

CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, March 28, 2023 at 6:30 PM

AGENDA

ACTING AS THE 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

APPROVAL OF MINUTES

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

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 11, 2022

CITY COUNCIL CONFERENCE MINUTES OF JANUARY 10, 2023

CITY COUNCIL MINUTES OF JANUARY 10, 2023

NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 10, 2023

NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 10, 2023

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JANUARY 10, 2023

CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 17, 2023

CITY COUNCIL CONFERENCE MINUTES OF JANUARY 24, 2023

COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF JANUARY 26, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF MARCH 14, 2023

PROCLAMATIONS

- 2. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-11: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, APRIL 22, 2023, AS EARTH DAY AND MARCH 22 THROUGH MAY 13, 2023, AS GREEN NORMAN ECOMONTH IN THE CITY OF NORMAN.
- 3. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-14: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 23, 2023, AS ARBOR DAY IN THE CITY OF NORMAN.
- 4. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 9 THROUGH 15, 2023, AS NATIONAL TELECOMMUNICATOR WEEK IN THE CITY OF NORMAN.
- 5. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-16: A PROCLAMATION OF THE MAYOR OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 9 THROUGH 15, 2023, AS NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK IN THE CITY OF NORMAN.
- 6. CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-17; A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2023, AS CHILD ABUSE PREVENTION MONTH IN THE CITY OF NORMAN.

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 7 through Item 30 be placed on the consent docket.

First Reading Ordinance

- 7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-27 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN, TO BE RENUMBERED AS SECTION 36-201 EFFECTIVE MARCH 30, 2023, SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THREE (3), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (5201 24TH AVENUE N.E.)
- CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, POSTPONEMENT OF ORDINANCE O-2223-36 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 21-113 OF THE CODE OF THE CITY OF NORMAN, TO BE RENUMBERED AS SECTION 34-214 EFFECTIVE MARCH 30, 2023, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-2223-37, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS TO TEN DOLLARS AND NINETY CENTS (\$10.90); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS TO THREE DOLLARS AND FORTY-SIX CENTS (\$3.46) PER 1.000 GALLONS FOR THE FIRST 5.000 GALLONS OF WATER USED. FOUR DOLLARS AND FIFTY CENTS (\$4.50) PER 1,000 GALLONS FOR 5,001 TO 15,000 GALLONS USED, SIX DOLLARS AND SEVENTY-FIVE CENTS (\$6.75) PER 1,000 GALLONS FOR 15,001 TO 20,000 GALLONS USED, AND NINE DOLLARS AND FIFTY-ONE CENTS (\$9.51) PER 1,000 GALLONS FOR WATER USED IN EXCESS OF 20.000 GALLONS: INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL METERED USERS TO TEN DOLLARS AND NINETY CENTS (\$10.90); INCREASING THE MONTHLY WATER RATES FOR NON-RESIDENTIAL METERED USERS TO FOUR DOLLARS AND SIXTY-NINE CENTS (\$4.69) PER 1,000 GALLONS OF WATER USED UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN, AND SEVEN DOLLARS AND FOUR CENTS (\$7.04) PER 1,000 GALLONS OF WATER USED IN EXCESS OF SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL: AND PROVIDING FOR THE SEVERABILITY THEREOF.

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-37 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 13TH DAY OF JUNE, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. 0-2223-36, 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.

Reports/Communications

- 10. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF FEBRUARY, 2023, AND DIRECTING THE FILING THEREOF.
- 11. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF FEBRUARY, 2023.
- 12. CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF REPORT ENTITLED "THE CITY OF NORMAN SINGLE AUDIT REPORT FOR THE YEAR ENDED JUNE 30, 2022," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF FORVIS, L.L.P., FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

Bids

- 13. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-45: FOR THE PURCHASE OF COPPER METER YOKES FOR WATER METERS, HIGH DENSITY POLYETHYLENE PLASTIC (HDPE) METER BOXES WITH CAST IRON LIDS, HDPE METER BOXES WITH ANTI-FLOAT LIDS, HDPE ANTI-FLOAT LIDS AND REPAIR CLAMPS FOR THE LINE MAINTENANCE DIVISION.
- 14. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-46: SUBMITTED BY MEYER DIRT WORK FOR THE REPAIR OF CONCRETE FOR THE LINE MAINTENANCE DIVISION.
- 15. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-47: FOR THE PURCHASE OF 1½-INCH AGGREGATE MATERIAL TO HILLIS SERVICES, L.L.C., IN THE AMOUNT OF \$21.50 PER TON.
- 16. CONSIDERATION OF AWARD, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-52: FOR INSTALLED PAVEMENT MARKINGS TO ACTION SAFETY SUPPLY COMPANY FOR THE TRAFFIC CONTROL DIVISION.

Submission of Grant

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

Donation

- 18. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$4,620 FOR THE PURCHASE OF ELEVEN (11) TACTICAL VESTS, ELEVEN (11) FIRE PLACARDS, AND THREE (3) STORAGE BAGS FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE CITY OF NORMAN FIRE DEPARTMENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
- 19. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$9,876 FOR THE PURCHASE OF TWO (2) SUPERVAC BATTERY OPERATED POSITIVE PRESSURE VENTILATION (PPV) FANS FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE (CCPSST) TO BE USED BY THE NORMAN FIRE DEPARTMENT AND DEPOSIT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Ratification of an Emergency

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

Contracts

- 21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-1819-44: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND LAYNE CHRISTENSEN COMPANY FOR THE 2018 GROUNDWATER WELLFIELD DEVELOPMENT PROJECT AND FINAL PAYMENT IN THE AMOUNT \$158,727.77.
- 22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K222356: A SERVICE AND LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FOOD AND SHELTER, INC., INCREASING THE CONTRACT AMOUNT BY \$164,497.20 FOR A REVISED CONTRACT AMOUNT OF \$469,795.20 AND ADDING THREE ADDITIONAL MONTHS TO THE CONTRACT FOR THE 2022-2023 EMERGENCY WINTER SHELTER LOCATED AT 109 WEST GRAY STREET AND BUDGET APPROPRIATION.
- 23. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-49 AND CONTRACT K-2223-114: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY IN THE AMOUNT OF \$2,023,453.65 AND CHANGE ORDER ONE INCREASING THE CONTRACT BY \$14,900 FOR A REVISED CONTRACT AMOUNT OF \$2,038,353.65 FOR THE 12TH AVENUE N.E. AT HIGH MEADOWS DRIVE INTERSECTION IMPROVEMENT PROJECT; PERFORMANCE BOND B-2223-56; STATUTORY BOND B-2223-57; MAINTENANCE BOND MB-2223-47; RESOLUTION R-2223-93 GRANTING TAX-EXEMPT STATUS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
- 24. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, REJECTION, AND/OR POSTPONEMENT OF BID 2223-53 AND CONTRACT K-2223-118: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION COMPANY IN THE AMOUNT OF \$593,630, PERFORMANCE BOND B-2223-62, STATUTORY BOND B-2223-63, AND MAINTENANCE BOND MB-2223-51 FOR THE SANITARY SEWER STREAM CROSSING REPLACEMENT PROJECT FROM CHAUTAUQUA AVENUE TO JENKINS AVENUE, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

- 25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-127: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN THE AMOUNT OF \$343,192 FOR WASTEWATER FLOW MONITORING SERVICES AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
- 26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-131: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND E & E LAWN CARE, INC., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION FROM APRIL 1, 2023, THROUGH MARCH 31, 2024.
- 27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-132: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GIVENS PROPERTY MAINTENANCE, L.L.C., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION FROM APRIL 1, 2023, THROUGH MARCH 31, 2024.
- 28. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY GRANT IN THE AMOUNT OF \$10,000 FROM THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY TO BE USED TO FUND ADDITIONAL COMPONENTS OF THE NORMAN URBAN TREE INVENTORY, CONTRACT K-2223-133, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
- 29. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-134: A PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR PROJECT J3-7945(004)AG, STATE JOB 37945(04), TO PROVIDE VIDEO DETECTION UPGRADES AT SIGNALIZED INTERSECTIONS AND RESOLUTION R-2223-108.

Resolutions

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

NON-CONSENT ITEMS

- 31. CONSIDERATION AND AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE BID FOR THE PURCHASE OF \$26,000,000 GENERAL OBLIGATION BONDS, SERIES 2023A OF THE CITY OF NORMAN, OKLAHOMA, AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.
- 32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-34 UPON FIRST, SECOND, AND FINAL READING: AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023A IN THE SUM OF \$26,000,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY
- 33. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE BID FOR THE PURCHASE OF \$13,500,000 GENERAL OBLIGATION BONDS, SERIES 2023B OF THE CITY OF NORMAN, OKLAHOMA, AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.
- 34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-35 UPON FIRST, SECOND, AND FINAL READING: AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023B IN THE SUM OF \$13,500,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY.

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 11, 2022

CITY COUNCIL CONFERENCE MINUTES OF JANUARY 10, 2023

CITY COUNCIL MINUTES OF JANUARY 10, 2023

NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 10, 2023

NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 10, 2023

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JANUARY 10, 2023

CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 17, 2023

CITY COUNCIL CONFERENCE MINUTES OF JANUARY 24, 2023

COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF JANUARY 26, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF MARCH 14, 2023



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS

FOLLOWS:

CITY COUNCIL SPECIAL MEETING MINUTES OF OCTOBER 11, 2022

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NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 10, 2023 NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 10, 2023 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF

JANUARY 10, 2023

CITY COUNCIL STUDY SESSION MINUTES OF JANUARY 17, 2023 CITY COUNCIL CONFERENCE MINUTES OF JANUARY 24, 2023

COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE

MINUTES OF JANUARY 26, 2023

CITY COUNCIL SPECIAL MEETING MINUTES OF MARCH 14, 2023





CITY OF NORMAN, O'K CITY COUNCIL SPECIAL MEETING

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

Tuesday, October 11, 2022 at 5:00 PM

MINUTES

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

CALL TO ORDER

The Mayor called the meeting to order at 5:00 p.m.

PRESENT:

Mayor Heikkila
Councilmember Ward 1 Studley
Councilmember Ward 2 Schueler
Councilmember Ward 3 Lynn
Councilmember Ward 4 Grant
Councilmember Ward 5 Tortorello
Councilmember Ward 6 Foreman
Councilmember Ward 7 Holman
Councilmember Ward 8 Peacock

AGENDA ITEMS

 CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(1) IN ORDER TO DISCUSS THE HIRING OF A CITY ATTORNEY AND AS AUTHORIZED UNDER § 307(B)(4) TO DISCUSS THE POSSIBLE PURCHASE OF REAL PROPERTY LOCATED AT 1210 WEST ROBINSON STREET.

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

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

The Special Meeting was adjourned out of and an Executive Session was Convened in order to discuss the possible purchase of real property located at 1210 West Robinson Street.

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

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

The City Council adjourned into Executive Session at 5:03 p.m. Mr. Darrel Pyle, City Manager, and Ms. Kathryn Walker, City Attorney, were in attendance at the Executive Session.

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

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

The Executive Session was Adjourned out of and the Special Meeting was Reconvened at 6:12 p.m.

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

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

ADJOURNMENT

ATTEST:		
City Clerk	Mayor	

The Meeting Adjourned at 6:14 p.m.





CITY OF NORMAN, OK

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

Tuesday, January 10, 2023 at 5:00 PM

MINUTES

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

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Larry Heikkila

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Kelly Lynn (arrived 5:27 p.m.)

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Rarchar Tortorello

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

ABSENT

None

AGENDA ITEMS

1. DISCUSSION REGARDING MENTAL HEALTH CRISIS RESPONSE.

Mr. Ron Simms, Chief of Statewide Crisis Services for the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), said he has worked at both Griffin Hospital and ODMHSAS and has found the Norman Police Department (NPD) to be good faith partners wanting to do their best in every situation, especially situations involving mental health issues.

Mr. Simms said ODMHSAS has been working on expanding its crisis services al network. The components of the crisis network include the 988 Mental Health Lifeline (a federal program used by all States), mobile crisis team dispatch, urgent recovery centers, crisis centers, in-patient hospitalization, and outpatient services. He said 4.1% of adults in Oklahoma have had serious thoughts of suicide in the past twelve months and each week approximately 300 Oklahomans are admitted for urgent care or crisis mental health services. He said ODMHSAS believes Oklahomans deserve to have mental health and addiction service within reach and building a Comprehensive Crisis Response Continuum (CRC) is an evidence-based approach for helping reach the goal of meeting people where they are located when they need it the most. ODMHSAS is building a CRC to enhance services Oklahomans receive when experiencing a psychiatric emergency with the goal of providing immediate access to the lowest level of care.

Mr. Simms highlighted the CRC process as follows:

- 988 Mental Health Lifeline (one call away helpline) an easy to remember helpline number staffed by mental health professionals to answer calls around the clock for those experiencing a mental health crisis (approximately 80% of crisis calls can be resolved at this touchpoint)
- Mobile Crisis Team When necessary, the 988 Call Center will dispatch statewide mobile crisis teams to the situation for further assessment and intervention (approximately 70% of crisis situations can be resolved at this touchpoint)
- Appointments Every level of the continuum will be equipped with the ability to make same day or next day appointments at every Community Health, Behavioral Health, and Comprehensive Addiction Recovery Centers in Oklahoma
- Technology Every law enforcement officer across the State will be equipped with 24/7 access to a licensed behavioral health practitioner to assist with assessment, evaluation, and connection for treatment
- Transportation Each year, over 20,000 trips are made by law enforcement to assist Oklahomans in need of mental health crisis services. This model allows the ability for private sector companies to provide transportation services to individuals experiencing a psychiatric crisis greater than 30 miles
- Facilities The Continuum will add 50% more urgent care and crisis centers across the State diverting 90% of those needing inpatient psychiatric hospital care

Mr. Simms said when a person calls the 988 Health Crisis Lifeline they are immediately connected with a mental health professional, not law enforcement. The conversation is confidential and the mental health professional will connect the caller to whatever service is needed at the moment. The 988 Mental Health Lifeline has answered approximately 16,000 calls, responded to more than 3,000 texts, and dispatched more than 850 mobile crisis teams since its pilot program launch on July 5, 2022.

Mobile Crisis Teams respond locally within the community to de-escalate a cridesituation. A team includes a licensed clinical and certified peer recovery support specialist or case manager that utilizes best practices in behavioral health, including suicide prevention and intervention. Mobile Crisis Teams are dispatched by the 988 Mental Health Lifeline and response to crises are provided 24/7 for anyone in need.

Urgent Care and Crisis Centers are a place of stabilization, offer a "no wrong door" access to mental health and substance abuse care, and includes models for children, youth, and family services. Operation of these facilities are similar to hospital emergency departments that accept all walk-ins, ambulances, fire, and police drop-offs. These facilities provide assessment and support and are staffed 24/365 with a multidisciplinary team that include, but are not limited to, psychiatrists, nurses, licensed behavioral health practitioners, and peers with lived experience similar to the population served.

There are approximately 24,000 tablets dispersed among first responders, consumers, and staff across Oklahoma. Since April 1, 2022, the 988 Mental Health Lifeline has delivered services on 46,000 calls via these integrated devices and tablets are available for all law enforcement agencies to provide 24/7 access to a licensed behavioral health practitioner to assist with assessment, evaluation, and connection to treatment. The NPD initially worked with ODMHSAS on an iPad Pilot Program with 12 iPads distributed on July 5, 2022, and currently has 46 iPads with the goal of having 95 iPads to roll out the program live on March 1, 2023.

Ms. Nisha Wilson, Chief Clinical Strategist for ODMHSAS, said ODMHSAS purchases and disperses the iPads that operate on the cellular AT&T First Responder Network so there are no issues with access in rural areas.

Councilmember Grant asked how many police officers are Crisis Intervention Team (CIT) trained and Mr. Ricky Jackson, Deputy Police Chief, said approximately 18% of the police force is trained and all supervisors are trained as well as all 911 Dispatchers. He said NPD goes beyond what is required for police training, especially on mental health issues.

Councilmember Studley asked if all officers can request a Mobile Crisis Team if they see that someone is in crisis and needs help. Mr. Simms said the 988 Health Crisis Lifeline is not going to dispatch a mobile team to a person that is absolutely saying they do not want an in-person response. He said they will dispatch a Mobile Crisis Team to a family or friend having difficulty dealing with a situation.

Ms. Carrie Statten-Hodges, Commissioner for ODMHSAS, said someone from the Mental Health Crisis Team reaches out to each and every caller the next day to determine if they received the help they needed, if they had trouble getting to their appointment, how they are feeling that day, if there is other support they might need, etc. She said the 988 Mental Health Lifeline is incredibly important because the only current option is going to the hospital and meeting the only determining factor for treatment, which is whether or not they are a danger to themselves or other people, and that is not enough. She said ODMHSAS wants to provide care to all people whether it is for depression, anxiety, insomnia, addiction, suicidal thoughts, etc., and move them forward in a productive way as opposed to waiting for them to get to the point of requiring hospitalization. She said a comprehensive system will provide

multiple layers of care that include Urgent Care Centers, Crisis Care Units, hospital "and community based care. She said 90% of callers reach successful treatment with continued outpatient treatment, if needed, and 93% of callers do not require hospitalization and are moved to community-based care leaving hospital beds open for people who need them for long-term treatment.

Mr. Simms said not everyone needs to go to an Urgent Care Center and not everyone needs in-patient hospitalization. He said most situations can be deescalated and stabilized within the community.

Councilmember Schueler asked about the urgent care level and the difference between what the public knows about urgent care and how the 988 Mental Health Lifeline process is different. Mr. Simms said when someone is a danger to themselves or others due to a mental health issue or substance abuse issue, an Urgent Recovery Center in the mental health realm is a stabilization period where the person can talk to a professional with the goal of stepping that person off the crisis. As stated earlier, 90% of callers will reach successful treatment and 93% will not require hospitalization.

Mr. Simms said urgent care is a generic term and when people think about Integris Health Urgent Care they are thinking of medical issues not mental health issues. He said Urgent Recovery Centers in Norman include Red Rock Behavioral Health Sciences, Central Oklahoma Community Mental Health Services, Children's Recovery Center, and Griffin Memorial Hospital. He said an Urgent Recovery Center is a voluntary situation until the person is assessed by a clinician who determines future treatment.

Mr. Simms said there is a 988 Mental Health Lifeline dashboard at ODMHSMS.org that provides information about the Mobile Crisis Unit as well as the program itself. The dashboard also has data on the number of calls received, number of Mobile Crisis Units deployed, etc.

Cleveland County is the third busiest county after Oklahoma County and Tulsa County. Mr. Simms said the call volume is not high right now, but once people become more aware of the program, calls are expected to increase. He said Cleveland County is responsible for providing mental health services to inmates at the Cleveland County Detention Center through their contractor, Turn Key Health.

Mayor Heikkila asked about the response time for the Mobile Crisis Unit and Mr. Simms said all teams have to respond in one hour for urban areas and two hours for rural areas. He said people calling the 988 Mental Health Lifeline are kept on the phone until the crisis team arrives and if at any point they become concerned about the acuity level of the call, law enforcement is contacted as well. He said Norman averages approximately 50 calls per month.

Councilmember Grant said Norman Regional Health Systems (NRHS) will have a Mental Health Facility on the Porter Campus and asked what kind of care NRHS plans to provide to people if they come to NRHS instead of going to jail. Dr. Farhan Jawed, M.D., Chief of Staff for the Behavioral Health Program for NRHS, said anytime someone is in a crisis situation they are brought into the emergency room by law enforcement, ambulance, or family members. They are evaluated by a team

of professionals and put through a complete medical screening for stabilization at once they are stable they are assessed for safety in regards to mental health. At that time, a determination is made on whether or not that person needs to be hospitalized based on State mental health criteria. He said many times, the patient might not be medically suitable for a psychiatric facility so NRHS will admit them for further evaluation and treatment based on their individual circumstance.

Mr. Darrel Pyle, City Manager, said all the information discussed tonight is on YouTube, which will be shared and there may be an opportunity for some podcasts specifically focused on the program.

Mayor Heikkila and Councilmembers thanked Mr. Simms for the presentation.

Items submitted for the record

1. PowerPoint presentation entitled, "Crisis Response," dated December 20, 2022

ADJOURNMENT

City Clerk	Mayor	
ATTEST:		
The meeting was adjourned at 5.16 pm		
The meeting was adjourned at 6:19 p.i	m.	





CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, January 10, 2023 at 6:30 PM

MINUTES

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

CALL TO ORDER

Mayor Heikkila called the Meeting to Order at 6:30 p.m.

ROLL CALL

PRESENT

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

PLEDGE OF ALLEGIANCE

Mayor Heikkila led the Pledge of Allegiance.

COUNCIL ANNOUNCEMENTS

<u>Elections</u>. Councilmember Schueler said today is Election Day. She said voters are casting votes regarding the OG&E Franchise Agreement. She said if residents are just now finding out there is an election, the polls close at 7:00 p.m.

Councilmembers Tortorello and Holman encouraged people to go vote.

Council Announcements, continued:

<u>Elections, continued</u>. Councilmember Holman encouraged residents to register to vote or update their information by January 20 in order to vote in the February 14 election. He said the school bond issue will be on the ballot as well as City Council.

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<u>Comprehensive Plan Update/Strong Towns Committees</u>. Councilmember Schueler said Councilmembers are looking for representatives from their wards to volunteer to serve on the Comprehensive Plan Update Committee and the Strong Towns Committee. She said to her knowledge no one in Ward 2 has applied and asked interested residents to send her a resume or fill out the online application on the City's Website.

Mayor Heikkila said for those turning in applications, please submit a resume with the application on the website. He said this will help him choose the best applicant for the job. He reminded everyone that applicants must be Norman residents.

Councilmember Grant thanked those who had reached out to her about these committees; she was contacted by 16 people with some of the applicants from newly reapportioned areas.

Councilmember Tortorello thanked the Ward 5 residents who had submitted their names to him.

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<u>Happy New Year</u>. Councilmember Lynn wished everyone a Happy New Year and said he hoped everyone had a great holiday.

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<u>Masters in Divinity</u>. Councilmember Lynn announced that he will begin working on a Masters in Divinity with Liberty University on February 13th. He plans to launch a church geared toward those who serve in the military or first responders.

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Moving after 11 years. Councilmember Holman said he is currently moving out of the house that he has lived in for eleven years because the house has been sold. He said the house is over 100 years old with a large elm tree in the backyard. He is thankful the company that bought the house has been extremely accommodating by allowing him to find a new place in Ward 7. He said the company also allowed Habitat for Humanity to come in and salvage many of the items for reuse. He said the company is looking for volunteers to help with taking down the structure. He asked anyone interested in helping to please contact him at ward7@normanok.gov or call him. He said the company is planning to build around the tree and he appreciates that.

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CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 1 through Item 22 be placed on the consent docket.

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

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

APPROVAL OF MINUTES

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

CITY COUNCIL MINUTES OF OCTOBER 11, 2022 NORMAN UTILITIES AUTHORITY MINUTES OF OCTOBER 11, 2022 NORMAN MUNICIPAL AUTHORITY MINUTES OF OCTOBER 11, 2022 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF OCTOBER 11.

2022

CITY COUNCIL CONFERENCE MINUTES OF OCTOBER 25, 2022

CITY COUNCIL MINUTES OF OCTOBER 25, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF OCTOBER 25, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF OCTOBER 25, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF OCTOBER 25, 2022

CITY COUNCIL STUDY SESSION MINUTES OF NOVEMBER 1, 2022

CITY COUNCIL CONFERENCE MINUTES OF NOVEMBER 8, 2022

CITY COUNCIL MINUTES OF NOVEMBER 8, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 8, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 8, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF NOVEMBER 8, 2022

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

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

Items submitted for the record

- Staff Report dated January 10, 2023, from Brenda Hall, City Clerk
- 2. City Council minutes of October 11, 2022
- 3. Norman Utilities Authority minutes of October 11, 2022

Items submitted for the record, continued

- 4. Norman Municipal Authority minutes of October 11, 2022
- 5. Norman Tax Increment Finance Authority minutes of October 11, 2022
- 6. City Council Conference minutes of October 25, 2022
- 7. City Council minutes of October 25, 2022
- 8. Norman Utilities Authority minutes of October 25, 2022
- 9. Norman Municipal Authority minutes of October 25, 2022
- 10. Norman Tax Increment Finance Authority minutes of October 25, 2022
- 11. City Council Study Session minutes of November 1, 2022
- 12. City Council Conference minutes of November 8, 2022
- 13 City Council minutes of November 8, 2022
- 14. Norman Utilities Authority minutes of November 8, 2022
- 15. Norman Municipal Authority minutes of November 8, 2022
- 16. Norman Tax Increment Finance Authority minutes of November 8, 2022

The Minutes were Approved.

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First Reading Ordinance

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-17 UPON FIRST READING BY TITLE. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FIVE (5), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE C-2, GENERAL COMMERCIAL DISTRICT, AND A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST SIDE OF CLASSEN BOULEVARD NORTH OF EAST CONSTITUTION STREET)

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

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

Items submitted for the record

- Staff Report dated January 10, 2023, from Jane Hudson, Director of Planning and Community Development
- 2. Application for Planned Unit Development, Preliminary Plat, and Norman 2025 Land Use Plan submitted October 3, 2022, and revised December 22, 2022, prepared by Rieger Law Group, P.L.L.C. with Exhibit A, Legal Description of the Property; Exhibit B, Site Development Plan; Exhibit C, Allowable Uses; Exhibit D, Preliminary Plat; Exhibit E, Major Interior Signs; Exhibit F, Minor Signs; and Exhibit G, Open Space Exhibit

Items submitted for the record, continued

- 3. Ordinance O-2223-17
- 4. Legislatively Notated Application for Planned Unit Development, Preliminary Plat, and Norman 2025 Land Use Plan submitted October 3, 2022, and revised December 22, 2022, prepared by Rieger Law Group, P.L.L.C. with Exhibit A, Legal Description of the Property; Exhibit B, Site Development Plan; Exhibit C, Allowable Uses; Exhibit D, Preliminary Plat; Exhibit E, Major Interior Signs; Exhibit F, Minor Signs; and Exhibit G, Open Space Exhibit
- 5. Planning Commission Staff Report dated December 8, 2022
- 6. Pertinent excerpts from Planning Commission minutes of December 8, 2022

Ordinance O-2223-17 was Adopted Upon First Reading by Title.

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CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-20 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 5-401 (1) CARPORT DEFINITION, AMENDING SECTION 5-403 OF ARTICLE IV OF CHAPTER 5 ("BUILDING CONSTRUCTION") TO ADD FOR REGULATIONS CONSTRUCTION OF CARPORTS, AND DELETING SECTION 22-431.10 ("RESIDENTIAL CARPORTS") IN CHAPTER 22 ("ZONING ORDINANCE"); AND AMENDING SECTION 22-441 ("BOARD OF ADJUSTMENT") TO CHAPTER 22 ("ZONING ORDINANCE") TO REMOVE THE SPECIAL EXCEPTION REQUIREMENT FOR CARPORTS IN CHAPTER 22 ("ZONING ORDINANCE") OF THE CODE OF THE CITY OF NORMAN AND TO ESTABLISH NEW CARPORT STANDARDS IN ARTICLE IV OF CHAPTER 5; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

Items submitted for the record

- Staff Report dated January 10, 2023, from Jane Hudson, Director of Planning and Community Development
- 2. Ordinance O-2223-20
- 3. Legislatively notated copy of Ordinance O-2223-20
- 4. Planning Commission Staff Report dated December 8, 2022, from Jane Hudson, Director of Planning and Community Development, to Planning Commission
- 5. Pertinent excerpts from Planning Commission minutes of December 8, 2022

Ordinance O-2223-20 was Adopted Upon First Reading by Title.

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Reports/Communications

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

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from Stacey Parker, Executive Assistant
- 2. Monthly Department Reports for the month of November 2022

Receipt of the Report was Acknowledged.

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

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from Brenda Hall, City Clerk
- 2. Memorandum dated December 2, 2022, from Chris Mattingly, P.E., Director of Utilities, to Darrel Pyle, City Manager
- 3. Change Order No. Two to Contract K-2122-92 with Attachment One, Revisions to Amendment Pay Item and Change Order Pay Items

Receipt of the Report was Acknowledged.

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Donation

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,500 FROM OG&E ELECTRIC SERVICES TO BE USED TO PURCHASE SERVICES OR ITEMS FOR THE POLICE DEPARTMENT PROACTIVE CRIME ENFORCEMENT SECTION [PACE] AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from Kevin Foster, Chief of Police
- 2. Invitation to a Check Presentation from OG&E Electric Services Honoring Lieutenant Marcus Savage, OG&E Safety Partner

The Donation in the Amount of \$1,500 was Accepted from OG&E Electric Services and the Budget Appropriation was Approved.

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Contracts

7. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-22: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OLSSON, INC., INCREASING THE CONTRACT AMOUNT BY \$353,504.93 FOR A REVISED CONTRACT AMOUNT \$1,103,964.77 TO PROVIDE CONTINUED 2019 BOND PROGRAM MANAGEMENT THROUGH **DECEMBER** 31. 2025. AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from Tim Miles, Capital Projects Engineer
- 2. Amendment No. One to Contract K-1920-22
- 3. 2019 Bond Projects List and Location Map
- Contract K-1920-22 with Attachment A, Scope of Services; Attachment B, Project Schedule; Attachment C, Compensation; and Attachment D, Owner's Responsibilities

Amendment No. One to Contract K-1920-22 with Olsson, Inc., and the Budget Appropriations were Approved.

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8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2122-49: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ADG BLATT (FORMERLY ADG, P.C.) INCREASING THE CONTRACT AMOUNT BY AN AMOUNT NOT-TO-EXCEED \$44,000 FOR A REVISED CONTRACT AMOUNT NOT-TO-EXCEED \$143,600 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE FLEET MAINTENANCE FACILITIES LOCATED ON NORTH BASE.

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from Brandon Brooks, Staff Engineer
- 2. Amendment No. One to Contract K-2122-49 with Exhibit A, Basic Services; Exhibit B, Project Schedule; Exhibit C2, Compensation and Schedule of Values; Attachment D, Owner's Responsibilities; and Attachment E, Additional Services

Amendment No. One to Contract K-2122-49 with ADG Blatt (Formerly ADG, P.C.) was Approved.

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9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMEN "AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-223-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$84,180 FOR A REVISED AMOUNT OF \$508,604 FOR THE FYE 2023 BRIDGE MAINTENANCE PROGRAM.

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

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

Items submitted for the record

- Staff Report dated January 10, 2023, from Joseph Hill, Streets Program Manager
- 2. Change Order No. One to Contract K-2223-8
- 3. Project location map

Change Order One to Contract K-2223-8 with Cimarron Construction Company was Approved.

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10. CONSIDERATION OF AWARDING, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2225-35 AND CONTRACT K-2223-12: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C., IN THE AMOUNT OF \$584,950 FOR THE BLENDING OF WELLS 5, 6, AND 52 AT THE WATER TREATMENT PLANT, PERFORMANCE BOND B-2223-13, STATUTORY BOND B-2223-14, MAINTENANCE BOND MB-2223-6 AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Utilities Authority

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from Rachel Croft, Staff Engineer
- 2. Contract K-2223-12 with Certificate of Liability Insurance
- 3. Performance Bond B-2223-13
- 4. Statutory Bond B-2223-14
- 5. Maintenance Bond MB-2223-6
- 6. Bid Tabulation dated December 1, 2022

Items submitted for the record, continued

7. Recommendation of Award of Bid dated December 12, 2022, from Meagan Brown, Project Manager, Freese and Nichols, Inc., to Cimarron Construction Company in the amount of \$548,939 with Attachment A, Detailed Tabulation of Bids Received

Bid-2225-35 was Awarded to Cimarron Construction Company and Contract K-2223-12, the Associated Bonds, and the Budget Transfer were Approved.

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11. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-78: 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 J3-6014(004)AG, STATE JOB 36014(04),TO PROVIDE PAVEMENT MARKINGS IN THE CITY OF NORMAN AND RESOLUTION R-2223-80.

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from David Riesland, Transportation Engineer
- 2. Contract K-2223-78
- 3. Resolution R-2223-80
- 4. Project location map

Contract K-2223-78 was Approved and Resolution R-2223-80 was Adopted.

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12. CONSIDERATION OF APPROVAL, ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2223-79: A PROJECT AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR J/P 35856(04), THE INTERSECTION OF U.S. HIGHWAY-77 AND HIGH MEADOWS DRIVE AND RESOLUTION R-2223-81

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

Item 12, continued:

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from David Riesland, Transportation Engineer
- 2. Contract K-2223-79
- 3. Resolution R-2223-81
- 4. Project location map
- 5. Signal Plan
- 6. Site Plan

Contract K-2223-79 was Approved and Resolution R-2223-81 was Adopted.

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13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-80 BY AND BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND THE CITY OF NORMAN FOR THE COLLECTION OF TRAFFIC DATA FOR REIMBURSEMENT NOT TO EXCEED \$20,000.

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from David Riesland, Transportation Engineer
- 2. Contract K-2223-80 with Exhibit A, Federal-Aid Eligibility Certification; Exhibit B, Addendum to Form FHWA-1273, Required Contract Provisions; Exhibit C, Nondiscrimination of Employees; Exhibit D, Oklahoma Department of Transportation Disadvantaged Business/Women's Business Enterprises Policy Statement and Oklahoma Department of Transportation Contracting With Small and Minority Firms, Women's Business Enterprise and Labor Surplus Area Firms; and Exhibit E, Certification for Federal-Aid Contracts

Contract K-2223-80 was Approved.

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14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/Q "POSTPONEMENT OF CONTRACT K-2223-84: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND DIBARI INNOVATIVE DESIGN, L.L.C., IN THE AMOUNT OF \$192,000 FOR THE DESIGN AND CREATION OF A SCULPTURE TO BE PLACED AT THE YOUNG FAMILY ATHLETIC CENTER FUNDED THROUGH THE NORMAN FORWARD PUBLIC ARTS FUND.

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

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

Items submitted for the record

- Staff Report dated January 10, 2023, from Jason Olsen, Director of Parks and Recreation
- 2. Contract K-2223-84 with Schedule 1, Owner's and Artist's Responsibilities

Contract K-2223-84 was Approved.

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15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-85: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OLSSON, INC., IN THE AMOUNT OF \$559,500 TO PROVIDE ENGINEERING DESIGN SERVICES FOR THE 36TH AVENUE S.E. WIDENING PROJECT FROM CEDAR LANE ROAD TO STATE HIGHWAY 9.

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from Tim Miles, Capital Project Engineer
- 2. Contract K-2223-85 with Attachment A, Scope of Services; Attachment B, Project Schedule; Attachment C, Compensation; and Attachment D, Owner's Responsibilities
- 3. 2019 Bond Projects List and 2019 Bond Projects Map
- 4. Project Location Map
- Project Details

Contract K-2223-85 was Approved.

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16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/Q "
POSTPONEMENT OF CONTRACT K-2223-81: A MEMORANDUM OF
UNDERSTANDING BETWEEN THE CITY OF NORMAN, OKLAHOMA AND THE
ABSENTEE SHAWNEE TRIBE, RECOGNIZING THE CITY OF NORMAN'S
MUNICIPAL RESPONSIBILITY FOR PORTIONS OF CEDAR LANE ROAD AND POST
OAK ROAD AND SUPPORTING THE ADDITION OF THESE PORTIONS TO THE
TRIBE'S INVENTORY OF ROUTES ELIGIBLE FOR TRIBAL TRANSPORTATION
PROGRAM SAFETY FUNDS.

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

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

Items submitted for the record

- Staff Report dated January 10, 2023, from David Riesland, Transportation Engineer
- 2. Contract K-2223-81 with Attachment A, Tribal Transportation Program Routes and Location Maps

Contract K-2223-81 was Approved.

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Resolutions

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-82: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA SUPPORTING THE ABSENTEE SHAWNEE TRIBE'S PURSUIT OF TRIBAL TRANSPORTATION PROGRAM (TTP) SAFETY FUNDS FOR IMPROVEMENTS ALONG TTP ROUTES 72ND AVENUE S.E., 168TH AVENUE N.E., AND 156TH AVENUE N.E.

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

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

Item 17, continued:

Items submitted for the record

- Staff Report dated January 10, 2023, from David Riesland, Transportation Engineer
- 2. Resolution R-2223-82
- 3. Location Map

Resolution R-2223-82 was Adopted.

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18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-84: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$49,047.99 FROM THE RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNT TO REPAIR AND REPLACE DAMAGED TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from Jami Short, Traffic Management Center Engineer
- 2. Resolution R-2223-84

Resolution R-2223-84 was Adopted.

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19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-85: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA PROGRAMMING FEDERAL SURFACE TRANSPORTATION BLOCK GRANT URBANIZED AREA (STBG-UZA) FUNDS FOR ROADWAY IMPROVEMENTS ALONG JAMES GARNER AVENUE BETWEEN ACRES STREET AND DUFFY STREET IN NORMAN.

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

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

Item 19. continued:

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from David Riesland, Transportation Engineer
- 2. Resolution R-2223-85

Resolution R-2223-85 was Adopted.

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20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-86: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA PROGRAMMING FEDERAL SURFACE BLOCK GRANT PROGRAM URBANIZED AREA (STBG-UZA) FUNDS FOR WIDENING AND RECONSTRUCTION OF 36TH AVENUE N.W., FROM NORTH OF TECUMSEH ROAD TO FRANKLIN ROAD (PHASE I).

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

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

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from David Riesland, Transportation Engineer
- 2. Resolution R-2223-86

Resolution R-2223-86 was Adopted.

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21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2223-87: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA PROGRAMMING SURFACE TRANSPORTATION BLOCK GRANT URBANIZED AREA (STBG-UZA) FUNDS FOR ROADWAY AND TRAFFIC SIGNAL MODIFICATIONS AT THE INTERSECTION OF 36TH AVENUE N.W. AND TECUMSEH ROAD.

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

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

Item 21, continued:

Items submitted for the record

- 1. Staff Report dated January 10, 2023, from David Riesland, Transportation Engineer
- 2. Resolution R-2223-87

Resolution R-2223-87 was Adopted.

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-88: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION BLOCK GRANT URBANIZED AREA (STBG-UZA) FUNDS FOR ROADWAY AND TRAFFIC SIGNAL MODIFICATIONS AT THE INTERSECTIONS OF TECUMSEH ROAD WITH FLOOD AVENUE AND 24TH AVENUE N.W. IN NORMAN.

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

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

Items submitted for the record

- Staff Report dated January 10, 2023, from David Riesland, Transportation Engineer
- 2. Resolution R-2223-88

Resolution R-2223-88 was Adopted.

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NON-CONSENT ITEMS

Land Use Plan Amendment

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2223-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4), OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN NORTH (T-10-N), RANGE THREE WEST (R-3-W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION AND OFFICE DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION. (NORTH OF INDIAN HILLS ROAD AND ¼ MILE EAST OF 48TH AVENUE N.W.)

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

Item 23, continued:

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

Items submitted for the record

- Staff Report dated January 10, 2023, from Jane Hudson, Director of Planning and Community Development
- 2. Resolution R-2223-53
- 3. Location Map
- 4. Planning Commission Staff Report dated November 10, 2022
- 5. Pertinent excerpts from Planning Commission minutes

Participants in discussion

- 1. Mr. Gunner Joyce, The Rieger Law Group, P.L.L.C., 136 Thompson Drive, attorney representing the applicant
- 2. Mr. Shawn O'Leary, Director of Public Works

Resolution R-2223-88 was Adopted.

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Second Reading Ordinance

24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-16 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE EAST HALF (E/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THIRTY-FOUR (34), TOWNSHIP TEN NORTH (T-10-N), RANGE THREE WEST (R-3-W) OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTH OF INDIAN HILLS ROAD AND ONE-FOURTH MILE EAST OF 48TH AVENUE N.W.)

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

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

Items submitted for the record

- 1. Staff Report dated December 13, 2022, from Jane Hudson, Director of Planning and Community Development
- 2. Ordinance O-2223-16

Items submitted for the record

- 3. Application for Planned Unit Development, Preliminary Plat, and Norman 2025 Land Use Plan submitted October 3, 2022, and revised November 3, 2022, prepared by Rieger Law Group, P.L.L.C. with Exhibit A, Legal Description of the Property; Exhibit B, Preliminary Site Development Plan; Exhibit C, Allowable Uses; Exhibit D, Preliminary Plat; Exhibit E, Preliminary Open Space Plan; and Exhibit F, Preliminary Phasing Plan
- 4. Location Map
- 5. Preliminary Plat
- 6. Preliminary Site Development Plan
- 7. Planning Commission Staff Report dated November 10, 2022
- 8. Gateway Park and Trails Map
- 9. Conceptual Site Plan
- 10. Open Space Plan
- 11. Preliminary Phasing Plan
- 12. Pertinent excerpts from Planning Commission minutes of November 10, 2022

Ordinance O-2223-16 was Adopted Upon Second Reading Section by Section.

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

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

Ordinance O-2223-16 was Adopted Upon Final Reading as a Whole.

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Preliminary Plats

25. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PRELIMINARY PLAT PP-2223-3: FOR REDLANDS ADDITION, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED ONE-HALF MILE WEST OF 36TH AVENUE N.W. ON THE NORTH SIDE OF INDIAN HILLS ROAD).

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

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

Items submitted for the record

- Staff Report dated December 13, 2022, from Ken Danner, Subdivision Development Manager
- 2. Preliminary Plat
- 3. Conceptual Site Plan
- 4. Preliminary Phasing Plan
- 5. Preliminary Plat
- 6. Preliminary Site Development Plan
- 7. Planning Commission Staff Report dated November 10, 2022
- 8. Pertinent excerpts from Planning Commission minutes of November 10, 2022

The Preliminary Plat for Redlands Addition, a Planned Unit Development, was Approved.

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Grant Recommendation and Approval

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE RECOMMENDATION FROM THE UNITED WAY OF NORMAN TO PROVIDE GRANTS USING AMERICAN RESCUE PLAN ACT (ARPA) FUNDS TO QUALIFYING LOCAL NON-PROFITS, CONTRACTS K-2223-88 THROUGH K-2223-107 ALLOCATING ARPA FUNDS TO NON-PROFIT RECIPIENTS AS RECOMMENDED BY THE UNITED WAY OF NORMAN AND AS OUTLINED IN THE STAFF REPORT AND SETTING FORTH OBLIGATIONS RELATED THERETO, AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 3 Lynn.

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

Items submitted for the record

- 1. Staff Report dated December 13, 2022, from Kathryn Walker, City Attorney
- 2. City of Norman ARPA Subrecipient Agreement/Completion Report prepared by the United Way of Norman
- 3. 2022 ARPA Impact Council Funding Recommendations
- Contract K-2223-88 with Assistance League of Norman in the amount of \$4,000 with Exhibit A, Application for Funding
- 5. Contract K-2223-89 with Big Brothers Big Sisters of Oklahoma in the amount of \$10,000 with Exhibit A, Application for Funding
- 6. Contract K-2223-90 with Pantry Partners, Inc., in the amount of \$10,000 with Exhibit A, Application for Funding
- 7. Contract K-2223-91 with Saint Mark Conference of the Society of Saint Vincent de Paul in the amount of \$10,000 with Exhibit A, Application for Funding

Items submitted for the record, continued

- Contract K-2223-92 with Society of Saint Vincent de Paul, St. Thomas More University Parish Conference in the amount of \$15,000 with Exhibit A, Application for Funding
- 9. Contract K-2223-93 with Engage Learning of Oklahoma, Inc., in the amount of \$37,193 with Exhibit A, Application for Funding
- 10. Contract K-2223-94 with Crossroads Youth and Family Services in the amount of \$40,000 with Exhibit A, Application for Funding
- 11. Contract K-2223-95 with Women's Resource Center in the amount of \$49,307 with Exhibit A, Application for Funding
- 12. Contract K-2223-96 with South Central CASA of Oklahoma, Inc., in the amount of \$50,000 with Exhibit A, Application for Funding
- 13. Contract K-2223-97 with Fostering Futures, Inc., in the amount of \$50,000 with Exhibit A, Application for Funding
- 14. Contract K-2223-98 with Bridges of Norman, Inc., in the amount of \$70,000 with Exhibit A, Application for Funding
- 15. Contract K-2223-99 with Thunderbird Clubhouse Board, Inc., in the amount of \$70,000 with Exhibit A, Application for Funding
- 16. Contract K-2223-100 with Transition House, Inc., in the amount of \$70,000 with Exhibit A, Application for Funding
- 17. Contract K-2223-101 with Full Circle Adult Day Care Center, Inc., in the amount of \$100,000 with Exhibit A, Application for Funding
- 18. Contract K-2223-102 with Meals on Wheels of Norman, Inc., in the amount of \$100,000 with Exhibit A, Application for Funding
- 19. Contract K-2223-103 with Rose Rock Habitat for Humanity in the amount of \$160,000 with Exhibit A, Application for Funding
- 20. Contract K-2223-104 with Mary Abbott Children's House in the amount of \$200,000 with Exhibit A, Application for Funding
- 21. Contract K-2223-105 with Center for Children and Families, Inc., in the amount of \$215,000 with Exhibit A, Application for Funding
- 22. Contract K-2223-106 with Legal Aid Services of Oklahoma, Inc., in the amount of \$225,000 with Exhibit A, Application for Funding
- 23. Contract K-2223-107 with Food and Shelter in the amount of \$300,000 with Exhibit A, Application for Funding

Participants in discussion

- 1. Ms. Heather Poole, Assistant City Attorney
- 2. Ms. Diane Murphree, Director of Community Impact, United Way of Norman
- 3. Ms. Mandy Moomau, American Rescue Plan Act (ARPA) Committee Chair, United Way of Norman
- 4. Mr. Steve Ellis, Ward 4, asked questions
- 5. Ms. Pat Chojnicki, President of the St. Thomas More Conference of St. Vincent de Paul Society
- 6. Ms. Kelly Deaver, Saint Mark Conference of the Society of Saint Vincent de Paul

The Recommendation from the United Way of Norman was Accepted and Contracts K-2223-88 through K-2223-107 and the Budget Appropriations were Approved.

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MISCELLANEOUS COMMENTS

Mental Health Issues. Ms. Burgundy Fletcher, Ward 5, said she filed a missing persons' report at the Police Department in August for her 73-year old mother. She said her mother was found within 48 hours but officers said her mother would not be able to go with her and they took her to an unknown hotel. She said 8 hours later a different set of officers picked her up and realized there was something seriously wrong, hospitalized her against her will and she is still hospitalized four and a half months later.

She said her husband was diagnosed with bipolar disorder eleven years ago and his first manic episode occurred recently with two hospitalizations in Griffin, one in October and one in December. She had to argue with police officers to take him to the hospital instead of jail. She said the officers have threatened criminal prosecution. She said when her husband threatened suicide, the officers claimed he was not suicidal. She is often not believed and in her times of crisis, and the episodes are labeled as domestic abuse and is told he just needs to sober up, as if he is not taking his medications, which she checks every night. She said she is grateful her husband is still alive and home with his family; however, mental health crises zigzag jurisdictions across ward boundaries and do not keep bankers' hours. These episodes happen even when people are taking their medications as prescribed.

Ms. Shannon Buckingham, Ward 2, said on August 19th, her mother arrived in Norman from Santa Fe, New Mexico. She said the visit took her by surprise because she had not been invited. She said she picked her mother up in Oklahoma City and noticed she was very dirty and not properly dressed, she showed no recognition even though they were only five inches apart, she was verbally abusive, and obviously in crisis. She said she took her mother to eat and her teeth were literally falling out of her mouth. She took her to the hospital in Oklahoma City and they let her walk out. She said she then took her to a hotel in Norman because she could not have her in her home behaving the way she was. She said it was terrifying and stressful. She said she received a phone call the next morning from the Norman Police Department and she asked the Police Officer to help her. She asked if the Police Department would take her statement and was told they could not because it happened the day before. She said all of this is on bodycam footage. She said the police officer followed her back to the house because her mother told him that she had stolen all of her stuff.

Ms. Marguerite Larson, Ward 6, said she had great concern about what is happening in the Cleveland County Detention Center. She said the City of Norman has not fulfilled its obligation of taking care of the citizens. She said the Police Department should be turning these the mental health events to a mental health care provider. She asked that the City of Norman look at what needs to be fixed.

Mr. Steve Ellis, Ward 4, said there are two adult mobile crisis units that cover Cleveland County, one out of Central Oklahoma Mental Health and the other is out of Oklahoma City, which covers the Oklahoma City part of Cleveland County. He said there is also a Juvenile Response Team at Children's Recovery Center. He went to Central Oklahoma Mental Health and talked to the team. He said the Mental Health Crisis Response Team is up and running and they prefer that you call the main line directly rather than go through 988 and that number is 405-360-5100. At night, that line connects to the cell phone the therapist takes home at night. He said they are unable to meet the demand for services. He suggested the City contact Community Mental Health on Alameda Street to get more information.

Mental Health Issues, continued. Ms. Ashley Roby, Ward 6, said she was a friend of Shannon Hanchett. She said Shannon was her site coach for wrap-around services at Central Oklahoma Mental Health many years ago. She said Shannon taught her how to help her community in ways that it needed to be helped. She said she also became a coach with duties that Shannon did before she moved up through the ranks to Central Administration and they became close friends and colleagues. She said Shannon was the type of person that would help with whatever was needed and was there for her during a premature birth by providing meals and support. She said they went through the Master's Program together for Human Relations. She said she was working in another city when she heard of Shannon's death; the news was devastating and she was unable to work. She came here tonight to be a voice for Shannon. She appreciates and respects law enforcement and have utilized their services in her line of work. She said no system is perfect and sometimes policies fall short and do not meet the needs of a community. She asked what support can we offer this community to help law enforcement and its community members so there will not be another incident like what happened with Shannon.

Ms. Christina Owen, Ward 4, said Norman is no longer a place where many people feel safe to even vocalize a criticism of our Police Department. She said when the body cam video is watched of the incident with Shannon, we see why there are trust issues. She asked where was the community policing and the compassion. How can a police officer deal with mental health issues with no degree in psychology or counseling? She said we need a city-owned stand-alone department for an unarmed Mental Health Crisis Response Team.

Ms. Rachel Wyatt-Swanson, Ward 8, thanked Council for their support of Norman CARE-A-VANS. She said the work needs to continue on an initiative for a Compassionate Response Unit for a mental health crises. She said our citizens should be protected at all costs.

Ms. Becca Bean, Ward 4, quoted a verse in 1 Corinthians. She said she never wants what happened to Shannon to happen to any other family. She said it is a City's responsibility to keep us safe; but mental illness and needing medical help are not crimes. She said relying on the Police Department to take care of these is a disservice to both the police officer and the sick person. She said when the City approaches a human being, they have the responsibility to assess each person appropriately and make sure that they get the care that they need, even if they refuse help. She asked that the Police Department serve this community with compassion and courage.

Ms. Sherry Gentry, Ward 4, said Shannon was a good friend to her and her daughter. She said she did not deserve what happened to her. She said there is a mental health crisis in Norman and all over the state. She said, as a nurse, she has worked on the Griffin/Red Rock Campus and it is a 24-hour, 7-day facility. She did not understand why Shannon was not taken there. She asked that the necessary changes be made so this does not happen again.

Ms. Ashley Brand, Ward 1, said Shannon was a pillar of the community and if anything like this had happened to anyone in the room, she would be here to support them.

Ms. Bethany Grove, Ward 8, said she met Shannon in 2016 through a Facebook page she had created and one day she had a new follower, Okie Baking Company, located in Norman. She said Shannon promoted her page. She said Shannon was an amazing mom, smart and well educated, and was a leader and light to this community. She said on December 9th, her life was snuffed out. She said she believes Shannon would still be alive if she had not been taken to jail.

Miscellaneous Discussion, continued:

Mental Health Issues, continued. Ms. Kate Bierman, Ward 4, said that there were several people here tonight to share stories about how they or their loved ones have been treated by the Police Department. She said some have said recently that health care is not the purview of the City of Norman and our Charter does not allow it. She said the last lines of the Charter say "The City shall have the power to enact and enforce all ordinances necessary to protect health, life, and property..." She said it concerns her that in this state, women have a higher rate of incarceration than men and do not receive the same level of treatment that men receive.

Mr. Matthew Clinton, Ward 4, asked if we are a community who wants to arrest women who call 9-1-1 for a welfare check on their children. He said that is not a crime. He said when our citizens are distressed; we need to offer help, not handcuffs. He said if it is true the Police Department followed protocol, then it is clear that the protocol needs to be changed.

Ms. Flora Ellis, Ward 4, said being sick and scared is not a crime. She said people should not be dying in our care. She said there is a duty of care that is not being met.

Ms. Cynthia Rogers, Ward 4, said it is the City's responsibility to make sure people are not being harmed and our procedures and policies do not lead to people dying. She said there is a responsibility to make sure that being sick does not lead to being a criminal. She said City Council's job to make sure that we are not criminalizing being sick and being in crisis. She said she is sure the police do not like being called in to do things that they are not trained for.

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EXECUTIVE SESSION

27. CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(4) TO DISCUSS PENDING LITIGATION ASSOCIATED WITH THE CITY OF NORMAN VS. UPLANDS DEVELOPMENT COMPANY, ET AL, CLEVELAND COUNTY COURT CASE CJ-2021-227, AND CITY OF NORMAN VS. HALLBROOKE DEVELOPMENT GROUP ONE, L.L.C., ET AL, CLEVELAND COUNTY COURT CASE CV-2021-228, AND TITLE 25 § 307(B)(3) TO DISCUSS THE POSSIBLE ACQUISITION OF REAL PROPERTY LOCATED AT 309 NORMAN CENTER COURT.

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

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

The City Council Meeting was adjourned out of and an Executive Session was Convened at 8:21 p.m. to discuss Uplands Development Company, et al, Cleveland County Court Case CJ-2021-227 and City of Norman vs. Hallbrooke Development Group One, L.L.C., et al, Cleveland County Court Case CV-2021-228, and Title 25 § 307(B)(3) to discuss the possible acquisition of real property located at 309 Norman Center Court.

The Executive Session was adjourned out of and the City Council Meeting was reconvened at 9:06 p.m. to discuss Uplands Development Company, et al, Cleveland County Court Case CJ-2021-227, and City of Norman vs. Hallbrooke Development Group One, L.L.C., et al, Cleveland County Court Case CV-2021-228, and Title 25 §307(B)(3) to discuss the possible acquisition of real property located at 309 Norman Center Court. No Action Was Taken and No Votes were Cast.

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ADJOURNMENT		
The Meeting was Adjourned at 9:07 p.m.		
ATTEST:		
City Clerk	Mayor	





CITY OF NORMAN, OK

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

Tuesday, January 17, 2023 at 5:30 PM

MINUTES

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

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Larry Heikkila

Councilmember Ward 2 Lauren Schueler

Councilmember Ward 3 Kelly Lynn

Councilmember Ward 4 Helen Grant

Councilmember Ward 5 Rarchar Tortorello

Councilmember Ward 6 Elizabeth Foreman

Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

ABSENT

None

AGENDA ITEMS

DISCUSSION REGARDING BRIDGE MAINTENANCE PROGRAM

Mr. Shawn O'Leary, Director of Public Works, said in 2004, Oklahoma was ranked 49th in the nation for on-system (State responsibility) bridge conditions; however, as of April 2021, Oklahoma was ranked seventh (7th) nationally for on-system bridge conditions. As of 2021, Oklahoma's rank for off-system (City responsibility) bridges in "poor" condition is 40th in the nation.

Item 1, continued:

Mr. O'Leary said the Federal Highway Administration (FHWA) requires all off-system bridges to be inspected biennially and the City contracted HW Lochner Engineering to perform inspections for the last three cycles. He said Council adopted an annual budget for bridge maintenance in FYE 2018 with an allocation of \$100,000 annually. He said in FYE 23, Council adopted a bridge maintenance budget of \$750,000, which is making an impact.

There are 80 nationally registered bridges within the City of Norman and the 2017 inspection cycle identified 18 structurally deficient bridges (poor rating) and the 2021 inspection cycle identified five structurally deficient bridges with 15 bridges being at-risk of becoming structurally deficient. Three bridge failures since 2016 include Havenbrook Street Bridge, Main Street Bridge, and Imhoff Road Bridge. The bridge at 60th Avenue N.E. between Rock Creek Road and Tecumseh Road was closed on December 1, 2022, as a precautionary measure due to structural deficiency.

Mr. Joe Hill, Streets Program Manager, said most bridges in Norman are 50 years old or older and were never built to carry vehicles heavier than a standard car or pickup truck. He said as infrastructure ages, so does the City's mobility because when a bridge is closed, an alternative route has to be created, which may add more travel time and place more traffic on alternative roadway(s). He highlighted approximate vehicle weights with the average car weighing one and one-half tons; average fire truck weighing 19 to 20 tons; average standard truck weighing three tons; average garbage truck weighing 28 tons; average ambulance weighing five tons; average plow truck weighing 28 tons; average loaded school bus weighing 17 tons; average loaded cement truck weighing 33 tons; average loaded charter bus weighing 20 tons; and average loaded semi-trucks weighing 40 tons. The 60th Avenue N.E. Bridge over Rock Creek built in 1940 has a posted weight limit of four tons; the East Robinson Street Bridge located at 72nd Avenue N.E. built in 1938 has a posted weight limit of five tons; and the Franklin Road Bridge over Little River built in 1942 has a posted weight limit of 12 tons.

Mr. Hill said Staff compiled data from the bridge inspection reports to generate a rankordered list consisting of the City's highest priority locations. Staff contracted with HW Lochner to review the rank-ordered list and generate replacement and/or rehabilitation cost estimates for each location. Using the Discovery Report, Staff began an investigation related to possible funding opportunities and is proposing two options for a Bridge Maintenance Bond Program using the same concept as the City's Street Maintenance Bond Program. Option One of the proposed bond program would replace ten identified bridge replacement locations and nine identified major bridge rehabilitation and maintenance locations. This proposal would be a \$50 million program over a tenyear period with a monthly property tax increase of \$2.44 for homes valued at \$100,000, \$5.10 for homes valued at \$150,000, and \$7.75 for homes valued at \$200,000. Option Two of the proposed bond program would replace three identified bridge locations and eight identified major bridge rehabilitation and maintenance locations. This proposal would be a \$20 million program over a five-year period with a monthly property tax increase of \$3.31 for homes valued at \$100,000, \$6.93 for homes valued at \$200,000, and \$10.55 for homes valued at \$300,000.

Mr. Hill highlighted bridge locations that need replacement that include 60th Avenue N.E.; North Porter Avenue; East Robinson Street, 72nd Avenue N.E.; Lindsey Street; 24th Avenue N.E.; 36th Avenue N.E.; East Post Oak; and Franklin Road. Major bridge rehabilitation locations include Indian Hills Road; Franklin Road; 24th Avenue S.W.; West Robinson Street; Lindsey Street; Boyd Street; East Robinson Street; and Main Street.

Councilmember Lynn said he prefers the five-year option because once the public sees the City is doing what it promised to do; they will continue to support future bond projects.

Councilmember Peacock said he wants to do what gives the City the best chance of succeeding when it comes to a vote and believes that is the five year option.

Councilmember Holman agreed that once the public sees the City has completed the projects as promised, they will continue to vote yes on future bridge bond projects. He said there is a higher probability of a five-year bond being approved and if voters approve the five-year program then the City can discuss a ten-year program for the next proposal. He asked if there is federal funding available for bridge repair, replacement, or maintenance.

Councilmember Schueler supports the five-year option because every ward will have a bridge repaired or replaced and the public will see how important this program is to their community.

Councilmember Grant said she is concerned the five-year option will cost citizens more money. She said Council needs to consider what it costs to live in Norman right now.

Mayor Heikkila said the five year option offers a quicker turn around for the City to repair or replace bridges, especially if the City is not indebted for 20 years on a ten year bond. He said it also gives citizens more direction on which bridges are chosen. He said Council just wants the proposal to be successful.

Mr. O'Leary said, in summary, Norman has 80 bridges and over 300 culvert crossings and while Norman's bridges are safe, many are in need of replacement or major repairs. He said 23 bridges were constructed prior to 1950 and a possible Bridge Maintenance Bond Program election could help replace or repair 19 bridges. With Council approval, he anticipates the bond election in late 2023 or early 2024. He said there will be a lot of public outreach and polling regarding the proposal prior to an election.

Mayor Heikkila suggested the presentation be placed on the City's website and add a couple of slides on what algorithm was used to select bridges. He believed this would help the public self-educate themselves.

Mr. O'Leary said there is currently no steady, predictable funding source for bridge replacement or major repairs; however, Staff continues to pursue every grant opportunity, but has not found anything at this time.

Mr. O'Leary said on October 11, 2022, Council approved a contract for engineering design for the 60th Avenue N.E. Bridge and the Porter Avenue Bridge (30% complete).

Items submitted for the record

 PowerPoint presentation entitled, "Proposed Bridge Maintenance Bond Program," dated January 17, 2023

* * * *

2. DISCUSSION REGARDING BUILDING CODE UPDATES

Mr. Greg Clark, Development Services Manager, said the Oklahoma Uniform Building Code Commission (OUBCC) adopts the minimum code for all jurisdictions in Oklahoma. He said municipalities are required by State Statute to adopt these minimums and enforce them in a timely manner. On September 14, 2021, the OUBCC adopted the 2018 International Codes (I-Codes) and 2017 National Electric Code (NEC) as the minimum standard for all commercial buildings and effective September 14, 2022, the OUBCC informed municipalities that minimum standards for one and two-family dwellings/townhouses will be the 2018 International Residential Code (IRC) with modifications provided in their updated rules. Additionally, the 2020 NEC was adopted as the minimum standard for electrical work.

To remain in compliance with State Statutes, the City of Norman will need to update its codes to the 2018 I-Codes with modifications by OUBCC. Mr. Clark said over the past year, Staff has had a continual outreach campaign to inform the building community and public about the pending code changes that included a Staff hosted code review/change meeting on July 28, 2022, to discuss significant changes to the code and seek input from the building community and public; a code review/change meeting on August 16, 2022, to complete discussions about significant changes to the code; presentation to the Business and Community Affairs Committee on December 1, 2022, regarding code changes; providing a "code change request form" on the City's website if anyone desired to submit a change to the code for consideration; providing a Webinar link on the Development Services website regarding significant changes to the code; and email outreach to buildings, designers, trade workers, and others who have pulled permits in the prior calendar year. He said Staff has continually educated builders/designers regarding the City Code updating to the 2018 Building Code and when parties are interested, Staff has provided resources to these individuals.

Mr. Clark said Staff is proposing an increase to the base and re-inspection fees from \$25 to \$35 (keeping in line with inflation) as the fee has not been changed since 2006. He said in calendar year 2021, there were over 27,000 inspections, 3,200 re-inspections, and 4,900 trade permits issued with over 2,100 of those having the base fee, which were typically stand-alone permits (miscellaneous electrical work, plumbing work, heat and air work, etc.). Staff is proposing codifying an existing after hour's inspection fee of \$200 for a two-hour minimum and \$75 per hour thereafter.

Item 2, continued:

Staff wants to update the code to include the State mandated \$4 permit fee obligated by the OUBCC with a .50-cent administration fee. In the past, it was determined this fee did not have to be in the City's fee schedule, but Staff feels it is a better practice to include this fee.

Mr. Clark said the City of Edmond charges \$50 for the first inspection and \$100 per reinspection and a \$30 minimum base fee, but has qualifiers for added fixtures/appliances, etc.; the City of Oklahoma City charges a \$38.50 minimum reinspection fee with a \$28 base fee, but charges more for re-inspection for trade permits, i.e., \$42 for plumbing re-inspections, and has qualifiers for added fixtures/appliances; the City of Moore charges a \$30 re-inspection fee with a \$30 base fee and has qualifiers for added fixtures/appliances; and the City of Yukon charges \$30 for the first two reinspections and \$60 per re-inspection after that with a base fee of \$35. He said the City of Yukon's fee structure closely resembles Norman's.

In previous code cycles, Fire Prevention adopted the National Fire Protection Association 1 (NFPA 1) Fire Code for existing buildings' annual inspections and separately adopted the International Fire Code (IFC) for new construction. Mr. Clark said adopting the NFPA 1 is not needed as the IFC adequately addresses topics in the NFPA 1 and, at times, creates conflicts where a newly built building could be in opposition to another City code. He said having one code for permitting and annual inspections helps Planning Review Staff and Inspectors to be on the same page.

Prior adoptions of the Residential Code allowed unoccupied accessory buildings to be exempt from foundation requirements in the code, but were silent regarding small occupied structures. The language has been clarified to reflect that small unoccupied structures less than 600 square feet and occupied structures less than 400 square feet are exempt from the foundation requirements of the Residential Code. The language will require all structures to have at least four connection points to the earth or foundation and allows for economically feasible small accessory-type storage buildings and limited small occupancies, such as small workshops or tiny homes to be built without a prescriptive footing or engineering.

The OUBCC updated the statewide minimum Energy Rating Index (ERI) to 64 and the City of Norman recently updated its benchmark for its Energy Efficient Credit Program from 47 to 57.

Councilmembers thanked Staff for the presentation.

Items submitted for the record

 PowerPoint presentation entitled, "Updating the 2018 Building Codes," dated January 17, 2023

* * * * *

Item 1.

DISCUSSION REGARDING THE PURCHASE OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE TO BE USED FOR AFFORDABLE HOUSING.

Mr. Anthony Purinton, Assistant City Attorney, said the property identified for affordable housing is a 4.92-acre undeveloped parcel of property at Imhoff Road and Oakhurst Avenue with a contract price of \$525,000. The property is currently zoned as a Planned Unit Development (PUD) so a 75-unit multi-family or senior housing development would require rezoning. The property is outside of the 100-year flood zone and located within a qualified census tract, which scores ten out of ten for Low Income Housing Tax Credits (LIHTC) competition.

Mr. Purinton said upon contract approval, Staff will begin due diligence inspections that include appraisal, property survey, environmental assessments, and other inspections need to satisfy Tax Credit Financing requirements. The due diligence period is 180 days with an additional 30 days (if inspections are favorable and do not require follow-up, the City will probably not need the full period).

Mr. Purinton said comparable property acquisitions support the contract price. Comparable properties recently sold for \$2.23 to \$6.99 per square foot (\$97,000 to \$304,000 per acre) and the subject property is within range of similar sales being on the lower end for price per square foot (\$2.45 or around \$107,000 per acre).

Ms. Lisa Krieg, Community Development Block Grant (CDBG) Grants Manager, said the LIHTC Program is administered by the Oklahoma Housing Finance Agency and funded by the United States Treasury. The 9% LIHTC competition is semi-annual in January and June and is very competitive while the 4% Bond Program is available anytime; however, additional 4% State credits are only available in January for a maximum total of 8%.

Ms. Krieg said LIHTC requires a partnership with an experienced Tax Credit developer and other potential partnerships could include Norman Housing Authority, Norman Affordable Housing Corporation, and Norman Community Housing Development Organization 2015 (CHDO 2015). She said the City engaged DeBruler, Inc., to assist with the tax credit process regarding the feasibility for the 4% versus the 9%, which will be completed by May 2023. She said this tax credit process is driven by the number of units and feasibility of funding potential. If the LIHTC funding is not awarded, the site can still be developed for affordable housing, but there will be fewer units and a partnership with Norman Affordable Housing Corporation and Norman CHDO 2015 to develop the site incrementally as funding allows using American Rescue Plan Act (ARPA) funding, City of Norman HOME ARPA funding, and City of Norman HOME Entitlement funding.

Councilmember Lynn said he cannot support a low-income housing project because the pulse of the people is telling him this is not something the public wants the City to be doing. He does not believe it is the City's role to purchase land and build buildings for anything other than City facilities.

Item 3, continued:

Councilmember Holman said the Oklahoma City metro area has the single largest increase in the percentage of rent. He said Oklahoma is a poor State so a lot of Oklahomans live in poverty or are barely hanging on financially and the State, Churches, and private sector are not able or willing to fully address the problem. He said if these entities are not doing anything about the problem, who is supposed to do something about it? He said the City should not allow people to be pushed out of their homes because they will be on the streets and homelessness is already a big problem throughout the nation. He said many people cannot always afford to pay a deposit plus two month's rent to move into a rental property. He is willing to explore any and all options to help the low-income community in Norman. He is also interested in seeing the environmental impact to this piece of property as well as preserving trees on the property.

Councilmember Tortorello said the City should not be involved in housing projects just by the use of the title of low-income or affordable housing. He suggested finding a different title because it will be hard to convince citizens this is not a "homeless housing" issue. He said the City traditionally focuses on infrastructure, sewer/water service, etc., not housing. He would also like to wait until a Ward One representative is seated so that Councilmember can contribute to the conversation as well as having more time to determine how his/her constituents feel about this project; however, he will defer to other Councilmembers' desires on moving forward.

Councilmember Peacock said the price is right and if the City cannot move forward with the project, the property can be sold, which will not be a problem.

Items submitted for the record

 PowerPoint presentation entitled, "Potential Property Acquisition," dated January 17, 2023

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ADJOURNMENT

The meeting was adjourned at 7:43 p.m.	
ATTEST:	
City Clerk	





CITY OF NORMAN, OK

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

Tuesday, January 24, 2023 at 5:30 PM

MINUTES

Meeting of the 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.

CALL TO ORDER

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

PRESENT

Mayor Larry Heikkila
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

ABSENT

Councilmember Ward 6 Elizabeth Foreman

AGENDA ITEMS

 PRESENTATION FROM DAN SCHEMM, VISIT NORMAN, REGARDING A PROPOSED INCREASE IN THE CITY'S GUEST TAX.

Mr. Dan Schemm, Director of Visit Norman, said he has been trying to fund a Sports Commission since 2015, when Norman voters approved several NORMAN FORWARD Projects that include new or renovated sports venues, such as soccer fields, baseball

Item 1.

fields, football field, and the Young Family Athletic Center (YFAC). He said these venu are coming to fruition. The State recently published new numbers on the economic impact of travel, which hit bottom during the pandemic; however, the numbers are almost exceeding pre-pandemic levels. In 2021, there was \$10.1 billion spent in direct visitors' travel spending that was \$3.2% over 2019. State and local tax revenues include \$748 million, (\$485 per household revenues), \$2.6 billion direct earnings from the travel industry, and over 96,800 jobs. He said tourism is the third largest industry in the State.

Mr. Schemm highlighted economic impact of travel for Cleveland County (FYE 2020) that includes \$359.6 million in spending; \$101.5 million in earnings; 4,340 jobs; \$12.4 million in local taxes; and \$13.8 million in State taxes.

Economic impacts to House Districts (FYE 2020) include \$165 million in spending; \$61 million in earnings; 2,800 jobs; \$6.2 million in local taxes; and \$8 million in State taxes. Mr. Schemm said \$100 of visitor spending generates \$11.40 in local tax revenue, which equals \$390 in local tax and \$480 in State tax.

Mr. Schemm said the current visitor tax is 5% (increased from 4% ten years ago) with a total projected revenue for FYE 2023 of \$1.65 million, which is split with Visit Norman (\$825,000); Norman Arts Council (\$412,500); and Norman Parks and Recreation (\$412,500). The proposed visitor tax increase is 3% for a total of 8% with a total projected revenue of \$1.05 million in FYE 2023, which will be split with Visit Norman (\$787,500) and Norman Arts Council (\$262,500) to fund a Sports Commission. He said a portion of the Sports Commission Budget would be distributed towards NORMAN FORWARD Facilities enhancement to include maintenance and operations as well as bleachers, etc. Councilmember Holman asked if the Parks and Recreation Department supports the new proposed distribution and Mr. Schemm said yes.

Currently, the visitor tax is 5% and Norman is near the bottom of the Oklahoma Visitor Tax Comps and the proposed increase would raise Norman closer to the top of the list on visitor tax, i.e., Tulsa is 8.5%, Oklahoma City is 5.5%, Stillwater is 7%, and Eufaula is the highest at 9%. Mr. Schemm said the visitor tax only applies to non-residents (visitors). He said the visitor tax combined with sales tax would increase Norman's State Visitor Tax Comps from 13.625% to 16.625%.

Mr. Schemm said Norman has visitors year round, but the six football home games bring in more visitors who stay at local hotels and eat at local restaurants. Looking at the Big 12, four new schools have been added that include Provo, Utah; Orlando, Florida; Cincinnati, Ohio, and Houston, Texas. He said many towns have visitor taxes of 5% to 7%; however, Texas rates run from 15% to 17%. He said 8% is relatively low compared to other places and it is not an "apples to apples" comparison because Provo has a 1% restaurant tax and 1% alcohol tax that funds tourism while Lawrence, Kansas, and Manhattan, Kansas, have a 10% alcohol tax to fund tourism. He said Visit Norman would never recommend a restaurant or liquor tax to fund tourism because it would affect citizens as well as visitors.

Item 1.

Mr. Schemm said a Norman Sports Commission would have focus areas that include to following:

- Organizational Structure
 - o Structure blended Sports Commission under Visit Norman's umbrella
 - Staffing Director and Backpack/Special Events Coordinator
 - o Shared marketing services, i.e., social media, videography, etc.
- Community Managing and Marketing
 - Expand communications with stakeholders, local media, and hospitality community
 - Broadcast success through press releases and social media to include economic impact data
 - Create educational forums including the importance of sports
- Targeted National Outreach
 - Industry Conferences
 - o Conduct sales trips and include program local leaders and elected officials
- Local Engagement
 - Expand partnerships with the University of Oklahoma Athletics Program,
 Parks and Recreation Programs, and other community stakeholders
- Events
 - Creating special events with dedicated personnel for concerts and festivals
 - Creating owned everts, i.e., marathons
- Venue Enhancement
 - Enhance and upgrade facilities in the community, i.e., bleachers, field lighting, shade structures, etc.
 - Delivering compact footprint for championship level events

Total estimated NORMAN FORWARD economic impact is \$65.2 million that includes \$8.9 million in tax collected, 74,800 room nights, and 122,600 total visitors.

Councilmembers thanked Mr. Schemm for the presentation and supported moving forward on the proposed Guest Tax in February for a May ballot.

Items submitted for the record

1. PowerPoint presentation entitled, "Norman Visitor Tax Discussion," dated January 24, 2023

ADJOURNMENT

City Clerk	Mayor	
ATTEST:		
The meeting was adjourned at 6:17 p.m.		





CITY OF NORMAN, O'N CITY COUNCIL COMMUNITY PLANNING & TRANSPORTATION COMMITTEE MEETING

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

Thursday, January 26, 2023 at 4:00 PM

MINUTES

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

CALL TO ORDER

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

PRESENT

Councilmember Ward 2 Lauren Schueler Councilmember Ward 8 Matthew Peacock Councilmember Ward 7 Stephen Holman, Chair

ABSENT

None

OTHERS PRESENT:

Mayor Larry Heikkila Councilmember Ward 4 Helen Grant

Mr. James Briggs, Park Development Manager

Ms. Bethany Grissom, Park Planner I

Mr. Taylor Johnson, Transit and Parking Program Manager

Mr. Shawn O'Leary, Director of Public Works

Ms. Heather Poole, Assistant City Attorney

Mr. Darrel Pyle, City Manager

Mr. Jessie Rush, Assistant Director of Operations, EMBARK

AGENDA ITEMS

1. PUBLIC TRANSIT REPORT

Mr. Taylor Johnson, Transit and Parking Program Manager, said the fixed route service transported 24,581 passengers in December 2022, compared to 20,245 in December 2021. The daily average ridership was 947. There were 725 passengers with bicycles and 260 passengers with wheelchairs or other mobility devices transported in December.

The paratransit service transported 1,707 passengers in December 2022, compared to 1,748 in December 2021. Average daily ridership was 66, a decrease of 1.49% compared to December 2021.

Saturday service totaled 2,582 in December 2022, a 135.37% increase over 1,097 in December 2021.

Mr. Johnson said Staff continues to work closely with the architects to finalize renovation plans for the 320 East Comanche Street property into a City Transit Center. On December 12, 2022, Council approved a resolution to alter bus routes and transit bus services as recommended in the Go Norman Transit Plan to take effect in 2023. He said the Plan creates 80 bus stops and discontinues 63 bus stops throughout the City and bus stop improvements will take time and coordination with EMBARK and Tyler Media who supplies bus shelters.

On October 31, 2022, Staff submitted a grant application to the annual Surface Transportation Block Grant Program – Urbanized Area (STBG-UZA) through the Association of Central Oklahoma Governments (ACOG) to replace two 32-foot Compressed Natural Gas (CNG) fixed-route buses. Staff continues to research eligible grants to support existing operations, vehicle needs, and future improvements. Mr. Johnson said the City has secured grant funding to purchase 12 new buses including two electric buses, which is about one-third of the fleet.

Mr. Johnson said following Study Session feedback from Council, Staff conducted a second workshop on January 3, 2023, regarding possible alternatives for a microtransit pilot program. After the workshop, Staff reviewed all of the data and is recommending a pilot program consisting of a turnkey microtransit service, which would be offered Monday through Saturday from 6:00 p.m. to 12:00 a.m. (or 7:00 p.m. to 1:00 a.m.) and Sunday from 10:00 a.m. to 6:00 p.m. in defined zones of limited scope.

Chairman Holman said a constituent requested a bus stop at Imhoff Road and Oakhurst Avenue, but he thought a microtransit service could close the types of gaps where bus stops are not located near neighborhoods needing bus service by transporting citizens to the nearest fixed route bus stop, particularly if a fixed bus stop route for an area is not feasible.

Mr. Johnson said the Fleet Maintenance Division continues to ensure the transit fleet is in operational condition each morning, despite the age of the vehicles. The maintenance includes fueling, cleaning, and sanitizing each transit vehicle daily.

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Item 1, continued:

Chairman Holman voiced concerns about the impact of eliminating the West Norman route because even though it has a low ridership (244 in December 2022) there are apartments near the bus stop and he believes the residents may depend on the bus for transportation. Mr. Johnson said Staff had to make a few tough decisions and that bus stop was not productive in terms of ridership.

Items submitted for the record

- Memorandum dated January 26, 2023, from Taylor Johnson, Transit and Parking Program Manager, through Shawn O'Leary, P.E., CFM, Director of Public Works, to Council Community Planning and Transportation Committee
- 2. EMBARK Norman Performance Report for December 2022

* * * * *

2. DISCUSSION REGARDING CITYWIDE PARK IMPROVEMENTS.

Mr. James Briggs, Park Development Manager, introduced Ms. Bethany Grissom, Park Planner I. He said the Parks and Recreation Department goals are to distribute as much of the piece of the pie (funding) as possible. He said the City owns six Recreation Centers, four Cultural Centers, and parks in about every Ward. He said programming has evolved over the years to include different cultural, racial, ethnic, and minority communities. The Recreation Centers have continued to develop programming that brings parks to a space that does not have a park (pop up mobile parks). He said the Parks and Recreation Department includes activities and amenities for a range of physical and/or cognitive disabilities with access to green space and events evenly distributed throughout the entire City. Staff is gathering community input regarding needs and feedback on current offerings.

The City also owns the Young Family Athletic Center and Senior Wellness Center, which are both under construction as well as Griffin and Reaves Parks that are currently under renovation. There are 32 events scheduled in 2023 with 35% of household participating in a program and 88% of residents rated the quality of the programs offered as excellent or good.

Top programming priorities include adult fitness/wellness, nature education, fitness classes, and outdoor hiking. In 2021, two pop-up park events were held to bring programming to parks (Ruby Grant and Colonial Estates) where special events currently do not take place. Mr. Briggs said pop-up events were well attended by community members. He said continuation of the pop-up park initiative would create easier access to recreation events while providing desired outdoor programming. He said the City needs a dedicated truck/trailer (\$50,000 to \$75,000) where equipment could be stored and pre-packaged food served, which would help to lower labor and financial costs associated with these pop-up park events.

Item 2, continued:

Mr. Briggs said playground amenities will be installed, such as wheelchair accessible merry-go-rounds, grade synthetic surfacing, and play alone features. He said projects will adhere to Americans With Disabilities Act (ADA) guidelines in all facilities. The City has 67 parks, which is anticipated to grow to 71 over the next five years.

Currently, 53% of residents can walk to a park in ten minutes or less (National average is 55%); 76% of residents report they are satisfied with the proximity of parks to their home, and 85% of houses report visiting a park/facility during the past year (National average is 76%).

The greatest opportunity to improve access to parks is to create more access points to parks via roads, sidewalks, green corridors, etc. Green corridors, specifically trails, have the greatest support within the community and were ranked as the top priority and highest unmet need by residents.

Today, 13 out of 38 NORMAN FORWARD Project parks have been completed east of the railroad tracks and 7 out of 29 parks have been completed west of the railroad tracks. Future NORMAN FORWARD Projects include 41 parks east of the railroad tracks (16 completed) and 30 parks west of the railroad tracks (12 completed).

NORMAN FORWARD Project park improvements over the next five years include:

- Year One: William Morgan, Sunrise, Canadian Trails, Pebblebrook;
- Year Two: Kiwanis, Northeast Lions, Sutton Place, Woodslawn, Rock Creek;
- Year Three: Springbrook, Eagle Cliff, Deerfield, Eastridge, Colonial Commons;
- Year Four: Normandy, Oak Tree South, Little Axe, Crestland, Brookhaven; and
- Year Five: Chisholm's Trail, Lions Memorial, Colonial Estates, Kevin Gottshall III.

Mr. Briggs said the Park Master Plan has not been updated in 15 years and needs to be updated.

Councilmembers thanked Staff for the update.

Items submitted for the record

 PowerPoint presentation entitled, "Park Improvements," dated January 26, 2023

ADJOURNMENT

The	meeting	was	adi	iourned	at	4:41	p.m.
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ATTEST:

City Clerk	Mayor





CITY OF NORMAN, OLL CITY COUNCIL SPECIAL MEETING

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

Tuesday, March 14, 2023 at 5:30 PM

MINUTES

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

CALL TO ORDER

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

PRESENT

Mayor Larry Heikkila
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Helen Grant
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman

ABSENT

Councilmember Ward 8 Matthew Peacock

AGENDA ITEMS

 CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, UNDER TITLE 25 § 307(B)(4) TO DISCUSS PENDING LITIGATION ASSOCIATED WITH SHAZ INVESTMENT GROUP, L.L.C., VS. THE CITY OF NORMAN, CLEVELAND COUNTY COURT CASE CJ-2021-1044(K).

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

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

Item 1.

The Special Meeting was adjourned out of and an Executive Session was convened in order to discuss pending litigation associated with Shaz Investment Group, L.L.C., vs. the City of Norman, Cleveland County Court Case CJ-2021-1044(K).

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

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

The City Council adjourned into Executive Session at 5:33 p.m. Mr. Darrel Pyle, City Manager, Ms. Kathryn Walker, City Attorney, and Mr. Rick Knighton, Assistant City Attorney, were in attendance at the Executive Session. No action was taken and no votes were cast.

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

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

The Executive Session was Adjourned out of and the Special Meeting was reconvened at 6:25 p.m.

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

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

ADJOURNMENT

The Meeting was Adjourned at 6:30 p.m.

ATTEST:		
City Clerk	 Mayor	

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Michele Loudenback

PRESENTER: Michele Loudenback, Environmental and Sustainability Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION,

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

NORMAN ECOMONTH IN THE CITY OF NORMAN

Proclamation

P-2223-11

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SATURDAY, APRIL 22, 2023, AS EARTH DAY AND MARCH 22 THROUGH MAY 13, 2023, AS GREEN NORMAN ECOMONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, Senator Gaylord Nelson created Earth Day to increase environmental awareness and to highlight devastating effects of pollution to our air, water, and soil to the nation; and
- § 2. WHEREAS, twenty-two (22) million Americans celebrated the first Earth Day on April 22, 1970.
- § 3. WHEREAS, the City of Norman Parks and Recreation, Utilities, and Public Works Departments have planned a series of events to celebrate this important milestone and provide Norman residents an opportunity to get involved; and
- § 4. Whereas, Saturday, April 22, 2023 marks the 53rd Anniversary of Earth Day, and
- § 5. WHEREAS, Saturday, March 22nd through Saturday, May 13th, is recognized as Green Norman EcoMonth with free activities to be held at various locations across the city; and
- § 6. WHEREAS, Sunday, April 23, 2023 from noon to 5:00 p.m. is the City of Norman's 19th Annual Earth Day Festival to be held at Reaves Park; and
- § 7. WHEREAS, we encourage the community to come be a part of these free public events and learn new things about the world around us.

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

§ 8. Do hereby proclaim April 22, 2023, as Earth Day and March 22nd through May 13th, 2023, as Green Norman EcoMonth in the City of Norman and encourage our citizens to make a difference in our community: to think, reduce, reuse, recycle, replenish, restore, refresh, replant, rebuild, repurpose and respect.

PASSED AND APPROVED this _	day of	, 2023.	
ATTEST:		Mayor	
City Clerk			



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Colin Zink, Urban Forester

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-14: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 23, 2023, AS

ARBOR DAY IN THE CITY OF NORMAN.

Proclamation

P-2223-14

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING SUNDAY, APRIL 23, 2023, AS ARBOR DAY IN THE CITY OF NORMAN.

- WHEREAS, Oklahoma has recognized Arbor Day through observance and ceremonies for more than 100 years; and
- § 2. WHEREAS, we recognize the importance of planting trees to beautify our parks and public places and around our homes and businesses; and
- § 3. WHEREAS, we recognize the environmental, social and economic benefits of trees such as providing shade; creating a sense of community and visually pleasing neighborhoods; reducing home heating and cooling costs, reducing air pollution, noise pollution and soil erosion; and enhancing property value and economic vitality of business areas; and
- § 4. WHEREAS, it is the purpose of Arbor Day to encourage the planting of trees in urban and rural areas, promote proper management of trees; and to remember the many benefits we receive from trees; and
- § 5. WHEREAS, Norman has been awarded for the twentieth consecutive year, Tree City USA status by the Arbor Day Foundation; and
- § 6. WHEREAS, the City of Norman Parks and Recreation and City Tree Board has scheduled an Arbor Day observance Sunday, April 23, 2023, at 3:00 p.m. in Reaves Park with a tree planting and presentation.

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

§ 7. Do hereby proclaim Sunday, April 23, 2023, as Arbor Day in the City of Norman and encourage all citizens to observe Arbor Day by planting an Oklahoma proven tree for the benefit of all citizens and that of future generations.

PASSED AND APPROVED this 28th day of March, 2023.

	ATTEST:	Mayor	
**7	City Clerk		

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 9 THROUGH 15, 2023, AS NATIONAL TELECOMMUNICATOR WEEK IN

THE CITY OF NORMAN.

Proclamation

P-2223-15

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 9 THROUGH 15, 2023, AS NATIONAL TELECOMMUNICATOR WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, in 1991, Congressional resolution named the second full week in April of every year as National Telecommunicator Week; and
- § 2. WHEREAS, emergencies can occur at any time or place that require the assistance of police, fire, or emergency medical services; and
- § 3. WHEREAS, 9-1-1 is the Hotline for Help for people in emergency situations and the 9-1-1 call taker's voice is the first assurance that help is on the way; and
- § 4. WHEREAS, 9-1-1- professionals regularly meet the challenges of extremely stressful situations with calmness and efficiency; and
- § 5. WHEREAS, when an emergency occurs, the prompt response of police officers, firefighters, and paramedics is critical to the protection of life and preservation of property; and
- § 6. WHEREAS, the safety of these emergency responders is dependent upon the quality and accuracy of information obtained from citizens who telephone the 9-1-1 communications center; and
- § 7. WHEREAS, Public Safety Dispatchers in Norman are the "9-1-1 Dispatchers: Everyday Superheroes," providing assistance before any other emergency services arrive on the scene; and
- § 8. WHEREAS, Public Safety Dispatchers are a vital link for our emergency responders by monitoring their activities by radio, providing them information and insuring their safety; and
- § 9. WHEREAS, Public Safety Dispatchers contribute substantially to the apprehension of criminals, suppression of fires and treatment of injuries and illnesses on a daily basis; and
- §10. WHEREAS, each dispatcher has exhibited compassion, understanding, and professionalism during the performance of his or her daily job duties.

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

§11. Do hereby proclaim the week of April 9 through 15, 2023, as National Telecommunicator Week in the City of Norman in honor of the men and women whose diligence and professionalism keep our City's citizens and emergency responders safe.

PASSED AND APPROVED this 28th day of March, 2023.



ATTEST:		
	Mayor	

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File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2223-16: A PROCLAMATION OF THE MAYOR OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 9 THROUGH 15, 2023, AS NATIONAL ANIMAL CONTROL

OFFICER APPRECIATION WEEK IN THE CITY OF NORMAN.

Proclamation

P-2223-16

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF APRIL 9 THROUGH 15, 2023, AS NATIONAL ANIMAL CONTROL OFFICER APPRECIATION WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, National Animal Control Officer Appreciation Week is celebrated every second full week of April and is endorsed by the National Animal Care and Control Association; and
- § 2. WHEREAS, Animal services are a key component of the City of Norman's quality of life, health, and safety; and
- § 3. WHEREAS, Animal Welfare Officers respond to calls of stray animals and deceased animals on our city streets; and
- § 4. WHEREAS, Animal Welfare Officers seek justice in cases of abused, neglected, and abandoned animals; conduct humane investigations and bring helpless animals to safety; and protect animals from abusers and people from dangerous animals; and
- § 5. WHEREAS, Animal Welfare Officers encounter sick, lost, aggressive, and injured animals on a daily basis and work on public safety issues, perform bite investigations, and rabies prevention activities; and
- § 6. WHEREAS, Animal Welfare Officers educate the community on how to better care for their pets and offer resources for struggling citizens whose pets are a vital part of their families; and
- § 7. WHEREAS, every Animal Welfare Officer has exhibited compassion, understanding and professionalism during the performance of his or her daily job duties and understands the importance of keeping pets and people together.
- § 8. WHEREAS, Animal Welfare Officers constantly struggle with emotionally and physically challenging situations in a profession that demands concentration, stamina, endurance, and a clear mind and dedicate their careers to protecting the welfare of vulnerable and helpless animals that have been rescued from injury, disease, and starvation.

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

§ 9 Do hereby proclaim the week of April 9 through 15, 2023, as Animal Control Appreciation Week in honor of the men and women whose diligence and professionalism keep Norman's citizens and animals safe.

PASSED AND APPROVED this 28th day of March, 2023.

		Mayor	
R M	ATTEST:		
	City Clerk		

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGMENT, APPROVAL,

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

Proclamation

P-2223-17

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF APRIL, 2023, AS CHILD ABUSE AND NEGLECT PREVENTION MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, the month of April has been declared National Child Abuse Prevention Month in our country; and
- § 2. WHEREAS, in 2022, Cleveland County reported 785 victims of child abuse or neglect; and
- § 3. WHEREAS, the Norman community provides children services on abuse and neglect issues and are united in promoting advocacy for children; and
- § 4. WHEREAS, communities must make every effort to report victims of child abuse or neglect and the Norman community serves a number of children locally; and
- § 5. WHEREAS, effective child abuse prevention and education activities succeed because of the meaningful connections and partnerships created between all sectors of the community; and
- § 6. WHEREAS, the Norman Community is invested in prevention and advocacy through
 - Education to schools, civic groups, and churches
 - · Volunteer efforts to local organizations; and
 - Philanthropic contributions to assist child abuse response, treatment, and advocacy.

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

§ 7. Do hereby proclaim the month of April, 2023, as Child Abuse and Neglect Prevention Month in the City of Norman and urge all citizens to dedicate ourselves to the task of improving the quality of life for all children and families.

PASSED AND APPROVED this 28th day of March, 2023.

	ATTEST:	Mayor
B M	City Clerk	

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

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 0-2223-27 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN, TO BE RENUMBERED AS SECTION 36-201 EFFECTIVE MARCH 30, 2023, SO AS TO REMOVE PART OF THE SOUTHWEST QUARTER (SW/4) OF SECTION THREE (3), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED 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.
 - 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 24th Ave NE; there will be one access point on 24th 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.
 - o 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 24th 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. <u>Severability</u>. 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	NOT ADOPTED this	day of
	, 2023.		, 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 24th 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

Property Legal:

Property Address: 5201 24th Ave. NE, Norman, OK 73071

<u>Property Legal</u>: 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 I/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.
- o 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 24th 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.

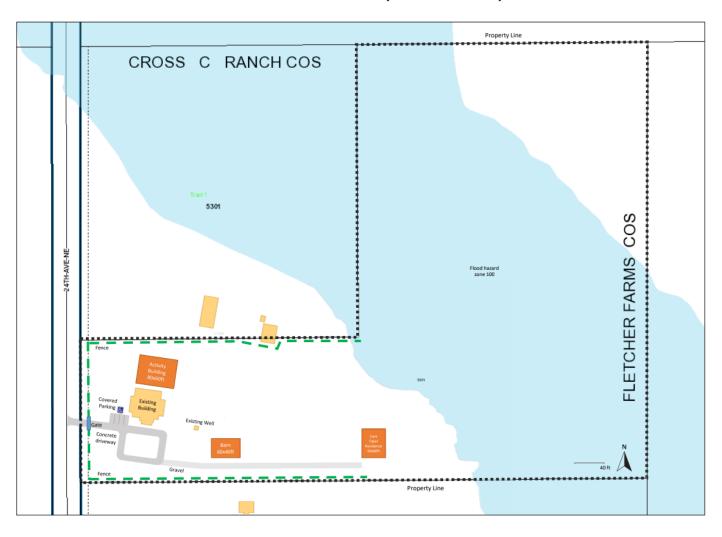
Fencing: Build a 6-foot privacy fence on the North and South sides of the primary residence. South side will be approximately 500 linear feet and the one on the North property line is about 639 linear feet, as depicted on the site plan. Build two sets of 6-foot-tall fences to finish enclosing the primary 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



Site Development Plan- Open Space
5201 24th Ave NE, Norman, OK

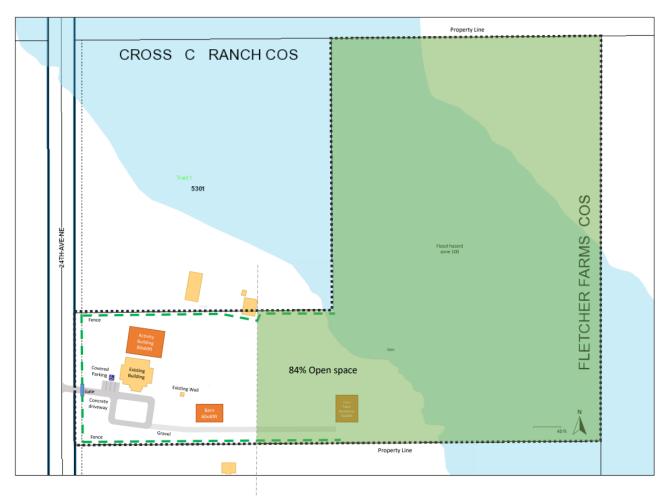


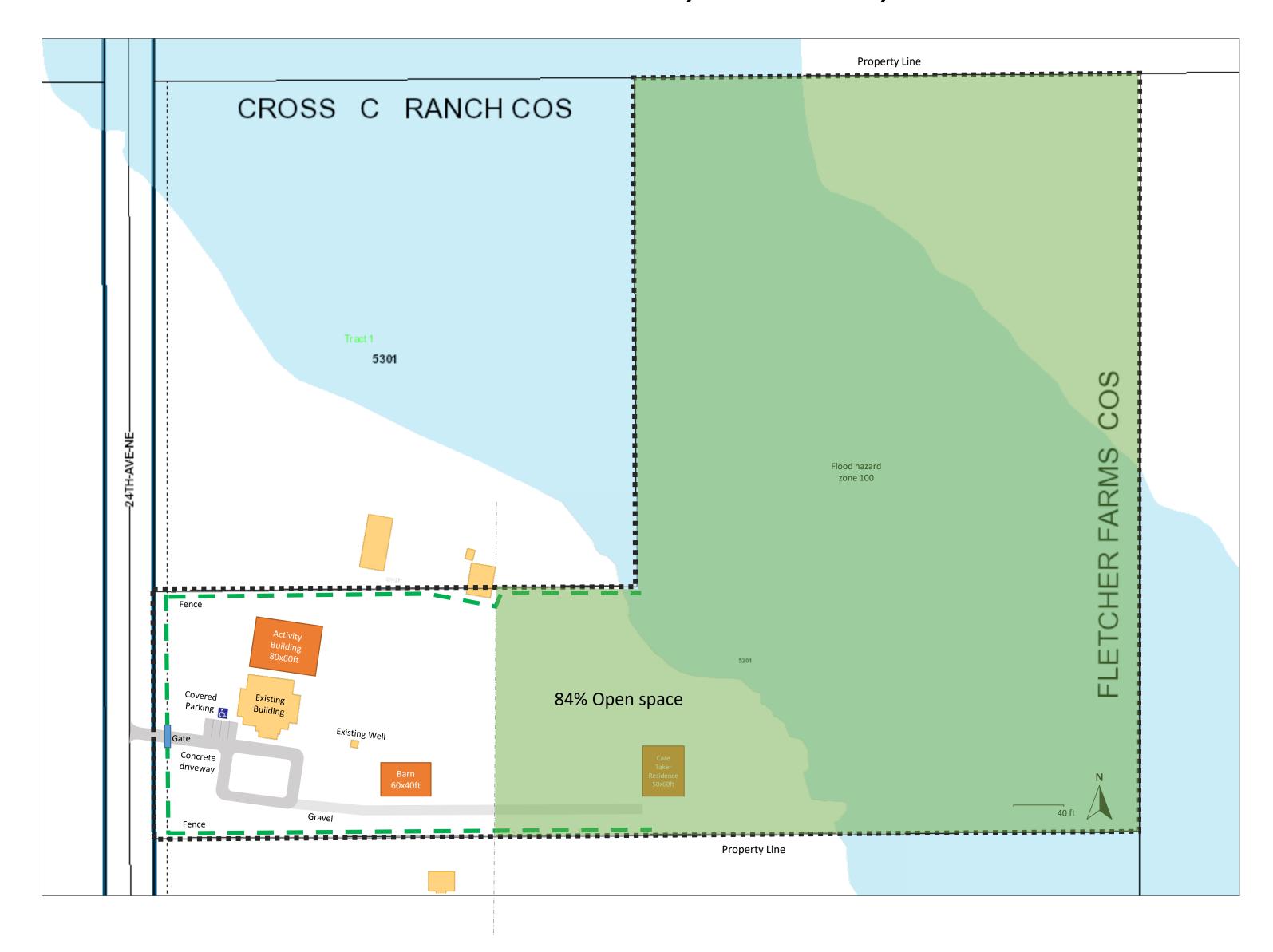
Exhibit B

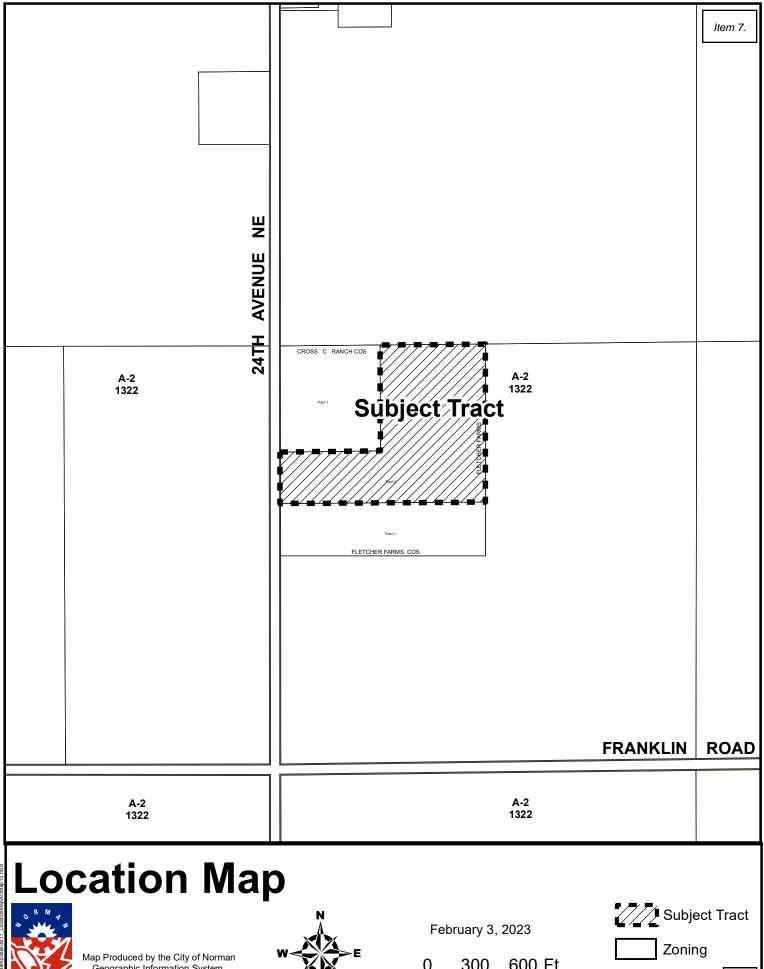
Allowed Uses:

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



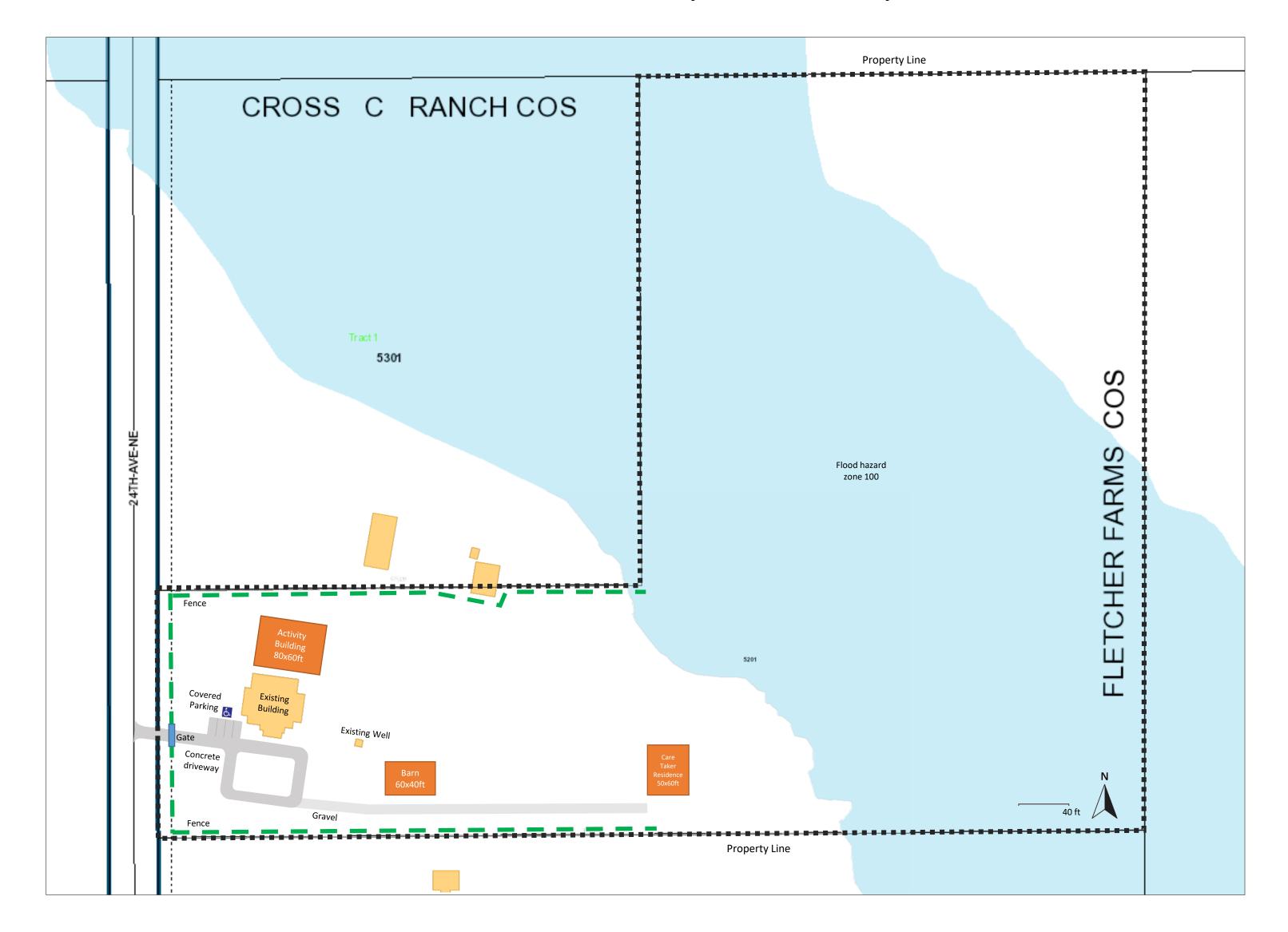


Geographic Information System. The City of Norman assumes no responsibility for errors or omissions in the information presented.



300 600 Ft.

5201 24th Ave NE, Norman, OK



Planning Commission Agenda March 9, 2023

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 24th 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.

Item 7.

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 24th Ave NE; there will be one access point on 24th 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):
 - o The main existing house of 2,700 square feet will be remodeled to be used for indoor activities to accommodate SunHive Members' needs.
 - o 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

Item 7.

been advised of the need to consult with and comply with potential state agencies regardany 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 9th 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:

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-36 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 21-113 OF THE CODE OF THE CITY OF NORMAN. TO BE RENUMBERED AS SECTION 34-214 EFFECTIVE MARCH 30, 2023, CONTINGENT ON VOTER APPROVAL OF ORDINANCE O-2223-37, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS TO TEN DOLLARS AND NINETY CENTS (\$10.90); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS TO THREE DOLLARS AND FORTY-SIX CENTS (\$3.46) PER 1,000 GALLONS FOR THE FIRST 5,000 GALLONS OF WATER USED, FOUR DOLLARS AND FIFTY CENTS (\$4.50) PER 1.000 GALLONS FOR 5.001 TO 15.000 GALLONS USED, SIX DOLLARS AND SEVENTY-FIVE CENTS (\$6.75) PER 1,000 GALLONS FOR 15,001 TO 20,000 GALLONS USED, AND NINE DOLLARS AND FIFTY-ONE CENTS (\$9.51) PER 1,000 GALLONS FOR WATER USED IN EXCESS OF 20,000 GALLONS: INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL METERED USERS TO TEN DOLLARS AND NINETY CENTS (\$10.90); INCREASING THE MONTHLY WATER RATES FOR NON-RESIDENTIAL METERED USERS TO FOUR DOLLARS AND SIXTY-NINE CENTS (\$4.69) PER 1,000 GALLONS OF WATER USED UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN, AND SEVEN DOLLARS AND FOUR CENTS (\$7.04) PER 1,000 GALLONS OF WATER USED IN EXCESS OF SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION: PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

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

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.

PROJECT	PROP. COST (\$, in millions)	ACTUAL COST (\$, in millions)	STATUS
Water Treatment Plant Phase II Improvements	31.0	36.2	Complete
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Additional Groundwater Supply of 2 Million Gallons per Day	9.0	11.0	Complete
Land Purchase	2.0	0.9	Complete
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TOTAL	47.0	63.0	

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;
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- Leak notifications:
- 4. Water conservation advances with the additional data;
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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;
- 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			
Monthly Water Service Charge, \$ per bill					
All Customers					
- Base Fee	\$6.00	\$10.90			
- Capital Improvement Charge	\$1.50	\$ 1.50			
Volume Rates, \$ per 1,000 gallons					
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		
Monthly Water Service Charge, \$ per bill				
All Customers - Base Fee - Capital Improvement Charge	\$6.00 60% of sewer rate	\$10.90 60% of sewer rate		
Volume Rates, \$ per 1,000 gallons				

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 0-2223-36

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 \mathbf{ON} **VOTER** APPROVAL **OF ORDINANCE** 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: <u>AMENDMENT</u> "34-214 Rates For Water Service" of the City of Norman Municipal Code is hereby *amended* as follows:

BEFORE 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) \$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 Rl-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

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- (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) \$10.906.00 base fee;
 - (2) \$3.463.35 per 1,000 gallons for zero to 5,000 gallons;
 - (3) \$4.50<mark>4.10</mark> per 1,000 gallons for 5,001 to 15,000 gallons;
 - (4) \$6.75<mark>5.20</mark> per 1,000 gallons for 15,001 to 20,000 gallons;
 - (5) \$9.516.80 per 1,000 gallons for over 20,000 gallons.
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- (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\(\frac{6.00}{6.00} \) for each water meter.
- (3) The water rate for consumption up to a nonresidential metered user's average winter consumption shall be \$4.693.80 per 1,000 gallons of water.
- (4) The water rate for consumption exceeding a nonresidential metered user's average winter consumption shall be \$7.044.20 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)

SECTION 2: <u>SEVERABILITY CLAUSE</u> 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

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Presiding	Officer		Attest					
Larry Heikl	kila, Mayor, City o	f	Brenda Norman		City	Clerk,	City	of

File Attachments for Item:

9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-37 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 13TH DAY OF JUNE, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. 0-2223-36. 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 0-2223-37. 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: 03/28/2023

REQUESTER: Chris Mattingly, Director of Utilities

PRESENTER: Chris Mattingly, Director of Utilities

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- 1. Improved customer satisfaction through accurate water bills;
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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;
- 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
Monthly Water Service Charge, \$ pe	r bill	
All Customers		
- Base Fee	\$6.00	\$10.90
- Capital Improvement Charge	\$1.50	\$ 1.50
Volume Rates, \$ per 1,000 gallons		•
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					
Monthly Water Service Charge, \$ per bill							
All Customers - Base Fee - Capital Improvement Charge Volume Rates, \$ per 1,000 gallons	\$6.00 60% of sewer rate	\$10.90 60% of sewer rate					
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.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 13TH DAY OF JUNE, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-2223-36, WHICH ORDINANCE AMENDS SECTION 21-113 OF THE CODE OF THE CITY OF NORMAN, TO BE RENUMBERED AS SECTION 34-214 EFFECTIVE MARCH 30, 2023, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2223-37, INCREASING 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. <u>Proposition</u>. 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 13th 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:

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	NOT ADOPTED this	day of
	, 2023		, 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^{st}	YES	- FOR THE ABOVE PROPOSITION
2^{nd}	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.

		r 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:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL,

ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF FEBRUARY, 2023, AND DIRECTING THE

FILING THEREOF.

DATE:

March 8, 2023

TO:

FROM: REVIEWED BY: PREPARED BY:

Anthony Francisco, Director of Finance A Transce Clint Mercer, Chief Accountant Debbie Whitaker, Municipal Accountant III

SUBJECT:

Breakdown of Interest Earnings by Fund

MONTHLY COMPARISON

ANNUAL COMPARISON

	INC. THE TOUR TWO ON									
<u>FUND</u>	MONTHLY BUDGETED INTEREST EARNINGS FYE23	MONTHLY INTEREST EARNINGS February 2023	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE February 2023	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE23-YTD	INTEREST EARNINGS YTD FYE23	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$15,785	\$23,737	50.37%	5.17%	15,714,008	6.19%	\$121,380	\$138,737	14.30%	5,62%
NET REVENUE STABILIZATION	\$4,167	\$7,484	79.61%	1,63%	4,546,485	1.79%	\$33,333	\$43,310	29.93%	1.75%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$26,197	528,73%	5.70%	9,433,374	3.72%	\$33,333	\$106,616	219.85%	4.32%
HOUSING	N/A	\$155	100.00%	0.03%	4,705,636	1.85%	N/A	\$717	100,00%	0.03%
SPECIAL GRANTS FUND	N/A	\$14,768	100.00%	3.22%	24,719,847	9.74%	N/A	\$74,253	100,00%	3.01%
ROOM TAX FUND	\$208	\$1,437	589.63%	0.31%	892,488	0.35%	\$1,667	\$9,430	465.80%	0.38%
SEIZURES	\$42	\$2,481	5853,90%	0.54%	1,542,229	0,61%	\$333	\$14,867	4360,06%	0,60%
CLEET FUND	N/A	\$0	100.00%	0.00%	(16,040)	-0.01%	N/A	\$0	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$1,308	0.00%	0.28%	175,538	0.07%	\$0	\$17,009	0.00%	0.69%
ART IN PUBLIC PLACES FUND	N/A	\$2	100.00%	0.00%	1,362	0.00%	N/A	\$17	100,00%	0.00%
WESTWOOD FUND	\$625	\$5,361	757.82%	1.17%	1,190,517	0.47%	\$5,000	\$20,891	317.81%	0.85%
WATER FUND	\$10,000	\$73,955	639,55%	16.10%	40,228,645	15,85%	\$80,000	\$405,877	407.35%	16.44%
WASTEWATER FUND	\$4,167	\$13,854	232,50%	3.02%	7,996,306	3.15%	\$33,333	\$83,309	149,93%	3.37%
SEWER MAINTENANCE FUND	N/A	\$25,209	100.00%	5.49%	14,914,147	5.88%	N/A	\$143,111	100.00%	5.80%
DEVELOPMENT EXCISE	\$5,833	\$11,551	98.02%	2,51%	6,821,071	2.69%	\$46,667	\$67,489	44.62%	2.73%
SANITATION FUND	\$25,000	\$22,716	-9.14%	4.95%	13,382,923	5.27%	\$200,000	\$143,882	-28.06%	5.83%
RISK MANAGEMENT FUND	N/A	\$0	100.00%	0.00%	(960,996)	-0.38%	N/A	\$7,376	100.00%	0.30%
CAPITAL PROJECTS FUND	\$58,333	\$72,596	24.45%	15.81%	54,796,211	21.59%	\$266,667	\$378,604	41.98%	15.33%
NORMAN FORWARD SALES TAX	\$1,250	\$97,255	7680.41%	21.17%	28,443,351	11.21%	\$10,000	\$574,321	5643.21%	23.26%
PARKLAND FUND	\$833	\$1,401	68.16%	0.31%	826,299	0.33%	\$6,667	\$8,229	23,43%	0.33%
UNP TAX INCREMENT DISTRICT	\$2,000	\$34,225	1611.24%	7.45%	10,474,897	4.13%	\$320,000	\$144,807	100.00%	5.86%
CENTER CITY TAX INCREMENT DIST	\$167	\$3,974	0.00%	0.87%	2,345,654	0.92%	N/A	\$11,919	100.00%	0.48%
SINKING FUND	\$2,083	\$17,941	761.18%	3.91%	10,621,462	4.19%	\$16,667	\$64,196	285.18%	2.60%
SITE IMPROVEMENT FUND	N/A	\$87	100.00%	0.02%	51,291	0.02%	N/A	\$517	100.00%	0.02%
TRUST & AGENCY FUNDS	N/A	\$17	100.00%	0.00%	9,880	0.00%	N/A	\$100	100.00%	0.00%
ARTERIAL ROAD FUND	N/A	\$1,590	100.00%	0.35%	935,014	0.37%	N/A	\$9,423	100.00%	0.38%
	\$134,660	\$459,300	241.08%	100.00%	253,791,598	100.00%	\$1,175,047	\$2,469,005	110.12%	100.00%
		New York Control								

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of \$253.79 million as of 02/28/23 are represented by working capital cash balances of all City funds of approximately \$109.43 million, outstanding encumbrances of \$77.62 million, General Obligation Bond proceeds of \$29.31 million, NUA revenue bond proceeds of \$7.79 million, NMA bond proceeds of \$19.81 million, and UNP TIF reserve amounts of \$9.83 million.

INVESTMENT BY TYPE

			February 28,	2023			
					EARNED		
LIST BY TYPE	<u>SEC. NO.</u>	<u>PURCHASED</u>	MATURITY	<u>YIELD</u>	INTEREST	COST	MARKET
**Checking							
							040 404 000 50
BANK OF OKLAHOMA	GEN'L DEP.			0.92%	\$29,502.80	\$42,461,202.52	\$42,461,202.52
BANK OF OKLAHOMA	WARRANTS P	AYABLE				(\$1,748,198.14)	(\$1,748,198.14)
BANK OF OKLAHOMA	PAYROLL					(\$3,470,471.29)	(\$3,470,471.29)
BANK OF OKLAHOMA	COURT BOND	REFUNDS				\$156,800.08	\$156,800.08
BANK OF OKLAHOMA	INSURANCE C	LAIMS				\$709,152.47	\$709,152.47
BANK OF OKLAHOMA	LOCK BOX					\$1,527,535.16	\$1,527,535.16
BANK OF OKLAHOMA	RETURN CHE	CKS				(\$4,094.94)	(\$4,094.94)
BANK OF OKLAHOMA	PARKS					\$784.30	\$784.30
BANK OF OKLAHOMA	FLEXIBLE SPE	NDING				\$7,121.63	\$7,121.63
BANK OF OKLAHOMA	CDBG-CV			0.92%	\$154.68	\$201,789.20	\$201,789.20
**Subtotal	00000				\$29,657.48	\$39,841,620.99	\$39,841,620.99
Subtotal					****	*	
**Money Market							
Worley Warket							
DANGEIDOT AULA	MONEY MET			4.01%	\$1,520.16	\$944,932.59	\$944,932.59
BANCFIRST-NUA	MONEY MKT.			3,95%	\$412.75	\$216,313.11	\$216,313.11
BANCFIRST-NMA Room Tax	MONEY MKT.				\$15,410.10	\$6,037,907.78	\$6,037,907.78
BANCFIRST-NUA Water	MONEY MKT.			4.01%			\$802,867.26
BANCFIRST-NUA Clean Water	MONEY MKT,			3.95%	\$1,307.01	\$802,867.26	
BANCFIRST-NMA PSST	MONEY MKT.			4.01%	\$25,375.15	\$8,501,132.57	\$8,501,132.57
BANCFIRST-NMA Norman Forward	MONEY MKT.			4.01%	\$68,452.25	\$11,088,364.47	\$11,088,364.47
BANCFIRST-NMA ERP Financing	MONEY MKT.			4.01%	\$0.00	\$0.00	\$0.00
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			4.17%	\$33,159,29	\$9,825,763.42	\$9,825,763.42
BANK OF OKLAHOMA ARPA	MONEY MKT.			0.92%	\$14,742.53	\$19,232,682.02	\$19,232,682.02
BANK OF OKLAHOMA-Westwood	MONEY MKT.			0.92%	\$5,361.36	\$0.00	\$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			0.92%	\$9.56	\$12,467.13	\$12,467.13
BANK OF OKLAHOMA	MONEY MKT.			0.92%	\$25.37	\$33,092.26	\$33,092.26
BANK OF OKLAHOMA	MONEY MKT.			0.92%	\$159.50	\$176,898.77	\$176,898.77
BANK OF OKLAHOMA-SW	MONEY MKT.			0.92%	\$0.02	\$23.27	\$23.27
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			0.92%	\$457.86	\$597,310.97	\$597,310.97
				0.92%	\$647.95	\$811,932.72	\$811,932,72
BANK OF OKLAHOMA-2019A	MONEY MKT.				\$9,092.95	\$11,860,986.00	\$11,860,986.00
BANK OF OKLAHOMA-2019B	MONEY MKT.			0.92%			\$2,934,067.26
BANK OF OKLAHOMA-2020A	MONEY MKT.			0.92%	\$2,282.88	\$2,934,067.26	
BANK OF OKLAHOMA-2021	MONEY MKT.			0.92%	\$10,502.66	\$13,701,465.61	\$13,701,465.61
						800 770 007 04	POC 779 207 24
**Subtotal					\$188,919.35	\$86,778,207.21	\$86,778,207.21
**Sweep/Overnight							
				0.000/	e7 000 40	en E4E E4D 22	\$2,515,510.23
GOLDMAN SACHS	GOVT SELEC			3.92%	\$7,923.48	\$2,515,510.23	
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			4.36%	\$117,413.69	\$44,100,259.39	\$44,100,259.39
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/21	03/30/23	0.45%	\$31.25	\$250,000.00	\$250,000.00
GREAT NATIONS BANK	CD	09/30/21	09/30/23	0.45%	\$114,58	\$250,000.00	\$250,000.00
VALLIANCE BANK	CD	11/30/21	11/30/22	0.15%	\$31.25	\$250,000.00	\$250,000.00
FIRST NATIONAL BANK	CD	12/28/21	12/28/22	0.25%	\$52.08	\$250,000.00	\$250,000.00
**Subtotal					\$229.16	\$1,000,000.00	\$1,000,000.00
Cabiciai							
**U.S. Treasury Securities/Agency Se	curities						
US T-Note	91282CBN0	06/30/21	02/28/23	0.13%	1,326.07		BO OFO 400 00
FNMA	3135G05T6	11/30/21	08/18/23	0.48%	2,561.61	6,500,000.00	\$6,353,100.00
US T-Note	9128284X5	06/29/21	08/31/23	2.75%	3,233.12	8,500,000.00	\$8,403,610.00
FHLMC	3134GW7K6	04/29/22	11/03/23	2.40%	12,367.44	6,788,000.00	\$6,560,873.52
FHLB	3130A3VC5	12/31/19	12/08/23	1.62%	9,149,95	6,500,000.00	\$6,351,410.00
FFCB	3133ENLF5	01/28/22	01/18/24	1.17%	7,162.66	7,500,000.00	\$7,215,375.00
FMAC	31422XYB2	05/23/22	05/02/24	2.59%	16,264.53	7,528,000.00	\$7,305,999.28
FHLB	3130A8HK2	11/30/21	06/14/24	0.70%	4,105.31	6,240,000.00	\$5,969,558.40
US T-Note	91282CCT6	01/31/22	08/15/24	1.27%	7,370.05	7,500,000.00	\$7,011,525.00
FFCB	3133ENEJ5	06/30/22	11/18/24	3.15%	29,925.93	12,500,000.00	\$11,668,875.00
FHLB	3130A3GE8	01/28/22	12/13/24	1.41%	3,227.17	2,500,000.00	\$2,405,575.00
US T-STRIPS	912833LU2	08/31/22	02/15/25	3.38%	18,463.18	7,500,000.00	\$6,840,525.00
GG 1-GTRIFG	0.12000202	30101122		_,,			
**Subtotal					115,157.02	79,556,000.00	\$76,086,426.20
						000 001 000 00	40.47.000.540.70
TOTAL					459,300.18	253,791,597.82	\$247,806,513.79

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

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Stacey Parker, Executive Assistant

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL,

REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF

FEBRUARY, 2023.

City of Norman



Monthly Departmental Report

February 2023

MONTHLY PROGRESS

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CITY CLERK 1

CITY CLERK

MONTHLY PROGRESS REPORT February 2023

ACTION CENTER							
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD			
Animal Welfare	18	107	2	16			
Bus Service	0	0	0	0			
CDBG	0	5	0	9			
City Clerk	87	698	7	25			
City Manager/Mayor	5	49	2	46			
City Wide Garage Sale	0	0	0	0			
Code Enforcement	28	349	4	30			
Finance	4	52	0	0			
Fire/Civil Defense	7	30	0	2			
Human Resources	7	71	0	0			
I.T.	2	54	0	2			
Legal	4	48	1	7			
Line Maintenance	16	177	1	12			
Municipal Court	8	32	0	1			
Noise Complaint	0	0	0	0			
Norman Forward Questions	0	0	0	0			
Parks & Recreation	19	151	3	20			
Permits/Inspections	21	309	0	4			
Planning	12	97	0	2			
Police/Parking	24	213	5	83			
Public Works	28	153	. 3	12			
Recycling	0	0	0	ĵ			
Sanitation	61	432	3	14			
Sidewalks	1	1	0	4			
Storm Debris	0	0	0	0			
Storm Water	8	87	1	24			
Streets	44	262	4	27			
Streets Lights	0	0	7	55			
Traffic	20	201	1	11			
Utilities	58	608	1	14			
WC Questions	0	0	0	0			
WC Violations	0	0	0	0			
February Total: 527	482	4186	45	421			

LICENSES

Two New licenses and Forty three Renewals were issued during the month of February. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER	FYE	LICENSE TYPE	NUMBER	FYE
	ISSUED	YTD		ISSUED	YTD
Bee Keeper	0	0	Retail Beer	9	10
Brewer	0	1	Retail Spirits Store	0	1
Coin-Operated Devices	6	9	Retail Wine	8	9
Distiller	0	0	Salvage Yard	0	0
Food	16	44	Sidewalk Dining	0	0
Game Machines	0	0	Solicitor/Peddler (30 day)	0	4
Impoundment Yard	0	0	Solicitor/Peddler (60 day)	1	7
Kennel	1	2	Solicitor/Peddler (one day)	0	0
Medical Marijuana Dispensary	1	9	Special Event	0	3
Medical Marijuana Grower	0	4	Strong Beer & Wine/Winemaker	0	4
Medical Marijuana Processor	0	9	Taxi/Motorbus/Limousine	0	2
Medical Marijuana Testing Laboratory	0	0		0	0
Mixed Beverage	2	5	Temp Food (one day)	0	7
Mixed Beverage/Caterer	0	5	Temp Food (30 day)	0	5
Pawnbroker	1	I	Temp Food (180 day)	0	13
Pedicab	0	3	Transient Amusement	0	0
YTD License Total: 157	27	92		18	65

N)	EW ESTABLISHMENT LICENS	SES
NAME	ADDRESS	LICENSE TYPE(S)
Equity Brewing Company	109 E. Tonhawa St 120	Food Service

	SOLICITOR/PEDDLER LICENS	SE
60 DAY	30 DAY	1 DAY
Hailstone Roofing And		
Construction		

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
02-02-23	OG&E	On July 20, 2022, City of Norman workers allegedly removed an OG&E pole at W. Himes Street and Front Street causing OG&E to have to replace it. Claim #1835760	\$5,350.89
02-14-23	OG&E	On August 10, 2022, City of Norman employees were working on the sidewalk at 203 W. Gray St. and allegedly damaged an OG&E cable. Claim #1836654	\$30,520.80
02-17-23	Kathy Hooker	Ms Hooker states that a new tenant had scheduled services to be transferred into her name; property manager found a leak in the hot water tank on February 3, 2023, during a	\$255.03

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		property make ready. Manager turned off the water at the meter so that a plumber could fix it on February 8, 2023. A City of Norman employee allegedly turned on the water to the vacant property at 1326 Glen Oaks Court on February 6, 2023, sometime between 8am and 12:55pm. Property manager returned at 12:55pm on February 6, 2023, and which caused water damage in the utility room as well as the master bedroom carpet and padding. Requesting reimbursement for the repair of sheetrock and re-laying of the carpet and pad by professional carpet company.	
02-21-23	Peggy W. Rhoton	Allegedly, on January 8, 2023, at 1409 Whippoorwill Dr. Claimant's bathroom, drain was clogged and she used Liquid Plumber, which did not fix the problem. On January 10, 2023, Bob's Plumbing determined the sewer was clogged at the main and the City of Norman needed to open the main line to repair the problem. Requesting reimbursement of plumber charges.	\$141.07
02-23-23	Joey Clifton	On February 3, 2023, Mr. Clifton alleges that a City of Norman worker came to his door to inform him that he knocked over his brick mailbox with large machinery while repairing a water line break across the street from his home. Requesting replacement cost of mailbox.	\$1,450.00
02-23-23	Woodstock Condominium Owners Association.	On July 24, 2022, at 1932 E. Lindsey Street, a City of Norman water main broke under the parking lot. In order to fix the main, the parking lot was allegedly damaged. Claimant asking for reimbursement to repair parking lot.	\$31,750.00
02-27-23	Joseph Ware Jr	On January 26, 2023, at Rock Canyon Apts. A City employee was backing out of a parking spot as Mr. Ware was driving in the parking lot. Mr. Ware states that he honked his horn and employee failed to hear or see him allegedly hitting his car and causing damages. Wanting reimbursement for damages.	\$3,639.00

STUDY SESSION

On February 02, 2023, the City Council met in Study Session to discuss the use of Asset Forfeiture Funds and appointments for the Comprehensive Plan Ad Hoc Committee and Strong Town Ad Hoc committee.

On February 07, 2023, the City Council met in Study Session and discussed the Xenia Institute Community Dialogue on Civility. Raftelis gave a presentation on the Cost of Services Study for Utility Rates.

On February 21, 2023, the City Council met in Study Session to discuss the North Base Facilities Master Plan and the Neighborhood Alliance Program. Appointments for the Comprehensive Plan Ad Hoc Committee and Strong Town Ad Hoc Committee were also discussed as well as the appointment to fill the vacant Ward One Council Seat.

SPECIAL SESSION

On February 28, 2023, City Council met in Special Session to discuss the Home American Rescue Plan Act (ARPA) Allocation Plan. Council then adjourned into an Executive Session, to discuss pending litigation associated with Shaz Investment Group L.L.C., vs The City of Norman Cleveland County Court Case CJ-2021-1044(K).

FINANCE COMMITTEE

On February 16, 2023, the Finance Committee met to discuss the Monthly Revenue and Expenditure reports, as well as the Fiscal Year 2023-2024 budget.

BUSINESS AND COMMUNITY AFFAIRS COMMITTEE

On February 02, 2023, the Business and Community Affairs Committee met to discuss the criteria to become a Certified Film Friendly City.

COMMUNITY PLANNING & TRANSPORTATION COMMITTEE

On February 23, 2023, the Community Planning & Transportation Committee met and reviewed the Public Transit Report and discussed parking issues around schools. Emergency Response to train derailments and other hazardous situations and fencing types along Interstate 35 through Norman were also discussed.

OVERSIGHT COMMITTEE

On February 09, 2023, the Oversight Committee met and discussed Sobering Centers and were presented with a Warming Shelter update.

CITY MANAGER 2

No reports are being generated for the Monthly Department Report from the City Manager's Office, as of Jan 2023.

FINANCE 3

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CITY OF NORMAN

Department of Finance Monthly Report – February 2023

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

Treasury Division:

In the month of February, the Treasury Division processed 36,891 payments in person and over the phone, a decrease of -10.7% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 12,935 payments in February, a decrease of -4.2% from last month.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of February by -0.3%. Revenues from the City's largest single source of revenue, sales tax, are above target by 4% for the year to date and 1% above last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 23	FYE 23	FYE 22	FYE 21
	Budget To Date	Actual To Date	Actual To Date	Actual To Date
Sales Tax				
Revenue	\$36,065,133	\$37,516,453	\$37,194,688	\$30,084,360
General Fund				
Revenue	\$67,136,492	\$66,918,836	\$63,964,825	\$64,482,231
General Fund				
Expenses	\$66,467,779	\$64,522,585	\$54,983,973	\$62,295,037

Finance Department February Monthly Report Page 1 of 1

Administration Division

	FYE 23		FYE 22	
	February	YTD	February	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available Total Comp Time Available Total Overtime Hours	320.00 16.75 0.00	2,120.00 35.75 0.00	320.00 9.75 0.00	2,720.00 72.00 0.50
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	336.75	2,155.75	329.75	2,792.50
Benefit Hours Taken	16.00	317.75	44.00	486.00
TOTAL ACCOUNTABLE STAFF HOURS	320.75	1,838.00	285.75	2,306.50
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours Total Bonus Hours	0.00	0.00 0.00	0.00 0.00	0.00 0.00
Total Bolius Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available Total Overtime Hours	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 23		FYE 2	2
	February	YTD	February	YTD
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours	1,120.00 2.00 11.50 0.00	9,520.00 20.00 77.50 0.00	1,120.00 0.50 5.25 0.00	8,712.00 27.50 130.00 0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE Benefit Hours Taken	1,133.50 987.75	9,617.50 2,480.50	1,125.75 165.25	8,869.50 1,484.50
TOTAL ACCOUNTABLE STAFF HOURS	145.75	7,137.00	960.50	7,385.00
PERMANENT PART-TIME				
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00
TOTAL HOURS AVAILABLE Benefit Hours Taken	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available Total Overtime Hours	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

CITY REVENUE REPORTS 3B

City Revenue Report

	FYE 23 January	FYE 23 February	Plus/Minus
Total Revenue Received (\$)	\$4,564,594	\$4,378,919	(\$185,675)
Utility Payments - Office (#) Utility Payments - Office (\$)	41,328	36,891	(4,437)
	\$4,248,732	\$3,970,276	(\$278,456)
Paymentus (#) Paymentus (\$)	13,504	12,935	(569)
	\$1,299,989	\$1,210,012	(\$89,977)
Lockbox (#)	10,239	9,913	(326)
Lockbox (\$)	\$1,237,862	\$1,259,902	\$22,040
E-Lockbox (#)	3,636	3,577	-59
E-Lockbox (\$)	308,794	267,678	(\$41,116)
Bank Draft Payments (#) Bank Draft Payments (\$)	11230	11257	27
	\$1,023,147	\$1,107,397	\$84,250
Utility Deposits (#) Utility Deposits (\$)			\$0 \$0
Fix Payments (#) Fix Payments (\$)			\$0 \$0
Processed Return Checks (#) Processed Return Checks (\$)	115	94	(21)
	(\$40,749)	(\$8,573)	\$32,176
Other Revenue Transactions (#) Other Revenue Received (\$)			\$0 \$0
Accounts Receivable Payments (\$)	95,756	36,867	(\$58,889)
Municipal Court - Fines/Bonds (\$)	128,365	155,610	\$27,245
Municipal Court - Credit Card (#)	273	402	129
Municipal Court - Credit Card (\$)	65,393	84,971	19,578
Building Permits Cash Report (\$) Building Permits Credit Card (#) Building Permits Credit Card (\$)	180,709	232,448	\$51,739
	307	307	0
	\$155,836	\$159,205	\$3,369
Occupational License - Bldg Insp. (\$) Occupational License - Bldg Insp. CC (#) Occupational License - Bldg Insp. CC (\$)	\$2,910	\$2,975	\$65
	24	43	19
	\$2,440	\$2,525	\$85
Business License - City Clerk (\$)	3,468	17,610	\$14,142
Accounts Receivable Billed (\$)	\$57,205	\$839,793	\$782,588

Budget Services Division

	FYE 23		FYE 22	
	February	YTD	February	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	2,720.00	320.00	2,719.50
Total Comp Time Available	0.00	1.25	0.25	6.25
Total Overtime Hours	0.00	1.75	0.50	1.00
Total Bonus Hours	0.00	0.00	0.00	0.00 0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.00	2,723.00	320.75	2,726.75
Benefit Hours Taken	66.75	515.00	79.25	519.50
TOTAL ACCOUNTABLE STAFF HOURS	253.25	2,208.00	241.50	2,207.25
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Treasury Division

	FYE 23		FYE 22		
	February	YTD	February	YTD	
PERSONNEL HOURS - FULL TIME					
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours Total Furlough Hours	800.00 0.00 39.50 0.00 0.00	6,800.00 16.25 359.75 0.00 0.00	800.00 8.75 39.25 0.00 0.00	6,368.25 91.75 324.25 0.00 0.00	
TOTAL HOURS AVAILABLE Benefit Hours Taken	839.50 163.25	7,176.00 1,567.25	848.00 178.75	6,784.25 1,105.00	
TOTAL ACCOUNTABLE STAFF HOURS	676.25	5,608.75	669.25	5,679.25	
PERMANENT PART-TIME					
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	
TOTAL HOURS AVAILABLE Benefit Hours Taken	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00	
TEMPORARY					
Total Regular Hours Available Total Overtime Hours	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00	

UTILITY 3C

Utility Division

	FYE 23		FYE 22		
	February	YTD	February	YTD	
PERSONNEL HOURS - FULL TIME					
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours Total Furlough Hours	1,120.00 1.50 52.00 0.00 0.00	9,520.00 60.45 492.25 0.00 0.00	1,120.00 0.50 5.25 0.00 0.00	8,712.00 27.50 130.00 0.00 0.00	
TOTAL HOURS AVAILABLE Benefit Hours Taken	1,173.50 155.50	10,072.70 1,676.25	1,125.75 165.25	8,869.50 1,484.50	
TOTAL ACCOUNTABLE STAFF HOURS	1,018.00	8,396.45	960.50	7,385.00	
PERMANENT PART-TIME					
Total Regular Hours Available Total Comp Time Available Total Overtime Hours Total Bonus Hours	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	0.00 0.00 0.00 0.00	
TOTAL HOURS AVAILABLE Benefit Hours Taken	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00	
TEMPORARY					
Total Regular Hours Available Total Overtime Hours	0.00 0.00	0.00 0.00	0.00 0.00	0.00 0.00	
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00	

Drive-up Window and Mail Payments - FYE 2023

	Jan '23	Feb '23
Mail Payments - Lockbox	10,239	9,913
Mail Payments - E-Lockbox	3,636	3,577
Mail Payments - Office	246	38
Total Mail Payments - Subtotal	14,121	13,528
Night Donosits	218	211
Night Deposits		
Paymentus Payments	13,504	12,935
Without assistance paymnts - Subtotal	13,722	13,146
Office Payments	2,199	2,061
With assistance payments - Subtotal	2,199	2,061
Total Payments Processed - Subtotal	30,042	28,735
Bank Draft (ACH) Payments	11230	11257
Total Payments (Utility)	41,272	39,992
Total Payments	60,084	57,470

Traffic Counter at Drive-up Facility

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

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

Utility Division Activity Report - FYE 2023

	FYE	≣ 23	FYE :	22
	February	YTD	February	YTD
STATUS REPORT				
Regular Utility Accounts Billed	44,758	356,217	44,311	351,370
New Deposit Ons Billed	459	5,777	545	5,828
Final Accounts Billed	439	5,237	439	4,778
TOTAL METERS READ	45,656	367,231	45,295	361,976

FIRE DEPARTMENT 4











NFD Monthly Progress Report February 2023

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	32	2.07%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	915	59.30%
4 - Hazardous Conditions (No Fire)	48	3.11%
5 - Service Call	128	8.30%
6 - Good Intent Call	326	21.13%
7 - False Alarm & False Call	59	3.82%
8 - Severe Weather & Natural Disaster	2	0.13%
9 - Special Incident Type	1	0.06%
Incomplete Reports	32	2.07%
Total Incident Count (Unique Calls)	1543	100.00%
Number of Total Unit Responses	2175	

Total Fire Loss \$1.205,220.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	330	295	0:04:55
Station #2	204	325	0:05:25
Station #3	281	341	0:05:41
Station #4	147	332	0:05:32
Station #5	67	590	0:09:50
Station #6	60	528	0:08:48
Station #7	158	330	0:05:30
Station #8	128	396	0:06:36
Station #9	164	370	0:06:10

Community Outreach

Tours and Special Events 6 Station Tours and PR events	
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Burn Permits

Burn Permits Issued	116	Conditions were favorable for burning 10 days in January	
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Training

Total Personnel Training Hours	1710	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, etc.

NFD Monthly Progress Report February 2023

Total Calls By Unit

Programme of the Party of the P				Total Calls	By Unit		- 1984		W. Service	
	Total Number of Responses	the section of the	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
NFD3*	24	5	5	1	1	U	3	7	0	2
Chief 301	25	5	3	5	2	1	1	7	1	0
Chief 302	23	7	5	C	2	0	2	5	2	0
Chief 303	23	3	2	4	2	0	0	6	5	1
Chief 304	2	1	1			0.00	0	6	1.0	0
Chief 401	21	4	Ú.	4	21 0	5	4	3	#100 mm	1
Chief 402	19	4	4	C	1	3	3	3	1	0
Chief 403	22	1	3	1	1	1	4	6	2	3
Chief 404	1	- 0	0	6	0	0	1-6	1	0	6
Engine 1	326	290	5	5	- 0	- U	2	18	0	6
Brush 1	9	8	0	С	0	8	1	0	0.7	- O
Ladder 1	65	42	7	2	1	Ø	1	11	1116	1
Engine 2	228	6	202	4	7	o o	0	8	1	0
Brush 2	6	2	3	8	1	0	0	0	0.2	. 0
Ladder 2	29	6	8	1	1	of the	1	11	0	1
Engine 3	302	9	3	279	0	0	6	3	0.0	2
Brush 3	6	2	C	2	0	0.	2	0	- O	0
Engine 4	173	2	9	1	147	1	1	9	3	0
Brush 4	2	a	1	. 0	1	(0)	0	0	0.00	6
Engine 5	32	0	0	0	0	25	7	0	0	0
Brush 5	74	1	6		0	66	6	- 0	0	1
Engine 6	42	1	1		0	8	32	.0	0	0.44
Brush 6	72	2	1	2	0	9	58	Ġ.	0	0
Rescue 7	2	G	6	0	0	o o	0.54	2	autonio.	0
Squad 7	203	12	10	8	5	0	0	154	9	5
Brush 7	1	0	0	0	0	0	6	1	9	0
Engine 8	134	3	4	0	2	0	0	4	121	0
Brush 8	4	1	1	4 O	0	0	0	0	2	0
Tanker 8	5	1	1	C	0	0	2	0	1	V
Engine 9	199	9	1	6	. 0	5	9	7	1	161
Brush 9	14	1	6	1		3	6	0	D	3
Tanker 9	15	1	20.0	En October	0	- 5	9	0	ь	Series C
EM1*	26	6	5	1	1	6	4	8		1
EMS1*	4	1	1	1	0	0	C	1	0	
Fire Marshal 1	1	0	1	0	-0	0	- 0	0	0	6
Fire Marshal 2	4	1	0	2	a magnetic	5	1	0	-0	0
Fire Marshal 3	9	2	1	2		0	2	2	2	0
Fire Marshal 4	21	4	4	1	2	1	2	4	2	1
Fire Marshal 5	7	0	1		6		2	4	0	_
	2175	443	293	331	177	133	171	285	153	189

^{*}EM1, EMS1 and NFD3 are "notified" of certain calls. They may or may not actually go on scene.

February 2023 Fire Prevention Activity Summary

Prevention Department Update and Activities

Training	6 unit hours	Fire & Arson, Legal Aspects, EMS Equipment Training
Inspections/Re-Inspections	80 hours	Certificate of Occupancy, Occupancy Loads, Daycare, Fire Alarm, Fire Suppression System, General, Food Trucks
Smoke Detectors	41	Check/Install Smoke Detectors/Replace Batteries
Investigations	16	8 Closed, 6 Complete, 2 Pending
Investigative Activities	52 hours	Fire Scene Investigation, reports, OSBI, interviews/Interrogation
Department Meetings	15 (15 hours)	Shift Change Meetings, Staff Meeting
Station & Equipment Maintenance	23 hours	Daily checks, supplies replenishing, iPad issues, cleaning & organization
Public Service/Education & Special Events	13 hours	CO check and detector install, Community Risk Reduction.

NOTE: Inspector Rigsby is currently in full time CLEET Training.

Planning Officer Activities

Fire Planning Activities	Number	Staff Hours
Building Plan Reviews	16	62
Fire Protection System Plan Reviews	4	15
Inspections/Re-inspections	21	25
Meetings	5	10
Training	3	10
Communication	N/A	20
Totals		142
Overtime Accrued		19

EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division

February 2023

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

Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance. Residents can assist by "Adopting a Pole" and reporting the siren status they adopt at the website www.w5nor.org	Audible test of the outdoor warning system is conducted for 60 seconds. Three units are sounded for 20 seconds due to being a public park venue.
Second Thursday of each month is the Norman Emergency Response Team Volunteers and the Medical Reserve CORPS members to meet, network and discuss preparedness support and collaboration with the Cleveland County Health Department on use of the Medical Reserve Corps	The Volunteer meeting at 6:30 pm. At 6 pm we meet for social time before the meeting. Usually we have snacks and drinks. This networking allows for camaraderie and building relationships during different organizations. City staff is always welcome.
Each Third Thursday of the month is reserved for Division Staff duties and collaboration with the Disaster Assistance Teams (DAT) of the American Red Cross	Meetings are conducted at the Fire Training Center and usually held on an as needed basis.
Local Emergency Preparedness Committee	Meets quarterly (normally at the Norman Regional hospital on Porter) under the management of the Cleveland County Emergency Management office. The public is welcome to address any concerns regarding emergency planning or SARA Title III information

Other Emergency Management Activities			
Norman EM was invited to the Harris County,	This event sponsored by the Harris		
Houston Tx CERT Rodeo to observe the operation	County, EM is on of the largest		
with the anticipation of bringing the event to	1		
Oklahoma. February 17-19,2023	training event for the CERT program. They have a robust course laid out for		
Oktanoma. Pedidary 17-19,2025	-		
	CERT Teams to compete and train in disaster response.		
The OK EM Association and the Office of			
	Norman was struck by an EF2 tornado		
OKEM&HS held the annual conference in Durant	during the evening hours of February		
OK, the week of February 25, 2023. 510 were in	26, 2023. A unique situation occurred		
attendance training and working on the discipline of			
EM	conference in Durant Oklahoma. An		
	EOC was establish for storm watch		
	throughout the evening. Just as the		
	storm appeared to be ending a sudden		
	spin up originating at Cole OK become tornado conditions. In this		
	EOC was the NWS representatives,		
	the State EM representative, The 63 rd		
	CST Representatives and a host of		
	coordinating EM's. Norman Em was		
	advised of the situation and		
	immediately notified the emergency		
	contacts in Norman just before the		
	actual tornado warning was issued.		
	This allowed for a "heads up" to the		
	responders. The polygon captured		
	95% of the City of Norman and		
	automatically activated the severe		
	weather sirens and the Rave system.		
	As the storm progress through the		
	jurisdiction a second manual sounding		
	of the sirens continued to alert the		
	residents. 7 sirens were in the path of		
	the storm, 1 was destroyed, damaged		
	but functional. Cost of		
	repair/replacement is ~\$70,000		
Operations during disaster events.	An open discussion with the City		
-L	leadership is needed on operations		
	during disaster events.		

[]	T
Local Response	
Red Cross Coordination for burn outs. In December there were five fires responded to in	With the robust reorganization in the Red Cross and the turmoil of having a
order to assist families with immediate needs. One	in home fire, the volunteers or I, when
of these was a motel. Note: the management of the	called, will respond to the scene,
Motel (Travel Lodge of Norman) did an outstanding	(physically or by phone and assist the
job of aiding the victims of the fire in relocating to	family in coordination with the Red
other motels and helping them to recover vital	Cross to provide immediate assistance.
medicines like insulin.	
Y A C	
Youth Camp	To 2010 the September 1
Planning of the 2023 Youth Preparedness Camps are underway. The first State sponsored Day Camp will be held at the NSU Broken Arrow Campus in	In 2019, the first youth preparedness camp was held at NSU in Tahlequah. Since then additional camps have been
June 2023. A full camp is planned for the NSU	planned, both locally administered and
Tahlequah Campus and the Murray State College	state supported. This program trains
Campus in Tishomingo. Youth preparedness is	students in two primary areas. 1: The
growing and participation and support has been	Citizens Emergency Response
phenomenal.	Training program and 2: A course of
	Community Preparedness Training.
	Students and staff were housed in the
	dorms and logistic support was
	provided by NSU emergency
	Management. The course is very
	robust and kept the students and staff
	highly engaged in training and
	learning hands on skills critical in
	disaster operations. The FEMA
	Region 6 representative indicated the
	camp are ran very professionally and
	Oklahoma is a leader in this field.
	These camps are nationally recognized
	by Bill Bischof, FEMA Region 6,
	National Preparedness Division
Additional Youth Camps are planned, one being at	Norman EM is the Operations planner
NSU in Broken Arrow planned for June 22. This	for the Oklahoma Youth Council
will be the first day camp organized. Another camp	Preparedness Camps. Oklahoma is a
is being planned at Murray State College with dates	leader FEMA Region 6 in promoting
TBD.	and implementing youth preparedness
The Norman Art Walk conducted each second	Norman Emergency Response
Friday contacted the EM Division for support of a	Volunteers provide community
cooling station.	outreach, medical first aid and comfort
Cooming Station.	stations on request.
Norman EM coordinates the activities of the	The Emergency Management

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Cleveland County Medical Reserve CORPS Unit 0333 in collaboration with the Cleveland County Health Department. During 2023 the Unit has applied for and received an extension with an increase of \$26,500 for the RISE Grant. This grant has supported purchasing of equipment, supported an internship program with the OU School of Socia Work and paid for a temporary staff to assist in the Medical Reserve CORPS administrative activities. The offere to extend the grant and receive an additional \$26,000 and that application is in process. Approval of the extension was received and in process. Also the annual Operational Readiness Grant is available and an application for \$10,000 was submitted	Coordinator met with the State Coordinator and the Cleveland County Local Response Coordinator (LRC) to discuss the reorganization of the health departments and the management of the MRC Unit. Cleveland County is lnow assigned to take care of solely Cleveland County. Previously they supported 5 counties. The reassignment identifies the health department as Region 10, Cleveland County. This will assist in the collaboration of the MRC unit and will continue to enhance the Norman Emergency Volunteer response.
Disaster Reimbursement Status	
FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through	It is vital for Volunteers to ensure their time has been recorded. Volunteer hours are dollars for a jurisdiction. The hours go to meeting cost share and having a value added impact for the local jurisdictions.
Disaster DR-4222 2015	Federal portion paid, State portion of \$91,808.32 is pending
Mitigation Crant Status	
Mitigation Grant Status	Norman EM has the male of accession
Many Divisions are applying for mitigation funds for various projects	Norman EM has the role of oversight in the Mitigation grant efforts of the city and will continue to support applications
Severe Weather Issues	
National Weather Service Storm Spotter Training	NWS Norman Spotter Schedule (weather.gov)
Severe Weather Response Extreme cold weather	During the Christmas Holiday we experienced extreme cold weather that involved temperatures as low as -25 with winds 45-50 mph. Several motels lost power and plans were made to relocate to Irving Community center in the event power was not restored. Power did come back on and no relocations occurred. Food and Shelter for Friends provided additional bed space for over fill. Staffing limitations prevented Salvation Army from increasing their services. Red

HUMAN RESOURCES 5

HUMAN RESOURCES Monthly Report February 2023

HUMAN RESOURCES

New Hires

Orientations: 5

*All orientations require input from each area of the Human Resources Department

Terminations: 3

ADMINISTRATION

• Employee Recognition Ceremony

Tenure	Number of Employees Recognized
40 years	4
35 years	4
30 years	5
25 years	11
20 years	13

- Worked FMLA cases in tandem with HR Director
- · Processed invoices and reconciled expense accounts
- Coordinated Birthday/Anniversary post card mail outs
- Labor Relations:
 - o Union negotiation meetings held February 3rd and February 24th
 - o 1 AFSCME, 2 IAFF, 2 FOP meetings held

BENEFITS

Triennial Dependent Audit is scheduled to end in March 2023 with final results conveyed in April 2023. In addition to the data below, there have been 5 dependents determined ineligible, 2 more under review and 113 with insufficient documentation.

Results are as follows as of February 2023:

NOR	1st		Week		Deadline	2nd	w	Week	Dandlina	Deadline	Deadine	n dii	D	D	Dan ellin e	D	Donallina.	Deadline	3rd	Week	D!!:	Final
NOK	Mailing	1	2	3	Deaumie	Mailing	1	2	Deadline	Mailing	1	Deadline	Report									
Timeline	01/09/23	>	>	>	02/06/23	02/13/23	>	۸	03/06/23	03/13/23	>	03/27/23	04/03/23									
Progress		6%	19%	45%	66%	76%	82%	84%														
Benchmark						50-60%			M. 413	80-90%	不過 (1)	adjariji	97-100%									

City of Norman				
Status - Employees	Count	Percent		
Complete	470	84.38%		
incomplete	41	7.36%		
No Response	46	8.26%		
Total	557			

- Fielding about 300+ employee calls and emails: claims/health/dental/deferred comp/prescriptions/wellness concerns/basic & supplemental life/vision
 - Newborns Marriage Death Loss or Gain of Coverage
- Fielding questions from retiree's benefit inquiries via in person/emails/phone calls
- New Hire Orientation
 - Presenting CoN benefits to newly hired employees and rehires
 - Medical, Dental, Vision, Flexible Spending, STD & LTD, Deferred Comp
 - o Building Benefit packets
 - o Enrolling into HR Munis system, beneficiaries, AFSCME Dues
 - o Online enrollment vendor employee enrollments
- Bi-Weekly implementation Zoom meetings with Benefits Carriers and our broker
- Reconciling and paying Benefit Invoices
- BMI Auditor rep: Updates on Audit completion vs noncompliance
- · Employees terminating from CoN employment
 - o End dating Munis benefit deductions
 - o Update Selerix and Health Equity systems

PERSONNEL ACTIONS

New Hires - 4

Dept./Div.	Position	Number of Employees
Police	Animal Welfare Technician	1
Public Works/Stormwater	Administrative Technician I	1
Public Works/Traffic	Traffic Signal Technician	1
Utilities/Sewer Line Maintenance	Utility Collection Worker I	1

Promotions - 1

Dept./Div.	Position	Number of Employees
Public Works/Fleet	Mechanic I	1.

Separations - 3

Dept./Div.	Position	Number of Employees
Police/Patrol	Master Police Officer	1
Utilities/WLM	Utility Distribution Worker I	1
Police/Patrol	Police Officer	1

RECRUITMENT

RECRUITMENT & HIRING STATISTICS:

Contacts/Inquiries		Selection Process Elements	
In Person	250	Written Exams	12
Phone	400	Practical Testing/Assessment Center	12
Mail	240	Panel Board Interviews	8
Email	220	Promotions	1
Total Subscribers on E-mail Vacancy List	1323	Oral Interviews	7
Total Page Views for HR Website	5299	Hiring/Promotion Board	0

Hiring Statistics		Recruitment Statistics	Item 11.
Pre-Employment Reference Investigations	12	Advertisements Placed	
Pre-Employment Drug Screens	12	Applications Received	485
Pre-Employment Physicals	12	Job Announcements Emailed	45
Pre-Employment Criminal Backgrounds	6	Job Announcement to CON Depts.	585

l · · · · · · · · · · · · · · · · · · ·	Il by Department/Division (# of vacancies) otherwise indicated as Part Time (PT) or Seasonal PT*	
Human Resources		
Training and Development Manager (1)		
Inform	ation Technology	
Network and Infrastructure Engineer (1)		
Park	s & Recreation	
PT Park Maintenance - Parks Temporary Laborer (8)	PT Food & Beverage Tech I(2)	
PT Irving, 12th, Whittier - Recreation Center Specialist (3)	PT Little Axe - Recreation Center Specialist (2)	
Westwood Family Aquatic (Center & Golf Course - all PT Seasonal	
Admissions Clerk I (20)	Admissions Clerk II (4)	
Assistant Aquatic Manager (4)	Aquatics & Facility Maintenance I (8)	
Concessions Cashier I (18) Aquatics & Facility Maintenance II (3)		
Concessions Manager (1) Concessions Cashier II (6)		
Lifeguard (70)	Head Lifeguard (6)	
Slide & Gate/Shallow Guard Attendant (16)	Office Manager (1)	
Golf Course Attendant (1)	Swim Instructor/Swim Coach (25)	
Planning and C	ommunity Development	
Long Range Planner (1)		
111111111111111111111111111111111111111	Police	
Police Officer (20)	Emergency Communications Bureau - Communications Officer II (3)	
Animal Welfare - Pet Adoption Coordinator (1)	Administration - Police Public Information Officer (1)	
Staff Services - Police Records Clerk (1)	Emergency Communications Bureau - Communications Officer I (0-will overhire from the II's)	
Pı	ublic Works	
Engineering City Surveyor (1)	Traffic Traffic Signal Technician (1)	
Streets Maintenance Worker I (Now Filled)	Fleet Fleet Service Technician (1)	
	Utilities	
Sanitation - Sanitation Worker I (2)	PT Water Treatment Plant - Temporary Laborer (Now Filled)	
Sewer Line Maintenance - Utility Collection Worker I (2)	Sanitation - Sanitation Worker II (1)	

<u>SAFETY</u>

- Safety material documents were sent to divisions each week
- Safety meetings were held covering Lock-Out-Tag-Out procedures

Fitness for Duty Meetings

Department	Number Held	162	Π
Fire	2	102	

Return to Work Meetings

	9
Department	Number Held
Fire	1
Water Reclamation	1

Recordable Injuries - OSHA

Department/Division	Nature of Injury	How Sustained	Prognosis
Fire/Suppression	Strained right hamstring	Strained hamstring while exercising	Work restrictions
Fire/Suppression	Strained lower back	Strained lower back unloading hose from Engine #6	Work restrictions
Police/Patrol	Left back strain	Strained left side of back after falling while trying to get into vehicle	Work restrictions
Utilities/Sanitation	Closed head injury	Sustained possible concussion after being in vehicle collision	Off work

Vehicle Collisions

Division	Description of Collision	Status
Sanitation	Driver was attempting to cross highway 9 when another vehicle hit the City vehicle on driver's front fender side	"No Fault"
Sanitation	Citizen was exiting Rudy's and hit Unit #6236 on the driver's front side door area	"No Fault"

Current number of "at fault" Vehicle Collisions per fiscal year:

2023	2022	2021	2020	2019	2018
4	3	10	3	8	5

Recordable Injuries per calendar year

2023*	2022	2021	2020
14	60	64	57

^{*}CY2023 is current YTD

INFORMATION TECHNOLOGY

CITY OF NORMAN

Information Technology Department Monthly Report – February 2023.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for finance, purchasing, AR/AP, Courts, HR, Payroll, Personnel, and Permits Management through newer technology, software, and business review processes.	In Progress –Project team has completed implementation work on Incode for Municipal Court, Munis for Financials, Advanced Utilities for utility billing, Tyler EAM for Work Orders, as well as Intellitime for Time and Attendance. Munis for HR Module is being updated. CityView for Planning and Permits began May 2021 and will continue into 2023.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization.	Ongoing: New core switching is implemented and speed enhanced at main campus. IT Network staff are in implementation and testing of networking and security appliances, as well as virtual upgrades. This includes expansion of equipment for new buildings.

Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing – taken over by Utilities Admin.
Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection.	Awaiting Approval, Working with Utilities Department, land acquisition complete, right of way in negotiation possible launch in FYE23
New Building construction/renovation support.	The IT Department is involved in all new building construction planning and will be responsible to map our networking infrastructure, building air for network closets, power for equipment and battery backups, network drops, wireless network coverage, hardware installation, and physical moves of staffs computer systems in all building projects (Norman Forward Driven)	In Progress – Sanitation, Line Maintenance, Sr. Center, YFAC, EOC, Development Center, Municipal Court, HR/IT Building, Bus Station, Building Maint.
Jenkins Street Fiber Move	Move the city's fiber optics out of the way of construction during the Jenkins Street widening project.	In Planning – to be complete by end of FYE23.
IT Security training efforts for all network and email users at the City of Norman.	Increase awareness and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who uses the network and email.	Ongoing

Endpoint Security Review	Review current endpoint security appliances and software and make upgrades as necessary.	In Progress
Print consolidation	Work with outside vendor to consolidate all print, fax, copy machines in CoN facilities.	In Progress
Automated Meter Infrastructure	Implement and integrate AMI for meter reading and utility billing.	In Planning
Print Shop Move to IT	Transition the Print Shop from the Finance Department in to the IT Department.	In Progress
Network Infrastructure Improvements	Utilize our new Network Engineer who will work closely with the Network and Infrastructure Manager, to review and improve our cabling, switching, and network configuration.	In Planning

Support Tickets:

The IT department tracks work requests with a software package called Spiceworks. IT Table 1 below represents the number of support tickets closed by the IT Support Staff and those remaining open at the end of February 2023. This high amount is because of various departmental moves to the Development Center and the IT Department assisting in connections and configuration.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 17 emails from the groups shown were sent from city servers using city resources - of those 25,587 were delivered to outside mailboxes for the month of February 2023. The city servers generated mass communications to Norman citizens of 25,587 messages from only 17 sent (see IT Table 2).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 305,487 attempted incoming and 108,947 outgoing messages for the month of February 2023. Incoming messages totaling 140,705 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see IT Table 3). This number represents 46% of our inbound mail. This percentage is up from previous months for malicious email/spam however; our security efforts are having an effect on the total number of malicious email inbound. The IT Department has made the decision to block inbound traffic from countries with known malicious attackers that constantly try to affect our network. We continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste, reduces productivity, and decreases valuable storage space.

Web Site:

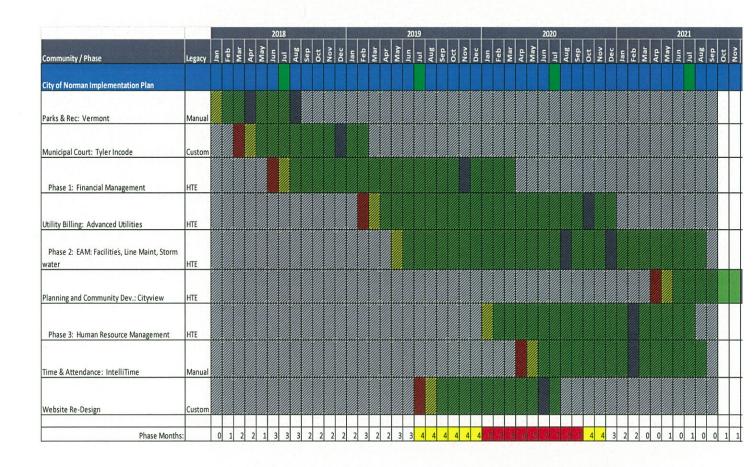
The City of Norman's web site is hosted, updated and maintained by the IT Department. In the month of February 2023, the City of Norman's web site had 97,744 individual web sessions access the web site for 197,938 total page views. Of those sessions, 58,499 were identified as New Users to view content on the City web site (see IT Table 4). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has reduced and more relevant information as well as the ability to function seamlessly from mobile devices and tablets.

ERP Project Implementation Progress:

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

Item 11.

Court software (Incode), Finance software (Munis), Utility Billing software (CIS Infinity), and Payroll (Munis). Human Resource Management (HRM), and EAM for Work Orders has been our focus for the Months of July/August 2022. Daily work continues on these systems as well as additional training and configuration on the Utility Billing software. Server installation and configuration for Planning and Community Services (CityView) application began in May of 2021. The COVID-19 pandemic had an adverse effect on the completion of CIS Infinity and the starting of CityView because of vendor resource availability and travel restrictions in Canada (both companies are Harris owned and based in Canada). The final phase of our software upgrades, City View, is expected to complete during the latter part of calendar year 23. We will continue to evaluate each of these systems moving forward starting with a review of the HR Systems in FYE23.

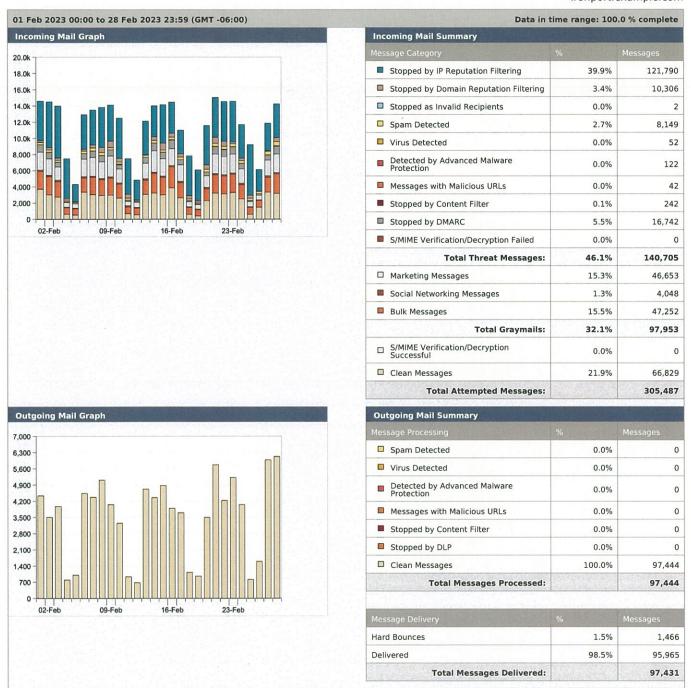




SECURE EMAIL GATEWAY

Executive Summary

ironport.example.com





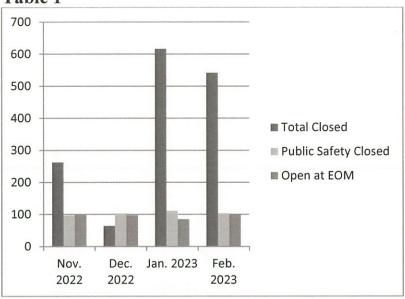


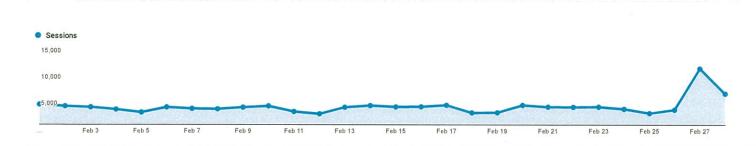
Table 2

February 2023 LIST SERVER REPORT								
Group	Active Members	Mailings	Total Delivered					
Affirmative Action Group	15	4	60					
Job Posting	1323	5	6615					
Norman News	2364	8	18912					
Totals	3702	17	25587					

Report Tab

Feb 1, 2023 - Feb 28, 2023





Day of the month	Sessions 🔱	Pages / Session	Pageviews	Users	New Users	Bounce Rate	Avg. Time on Page
	97,744 % of Total: 100.00% (97,744)	2.03 Avg for View: 2.03 (0.00%)	197,938 % of Total: 100.00% (197,938)	67,432 % of Total: 100.00% (67,432)	58,499 % of Total: 100.04% (58,475)	44.79% Avg for View 44.79% (0.00%)	00:01:42 Avg for View 00:01:42 (0.00%
1. 27	10,718 (10.97%)	1.59	17,064 (8.62%)	9,386 (10.99%)	7,802 (13.34%)	64.82%	00:02:0
2. 28	5,947 (6.08%)	2.03	12,045 (6.09%)	4,969 (5.82%)	3,368 (5.76%)	44.44%	00:01:50
3. 01	3,850 (3.94%)	2.00	7,712 (3.90%)	3,377 (3.95%)	2,118 (3.62%)	40.26%	00:01:44
4. 17	3,736 (3.82%)	2.11	7,871 (3.98%)	3,348 (3.92%)	2,316 (3.96%)	47.40%	00:01:36
5. 20	3,722 (3.81%)	2.21	8,229 (4.16%)	3,261 (3.82%)	2,311 (3.95%)	46.32%	00:01:2
6. 14	3,656 (3.74%)	2.07	7,562 (3.82%)	3,204 (3.75%)	2,120 (3 62%)	42.26%	00:01:4
7. 10	3,569 (3.65%)	2.09	7,444 (3.76%)	3,161 (3.70%)	2,190 (3.74%)	43.77%	00:01:4
8. 02	3,530 (3.61%)	2.09	7,388 (3.73%)	3,143 (3.68%)	1,993 (3.41%)	40.40%	00:01:39
9. 16	3,440 (3.52%)	2.16	7,437 (3.76%)	3,048 (3.57%)	2,039 (3.49%)	44.30%	00:01:36
0. 23	3,419 (3.50%)	2.14	7,318 (3.70%)	2,952 (3.46%)	1,916 (3.28%)	39.66%	00:01:3

Rows 1 - 10 of 28

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LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT February 2023 Report (Submitted March 10, 2023)

MONTHLY HIGHLIGHTS:

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

<u>Harmon et al. v. City of Norman et al.</u>, CIV-18-0688; 18-6187; 22-6019 (K) <u>Shaw, Austin, et al. v. City of Norman, et al.</u>, CIV-21-1124-J; 22-6106 (10th Cir. 2022) (K)

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

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

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA

Smith v. City of Norman, CIV-22-1002 (K)

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

Jason R. Dollarhide v. Dennis Dickens, Oklahoma Highway Patrol, et al, CIV-2022-642 (K)

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

Henderson, et al. v. City of Norman, et al., Case No. DF-120316; CJ-201 Shaw, Austin, et al. v. City of Norman, Case No. SD-120,666; CJ-2019-1313 (K)

COURT OF CRIMINAL APPEALS

None

CLEVELAND COUNTY DISTRICT COURT

A. General Lawsuits

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

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

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

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

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

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

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

Kevin Easley v. City of Norman, CV-2022-2830

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

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

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

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

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Caleb Fulton v. Loyal Reich, Reich Dozer Services, LLC, City of Norman, Board of County

Commissioners of Cleveland County, State of Oklahoma, CJ-2020-797 (K)

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

Jaclyn Jacobs v. City of Norman, CJ-2022-794 (K)

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

City v. Lonnie Hodges, CV-2020-2922

City v. Kelly Lynn, CV-2023-516

This case was filed on February 14, 2023. It alleges a declaratory judgment cause of action regarding dual office holding.

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

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

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

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

Robin Strader v. City of Norman, CJ-2022-1146

This case was filed on October 4, 2022, and served on the City of February 13, 2023. It arises out of the replacement of a box culvert near the Plaintiff's property in northeast Norman.

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

West Lindsey Center Investors, LLC. v. City of Norman, Sherwood Construction Co., Inc. and Atkins North America, Inc., CJ-2022-693 (K)

B. Condemnation Proceedings

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

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

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

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

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

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

City of Norman v. D&J Land, LLC, et al. CJ-2022-251 (M)

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

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

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

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

D. Municipal Court Appeals

None

E. Small Claims Court

None

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F. Board of Adjustment Appeals

None

LABOR / ADMINISTRATIVE PROCEEDINGS

A. Grievance & Arbitration Proceedings (K)

This office has assisted with the following grievances:

AFSCME Grievance FYE 21-02 - (COVID-19 Leave)

AFSCME Grievance FYE 21-05 – (Brooks & Stephens)

AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)

AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)

AFSCME Grievance FYE 23-06 – (Malia Ross – Discipline)

<u>IAFF Grievance FYE 21</u> – (Carl Shanon Smith – Improper Compensation)

IAFF Grievance FYE 22 – (Source Documents)

<u>IAFF Grievance FYE 22</u> – (Chris Beirne – Payment of Sick Leave)

<u>IAFF Grievance FYE 22</u> – (Chris Beirne – Alcohol Testing Procedure)

<u>IAFF Grievance FYE 23</u> – (Miguel Hernandez – Discipline)

<u>IAFF Grievance FYE 23</u> – (Matt Ferris – Discipline)

<u>IAFF Grievance FYE 23</u> – (Russell Vincent – Discipline)

<u>IAFF Grievance FYE 23</u> – (Kole Wilson – Discipline)

IAFF Grievance FYE 23 – (Policy Implementation Grievance)

<u>IAFF Grievance FYE 23</u> – (Carl Shanon Smith Termination/Forced Retirement Grievance)

IAFF Grievance FYE 23 – (Battalion Chief Source Document Grievance)

IAFF Grievance FYE 23 - (Change in Medical Benefits)

B. Equal Employment Opportunity Commission (EEOC)

None

C. Contested Unemployment Claims (OESC)

None

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MUNICIPAL COURT PROSECUTIONS

This chart represents the cases prosecuted by the City Attorney's Office in the Municipal Criminal Court through February 2023. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

ADULT CASES			JUVENILE CASES			COURT SESSIONS			
Month	FYE 21	FYE 22	FYE 23	FYE 21	FYE 22	FYE 23	FYE 21	FYE 22	FYE 23
JULY	545	275	165	23	11	7	16	7	9
AUG	444	236	241	11	9	10	14	5	13
SEPT	520	263	245	10	9	15	13	5	10
OCT	325	269	244	4	12	13	7	6	9
NOV	259	228	205	0	2	10	6	6	6
DEC	279	162	165	6	1	5	7	3	8
JAN	134	185	205	3	9	9	0	6	10
FEB	178	787	256	1	8	17	0	8	10
MAR	270	282		6	13		5	9	
APR	420	323		6	12		13	10	
MAY	507	582		10	21		13	12	
JUNE	422	268		0	7		11	11	
TOTALS / YTD	4,303	3,860	1,726	80	114	86	105	88	75

WORKERS' COMPENSATION COURT

The total number cases pending as of February 2023 are 23. There were three new workers compensation cases received during the month. One Court Order was received and approved by the City Council on February 28, 2023. The remaining cases are proceeding in active litigation in the Oklahoma Workers' Compensation Commission/Court of Existing Claims. The current breakdown of pending Workers' Compensation cases by work area have been reviewed and updated for accuracy is as follows:

DEPARTMENT	DIVISION	PENDING CASES	FYE 23 CASES	FYE22 CASES	FYE21 CASES	FYE20 CASES
Fire	Suppression	9	6	4	2	2
Fire	Prevention	1		1		
Parks/Rec.	Park Maintenance	1				
Parks/Rec	Westwood Pool			I		
Planning	Development Services					
Police	Animal Welfare	2			2	1
Police	Criminal Investigation	2		1		
Police	Patrol	4	1	4	1	2
Police	Administration	0		2		
Public Works	Street Maintenance	1		1	1	1

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DEPARTMENT	DIVISION	PENDING CASES	FYE 23 CASES	FYE22 CASES	FYE21 CASES	FYE20 CASES
Public Works	Vehicle Maintenance					
Public Works	Storm Water					
Public Works	Traffic Control	1	l			
Utilities	Line Maintenance	1	1			1
Utilities	Sanitation	1	1			
TOTALS		23	10	14	6	7

List of Pending Cases

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

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

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

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

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

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

Attaway, Dan v. City of Norman, CM-2022-06389 G

(Fire, Suppression, Fire Captain, R. Knee)

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

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

Edwards, Brian v. City of Norman, CM-2023-00414 L

(Fire, Suppression, Fire Driver Engineer)

Gourley II, Rickey J. v. City of Norman, CM-2022-06328 E

(Public Works, Traffic Control, Maintenance Worker I, L. Shoulder, L. Arm)

Harvey, Homer Paul, Jr. v. City of Norman, CM-2023-01069 W

(Fire, Suppression, Fire Driver Engineer, R. Hip, R. Thigh)

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

(Fire, Prevention, Fire Marshal, Both Knees)

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

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

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

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

Kraeger, Casey W. v. City of Norman, CM-2023-00969 R

(Utilities, Sanitation, Sanitation Worker II, Head, Upper Back, Lower Back, L. Hip, L. Knee)

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

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

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

(Police, Patrol, Sergeant, Mid & Low Back, Radicular Pain Down L. & R. Leg, R. Big Toe, R. &

L. Buttocks + Neck, Headaches + Consequential Erectile Dysfunction) + Disfigurement to Stomach

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

(Police, Narcotics, Sergeant, R. Knee)

Peterman, Kyle M. v. City of Norman, CM-2022-06515 P

(Fire, Suppression, Firefighter Recruit, L. Inside Ear)

Rayburn, Joshua L. v. City of Norman, CM-2023-00845 J

(Utilities, Line Maintenance, Utility Distribution Worker I, Back UNS)

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

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

Smith, Carl Shanon v. City of Norman, CM-23-00163 Q

(Fire, Suppression, Firefighter)

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

(Fire, Suppression, Firefighter, Low Back, R Knee)

Tomczak, Carl v. City of Norman, CM-22-07388 P

(Fire, Suppression, Firefighter, L Shoulder, L Upper Arm, L Arm)

Tuschmann, Sean Michael v. City of Norman, CM-2022-04310 H

(Police/Patrol/Lieutenant, L Shoulder, Elbow, Hand)

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

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

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

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

A court order in the above case was received and approved by the City Council on February 28, 2023 and will no longer appear on the monthly report.

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through February 2023.

DEPARTMENT	FYE 23	FYE 23	FYE 22	FYE 21	FYE 20
	Month	YTD	YTD		
Animal Control		2	2	1	
Finance – IT				1	
Fire			2	1	4
Legal				2	
Other		1	6	11	10
Parks			2	4	6
Planning		1	2		
Police		6	8	3	5
Public Works – other		1	2	2	3
Public Works – Stormwater			1		2
Public Works – Engineering				1	2
Public Works – Streets	1	9	10	9	11
Utilities – Water	4	11	6	11	11
Utilities – Sanitation		3	6	12	12
Utilities – Sewer	1	1	4	5	5
TOTAL CLAIMS	6	35	51	63	71

CURRENT CLAIM STATUS	FYE 23	FYE 22	FYE 21	FYE 20
	TO DATE		:	
Claims Filed	35	51	63	71
Claims Open and Under Consideration	9	0	0	0
Claims Not Accepted Under Statute/Other	1	3	10	11
Claims Paid Administratively	10	15	11	13
Claims Paid Through Council Approval	1	2	7	14
Claims Resulting in a Lawsuit for FY	0	5	3	1
Claims Barred by Statute				
(No Further Action Allowed)	5	26	32	32
Claims in Denied Status				
(Still Subject to Lawsuit)	9	1	0	0

MUNICIPAL COURT

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MUNICIPAL COURT MONTHLY REPORT FEBRUARY - FY '23

CASES FILED

		<u>FY23</u>		FY22
	<u>FEBRUARY</u>	<u>Y-T-D</u>	<u>FEBRUARY</u>	Y-T-D
Traffic	725	3,138	289	2,501
Non-Traffic	159	1,613	147	1,497
SUB TOTAL	884	4,751	436	3,998
Parking	743	5,651	538	4,506
GRAND TOTAL	1,627	10,402	974	8,504

CASES DISPOSED

	FEBRUARY	<u>FY23</u> <u>Y-T-D</u>	FEBRUARY	<u>FY22</u> <u>Y-T-D</u>
Traffic	422	2,772	350	3,095
Non-Traffic	235	1,711	705	1,927
SUB TOTAL	657	4,483	1,055	5,022
Parking	637	4,473	444	5,360
GRAND TOTAL	1,294	8,956	1,499	10,382

<u>REVENUE</u>

		<u>FY23</u>			FY22	
	<u>FEBRUARY</u>		<u>T-D</u> <u>F</u>	EBRUARY		<u>Y-T-D</u>
Traffic	\$ 51,664.22	\$ 313	\$,764.91 \$	34,657.86	\$	315,859.27
Non-Traffic	\$ 19,806.90	\$ 153	\$,440.21 \$	16,258.33	\$	153,563.05
SUB TOTAL	\$ 71,471.12	\$ 467	7,205.12 \$	50,916.19	\$	469,422.32
Parking	\$ 24,380.00	\$ 164	\$,810.00 \$	13,186.00	\$	177,579.26
GRAND TOTA	L \$ 95,851.12	\$ 632	2,015.12 \$	64,102.19	\$	647,001.58

MUNICIPAL COURT - MONTHLY REPORT February 2023

JUVENILE COMMUNITY SERVICE PROGRAM

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

MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 19 new cases and closed 28 cases during the month of February 2023. 7 Mediations were held.

PARKS AND RECREATION 9

Park Development Activities February 2023

NORMAN FORWARD Reaves Park:



A punch walk was held in February for the work Flintco is doing to complete Phase 1 of the Reaves Park Renovation. The project was evaluated by the architect, engineer and contractor for the work, along with representatives from the parks and recreation department. Flintco's portion of the project reached substantial completion as of Thursday, February 16. We will re-walk the work in 30 days and aim for issuing a notice of substantial completion at that time, just ahead

of the 2023 baseball/softball seasons. We continue to work with the Norman Optimist Club youth sports representatives to do additional work throughout the sports fields in the park with the funds remaining in the project account that were not part of Flintco's contract. We installed post and cable barrier along the new Reaves Park Road to block cars from either parking along the road and/or leaving the roadway to drive across the open field areas of the park or towards the new detention pond.

We also held a site visit with the three finalist for the new public art piece for this project in February. They will make their final proposals in early April; and we expect the artwork to be completed this fall. We are also working with the operator of the Medieval Fair, to make sure that the park will be ready for their annual event on the first weekend in April.

We started planning a ribbon cutting for the completion of the project at a meeting of the Reaves Adhoc Committee late in the month; and we will be publicizing that event as the date draws near in mid- or late-March.

NORMAN FORWARD Neighborhood Park Renovations:



Crews have completed installation of the synthetic turf safety surfacing at Cherry Creek Park. We will now schedule the final concrete work, site grading and park furniture installation in the coming weeks, so we can officially re-open this park, and count it as another completed neighborhood park renovation project. We are also working to complete projects at Earl Sneed Park, where we are planning to finish the landscape revisions and improve the site furnishings in that small passive park on Classen Boulevard; and we are planning to install a shade canopy over the picnic tables at Colonial Commons Park. We will next be working at Sunrise and

William Morgan parks, to complete the replacement of our oldest play structures, along with other improvements to the walkways, site furniture, sports facilities, lighting and landscape in those parks.

NORMAN FORWARD New Neighborhood Parks:

We are continuing to work on developing the new Bentley Park, which will serve the Bellatona and Summit Valley neighborhoods on the north side of Highway 9, at 36th Avenue SE. We have advertised for bids on playground equipment and have selected trees for the new park design, which will be planted next month. Other items to be built in the park include a large picnic pavilion, perimeter walking path, tennis, pickleball and basketball practice courts and areas of native plantings (which will be seeded soon). The design is based on feedback we received from neighborhood surveys completed last year.

Forestry:



Our forester is working to complete several pruning projects in multiple locations in city parks and other landscape areas controlled by the city. One such area is our on-going program to "limb-up" the trees on west Lindsey Street planted along the sidewalks on the north and south sides of the street when the area from Berry Road to 24th Avenue SW was re-built a few years ago. He removed lower branches during this dormant period that would impede pedestrians as they walked along Lindsey up to a height that still allows healthy growth in the coming year. These will continue to be re-visited as the trees grow to make sure pedestrians and cars can travel without hitting low

branches. Also—crews worked in February to re-plant several trees in the Campus Corner area where we removed dead and/or hazardous trees last fall and prepared the tree wells for new trees this winter.

FEBRUARY 2023 PARKS MAINTENANCE DIVISION

Park Maintenance crews performed routine trash removal and leaf clean-up in City Parks as well as restroom/shelter cleaning & landscape maintenance in City Parks. Crews cleaned up City Parks and City-Owed Facilities from a snow/ice storm in early February and the February 26th storm event as well as assisted other departments with street cleanup.

			280 4	
	FYE-23		FYE-22	FYE-22
SAFETY REPORT	MTD	FYE-23 YTD	MTD	YTD
On-The-Job Injuries	0	1	0	1
Vehicle Accidents	0	0	0	0
Employee responsible	0	0	0	0
	Total Ma	an Hours	Total Ma	an Hours
ROUTINE				FISCAL
ACTIVITIES		FISCAL YTD		YTD
Big Mowing	0	391.50	0	460.00
Trim Mowing	0	3025.00	0	2763.50
Chemical Spraying	109	445.00	1	297.00
Fertilization	0	21.00	0	16.00
Park Tree Work	301	2904.00	0	150.00
Street Tree Work	12	127.00	18	69.00
Trash Maintenance	221.5	2247.00	18	646.00
Sprinkler Maintenance	112	1452.00	0	200.00
Watering	0	16.00	0	269.00
Painting	0	2.00	0	415.00
Landscape Maintenance	479	1274.50	80	275.00
Seeding/Sodding	0	87.00	0	608.00
Ballfield Maintenance	64	114.00	35	191.00
Fence Repairs	31	459.00	12	182.50
Equipment Repairs/Maintenance	104	1098.50	161	275.00
Material Hauling	45	218.50	4	425.25
Snow/Ice Removal	137	743.50	4	384.27
Christmas Setup	12	1384.25	12	264.75
Vector Control	0	150.00	15	43.00
Events	0	140.50	0	138.00
Vandalism Repair	33	97.00	0	18.00
Trail Maintenance	0	32.00	0	0.00
Playground Maintenance	87.25	1044.50	25	404.25
Restroom Maintenance	16	11.00	72	666.00
Carpentry/Welding	7	78.00	0	280.00
Shop Time	79	390.50	35	89.50
Special Projects	662	3153.50	0	1129.00
Miscellaneous	350	2635.00	0	960.75

FEBRUARY 2023 RECREATION DIVISION MONTHLY REPORT

Norman Senior Center: The Norman Senior Center saw a monthly attendance of 856. S.A.L.T. (Seniors and Law Enforcement Together) held their monthly meeting on Wednesday, February 1. First Monday Birthdays was celebrated on Monday, February 6. The Valentine's Day Social was held on Tuesday, February 14 with approximately 70 in seniors in attendance who enjoyed finger foods, a live dj, dancing, and door prizes. Bingo was held Wednesday, February 22.

Little Axe Community Center: The Little Axe Community Center saw a monthly attendance of 1,610. Arts and activities classes were back in February with many participants in attendance. There was a great turnout for the Mobile Smiles Event that saw 10 patients per day. The Pioneer Library held a wonderful class with the community members making Valentine's Day cards.

12th Avenue Recreation Center: Child Care: Child Care: The 12th Avenue Recreation Center averaged 30 students per day for the month of February. The Center held a President's Day camp on February 17th, which had 16 campers in attendance. The program was closed on February 1st and 2nd due to winter weather impacting road conditions. Pickleball has continued to increase its attendance throughout February! The Center held a birthday rental on February 11th. The 12th Avenue Recreation Center became a Disaster Relief and Resource Center after the tornado hit the northeast side of Norman on February 26th. Red Cross set up an area for those in need to sleep and get help in the Center the night the storm hit, and offered overnight shelter on February 27th and 28th for those in need. Disaster Relief Oklahoma, OG&E, and the Cleveland County Health department also set up areas for those impacted to get the help they needed. Food, water, and clean-up items were also offered. The last day resources were offered was March 1st.

Irving Recreation Center: The After School Program is now full with a total of 35 students enrolled. On average we have 29 students in attendance daily. Baton Twirling class continued this month but had a drop in attendance. We started a new rental agreement with Senior Games for Badminton on Saturdays. Moving forward we plan to market Baton Twirling Class, and Badminton in newsletters with BOLD. The two basketball rentals that we had for the winter ended this month, but we are looking forward to assisting them again next winter when the season resumes.

Whittier Recreation Center: Child Care Our after school program averaged 21 students for the month of February. The kids enjoyed crafts after homework time to include creating structures with marshmallows and pasta noodles and watching Bluey while eating at snack time. Clogging continues as scheduled on Tuesdays and Thursdays. Rentals this month consisted of gym rental's for soccer teams wanting to get out of the cold weather and a two basketball team practices.

		Year to
FACILITY ATTENDANCE:	Month	Date
Norman Senior Center	856	6,502
Little Axe Community Center	1,610	9,505
12th Avenue Recreation Center	918	9,934
Irving Recreation Center	563	3,905
Whittier Recreation Center	624	4,858
Reaves Center	300	2,400
Tennis Center	3.361	26,325

	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	
Senior	771	970	868	845	721	742	729	856					6,502
Axe	1,004	1,144	538	1,065	1,062	1,548	1,533	1,610					9,505
twelveth	2,815	1,805	1,230	880	696	643	947	918					9,934
Irving	717	710	325	422	391	280	497	563					3,905
Whittier	652	293	759	677	533	365	656	624					4,858
Reaves	300	300	300	300	300	300	300	300					2,400
Tennis	3,488	3,320	3,950	3,792	2,844	2,542	3,028	3,361					26,325

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A

FEBRUARY 2023 WESTWOOD GOLF DIVISION MONTHLY PROGRESS REPORT

SAFETY REPORT	FY 2023	FY 2023	FY 2022	FY 2022
	MTD	YTD	MTD	YTD
Injuries On The Job	0	0	0	0
City Vehicles Damaged	0	0	0	0
Vehicle Accidents Reviewed	0	0	0	0

FINANCIAL INFORMATION

	FYE 2023	FYE 2023	FY 2022	FYE 2022
	MTD	YTD	MTD	YTD
Green Fees	\$31,312.91	\$339,714.20	\$17,425.09	\$347,855.91
Driving Range	\$9,980.77	\$88,046.63	\$4,218.72	\$80,253.71
Cart Rental	\$13,704.00	\$178,619.16	\$9,448.27	\$196,722.28
Golf Classes	\$720.00	\$720.00		
Golf Shop Rentals	\$212.56	\$385.46		\$0.00
USGA Handicap Fees	\$147.12	\$275.86		\$0.00
Restaurant	\$6,247.01	\$124,889.34	\$3,887.61	\$114,528.24
Insufficient Check Charge	\$0.00	\$0.00	\$0.00	\$0.00
Interest Earnings	\$5,361.36	\$20,890.61	\$551.56	\$1,731.84
TOTAL INCOME	\$67,685.73	\$753,541.26	\$35,531.25	\$741,091.98
Expenditures	\$137,238.71	\$966,655.17	\$68,085.24	\$859,227.99
Income vs Expenditures	(\$69,552.98)	(\$213,113.91)	(\$32,553.99)	-\$118,136.01
Rounds of Golf	1948	21436	1156	23017

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

We continue repairs to the tee markers with sanding and painting. Equipment mower maintenance continues during the off-season in preparation for the next growing season. All golf carts have been replaced with litium ion carts. The divot bottles and numbers are all being installed. Most of the golf course has been sprayed with pre and post emergent herbicides. Greens, green banks and perimeter property areas is what remains to complete.



FEBRUARY 2023

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	FEB FYE'23	FEB FYE'22
Regular Green Fees	317	174
Senior Green Fees	269	88
Junior Fees	87	28
School Fees (high school golf team players)	102	0
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	444	297
Employee Comp Rounds	223	132
Golf Passport Rounds	0	0
9-Hole Green Fee	186	14
2:00 Fees	162	0
4:00 Fees	0	72
Dusk Fees or 5:00 Fees	60	89
PGA Comp Rounds	2	1
*Rainchecks (not counted in total round count)	15	5
Misc Promo Fees (birthday, players cards, OU studen	88	260
Green Fee Adjustments (fee difference on rainchecks)	8	1
Total Rounds (*not included in total round count)	1948	1156
% change from FY '22	68.51%	
Range Tokens	2531	1054
% change from FY '22	140.13%	
18 - Hole Carts	80	33
9 - Hole Carts	30	11
1/2 / 18 - Hole Carts	463	384
1/2 / 9 - Hole Carts	167	81
Total Carts	740	509
% change from FY '22	45.38%	
18 - Hole Trail Fees	0	0
9 - Hole Trail Fees	0	0
18 - Hole Senior Trail Fees	0	1
9-Hole Senior Trail Fees	0	0
Total Trail Fees	0	1
% change from FY '22	-100.00%	0

TOTAL REVENUE	\$67,685.73	\$35,531.25
% change from FY '20	90.50%	

FEBRUARY 2023 WESTWOOD POOL MONTHLY REPORT

FINANCIAL INFORMATION

	FYE 2023 MTD	FYE 2023 YTD	FYE 2022 TOTAL
Swim Pool Passes	\$7,260.00	\$12,359.00	\$280,436.50
Swim Pool Gate Admission	\$0.00	\$184,326.00	\$333,721.00
Swim Lesson Fees	\$11,463.00	\$15,343.00	\$63,442.00
Pool Rental	\$0.00	\$35,438.00	\$47,806.00
Locker Fees	\$0.00	\$0.00	\$0.00
Pool Classes	\$4,085.00	\$4,085.00	\$24,633.00
Pool Merchandise Sales	\$0.00	\$0.00	\$0.00
Concessions	\$0.00	\$102,809.97	\$203,526.27
TOTAL INCOME	\$22,808.00	\$354,360.97	\$953,564.77
Expenditures	\$9,680.78	\$598,981.76	\$693,322.52
Income verses Expenditures	\$13,127.22	(\$244,620.79)	\$260,242.25

ATTENDANCE INFORMATION

	FYE 2023 MTD	FYE 2022-23 YTD	2021 YTD
	Feb-23	Feb 23 - Present	April 21 - Oct 21
a. Pool Attendance	0	114,679	75,468
b. Adult Lap Swim Morning/Night	0	950	1,802
c. Water Walkers	0	1,124	4,923
d. Toddler Time	0	4,328	5,421
e. Water Fitness	0	2,610	2,826
f. Swim Team	0	1,435	4,423
g. Scuba Rentals	0	514	54
h. Scuba Participants	0	282	100
i. Swim Lessons	0	1,465	1,697
j. Private Swim Lessons	0	73	51
g. Movie Night/Special Events	0	2156	1,298
h. Party / Rentals	0	259	116
TOTAL ATTENDANCE	0	129,875	98,179

FACILITY MAINTENANCE 9B

Facility Maintenance - February 2023 - Labor/Materials Cost Report

Comprehensive Costs

Grand Total Cost: \$128,467.43

Total Misc. Cost (Materials/Contract Labor): \$80,467.43

Total Labor Cost: \$40,004.80

Total Labor Hours: 1,767

Total Cost by Request Type

Administrative: \$7.67K - 6%

Custodial: \$40.80K - 32%

Electrical: \$8.68K - 7%

General Maintenance: \$10.15K - 8%

HVAC: \$12.85K - 16%

Pest Control: \$12.85K - 10%

Plumbing: \$14.26K - 11%

Roofs: \$13.82K - 11%

Top Buildings by Cost

Indirect: \$50.56K

Development Center: \$15.23K

Reaves Park: \$11.32K

Central Library: \$6.65K

201B (NPD - Complex): \$6.60K

Firehouse Art Center: \$5.5K

City Hall (Complex): \$3.65K

Water Treatment Plant: \$2.99K

12th Avenue Recreation: \$2.59K

201C (Complex): \$2.29K

Fire Station #1: \$2.15K

Fire Station #8: \$2.09K

Water Reclamation Facility: \$1.9K

Norman Investigation Center: \$1.82K

East Library: \$1.72K

Facility Maintenance: \$1.06K

Animal Welfare: \$997.10

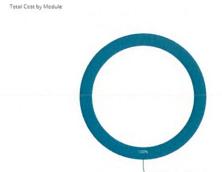
Irving Recreation: \$928.91

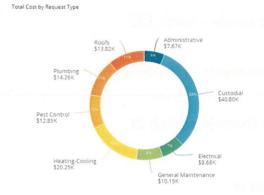
Westwood Golf: \$704.32

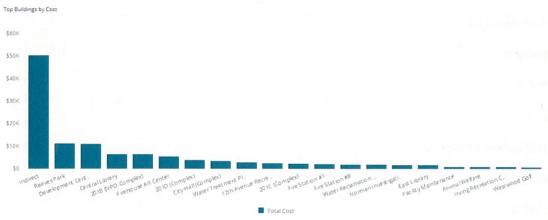
\$128,467.43

Total Labor Cost \$48,004.80

Total Inventory Cost #N/A







Comprehensive Operations

Maintenance Requests - Total: 185

Administrative: 8

Custodial: 4

Electrical: 25

General Maintenance: 40

HVAC: 47

Plumbing: 56

Pest Control: 1

Roofs: 4

Finalized Requests - Total: 185

Number of Requests by Building

Development Center (Complex): 19

Indirect: 17

Central Library: 14

201B (NPD Complex): 10

201C (Complex): 8

Senior Center: 8

Reaves Park: 7

Norman Investigation Center: 6

City Hall (Complex): 6

Fire Station #8: 5

12th Ave Recreation Center: 5

Fire Station #9: 5

Fire Station #1: 5

Sanitation: 4

Fire Station #2: 4

Water Treatment Plant: 4

Water Reclamation Facility: 4

Westwood Golf: 4

Firehouse Art Center: 4

Animal Welfare: 4

201A (Complex): 4

Transit/EVT: 3

Transfer Station: 3

Little Axe Recreation: 3



Work Summary

 ${\tt PM~\&~Work~Requests~by~Current~State}$

Completed: 146 - 99%

PM & Work Requests Assigned by User

Brian J.: 17 - 15%

Don A.: 21 - 19%

Jeff L.: 47 – 43%

Nate M.: 4 – 4%

Robert B.: 16 – 15%

Jason M.: 1

Kathy L.: 1

Tara K.: 3

PM & Work Requests by Type

Administrative: 5 - 5%

Custodial: 2 - 2%

Electrical: 17 – 16%

General Maintenance: 29 – 27%

HVAC: 15 - 14%

Plumbing: 37 - 34%

Roofs: 3 – 3%



Team Performance

Assigned Requests by User

Bill S.: 11 - 8%

Brian J.: 20 - 15%

Don A.: 23 - 17%

Jeff L.: 56 - 41%

Robert B.: 16 - 12%

Jason M.: 1

Jerry W.: 1

Kathy L.: 1

Nate M.: 4

Tara K.: 3

Labor Hours by User

Brian J.: 114 -- 13%

Don A.: 147 - 16%

Jason M.: 160 - 18%

Jeff L.: 143 - 16%

Kathy L.: 136 - 15%

Nate M.: 52 - 6%

Robert B.: 154.5-17%

Labor Hours by Building

12th Ave Recreation Center: 99.5

201B (NPD - Complex): 28

201C (Complex): 8.75

Animal Welfare: 10

Central Library: 33

Development Center: 81

East Library: 5

Fire Station #1: 2

Fire Station #3: 9

Fire Station #5: 1

Fire Station #6: 1

Fire Station #7: 2

Fire Station #8: 17.5

Fire Station #9: 4

Firehouse Art: 3.5
Fleet: 3
Household Hazardous Waste: 5
*Indirect: 482.75
Irving Recreation: 3
Little Axe Rec Center: 10.5
Neighborhood Parks: 8
Norman Investigation Center: 7
Reaves Park: 12
Ruby Grant Park:
Sanitation: 2
Santa Fe Depot: 2.5
Senior Center: 10
Shooting Range (NPD): 1
Sooner Theater: 2
Traffic Control: 1
Transfer Station: 5
Transit/EVT: 5
Water Reclamation Facility: 17
Water Treatment Plant: 4
Westwood Golf: 4
YFAC: 1
*** This report was generated before all work orders had updated therefore it is lacking some

^{***} This report was generated before all work orders had updated therefore it is lacking some information for the month of February, the numbers will reflect in March 2023 report. ***

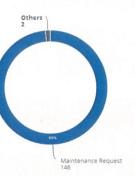
Total Labor Hours

906.5

Average Response Time (Days)

Requests by Module

Assigned Requests by User



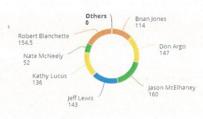
Bill Sandison Robert Blanchette 16 Jeff Lewis 56

Resolutions by User

Labor Hours by User

Labor Hours by Building



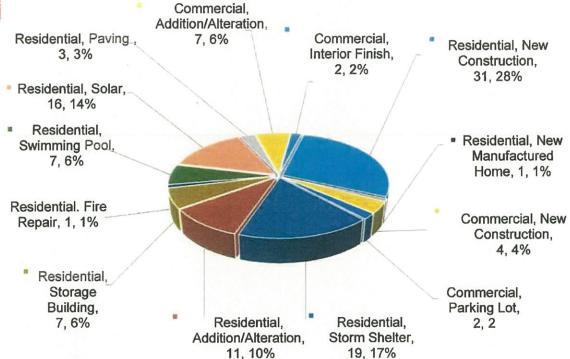




PLANNING AND COMMUNITY DEVELOPMENT 10



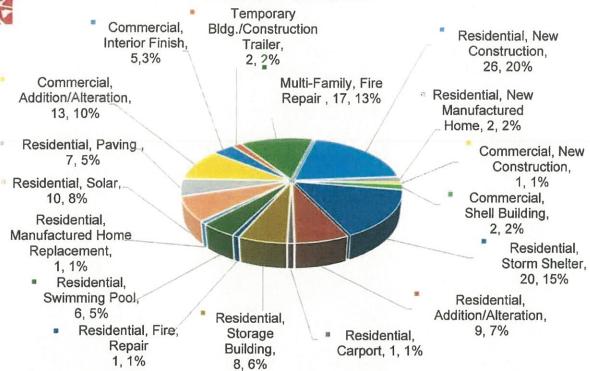
CITY OF NORMAN DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY FEBRUARY 2023 REPORT



Permit Type	Count	Valuation
Residential, New Construction	31	\$ 10,088,705.00
Residential Duplex, New Construction	0	\$ -
Residential, New Manufactured Home	1	\$ 260,000.00
Commercial, New Construction	4	\$ 12,060,000.00
Commercial, Parking Lot	2	\$ 16,700.00
Commercial, Shell Building	0	\$ -
Residential, Storm Shelter	19	\$ 67,682.00
Residential, Addition/Alteration	11	\$ 1,004,600.00
Residential, Carport	0	\$ -
Residential, Storage Building	7	\$ 294,177.00
Residential, Fire Repair	1	\$ 300.00
Residential, Swimming Pool	7	\$ 644,850.00
Residential, Manufactured Home Repl	0	\$ -
Residential, Solar	16	\$ 531,560.00
Residential, Paving	3	\$ 37,300.00
Commercial, Addition/Alteration	7	\$ 4,669,549.00
Commercial, Interior Finish	2	\$ 210,000.00
Commercial, Fire Repair	0	\$ -
Commercial, Foundation	0	\$ -
Temporary Bldg./Construction Trailer	0	\$ -
Multi-Family, New	0	\$ -
Multi-Family, Addition/Alteration	0	\$ -
Multi-Family, Foundation	0	\$
Multi-Family, Fire Repair	0	\$ -
Group Quarters	0	\$ -
	111	\$ 29,885,423.



CITY OF NORMAN DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY FEBRUARY 2022 REPORT



Permit Type	Count	Valuation
Residential, New Construction	26	\$ 7,260,287
Residential Duplex, New Construction	0	\$ -
Residential, New Manufactured Home	2	\$ 144,604
Commercial, New Construction	1	\$ 250,000
Commercial, Parking Lot	0	\$
Commercial, Shell Building	2	\$ 1,400,000
Residential, Storm Shelter	20	\$ 85,762
Residential, Addition/Alteration	9	\$ 363,128
Residential, Carport	1	\$ 1,795
Residential, Storage Building	8	\$ 169,587
Residential, Fire Repair	1	\$ 500
Residential, Swimming Pool	6	\$ 412,000
Residential, Manufactured Home Repl	1	\$ 88,900
Residential, Solar	10	\$ 335,413
Residential, Paving	7	\$ 49,975
Commercial, Addition/Alteration	13	\$ 8,857,219
Commercial, Interior Finish	5	\$ 1,455,000
Commercial, Fire Repair	0	\$
Commercial, Foundation	0	\$
Temporary Bldg./Construction Trailer	2	\$ 14,000
Multi-Family, New	0	\$ -
Multi-Family, Addition/Alteration	0	\$ -
Multi-Family, Foundation	0	\$
Multi-Family, Fire Repair	17	\$ 98,000
Group Quarters	0	\$ -
	131	\$ 20,986,17



CITY OF NORMAN Building Permit Activity-FEBRUARY 2023

	DESCRIPTION	2023 YEAR TO-DATE		VALUATION	2022 TOTALS		2022 TOTAL VALUATION	
	Residential, New Construction	51 4 1 31 21 0 18 1 13 0 27 6 0 0	***********	24,007,595 754,880 260,000 124,917 1,658,100 - 703,772 300 1,344,125 - 980,090 65,700 - -	559 2 2 307 185 4 141 31 145 7 16 111 1 2 3	***********	171,447,259 400,000 65,000 1,174,221 11,219,201 73,710 4,708,996 1,558,116 9,332,054 582,151 461,303 1,737,557 750,000 16,000 170,000 284,798	
	Group Quarters	173	\$	29,899,479	1538	\$	226,210,366	
NON-RESIDENTIAL	Commercial, New Construction	5 2 0 18 2 0 1	****	13,860,000 16,700 - 6,884,549 210,000 - 75,000	51 7 11 143 40 8 7 29	****	263,453,985 682,640 9,242,000 45,783,076 3,374,700 888,000 10,740,000 351,391	NON-RESIDENTIAL
	TOTAL	28	\$	21,046,249		\$	334,515,792	
OTHER ACTIVITY	Electrical Permits	233 216 268 58 2 19 1 3 0 21 1 197 3770			1663 1405 1891 475 44 782 16 31 10 173 25 1070 27583			OTHER ACTIVITY
	All Field Inspections	-4			-28			

Page 3 of 3

City of Norman BUILDING PERMITS AND INSPECTIONS



RESIDENTIAL BUILDING PERMITS Issued February 2023 - Sorted by Permit Type

Permit Type	Contractor	Permit	Date Issued		Address		Lot	Block	Subdivision	Zoning	Valua	tion	Project Area
& 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	318	2/3/2023	3035	WISTER	RD	5	3	GREENLEAF TRAILS ADD 11	PUD	\$	2,500	21
& 2 FAMILY STORM SHELTER	FLAT SAFE TORNADO SHELTERS	348	2/2/2023	4017	BROWNWOOD		11	3	CASTLEROCK ADD #4	R1	\$	3,200	24
& 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	427	2/9/2023	2918	GULLIVER	ST	9	3	TRAILWOODS SEC 12	PUD	5	2,500	21
& 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	428	2/9/2023	2909	ZARA	ST	3	3	TRAILWOODS SEC 12	PUD	S	2,500	21
& 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	430	2/3/2023	3551	MONTORO RIDGE	DR	1	1	MONTEREY ADD. #1	PUD	S	3,995	24
& 2 FAMILY STORM SHELTER	EF5 TORNADO SHELTERS	442	2/6/2023	3903	BLACK MESA	RD	13	3	RED CANYON RANCH SEC 7	PUD	3	5,975	35
& 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	472	2/10/2023	1529	OAKWOOD	DR	33		LYDICK'S #2	R1	5	2,795	18
& 2 FAMILY STORM SHELTER	FLAT SAFE TORNADO SHELTERS	503	2/15/2023	417	MERKLE	DR	3	10	WESTWOOD ESTATES	R1	\$	4,600	28
& 2 FAMILY STORM SHELTER	FLAT SAFE TORNADO SHELTERS			1705	REID PRYOR	RD	2	8	CEDAR LANE SEC #2	R1	S	3,700	
		520	2/20/2023	0.000	Control of the Contro			-					24
& 2 FAMILY STORM SHELTER	OKLAHOMA SHELTERS	566	2/16/2023	4811	TURKEY	TR	2	1W	TURKEY VALLEY ESTATES	A2	\$	3,900	35
& 2 FAMILY STORM SHELTER	PREFERRED SHELTERS	570	2/16/2023	1921	BROONE	DR	6	3	PARK PLACE ADD #4	R1	\$	2,950	18
& 2 FAMILY STORM SHELTER	OKLAHOMA SHELTERS	613	2/24/2023	2133	IOWA	ST	23		WESTWOOD ESTATES	R1	\$	3,300	21
& 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	644	2/24/2023	4160	PIONEER	CIR	11	4	MARLATT ADD	R1	\$	2,850	21
& 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	665	2/27/2023	3730	ABINGDON	DR	1	1	BELLATONA SEC, #2	R1	\$	3,395	32
& 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	666	2/27/2023	2812	NORTHERN HILLS	LN	4	1	NORTHERN HILLS ADD	R1	S	3,995	24
& 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	667	2/24/2023	1203	GREENBRIAR	DR	13	11	COLLEGE MANOR	NA	\$	4,495	48
& 2 FAMILY STORM SHELTER	F5 STORM SHELTERS, LLC	686	2/24/2023	3521	GLISTEN	ST	16	1	CASCADE ESTATES #2	R1	8	3,642	30
& 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	709	2/27/2023	11725	HILLTOP	DR	8		HILLTOP LAKE ESTATES 2ND	NA	5	3,995	24
& 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	719	2/28/2023	3101	RED CEDAR	WAY	8	2	GREENLEAF TRAILS ADD 10	PUD	5	3,395	39
		- 1 de la companya de							A CONTRACTOR OF THE CONTRACTOR				
& 2 FAMILY, ADD OR ALTER	OWNER	299	2/3/2023	8601 E	FRANKLIN	RD		1W	NOT SUBDIVIDED	A2	\$	21,000	516
& 2 FAMILY, ADD OR ALTER	LAW CONSTRUCTION	311	2/13/2023	4212	NORTHHAMPTON	CT	4	3	THE TROPHY CLUB	R1	5	650,000	10067
& 2 FAMILY, ADD OR ALTER	OWNER	329	2/2/2023	1121 W	APACHE	ST	17	3	WEST PARK ADD	R1	\$	15,000	72
& 2 FAMILY, ADD OR ALTER	BENCHMARK HOMES OF CENTRAL OK	333	2/3/2023	124 E	SYMMES	ST	12	4	CLASSEN-MILLER ADDITION	R3	\$	35,000	1000
& 2 FAMILY, ADD OR ALTER	AFFORDABLE CONSTRUCTION CO.	414	2/8/2023	2008	DANFIELD	DR	1A	2	BROOKHAVEN #26	R1	\$	35,000	340
& 2 FAMILY, ADD OR ALTER	PMH CONSTRUCTION, LLC.	447	2/17/2023	425	THORTON	DR	12	20	WESTWOOD ESTATES	R1	\$	50,000	504
& 2 FAMILY, ADD OR ALTER	STONERIDGE ENTERPRISES, INC.	495	2/13/2023	212	RIDGEFIELD	DR	26	1	HAWTHORNE PLACE ADD	NA	S	19,800	268
& 2 FAMILY, ADD OR ALTER	SUNROOMS & MORE	523	2/16/2023	3617	TRUMAN	DR	5	3	INDEPENDENCE VALLEY SEC. #1	R1	5	47,800	200
& 2 FAMILY, ADD OR ALTER	OWNER	608	2/22/2023	219 E	DUFFY	ST	33		CLASSEN-MILLER ADDITION	R1	S	25,000	100
& 2 FAMILY, ADD OR ALTER	ZION CONSTRUCTION	626	2/24/2023	1912	OAKHURST	CIR	21		OAKHURST ADD	R1	S	100,000	1800
& 2 FAMILY, ADD OR ALTER	FREDGREN, TOM	641	2/27/2023	401	EGRET	LN	6		SUTTON PLACE ADD #5	R1	5	6,000	130
& 2 FAMILY, PAVING										-	5		
	A & L CONCRETE	185	2/3/2023	1408	JAMI	DR	15		BOYD'S LANDING	R1		5,000	595
& 2 FAMILY, PAVING	VANCE CONSTRUCTION SERVICES	460	2/9/2023	722	CHAUTAUQUA	AVE		2W	NOT SUBDIVIDED	R1	\$	7,300	595
& 2 FAMILY, PAVING	LAW CONSTRUCTION	530	2/15/2023	518 S	LAHOMA	AVE	17	_	ROSS ADDITION	R1	\$	25,000	300
& 2 FAMILY, REPAIR	OWNER	673	2/24/2023	6601	CEDAR	LN	1	2	BLUE RIDGE ACRES	RE	\$	300	300
& 2 FAMILY, SOLAR	VYVUE LLC	235	2/9/2023	2924	WOODVIEW	DR	22	10	WOODCREST EST #3	NA	5	37,893	
& 2 FAMILY, SOLAR	GREEN LIGHT SOLAR	282	2/8/2023	1101	HEARTHSTONE		2	7	BROOKHAVEN #36	R1	\$	19,060	
& 2 FAMILY, SOLAR	GREEN LIGHT SOLAR	288	2/7/2023	3012	MONTANE	DR	4	2	GREENLEAF TRAILS ADD 9	PUD	S	14,410	
& 2 FAMILY, SOLAR	GREEN LIGHT SOLAR	290	2/7/2023	520 N	UNIVERSITY	BLVD	1	12	NORMAN HEIGHTS ADDITION	R1	5	20,520	
& 2 FAMILY, SOLAR	GREEN LIGHT SOLAR	298	2/7/2023	828	HAWKS NEST	DR	18	4	EAGLE CLIFF ADD # 1	R1	S	17,790	
& 2 FAMILY, SOLAR	VYVUE LLC	411	2/9/2023	1600	CENTRAL	PKWY	5	8	PARK PLACE ADD #6	R1	S	36,774	
& 2 FAMILY, SOLAR	AVVIO SERVICES LLC		2/6/2023	1812		DR							
		412			OAKCREEK		25		OAKHURST ADD SEC 12	NA	\$	25,344	
& 2 FAMILY, SOLAR	SOLAR POWER OF OKLAHOMA	437	2/7/2023	224	WATERFRONT	DR	6	2	ROYAL OAKS ADD #3	R1	\$	24,608	
& 2 FAMILY, SOLAR	ASTRAWATT SOLAR	500	2/10/2023	3124	WINDWARD	CT	1	1	CROSSROADS WEST #6	R1	\$	17,199	
& 2 FAMILY, SOLAR	GREEN LIGHT SOLAR	516	2/13/2023	203	TERRA	CT	8	4	CRYSTAL HEIGHTS #3	R1	\$	18,170	
& 2 FAMILY, SOLAR	ENCORE SOLAR	532	2/24/2023	801	KENWOOD	DR	4	1	SONOMA PARK#5	R1	\$	71,961	
& 2 FAMILY, SOLAR	AVVIO SERVICES LLC	591	2/24/2023	709	TERRY	DR	5	1	WOMACK ADD	R1	\$	35,000	
& 2 FAMILY, SOLAR	ADT SOLAR, LLC.	604	2/23/2023	809	DAKOTA	ST	5	2	PARK ADD	R1	5	25,080	
& 2 FAMILY, SOLAR	LUMIO HX, INC	678	2/27/2023	4116	MOORGATE	CIR	8	3	CARRINGTON PLACE ADD #7	R1	s	57,127	
& 2 FAMILY, SOLAR	LUMIO HX, INC	679	2/27/2023	4516	BLACK HORSE	RD	8	4	CARRINGTON PLACE ADD #6	R1	S	98,124	
& 2 FAMILY, SOLAR	SMALL TOWN SOLAR	5001	2/6/2023	945	MOCKINGBIRD	LN	30		BEL-AIRE ADD SEC 1	R1	5	12,500	
& 2 FAMILY, STORAGE BLDG				2208			_	_			1.4.		200
	RIVER SHELTERS LLC	289	2/1/2023		FORISTER	CT		4	PEARSON EST #1	R1	5	10,000	288
& 2 FAMILY, STORAGE BLDG	BRENT CORNMAN CONSTRUCTION	351	2/6/2023	11717	ALAMEDA	DR		1W	NOT SUBDIVIDED	A2	\$	100,000	2880
& 2 FAMILY, STORAGE BLDG	OWNER	352	2/17/2023	11002	WILDFLOWER	LN	11		BLACKBERRY RIDGE COS	A2	\$	65,000	2400
& 2 FAMILY, STORAGE BLDG	RICHARDSON HOMES	594	2/23/2023	1300	DRAGONFLY	RD	30	2	FROST CREEK ADD.	PUD	8	22,000	240
& 2 FAMILY, STORAGE BLDG	BBM OF OKC	681	2/28/2023	13965 E	STELLA	RD	19	1E	NOT SUBDIVIDED	A2	\$	50,000	960
& 2 FAMILY, STORAGE BLDG	TUFF SHED INC	682	2/28/2023	4725	MARSTON	CT	14	2	ROCK CREEK POLO CLUB #3	R1	5	7,177	160
& 2 FAMILY, STORAGE BLDG	LAW CONSTRUCTION	4382	2/1/2023	4751	WELLINGTON LAKE	DR	13		WELLINGTON LAKE SEC 2	PUD	S	40,000	1000
& 2 FAMILY, SWIMMING POOL	OKLAHOMA WATERSCAPES	189	2/9/2023	2932	MISTY RIDGE	DR	1	2	SUMMIT LAKES ADD #4	R1	8	74,000	930
& 2 FAMILY, SWIMMING POOL	SPARTAN POOLS & PATIO		2/27/2023	5650		ST					S		
		221			7 A		4	1E	PRIDE #007	A2		130,000	1600
& 2 FAMILY, SWIMMING POOL	GROTTO POOL DESIGNS	355	2/3/2023	5401	COTTONWOOD CREEK	CIR	4		COTTONWOOD CREEK	RE	\$	110,850	2200
& 2 FAMILY, SWIMMING POOL	PREMIER POOLS AND SPAS	493	2/10/2023	2961	TWIN ACRES	DR	13	1	TWIN ACRES	R1	5	40,000	850
& 2 FAMILY, SWIMMING POOL	ARTISTIC POOLS	498	2/13/2023	2505	BRIXTON	DR	16	1	VILLAS AT ASHTON GROVE	PUD	S	88,000	695
& 2 FAMILY, SWIMMING POOL	ANTLER POOLS & PATIOS	501	2/13/2023	1431	GRAY FOX	DR	11	2	FROST CREEK ADD.	PUD	\$	92,000	1352
& 2 FAMILY, SWIMMING POOL	ROSE HILL BUILDERS	556	2/21/2023	3531	DRAGONFLY	CT	27	1	FROST CREEK ADD.	PUD	\$	110,000	1551

FAMILY, NEW CONSTRUCTION	RICHARDSON HOMES	89	2/23/2023	1300	DRAGONFLY	RD	30		FROST CREEK ADD.	PUD	5	697,284	5447
FAMILY, NEW CONSTRUCTION	KCI HOMES	336	2/6/2023		BETHEL	RD		1W	NOT SUBDIVIDED	A2	\$	750,000	6700
AMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP.	413	2/24/2023	3808	HARDY	DR	1		SPRINGS AT FLINT HILLS SEC. #1	PUD	\$	380,000	3078
FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP.	417	2/24/2023	3805	HARDY	DR	18		SPRINGS AT FLINT HILLS SEC. #1	PUD	3	300,000	2192
FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP.	418	2/24/2023	3727	HARDY	DR	16		SPRINGS AT FLINT HILLS SEC. #1	PUD	\$	375,000	2469
FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP.	420	2/24/2023	3804	HARDY	DR	2		SPRINGS AT FLINT HILLS SEC. #1	PUD	\$	360,000	2832
FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP.	421	2/24/2023	3801	HARDY	DR	17		SPRINGS AT FLINT HILLS SEC. #1	PUD	\$	310,000	2421
FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP.	422	2/24/2023	1221	WILMOT	ST	7	1	SPRINGS AT FLINT HILLS SEC. #1	PUD	\$	380,000	2841
FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP.	423	2/24/2023	3800	HARDY	DR	3	4	SPRINGS AT FLINT HILLS SEC, #1	PUD	\$	370,000	2472
FAMILY, NEW CONSTRUCTION	B & C CUSTOM DESIGNS INC	424	2/9/2023	4200	48TH	AVE	9	3W	NOT SUBDIVIDED	A2	\$	360,000	2584
FAMILY, NEW CONSTRUCTION	REMINGTON ENTERPRISES, LLC	485	2/14/2023	3013	HOLLOW CREST	LN	5	2	SUMMIT VALLEY SEC. #3	R1	\$	299,040	2908
FAMILY, NEW CONSTRUCTION	REMINGTON ENTERPRISES, LLC	486	2/14/2023	3021	HOLLOW CREST	LN	7	2	SUMMIT VALLEY SEC. #3	R1	\$	287,980	3003
FAMILY, NEW CONSTRUCTION	REMINGTON ENTERPRISES, LLC	487	2/14/2023	3017	HOLLOW CREST	LN	6	2	SUMMIT VALLEY SEC, #3	R1	\$	287,980	3003
FAMILY, NEW CONSTRUCTION	OWNER	542	2/20/2023	8500 E	POST OAK	RD	21	1W	REPLAT OF PATE ACRES	A2	\$	120,000	2200
FAMILY, NEW CONSTRUCTION	DENALI HOMES, LLC.	564	2/23/2023	4512	LAS COLINAS	LN	1	11	LAS COLINAS SEC. #1	R1	\$	493,941	4668
FAMILY, NEW CONSTRUCTION	RIVERSTONE HOMES	586	2/21/2023	3009	HOLLOW CREST	LN	4	2	SUMMIT VALLEY SEC. #3	R1	3	404,000	3172
FAMILY, NEW CONSTRUCTION	RIVERSTONE HOMES	587	2/21/2023	1922	HOLLOW CREST	CT	1	7	SUMMIT VALLEY SEC. #3	R1	5	388,000	3104
FAMILY, NEW CONSTRUCTION	RIVERSTONE HOMES	588	2/21/2023	2108	LADERA	LN	6	1	SUMMIT VALLEY SEC. #3	R1	\$	375,000	2856
FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP.	592	2/24/2023	3712	ALTA VISTA	DR	19	5	FLINT HILLS SEC. #1	PUD	\$	290,000	2290
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	508	2/16/2023	3707	EUREKA	DR	1	2	FLINT HILLS SEC. #1	PUD	\$	234,640	2440
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	509	2/23/2023	1400	FLINT HILLS	ST	1		FLINT HILLS SEC. #1	PUD	5	259,980	2561
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	512	2/20/2023	3709	ALTA VISTA	DR	2		FLINT HILLS SEC. #1	PUD	S	180,880	1854
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	513	2/16/2023	3710	EUREKA	DR	1	3	FLINT HILLS SEC. #1	PUD	S	222,740	2233
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	538	2/16/2023	1412	FLINT HILLS	ST	4	1	FLINT HILLS SEC. #1	PUD	S	247,520	2411
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	599	2/23/2023	3713	ALTA VISTA	DR	3	3	FLINT HILLS SEC. #1	PUD	5	208,320	2161
	IDEAL HOMES OF NORMAN	607	2/27/2023	3721	ALTA VISTA	DR	5	3	FLINT HILLS SEC. #1	PUD	\$	259,980	2527
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	609	2/27/2023	3717	ALTA VISTA	DR	4	3	FLINT HILLS SEC. #1	PUD	2	204,960	2215
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	652	2/27/2023	3729	ALTA VISTA	DR	7	3	FLINT HILLS SEC. #1	PUD	\$	300,580	2740
FAMILY, NEW CONSTRUCTION		653	2/27/2023	3733	ALTA VISTA	DR	8	3	FLINT HILLS SEC. #1	PUD	\$	224,280	2323
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	654		3725		DR	6	3	FLINT HILLS SEC. #1	PUD	5	278,460	2706
FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	656	2/27/2023	4600	ALTA VISTA OSPREY	DR		3	EAGLE CLIFF SOUTH ADD #7	R1	2	238,140	2239
FAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC.							3W		C2	4	230,140	2239
EMPORARY ROLL-OFF, OTHER	AMERICAN PLAZA PROPERTIES	347	2/1/2023	1225 W	MAIN	ST RD		1	NOT SUBDIVIDED	RM6		0	0
EMPORARY ROLL-OFF, OTHER	APPLE CREEK ESTATES, LLC.	506	2/10/2023	3001	PHEASANT RUN		1	1	APPLECREEK ADDN	NA NA		0	0
EMPORARY ROLL-OFF, OTHER	OKLAHOMA DEPARTMENT OF VETRANS	621	2/21/2023	1776 E	ROBINSON	ST			NOT SUBDIVIDED/STATE PROP	RM6		0	0
EMPORARY ROLL-OFF, OTHER	NS-NORMAN, LLC.	708	2/27/2023	1600	ANN BRANDEN	BLVD		1	RENAISSANCE ADDITION			0	0
EMPORARY ROLL-OFF, OTHER	IMAN, CHARLIE PROPERTIES, LLC.	717	2/28/2023	559 W	MAIN	ST		2W	NOT SUBDIVIDED	C2		0	0
EMPORARY ROLL-OFF, RESIDENTIAL	FURRY, LOYAL W	448	2/6/2023	1219	CLEARWATER	DR		2	EAST RIDGE ADD #02	NA.		0	
EMPORARY ROLL-OFF, RESIDENTIAL	RENZ, SPENSER	451	2/7/2023	5701 E	ROBINSON	ST		2W	NOT SUBDIVIDED	A2		G.	40
EMPORARY ROLL-OFF, RESIDENTIAL	SANDLIN, LARRY	484	2/8/2023	3605	HAMPTON	CT	2	1	OAK CREEK #2	RMB		0	0
EMPORARY ROLL-OFF, RESIDENTIAL	POTTER, ALLAN RAY	526	2/13/2023	1635	HAWTHORNE	CT	11	3	COLLEGE MANOR	R1		0	0
TEMPORARY ROLL-OFF, RESIDENTIAL	KHOURI, RUDY	597	2/20/2023	416	IOWA	ST	7		NORMAN HEIGHTS ADDITION	R1		0	0
EMPORARY ROLL-OFF, RESIDENTIAL	STUBBLEFIELD, LAURENCE A	648	2/22/2023	509	TELSTAR	ST	25	1	CRYSTAL HEIGHTS #3	R1		0	0
OTAL PERMITS	96	AVERAGE VAL	UATION	\$	134,67	79			AVERAGE PROJECT AREA	1,561	-	SOLAR PERM	ITS -
EXCLUDING TEMP ROLL-OFF)		TOTAL VALUA	TION	\$	12,929,17	74			TOTAL PROJECT AREA	124,851	P	ROJECT AREA	

Permit Type	Permit Counts	Unit Count Valuation	Permit Type/Counts
RESIDENTIAL, NEW CONSTRUCTION	31	\$ 10,088,705	ROLL OFF PERMITS
RESIDENTIAL DUPLEX, NEW CONSTRUCTION	0	s -	COUNT - 11
RESIDENTIAL, NEW MANUFACTURED HOME	1	\$ 260,000	
RESIDENTIAL, STORM SHELTER	19	\$ 67,682	DEMO-RESIDENTIAL
RESIDENTIAL, ADDITION/ALTERATION	11	\$ 1,004,600	
RESIDENTIAL, CARPORT	0	5 -	1750 60TH AVE. SE
RESIDENTIAL, STORAGE BUILDING	7	\$ 294,177	COUNT - 1
RESIDENTIAL, FIRE REPAIR	1	\$ 300	
RESIDENTIAL, SWIMMING POOL	7	\$ 644,850	
RESIDENTIAL, MANUFACTURED HOME REPL	0	\$ -	(a)
RESIDENTIAL, SOLAR	16	\$ 531,560	
RESIDENTIAL, PAVING	3	\$ 37,300	
MULTI-FAMILY, NEW (3+ FAMILY)	0	5 -	TOTAL DEMO
MULTI-FAMILY, ADDITION/ALTERATION (3+FAM)	0	\$ -	NET UNITS
MULTI-FAMILY FOUNDATION (3+FAMILY)	0	5 -	
MULTI-FAMILY, FIRE REPAIR (3+FAMILY)	0	\$ -	-1
GROUP QUARTERS	0	\$ -	
ROLL OFF. RESIDENTIAL	0	\$ -	
ROLL OFF, OTHER	0	\$ -	4
SEASONAL STORAGE CONTAINER	0	s -	
STORAGE CONTAINER	. 0	\$ - 166	4
		\$ -	
TOTAL	96	\$ 12,929,174	

City of Norman BUILDING PERMITS AND INSPECTIONS

Issued February 2023- Sorted by Permit Type

COM	Contractor	Tenant Name	Permits	lesued	Address	ı	ot B	lock	Subdivision	Zoning	Valuation	Project Area
COMMERCIAL, ADD/ALT COMMERCIAL, INTERIOR FINISH COMMERCIAL, INTERIOR FINISH	KRITTENBRINK CONSTRUCTION WONG, PHILIP EVANS BUILDING CONCEPTS CROSSLAND CONSTRUCTION CO,INC. STRONGHOLD CONSTRUCTION OWNER PAS RENOVATIONS CHEN, ZUBO NEXT LEVEL CONSTRUCTION	DONI'S ITALIAN RESTAURANT BLUE WATER DISPENSARY MEDICAL OFFICE REMODEL CITY OF NORMAN MUNICIPAL COURT REMODEL CITY OF NORMAN TRANSIT CENTER NATURE CREATIVE ACADEMY SAVANNA SQUARE OFFICE EXPANSION ICHIBAN SUSHI BAR URBAN NUTRITION STORE	143 291 455 4265 5362 5560 5572 44 612	2/7/2023 2/9/2023 2/10/2023 2/8/2023 2/28/2023 2/13/2023 2/3/2023 2/11/2023 2/28/2023	112 W MAIN 900 N PORTER 321 N WEBSTER 318 E COMANCHE 4701 N PORTER 3001 36TH 3321 W TECUMSEH	ST AVE AVE ST AVE AVE	1 1 27 67 18 2 1 64 10 24 8 2\1 1 1 1 1	7 2 4 4 W	38TH NORTH BUSINESS PARK NORMAN, ORIGINAL TOWNSHIP HIGHLAND ADDITION NORMAN, ORIGINAL TOWNSHIP NORMAN, ORIGINAL TOWNSHIP NORMAN, ORIGINAL TOWNSHIP NOT SUBDIVIDED SAVANNAH SQUARE ADDITION CARROLL FARM SEC. 4 CARROLL FARM SEC. 4	PUD CCFB C3 I1 C3 A2 RM6 PUD PUD	\$ 200,00 \$ 3,50 \$ 185,00 \$ 3,150,00 \$ 956,04 \$ 120,00 \$ 75,00 \$ 200,00 \$ 10,00	0 50 0 307 0 1456 9 107 0 460 0 351 0 280
COMMERCIAL, NEW CONSTRUCTION COMMERCIAL, PARKING LOT COMMERCIAL, PARKING LOT	SPINOFF CONSTRUCTION CROSSLAND CONSTRUCTION CO,INC. GAMMILL, RUSS HEARTLAND CONTRACTING SERVICES SHEPPARD CONCRETE IDEAL HOMES OF NORMAN	TAKE FIVE OIL CHANGE LANDERS OFFICE BATTISON AUTO DEALERSHIP AT&T WIRELESS TOWER FIRST BAPTIST CHURCH IDEAL HOMES	2118 2153 4082 5185 474 528	2/7/2023 2/20/2023 2/21/2023 2/9/2023 2/14/2023	3800 CLASSEN 2601 PARKWAY 4812 INTERSTATE 5689 72ND 211 W COMANCHE	BLVD DR DR AVE	16 2\\ 1A \\ 2 3\\ 5 1\\ 7 \\ 2 1	w	TAKE 5 NORMAN PARK CENTRAL ADD BATTISON AUTOMOTIVE NOT SUBDIVIDED NORMAN, ORIGINAL TOWNSHIP FLINT HILLS SEC. #1	C2 C2 PUD A2 CCFB PUD	\$ 465,00 \$ 8,000,00 \$ 3,500,00 \$ 95,00 \$ 4,70 \$ 12,00	0 143 0 3619 0 2161 0 50 0 31
Permit Type COMMERCIAL, NEW CONSTRUCTION COMMERCIAL, PARKING LOT COMMERCIAL, SHELL BUILDING COMMERCIAL, ADDITION/ALTERATION COMMERCIAL, INTERIOR FINISH COMMERCIAL, FIRE REPAIR COMMERCIAL, FIRE REPAIR COMMERCIAL, FOUNDATION TEMPORARY BLDG/CONST. TRAILER	Count 4 2 0 7 2 0 0 7 2 0 0 0	Valuation \$ 12,080,000 \$ 16,700 \$ 4,689,549 \$ 210,000 \$		7.47	w Construction Business info Building Size (SF) 1,438 36,191 21,810	ormation (New Use/Class RET RET	Sificati FAIL FAIL	ion		siness		
TOTAL	15	\$ 16,956,249										

POLICE 11





NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW



FEBRUARY | 2023

MONTHLY ACTIVITY OVERVIEW

SUMMARY OF REPORTED CRIMES	2023	5-YEAR AVERAGE	2022
MURDER	0	1	0
SEXUAL ASSAULTS	14	16	14
ROBBERY	3	3	4
AGGRAVATED ASSAULTS	15	18	16
BURGLARY OF BUILDING	30	34	34
LARCENY/THEFT	192	206	203
MOTOR VEHICLE THEFT	32	30	28
ARSON	0	0	0
KIDNAPPING	2	2	2
FRAUD/FORGERY	63	65	50
DUI/APC	45	30	20
PUBLIC INTOXICATION	33	36	34
RUNAWAYS	24	18	13
DRUG VIOLATIONS	35	63	22
THREATS/HARASSMENT	28	28	22
VANDALISM	48	68	58
OTHER	794	729	646
TOTAL REPORTED CRIME	1,079	1,082	925
TOTAL ARRESTS:	424	423	341
PROTECTIVE CUSTODY:	92	88	65
TOTAL CASE REPORTS*	911	891	795
COLLISIONS	235	196	220
FATALITY	1	1	2
INJURY	60	32	33
NON-INJURY	174	163	185
NUMBER OF PEOPLE INJURED	76	65	58
CITATIONS & WARNINGS	2,661	3,471	1,597
TRAFFIC CITATIONS	703	980	287
TRAFFIC WARNINGS	1,220	1,646	778
PARKING CITATIONS & WARNINGS	738	845	532

COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 6.208

NON-EMERGENCY CALLS TAKEN: 14,794

TOTAL INCOMING CALLS: 31.100

TOTAL CALLS FOR SERVICE GENERATED: 10.098

POLICE CALLS FOR SERVICE: 6,532 OFFICER INITIATED: 2.335 CITIZEN INITIATED: 4,197

OTHER CAD ACTIVITY: NORMAN FIRE: 1,545 EMSSTAT: 1,992



2.335

Citizen Initiated Calls for Service 4.197

Item 11.

INVESTIGATIONS ACTIVITY

CASES CURRENTLY OPEN (2020 TO PRESENT): 407

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 166

CASES CLOSED DURING REPORTING PERIOD: 467

CLEARED BY ARREST / WARRANT: 16

CLEARED BY EXCEPTION: 26

COP FOLLOW-UP: 7 DEACTIVATED: 378

REFERRED TO PATROL: 12

DEACTIVATED DUE TO STAFFING: 26

UNFOUNDED: 2

ANIMAL WELFARE

INTAKES: 163

LIVE RELEASES: 174

LIVE OUTCOME RATE: 91% ANIMALS FOSTERED: 20 ANIMALS LICENSED: 50 **VOLUNTEER HOURS: 324**

RECORDS

CUSTOMER SERVICE CONTACTS: 2,019

IN-PERSON CONTACTS: 779 PHONE CONTACTS: 794 EMAIL CONTACTS: 446

DEPARTMENT STAFFING

AUTHORIZED COMMISSIONED OFFICER POSITIONS (INCLUDING THE CHIEF AND DEPUTY CHIEF): 180 CURRENT COMMISSIONED OFFICERS: 160

COMMISSIONED AVAILABLE FOR ASSIGNMENT: 142*

AUTHORIZED NON-COMMISSIONED POSITIONS: 74 (AW, DISPATCH, PARKING, RECORDS, TECHNICIANS)

CURRENT NON-COMMISSIONED: 67*

stCURRENT STRENGTH INCLUDES THOSE IN TRAINING, ON SPECIAL ASSIGNMENTS, AND ON LEAVE

ANIMAL CONTROL 11A

Norman Animal Welfare Monthly Statistical Report February 2023



IN SHELTER ANIMAL COUNTS

		2022			2023		Compa	arisons
and unanities	Canine	Feline	Total	Canine	Feline	Total	Difference	Percen
Beginning	87	18	105	102	28	130	25	24%
Ending	71	22	93	72	27	99	6	6%

ANIMAL INTAKES

		2022			2023		Compa	risons
_	Canine	Feline	Total	Canine	Feline	Total	Difference	Percen
Stray at Large	84	26	110	82	34	116	6	5%
Owner Relinquish	15	28	43	10	19	29	(14)	-33%
Owner Intended Euth	0	0	0	1	0	1	1	#DIY/0
Transfer In	0	0	0	0	0	0	0	#DIVA
Other Intakes*	2	3	5	7	0	7	2	40%
Returned Animal	5	5	10	9	1	10	0	0%
TOTAL LIVE INTAKES	106	62	168	109	54	163	(5)	-3%

OTHER STATISTICS

					Compa	ırisons
	2022	Total	2023	Total	Difference	Percen
Wildlife Collected (DOA)	0	0	0	0	0	#DIV#
Dog Collected (DOA)	2	2	1	1	(1)	-50%
Cat Collected (DOA)	0	0	1	1	1	#DIV/
Wildlife Transferred	0	0	0	0	0	#515//
Intake Horses	0	0	0	0	0	- FDIVA
Intake Cows	0	0	0	0	0	#DIV#
Intake Goats	0	0	3	3	3	#DIV
Intake Sheep	0	0	0	0	0	#DIV/
Intake Rabbits	0	0	2	2	2	#DP\#
Intake Pigs	0	0	0	0	0	#DIV/
Intake Other	0	0	1	1	1	#DIV/
TOTAL OTHER ITEMS	2	2	8	8	6	300%

LENGTH OF STAY (DAYS)

	2022	2023	
Dog	27.6	23.1	
Dog Puppy	15.1	11	7
Cat	7.1	9.1	
Kitten	4.9	4.5	

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	123	0	0	123

Norman Animal Welfare Monthly Statistical Report February 2023



LIVE ANIMAL OUTCOMES

	2022		
	Canine	Feline	Total
Adoption	43	38	81
Return To Owner	43	3	46
Transferred Out	29	11	40
Returned to Field	0	3	3
Other Outcome	0	0	0
TOTAL LIVE OUTCOMES	115	55	170

	2023	
Canine	Feline	Total
60	44	104
32	2	34
28	3	31
0	5	5
0	0	0
120	54	174

Comparisons	
Difference	Percent
23	28%
(12)	-26%
(9)	-23%
2	67%
0	#DIV/0!
4	2%

OTHER ANIMAL OUTCOMES

	2022		
	Canine	Feline	Total
Died in Care	0	0	0
Lost in Care	0	0	0
Shelter Euth	7	2	9
Owner Intended Euth	0	0	0
TOTAL OTHER OUTCOMES	7	2	9

	2023	
Canine	Feline	Total
1	0	1
0	0	0
15	1	16
1	0	1
17	1	18

Compa	risons
Difference	Percent
1	#DI3#0!
0	#DIV/01
7	78%
1	#DTV/0!
9	100%

TOTAL OUTCOMES

		2022	
	Canine	Feline	Total
Total Live Outcomes	115	55	170
Total Other Outcomes	7	2	9
TOTAL OUTCOMES	122	57	179

	2023	
Canine	Feline	Total
120	54	174
17	1	18
137	55	192

Compa	risons
Difference	Percent
4	2%
9	100%
13	7%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other
Medical - Sick	3	1	0
Medical - Injured	1	0	0
Behavior - Aggressive	6	0	0
Behavior - Other	6	0	0
TOTAL EUTHANASIA	16	1	0

Total	Percentage
4	24%
1	6%
6	35%
6	35%
17	

MONTHLY LIVE RELEASE RATE

2022	2023
95.0%	91.1%

PUBLIC WORKS

DEPARTMENT OF PUBLIC WORKS MONTHLY PROGRESS REPORT CITY OF NORMAN, OKLAHOMA February 2023

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed one (1) Final Plat for the Development Committee; and one (2) Final plats, one (1) deferral, and one (1) resolution of exemption of public improvements to City Council. The Development Engineer reviewed 31 sets of construction plans and 6 punch lists. There were 119 permits reviewed and/or issued. Fees were collected in the amount of \$11,369.93.

CAPITAL PROJECTS:

Alameda Street Widening Project:

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

The current project schedule is as follows:

- As of December 16, 2022, Phase 1 from Ridge Lake Boulevard to east of 36th Avenue SE is substantially complete and open to 2-way traffic.
- Now through May 2023-Complete Phase 2 from 36th Avenue SE through the intersection at 48th Avenue SE

As of the last pay application on 12/22/2022, 68% of the total contract amount has been expended and 50% of total contract time has been used. Through December 22, 2022, Phase 1 is at 100% of the contract time used and Phase 2 is at 20% contract time used.

Proposed improvements for the Alameda Street Project include:

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

The contractor's activities this month were as follows:

- Finished sidewalk installation between Ridge Lake Boulevard and 36th Avenue East
- · Started final grading behind the sidewalk in preparation for sod in early March
- Continued grading the proposed subgrade on the western half mile of Alameda Street between 36th and 48th Avenue East which consists of both widening and adjusting the profile of the proposed base

North Base Complex Phase 2 - Vehicle Wash Facility:

The City of Norman conducted a bid opening on October 27, 2022, for the North Base Complex Phase 2 – Vehicle Wash Facility Project. The low bidder for the base bid plus selected alternates was L5 Construction, LLC of Oklahoma City, Oklahoma with a construction cost of \$2,185,500.00. The Norman City Council awarded the project at the November 8, 2022 City Council Meeting. Construction began on January 3, 2022. This project has a 180-calendar day construction schedule. Staff estimates a July 2023 completion.

The project involves the following items:

 Construction of a new drive-through automatic vehicle wash, vacuums, and a paved pre-wash area designed to serve all City Vehicles from police vehicles to Transit Busses and Tractor Trailer trucks.

The contractor's activities this month were as follows:

- Begin site underground utility installation
- Begin foundation installation
- · Grading and compaction of building pad
- Site rough grading

Sidewalk Programs:

FYE 2023 Sidewalk Concrete Projects. This project was awarded to EMC Services LLC and is scheduled under construction. This contract includes Citywide Sidewalk Reconstruction Projects, Sidewalk Accessibility Projects, Sidewalk Program for Schools and Arterials Projects, Downtown Area Sidewalks and Curbs and Sidewalks and Trials. This contract will be on going thru June of 2023.

<u>FYE2023 Sidewalk Horizontal Saw Cutting Project</u>. This project was awarded to ASTI Sawing and is under construction. This contract will be to horizontally saw cut sidewalk tripping hazards in various locations throughout the city. This contract is complete for FYE2023.

Street Maintenance Bond Programs:

FYE 2022 Street Maintenance Bond – Urban Road Reconstruction – McCullough Street & Alley Bids were opened March 24, 2022. Six bids were received and Parathon Construction LLC was the low bidder. The contract was awarded in the amount of \$315,863.50 at the April 26, 2022 Council Meeting. Construction on this project was completed in February. Contract close out is in progress.

FYE 2022 Street Maintenance Bond – Urban Concrete – McGee Drive Concrete Pavement Repair
Bids were opened April 7, 2022. Eight bids were received and on May 24, 2022 the contract was awarded to
Parathon Construction LLC in the amount of \$403,235. Work on the punch list items progressed through
February. Completion of punch list items is anticipated in March.

FYE 2023 Street Maintenance Bond - Urban Concrete 1

Urban Concrete Bid 1 bids were opened on June 9, 2022. Seven bids were received and the contract was awarded on July 12, 2022 to Arroyo's Concrete LLC in the amount of \$1,124,371.50. The project consists of select panel replacement on existing concrete streets. The project should be completed by March 2023.

Work has been completed on Caddell, Brooks, .Avondale, Lindale, and Oakwood, Brookhaven, Guilford, and Canterbury. Construction on the final segment, Brooks, will be complete in March. Then the contractor will work on the median islands at Flood and Robinson, which were added with Change Order No. 1.

FYE 2023 Street Maintenance Bond – Urban Concrete 2

Urban Concrete Bid 2 bids were opened on June 23, 2022. Six bids were received and the contract was awarded on July 26, 2022 to Nash Construction Company in the amount of \$1,203,819.00. The project consists of select panel replacement on existing concrete streets. The project should be completed by March 2023. Change Order No. 1 was processed to add concrete pop up repair at 11 locations.

Work has been completed on College, Brandywine, Louisiana, Mockingbird Lane, Mockingbird Court, Morren, Whispering Pines, Hollywood, Greenbriar, Cypress, Magnolia. Popups at Alameda and 12th Avenue NE, Lindsey east of Classen, and Lindsey, and Main Street are complete. The final street, Dorchester, will be competed in March.

TRANSIT AND PARKING DIVISION

Public Transit

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

The Go Norman Transit Plan was approved by resolution by Council on June 22nd, 2021. On December 13, 2022 Council approved a resolution to alter transit bus service as recommended in the Plan. Staff are continuing to move forward on the next steps as recommended in the plan. Recent work includes:

On February 14, 2023 Council approved contract K-2223-72 with Stronghold Construction to complete the renovation of the 320 E. Comanche St. property into a City Transit Center. A preconstruction meeting was conducted on February 21, 2023 to organize the start of the project, and a Notice to Proceed was issued on February 28, 2023. Construction is expected to commence on March 1, 2023.

0

Vehicle Procurement



The City is currently in the process of purchasing 2 battery electric buses, the first of which, unit 5-2219, went into service on February 15, 2023. Public Works staff is working with the manufacturer, Gillig, to complete punch list items and programming issues before officially accepting the second bus, unit 5-2214, and putting it into service. These are the first new fixed-route buses purchased for the Transit Fleet since taking operation of this service over from the University of Oklahoma in 2019. On Tuesday, January 31, 2023, one of the electric buses was available for public viewing from 4-5:30pm at the Municipal Complex. Below is background information on both battery electric bus projects:

- O An authorization to purchase the City's first battery electric vehicle, a transit bus, was approved at Council's May 25, 2021 meeting. A purchase order was issued on May 27, 2021 to the manufacturer. Approximately 50% of the vehicle purchase price will be reimbursed through a grant received from Oklahoma Department of Environmental Quality through the Volkswagen Settlement Fund.
- O An authorization to purchase the City's second battery electric transit bus was approved at Council's August 10, 2021 meeting. A purchase order was issued on August 13, 2021 to the manufacturer. Approximately 70% of the vehicle purchase price will be reimbursed through a grant received from the FTA's FY21 Low- or No-Emission Vehicle Program. The City's project was 1 of 49 projects selected in the nation.
- Council granted approval for additional funds to be allocated to both bus builds on December 14, 2021. These additional funds were used to add charge rails to the top of the busses so that in the future an overhead pantograph charging system could be utilized.

These units are replacing two 2003 conventional diesel buses that were taken out of service in recent months due to ongoing maintenance and reliability issues. A stipulation of the grant received from Oklahoma Department of Environmental Quality through the Volkswagen Settlement Fund requires that the vehicle being replaced is decommissioned in such a way that it cannot be returned to service in any way, including a hole bored through the engine block and the chassis being cut though in half. Through a collaborative effort with the Norman Fire Department, this decommissioning process also provided a unique training experience for fire and rescue scenarios. Pictures of this decommissioning and training are below.



1: Fire & Rescue Training- cutting decommissioned bus unit 5-0319

2: Completed cut through decommissioned bus chassis on unit 5-0319



3: Completed square hole bored through engine block on decommissioned bus unit 5-0319

The City is currently in the process of purchasing 5 paratransit vans and staff anticipates receiving these vehicles in March-April 2023. Below is background on this purchase:

• On December 14, 2021 the City Council passed and adopted resolution R-2122-72 transferring \$346,703 from the Capital Fund Balance to be matched with \$122,812 available in the Public Transit and Parking Fund to be used to replace 5 paratransit vehicles in the Transit Fleet for a total of \$469,515. Due to ongoing supply chain issues the price of the vehicles had increased, however staff were able to identify additional FTA grant funding allocated to Norman to supplement the cost increase and decrease the amount of local match that was provided from the Public Transit and Parking Fund. Resolution R-2122-98 was approved by Council on March 8 transferring an additional \$149,454 (for a total cost of \$584,655) to cover the cost increase. FTA grant OK-2020-026 will be amended to \$496,157 leaving a local match of \$88,508 (a reduction in the local matching funds of \$34,304.)

The City is currently in the process of purchasing 5 CNG 35' fixed route buses and staff anticipates receiving these vehicles in summer 2023. Staff visited the factory December 5-9, 2022, to perform the pre-production meeting. Below is background information on this purchase:

- Utilizing transit 5339 funds allocated from FY21 (grant number OK-2020-026), 1 35' CNG bus will
 be purchased. These were funds allocated to the Norman urbanized area by formula. In addition,
 on June 14, 2022 the City Council approved a contract with the Oklahoma Department of
 Transportation (ODOT) accept Surface Transportation Block Grant Urbanized Area (STBGUZA) funding for the purchase of 2 35' low-floor CNG transit buses. An Authorization to Purchase
 for these 3 buses was approved by Council on August 23, 2022. A purchase order was issued on
 September 14, 2022 to the manufacturer.
- Utilizing funds received from the FY22 FTA Low- or No-Emissions Vehicle Program, staff
 proposed to purchase 2 additional CNG 35' fixed route buses. Council approved a resolution
 accepting the grant and an authorization to purchase the buses on September 27, 2022. The
 purchase order for 2 buses was issued September 29, 2022.

Microtransit Study with HNTB

- Following prior feedback from Councilmembers, a second workshop was conducted on January 3, 2023, regarding possible alternatives for a microtransit pilot program. After reviewing multiple pilot program alternatives and comparing outcomes against the previously expressed concerns of Council, a recommendation was made for a pilot program consisting of:
 - Turnkey microtransit service which would be offered Monday-Saturday 6pm-12am (or 7pm-1am) as well as on Sunday from 10am-6pm. The recommendation suggests this service be offered in a defined zone, limited in size, which could be proposed by vendors responding to a Reguest for Proposals (RFP).
 - Invest in more robust software in partnership with EMBARK to improve existing paratransit service.
- HNTB will continue to work with City staff to develop an implementation plan for the recommended pilot program alternative, as well as possibly assisting with developing RFP language.

Grants

- The Association of Central Oklahoma Governments (ACOG) held their MPO Policy Committee
 meeting on February 23, 2023. The ACOG MPO Policy Committee reviewed and approved
 approximately \$43 million in grant funds through the Coronavirus Response and Relief
 Supplemental Appropriations Act (CRRSAA), Transportation Alternatives Program (TAP) and
 Surface Transportation Block Grant Urbanized Areas (STBG-UZA) grant programs. City of
 Norman Transit was awarded the following:
 - Surface Transportation Block Grant Urbanized Areas (STBG-UZA) for FFY2025 provides \$27,332,776 in funds to the ACOG MPO area. ACOG received 42 applications requesting approximately \$102 million in funding. The City of Norman had two projects selected for funding through this competitive grant program. The City of Norman will receive \$1.016.875 for transit bus replacements. This first project is being overmatched, in the amount of \$147,480 by the City of Norman. The City of Norman was also awarded \$431,062 for Video Detection Upgrades (Phase 4). This second project is an STBG-UZA safety project and is being awarded at 100% federal match.

Transit Monthly Performance Report

Attached is the transit performance report for January 2022.

Parking

As part of ongoing efforts to transition the City's parking infrastructure to a more modern system, four new Flowbird parking pay stations have been installed around the County Courthouse. Working with the County, 49 coin only single space meters have been replaced by the pay stations, which match existing paid parking equipment used by the City and the University. The individual meters have been removed and signage to direct payment to the pay stations has been installed finishing this project.

STREETS DIVISION

CAPITAL PROJECTS:

DAKOTA STREET 1700 BLOCK: DAKOTA STREET TO SHERRY AVENUE

Streets crews replaced damaged concrete panels on Dakota Street 1700 Block: Dakota Street to Sherry Avenue. This repair required 40 cubic yards of concrete and resulted in over 143 square yards repaired.

60TH AVENUE SE: LINDSEY STREET TO HIGHWAY 9

Streets crews worked am overlay at 60th Avenue SE: Lindsey Street to Highway 9 and required 1276.74 tons of asphalt for the repair.

FYE 2023 BRIDGE MAINTENANCE PROGRAM

Bridge maintenance bids were opened on July 21, 2022. One bid was received and the contract was awarded on August 23, 2022 to Cimarron Construction Company in the amount of \$424,424.00. The project consists of routine bridge maintenance activities including, but not limited to, removing sedimentation, removing debris, repairing guardrails, and stabilizing channel banks with riprap. The project should be completed by February 28, 2023. Work has been completed on all bridge locations.

ASPHALT OPERATIONS:

TECUMSEH ROAD: 96TH AVENUE NE TO 108TH AVENUE NE

Streets crews worked am overlay at Tecumseh Road: 96th Avenue NE to 108th Avenue NE and required 30.12 tons of asphalt for the repair.

CONCRETE OPERATIONS:

2012 WOOD VALLEY ROAD

Streets crews replaced damaged concrete panels on 2012 Wood Valley Road. This repair required 4.50 cubic yards of concrete and resulted in over 11 square yards repaired.

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 5.53 tons of asphalt was utilized in routine pothole patching operations.

SNOW AND ICE OPERATIONS

Spread 112 tons of sand and salt mix and 15,500 gallons of brine mixture during snow and ice operations. 308 lane miles of salt, sand and brine.

STORMWATER DIVISION

CAPITAL PROJECTS:

STOMRWATER INLET REHABILITATION

Inlet Rehabilitation bids were opened on July 7, 2022. Two bids were received and the contract was awarded on August 9, 2022 to SAC Services Inc., in the amount of \$207,936.25. The project consists of removing brick and mortar inlets and replacing them with concrete inlets as well as replacing a 24" reinforced concrete line. The project should be completed by January 31, 2023.

Work has been completed on Hawk's Nest Drive, Oakhurst Avenue, Tarman Circle, and East Gray Street, Sundown Drive, and 48th Avenue Northwest. The remaining location is a line replacement on Foxborough Court.

WORK ORDER RESPONSE

Stormwater Division received 13 work order requests and closed 14 work orders.

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew patched a stormwater manhole at Boyd and Jenkins Street. The Maintenance crew also started an inlet box replacement project at the northeast corner and southwest corner of Stewart and Gray Street. The Infrastructure Maintenance was on standby by for winter weather. The Infrastructure Maintenance crew checked 916 inlets and cleaned 257 inlets totaling 1.75 tons of debris removed in Ward 3.

CHANNEL MAINTENANCE

The Channel Maintenance dugout a ditch to help with drainage in Creekside Bike Park for Parks Department. The crew finished reshaping the channel at Meadow Ave. They were able to remove .5 tons of debris from Imhoff Channel. The Channel Maintenance Crew assisted Stormwater Quality with installation of their floating wet lands at Griffin Park. The Channel Maintenance was on standby by for winter weather. The crew checked 245 inlets and cleaned 27 inlets totaling .5 tons of debris removed in Ward 3.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 179 lane miles were swept in February resulting in the removal of approximately 62.57 tons of debris from various curb-lined streets throughout the city. They were down two sweepers for the month for repairs. The camera crew was able to video 500 linear feet of stormwater pipe at Elm Avenue. The crew checked 898 inlets and cleaned 332 inlets totaling 2.25 tons of debris removed in Ward 7.

STORMWATER OKIE LOCATES

During the month of February, 2415 Call 811 Okie Spots were received. Of those requests, 106 were stormwater pipe locates, 86 were marked, and 415 were referred to other departments.

CONSTRUCTION SITE STORMWATER MANAGEMENT

Performed 153 inspections of 100 active sites.

Issued 0 Notices of Violation to permitted cites, and 4 Stop Work Orders

Issued 4 Earth Change Permits to new projects

Inspected 9 detention/retention ponds.

MS4 OPERATIONS

Received and responded to 26 citizen calls

On February 2, Mr. Murphy presented an update on Norman's TMDL compliance and monitoring plan to the COMCD Board.

On February 6, Ms. Chao and Mr. Murphy presented at a stormwater training session for Ideal Homes' employees.

On February 6, Ms. Chao presented at the spring Builder's Workshop.

FLEET DIVISION

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

FUEL REPORT

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

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

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

MAINTENANCE REPORT

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

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

<u>Total Parts Sold:</u> This is the sum of Repair Parts and Tires Sold added together.

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

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

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

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

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

PRODUCTIVITY REPORT

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

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

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

February 2023 DEVELOPMENT COORDINATION, ENGINEERING AND PERMIT REVIEW

Subdivision Development: FYE 2023 Associated Fees Planning Commission/Dev Comm Review: This Month FY Total Last Month *Norman Rural Cert of Survey... *Final Plats..... 1 *Preliminary Plats..... 0 *Short Form Plat.... 0 *Center City Form Based Code.. 0 *Concurrent Constr. Request... City Council Review: 0 Certificate of Survey..... Preliminary Plat..... Final Plats 2 Certificate of Plat Correction..... Encroachment.... Easements..... 0 Closure..... 0 Release of Deferral.... 2,600.00 **Development Committee:** Final Plats.... Fee-In-Lieu of Detention..... \$0.00 \$2,600.00 Subtotal: \$0.00 \$34,339.50 Permits Reviewed/Issued: (includes Offsite Construction fees) **Single Family...... 41 ***Commercial...... 5 Multi-Family...... 1 Addition/Alteration...... 14 Paving Only...... 3 Storage Building..... Swimming Pool...... 9 Storm Shelters...... 15 Public Improvements...... 5 Temporary Encroachments...... 1 \$0.00 \$0.00 Other revenue Flood Plain (@\$100.00 each)...... 1 \$100.00 \$0.00 \$600.00 \$8,669.93 \$69,324.41 Total Permits..... \$16,020.86 Grand Total..... \$11,369.93 \$16,020.86 \$104,263.91 ****Construction Plan Review Occurrences 31 13 220 *****Punch Lists Prepared..... 6 4 41

* All Final Plat review completed within ten days	PI# 13
** All Single Family Permits were reviewed and completed within three days	PI # 10

^{***} All Commercial Permits were reviewed and completed within seven days PI # 11

^{*****}All Punch Lists prepared within one day of Final Inspection...............PI # 8

February 2023

DEVELOPMENT COORDINATION, ENGINEERING, AND PERMIT REVIEW

KEN DANNER/TODD McLELLAN/JACK BURDETT

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
PI #8 PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	6	100%
PI #10 SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	41	100%
PI #11 COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	5	100%
<i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS	31	100%
PI #13 FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	3	100%



PERFORMANCE REPORT





Summary of Services Table: January 2023

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

EMBARK Norman Service Summary	ADP Jan FY23	FY23 YTD	FY22 YTD	Service Profile	Jan FY23	Jan FY22
Fixed Routes (M-F)	1,104	150,478	131,707	Weekdays	21	21
Fixed Routes (Sat)	583	13,850	10,540	Saturdays	4	4
PLUS (M-F)	80	12,779	11,536	Gamedays	0	0
-Zone 1*	68	10,744	9,122	Holidays	0****	1
-Zone 2**	12	2,033	2,414	Weather	2	0
PLUS (Sat)***	24	693	418	Fiscal YTD Days	179	179
				Cal. YTD Days	25	25

^{*}Requires ¾ mile

Strategic Performance Measures

MEACURE	FY 23	FY 23	
MEASURE	YTD	Targets	11.774
# of Norman fixed-route passenger trips provided	164,328	251,881	
# of Norman paratransit trips provided	13,472	21,000	
% of on-time Norman paratransit pick-ups	97.52%	98.58%	•
# of Norman bus passengers per service hour, cumulative	14.52	13.04	
# of Norman bus passengers per day, average	921	800*	•
% of Norman required paratransit pick-ups denied due to capacity	0.01%	0.00%*	
% of on-time fixed-route arrivals	74.93%	80.94%	

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

^{**}Operates only on Weekdays until 7:00 pm

^{***}Operates only in Zone 1

^{****} New Year's Day was on a Sunday for 2023 and weekday service was provided on 1/2.

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2023

	STI	REET DIVISI	ON		
	FYE 2023 February 2023	FYE 2023 February 2023	Year to Date	Year to Date	FYE 2023
PERFORMANCE INDICATORS	ACTUAL	PERCENT	ACTUAL	PERCENT	PROJECTED
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%
Patch potholes smaller than one cubic foot within 24 hours	100%	100%	100%	100%	95%
(tons of material used)	5.53		49.87		
Overlay/pave 10 miles per year.	-	0%	6.80	68%	100%
Replace 2,000 square yards of concrete pavement panels	11.00	1%	2,613.34	131%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	13.00	3%	166.25	40%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	-	0%	15,289,714.00	121%	100%
Mow 148 miles of Rural Right-of- way three times per year	-	0%	963.00	217%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	0%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	ı	0%	0%
Bridge - Maintain 5 non-deficient bridges in a year	-	0%	.	0%	0%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%	-	0%	0%
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%
Bond Program - Contract all selected projects for the bond year within the same fiscal year		0%	-	0%	0%
Capital Program – Complete all selected projects within the same fiscal year		0%	_	0%	0%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2023

	STORMWA	TER DIVISION			
	FYE 2023 FEBRUARY, 2023	FYE 2023 FEBRUARY, 2023	Year to Date	Year to Date	FYE 2023
PERFORMANCE INDICATORS	ACTUAL	PER CENT	ACTUAL	PER CENT	PROJECTED
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	179.00	36%	2,880.00	48%	50%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	2,572.00	26%	8,853.00	89%	70%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	-	0%	2,726,759.00	20%	90%
Apply chemical vegetative control to open drainage channels, one time per year.	-	0%	-	0%	90%
Collect 60 tons annually of litter from rights of way in the urban & rural areas.	-	95%	•		95%
Permit all earth disturbing operations over 1 acre in size.	4.00	100%	21.00		95%
Permit all floodplain activities as appropriate.	1.00	1%	11.00		100%
Submit all necessary reports and documentation as required to comply with state stormwater regulations within 15 days of deadlines.	-	0%	1.00		100%
Perform erosion control inspections of permitted sites within 30 days.	153.00	143%	1,128.00		100%
Inspect City facilities identified as potential stormwater pollution sources.	-	0%	1.00		50%
Inspect stormwater outfalls.	9.00	0%	47.00		20%

PUBLIC WORKS FLEET DIVISION ACTIVITY REPORT

February 2023

IN GALLO	NS FYE 2023	FUEL REPORT		
T	UNLEADED PURCHASED	DIESEL PURCHASED	CNG	PURCHASED
Internal pumps	15,395.00	19,257.00	1	7,360.16
Outside - sublet	1,066.00	565.00		3,779.24
TOTAL	16,461.00	19,822.00	2	1,139.40
TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMEI	PUBLIC CNG CONSUMED
Consumption	19,350.31	18,401.70	24,706.48	3,779.24

FYE 2023 TO DATE CONSUMPTION						
TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMEI	PUBLIC CNG CONSUMED		
Consumption	162,490.87	168,201.08	245,120.23	44,218.24		

INTERNAL PRIC	E PER GALLON	V:		EXTERNAL P	RICE PER	GALLON		
UNLEADED	High	\$2.70	Low	\$2.55 UNLEADED	High	\$2.69	Low	\$2.63
DIESEL	High	\$2.96	Low	\$2.77 DIESEL	High	\$2.97	Low	\$2.79
CNG	High	\$1.28	Low	\$1.28 CNG	High	\$2.10	Low	\$2.10

FASTER CONSUMABLE PARTS	PURCHASED	PUBLIC CNG SALES	
REPAIR PARTS	\$54,857.48	Month Total Public CNG Sales	\$7,956
BATTERIES	\$3,414.07	FYE 2023 To Date Public Sales	\$88,930
OILS/FLUIDS	\$10,358.26	LIFE TO DATE CNG GAS GALLO	ON EQUIVALENT
TIRES	\$22,869.88	Total Sold Gallons Life To Date	1,065,788
SUBLET REPAIRS	\$53,946.26	Total Gross Sales Life To Date	\$1,561,522
		Life To Date CNG Gas Gallon Equiva	
TOTAL SPENT ALL parts/sublet	\$145,445.95	Total Public/City Through-Put CNG Galle	ons @ Statior 3,123,33

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	3	31
EMERGENCY ROAD CALLS	5	5	4	61
PM SERVICES	105	93	101	947
INCLEMENT WEATHER	0	0	0	2
WORK ORDERS	265	261	219	2,431
SCHEDULED REPAIRS	151	137	153	1,035
NON SCHEDULED REPAIRS	61	91	67	908

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	4	4	4	19
EMERGENCY ROAD CALLS	18	20	21	151
PM SERVICES	57	49	53	318
INCLEMENT WEATHER	2	2	0	2
WORK ORDERS	195	202	179	1,280
SCHEDULED REPAIRS	.74	58	55	344
NON SCHEDULED REPAIRS	96	112	101	779

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	0	0	6
EMERGENCY ROAD CALLS	1	1	0	4
PM SERVICES	14	5	11	92
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	66	85	67	572
SCHEDULED REPAIRS	17	11	12	95
NON SCHEDULED REPAIRS	47	70	53	440

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	20	16	6	81
EMERGENCY ROAD CALLS	4	0	0	8
PM SERVICES	7	1	4	55
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	47	32	19	245
SCHEDULED REPAIRS	17	8	11	113
NON SCHEDULED REPAIRS	8	7	8	66

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	24	20	13	121
EMERGENCY ROAD CALLS	28	27	25	218
PM SERVICES	187	148	171	1307
INCLEMENT WEATHER	2	2	0	4
WORK ORDERS	586	589	496	4228
SCHEDULED REPAIRS	263	214	233	1524
NON SCHEDULED REPAIRS	217	284	234	2061

FLEET DIVISION INVENTORY February 2023

FUEL

WESTWOOD GOLF	856.2	gallons	DIESEL	<u>a</u>	3.400	\$	2,911.08
WESTWOOD GOLF	850.6	gallons	UNLEADED	<u>@</u>	2.570	\$	2,186.04
NORTH BASE	4,695.4	gallons	UNLEADED	@	2.590	\$	12,161.14
NORTH BASE	2,738.7	gallons	DIESEL	@	2.840	\$	7,777.93
FIRE STATION #5	376.0	gallons	UNLEADED	@	2.660	\$	1,000.24
FIRE STATION #5	19.9	gallons	DIESEL	@	2.880	\$	57.31
FIRE STATION #6	316.4	gallons	UNLEADED	<u>@</u>	2.660	\$	841.62
FIRE STATION #6	279.7	gallons	DIESEL	@	2.880	\$	805.54
BULK TANKS	1,200.0	gallong	DIESEL	<i>(</i> 2)	2.840	\$	3,408.00
DULK TAINES	1,200.0	ganons	DIESEL	(a)	2.840	Ф	3,408.00

TOTAL	GALLONS:	DO	LLAR:
UNLEADED	6,238.4	\$	16,189.04
DIESEL	5,094.5	\$	14,959.86

Industry Standard Compliance: Not To Exceed 5%

PUBLIC WORKS FLEET DIVISION PM COMPLIANCE REPORT

February FYE 2023

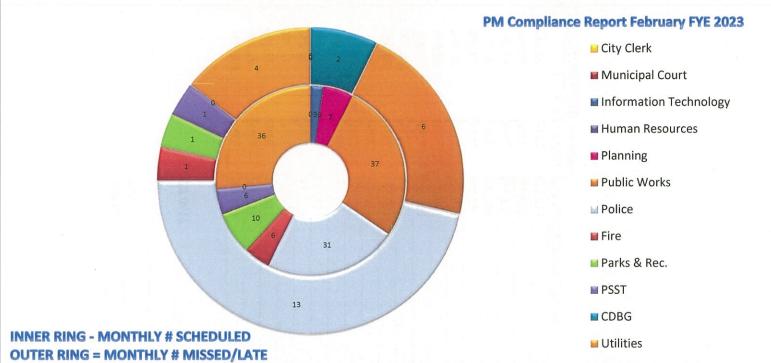
Number of PMs Number of PMs Scheduled Number of PMs Completed LATE Still Past Due YearToDate Non-Current % Completed Department/Division PENDING **Compliance Trend** CITY CLERK CITY COUNCIL 0% BUILDING ADMINISTRATION 0% 0% MUNICIPAL COURT MUNICIPAL COURT 0% 0% INFORMATION TECHNOLOGY INFORMATION TECHNOLOGY 0% 0% 0% HUMAN RESOURCES 0% HUMAN RESOURCES 0% PLANNING PLANNING 0% 0% 0% BUILDING INSPECTIONS 0% 33% 67% CODE COMPLIANCE PUBLIC WORKS ENGINEERING 0% 100% STREETS 0% 9% 24% STORMWATER 9 6 11% 18% TRAFFIC 0% STORMWATER QUALITY 0% 0% FLEET 11% 6% TRANSIT 0% POLICE ANIMAL CONTROL 20% 44% 20% POLICE ADMINISTRATION 0% POLICE STAFF SERVICES POLICE CRIMINAL INVESTIGATIONS 0% 36% POLICE PATROL 29% 36% POLICE SPECIAL INVESTIGATIONS 33% 67% POLICE EMERGENCY COMMUNICATIONS 0% 0% FIRE FIRE ADMINISTRATION 100% FIRE TRAINING 0% 0% FIRE PREVENTION 0% 0% 4 FIRE SUPPRESSION 0% 18% FIRE DISASTER PREPAREDNESS 0% 0% PARKS & RECREATION 26% PARK MAINTENANCE 0% PARKS & RECREATION 0% 0% CUSTODIAL 0% 0% FACILITY MAINTENANCE 2 2 0% 0% 0% PARKS FORESTRY PUBLIC SAFETY SALES TAX (PSST) PSST POLICE PATROL 0% 31% PSST POLICE CRIMINAL INVESTIGATIONS 100% 100% PSST FIRE SUPPRESION 0% 0% CDBG PLANNING CDBG 0% 0% UTILITIES WATER 0% UTILITIES ADMINISTRATION 0% WATER TREATMENT PLANT 0% 75% WATER PLANT 0% WATER PLANT WELLS 0% 0% WATER PLANT LAB 0% 0% LINE MAINTENANCE ADMIN. 0% 0% 12 0% WATER LINE MAINTENANCE 0% 0% UTILITIES INSPECTOR 0% 0% 0% METER SERVICES UTILITIES WRF 100% WRF ADMIN 0% WRF INDUSTRIAL 0% 0% 0% 0% WRF BIOSOLIDS WRF OPERATIONS 0% 0% SEWER LINE MAINTENANCE UTILITIES SANITATION 0% SANITATION ADMINISTRATION 0% 0% SANITATION RESIDENTIAL 0 65% 59% SANITATION COMMERCIAL 0% SANITATION TRANSFER 9 11% 33% SANITATION COMPOST 0% SANITATION RECYCLE 0% 60% SANITATION YARD WASTE 0% 0% CITYWIDE TOTAL 136 128 15 13 10% 26%

PUBLIC WORKS FLEET DIVISION PM COMPLIANCE REPORT

February FYE 2023

Currently Past Due:

Unit #	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past		ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
POLICE										
1136	2010 Ford Crown Vic	Patrol	138566	137988	-578	miles	1/17/2023	Light Repair	PM-C	8/17/2022
1119	2019 Chevy Tahoe	Patrol	23651	23027	-624	miles	1/23/2023	Light Repair	PM-C	7/11/2022
1011	2011 Chevy Impala	Staff Services	75697	74679	-1018	miles	1/27/2023	Light Repair	PM-C	5/17/2022
1168	2008 Ford Crown Vic	Patrol	126321	126355	34	miles	2/27/2023	Light Repair	PM-C	10/13/2022
988T	2001 W&W 5 X 12	PD Animal Control	3/1/2023	2/11/2023	-18	days	2/28/2023	Light Repair	PM-C	2/11/2022
1108	2013 Ford Taurus Interceptor	Patrol	120441	119573	-868	miles	2/6/2023	Light Repair	PM-C	10/11/2022
PSST										
1060	2011 Ford Expedition	Criminal Investigations	117422	117815	393	miles	2/20/2023	Light Repair	PM-C	6/16/2022



Department	Scheduled	Missed/Late	% Late	
City Clerk	0	0	0.0%	
Municipal Court	0	0	0.0%	
Information Technology	3	0	0.0%	
Human Resources	0	0	0.0%	
Planning	7	2	28.6%	
Public Works	37	6	16.2%	
Police	31	13	41.9%	
Fire	6	1	16.7%	
Parks & Rec.	10	1	10.0%	
PSST	6	1	16.7%	
CDBG	0	0	0.0%	
Utilities	36	4	11.1%	
Citywide Total	133	28	21.1%	STATE OF THE PARTY

PUBLIC WORKS FLEET DIVISION

Technician Productivity Report

FYE 2023

February 2023

	,	PRODUCTIVITY	INDIVIDUAL P	RODUCTIVITY
MECHANIC	DIRECT LABOR HOURS	GOAL	ACTUAL	DIFFERENCE
# 001	118.37 1	72%	91.1%	19.1%
# 002	129.90	72%	99.9%	27.9%
# 003	108.44	72%	83.4%	11.4%
# 004	106.27	72%	81.7%	9.7%
# 006	96.56	72%	74.3%	2.3%
# 007	116.92	72%	89.9%	17.9%
# 008	106.45	72%	81.9%	9.9%
# 009	100.68	72%	77.4%	5.4%
# 010	137.97	72%	106.1%	34.1%
# 011	107.59	72%	82.8%	10.8%
# 012	122.43	72%	94.2%	22.2%
# 013	122.72	72%	94.4%	22.4%
# 018	98.74	72%	76.0%	4.0%
# 021	123.93	72%	95.3%	23.3%
# 031	102.69	72%	79.0%	7.0%
# 037	119.23	72%	91,7%	19.7%
# 038	114.69	72%	88.2%	16.2%
# 040	118.56	72%	91.2%	19.2%
# 042	138.68	72%	106.7%	34.7%
DIRECT LABOR HOURS	2190.82			
TOTAL AVAILABLE HOURS	2340.00			
PRODUCTIVITY GOAL	72.0%			
ACTUAL PRODUCTIVITY	93.6%			

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

FEBRUARY 2023	GOAL		THIS MONTH		Y	EAR TO DATI	E
	Percentage	Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met	Percentage Met
Provide initial response to citizen inquiries within 2 days	100%	72	72	100%	861	861	100%
Provide information requested by citizens within 7 days	95%	65	65	100%	841	841	100%
Complete traffic engineering studies within 45 days.	99%	2	2	100%	18	15	100%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%	7	7	0%	186	186	100%
Worker Hours Per Gallon of Paint Installed.	0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
		0	0	1.80	1268	400	0.32
Thermoplastic legend, arrows, stop bars & crosswalks installed.	4-6 Installations per day per 2 person crew. 100%	Crew Work Days	Total Installations	Average	Crew Work Days	Total Installations	Average
	10070	2.94	36	12.26	19.44	149	7.66
Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month.	100%	Number Performed	Goal Met	Percentage Met	Number Performed	Goal Met	Percentage Met
		15	15	100%	119	119	100%
Response to reports on traffic signal malfunctions within one hour.	99%	Number of Reports	Goal Met	Percentage Met	Number of Reports	Goal Met	Percentage Met
		20	20	100%	180	180	100%
Response to reports of sign damage:	Percentage		dal esta				
High Priority Stop or Yield Signs within one hour	99%	8	8	100%	52	52	100%
Lower Priority all other signs within one day	90%	12	12	100%	273	273	100%
Street Name Signs within two weeks	90%	46	46	100%	251	251	100%
Percent of work hours lost due to on the job injuries.	<.01%	Total Work Hours	Work Hours Lost	Percentage Met	Total Work Hours	Work Hours Lost	Percentage Met
		3016	160	0.05	24288	1081.5	0.04

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UTILITIES

Monthly Report February 2023

LINE MAINTENANCE:

Waterline Capital Projects

- Beaumont Drive 45%
- 1357 12th NE Avenue 100%
- Crest Court 100%
- Barb Court 100%

Staff has completed the Crest Court project. Staff has completed the 12th AVE NE project. Beaumont is underway and is anticipated to be complete in 60 days.

Water Line Breaks Total – 15 in February
Water Lines Hit by Contractors – (2) 3/4-inch, (5) 1-inch

Sewer Line Data

- Total obstruction service requests 25
- Private Plumbing: 24
- City Infrastructure: 1
- Sanitary Sewer Overflows: 2 on private side, 1 on city side

Lift Station D Flows:

- Days 28
- Average daily flow: 0.889 MGDTotal Monthly flow: 24.892 MG

UTILITIES ENGINEERING:

Line Maintenance Building: Project will construct new building for Line Maintenance Division consisting of 49 staff; the existing 11.000 SF building is currently located on North Base property adjacent to the Fleet offices and vehicle servicing areas. This project assumes construction of a new 20,000 SF facility NW of the water treatment plant to house administrative offices, the employee breakroom, fire hydrant/meter repair area as well as areas for numerous water and sewer line repair parts, pump repair parts and a work area for pump repairs and testing. A preliminary meeting was held with City staff to discuss the project and what variances may be required. Additional funding will also be necessary due to the increased cost for the project to meet actual division needs now and into the future. Due to other department priorities, funding for the project was pushed back to FYE 23 so the project has essentially been pushed back one year. Contract K-2122-115 was approved by Council and the Architect and Contractor are working through the process with GMP expected in September 2022. Bid Opening was held on September 7, 2022. 61 bidders submitted bids across the 30 categories of construction work. The total of the Base Bid was approximately \$7.7 Million, including contingencies, insurance, allowances, and other project requirements. Special-use permits were approved by Council on September 27. 2022. Approval of the GMP was held on the October 11, 2022 Council docket. Contractors are working on getting the sanitary sewer tied into the appropriate manholes and tying in the 6-inch drain line to the 12-inch behind the tower fence. Submittals are being reviewed for the added backwater valves and transition coupler needed for the 12-inch drain line. Other work has been slightly delayed this month due to weather, but the project is still on track to be completed in November 2023.

As-Built Linking Project: Project is an engineering effort to develop a system for linking as-built records to a GIS interface to allow for staff to more efficiently find as-built records. Contract K-2021-72 was awarded to Meshek & Associates on December 1, 2020. The project will allow users to click on a water or sanitary sewer asset in a GIS viewer

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which will then provide the as-built record document in a new window for viewing or downloading. Additional interstaff discussion was required to determine naming conventions for the consultant to use that would create a standardized system that could be used for this project and any future projects. As such, the project deadlines were set back a couple of months. All existing as-built information was provided to the consultant for their use. Pilot area information has been received and reviewed by staff. The effort required to complete the remainder of the project is more than the current contract amount. Staff will bring Council a proposed amendment for approval to complete the entire City.

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

The WTP array was energized on August 2, 2022, and all work is complete except for punchlist items. For the WRF, all arrays are energized. Systems are operating and being monitored. Only minor site restoration and testing are required to complete the project but are being impacted by weather conditions.

WASTEWATER PROJECTS:

Sanitary Sewer Stream Crossing Replacement (WW0178) During January 2023, Utilities Department discovered that a 24" sanitary sewer aerial stream crossing in "Oliver's Woods" on the south side of Highway 9 was damaged and in danger of imminent collapse. NUA prepared Bidding Documents to replace the aerial crossing and project was Advertised on February 9, 2023. Bid Opening is scheduled for March 9, 2023. Contract should then be awarded on March 28, 2023. Notice to Proceed would be issued as soon as practical after award and work should be completed by the end of June 2023.

1. Discovery of Damaged Aerial Stream Crossing: December 2022 2. Bidding Documents Prepared by NUA: January 2023 3. Project Advertised: February 9, 2023 4. Bid Opening: March 9, 2023 5. Contract Award: March 28, 2023 6. Construction Complete: June 30, 2023

WRF Reuse Pilot Study (WW0317) – Project is a pilot study designed to consider treatment alternatives to produce highly treated effluent at the WRF suitable for Indirect Potable Reuse (IPR) by discharging it into Lake Thunderbird to supplement Norman's available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, to recommend the best and most economic treatment technologies for the implementation of a reuse program. In July 2020, NUA approved Amendment No. 1 to Garver's contract which fully consolidated all pilot study tasks including procurement/rental of treatment equipment for alternative treatment trains, temporary installation and eventual removal of all pilot study equipment into Garver's contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains, which consisted of one train using an Agua Nereda patented process and one train using a modified University of Cape Town (mUCT) process was completed. During June 2021, WRF staff was able to commence Phase I of the study with both trains operating as intended and a full sampling and testing regimen ongoing. In November 2021 and February 2022, skids and trailers containing advanced tertiary processes that were to be pilot tested as part of Phase II and Phase III, respectively, were delivered; temporary construction needed to place them into service was completed; and Phase II and Phase III testing and sampling regimens commenced. Phases I, II, and III and all associated testing and sampling were completed as of June 1, 2022, and Garver's construction subcontractor completed removal of all temporary process equipment by late

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summer 2022. Garver is currently compiling data and writing report. A draft copy of the engineering report was submitted for review in December 2022. NUA is currently reviewing. The draft report is lengthy and it is expected to require several months and multiple iterations of draft reports before the report is considered final and ready for formal submission to ODEQ. This will likely occur in late Spring 2023.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to \$700,000 that would pay up to 25% of all costs incurred on this project. Grant contract was approved by NUA and BOR and fully executed in September 2021, and remains active.

In early October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of the future reuse program that is the subject of the pilot study. This grant includes \$209,824 worth of in-kind funds from various federal agency resources to be expended in (Federal) Fiscal Years 2022 and 2023 for research and investigations and can be extended with additional funds added in future years as conclusions are reached and recommendations made based on the work done during the initial years' funding. A kick-off meeting for the Green Infrastructure grant convened in early November 2021 and work (research and data gathering) is ongoing. Initial conclusions and recommendations are expected to be reached in early 2023.

In April 2022, NUA learned that a third grant associated with possible IPR from BOR had been authorized. The third grant was an applied science grant for \$148,339 to create a Predictive Lake Optimization Tool (PLOT) for Lake Thunderbird. The PLOT will use weather and climatological data, weather and seasonal weather forecasts, and data specific to Lake Thunderbird and its watershed to create a preliminary model that will furnish predictions on the theoretical best times, quantities, and manner for adding supplemental IPR flows to the lake. This would allow both for the best possible economic evaluation of infrastructure alternatives for a future IPR program but also for the efficient management of such a future IPR program if/when one is implemented. A resolution authorizing acceptance of the grant was approved by City Council in September 2022, and a Contract was recently negotiated with Garver to complete the project. Contract will be submitted for Norman Utilities Authority approval on March 14, 2023. Work will commence immediately upon approval.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) — Project will replace dewatering centrifuges at WRF. Existing centrifuges are approaching the end of their useful lives, and, consequently, they need excessive maintenance, regular major repairs and increasing polymer feed rates to achieve necessary sludge quality. Moreover, poor service provided by manufacturer often results in extended downtime before necessary repairs are completed. NUA approved a Contract with Garver, LLC on December 8, 2020 to prepare a design to replace centrifuges, and design for this project commenced immediately thereafter. Throughout 2021, manufacturers of several different dewatering technologies ran demonstration tests that were observed by Garver, WRF and NUA Engineering staff, and WRF and NUA Engineering staff also made several site visits to wastewater treatment plants in the region to observe equipment by other manufacturers/technologies in operation. Based on these demonstrations and site visits, Garver issued a Final Version of the Preliminary Engineering Report in November 2021 recommending hydraulic drive centrifuges as the technology for this project. During winter and spring 2022, Garver and NUA met with representatives from most of the reputable centrifuge manufacturers in the industry to learn more about their equipment and, just as importantly, to learn about their manufacturing and service infrastructure. Based on these meetings, three (3) manufacturers have been approved for inclusion in the bidding documents.

Garver completed and submitted 60% design documents for review in August 2022, and a review meeting convened in September 2022. 90% Documents were submitted and reviewed in January 2023, and Garver has been proceeding with final design since then. In March 2023, an application for ODEQ Permit to Construct was submitted and current plan is to commence bidding process concurrent with ODEQ permit review as soon as plans and specifications are ready, which is projected for April 2023. Project would then be Awarded in May 2023 with Notice to Proceed issued as soon as practical thereafter. The critical path for the project will run through the delivery of the new centrifuges. Assuming they can be delivered in a reasonable time frame, project should be complete by March 31, 2024.

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Engineer: Garver LLC (Michael "Cole" Niblett)

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

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

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

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

During August 2022, Greeley Hansen submitted 95% design documents. At time of submittal, it was agreed that a design review meeting would convene in February/March 2023 so that all comments and corrections noted can be addressed at one time just prior to advertisement, which was then projected to occur in May 2023. Since that time, the decision has been made to defer construction of this project until fiscal year 2024/25. For this reason, bidding documents will be finalized in time to advertise in May 2024. Bids would then be opened in June 2024, and Contracts Awarded at the first Council Meeting in July 2024. Construction would then take one calendar year to June 2025.

Engineer: Greely and Hansen LLC (Ana Stagg)

Lift Station D Force Main Replacement (WW0091): Another portion of the Lift Station D 16" ductile iron force main along 12th Ave N.E. is severely deteriorated and in need of replacement. Approximately 3,500 feet of this force main to just south of Rock Creek Road was replaced with 20-inch PVC in 2009. The area needing replacement because of continued breaks is on the west side of 12th from the end of the previous project to the point where it begins to gravity flow near the 12th Avenue Recreation Center. The project is expected to require 2,300 feet of new 20-inch piping, three air release vaults, and a new receiving manhole. After discussions with the Parks Department, the City of Norman will continue to lease the property needed for this project and will not purchase the property outright. Therefore, the project was kicked back off to identify the best alignment and then move forward to final design, easement acquisition (as necessary), bidding and construction. Additional survey work has been completed and the revised alignment does not appear to have any conflicts or issues that would prohibit its construction. Staff is currently reviewing revised 100 percent plans and submitted DEQ permit in February 2023. ODOT permit application to be submitted March 2023. Plans will be advertised for bid in March 2023.

Engineer: PEC, Inc. (Chris Grizer)

<u>Class A Sludge / Co-Composting (WW0312):</u> This Project includes evaluation of biosolids co-composting via the windrow method to achieve Class A Biosolids for the Norman Utilities Authority (Owner) in Norman, Oklahoma. An evaluation of sites near the Water Reclamation Facility (WRF) will be evaluated as well. This scope of services also includes modification and update to Norman Water Reclamation Facility's existing Sludge Management Plan.

Technologies were screened and Windrow Composting was determined by the Engineer to the best alternative ducapital cost and operational familiarity considerations. The project was put on hold pending further discussions with landowners for land application of bio-solids that is a lower cost option than co-composting.

Engineer: Garver, Inc. (Steve Rice)

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

Engineer: Olsson, Inc. (Kevin Rood)

Sewer Maintenance Project FYE18 (WW0316): Annual project will replace about 27,800 feet of deteriorated sewer lines with High Density Polyethylene (HDPE) pipe and rehabilitate or replace about 108 manholes. Project area is bounded by Westbrook Terrace to the north, McGee to the west, Highway 9 to the south and Berry Road to the east. Staff is reviewing final plans and expect to have project ready for bid in April 2023.

Engineer: Staff with assistance from Lemke Surveying

<u>Sewer Maintenance Project FYE19 (WW0321)</u>: Annual project may replace about 22,000 feet of residential sanitary sewer lines and rehabilitate or replace about 108 manholes in the area bounded by W Lindsey St. to the North, 24th Ave SW to the west, Westbrook Terrace to the south, and Berry Road to the East. Staff received final plans and have begun their review process.

Engineer: Staff with assistance from local surveyor

SE Norman Lift Station Payback (WW0306): Staff has recently updated the wastewater model to project flows generated from full build-out of the Destin Landing Development in SE Norman. A series of interceptors as well as one large lift station with flow equalization can eliminate one existing and three proposed lift stations in southeast Norman. This project will estimate project costs, assign wastewater generation estimates to undeveloped properties to be serviced, and prorate payback costs per parcel based on wastewater generation projections. Developers might initially fund the lift station and/or the NUA with a portion of the funding paid back as additional areas develop. RFP issued 06/12/18 for this work with proposals due 07/15/18. On 08/07/18, staff selected Search, Inc. to prepare the sewer service area study and evaluate its potential as a payback project. Staff has placed this project on hold as they work through new Comp Plan and the outcome effects of a possible turnpike.

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

WATER PROJECTS:

<u>Blending of Wells 5, 6, and 52 at the Water Treatment Plant (WA0369):</u> This project will blend wells 5, 6, and 52, at the Water Treatment Plant (WTP) before entering the distribution system. Blending these wells will only require samples be

taken at the blending site as opposed to each well, which will minimize time and money spent on sampling each mon This project will require approximately 2,200 feet of 8-inch waterline to bring well 52 to the 36th Avenue NE and Robinson Street intersection where it will combine with the line coming from well 5. An existing 12-inch waterline will then be converted to a non-potable line as it moves west on Robinson Street before it combines with well 6 and the distribution system at the WTP. In addition, two bores consisting of approximately 260 linear feet of 8-inch and 6-inch waterline under Robinson Street will be required to connect the neighborhoods on the north side of Robinson Street with the existing high pressure line on the south side of Robinson Street. An existing 10-inch waterline and old 24-inch concrete line at the WTP will be abandoned as part of this project. As part of a previous project, Freese and Nichols, Inc. recently designed the project to extend water transmission lines from the WTP to 24th Avenue NE. Since they are familiar with the lines in the area and the interconnection requirements at the WTP and would be able to provide design services for this project, staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this project as well. City Council approved the contract with Freese and Nichols, Inc. on May 11, 2021 for \$47,850. Staff had a project kick-off meeting with engineers on May 27, 2021. An Invitation to Bid was Published in the Norman Transcript on November 3, 2022 with a Pre-Bid Meeting held on November 18, 2022. A Bid Opening was held on December 1, 2022. Three contractors submitted bids ranging from \$584,950.00-\$748,235.00. The low bidder was Cimarron Construction Co. at \$584,950.00, which is over the Engineer's Estimate of \$548,939.00. The contract with Cimarron Construction Co. was approved by Council on January 10, 2023. A pre-Construction meeting was held on January 24, 2023. The contractor will begin mobilization next week and will be using a small area south of the lagoons at the WTP as a staging area. DEQ has been notified that POE03 will be inactive until a new station is installed and the flows from each well are running through it.

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

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

Flood Avenue Waterline Replacement (WA0328):

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

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

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

This project will determine the best location, layout, and treatment processes for blending and treating the 41 al groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of total chloramines (NHCL₂) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of \$95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase Order was created for \$16,200 for these services, and a 28-acre parcel of land was approved to be purchased by Council on February 22, 2022 in the amount of \$800,000. This 28-acres, which became for sale in 2021, is located near a potential site that was evaluated as being in a more favorable location based on the layout of our wellfield, as indicated by a hydraulic model conducted by Plummer Associates, LLC. A final Technical Memo was received from Carollo in August 2022 and was sent to Plummer. This memo will be utilized by Plummer to determine the layout and modeling needed for the preliminary disinfection system. The engineering contract with Plummer for design of the disinfection system was approved by Council on October 11, 2022 in the amount of \$528,900. Staff had a kick-off meeting on November 1, 2022 with engineers. Staff held the chlorine demand and disinfection byproducts testing on December 19, 2022 at the WTP. No DBPs were detected and demand was very low, as expected. A meeting was held with engineers on February 24, 2023 to discuss the Engineering Report and any changes to the building layout. Utilities Staff had a field meeting at the site to look at existing conditions for a better determination of where we want the building to be positioned on the property. A preliminary meeting with Planning will be held soon to discuss any requirements for this location.

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

James Garner Ave Waterline Replacement from Main to Duffy (WA0338): This project will replace the aging 6, 8, 12, and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A contract transmittal was sent with a start date of June 29, 2021. A kick-off meeting was held February 15, 2022 after 60% streetscape plans were completed. Funding for the streetscape work will be determined in March, which will determine when the waterline project needs to begin. The waterline will need to be completed before the roadway work begins. 65% plans were recently received. Staff is in the process of reviewing and providing comments.

Engineer: Cowan Group Engineering, LLC (Jeff Cowan)

Phase II - Porter Avenue Waterline Replacement (WA0354):

This project will replace approximately 1,500 feet of aging 8-inch and 5,000 feet of 12-inch waterline along Porter Avenue from Robinson Street to Alameda Street in conjunction with the Public Works Department Porter and Avenue Streetscape project. Part of this project (Main Street to Rich Street) was already completed as part of Public Work's ODOT funded Transportation Bond project. Replacement of these waterlines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. NUA entered into a contract with Cabbiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of \$58,100. Staff received final design plans and sent an invitation to bid to the *Norman Transcript* for publication on December 23, 2021 and December 30, 2021. A mandatory pre-bid was held on January 4, 2022 and the bid opening will be held on January 20, 2022. Bids were opened on February 3, 2022 and four contractors submitted bids.

Cimarron Construction Company, LLC submitted the lowest and best bid for the Base Bid and Alternate B at \$2,039 — The Contract and Bonds were signed and approved by Council on February 22, 2022. A kick-off meeting was held on March 4, 2022. City staff and the Engineer are in the process of reviewing submittals provided by the Contractor. The Engineer is also working on getting a final conformed set of plans together showing the alternate bid that was awarded. Construction start date for the Notice-to-Proceed was March 14, 2022. Rather than a number of days for construction completion, this project has an end date for construction of July 15, 2022. This is to ensure the waterline work is finished prior to the streetscape work. Work began on March 14, 2022. A final change order and pay app was approved by Council on November 22, 2022. As-builts were recently received from the Engineer who noticed the new waterline conflicted with a few future light poles and future storm drain that will be constructed by Public Works. Adjustments will be made to the light pole design by Public Works. Line Maintenance potholed and took accurate elevations of the waterline in these areas. Utilities staff attended the pre-work meeting for the streetscape project, which has a start date of April 3, 2023. Their contractors will start on the south end and move their way north. They will let us know when they have the far west lane close at Himes so that we can contact Cimarron to install the missing bends needed for a new storm drain. The light poles that will be in conflict with our waterline will be moved a few feet in the field to accommodate these conflicts.

Engineer: Garver Engineering (Bret Cabbiness/Sean Price)

Water Treatment Plant Carbon Dioxide Tank Replacement (WA0374):

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts to the model any longer. Carbon Dioxide is used to adjust the pH of the drinking water which effects its scaling and corrosivity potential, so a new tank is necessary. This project will involve removal of the existing 30-ton carbon dioxide tank at the water treatment plant, complete installation of new tank 30-ton tank of correct make and model specified or approved equal, demonstrating correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance. Staff awarded the removal and installation to Wynn Construction Co. for \$75,000. Staff awarded the purchase and delivery of the tank to Tomco Systems in the amount of \$228,975 in December 2021. The purchase authorization was approved by Council on January 18, 2022. Tomco moved forward with ordering the tank on April 25, 2022. The new tank was shipped on September 28, 2022 and it was delivered to the WTP on October 3, 2022. The apparatus on top of the tanks has been leaking since installation. It was installed for the tank and the threads did not fit properly. So, a new apparatus arrived to plant on January 24, 2023. Replacement and shut down of the plant occurred on January 26, 2023. Tomco informed staff that this new apparatus was quality control checked against the appropriate pressure. However, Tomco staff noticed one of the heating elements was not working properly during installation of the new apparatus. A 1-year mechanical warranty is required for this tank and Tomco was notified that they need to provide replacement of this as well. Tomco arrived at the plant on March 8, 2023 to repair the heating element, upon arrival, he realized he had brought the wrong part with him. Tomco is now in the process of having the correct part shipped and they will come back out to install it.

Water Treatment Plant Clarifier 1 and 2 Rehabilitation (WA0375):

Clarifiers 1 and 2 at the Water Treatment Plant (WTP) were installed in 1965 and have experienced deterioration warranting replacement of gearboxes and motors, in addition to new coats of paint. After 55 years in service, it's expected that the structural integrity of these clarifiers will have decreased. In July 2021, staff hired Suez Water Technology Solutions Services, Inc., who currently own the "Accelator" technology employed by these two clarifiers, to perform a visual inspection on one of the clarifiers. They found pitting and corrosion of steel and indicated the need to repair/replace the launder and outer wall brackets, in addition to realignment for the hood structure and circular deckplate, and repainting the structure. This project will first entail a more in-depth condition assessment of both clarifiers 1 and 2 by Carollo Engineers, Inc, including visual and non-destructive testing of the concrete to determine areas of possible concern and ultrasonic thickness testing for metal structures. A final technical memorandum will be provided with their findings in addition to estimated costs for needed repairs in order to obtain reliable capacity from the clarifiers for the next 20-40 years. A contract with schedule, scope, and fee of \$73,991.00 was obtained with Carollo and was awarded on December 14, 2021. Staff held a kickoff meeting with Carollo on December 22, 2021. An inspection and metal thickness testing was held on January 27, 2022. Paint samples were collected on February 8, 2022 for lead testing. A final Technical Memo was received in June 2022 which explained the most necessary repairs needed on clarifiers 1 and 2 are structural and electrical elements. To repair these elements only, the cost would be about \$551,096. In addition, alternates were provided for additional repair/replacements that aren't as dire. Alternate 1 consists of structural and electrical repairs in addition to metal repairs and recoating. Alternate 2 consists of structural and electrical repairs in addition to replacing both clarifiers with new carbon steel tanks. Alternate 3 consists of structural and electrical repairs in addition to replacing both clarifiers with stainless steel tanks. Cost for these alternates are \$2,306,254, \$2,742,868, and \$2,887,684, respectively. Life cycle costs decrease with each alternate. In addition, repairs and recoating to clarifier 3 were included at a cd \$502,695. WTP staff are reviewing what they would like to do moving forward based on funding and timeline.

Southlake Addition Waterline Replacement (WA0352):

This project will replace approximately 7,500 linear feet of aging waterlines within the Southlake Addition, which is located between Cedar Lane and State Highway 9, just east of Classen Blvd (SH 77). The existing lines are ductile iron pipe that were installed in the 1980s and have experienced a significant amount of corrosion, causing a significant number of breaks impacting water service to the neighborhood. This project will install replacement 8-inch mains to replace the existing lines, along with minimal amounts of 6-inch for small streets and short dead-end lines, and will then reconnect services for the residents. A Request for Proposals (RFP) for this project was published in the Norman Transcript on July 15, 2021. Staff received 18 proposals on August 5, 2021. Staff reviewed each proposal and selected a firm using the ranking criteria listed in the RFP. Smith Roberts Baldischwiler (SRB) ranked the highest and was selected for the project and a contract in the amount of \$59,000 was awarded on November 9, 2021.

Engineer: SRB (Marc Long)

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

Bids were opened for Phase I on June 13, 2019 and SW Water Works was low bidder at \$828,112. NUA approved contract June 25, 2019 and construction began July 8, 2019. Crews completed last concrete pours November 5, 2019. A final walk through by staff was performed on November 8, 2019, and NUA approved final as-bid to as-built quantities change order on January 28, 2020.

In March 2020, 2021, and 2022, Phase II was delayed until Spring of 2021, 2022, and 2023, respectively. Although there remains a chance this project can be deferred again for budgetary reasons, at this time, the project is expected to proceed this fiscal year. Engineer has been advised that the current schedule is to advertise in early March, and they are proceeding accordingly. If this schedule is maintained, bids will be opened in early April 2023 and contract awarded on April 25, 2023. This will give Contractor 4 to 6 weeks to obtain materials and prepare for mobilization when Notice to Proceed is issued immediately upon the end of OU's spring 2023 semester, on May 14, 2023. Assuming this schedule is maintained, it is anticipated that construction would continue through summer and major work would be completed before the start of the fall semester in late August 2023.

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

Robinson Water Line: 24th Ave NE to 12th Ave NE — Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24th Ave NE to 12th Ave NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted, and, after review by NUA and additional investigations by Jacobs, the 65% plans were approved in late 2021 with a revised alignment that included 900 LF of pipeline being installed in the southernmost traffic lane of E. Robinson Avenue.

Two of the major easements required for the project must be purchased from the United States' Department of Veterans Affairs (VA) and J.D. McCarty (McCarty) who both own large properties fronting on the south of side of E. Robinson Avenue properties. VA and McClarty are also two of the large property owners in Norman who have multiple meters that NUA would like to replace with a single master meter. If/when negotiations for easement purchase from each commences, NUA intends to negotiate master meter agreements concurrently and incorporate the meter replacement work into this project.

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During April 2022, the decision was made to defer construction on this project until Fiscal Year 2023/24. From that final design work and easement acquisition was scheduled at a pace intending to sync completion of final design, permit application/receipt, and all easement purchases with a scheduled advertisement date of early May 2023. However, while preparing easement documents during Summer 2022, Jacobs determined that there was a potential issue with the portion of their alignment that was intended to be in easements on property owned by the United States Department of Veterans Affairs (VA) and J.D. McCarty (McCarty). There are apparently existing easements owned by Oklahoma Gas & Electric (OG&E) on both properties covering a portion of the area that Jacobs intended to use for their current alignment for this project. Realigning line further south to completely avoid the easements would also likely require additional survey work, and, thus, added cost. For this reason and since there are no apparent buried facilities in this OG&E easement and since overhead facilities are sufficiently separated from the current alignment to not be an issue, NUA began discussions with OG&E to determine if encroachment on their existing easement was feasible. In December 2022, OG&E furnished authorization to encroach on their easements on the VA and McCarty properties. As a result, Jacobs is now able to proceed with acquisition of remaining easements and finalizing design for bid.

As noted above, two of the easements required for the project must be purchased from the VA and McCarty who both own large properties fronting on the south of side of E. Robinson Avenue. VA and McCarty are also two of the large property owners in Norman who have multiple meters that NUA would like to replace with a single master meter. Now that negotiations for these two easements can begin again, NUA will work to negotiate master meter agreements concurrently with Jacobs' easement negotiations and incorporate the meter replacement work into this project.

Assuming project is not deferred again for budgetary reasons, project is expected to advertise as soon as easements can be completed. Finalizing easements and master meter agreements and obtaining permits is likely continue until July 2023 with project advertising for bidders immediately thereafter. Construction would then commence in September 2023. Project completion is then projected for September 2024.

Engineer: Jacobs Engineering (Arun Srinivasan)

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

In October 2021, NUA requested that Plummer Engineering furnish a proposed scope and fee to analyze the possibility of extending a non-potable reuse system from the Norman Water Reclamation Facility (WRF) to Reaves Park on the University of Oklahoma (OU) campus and to 10 to 15 other potential customers to the east of the WRF and Reaves Park, generally on or near Highway 9, as described Norman's 2060 Strategic Water Supply Plan. This reuse system would necessarily run in close proximity to Lindsey Tower so, as part of their analysis, Plummer has also been directed to assess the possibility of repurposing Lindsey Tower as dedicated storage for the new nonpotable system. Plummer's scope and fee was finalized in November 2021 and their Contract was approved by City Council on December 14, 2021. Work on the study is ongoing and draft results are expected in March 2023. A final report and permitting meeting with ODEQ would then occur in April 2023.

Assuming the Plummer study affirms repurposing Lindsey Tower as dedicated non-potable storage, a Contract for Dunham to prepare bidding documents for, and to inspect construction of, rehabilitation work on Lindsey Tower would be submitted to Council in February 2023, and, upon approval, Bidding Documents would then be completed and project advertised, bids opened and contracts awarded in late spring of 2023, which would allow for rehabilitation work, including possible abatement work if Dunham determines that existing coatings on tank contain lead-based paint, to be scheduled during Summer 2023 after the end of the Spring 2023 at University of Oklahoma (campus is adjacent to tank) and before the start of the Fall 2023 session.

If Plummer's report does not recommend repurposing Lindsey Tank for non-potable storage, tank may be further

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evaluated to determine if it can be recommissioned and viably used for potable water storage. Depending on the outdoof this final evaluation, there is a range of possibilities for the future of Lindsey Tank. If no viable use can be found for Lindsey Tower at that point, it may be recommended for demolition. If it is determined that construction of additional infrastructure (for example a booster pump station) could again make Lindsey Tower viable as potable water storage, both from a financial perspective and an engineering perspective, it could be part of a future project that combines rehabilitation of Lindsey Tower with construction of the identified new infrastructure that would see the rehabilitated tower returned to service upon completion of construction.

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

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs. The consultant has completed the assessment phase of the project. The procurement phase, specifically the generation of the Request for Proposal, began in November. In May 2022, the Bureau of Reclamation notified staff that the City was awarded a \$500,000 grant under the Watersmart program or a \$2,000,000 grant under the Bipartisan Infrastructure Law program. Upon direction from City Council, staff is moving forward with this project to fully implement the project. Request for Proposal (RFP) 2223-13 was issued on August 25, 2022. Proposals have been received. Three vendors were short-listed and interviews were completed November 15-17, 2022. The top-ranked vendor was selected and contract negotiations are underway.

Consultant: E Source (Alyssa Pourciau)

FYE15 Water Wells and Supply Lines/Wellfield - Carollo and staff held a coordination meeting with ACOG the morning of July 18th and also held a kickoff meeting the afternoon of July 18, 2016. ACOG prepared a map showing potential thick sands that will be targeted for future wells. Carollo used this information along with GIS data and composed a more robust map to better define future well locations to pursue. Additionally, it was decided to stay with ½ mile spacing so that maximum yields can be achieved. Carollo received modeling information from APAI which allowed them to proceed with optimizing the best well sites based on proposed groundwater treatment plant sites. Carollo prepared a Draft Technical Memorandum (TM) and staff provided comments and 45 potential well sites were selected. Carollo performed an optimization model and 20 of the 45 well sites stand out as sites to begin with. Carollo and staff prepared an addendum to their contract and it was approved by NUA 2/13/18. The next step is to approach land owners to negotiate test well sites. A Frequently Asked Questions sheet has been drafted and will be utilized with potential well site land owners. Test wells are expected to begin in September 2018. Staff is working with Carollo and their sub-consultant to obtain necessary access agreements for potential well sites. Approximately 8 landowners are interested and staff is moving forward with securing documents for 5 of them. Well Construction bids were opened and read aloud October 18, 2018. Layne Christiansen was low bidder and a contract in the amount of \$4,714,421.72 was approved November 27, 2018 at NUA meeting. Held kick off meeting January 23, 2019 and again met February 27, 2019.

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

and Contractor are finalizing final change order and close out payments for project. Final Pay App and Final Acceptad of Project will go to Council in March 2023.

Engineer: Carollo Engineers (Rebecca Poole)

Master Meter Project – Bids to install 10 master meters were opened 7/24/14. An agenda item was taken to Council but suspended until written documentation was obtained from USPS, MNTC, JD McCarty, and Veterans Center. On 6/19/17, staff received approval from USPS to install one meter and vault to accommodate a water line project they had underway. This project was completed 7/27/17. The permission letter they provided allows staff to complete the two other sites for USPS. Staff has made contact with MNTC and is scheduling a meeting in April 2018 to obtain similar written documentation to allow for the 3 new meter vaults to be installed on their property. Staff contacted the State of Oklahoma to obtain similar letter for JD McCarty and Veterans Center which have 2 new meter vaults each to be installed. Staff met with State of Oklahoma Real Estate officials and they requested additional information but seem amenable to our project. Additional documents were sent for their review. They emailed they are currently reviewing documents as of 6/6/18. Staff is designing a project along Robinson that will front the J.D. McCarty Center and the Veteran's Center. Staff is planning to meet with State officials as part of that effort, Staff has been unable to establish a meeting with MNTC. Though MNTC. JD McCarty, and Veterans Center are not onboard with installing master meters at this time, staff will work with USPS to install 2 additional meters at their facility. Our consultants for the Robinson water line project 24th NE to 12th NE have begun discussion with OMES and Department of Mental health regarding easements for both water line and meter vaults. These two large property owners with whom easement agreements must be negotiated, are also customers with multiple meters with whom NUA intends to negotiate an agreement on master metering. The current intent is to negotiate both easement purchase and master metering agreement concurrently and to incorporate master meter installation for both into this project. Staff will continue to work on obtaining these agreements. In addition, staff is evaluating meter locations at the USPS with in-house forces.

SANITATION CAPITAL PROJECTS:

Compost Facility Scale House (SA0019):

This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group in the amount of \$30,500 on May 11, 2021. Staff met with Engineers on March 4, 2022 to discuss preliminary plans. It was determined that a permanent building be built, rather than a prefabricated building, to better accommodate operations. In order to do this, Engineers had to subcontract an architect for the design of the building. An amendment to the contract for architectural services was approved by Council on April 12, 2022, which increased the cost of engineering services to \$39,000. The engineer requested an increase of \$4,000 to the contract in order to pay for redesign of the architectural plans. Staff is working on revisions to the contract to approve a final contract amount of \$43,000. Staff received final plans and specifications from the engineers on September 6, 2022 and are reviewing before starting the bid process.

Engineer: TriCore Group, LLC (Greg Vance)

Transfer Station Renovations (SA005):

The Transfer Station has several elements that have deteriorated since its installation in 2008 due to its heavy use. This project will repair the Transfer Station floor install fire suppression system, truck parking area, and improvements to the building exterior. Repair of the floor and installation of the fire suppression system will be expedited and the Transfer Station will be required to stay in operation during the entire construction. Request for Qualifications were sent on September 29, 2022 and an optional on-site meeting was held on October 11, 2022. Qualifications were due Thursday, October 20, 2022 and one firm submitted qualifications. Staff approved the qualifications submitted by Parkhill Engineering after reviewing their qualifications. A scope was received by Parkhill on December 19, 2022. Staff is still reviewing before Council approval.

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

Project was advertised on February 10 and 17, 2022 and bids were be opened on March 3, 2022. Crossland Construction Company (Crossland) was deemed the lowest and best responsible bidder and a contract was awarded to them on April 26, 2022. Construction work commenced on April 29, 2022.

During February 2023, Crossland completed interior finishes in building and a preliminary punchlist inspection is scheduled for March 2023. Also in March 2023, Convergint should complete security work under a PO issued direct by NUA and furniture should be ordered via direct POs to several vendors under State of Oklahoma Contracts. Building should be ready for occupancy by the end of April 2023.

Architect: The McKinney Partnership Architects PC (Toni Bragg)

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

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

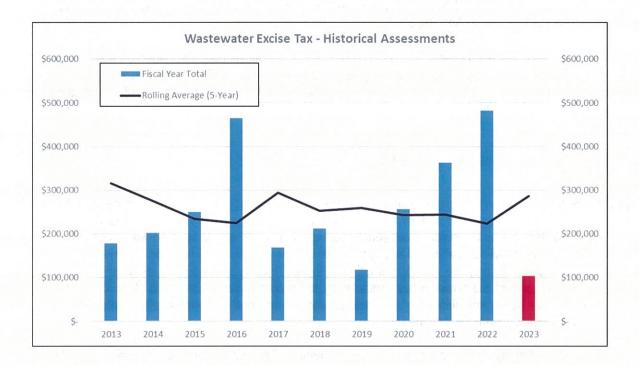
Preliminary design efforts have identified potential improvements to the final product that warrant modifications to the project scope that required a contract amendment with the Architect. Amendment No. 1 was approved by City Council in February 2020 and included changes to the site for the Household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

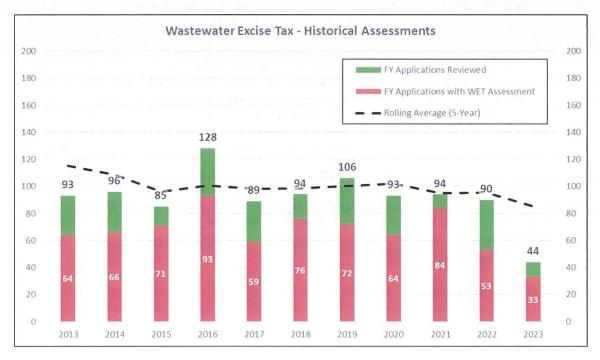
The property has been rezoned to add Municipal Use for the property to meet current code requirements. The final plans were completed and advertised. Bids were opened and contract K-2021-10 was awarded to the Landmark Construction Group on January 12, 2021. The Household Hazardous Waste building is complete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

Architect: Studio Architects, LLC (George Winters)

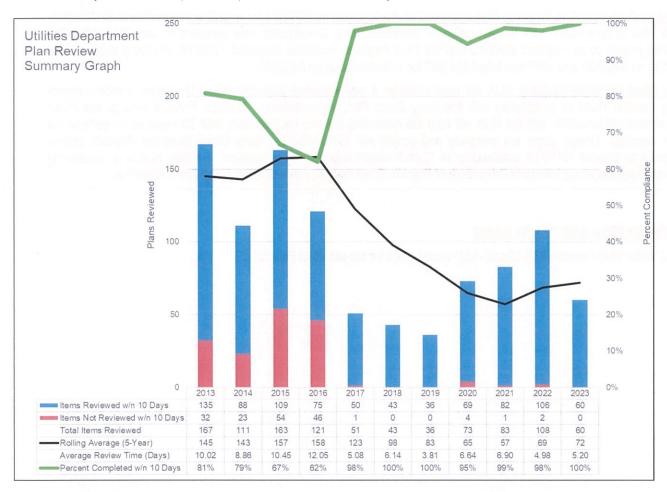
Wastewater Excise Tax - Non-Residential:

WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 4 commercial entities last month. Of the 4 applications, 2 applications were assessed since the applications were determined to increase wastewater flows over the previous use of the site. For the fiscal year, 42 commercial properties were reviewed and a total of \$102,135.19 was assessed to the 31 entities that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed.





Seven plan sets were reviewed this past month. Staff has reviewed 60 plans for the current fiscal year with an average re time of 5.20 days and with 100 percent of plans reviewed within 10 days.



RECOUPMENT PROJECTS:

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

- end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previdence was never cashed.
- 7. Interstate Drive Waterline Payback: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru billed \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.
- 8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

2 Water Well Permits (23-515 and -531) were issued for the month of February.

February 2023 **ENVIRONMENTAL SERVICES DIVISION** MONTHLY REPORT

INSPECTIONS Fats, oil and grease (FOG) program Food license approval Significant Industrial Users	Total inspections	February 29 3 1 33	Year to date 386 28 24 438
ROUTINE ACTIVITIES Significant Industrial User sites sampled Required annual 40 CFR Part 122, Appendix D, Table II monitoring completed (%) Required quarterly 40 CFR Part 122, Appendix D, Table III monitoring completed (%) HHWF: cars served Pounds of Material Collected E-waste: cars served Pounds of Material Collected		100% 100% 30 2963.5 0	Year to date 18 100% 100% 921 70,506.0 662 42,516
Total HHW cars served Total HHW Pounds of Material Collected REVENUE FOG Program Surcharge Lab Analysis Recovery Industrial Discharge Permit	Total revenue	30 2,963.5 February \$9,100.00 \$2,762.11 \$0.00 \$0.00 \$11,862.11	1583 113,022.0 Year to date \$24,800.00 \$30,991.28 \$2,659.00 \$0.00 \$58,450.28

ENVIRONMENTAL CONTROL ADVISORY BOARD (ECAB)

- 1 Provided staff liaison support including attending meetings, preparation of minutes, speaker scheduling and issue research.
- 2 Facilitated Yard by Yard, Composting and Recycling Education Information
- 4 Subcommittees are are working on updating the US Mayors' Climate Protection Agreement.
- 5 Preparing for Water's Worth It Poster Contest and Green Norman Eco Month activities
- 6 Coordinating with Sanitation and Environmental Services for landscaping at Sanitation

MISCELLANEOUS ACTIVITIES

- 1 Staff maintain and loan out recycling containers for special events. Containers are routinely used at the OKC Memorial Marathon, Earth Day, May Fair, Summer Breeze concerts,
- 2 Working on Phase II of the Fats, Oils and Grease Program (FOG) to include OU businesses, fraternities, sororities, and long-term care facilities.
- 3 Staff is working with other departments to increase energy efficiency i.e. turning off computers, duplex printing, anti-idling, methane recovery, and retrofitting pumps with variable
- 4 Serves as President of LTWA providing support including agenda setting, issue research and collaboration
- 5 Participates on LTWA Education and Outreach Subcommittee
- 6 Participate in Lake Thunderbird TMDL, IPR Treatment Wetlands internal and external team meetings
- 7 Coordinating programming with OU reps for Big Event
- 8 As of February 28, 2023 approximately 280,800 gallons of grease/solids had been prevented from entering the sanitary sewer in FYE 23 as a result of the FOG program. 9 Completed required annual Tablell & III influent and effluent sampling event for January 23-25, 2023. 10 Coordination of art installation (HazMatt) at HHWF

- 11 Project manager for EV Charging Station installation at City Hall
- 12 Planning and coordinating for Naturizer property for bees, an Eagle Scout project and other exciting things
- 13 Coordinating collection of BMP ideas to help mitigate any potential damage from future road construction
- 14 Began working with C2C: Clean Energy to Communities cohort on how to decarbonize our community.
- 15 Coordinating and Leading Parks and Rec and Stormwater with respect to the Earth Day Festival
- 16 Coordinating fifth annual Artful Inlets installation at Colonial Estates
- 17 Coordinating with OU student as intern to help with GHG emission inventory update
- 18 Coordinating with ODOT on Monarch habitat BMPs as part of the Monarch Highway
- 19 Coordinating with KOB, ODOT and other for GAC
- 20 Planning Team for State-Wide IPP Coordinators Meeting on September 21.
- 21 Inspected Bio-Cide International new production facility 2/21/23. Application has been submitted and draft permit issued.





CITY OF NORMAN DEPARTMENT OF UTILITIES LINE MAINTENANCE DIVISION

MONTHLY PROGRESS REPORT SEWER MAINTENANCE

	FYE 2023		FYE	FYE 2022	
February 2023	MONTH	YTD	MONTH	YTD	
Obstructions:					
City Responsibility	1	14	1	9	
Property Owner Responsibility	24	173	20	136	
TOTAL	25	187	21	145	
Number of Feet of Sewer Cleaned:					
Cleaned	73,512	716,406	66,760	827,376	
Rodded	3,470	28,705	1,645	23,202	
Foamed	0	77,154	0	74,476	
SL-RAT	0	0	16,135	21,644	
TOTAL	76,982	822,265	84,540	946,698	
Sewer Overflows:					
Rainwater	0	0	0	0	
Grease/Paper/Roots	1	4	0	0	
Obstruction	0	3	1	4	
Private	2	5	0	8	
Other (Lift Station, Line Break, etc.)	0	0	0	0	
Total Overflows	3	12	1	12	
Feet of Sewer Lines Televised	24,576	163,839	4,983	158,201	
Locates Completed	318	2,917	307	2,142	
Manholes:					
Inspected	1,027	9,381	1,004	7,812	
New	0	3	0	0	
Raised	0	11	0	0	
Repaired	0	16	0	0	
Feet of Sewer Lines Replaced/Repaired	0.00	61.50	0	51	
Hours Worked at Lift Station	24.59	591.03	69	718	
Hours Worked for Other Departments	3.50	22.00	0.00	230.25	
OJI's	0	2	0	1	
Square Feet of Concrete	0	81	0	0	
Average Response Time (Minutes)	26.44	27.93	22.20	25.58	
Number of Claims	2.00	0.00	0.00	0.00	

CITY OF NORMAN DEPARTMENT OF UTILITIES LINE MAINTENANCE DIVISION

MONTHLY PROGRESS REPORT WATER MAINTENANCE

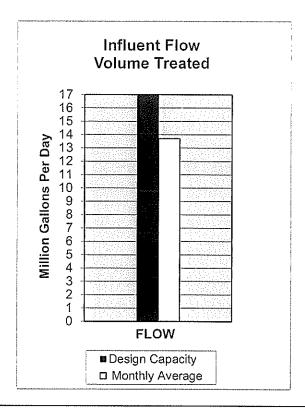
	FYE	FYE 2023		2022
February 2023	MONTH	MONTH YTD		YTD
New Meter Sets:	19	200	46	357
Number Short Sets	19	196	46	349
Number Long Sets	0	4	0	8
Average Meter Set Time	9.13	5.52	3.39	3.77
Number of Work Orders:				
Service Calls	710	4,010	371	3,398
Meter Resets	0	8	0	2
Meter Removals	3	43	6	20
Meter Changes	25	223	26	283
Locates Completed	346	3,092	375	6,993
Number of Water Main Breaks	15	147	13	114
Average Time Water Off	1.97	1.76	1.34	1.95
Fire Hydrants:				
New	0	5	2	2
Replaced	0	3	2	3
Maintained	62	914	62	1,018
Number of Valves Exercised	150	1,978	94	1,386
Feet of Main Construction	500	3,915	445	1,064
Hours of Main Construction	432	1,889	349	1,307
Meter Changeovers	0	3	7	7
OJI's	0	4	0	1
Hours Flushing/Testing New Mains	59.17	466	7	682
Hours Worked Outside of Division	0.00	0.00	0	227

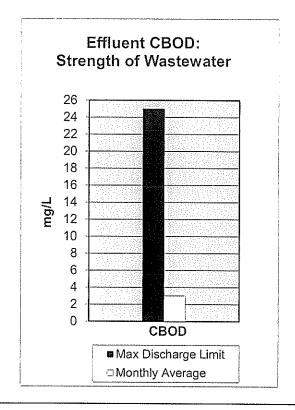
City of Norman, Oklahoma Department of Utilities

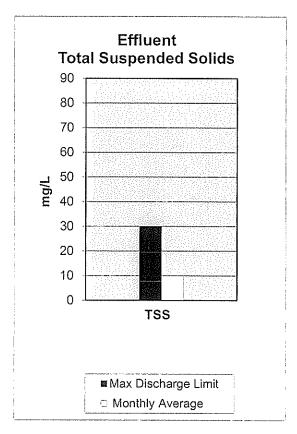
Monthly Progress Report Water Reclamation Facility February 1-29, 2023 Flow Statistics

1 10W Stat	151105				
		FYE 2023		FYE 2022	
		This Month	YTD	This Month	YTD
Total Influ	ent Flow (M.G.)	285.5	2474.1	297.2	2607.8
Total Efflu	ent Flow (M.G.)	285.5*	2324.6	273.6	2435.4
	eak Flow (MGD)	12.7	16.9	12.2	25.5
	eak Flow (MGD)	12.7*	15.9	11,3	25.5
	Influent Flow (MGD)	10.3	10.3	10.6	10.9
	Effluent Flow (MGD)	9.7	9.7	9.8	10.0
	on (inches)	2.6	14.7	5.2	10.1
	* Meter malfunction	2,0		0.2	10.1
Discharge	Monitoring Report Stats	FPA mini	imum nercent	age removal 85%	
5 day BOD		Avg.	mam percent	Avg.	
0 44, 502	Influent Total (mg/l)	213		7vg. 171	
	Effluent Carbonaceous Total	3		2	
	Percent Removal	98.6		98.8	
Total Sugr	pended Solids:	30.0		90.0	
Total Ous	Influent (mg/L)	240		233	
	Effluent (mg/L)	10		_	
	Percent Removal	95.8		4	
Dissolved		95.6		98.3	
Dissolved		0.7		4.0	
	Influent (min)	0.7		1.0	
n.L.I	Effluent (min)	6.9		6.8	
pН	Influent (Law)	7.0		o ==	
	Influent (Low)	7.2		6.7	
	(High)	7.5		7.2	
	Effluent (Low)	6.9		6.7	
	(High)	7.4		7.3	
Ammonia	-				
	Influent (mg/L)	29.2		28.1	
	Effluent (mg/L)	0.1		0.1	
	Percent Removal	99.8		99.8	
Utilities					
Electrical					
	Total kWh Used (Plant wide)	459,260	3,949,100		4,368,320
	Aeration Blowers, WSL&Headworks	148,800	1,320,800	199,200	1,919,640
	UV Facility	22,600	382,200	30,000	474,700
Natural Ga					
	Total cubic feet/day (plant wide)	442,000	2,638,000	457,000	3,364,000
	ıcation (Tours)	11	3	0	0
Total Atten	dees for FYE 22		48		58
Reclaimed	l Water System (MG)	0.0	0.0	0.0	0.0
OU Golf C		0.4	51.3	0.6	50.2
E.coli geor	metric mean average for February	2023 46 MPN	(Limit is 630		

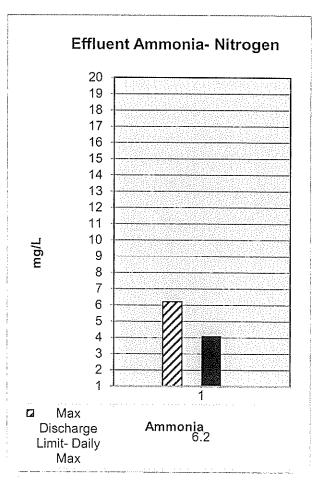
CITY OF NORMAN WATER RECLAMATION FACILITY February 2023







Comments here



20 Max Discharge Limit- Daily Max

MONTH: February-2023

CITY OF NORMAN, OKLAHOMA DEPARTMENT OF UTILITIES

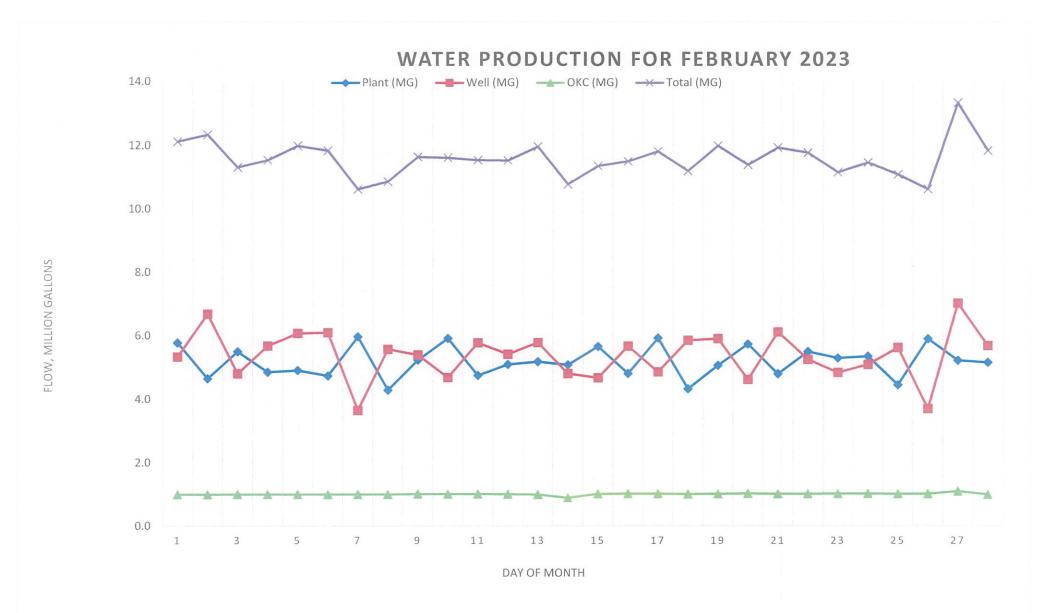
MONTHLY PROGRESS REPORT

WATER TREATMENT DIVISION

	FYE 2	2023	FYE 2	2022
Water Supply	This month	Year to date	This month	Year to date
Plant Production (MG)	145.06	2439.95	131.17	2469.83
Well Production (MG)	150.58	1097.72	163.41	797.25
Oklahoma City Water Used (MG)	28.27	240.24	25.54	248.22
Total Water Produced (MG)	323.91	3777.92	320.11	3515.30
Average Daily Production	11.57	15.61	11.43	14.47
Peak Day Demand				
Million Gallons	13.32	25.52	14.35	20.88
Date	2/27/2023	7/27/2022	2/9/2022	8/26/2021
System Capacity (see note 1)	25.78	25.78	25.78	25.78
Demand Above Capacity (Peak Day)	0.00	0.00	0.00	0.00
Note 1: Beginning June 2016 the System Capaci	ity includes the Oklal	homa City water line.	(Plant + Wells + OKC	;)
Costs	_			
Plant	\$633,435.95	\$5,381,948.42	\$618,075.19	\$5,403,838.94
Wells	\$250,703.87	\$2,047,516.62	\$252,588.17	\$1,799,706.01
OKC	\$102,194.35	\$736,151.68	\$93,372.67	\$640,447.02
Total	\$986,334.17	\$8,165,616.72	\$964,036.03	\$7,843,991.97
Cost per Million Gallons				
Plant	\$4,366.75	\$2,205.76	\$4,712.20	\$2,187.94
Wells	\$1,664.94	\$1,865.24	\$1,545.75	\$2,257.41
OKC	\$3,615.07	\$3,064.21	\$3,656.22	\$2,580.17
Total	\$3,045.12	\$2,161.41	\$3,011.57	\$2,231.39
Water Quality				
Bacterial Samples in Compliance	100	796	90	762
Bacterial Samples out of Compliance	0	4	0	10
Total number of inquiries (Note 2)	5	26	1	25
Total number of complaints (Note 2)	3	52	1	27
Number of complaints per 1000 service connections	0.08	1.35	0.02	0.67
Note 2: Prior to April 2016 complaints and inquir	ries were grouped to	gether, listed as come	plaints, and not disting	nuished
Safety	3. 2. 4. E. E. E.	g, 		y
Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	1	1	0	3
Public Education				
Number of tours conducted	0	4	1	12
Number of people on tours	0	110	7	163

Notes:

Well 3A returned to service after pump replacement. Councel approved Cargill salt purchase contract. Installed a radio bridge between WTP and HPP tower, contractor relocating fiber connection for construction. Replaced commpressor on nitrogen skid for ozone system.



$\frac{MONTHLY\ TRANSFER\ STATION\ REPORT}{February\ 2023}$

	TONS PER MONTH	REVENUE PER MONTH
O.U.	287.36	\$15,178.01
STANDARD GATE	1,837.97	\$106,928.95
RESIDENTIAL	523.00	\$21,549.20
TOTALS:	2,648.33	\$143,656.16

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL	462.00
BY TRANSFER STATION TRUCKS.	
# OF TONS TRANSPORTED TO OKC LANDFILL	8637.84
BY TRANSFER STATION TRUCKS.	
# OF LOADS TRANSPORTED TO OKC LANDFILL	0.00
BY INDIVIDUAL SANITATION TRUCKS.	
# OF TONS TRANSPORTED TO OKC LANDFILL	0.00
BY INDIVIDUAL SANITATION TRUCKS:	
TOTAL LOADS BROUGHT TO LANDFILLS:	462.00
GRAND TOTAL TONS TO LANDFILLS	8,637.84
Proposition and the proposition of the proposition	
DISPOSAL COST PER TON (OKC) TIPPING FEE'S FOR DUMPING AT OKC:	\$22.08 \$190,723.51
GRAND TOTAL TIPPING FEE'S	\$190,723.51
# OF LOADS BROUGHT TO TRANSFER STATION	707.00
# OF LOADS BROUGHT TO TRANSFER STATION COMMERCIAL SANITATION TRUCKS:	585.00
COMMERCIAL DANTATION TROCKS.	
# OF TONS BROUGHT TO TRANSFER STATION	3504.28
COMMERCIAL SANITATION TRUCKS:	
# OF LOADS BROUGHT TO TRANSFER STATION	381.00
RESIDENTIAL SANITATION TRUCKS:	
# OF TONS BROUGHT TO TRANSFER STATION	2324.59
RESIDENTIAL SANITATION TRUCKS:	
TOTAL LOADS BROUGHT TO TRANSFER STATION:	966.00
TOTAL TONS BROUGHT TO TRANSFER STATION:	5828.87
MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	111.06
TOTAL TONS RECEIVED AT TRANSFER STATION	17226.10

SANITATION DIVISION PROGRESS REPORT

SUMMARY 2023

	FY	E 22
	MONTH	YR-TO-DATE
Vehicle Accidents	1	5
On The Job Injuries	0	8
Bulk Pickups	34	219
Refuse Complaints	175	849
New Polycarts Requests	41	529
Polycarts Exchanges	4	62
Additional Polycart Requests	78	536
Replaced Stolen Polycarts	9	166
Replaced Damaged Polycarts	18	645
Polycarts Repaired	26	292

FYE 23			
MONTH	YR-TO-DATE		
2	21		
1	4		
40	173		
120	473		
48	383		
7	80		
66	443		
29	153		
51	731		
25	319		

COMPOST MONTHLY REPORT

FEBRUARY

LANDFILL TIPPING FEE'S SAVINGS FROM NOT DUMPING AT LANDFILL: TONS BROUGHT IN BY PUBLIC: TONS BROUGHT IN BY CONTRACTORS: 1, TONS BROUGHT IN BY OTHER CITY DEPARTMENTS: LANDFILL TIPPING FEE'S SAVINGS FROM NOT DUMPING AT LANDFILL: S 52, TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL: S 53, REVENUE COLLECTED FROM COMPOST SALES: S1 REVENUE COLLECTED FROM GATE SALES: S9	149.56 22.08 22.08 22.08 640.00 1,500.00 260.00 22.08 52,992.00 53,014.08 \$1,350.00 \$9,160.00 2,549.56
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TONS BROUGHT IN BY CONTRACTORS: TONS BROUGHT IN BY OTHER CITY DEPARTMENTS: LANDFILL TIPPING FEE'S SAVINGS FROM NOT DUMPING AT LANDFILL: S 52, TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL: S 53, REVENUE COLLECTED FROM COMPOST SALES: REVENUE COLLECTED FROM GATE SALES: S9 TOTAL TONS COLLECTED MULCH CUBIC YDS MONTH MONTH PARKS DEPT. ROAD & CHANNEL LINE MAINTENANCE STREET DEPT. WATER TREATMENT MURPHY PRODUCTS OKC SELF LOADING BIN DRYING BEDS 1, COMPOST CUBIC MONTH MONTH TOTAL TONS COLLECTED TOTAL TONS COLLECTED	1,500.00 260.00 22.08 52,992.00 53,014.08 \$1,350.00 \$9,160.00 2,549.56
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS: LANDFILL TIPPING FEE'S SAVINGS FROM NOT DUMPING AT LANDFILL: S 52, TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL: S 53, REVENUE COLLECTED FROM COMPOST SALES: REVENUE COLLECTED FROM GATE SALES: S1 TOTAL TONS COLLECTED MULCH CUBIC YDS MONTH PARKS DEPT. ROAD & CHANNEL LINE MAINTENANCE STREET DEPT. WATER TREATMENT MURPHY PRODUCTS OKC SELF LOADING BIN DRYING BEDS S 52,	260.00 22.08 52,992.00 53,014.08 \$1,350.00 \$9,160.00 2,549.56
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SAVINGS FROM NOT DUMPING AT LANDFILL: S 52, TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL: S 53, REVENUE COLLECTED FROM COMPOST SALES: REVENUE COLLECTED FROM GATE SALES: S9 TOTAL TONS COLLECTED MULCH CUBIC YDS MONTH PARKS DEPT. ROAD & CHANNEL LINE MAINTENANCE STREET DEPT. WATER TREATMENT MURPHY PRODUCTS OKC SELF LOADING BIN 12 DRYING BEDS TOTAL TANDER AT LANDFILL: S 52, MULCH CUBIC YDS MONTH COMPOST CUBIC MONTH MONTH TOTAL TONS COLLECTED TOTAL TO	52,992.00 53,014.08 \$1,350.00 \$9,160.00 2,549.56 ST CUBIC YDS
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL: S 53, REVENUE COLLECTED FROM COMPOST SALES: S1 REVENUE COLLECTED FROM GATE SALES: S2 TOTAL TONS COLLECTED 2, MULCH CUBIC YDS MONTH PARKS DEPT. ROAD & CHANNEL LINE MAINTENANCE STREET DEPT. WATER TREATMENT MURPHY PRODUCTS OKC SELF LOADING BIN 12 DRYING BEDS 53 COMPOST CUBIC MONTH MONTH 12 TOTAL TONS COLLECTED 13 TOTAL TONS COLLECTED 14 TOTAL TONS COLLECTED 15 TOTAL TONS COLLECTED 16 TOTAL TONS COLLECTED 17 TOTAL TONS COLLECTED 18 TOTAL TONS COLLECTED 19 TO	\$1,350.00 \$9,160.00 2,549.56
REVENUE COLLECTED FROM COMPOST SALES: S1	\$1,350.00 \$9,160.00 2,549.56 ST CUBIC YDS
TOTAL TONS COLLECTED 2,	\$9,160.00 2,549.56 ST CUBIC YDS
TOTAL TONS COLLECTED 2,	\$9,160.00 2,549.56 ST CUBIC YDS
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MULCH CUBIC YDS COMPOST CUBIC MONTH MONTH	ST CUBIC YDS
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MONTH MONTH	
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LINE MAINTENANCE STREET DEPT. WATER TREATMENT MURPHY PRODUCTS OKC SELF LOADING BIN 12 DRYING BEDS 750	
STREET DEPT. WATER TREATMENT MURPHY PRODUCTS OKC SELF LOADING BIN 12 DRYING BEDS 750	
WATER TREATMENT MURPHY PRODUCTS OKC SELF LOADING BIN 12 DRYING BEDS 750	
MURPHY PRODUCTS OKC SELF LOADING BIN 12 DRYING BEDS 750	
SELF LOADING BIN 12 DRYING BEDS 750	
DRYING BEDS 750	
COMPOST SOLD BY CUBIC YARDS	
	405
MULCH SOLD BY CUBIC YARDS 3,000	
TOTAL: 762	405

CURBSIDE MONTHLY RECYCLING REPORT

FEBRUARY

PROGRAM STATISTICS

	AVERAGE
	MONTH
SET OUT/PARTICIPATION RATE:	89%
AVERAGE TONS PER DAY:	8.34
POUNDS PER HOME:	9.68

COMMODITY BY TON			
	% of Total	TONS	
ALUMINUM BEVERAGE CAN	1.96%	5.69	
#1 PET	4.08%	11.84	
NEWS	0.00%	0	
GLASS CONTAINERS	10.07%	29.22	
MIX PAPER	29.67%	86.1	
PLASTIC FILM	0.60%	1.74	
#2 NATURAL	1.11%	3.22	
#2 COLOR	1.66%	4.82	
#3-#7	0.00%	0	
METAL	0.30%	0.87	
RIGIDS	0.26%	0.75	
TIN-STEEL SCRAP	2.14%	6.21	
TRASH	27.91%	80.99	
occ	20.24%	58.74	
TOTAL	100.00%	290.19	

	MONTH
SERVICE CALLS (MISSES)	67
HOUSESIDE	7
REMINDER	4
SCATTERED	0
MISC.	0
REPAIR	16
NEW	40
ADD	6
MISSING	22
EXCHANGE	0
REPLACE	8
PICK UP	11
TOTAL CALLS	181.00

	MONTH
LANDFILL COST AVOIDANCE	\$5,731.25

Drop Center Report February 2023

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBs Rejected	Tons Rejecte	d %	LNDFL F	ee	Tons Diverted	\$ Diverted
ALUMINUM:	\$1,150.00	\$0.00		0	0	0%	\$22.08	216.23	\$4,774.36
PLASTICS:	\$5.00	\$0.00							
STEEL CANS:	\$0.00	\$0.00							
MIXED OFFICE PAPER:	\$0.00	\$0.00							
CARDBOARD:	\$15.00	\$0.00							

RECYCLING CENTER DATA:	#9	Westwood	Hollywood	Transfer				
	TONS	TONS	Tons	Tons	Total Tons	PRO/FEE	Revenues	Net
ALUMINUM:	0.33	0.06	0.34	0	0.73	\$0.00	\$839.50	\$839.50
PLASTICS:	4.94	0.83	3.31	0	9.08	\$0.00	\$45.40	\$45.40
STEEL CANS:	0.28	0.06	0.34	0	0.68	\$0.00	\$0.00	\$0.00
MIXED OFFICE PAPER:	3.2	1.05	4.92	0	9.17	\$0.00	\$0.00	\$0.00
CARDBOARD:	12.11	6.73	20.79	1.04	40.67	\$0.00	\$610.05	\$610.05
RECYCLING CENTER TOTALS:	20.86	8.73	29.7	1.04	60.33	\$0.00	\$1,494.95	\$1,494.95

Commercial Cardboard Containers			Compactors		Wood				Glass			Metal		
TONS	Revenues		TONS	Revenues	TONS		Revenues		TONS		Revenues	TONS		Revenues
46.84	\$	702.60	9.49	\$142	35	0		\$0.00		19.12	\$0.00		2.5	\$300.00
												Cost		\$85.00
												Drofit		¢215.0

Profit \$215.00

Expenses	Average hrly+ benef	Average hrly+ benefits			\$26.78			
	Cage Rolloff	Cardboard	Occ Compact		MXD Office	Total		
Hours	36	205.75		6	12	259.75		
Labor \$	\$964.08	\$5,509.99		\$160.68	\$321.36	\$6,956.11		
Vehicle cost	\$0.00	\$629.82		\$0.00	\$0.00	\$629.82		

Customer Revenue \$11,939.54

Total All Recycle and	d Cardboard	
Tons		Revenues
	138.28	\$2,554.90

Total Recycle Only	
Tons	Revenues
41.28	\$1,099.90

Total Cardboard	
Tons	Revenues
97.00	\$1,455.00

	·			
Revenue	Income	Expense	Net	
	\$14,494.44	\$7,585.93	\$ 6	,908.52

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Clint Mercer

PRESENTER: Clint Mercer, Chief Accountant

ITEM TITLE: CONSIDERATION OF SUBMISSION, ACKNOWLEDGEMENT,

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

BACKGROUND:

Many of the federal and state grants that the City receives require an audit report to be reviewed by independent accountants, as directed by the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Award. The "Single Audit" report is included to meet those requirements.

On May 8, 2018, the Council accepted the proposal of Forvis, LLP, (RFP 1718-55), to provide independent auditing services for the City of Norman, the Norman Municipal Authority, Norman Utilities Authority, Norman Tax Increment Finance Authority and related entities for a period of three fiscal years with an option to extend the services for an additional two fiscal years.

DISCUSSION:

The audited financial statements of both the City and its Trusts were received by City Council on December 13, 2022. The Single Audit was not complete at that time due to a delay by the Federal Government regarding ARPA funding.

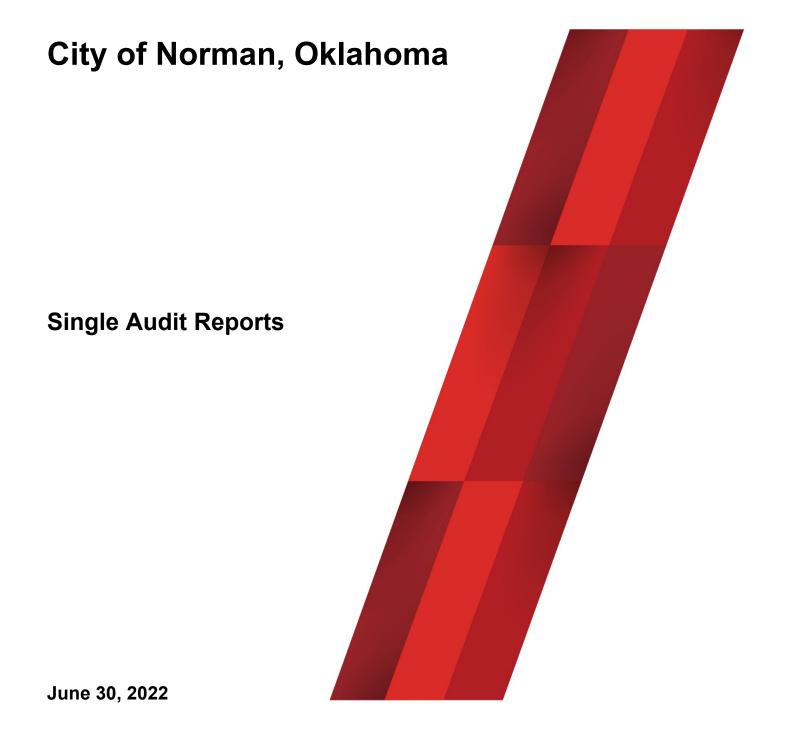
The City received an unmodified ("clean") opinion from Forvis, LLP that the Single Audit fairly represents the City's grant operations as of June 30, 2022, in all material respects.

Under separate cover, the Council Audit/Finance Committee may receive a "management letter" from the City's external auditor. The management letter may discuss findings during the audit review that are <u>not</u> considered material to the overall operations of the City, future audit and accounting standards to be considered, or other items that would impact on the fair

representation of the City's financial position.

RECOMMENDATION:

It is recommended that the Fiscal Year 2021-2022 Single Audit Report be accepted. All documents are available for review in the City Clerk's Office



June 30, 2022

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Schedule of Expenditures of Federal Awards Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Grant or Other Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Housing and Urban Development					
CDBG – Entitlement Cluster					
Community Development Block Grants/Entitlement Grants COVID-19 – Entitlement Grants Total CDBG – Entitlement Cluster	14.218	None None None None None None None	#B-14 MC-40-0002 #B-15 MC-40-0002 #B-17 MC-40-0002 #B-18 MC-40-0002 #B-19 MC-40-0002 #B-20 MC-40-0002 #B-21 MC-40-0002 #B-21 MC-40-0002	\$	\$ 50,134 13,051 9,200 186,330 100,000 328,542 580,615 205,257 1,473,129
HOME Investment Partnerships Program Subtotal 14.239	14.239	None None None None None	#M-17 MC-40-0204 #M-18 MC-40-0204 #M-19 MC-40-0204 #M-20 MC-40-0204 #M-21 MC-40-0204	- - - - - -	200 96,735 14,085 17,340 15,000 143,360
Pass-Through City of Oklahoma City Continuum of Care (CoC) Program	14.267	OK0166L6I042000	None		12,415
Pass-Through Oklahoma Department of Commerce Community Development Block Grants/State's program and Non-Entitlement Grants in Hawaii COVID-19 - Community Development Block Grants/State's Program and Non-Entitlement Grants in Hawaii Subtoal 14.228	14.228	None 18221 CDBGCR20	None None	- -	42,123 19,110 61,233
Pass-Through Oklahoma Department of Commerce Emergency Solutions Grant – ESG-CR Emergency Solutions Grant – ESG-CR Emergency Solutions Grant Subtotal 14.231	14.231	17924 EGCR 20 18276 ESGCR 20 18083 ESG 20	None None None	:	1,955 317,613 31,477 351,045
Total U.S. Department of Housing and Urban Development					2,041,182
U.S. Department of Interior					
Title XVI Water Reclamation and Reuse	15.504	None	R21AP10110-00	-	700,109
Cooperative Watershed Management	15.554	None	R19AP00241 – Lake Thunderbird	-	10,977
Pass-Through Oklahoma State Historic Preservation Office Historic Preservation Fund Grants-in-Aid	15.904	21-612	None		10,750
Total U.S. Department of Interior					721,836
U.S. Department of Justice					
COVID-19 - Coronavirus Emergency Supplemental Funding Program	16.034	None	2020-VD-BX-0127		37,804
Edward Byrne Memorial Justice Assistance Grant (JAG) Edward Byrne Memorial Justice Assistance Grant (JAG) Subtotal 16.738	16.738	None None	2020-DJ-BX-0669 15PBJA-21-GG-01749-JAGX	- - -	26,226 15,566 41,792
Equitable Sharing Program	16.922	None	None		55,747
Total U.S. Department of Justice					135,343

Schedule of Expenditures of Federal Awards, continued Year Ended June 30, 2022

Federal Grantor/Pass-Through Grantor/ Program or Cluster Title	Federal Assistance Listing Number	Pass-Through Entity Identifying Number	Grant or Other Identifying Number	Passed Through to Subrecipients	Total Federal Expenditures
U.S. Department of Transportation					
Highway Planning and Construction Cluster Pass-Through Association of Central Oklahoma Governments Highway Planning and Construction Highway Planning and Construction Highway Planning and Construction Total Highway Planning and Construction Cluster	20.205	J/P 11767(36) R1-2020-City of Norman R1-2021-City of Norman	None None None	\$ - - - -	\$ 1,035 84,148 89,600 174,783
Highway Safety Cluster Pass-Through Oklahoma State Highway Safety Office State and Community Highway Safety State and Community Highway Safety Total Highway Safety Cluster	20.600	PT-21-03-19-13 PT-22-03-19-14	None None		13,969 34,697 48,666
Federal Transit Cluster Federal Transit – Formula Grants Federal Transit – Formula Grants COVID-19 – Federal Transit – Formula Grants Federal Transit – Formula Grants Total Federal Transit Cluster	20.507	None None None None	OK-2020-005-00 OK-2020-026-00 OK-2020-031-00 OK-2022-010-00	- - - -	19,462 18,807 3,245,969 1,787,894 5,072,132
Total U.S. Department of Transportation				<u> </u>	5,295,581
U.S. Department of Homeland Security					
Pass-Through Oklahoma Office of Homeland Security Homeland Security Grant Program Homeland Security Grant Program Subtotal 97.067	97.067	1130.051 1160.054	None None		30,090 8,524 38,614
Total U.S. Department of Homeland Security					38,614
U.S. Department of Treasury					
COVID-19 - Coronavirus State and Local Recovery Funds	21.027	None	None		182,564
Total U.S. Department of Treasury					182,564
U.S. Department of Federal Emergency Management					
Pass-Through Oklahoma Department of Emergency Management Disaster Grant – Public Assistance	97.036	FEMA 4575 DR OK	None		3,878,114
Total U.S. Department of Federal Emergency Management				<u> </u>	3,878,114
U.S. Department of Health and Human Services					
Pass-Through National Association of County and City Health Officials Medical Reserve Corps Small Grant Program Medical Reserve Corps Small Grant Program Medical Reserve Corps Small Grant Program Subtotal 93.008	93.008	MRC 20-0333 MRC 22-0333 MRC RISE 22-0333	None None None		2,136 8,314 9,066 19,516
Total U.S. Department of Health and Human Services					19,516
Total Expenditures of Federal Awards				<u>s</u> -	\$ 12,312,750

Notes to Schedule of Expenditures of Federal Awards Year Ended June 30, 2022

Note 1: Basis of Presentation

The accompanying schedule of expenditures of federal awards (the Schedule) includes the federal award activity of the City of Norman, Oklahoma (the City) under programs of the federal government for the year ended June 30, 2022. The information in this Schedule is presented in accordance with the requirements of Title 2 U.S. *Code of Federal Regulations* Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance). Because the Schedule presents only a selected portion of the operations of the City, it is not intended to and does not present the financial position, changes in net position, or cash flows of the City.

Note 2: Summary of Significant Accounting Policies

Expenditures reported on the Schedule are reported on the modified accrual basis of accounting. Such expenditures are recognized following the cost principles contained in the Uniform Guidance or other regulatory requirements, wherein certain types of expenditures are not allowable or are limited as to reimbursement. Negative amounts shown on the Schedule represent adjustments or credits made in the normal course of business to amounts reported as expenditures in prior years.

Note 3: Indirect Cost Rate

The City has elected not to use the 10 percent de minimis indirect cost rate allowed under the Uniform Guidance.

Note 4: Expenditures Incurred Prior to 2022

Federal Assistance Listing Number 14.228 includes \$42,123 of expenditures incurred during the year ended June 30, 2020. However, because the financial assistance was not included in the City's schedule of expenditures of federal awards for that year, the expenditures are included in the current year schedule of expenditures of federal awards as requested by the pass-through agency. There was no material impact as a result.

Federal Assistance Listing Number 97.036 includes \$3,878,114 of expenditures incurred during the year ended June 30, 2021 as the project worksheet was not approved by the Federal Emergency Management Agency (FEMA) until the fiscal year ended 2022.



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Report on Internal Control over Financial Reporting and on Compliance and Other Matters Based on an Audit of Financial Statements Performed in Accordance with **Government Auditing Standards**

Independent Auditor's Report

Honorable Mayor and City Council City of Norman, Oklahoma Norman, Oklahoma

We have audited, in accordance with the auditing standards generally accepted in the United States of America and the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States (Government Auditing Standards), the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Norman, Oklahoma (the City), as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, and have issued our report thereon dated December 8, 2022.

Internal Control over Financial Reporting

In planning and performing our audit of the financial statements, we considered the City's internal control over financial reporting (internal control) as a basis for designing audit procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the City's internal control. Accordingly, we do not express an opinion on the effectiveness of the City's internal control.

A deficiency in internal control exists when the design or operation of a control does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, misstatements on a timely basis. A material weakness is a deficiency, or a combination of deficiencies, in internal control, such that there is a reasonable possibility that a material misstatement of the City's financial statements will not be prevented, or detected and corrected, on a timely basis. A significant deficiency is a deficiency, or a combination of deficiencies, in internal control that is less severe than a material weakness, yet important enough to merit attention by those charged with governance.

Our consideration of internal control was for the limited purpose described in the first paragraph of this section and was not designed to identify all deficiencies in internal control that might be material weaknesses or significant deficiencies. Given these limitations, during our audit we did not identify any deficiencies in internal control that we consider to be material weaknesses. However, material weaknesses or significant deficiencies may exist that were not identified.

Report on Compliance and Other Matters

As part of obtaining reasonable assurance about whether the City's financial statements are free from material misstatement, we performed tests of its compliance with certain provisions of laws, regulations, Honorable Mayor and City Council City of Norman, Oklahoma

contracts, and grant agreements, noncompliance with which could have a direct and material effect on the City's financial statements. However, providing an opinion on compliance with those provisions was not an objective of our audit and, accordingly, we do not express such an opinion. The results of our tests disclosed no instances of noncompliance or other matters that are required to be reported under *Government Auditing Standards*.

Purpose of This Report

The purpose of this report is solely to describe the scope of our testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance. This report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. Accordingly, this communication is not suitable for any other purpose.

FORVIS, LLP

Oklahoma City, Oklahoma December 8, 2022



Two Leadership Square South Tower, 211 N. Robinson Avenue, Suite 600 / Oklahoma City, OK 73102 **P** 405.606.2580 / **F** 405.600.9799

forvis.com

Report on Compliance for Each Major Federal Program; Report on Internal Control over Compliance; and Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

Independent Auditor's Report

Honorable Mayor and City Council City of Norman, Oklahoma Norman, Oklahoma

Report on Compliance for Each Major Federal Program

We have audited the City of Norman, Oklahoma's (the City) compliance with the types of compliance requirements identified as subject to audit in the OMB Compliance Supplement that could have a direct and material effect on each of the City's major federal programs for the year ended June 30, 2022. The City's major federal programs are identified in the "Summary of Auditor's Results" section of the accompanying schedule of findings and questioned costs.

In our opinion, the City complied, in all material respects, with the compliance requirements referred to above that could have a direct and material effect on each of its major federal programs for the year ended June 30, 2022.

Basis for Opinion on Each Major Federal Program

We conducted our audit of compliance in accordance with auditing standards generally accepted in the United States of America (GAAS); the standards applicable to financial audits contained in Government Auditing Standards, issued by the Comptroller General of the United States (Government Auditing Standards); and the audit requirements of Title 2 U.S. Code of Federal Regulations Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (Uniform Guidance). Our responsibilities under those standards and the Uniform Guidance are further described in the "Auditor's Responsibilities for the Audit of Compliance" section of our report.

We are required to be independent of the City and to meet our other ethical responsibilities, in accordance with relevant ethical requirements relating to our audit. We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our opinion on compliance for each major federal program. Our audit does not provide a legal determination of the City's compliance with the compliance requirements referred to above.

Responsibilities of Management for Compliance

Management is responsible for compliance with the requirements referred to above and for the design, implementation, and maintenance of effective internal control over compliance with the requirements of laws, statutes, regulations, rules, and provisions of contracts or grant agreements applicable to the City's federal programs.

Honorable Mayor and City Council City of Norman. Oklahoma

Auditor's Responsibilities for the Audit of Compliance

Our objectives are to obtain reasonable assurance about whether material noncompliance with the compliance requirements referred to above occurred, whether due to fraud or error, and express an opinion on the City's compliance based on our audit. Reasonable assurance is a high level of assurance but is not absolute assurance and, therefore, is not a guarantee that an audit conducted in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance will always detect material noncompliance when it exists. The risk of not detecting material noncompliance resulting from fraud is higher than for that resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal control. Noncompliance with the compliance requirements referred to above is considered material, if there is a substantial likelihood that, individually or in the aggregate, it would influence the judgment made by a reasonable user of the report on compliance about the City's compliance with the requirements of each major federal program as a whole.

In performing an audit in accordance with GAAS, *Government Auditing Standards*, and the Uniform Guidance, we:

- Exercise professional judgment and maintain professional skepticism throughout the audit.
- Identify and assess the risks of material noncompliance, whether due to fraud or error, and
 design and perform audit procedures responsive to those risks. Such procedures include
 examining, on a test basis, evidence regarding the City's compliance with the compliance
 requirements referred to above and performing such other procedures as we considered
 necessary in the circumstances.
- Obtain an understanding of the City's internal control over compliance relevant to the audit in
 order to design audit procedures that are appropriate in the circumstances and to test and report
 on internal control over compliance in accordance with the Uniform Guidance, but not for the
 purpose of expressing an opinion on the effectiveness of the City's internal control over
 compliance. Accordingly, no such opinion is expressed.

We are required to communicate with those charged with governance regarding, among other matters, the planned scope and timing of the audit and any significant deficiencies and material weaknesses in internal control over compliance that we identified during the audit.

Report on Internal Control over Compliance

A deficiency in internal control over compliance exists when the design or operation of a control over compliance does not allow management or employees, in the normal course of performing their assigned functions, to prevent, or detect and correct, noncompliance with a type of compliance requirement of a federal program on a timely basis. A material weakness in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance, such that there is a reasonable possibility that material noncompliance with a type of compliance requirement of a federal program will not be prevented, or detected and corrected, on a timely basis. A significant deficiency in internal control over compliance is a deficiency, or a combination of deficiencies, in internal control over compliance with a type of compliance requirement of a federal program that is less severe than a material weakness in internal control over compliance, yet important enough to merit attention by those charged with governance.

Our consideration of internal control over compliance was for the limited purpose described in the "Auditor's Responsibilities for the Audit of Compliance" section above and was not designed to identify all deficiencies in internal control over compliance that might be material weaknesses or significant deficiencies in internal control over compliance. Given these limitations, during our audit we did not identify any deficiencies in internal control over compliance that we consider to be material weaknesses,

Honorable Mayor and City Council City of Norman, Oklahoma

as defined above. However, material weaknesses or significant deficiencies in internal control over compliance may exist that were not identified.

Our audit was not designed for the purpose of expressing an opinion on the effectiveness of internal control over compliance. Accordingly, no such opinion is expressed.

The purpose of this report on internal control over compliance is solely to describe the scope of our testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance. Accordingly, this report is not suitable for any other purpose.

Report on Schedule of Expenditures of Federal Awards Required by the Uniform Guidance

We have audited the financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of and for the year ended June 30, 2022, and the related notes to the financial statements, which collectively comprise the City's basic financial statements. We have issued our report thereon dated December 8, 2022, which contained unmodified opinions on those financial statements. Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the basic financial statements. The accompanying schedule of expenditures of federal awards is presented for purposes of additional analysis as required by the Uniform Guidance and is not a required part of the basic financial statements. Such information is the responsibility of management and was derived from and relates directly to the underlying accounting and other records used to prepare the basic financial statements. The information has been subjected to the auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the schedule of expenditures of federal awards is fairly stated in all material respects in relation to the basic financial statements as a whole.

FORVIS, LLP

Oklahoma City, Oklahoma March 22, 2023

Schedule of Findings and Questioned Costs Year Ended June 30, 2022

Section I – Summary of Auditor's Results

Finan	cial	Ctata	monts

1.	Type of report the auditor issued on whether the financial statements audited were prepared in accordance with GAAP:								
	☐ Unmodified ☐ Qualified ☐ Adverse ☐ D	isclaimer							
2.	Internal control over financial reporting:								
	Significant deficiency(ies) identified?	Yes	None reported						
	Material weakness(es) identified?	Yes	No No						
3.	Noncompliance material to the financial statements noted?	Yes	No No						
Fede	eral Awards								
4.	Internal control over major federal awards programs:								
	Significant deficiency(ies) identified?	Yes	None reported						
	Material weakness(es) identified?	Yes	No No						
5.	Type of auditor's report issued on compliance for major federal p	rogram(s):							
	☐ Unmodified ☐ Qualified ☐ Adverse ☐ D	isclaimer							
6.	Any audit findings disclosed that are required to be reported by 2 CFR 200.516(a)?	Yes	⊠ No						
7.	Identification of major federal programs:								
As	sistance Listing Number(s) Name of Federal Progra	m or Cluster							
	14.218 CDBG – Entitlement Cluster	in or olusion							
	 20.507 Federal Transit Cluster 97.036 Disaster Grants – Public Assistance 								
8.	Dollar threshold used to distinguish between Type A and Type B	programs: \$750),000.						
9.	Auditee qualified as a low-risk auditee?	Yes	☐ No						

Schedule of Findings and Questioned Costs, continued Year Ended June 30, 2022

Section II – Financial Statement Findings

Reference	
Number	Finding

No matters are reportable.

Section III – Federal Award Findings and Questioned Costs

Reference	
Number	Finding

No matters are reportable.

Summary Schedule of Prior Audit Findings Year Ended June 30, 2022

Reference		
Number	Summary of Finding	Status

No matters are reportable.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Scott Aynes, Line Maintenance Division Manager

PRESENTER: Scott Aynes, Line Maintenance Division Manager

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION,

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

MAINTENANCE DIVISION.

BACKGROUND:

The Water Line Maintenance Division has over 42,000 water meters to maintain and over 600 miles of water distribution lines to keep operational. Copper meter yokes are used in connecting the water meter and residential service lines to the City water main. The high density polyethylene (HDPE) meter boxes with cast iron lids or anti-float lids are used to cover the water meter when installing a new meter service. Repair claims are used to repair rupture water mains and come in many lengths and diameters and are used according to the specific type and extent of the break.

Each year, funds are allocated in the amount of \$228,859 for Meter Sets-Repairs (account 31955251-43218), \$59,540 for repair clamps in Water and Sewer Supplies (account 31955251-43216) \$16,695 for Rock/Sand (account 31955251-43303), and \$7,500 for sod in Vegetative Cover (account 31955251-43225) to use for installation and repair of water meters, repairing of water line breaks, and ground restoration after the repair.

DISCUSSION:

Bid packets were sent out to ten (10) vendors, with six (6) companies submitting their sealed bid. The material needed to make repairs on the older water lines and to set new meters has increased in cost from 14% to 19% over the year. Bid 2223-45 provides competitive prices for the purchase, on an "as needed" basis for varied repair clamps, copper meter yokes for water meters, meter boxes with lids, and standalone lids. The attached bid tabulation provides a complete accounting of these bids.

RECOMMENDATION:

Staff recommends awarding Bid 2223-45 be awarded to the lowest and best bidders as follows:

Copper Meter Yokes for Water Meters – Awarded to American Waterworks Supply, Inc.

Repair Clamps (Category 1, V-XXI, XXIII-XXVII, XXXIX-XLVI) to Oklahoma Contractor's Supply, LLC

Repair Clamps (Category II and XXII) to Utility Technology Services

Repair Clamps (Category III and IV) to Core & Main

Meter Boxes with HDPE Cast Iron Lids to Core & Main

Meter Boxes with HDPE Anti-float Lids to Core & Main

HDPE Anti-Float Lids to Core & Main

Item 13.

LINE MAINTENANCE DIVISION - TABULATION OF BIDS

COPPER METER YOKES FOR METERS, REPAIR CLAMPS/SETTERS, METER BOXES WITHCAST IRON LIDS, HDPE METER BOXES WITHANTIFLOAT LIDS, HDPI ANTIFLOAT LIDS

BID #2223-45 FEBRUARY 23, 2023

	Pioneer Supply Moore, OK	Oklahoma Contractor's Supply LLC OKC, OK	Utility Technology Services OKC, OK	Ferguson OKC, OK	Core & Main OKC, OK	AMERICAN WATERWORKS SUPPLY, INC. Norman, OK
SECTION 1: Copper Meter Yokes	\$174.85	\$250.00	\$185.65	\$219.86	\$170.72	\$156.90
SECTION 1: Repair Clamps, Category 1	\$53.50	\$38.34	\$48.00	\$94.82	\$45.73	\$89.00
Category II	\$68.55	\$62.63	\$58.00	\$127.48	\$58.63	\$125.00
Category III	\$68.55	\$62.63	\$70.25	\$159.07	\$58.63	\$157.00
Category IV	\$105.20	\$95.59	\$95.50	\$252.67	\$89.95	\$249.00
Category V	\$79.95	\$59.46	\$72.00	\$190.35	\$71.87	\$191.00
Category VI	\$128.10	\$85.75	\$108.00	\$303.94	\$108.13	\$300.00
Category VII	\$141.05	\$101.48	\$127.00	\$335.22	\$120.62	\$331.00
Category VIII	\$221.55	\$138.70	\$185.00	\$505.65	\$184.64	\$495.00
Category IX	\$277.00	\$197.37	\$222.00	\$636.32	\$222.45	\$592.00
Category X	\$316.70	\$247.43	\$265.00	\$828.45	\$280.00	\$795.00
Category XI	\$93.45	\$76.76	\$84.25	\$223.05	\$79.93	\$220.00
Category XII	\$149.30	\$100.71	\$119.00	\$357.97	\$119.20	\$354.00
Category XIII	\$171.65	\$118.99	\$145.00	\$409.06	\$145.34	\$398.00
Category XIV	\$249.00	\$169.66	\$199.50	\$579.51	\$199.48	\$571.00
Category XV	\$368.15	\$301.46	\$330.50	\$951.24	\$314.78	\$906.00
Category XVI	\$262,25	\$152.54	\$197.00	\$611.13	\$196.48	\$695.00

LINE MAINTENANCE DIVISION – TABULATION OF BIDS

COPPER METER YOKES FOR METERS, REPAIR CLAMPS/SETTERS, METER BOXES WITHCAST IRON LIDS, HDPE METER BOXES WITHANTIFLOAT LIDS, HDPI ANTIFLOAT LIDS

BID #2223-45 FEBRUARY 23, 2023

	Pioneer Supply Moore, OK	Oklahoma Contractor's Supply LLC OKC, OK	Utility Technology Services OKC, OK	Ferguson OKC, OK	Core & Main OKC, OK	American Waterwork Supply Inc. Norman, OK
Category XVII	\$358.40	\$202.56	\$255.00	\$848.69	\$254.24	\$793.00
Category XVIII	\$429.35	\$283.57	\$350.00	\$1,007.95	\$349.79	\$997.00
Category XIX	\$503.40	\$369.75	\$397.00	\$1,438.67	\$418.87	\$1,395.00
Category XX	No Bid	\$297.61	\$378.00	\$1,615.38	\$454.77	\$1,653.00
Category XXI	\$906.85	\$319.55	\$421.00	\$2,067.30	\$470.59	\$2,060.00
Category XXII	\$1,712.70	\$458.24	\$671.50	\$3,181.65	\$807.49	\$3,062.00
Category XXIII	No bid	\$665.59	\$1200.00	\$4,398.01	\$1,339.35	\$4,398.00
Category XXIV	No bid	\$1,227.21	\$2,256.50	\$8,958.86	\$2,117.67	\$8957.00
Category XXV	No bid	\$1,107.99	\$2,052.00	\$7,521.96	\$2,294.12	\$7,521.00
Category XXVI	No bid	\$1,369.41	\$2,052.00	\$10,029.22	\$2,975.00	\$10,028.00
Category XXVII	No bid	\$1,483.79	\$3,000.00	\$14,893.24	\$3,875.00	\$14,934.00
Category XXVIII	No bid	\$1,698.26	No bid	\$21,381,17	No bid	\$20,256.00
Category XXIX	\$82.10	\$51.83	\$67.25	\$160.52	\$79.89	\$158.00
Category XXX	\$118.35	\$79.34	\$90.50	\$280.76	\$107.28	\$277.00
Category XXXI	\$82.10	\$51.83	\$67.50	\$160.52	\$79.89	\$158.00
Category XXXII	\$118.35	\$79.35	\$90.50	\$280.76	\$107.28	\$277.00
Category XXXIII	\$97.45	\$76.13	\$87.50	\$224.78	\$113.16	\$222.00

LINE MAINTENANCE DIVISION – TABULATION OF BIDS

COPPER METER YOKES FOR METERS, REPAIR CLAMPS/SETTERS, METER BOXES WITHCAST IRON LIDS, HDPE METER BOXES WITHANTIFLOAT LIDS, HDPI ANTIFLOAT LIDS BID #2223-45 FEBRUARY 23, 2023

		ı			-1.	
	Pioneer Supply Moore, OK	Oklahoma Contractor's Supply LLC OKC, OK	Utility Technology Services OKC, OK	Ferguson OKC, OK	Core & Main OKC, OK	American Waterwork Supply Inc. Norman, OK
Category XXXIV	\$134.90	\$109.09	\$114.00	\$318.39	\$137.97	\$296.00
Category XXXV	\$97.45	\$76.13	\$87.50	\$224.78	\$113.16	\$222.00
Category XXXVI	\$134.90	\$109.09	\$114.00	\$318.39	\$137.97	\$296.00
Category XXVII	\$109.15	\$72.95	\$93.00	\$256.07	\$110.13	\$253.00
Category XXVIII	\$171.55	\$114.97	\$141.50	\$400.93	\$167.95	\$396.00
Category XXXIX	\$109.15	\$72.95	\$93.00	\$256.07	\$110.13	\$253.00
Category XL	\$171.55	\$114.97	\$141.50	\$400.93	\$167.95	\$396.00
Category XLI	\$122.95	\$88.95	\$104.00	\$288.75	\$134.24	\$284.00
Category XLII	\$202.75	\$132.48	\$165.50	\$474.77	\$212.42	\$467.00
Category XLIII	\$122.95	\$89.95	\$104.00	\$288.75	\$134.24	\$279.00
Category XLIV	\$202.75	\$132.48	\$165.50	\$288.75	\$212.42	\$467.00
Category XLV	\$295.35	\$166.04	\$208.00	\$676.83	\$246.83	\$669.00
Category XLVI	\$295.35	\$166.04	\$208.00	\$676.83	\$246.83	\$669.00
Section I: Meter Boxes w/cast iron lid	No bid	\$135.00	\$130.00	\$128.66	\$114.36	\$179.00
Meter Boxes w/ HDPE Antifloat lids	No bid	\$130.00	\$90.00	\$88.39	\$86.43	\$160.00
HDPE antifloat lids	No bid	\$35.00	\$29.00	\$29.39	\$28.74	\$49.00

LINE MAINTENANCE DIVISION – TABULATION OF BIDS

COPPER METER YOKES FOR METERS, REPAIR CLAMPS/SETTERS, METER BOXES WITHCAST IRON LIDS, HDPE METER BOXES WITHANTIFLOAT LIDS, HDPI ANTIFLOAT LIDS BID #2223-45 FEBRUARY 23, 2023

	Pioneer Supply Moore, OK	Oklahoma Contractor's Supply LLC OKC, OK	Utility Technology Services OKC, OK	Ferguson OKC, OK	Core & Main OKC, OK	American Waterwork Supply Inc. Norman, OK
Section I: Cold Water Meters 5/8"x3/4" Cold Water Meters	No bid	No bid	\$111.11	No Bid	\$77.65	No bid
1" Cold Water Meters	No bid	No bid	\$172.22	No bid	\$212.35	No bid
1 ½" Cold Water Meters	No bid	No bid	\$400.00	No bid	\$551.25	No bid
2" Compound Meters	No bid	No bid	\$1,145.00	No bid	\$1875.00	No bid
2" Cold Water Meters	No bid	No bid	\$461.11	No bid	\$723.75	No bid
2" Turbine Meters	No bid	No bid	\$805.00	No bid	\$843.34	No bid
3" Compound Merters	No bid	No bid	\$1,450.00	No bid	\$2,704.00	No bid
3" Turbine Meters	No bid	No bid	\$972.22	No bid	\$1,513.34	No bid
3" Fire Hydrant Meters	No bid	No bid	\$1,480.00	No bid	\$1502.50	No bid
4" Compound Meters	No bid	No bid	\$2,515.00	No bid	\$3,375.00	No bid
4" Turbine Meters	No bid	No bid	\$1,894.44	No bid	\$1,733.34	No bid
6" Compound Meters	No bid	No bid	\$4,370.00	No bid	\$6,357.14	No bid
6" Turbine Meters	No bid	No bid	\$3,411.11	No bid	\$3,500.00	No bid

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Scott Aynes, Line Maintenance Manager

PRESENTER: Scott Aynes, Line Maintenance Manager

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF BID-2223-46: SUBMITTED BY MEYER DIRT WORK FOR THE REPAIR OF CONCRETE

FOR THE LINE MAINTENANCE DIVISION.

BACKGROUND:

Line Maintenance Division at times encounter water main breaks under all types of concrete. Awarding this bid will allow the Division to get damaged concrete repaired in a professional and timely manner for the citizens of Norman.

DISCUSSION:

Bid 2223-46 provides competitive prices for the repair of damaged concrete, on an "as needed" basis. Three (3) vendors were invited to bid: one bidder responded. Publication of this contract ran two weeks consecutive in the Norman Transcript on February 16 and 23, 2023. Bids were opened on March 16, 2023. The attached bid tabulation provides a complete accounting of these bids. Funding for this contract will be from Maint & Repair Contract Concrete (Account 31955251-44237) with an account amount of \$52,500.

RECOMMENDATION:

It is recommended that Bid 2223-46 be awarded to Meyer Dirt Work as the lowest and best bidder meeting specifications.

LINE MAINTENANCE DIVISION – TABULATION OF BIDS CONCRETE

BID 2223-46

MARCH 16, 2023

	· · · · · · · · · · · · · · · · · · ·	T	 	 1
BIDDER NAME:	MEYER DIRT WORK, NORMAN, OK			
1. Sidewalks	\$7.00 sq. ft.			
2. Curbs	\$9.00 per ft.			
3. Driveways 3000 PSI High- Early Strength	\$9.75 sq. ft.			
4. Roadways 3000 PSI	\$8.00 sq. ft.			
5. Roadway 3000 PSI Fast-Track	\$9.75 sq. ft.		-	
6. Traffic Plan	\$15.00 per plan			

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Scott Aynes, Line Maintenance Division Manager

PRESENTER: Scott Aynes, Line Maintenance Division Manager

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-47: FOR THE PURCHASE OF 1-1/2-INCH AGGREGATE MATERIAL TO HILLIS

SERVICES, L.L.C., IN THE AMOUNT OF \$21.50 PER TON.

BACKGROUND:

The Water Line Maintenance Division has over 42,000 water meters to maintain and over 600 miles of water distribution lines to keep operational. Aggregate materials such as rock and sand are used for pipe bedding and are used as select backfill materials for excavations. This practice is in keeping with standards from ASTM, OSHA, AWWA and other professional organizations and complies with standards set forth in the City's Engineering Design Criteria. Purchases will be made in FYE24. Each year, funds are allocated in the amount of \$16,695 for Const Mat-Rock and Sand (account 31955251-43303).

DISCUSSION:

Bid 2223-47 provides for competitive bid on the subject materials. Bids were opened February 23, 2023. Bid packets were sent out to nine (9)) vendors, with three (3) vendors submitting their sealed bid. The increase of price per ton has increased 12% over last year.

RECOMMENDATION:

Staff recommends awarding Bid 2223-47 to Hillis Services, LLC for 1 $\frac{1}{2}$ aggregate material at a price per ton of \$21.50.

LINE MAINTENANCE DIVISION – TABULATION OF BIDS

Aggregate Material 1 ½" Gravel Bid 2223-47 February 23, 2023

	Magerus Trucking Co, Inc., OKC, OK	Brown Transportation Ardmore, Ok	Hillis Services LLC Wayne, OK		
1 ½" Aggregate Base - Gravel	\$23.48 Per Ton	\$28.00 Per Ton	\$21.50 Per Ton		

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/23

REQUESTER: Katherine Coffin

PRESENTER: Dennis Davis, Traffic Control Supervisor

ITEM TITLE: CONSIDERATION OF AWARD, APPROVAL, ACCEPTANCE,

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

BACKGROUND:

The Traffic Control Division is responsible for the installation and maintenance of pavement markings on more than 200 miles of public roadways within the corporate limits of the City of Norman. Four primary types of materials are utilized for this purpose, waterborne paint, thermoplastic, multi-polymer, and raised pavement markers. City forces concentrate most of their efforts on the application of waterborne paint while private contractors do the majority of the thermoplastic and multi-polymer markings, and all of the raised pavement markers.

City staff and equipment are used each year to provide pavement markings on approximately 100 miles of rural roadways as well as numerous crosswalks and stop bars in the urban area, including painted curbs at many of the intersections near the University of Oklahoma Campus. This work is accomplished with an annual budget of \$50,920 for materials (e.g., paint and glass beads), the salary and benefits of a four-person crew and the equipment cost associated with the use of one striping truck and one support vehicle.

The City has also been successful in securing federal funds through the Association of Central Oklahoma Governments that pay for 100% of the cost to stripe urban roadways over the past seven years. The typical project cost has been approximately \$200,000, and has included the application of centerlines, edge lines, crosswalks, stop bars, arrows, bicycle lanes and other markings on two to three miles of urban arterial roadways.

Annually, this contract is sent to multiple contractors capable of fulfilling the contract requirements. Often, the bid results in only a single bid. Equally often, the lone bidder is Action Safety Supply Company. Fortunately, Action Safety Supply Company is also on the state contract, and the City has used their services for many years. As such, staff is confident in the abilities of Action Safety Supply Company to fulfill the requirements of this Bid.

In addition, the City uses private striping contractors for the application of markings on most of the urban roadways and the higher volume rural streets. For instance, during the last twelve months, private contractors applied approximately 60,000 feet of four-inch wide stripe, 4,000 feet of 6-inch wide stripe, 1,600 feet of 24-inch wide stripe, nearly 100 left turn arrows and the removal of 25,000 feet of 4-inch stripe, for a total cost of approximately \$65,000.

The total estimated value of the pavement markings that have been applied throughout the City exceeds \$ 2.5 million. Depending on the material, applications can last anywhere between one and six years. The attached maps depict the roadways that are currently striped in the City. In order to expedite and streamline the process involved in the application of markings by private contractors, staff developed specifications for an annual contract that gives the Public Works Department a dependable source for the installation of markings at guaranteed unit prices. This item asks Council to consider approving a contract and awarding a bid for the accomplishment of this work for the remainder of the fiscal year and the first half of the next fiscal year.

DISCUSSION:

The specifications have two distinct sections: Section I for the installation of thermoplastic and multi-polymer markings, and for the removal of existing pavement markings, and Section II for the installation of raised pavement markers. Bidders were asked to submit unit prices on individual items within each section based upon the estimated quantities that were provided.

Bid 2223-52 was opened on Thursday, February 23, 2023, and will provide contractors that can be available to install thermoplastic and multi-polymer striping and raised pavement markers to the City on an as needed basis. Bids were received from one of the six companies who were sent bid packages. The only bidder for Section I, Thermoplastic and Multi-Polymer Pavement Markings and for Section II, Raised Pavement Markers, is Action Safety Supply Company of Oklahoma City, OK.

Staff will closely monitor expenditures for these items, and will adjust quantities as necessary to remain within the budgeted amount. Most of these contracted pavement markings will be installed at locations where markings no longer have nighttime retro-reflectivity. Specific locations will be chosen based on the level of wear, wintertime damage due to snow plowing operations, and the amount of supplemental funding secured through the Association of Central Oklahoma Governments (ACOG). The majority of the work will be completed during the months of May through October of 2023.

The following funds are currently available in FYE 2023 and anticipated in FYE 2024:

FYE 2023:

\$90,686 from General Fund, Pavement Marking (10550223-44235) \$100,000+ from Capital Fund, Street Striping (50594406-46101; project TC-0270)

Proposed for FYE 2024:

\$90,686 from General Fund, Pavement Marking (10550223-44235)

\$100,000+ from Capital Fund, Street Striping (50594406-46101; project TC-0270)

Other Departments and Divisions in the City use the services of the selected contractor to apply markings after a street overlay or a water line installation.

RECOMMENDATION:

Staff recommends that Bid 2223-52 (Sections I and II) be awarded to Action Safety Supply Company, (Oklahoma City, Oklahoma) as the bidder meeting specifications.

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SECTION ONE - PAVEMENT MARKINGS #2223-52

			Action Safety Supply Oklahoma City, OK			RCC Traffic, LLC Oklahoma City, OK Direct Traffic Control, Inc.		Systems Inc		customerservice@ pottersbeads.com		1	onp@ ing.com			
			Pla	stic	Multi	Multi-Polymer		Multi- Polymer	Plastic	Multi- Polymer	Plastic	Multi- Polymer	Plastic	Multi- Polymer	Plastic	Multi- Polymer
	ITEM	ESTIMATED QUANTITY	PRICE	TOTAL	PRICE	TOTAL	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
×	Pavement Markings						9		-			10 800	1000 Sep 57	1		
Α	4" Wide Line (LF)	70,000	\$0.65	\$45,500.00	\$1.00	\$70,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
В	4" Wide Line BLACK (LF)	10,000	NA	NA	\$3.00	\$22,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
С	6" Wide Line (LF)	40,000	\$0.68	\$27,200.00	\$1.50	\$60,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
D	6" Wide Line BLACK (LF)	10,000	NA	NA	\$6.00	\$50,000.00	No Bid	No Bid	No Bid	· No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Е	8" Wide Line (LF)	3,000	\$0.75	\$2,250.00	\$2.00	\$6,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
F	12" Wide Line (LF)	500	\$1.00	\$500.00	\$3.25	\$1,625.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
G	24" Wide Line (LF)	4,000	\$5.00	\$20,000.00	\$10.00	\$40,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Н	ONLY 8ft X 5.9ft (EA)	10	\$40.00	\$400.00	\$40.00	\$400.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
1	Grade Crossing (RXR) 8ft X 20ft (EA)	10	\$250.00	\$2,500.00	\$250.00	\$2,500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
J	Turn Lane-Use Arrow 8ft (EA)	60	\$70.00	\$4,200.00	\$70.00	\$4,200.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
ĸ	Through Lane-Use Arrow 9.5ft (EA)	10	\$70.00	\$700.00	\$70.00	\$700.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
L	Turn and Through-Lane Use Arrow (EA)	10	\$100.00	\$1,000.00	\$100.00	\$1,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
М	Speed Hump Markings (EA)	100	\$125.00	\$12,500.00	\$100.00	\$10,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
N	Bicycle Lane Markings (EA)	60	\$300.00	\$18,000.00	\$300.00	\$18,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
0	Shared Lane Markings (EA)	40	\$300.00	\$12,000.00	\$300.00	\$12,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Р	Yield Line Marking 12in x 18in segment (MUTCD Fig 3B- 16(a))	60	\$20.00	\$1,200.00	\$20.00	\$1,200.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
Q	Yield Line Marking 24in x 36in segment (MUTCD Fig 3B- 16(b))	30	\$25.00	\$750.00	\$25.00	\$750.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
R	Two-Lane SCHOOL Marking (MUTCD Fig 7C-1)	4	\$310.00	\$1,240.00	\$310.00	\$1,240.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
-		(0)	<u> </u>			ananaihilitfit	0.0001	<u> </u>								
	Thermoplastic Removal Removal of pavement markings based on a 4" wide								11	707.3200		No Pid	No Die	N. BU	No Bid	No Did
S	line per linear foot	75,000	\$1.00	\$75,000.00	\$1.00	\$75,000.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	INO BIG	No Bid
Т	Removal of "Arrow" pavement marking symbol	50	\$25.00	\$1,250.00	\$25.00	\$1,250.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid
U	Removal of "Only" pavement marking legend	20	\$25.00	\$500.00	\$25.00	\$500.00	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid	No Bid

\$226,690.00

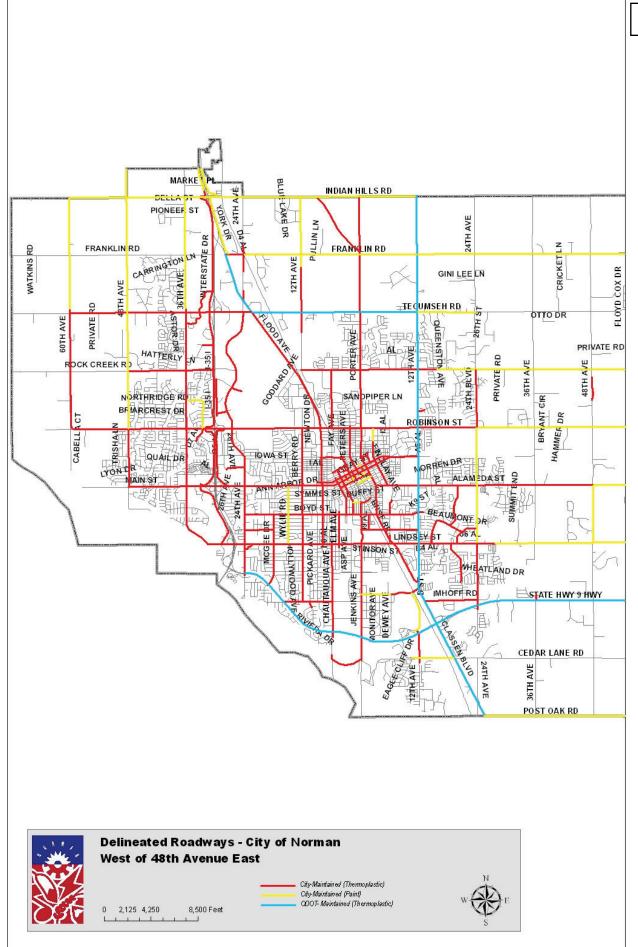
GRAND TOTAL

\$378,865.00

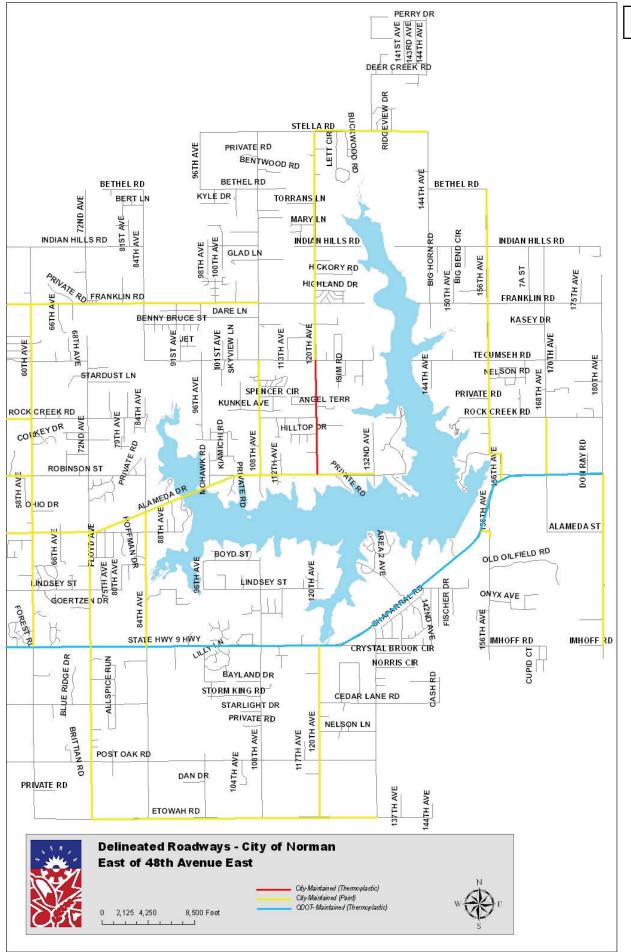
Item 16.

SECTION TWO - RAISED PAVEMENT MARKERS - CLASS C BID 2223-52

		A	CTION SAFE Oklahoma			11/2/20/20/20/20/20	affic, LLC Ok (Rudy Const		city, OK	DIRECT TR	AFFIC CONTROL, INC.		raffic Systems, Inc. noma City, OK	customerserv	om om	sharon	p@eplanning.com
		PI	astic	Multi-l	Polymer	Pla	astic	Multi-F	Polymer	Plastic	Multi-Polymer	Plastic	Multi-Polymer	Plastic	Multi-Polymer	Plastic	Multi-Polymer
ITEM	QUANTITY	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL	PRICE	TOTAL		NO BID		NO BID		NO BID		NO BID
A.) Installation of Ennis- Flint Model 201	TOTAL TOTAL CONTRACTOR	\$30.00	2 500 500			\$100.00	\$40,000.00	_		NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
B.) Replacement of lens Ennis-Flint Model 201	50	\$10.00	\$500.00			\$20.00	\$1,000.00			NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID	NO BID
GRAND TOTAL	-		\$17,300.00				\$41,000.00				,						



Item 16.



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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Anais Starr

PRESENTER: Jane Hudson, Director of Planning

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

REJECTION OF SUBMISSION OF THE CERTIFIED LOCAL GOVERNMENTS (CLG) PROGRAM 2023-2024 APPLICATION FOR FUNDING IN THE AMOUNT OF \$18,735 TO BE SUBMITTED TO THE

OKLAHOMA STATE HISTORIC PRESERVATION OFFICE.

BACKGROUND:

On April 14, 1998, Council approved Contract K-9798-108 with the State Historic Preservation Office (SHPO), making Norman a member city in the Certified Local Governments (CLG) Program. The CLG Program is part of the U.S. Department of the Interior's national program for development and support of local historic preservation programs. Since its initial participation in 1999, the City of Norman has received an approximate annual average allocation of \$12,000 in CLG grant funds. Over the 24 years that the City has participated in the CLG program, the City has received over \$250,000 in funding. In February, SHPO notified the City of Norman that the City was eligible to apply for \$18,375 in CLG funding for the 2023-2024 program year.

Designation as a CLG city recognizes Norman's historic preservation efforts and entitles the City to apply for a portion of the education/outreach funding set aside by the SHPO out of each year's budget. Funding is intended for historic research, public education and outreach programs. Over the past 25 years, Norman's CLG funding has created historic preservation educational materials, conducted historic architectural surveys, and hosted free hands-on historic home repair workshops.

DISCUSSION:

In conversations with the State Historic Preservation Office and the Historic District Commission, City Staff has developed suggested projects for 23-24 CLG funds. With Historic District Commission approval, staff prepared a funding application that includes project descriptions and a budget showing \$18,375 in proposed expenditures of CLG funds and documentation of matching funds. On March 6, 2023, the Historic District Commission recommended approval of the CLG Grant Application projects described below.

The attached CLG application contains proposed historic preservation projects for the fiscal year 2023-2024 (FY 23-24) Program for consideration by City Council and the State Historic Preservation Office.

The CLG Program requires a 60/40 in-kind match. In order to receive \$18,375 in CLG grant funds, the City must document a minimum of \$10,050 in matching funds or in-kind contributions of staff time. Typically, matching funds are primarily derived by in-kind contributions of staff time and by the annual \$2,200 (account 010-4080-419.40-03) contribution from the City of Norman General Fund.

CLG 2023-2024 PROJECTS AND BUDGET:

PROJECT 1: Educational Training - \$2,700

Training in the form of attendance at an annual preservation/planning conference is strongly encouraged by SHPO for staff and commissioners of all CLG participant cities. Usually staff/Commission attend a national or regional one, two or three-day conference. Staff is anticipating an in-person conference attendance in 2023-2024. A total budget of \$2,700 includes registration fees and, if needed, travel expenses and lodging.

PROJECT 2: Memberships Dues for NAPC - \$150

Membership dues for Historic District Commissioners and staff to the National Alliance of Preservation Commission. Total budget of \$150 would provide membership for all Commissioners and staff.

PROJECT 3: Maintenance of Historic Tour Mobile App \$1,725

This project is the maintenance fee associated with the historic tour mobile app which is currently being developed by a mobile app contractor. The current historic tour app being developed is comprised of all structures listed on the National Register of Historic Places located in downtown Norman. Once the historic tour app is established, the mobile app contractor requires an annual maintenance fee to continue hosting the historic app. A total budget of \$1,725 is proposed for this project.

PROJECT 4: Development of Southridge Historic Walking Tour Mobile App \$2,000

This project will develop a historic tour mobile app of the structures listed on the National Register of Historic Places in the Southridge Historic District. The mobile app contractor will be engaged to develop and launch this tour app, while staff will provide the historical information regarding the structures. The \$1,500 includes the anticipated expense of hiring a contractor to execute a historic tour mobile app and \$500 is allocated for any necessary hardware or software that may be needed to assist with this project. A total budget of \$2,000 is proposed for this project.

PROJECT 5: Window and Wall Repair Workshop at the Moore-Lindsay Historic Museum House \$10,000

This project will offer both a one-day Wall Repair Workshop and a two-day Window Workshop at the Moore-Lindsay House. The carriage house located on the Moore-Lindsay House property will be utilized to execute these workshops. This will allow for the restoration of this deteriorated historic structure while providing hands-on instruction in proper maintenance practices. The one-day Wall Repair Workshop is anticipated to cost \$3,500 while the two-day Window Repair

Workshop is anticipated to cost \$6,500. A total budget of \$10,000 is proposed for these two project.

PROJECT 6: Quarterly Education Postcard - \$1,800

Educational postcards will be mailed quarterly to each property owner in the three designated Historic Districts. The postcards will remind property owners that they live in a historic district, which requires that exterior modifications and repairs adhere to Preservation Guidelines. This will also provide an opportunity to pass along any current information that impacts the Historic Districts, such as available workshops. QR codes and website links to the Historic Preservation webpage will be included on the postcards along with staff contact information. A total budget of \$1,800 would cover the cost of designing, mailing and printing for this project.

TOTAL BUDGET OF CLG FUNDS - \$18,375

RECOMMENDATION:

The Historic District Commission reviewed and approved the proposed projects for the CLG 2023-2024 Grant Application for Funding. Staff reviewed the proposed CLG 2023-2024 Grant Application for Funding and recommends authorizing the submission of the Certified Local Government Program application to the State Historic Preservation Office in the amount of \$18,375. Upon notification of funding award, staff will forward any associated contract document to the City Council for approval, including a request to appropriate the approved contract amount. CLG funds are anticipated to be available July 1, 2023.



CERTIFIED LOCAL GOVERNMENTS (CLG) APPLICATION

O'1 (N)	
CLG (City): City of Norman	_FEI Number: 73-6005353
CLG Contact: Anais Starr	Title: Planner II
Address: 225 N Webster Ave, N	orman OK 73069
Phone: 405366-5392 Email: ana	ais.starr@normanok.go
Population Based on Most Current Census:	Census Year:
US Congressional District: 4	
State House District: 44,45,46&53 State	Senate District: <u>15,16,17</u>
Was the public involved in the development of this app	lication? Yes X No
In what way? Discussion of potential CLG grant projects was held at regularly scheduled	
Authorized CLG Representative Signature	Date
-	
Authorized CLG Representative Signature Anais Starr Printed Name	Date Planner II Title
Anais Starr	Planner II Title rtify that the local historic preservation ated in the development of this application
Anais Starr Printed Name Local Preservation Commission Chairman: I hereby ce commission established by city ordinance has participa and considers the activities described herein to be imp	Planner II Title rtify that the local historic preservation ated in the development of this application
Anais Starr Printed Name Local Preservation Commission Chairman: I hereby ce commission established by city ordinance has participa and considers the activities described herein to be implocal preservation program.	Planner II Title rtify that the local historic preservation ated in the development of this application fortant to the continued development of o



SECTION II: PROJECT WORK TO BE COMPLETED

Α.	<u>Na</u>	National Register of Historic Places (NRHP)			
	1.	. Does the CLG plan to prepare NRHP nomination	on(s)? Yes	S	NoX
		Individual Hov	w Many?		
		District Hov	w Many?		
	2.	 Name and address of individual nomination(s) nomination(s). 	·		·
	3.	3. SHPO staff has determined the property or dis	strict eligib	le for the N	RHP
	4.	l. Who will conduct the work?Con	ısultant		In-house Staf
В.	<u>Su</u>	<u>Survey</u>			
	1.	. Does the CLG plan to prepare a survey(s)? Ye	esN	No X	_
		Type:ArchitecturalThe	matic		Archeological
		Level:IntensiveRec	onnaissanc	e (archeolog	ical only)
	2.	2. What is the name of the area being surveyed?			
	3.	B. Boundary of survey area. Include map.			
	4.	4. What is the estimated number of sites to be do	ocumented ^o	?	_
	5.	6. How many acres are included within the boun	daries of th	ie survey ar	ea?
	6.	6. Who will conduct the work?Consultan	t _	In-ho	ouse Staff



C.	Pre	<u>eservation Planning</u>								
	1.	Does the CLG plan to prepare or update any of the following: YesNo X								
		Preservation Plan Design Guidelines								
		Historic Context (outside of a survey)								
		Other (describe)								
	2.	Will this work be new or an update? NewUpdate								
	3.	If preparing a historic context, list topic(s).								
	1	Who will conduct the work?ConsultantIn-house Staff								
	4.	who will conduct the work:Consultantni-nouse stair								
D.	<u>Pu</u>	blications and Digital Media								
	1.	Does the CLG plan to develop publications or digital media? Yes $\underline{\hspace{1cm}}$ No $\underline{\hspace{1cm}}$								
		HP Website X _Cell Phone Tour								
		Activity/Youth BookBrochure/Map (map must be in addition to digital)								
		Door Hangers/Yard Signs X Pamphlets								
		DVD/CDReprints of Existing Publications								
		X Maintenance of Digital Media (website, cell phone app, etc.)								
		Other (describe)								
	2.	Provide the proposed title(s) of publication(s) and a summary of the subject matter. <u>Tour App Maintenance fee. Southridge Tour Historc App of Southridge NRHP structures.</u>								
		Quarterly Postcards to Historic District Property Owners.								
	2	Who will conduct the work? X Consultant In-house Staff								



E. <u>Educational Programs</u>										
	1.	Does the CLG plan to present workshop(s) or other educational events?								
		Yes X No								
		X Workshop Type? Window and Exterior Wall Repair Workshops Type? Workshop Type?								
		Event Description?								
	2.	Who will conduct the work? X_ConsultantIn-house Staff								
F.	<u>Tra</u>	aining, Memberships, Supplies, and Other								
	1. CLG plans to send staff or commission members for training. X Pre-approved training opportunities include PastForward, NAPC Forum, National Preservatio Institute trainings, and NPS/CLG-sponsored trainings. All other trainings must receive prior approval from SHPO staff via email.									
	2. CLG plans to pay for updates of memberships as approved by the SHPO. X Pre-approved memberships include National Alliance of Preservation Commissions, National Historic Preservation, and Preservation Oklahoma, Inc. All other memberships must receive prapproval from SHPO staff via email.									
	3.	CLG plans to pay for supplies as needed by the HP staff								
	4.	CLG plans to complete a different type of project, described below.								



SECTION III: PROJECT BUDGET

Total CLG Funds Requested	\$ <u>18,375.00</u>	60%
Total Nonfederal Match	\$ <u>12,250</u>	40%
Total Project Cost	\$ 30,625	100%

REMINDER: In most cases, a 60/40 match is required. This means the federal share will be 60% of the total project costs and the nonfederal matching share will be 40% of the total project costs. An easy way to calculate the required 40% is to take the allocated amount, multiply by 40 and divide by 60 (\$4,500 x 40 / 60 = \$3,000; Total project cost is \$7,500).

All three budget sections must be completed: Budget Summary, Itemized Budget, and Matching Share Disclosure Form. Failure to complete any of the three sections will be considered an incomplete application.

BUDGET SUMMARY						
CATEGORY	FEDERAL FUNDING	NONFEDERAL MATCH	TOTAL			
Personnel	0	10,050	10,050			
Consultant	13,225	0	13,225			
Printing	800	0	800			
Postage	1,000	0	1,000			
Supplies	500	0	500			
Travel/Training	2,700	0	2,700			
Other *	150	0	150			
*		2,200	2,200			
*		,	,			
Total	18,375	12,250	30,625			

^{*} Specify what is being included in the "Other" category or additional categories:

National Alliance of Preservation Commission Membership dues for the Commission and Staff.

2,200 from City of Norman General Fund is provided as match. It will be utilized for expenses not covered by CLG grant funds.

Note: If you are applying an indirect cost rate, please contact the SHPO for more details.



ITEMIZED BUDGET

Provide a detailed cost breakdown of each category in the budget summary. All personnel involved must be listed with name, staff position, and hourly rate of pay.

Personnel:

Non-federal Match - \$10,050

Anais Starr, Historic Preservation Officer – 3.4 hrs./52 wks. at \$56.85/hr. Whitney Kline, Administrative Technician – 1.51 hrs./52 wks. at \$31.84/hr.

Fringe: \$0 Supplies: \$0

Equipment: \$0 Travel/Training:

Attendance/Participation at a Planning/Preservation Conferences for Staff/Commissioners

CLG Funding-\$2,700 Non-federal match - \$0

Contractual:

Walking Tour App Maintenance Fee

CLG Funding-\$1,725 Non-federal match - \$0

Walking Tour App Contractor

CLG Funding-\$1,500

Non-federal match - \$0

Window Repair Workshop (Moore-Lindsay House)

CLG Funding-\$6,500 Non-federal match - \$0

Wall Repair Workshop (Moore-Lindsay House)

CLG Funding-\$3,500 Non-federal match - \$0

Supplies:

Southridge Tour App - Software/Hardware

CLG Funding-\$500

Non-federal match - \$0

Printing:

Quarterly Postcard Project CLG Funding- \$800 Non-federal match - \$0

Postage:

Quarterly Postcard Project CLG Funding- \$1,000 Non-federal match - \$0

Other:

NAPC Membership Renewal CLG Funding- \$150

MATCHING SHARE DISCLOSURE FORM

Provide a complete disclosure of the matching share on the form below; there are multiple sections, but only one may be necessary. If personnel costs are included as matching share, include staff position and hourly rate of pay for each person.

Donor = agency or organization providing the matching share Source = where the match was obtained; may be "same as donor" Kind = what type of match is being used – cash or donated services Amount = dollar value of the contribution

Examples:	Donor: City of SHPO	Donor: City of SHPO
_	Source: Personnel	Source: General Fund
	Kind: In-kind	Kind: Cash

Amount: \$3,500 Amount: \$2,000 Staff Position: Admin. Asst. Staff Position: N/A Hourly Rate: \$12.50/hr. Hourly Rate: N/A

Donor: Source: Kind: Amount: Staff Position: Hourly Rate:	City of Norman Personnel In-kind \$7,537.50 Historic Preservation Officer \$56.85	Donor: Source: Kind: Amount: Staff Position: Hourly Rate:	City of Norman Personnel In-kind \$2,512.50 Administrative Tech III \$31.89
Donor: Source: Kind: Amount: Staff Position: Hourly Rate:	City of Norman General Fund Cash \$2,200 N/A N/A	Donor: Source: Kind: Amount: Staff Position: Hourly Rate:	
Donor: Source: Kind: Amount: Staff Position: Hourly Rate:		Donor: Source: Kind: Amount: Staff Position: Hourly Rate:	
Donor: Source: Kind: Amount: Staff Position: Hourly Rate:		Donor: Source: Kind: Amount: Staff Position:	



PROJECT SCHEDULE

List by project; see examples. It is not necessary to includes dates of purchases of supplies or renewals of memberships. Project schedule dates may be adjusted in consultation with the applicant in the final contract to accommodate for staff review times.

Preferred Contract Start Date: July 1, ending June 30

(Examples: July 1, ending June 30; September 1, ending August 31; September 30, ending September 29)

Examples:

Survey - begin August 2023, send draft to SHPO by February of 2024, send second draft to SHPO by March 2024, send final to SHPO by May 2024

Kids Activity Book - begin October 2023, send first draft to SHPO by January 2024, send final draft to SHPO by March 2024, publish with SHPO approval in May 2024

Workshop – coordinate date with presenter November 2023, provide SHPO with topic and dates and reserve space in December 2023, present workshop in late summer 2024

Window and Wall Repair Workshops - Coordinate date of workshop with consultant & Moore-Lindsay House Museum in July, 2023. Provide topics and reserve space by August 2023, present workshop September/October 2023.

Southridge Historic Tour App - Review and select material for utilization in the development of tour app and sign contract agreement with existing tour app contractor in November/December 2023. Spring of 2023 work with tour app contractor to develop Southridge tour app. Southrigde tour app launched May 2023.

Quarterly Postcards - In July/August 2023, prepare and mail first postcard highlighting workshops to be held in fall of 2023. Prepare and mail second postcard with general Historic District information in January 2024. Prepare and mail third postcard with general Historic District information in March 2024. Prepare and mail fourth postcard in May 2024 with information regarding the launch of Southridge Historic Tour App.

Staff attends American Planning Association Conference - April 1-4, 2024, Minneapolis, Minnesota.

NAPC- Membership- Renewed May 2024.

Mobile Tour App Maintenance Fee - Renewed March 2024.

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Chad Roney, Battalion Chief

PRESENTER: Jason Smith, Administrative Assistant Chief

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT,

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

REPORT.

BACKGROUND:

Section 8-111 of the City Code requires that the City Council accept all donations received by the City prior to the use or disbursement of same. Therefore, it is requested that Council review and consider the following items for acceptance and use by the Norman Fire Department.

The Norman Fire Department is a member of the Cleveland County Public Safety Sales Tax Committee (CCPSST). The Cleveland County Public Safety Sales Tax has been created to supplement the budget of emergency response providers in Cleveland County to help provide needed equipment for those departments.

DISCUSSION:

In 2013, the Joint Committee to Create a National Policy to Enhance Survivability From Mass Casualty Shooting Events created the "Hartford Consensus". This concept issued a call to action, providing strategies to increase survivability in Active Shooter events. The fastest possible access became the focus. The concept of Rescue Task Forces (RTF) was introduced, which was comprised of Law Enforcement (LE), Fire and Medical personnel working as teams that emphasized stabilizing patients and removing them as quickly as possible.

The City of Norman Fire Department now has a policy that follows this model and is ready for implementation. Most departments utilize ballistic vests as a secondary level of protection in addition to the protection provided by LE to facilitate the quick removal of victims. A request for funds to purchase the necessary equipment to implement this Active Shooter Policy was submitted to the CCPSST Committee for the meeting on Tuesday, March 14, 2023. This request

was for eleven (11) tactical vests, eleven (11) fire placards, and three (3) storage bags totaling \$4,620.

The City of Norman Fire Department was awarded the funds to purchase the requested items.

Funds for these items has been received by the City and we are authorized to purchase the items and then submit proof of purchase to the CCPSST Chair, George Mauldin.

RECOMMENDATION:

It is recommended that City Council accept the donation of \$4,620 and deposit the funds into Donations-Public Safety (account 106-363376), and appropriate the funds into Fire Suppression: Other Supplies/Materials/Firefighting (account 10664143-43122) for eleven (11) tactical vests, eleven (11) fire placards, and three (3) storage bags for the City of Norman Fire Department.

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Ronny Davenport, Battalion Chief

PRESENTER: Jason Smith, Administrative Assistant Chief

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT,

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

STAFF REPORT.

BACKGROUND:

Section 8-111 of the City Code requires that the City Council accept all donations received by the City prior to the use or disbursement of same. Therefore, it is requested that Council review and consider the following items for acceptance and use by the Norman Fire Department.

The Norman Fire Department is a member of the Cleveland County Public Safety Sales Tax Committee (CCPSST). The Cleveland County Public Safety Sales Tax has been created to supplement the budget of emergency response providers in Cleveland County to help provide needed equipment for those departments.

DISCUSSION:

During last month's meeting, Norman Fire Department submitted an agenda item. A request was submitted for two (2) SuperVac battery-operated Positive Pressure Ventilation (PPV) fans in the amount of \$9,876 that would provide Stations 5 & 6 a unique ability to establish ventilation much quicker, lighter to move and set up, ability to operate with no cords causing trip hazards and less time delays for set up. This would not only serve the citizens of Norman, but also our surrounding Cleveland County mutual aid residents in the areas of Little Axe, Noble, southeast Oklahoma City, Newalla and Cedar Country. The distance to get to some homes can be challenging in these rural areas, and this equipment could provide a very positive impact on the scene of emergency incidents. Some additional advantages of these fans are below:

- 180-degree tilt angle their capability to be used in attics for PPV or NPV, can be tilted straight down for a manhole if needed.
- Compact design take up less compartment space and are contained to frame size
- Weighing approximately 51 pounds less injury & easier to handle

- Batteries are compatible with extrication and power tools currently carried on apparatus
- Capable of using with or without "shore power"
- Built in light-emitting diodes in frame rail
- Water misting capability at a later date could be added for cooling during summer

The Committee conducted its monthly meeting, and the City of Norman Fire Department was awarded the funds to purchase the requested items.

Funds for these items has been received by the City and we are authorized to purchase the items and then submit proof of purchase to the CCPSST Chair, George Mauldin.

RECOMMENDATION:

It is recommended that City Council accept the donation of \$9,876, deposit the funds into Donations-Public Safety (account 106-363376), and appropriate the funds into Fire Suppression: Other Supplies/Materials/Firefighting (account 10664143-43122) for two (2) SuperVac battery operated PPV fans for Fire Stations 5 and 6 of the City of Norman Fire Department.

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 3/28/2023

REQUESTER: Wade Thompson, Parks and Facilities Manager

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION,

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

APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City acquired a building located at 718 N. Porter Avenue, previously owned by Norman Regional Health Systems (NRHS). After the transaction, City staff conducted a non-invasive inspection to check the overall condition of the facility. At the time of assessment during the summer of 2022, we concluded that much of the HVAC system was in operation. Therefore, we placed the unoccupied building in "mothball" status, setting thermostats to 77 degrees Fahrenheit and securing the doors. At the time, this building was expected to be part of a quick-turn transaction with Cleveland County Health Department (CCHD) for future expansion.

DISCUSSION:

On December 26, 2022, Facilities Maintenance received a message from the Norman Fire Department that there had been a break in the fire suppression system at 718 N. Porter Avenue, resulting in significant water damage. The Facilities Maintenance Supervisor dispatched to the site immediately and determined there was no heat or electricity in operation, and the water damage was substantial. As a result, the Facilities Maintenance Supervisor concluded quick and decisive action was necessary to avert potential human health hazards (i.e., mold) and exponential recovery costs.

Staff coordinated with a Norman-owned business, Cavins Construction and Environmental Group (CCEG), to conduct an on-site inspection the next morning. They reaffirmed our conclusion that rapid action was required. They immediately began water extraction and demolishing damaged areas, on City Staff's direction. The water damage was significant on the second floor, where fire suppression lines broke, and continued through the first-floor drop

ceilings and carpeted areas. Much of the facility's mechanical and electrical equipment was also saturated and compromised.

Upon further investigation, it was determined that utilities were never changed to be identified as the City of Norman property. NRHS discontinued electrical at some point after the transaction. Having placed the facility in "mothball" status, we were unaware of discontinued utilities until December 26, 2022. In a second line of effort, the Facilities Maintenance Supervisor worked with the Finance Department to initiate accounts and restore water and electrical services. Unfortunately, natural gas could not be restored because a leak had been detected between the facility entrance and the boiler. Natural gas remains isolated at this time.

Once initiating water extraction, the lower two feet of drywall were removed, which is standard industry practice for water damage of this magnitude. Although the rapid deployment of CCEG mitigated significant damage from this event, pre-existing mold was discovered in various areas throughout the facility, notably around the restrooms, maintenance closets, and the elevator. We initially treated a few areas of decay, which was expected to take a few days, but after continual testing and mitigation, additional mold damage was discovered and required treatment.

As of February 2023, 718 Porter has dried out from the water damage, all mold has been remediated, and the fire suppression system has been repaired. The cost for the water damage, which includes water extraction, the demolition of flooring and adhesive, ceiling tiles, furniture, and drywall and insulation, is \$75,956.70. The cost for mold testing and remediation totaled \$86,589.38. The repair to the broken sprinkler lines must be completed by certified fire suppression repair personnel at a total cost of \$10,770. The total cost for all expenses is \$173,316.08. The Facilities Maintenance staff made a quick and decisive decision due to the emergency conditions of the building. The City Code allows for emergency actions and contractual arrangements to be approved by the City Manager, in exception from normal competitive bidding and contractual approval requirements. The City Council is requested to ratify these emergency actions.

To cover payment, \$ 132,581 in funds was transferred from General Fund Professional Services – 1% Emergency Reserve (10110101-44097) and \$35,221 is recommended to be appropriated from General Fund Balance (10-29000) to the Risk Management Fund, Miscellaneous Services – Uninsured Losses (account 43330104-44798).

RECOMMENDATION No 1:

It is recommended that The City of Norman ratify staff actions and approve payment to Cavins Construction and Environmental Group in the amount of \$162,546.08 and to Oklahoma Fire Protection in the amount of \$10,770 for the water extraction, mold remediation, and fire suppression repairs at 718 North Porter Avenue.

RECOMMENDATION No 2:

It is recommended that The City of Norman approve the appropriation of funds as noted above.



February 24, 2023

718 N. Porter Ave. Norman, OK 73071

To Whom It May Concern,

There was a significant water loss at 718 N. Porter and during the early stages of the demo/flood cut process, visible indications of a significant amount of pre-existing mold colonies were found in multiple areas of the facility. Initial mold testing was performed and showed stachybotrys to be present in all but one of the interior areas that were sampled either by spore trap or by tape lift. Due to the visible presence of mold growth and the lab results confirming the presence of stachybotrys spores, removal and remediation was performed in all areas where there was visible evidence of mold growth found during the remainder of the demo/flood cut process.

Numerous containment areas were set throughout the building as additional pre-existing mold growth was continuously found during the demo process. Any materials with visible mold growth were removed, the areas were thoroughly cleaned with a HEPA VAC, treated with an antimicrobial treatment, and allowed to air scrub prior to clearance testing. Any structural materials that were unable to be removed were treated with an antimicrobial encapsulant to help mitigate any future growth or spread.

Our final round of clearance testing was performed on February 20, 2023. All areas that remediation was performed in were clear of stachybotrys spores at the time the testing was performed, and all other mold spore types were within acceptable ranges. These lab results will be sent with this letter. Please contact us if you have any questions or need any additional information.

Thank you,

Cavins Construction Group

lessice Von Tungelir

405-573-3048

Cavins Construction Group, LLC

Address: 1839 Atchison Dr 405-573-3048 Norman, OK 73069 405-579-4964

jessica@cavinsconstruction.com

Statement

Statement #: 718 N Porter Bill To: City of Norman

Date: March 3, 2023 Atten: Wade Thompson

Remittance Amount Enclosed:

Date	Туре	Invoice #	Amount	:	Payment	Bala	ınce
12/30/2022	30-60 Days	22-AH749	\$	11,484.36		\$	11,484.36
12/30/2022	30-60 Days	22-AH750	\$	1,273.28		\$	1,273.28
12/30/2022	30-60 Days	22-AH751	\$	8,970.00		\$	8,970.00
1/9/2023	0-30 Days	23-AH021	\$	1,425.00		\$	1,425.00
1/10/2023	0-30 Days	23-AH022	\$	16,173.24		\$	16,173.24
2/2/2023	0-30 Days	23-AH077	\$	31,260.82		\$	31,260.82
2/24/2023	0-30 Days	23-AH200	\$	86,589.38		\$	86,589.38
2/24/2023	0-30 Days	23-AH201	\$	5,370.00		\$	5,370.00
	-	-	-	<u> </u>	Total	\$	162,546.08

Reminder: Please include the statement number on your check.

Terms: Balance due upon receipt.

REMITTANCE	
Customer Name:	City of Norman
Customer ID:	
Statement #:	718 N Porter
Date:	3/3/2023
Amount Due:	\$ 162,546.08
Amount Enclosed:	

Oklahoma Fire Protection, LLC

PO Box 8129

Moore, OK 73153 (405)613-1414

kathy@okfirepro.com

Bill To

City of Norman Attn: Accounts Payable PO Box 370 Norman, OK 73070



Invoice #: 22958

Date: 3/3/2023 Due Date: 4/2/2023

Terms: Net 30

P.O. No. Project

23086 718 N. Porter Bldg Freeze Damage

to restore system to in-service. PHASE I - Not to exceed \$5,0000.00 PHASE II - Replace all fire sprinklers on 2nd floor 2,400	Date	Description	Amount
7/7/2023 PHASE I - Not to exceed \$5,0000.00 5,000 PHASE II - Replace all fire sprinklers on 2nd floor 2,400	2/7/2023	Labor, materials and equipment to repair/replace pipe, fittings, fire sprinklers, and system devices as needed	0.00
1/7/2023 PHASE II - Replace all fire sprinklers on 2nd floor 2,400		to restore system to in-service.	
PHASE II - Replace all fire sprinklers on 2nd floor PHASE III - 1st Floor system restoration. 2,400 3,370			5,000.00
PHASE III - 1st Floor system restoration. 3,370		PHASE II - Replace all fire sprinklers on 2nd floor	2,400.00
	2/7/2023	PHASE III - 1st Floor system restoration.	3,370.00
Total \$10,77		<u> </u>	\$10,770.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: March 28, 2023

REQUESTER: Chris Mattingly, Utilities Director

PRESENTER: Chris Mattingly, Utilities Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-1819-44: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND LAYNE CHRISTENSEN COMPANY FOR THE 2018 GROUNDWATER WELLFIELD DEVELOPMENT PROJECT AND FINAL PAYMENT IN THE AMOUNT

\$158,727.77.

BACKGROUND:

On June 14, 2016, the Norman Utilities Authority (NUA) approved Contract K-1516-139 with Carollo Engineers to work with the Association of Central Oklahoma Governments (ACOG) to review and utilize the existing groundwater model that was created by Oklahoma Water Resources Board. The goal was to determine suitable new well sites that would produce from the most prolific thick saturated sand zones; prepare bid package for drilling test wells and recommend to the City of Norman where the well field expansion should take place.

Carollo and NUA staff worked closely with ACOG to map water bearing sand zones and identified 45 potential test well sites to pursue. The test well sites were prioritized and landowners were contacted to determine if they were willing to initially allow drilling of test wells and if found suitable for potable water use, allow construction of a production well.

Additionally, Carollo prepared plans and specifications as well as documents necessary to prequalify well drillers meeting minimum requirements required by the OWRB and the NUA. The pre-qualification notice was advertised November 23 and November 30, 2017, and proposals were received on December 14, 2017. In January 2017, Carollo and the NUA determined that four (4) well drilling firms met the minimum qualifications defined in the prequalification process and these firms were notified.

On October 18, 2018, bids were received from two pre-qualified well drilling firms. The low bid of \$4,714,421.72 was received from Layne Christensen Company (Layne) of Guthrie, Oklahoma. The second bid was \$7,762,342, while the engineering estimate was \$5,218,990. The NUA approved Contract K-1819-44 with Layne Christensen Company to drill 6 wells, to produce an estimated 1.2 million gallons per day (MGD) of the intended 2 MGD.

Staff was pursuing a separate horizontal well concept with another consultant that had potential to provide the 0.8 MGD with one water well. After thoroughly researching the concept, staff determined that the unknown risks with new technology were not palatable at this time. Staff decided to obtain the 0.8 MGD by drilling 3-4 additional vertical wells with proven technology and amended the contract with Layne.

NUA approved Change Order No. 1 (CO#1) in the amount of \$1,607,970.36 for 3 additional wells with Layne December 10, 2019. CO#2 was approved at the City Manager level since it was \$0 and for additional time due to COVID delays. CO#3 was approved at the City Manager level since it was for additional time due to COVID and reduced the contract by \$2,773.85. CO#4 was approved at the City Manager level since it was \$35,866.79 (less than \$40K) and additional time for manufacturing/delivery days due to COVID. CO#5 was approved at the City Manager level since it reduced the contract by \$6,374.24 for a final contract total in the amount of \$6,349,110.78.

DISCUSSION:

The well project is now complete and has added an additional 2.05 MGD to Norman's wellfield capacity. The project took longer than anticipated due to work force, manufacturing, and delivery delays associated with COVID. Layne's final contract amount was \$6,349,110.78 and have been paid \$1,459,808.98 in materials and \$4,730,574.03 in labor costs. Final payment in the amount of \$158,727.77 to Layne is due to close out their construction contract. Our consultant Carollo Engineers, Inc. recommends this final payment amount and staff concurs.

The Water Wells and Supply Lines (Project WB0212) contains funds encumbered to Layne in this amount and aligns with stated final payment.

RECOMMENDATION:

Staff recommends the NUA approve final acceptance and authorize final payment to Layne Christensen Company for Contract K-1819-44 in the amount of \$158,727.77.

APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 3

Owner: Norman Utilities Authority, 201-C West Gray, Norman, OK 73070

Project Name: 2018 Groundwater Wellfield Development

Contract No. K-1918-11

Start Date: January 24, 2019 End Date: September 15, 2022

Contractor: Layne, A Granite Company

Address: 4691 NE Highway 33, Guthrie, OK 73044

Application No. **25 - FINAL** Application Date: February 14, 2023

For the period: September 15, 2022 thru September 15, 2022, inclusive.

CONTRACTOR'S APPLICATION FOR PAYMENT

1	Original Contract Amount	\$4,714,421.72
2	Net Change by Change Order(s)	\$1,634,689.06
3	Revised Contract Amount (Line 1 + Line 2)	\$6,349,110.78
4	Total Completed To Date	\$6,349,110.79
5	Stored Materials This Date	\$0.00
6	Total Completed and Stored (Line 4 + Line 5)	\$6,349,110.79
7	Retainage:	
	a Completed Work at <u>0.0%</u> of Line 4	\$0.00
	b Stored Materials at 0.0% of Line 5	\$0.00
	Total Retainage (Lines 7a + 7b)	\$0.00
8	Total Earned Less Retainage (Line 6 less Line 7)	\$6,349,110.79
	,	
9	Previous Payments:	
	a Previously Paid to Contractor	\$4,730,574.03
	b Previously Paid to Vendors	\$1,459,808.98
	Total Previously Paid (Lines 9a + 9b)	\$6,190,383.01
10	Amount Due This Estimate	
	a Invoices to be Paid by NUA (new materials stored)	\$0.00
	b Amount Due to Contractor	\$158,727.77
	Total Amount Due This Estimate (Line 8 less Line 9)	\$158,727.77
	,	
11	Balance to Complete, Including Retainage	\$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 isssued and payments received from the Owner, and that current payment shown is now due.

Contractor: Layne, A Granite Company	_	
By:	_ Date: _	2/14/2003
State of: Oklahoma	_	
County of: Cleveland	_	
Subscribed and sworn to before me this		
day of,,	·	
Notary Public:		
My Commission expires:	-	
ENGINEER'S CERTIFICAT Engineer certifies to the Owner that to the best of the Engineer's know progressed as indicated, the quality of Work is in accordance with the AMOUNT CERTIFIED.	owledge, information and belie	f the Work has ne Contractor is entitled to
AMOUNT CERTIFIED:	\$158,727.77	
Engineer: Carollo Engineers, Inc. By: Lebecca Poole, PE, Project Manager	Date: _	2/14/2023
ssuance, payment, and acceptance of payment are without prejudic contract.	e to any rights of the Owner o	r Contractor under this
APPROVAL OF TH	E OWNER	
Owner: Norman Utilities Authority		
By: (Insert Name and Title Here)	Date:	

Page 3 of 3

INVOICE AFFIDAVIT

State of: Oklahoma	Pay Application No.	25 - FINAL
County of: Cleveland	Invoice No.	25 - FINAL
	Amount	\$158,727.77
The undersigned Contractor, of lawful age, being duly swo true and correct and that (s)he is authorized to submit the Affiant further states that the work as shown by this invoic plans, specifications furnished the Affiant. Affiant further sor donated or agreed to pay, give or donate, either directly employee of the City of Norman, or money or any other the procure award of this Contract order pursuant to which an Contractor:	invoice pursuant to an appe has been completed in actates that (s)he has made or indirectly, to any electering of value to obtain payminvoice is submitted. Layne, A Granite Compare	roved Contract. ccordance with the no payment, given, d official, officer or nent of the invoice or
Ву:	(Travis Evans, Project Ma	unagor)
	(Travio Evario, Froject Me	magar)
Subscribed and sworn to before me this		
day of,	-	
Notary Public:	-	
My Commission expires:	-	

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

Schedule of Values

APPLICATION AND CERTIFICATION FOR PAYMENT

Contractor's signed certification is attached.

NUA-2018 Wellfield Dev.

APPLICATION NO: 25 - FINAL
APPLICATION DATE: 2/14/2023
PERIOD TO: 9/15/2022
PROJECT NOS: K-1918-11

																	PROJECT NOS:	K-1918-11	
A	В	C					D	E	F	G	Н	I	J	K		L	M	N	О
ITEM	DESCRIPTION OF WORK	BID QTY	CO 3 CO 4	CO 5	REV	CO4 Inc/Dec	Previous Qty	Est.	TOTAL	UNIT	UNIT PRICE	CONTRACT	7	WORK COMPLETED		TOTAL	%	BALANCE	RETAINAGE
NO.		with			OTY		Installed	Quantity	Quantity	OF		VALUE	FROM PREVIOUS	THIS PERIOD	STORED	COMPLETED	$(L \div I)$	TO FINISH	0.0%
		CO1					(Column F	Installed This	Installed	MEAS			APPLICATION		MATERIALS	TO DATE	, ,	(I - L)	
							Prev Pay App)	Period								(J + K)		()	
1	Project Mobilization	1.00			1.00	0.00	1.00	Teriod	1.00	LS	\$ 147,837.00	\$147,837.00	147,837.00	\$0.00		\$147,837.00	100.00%	\$0.00	\$0.00
2	Site Mobilization-Test Hole	10.00		1	10.00	0.00	10.00		10.00	EA	\$ 2,250.70	\$22,507.00	22,507.00	\$0.00		\$22,507.00	100.00%	\$0.00	\$0.00
		_								+		, ,	,	,					
3	Site Mobilization- Production Well	9.00		0.50	9.00	0.00	9.00		9.00	EA		\$64,553.67	64,553.67	\$0.00		\$64,553.67	100.00%	\$0.00	\$0.00
4	Pre/Post Construction Videos	9.00		0.50	9.50	0.00	9.50		9.50	EA		\$7,923.00	7,923.00	\$0.00		\$7,923.00	100.00%	\$0.00	\$0.00
5	Test Hole (Complete)	7,500.00			7,500.00	0.00	7,500.00		7500.00	VF		\$465,000.00	465,000.00	\$0.00		\$465,000.00	100.00%	\$0.00	\$0.00
6	Test Hole Zone Water Quality Sampling	71.00	1.00		72.00	0.00	72.00		72.00	EA	\$ 3,671.00	\$264,312.00	264,312.00	\$0.00		\$264,312.00	100.00%	\$0.00	\$0.00
7	Monitoring Well (Complete)	6.00			6.00	0.00	6.00		6.00	EA	\$ 70,911.00	\$425,466.00	425,466.00	\$0.00		\$425,466.00	100.00%	\$0.00	\$0.00
8	Production Well: Gun-Perforated (Complete)	6.00	1.00		7.00	0.00	7.00		7.00	EA	\$ 155,712.00	\$1,089,984.00	1,089,984.00	\$0.00		\$1,089,984.00	100.00%	\$0.00	\$0.00
9	Production Well: Screen & Gravel Packed (Complete)	3.00	(1.00)		2.00	0.00	2.00		2.00	EA	\$ 131,193.00	\$262,386.00	262,386.00	\$0.00		\$262,386.00	100.00%	\$0.00	\$0.00
9A	Production Well: Well Screen	1,200.00	(885.00)		315.00	0.00	315.00		315.00	VF	\$ 93.00	\$29,295.00	29,295.00	\$0.00		\$29,295.00	100.00%	\$0.00	\$0.00
10	Clearing & Grubbing (Production Well Site)	9.00			9.00	0.00	9.00		9.00	EA	\$ 5,778.00	\$52,002.00	52,002.00	\$0.00		\$52,002.00	100.00%	\$0.00	\$0.00
11	Construction Staking	9.00			9.00	0.00	9.00		9.00	EA	\$ 5,556,00	\$50,004.00	50,004.00	\$0.00		\$50,004.00	100.00%	\$0.00	\$0.00
12	Production Well: Pump/Motor & Appurtenances	9.00			9.00	0.00	9.00		9.00	EA	\$ 9,818.00	\$88,362.00	88,362.00	\$0.00		\$88,362.00	100.00%	\$0.00	\$0.00
13	Production Well: Column Pipe	6,750.00	(2,195.00)		4,555,00	(41,705.00)	4,555,00		4555.00	LF	\$ 19.00	\$86,545.00	86,545.00	\$0.00		\$86,545.00	100.00%	\$0.00	\$0.00
14	Production Well: Submersible Cable	6,750.00	(650.00) (1,409.00)	,	4,691.00	(5,114.67)	4,691.00		4691.00	LF		\$17,028.33	17,028.33	\$0.00		\$17,028.33	100.00%	\$0.00	\$0.00
		-,	(030.00) (1,409.00)	'									,						
15	Well Site Building (Complete)	9.00		+	9.00	0.00	9.00		9.00	EA	\$ 60,998.00	\$548,982.00	548,982.00	\$0.00		\$548,982.00	100.00%	\$0.00	\$0.00
16	Electrical Equip. & Controls (Complete)	9.00			9.00	0.00	9.00		9.00	EA	\$ 156,833.00	\$1,411,497.00	1,411,497.00	\$0.00		\$1,411,497.00	100.00%	\$0.00	\$0.00
17	Fiberglass Well Head Enclosure (Complete)	9.00			9.00	0.00	9.00		9.00	EA	\$ 3,667.00	\$33,003.00	33,003.00	\$0.00		\$33,003.00	100.00%	\$0.00	\$0.00
18	Production Well: Test Pumping (24HR)	6.00	1.00		7.00	0.00	7.00		7.00	EA	\$ 12,671.00	\$88,697.00	88,697.00	\$0.00		\$88,697.00	100.00%	\$0.00	\$0.00
18A	Production Well: Test Pumping (5 day)	3.00	(1.00)		2.00	0.00	2.00		2.00	EA	\$ 24,888.00	\$49,776.00	49,776.00	\$0.00		\$49,776.00	100.00%	\$0.00	\$0.00
19	Production Well: Disinfection	9.00			9.00	0.00	9.00		9.00	EA	\$ 305.00	\$2,745.00	2,745.00	\$0.00		\$2,745.00	100.00%	\$0.00	\$0.00
20	Start-Up Service	9.00			9.00	0.00	9.00		9.00	EA	\$ 1,389.00	\$12,501.00	12,501.00	\$0.00		\$12,501.00	100.00%	\$0.00	\$0.00
21	Water Quality Sampling (Final Production Well)	9.00			9.00	0.00	9.00		9.00	EA	\$ 4,953.00	\$44,577.00	44,577.00	\$0.00		\$44,577.00	100.00%	\$0.00	\$0.00
22	1-1/2" PVC Level Transducer Pipe	4,500.00	55.00		4,555.00	66.00	4,555,00		4555.00	LF	\$ 1.20	\$5,466.00	5,466.00	\$0.00		\$5,466.00	100.00%	\$0.00	\$0.00
23	ODOT Type A Aggregate Base W/Excavation	270.00	101.03		371.03	8,942.17	371.03		371.03	CY		\$32,839.87	32,839.87	\$0.00		\$32,839.87	100.00%	\$0.00	\$0.00
24	3" C150 DIP Waterline	90.00	31.50		121.50	2,025.77	121.50		121.50	LF	\$ 64.31	\$7,813.67	7,813.67	\$0.00		\$7,813.67	100.00%	\$0.00	\$0.00
25	4" C150 DIP Waterline	270.00	(80.00)		190.00	(3,822.40)	190.00		190.00	LF		\$9,078.20	9,078.20	\$0.00		\$9,078.20	100.00%	\$0.00	\$0.00
26		9.00	(80.00)		9.00	0.00	9.00		9.00		\$ 292.78	\$2,635.02	2,635.02	\$0.00			100.00%	\$0.00	\$0.00
	4" X 3" Tee (DIP)(FL X FL)			-						EA						\$2,635.02			
27	4" 90 degree bend (DIP) Compact (MJ)	9.00			9.00	0.00	9.00		9.00	EA		\$1,310.04	1,310.04	\$0.00		\$1,310.04	100.00%	\$0.00	\$0.00
28	4" 90 degree bend (DIP) Compact (FL x MJ)	9.00	6.00		15.00	963.36	15.00		15.00	EA		\$2,408.40	2,408.40	\$0.00		\$2,408.40	100.00%	\$0.00	\$0.00
29	4" Mega-Lug (Series 1104)	9.00	8.00		17.00	518.48	17.00		17.00	EA	\$ 64.81	\$1,101.77	1,101.77	\$0.00		\$1,101.77	100.00%	\$0.00	\$0.00
30	6" Plug (MJ)	9.00			9.00	0.00	9.00		9.00	EA		\$1,535.04	1,535.04	\$0.00		\$1,535.04	100.00%	\$0.00	\$0.00
31	6" X 4" Reducer (DIP) Compact (MJ)	9.00	1.00		10.00	104.44	10.00		10.00	EA	\$ 104.44	\$1,044.40	1,044.40	\$0.00		\$1,044.40	100.00%	\$0.00	\$0.00
32	6" C900 PVC Waterline (Push on joint)(DR-14)	585.00	211.50		796.50	4,056.57	796.50		796.50	LF	\$ 19.18	\$15,276.87	15,276.87	\$0.00		\$15,276.87	100.00%	\$0.00	\$0.00
33	6" 90 degree bend (DIP) Compact (MJ)	9.00	3.00		12.00	455.52	12.00		12.00	EA	\$ 151.84	\$1,822.08	1,822.08	\$0.00		\$1,822.08	100.00%	\$0.00	\$0.00
34	6" Mega-Lug (Series 2006PV)	81.00	14.00		95.00	1,176.98	95.00		95.00	EA	\$ 84.07	\$7,986.65	7,986.65	\$0.00		\$7,986.65	100.00%	\$0.00	\$0.00
35	6" X 6" Tee (MJ)	9.00	1.00		10.00	276.86	10.00		10.00	EA	\$ 276.86	\$2,768.60	2,768.60	\$0.00		\$2,768.60	100.00%	\$0.00	\$0.00
36	6" Gate Valve and Box	9.00	1.00		10.00	935.00	10.00		10.00	EA	\$ 935.00	\$9,350.00	9,350.00	\$0.00		\$9,350.00	100.00%	\$0.00	\$0.00
37	Fire Hydrant Assembly (Complete)	9.00			9.00	0.00	9.00		9.00	EA	\$ 4,705.00	\$42,345.00	42,345.00	\$0.00		\$42,345.00	100.00%	\$0.00	\$0.00
38	6" Blind Flange	9.00	(3.00)		6.00	(364.44)	6.00		6.00	EA	\$ 121.48	\$728.88	728.88	\$0.00		\$728.88	100.00%	\$0.00	\$0.00
39	3" Gate Valve (FL x FL)	9.00	(2122)		9.00	0.00	9.00		9.00	EA	\$ 584.26	\$5,258,34	5,258.34	\$0.00		\$5,258.34	100.00%	\$0.00	\$0.00
40	3" Blow-Off Valve (FL x FL)	9.00			9.00	0.00	9.00		9.00	EA		\$31,108.32	,			\$31,108.32	100.00%		\$0.00
41	3" Duck Bill Valve	9.00	(1.00)	+	8.00	(890.73)	8.00		8.00	EA		\$7,125.84				\$7,125.84	100.00%	\$0.00	\$0.00
		18.00	(1.00)	+								\$7,125.84 \$685.08					100.00%	\$0.00	\$0.00
42	3/4" Ball Valve			+	18.00	0.00	18.00		18.00	EA			685.08			\$685.08			
43	3" 90 degree bend (DIP) Compact (MJ)	9.00		-	9.00	0.00	9.00		9.00	EA		\$2,250.00	,			\$2,250.00	100.00%	\$0.00	\$0.00
44	4" Gate Valve (FL x FL)	9.00			9.00	0.00	9.00		9.00	EA		\$5,703.30	5,703.30	\$0.00		\$5,703.30	100.00%	\$0.00	\$0.00
45	4" Check Valve (FL x FL)	9.00			9.00	0.00	9.00		9.00	EA	\$ 650.92	\$5,858.28				\$5,858.28	100.00%	\$0.00	\$0.00
46	4" Flow Meter & Totalizer (FL x FL)	9.00			9.00	0.00	9.00		9.00	EA	\$ 8,039.44	\$72,354.96	72,354.96	\$0.00		\$72,354.96	100.00%	\$0.00	\$0.00
47	Smooth Nosed Sample Tap	9.00			9.00	0.00	9.00		9.00	EA	\$ 122.96	\$1,106.64	1,106.64	\$0.00		\$1,106.64	100.00%	\$0.00	\$0.00
48	Threaded Sample Tap	9.00			9.00	0.00	9.00		9.00	EA	\$ 12.78	\$115.02	115.02	\$0.00		\$115.02	100.00%	\$0.00	\$0.00
49	Pressure Gauge and Switch	18.00			18.00	0.00	18.00		18.00	EA	\$ 2,658.33	\$47,849.94	47,849.94	\$0.00		\$47,849.94	100.00%	\$0.00	\$0.00
50	Pressure Transmitter	9.00			9.00	0.00	9.00		9.00	EA		\$65,758.05	65,758.05	\$0.00		\$65,758.05	100.00%	\$0.00	\$0.00
51	Antenna	9.00			9.00	0.00	9.00		9.00	EA		\$20,999.97	20,999.97	\$0.00		\$20,999.97	100.00%	\$0.00	\$0.00
52	Concrete Encasement	90.00		1	90.00	0.00	90.00		90.00	LF		\$7,000.20	7.000.20	\$0.00		\$7,000.20	100.00%	\$0.00	\$0.00
53	6" Portland Cement Concrete Driveway	1,170.00	772.00	+	1,942.00	32,447.16	1,942.00		1942.00	SY		\$81,622.26	81,622.26	\$0.00		\$81,622.26	100.00%	\$0.00	\$0.00
	i i													· · · · · · · · · · · · · · · · · · ·				\$0.00	
54	6" Traffic Bound Surface Course	2,250.00	(2,250.00)		0.00	(32,715.00)	0.00		0.00	SY		\$0.00				\$0.00	#DIV/0!		\$0.00
55	18" C.G.M.P.	360.00	(120.00)	+	240.00	(2,709.60)	240.00		240.00	LF		\$5,419.20	5,419.20	· · · · · · · · · · · · · · · · · · ·		\$5,419.20	100.00%		\$0.00
56	18" Concrete Slope Wall	18.00 9.00	(6.00)		12.00 9.00	(1,166.64) 0.00	12.00		12.00	EA EA		\$2,333.28 \$17,846.64	,	\$0.00 \$0.00		\$2,333.28	100.00%	\$0.00 \$0.00	\$0.00 \$0.00
57	Area Inlet						9.00		9.00							\$17,846.64			

58	6" PVC SCH 40 Drain Line	900.00	15.00		915.00	187.20	915.00		915.00	LF	\$ 12.48	\$11,419.20	11,419.20	\$0.00		\$11,419.20	100.00%	\$0.00	\$0.00
59	6" Precast Concrete End Section	9.00	(2.00)		7.00	(1,222.22)	7.00		7.00	EA		\$4,277.77	4,277.77	\$0.00		\$4,277.77	100.00%	\$0.00	\$0.00
60	Sidewalk (5' Wide)	207.00	(136.47)		70.53	(4,917.01)	70.53		70.53	SY	\$ 36.03	\$2,541.20	2,541.20	\$0.00		\$2,541.20	100.00%	\$0.00	\$0.00
61	Type 1 Plain Rip Rap	18.00	(18.00)		0.00	(1,603.26)	0.00		0.00	CY	\$ 89.07	\$0.00	0.00	\$0.00		\$0.00	#DIV/0!	\$0.00	\$0.00
62	Type 1 Fence (Black Vinyl Coated)	3,420.00	(176.00)		3,244.00	(9,778.56)	3,244.00		3244.00	LF	\$ 55.56	\$180,236.64	180,236.64	\$0.00		\$180,236.64	100.00%	\$0.00	\$0.00
63	16' Double Swing Gate	9.00			9.00	0.00	9.00		9.00	EA	\$ 933.33	\$8,399.97	8,399.97	\$0.00		\$8,399.97	100.00%	\$0.00	\$0.00
64	Solid Slab Sod	9,000.00		(3,515.56)	5,484.44	0.00	5,484.44		5484.44	SY	\$ 3.00	\$16,453.32	16,453.32	\$0.00		\$16,453.32	100.00%	\$0.00	\$0.00
65	Erosion Control and SWPPP (Per Site)	9.00		1.00	10.00	0.00	10.00		10.00	EA	\$ 2,833.33	\$28,333.30	28,333.30	\$0.00		\$28,333.30	100.00%	\$0.00	\$0.00
66	Additional Site Improvements	1.00	(0.06)		0.94	(8,749.39)	0.94		0.94	LS	\$ 150,000.00	\$141,250.61	141,250.61	\$0.00	\$0.00	\$141,250.61	100.00%	(\$0.00)	\$0.00
	Increased Well Column Pipe	924.00	96.00		1,020.00	469.02	1,020.00		1020.00	LF	\$ 4.89	\$4,983.38	4,983.38	\$0.00		\$4,983.38	100.00%	\$0.00	\$0.00
	Increased Well Pump, Motor, and Discharge Head																		
CO 3-2	(2 Wells)	2.00			2.00	0.00	2.00		2.00	EA	\$ 5,448.46	\$10,896.92	10,896.92	\$0.00		\$10,896.92	100.00%	\$0.00	\$0.00
CO 3-3	Increased Electrical Wire Size (2 Wells)	1,000.00	40.00		1,040.00	266.69	1,040.00		1040.00	LF	\$ 6.67	\$6,934.04	6,934.04	\$0.00		\$6,934.04	100.00%	\$0.00	\$0.00
CO 3-4	Increased Electrical Panel (2 Wells) - Add'l Cost	2.00			2.00	0.00	2.00		2.00	EA	\$ 1,626.19	\$3,252.38	3,252.38	\$0.00		\$3,252.38	100.00%	\$0.00	\$0.00
CO 3-5	Larger Wellhead Enclosure (2 Wells) - Add'l Cost	2.00			2.00	0.00	2.00		2.00	EA	\$ 1,187.44	\$2,374.88	2,374.88	\$0.00		\$2,374.88	100.00%	\$0.00	\$0.00
CO 3-6	Increased Wellhouse Piping & Fittings (2 Wells)	2.00			2.00	0.00	2.00		2.00	EA	\$ 1,235.23	\$2,470.46	2,470.46	\$0.00		\$2,470.46	100.00%	\$0.00	\$0.00
CO 3-7	Modify Fencing (9 Well Sites)	3,420.00	176.05	(352.05)	3,244.00	(461.12)	3,244.00	0.00	3244.00	LF	\$ (2.62)	(\$8,496.89)	(8,496.89)	\$0.00		(\$8,496.89)	100.00%	(\$0.00)	\$0.00
	Increase Concrete Driveway Thickness (9 Well																		
CO 3-8	Sites)	1,170.00	771.91		1,941.91	29,490.40	1,941.91		1941.91	SY	\$ 38.20	\$74,189.59	74,189.59	\$0.00		\$74,189.59	100.00%	\$0.00	\$0.00
CO 4-1	Instrumentation and Controls Cost Escalation		1.00		1.00	41,759.78	1.00		1.00	LS	\$ 41,759.78	\$41,759.78	41,759.78	\$0.00		\$41,759.78	100.00%	\$0.00	\$0.00
CO 4-2	Instrumentation and Controls Work Modifications		1.00		1.00	(5,892.55)	1.00		1.00	LS	\$ (5,892.55)	(\$5,892.55)	(5,892.55)	\$0.00		(\$5,892.55)	100.00%	\$0.00	\$0.00
CO 4-3	Provide and install GE orbit radio at WTP		1.00		1.00	2,177.44	1.00		1.00	LS	\$ 2,177.44	\$2,177.44	2,177.44	\$0.00		\$2,177.44	100.00%	\$0.00	\$0.00
CO 4-4	Driveway at Jaime		1.00		1.00	16,923.38	1.00		1.00	LS	\$ 16,923.38	\$16,923.38	16,923.38	\$0.00		\$16,923.38	100.00%	\$0.00	\$0.00
CO 4-5	Additional gate/fencing at Simpson and Jaime		1.00		1.00	4,387.95	1.00		1.00	LS	\$ 4,387.95	\$4,387.95	4,387.95	\$0.00		\$4,387.95	100.00%	\$0.00	\$0.00
CO 4-6	Drainage ditch at Argo		1.00		1.00	1,102.50	1.00		1.00	LS	\$ 1,102.50	\$1,102.50	1,102.50	\$0.00		\$1,102.50	100.00%	\$0.00	\$0.00
CO 4-7	Red Dirt Select for Hansmeyer and Hays		1.00		1.00	6,317.33	1.00		1.00	LS	\$ 6,317.33	\$6,317.33	6,317.33	\$0.00		\$6,317.33	100.00%	\$0.00	\$0.00
CO 4-8	Special low Profile CGMP at Meyer		1.00		1.00	1,653.75	1.00		1.00	EA	\$ 1,653.75	\$1,653.75	1,653.75	\$0.00		\$1,653.75	100.00%	\$0.00	\$0.00
CO 4-9	Additional Materials for Downey-Alt Disinfection		1.00		1.00	275.63	1.00		1.00	LS	\$ 275.63	\$275.63	275.63	\$0.00		\$275.63	100.00%	\$0.00	\$0.00
	-																		
	GRAND TOTALS											\$6,349,110.78	6,349,110.78	\$0.00	\$0.00	\$6,349,110.78	100.00%	(\$0.01)	\$0.00

Material Invoice Summary Sheet

Pay Application # 25 - FINAL

Norman Untilities Authority - 2018 Groundwater Wellfield Development (K-1918-11)

Layne Supplier List	Total	W-9 Submitted	Affidavit for Invoice Over \$25K
, , ,	1		N/A
			N/A
STORED MATERIALS	Total	W-9 Submitted	Affidavit for Invoice Over \$25K
		+	
TOTAL MATERIALS	\$0.00		
TOTAL STORED	\$0.00		
TOTAL	\$0.00		

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K222356: A SERVICE AND LEASE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FOOD AND SHELTER, INC., INCREASING THE CONTRACT AMOUNT BY \$164,497.20 FOR A REVISED CONTRACT AMOUNT OF \$469,795.20 AND ADDING THREE ADDITIONAL MONTHS TO THE CONTRACT FOR THE 2022-2023 EMERGENCY WINTER SHELTER LOCATED AT 109 WEST GRAY STREET AND BUDGET APPROPRIATION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 3/28/2022

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

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

STREET AND BUDGET APPROPRIATION.

BACKGROUND:

On October 11, 2022, the City of Norman entered into a contract with Food and Shelter, Inc. to operate an emergency overnight shelter on City-owned property. The original term of the contract was only for the winter season, ending on March 31, 2023. Based upon feedback from City Council during the March 9, 2023, Oversight Committee meeting, this amendment to the original contract was drafted which extends the term of operation an additional three months until the end of the fiscal year, June 30, 2023.

DISCUSSION:

There are only two proposed amendments to the contract. The first amendment extends the term of the contract to June 30, 2023. The second amendment provides for three additional monthly payments at the previously agreed rate, to compensate the Contractor for the additional three-month operation extension.

The total additional cost of the contract extension would be \$164,497.20. Funds will need to be appropriated from the General Fund balance (account 10-29000) to Professional Services-Community Intervention (account 10110299-44029) to cover the contract extension.

RECOMMENDATION No. 1:

Staff submits the proposed amendments to Contract K-2223-56 for City Council's consideration.

RECOMMENDATION No. 2:

Staff recommends appropriation of \$164,498 from General Fund Balance (account 10-29000) to Professional Services-Community Intervention (account 10110299-44029).

AMENDMENT TO SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER

This Amendment made and entered into this	day of	, 2023, by and
between the City of Norman, Oklahoma, a munic	ipal corporation ("City"),	and Food and Shelter
Inc., a not-for-profit corporation ("Contractor").		

WITNESSETH:

WHEREAS, the City and the Contractor entered into a contract K-2223-56 on October 11, 2022 entitled:

SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER

WHEREAS, upon consensus from both parties, it was determined that services provided by Contractor as described in the original agreement should continue for at least an additional three (3) months.

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

I. Replace Section 2. <u>Term</u> to read as follows:

Service shall be provided starting on November 1st, 2022 and ending on June 30th, 2023.

II. Replace Section 6. **Payment for Services** to read as follows:

In consideration of the services provided by the Contractor in accordance with all terms, conditions and specifications set forth herein, City shall pay Contractor an initial amount of \$85,968.40 within ten (10) days of the effective date of this agreement. Thereafter, the City shall pay the Contractor seven (7) payments of \$54,832.40, due monthly upon the 10th day of each month with the first payment due on December 10, 2022 and the last payment being due on June 10, 2023. The City reserves the right to withhold payment if the City determines that the quality or quantity of the work performed is unacceptable.

IT IS UNDERSTOOD AND AGREED BY AND BETWEEN, the City and the Contractor that, as amended by this Instrument, all terms and conditions of the original Contract shall remain in full force and effect and the provisions of this Instrument shall become a part of the original Contract as if fully written herein.

IN WITNESS WHEREOF, THE CITY OF NORMAN and FOOD & SHELTER, INC. have executed this AGREEMENT.

DATED this 5this day of March, 2023.	
The City of Norman (CITY)	Food & Shelter, Inc. (CONTRACTOR)
Signature	Signature Myl atkni
Name	Name Angela Atkins
Title	Title Vice President
Date	Date 3-15-2023
Attest:	Attest: Lisa Morales
City Clerk	Corporate Secretary
gr.	
APPROVED as to form and legality this 27 day	of <u>March</u> , 2023.
	And I
	CITY ATTORNEY

SERVICE AND LEASE AGREEMENT FOR 2022-23 EMERGENCY WINTER SHELTER

THIS AGREEMENT ("Agreement") is dated this \(\frac{1}{2022} \) by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and Food and Shelter, Inc., a not-for-profit corporation ("Contractor").

Section 1: Scope of Work to be Performed by Contractor

In consideration of the payments set forth herein, Contractor shall perform services for City in accordance with the terms, conditions, and specifications set forth herein.

Contractor shall operate a low-barrier emergency shelter ("Emergency Shelter") based on a low-barrier, Housing First model that focuses on assisting unsheltered households to move to permanent housing. The program shall provide safe overnight shelter and referral to available services designed to move clients out of homelessness and into permanent housing opportunities. Contractor shall follow the minimum service and operating requirements as set out in "Exhibit A".

Section 2: Term

Service shall be provided during the winter season of 2022-2023 starting on November 1st, 2022 and ending on March 31st, 2022.

Section 3: Lease Agreement

The City is the owner of the property and improvements located at 109 W. Gray St, Norman, Cleveland County, Oklahoma, which property it has agreed to lease to Contractor for the use and operation of Shelter during the term stated in Section 2. Contractor may only use the portions of the property indicated on "Exhibit B1" and "Exhibit B2" attached herein ("Leased Premises"). In no event shall this structure be used for any purpose other than a low-barrier emergency shelter without the written consent of City.

3.1 Rent.

In consideration of the use, occupancy, and possession of the Leased Premises by Contractor, Contractor agrees to pay the City the sum of One-Dollar (\$1.00) valuable consideration, payable in advance of, or within thirty (30) days of the approval of this Agreement. The remainder of the value for the lease shall be made to City as an in-kind donation towards the program.

3.2 Maintenance.

Contractor will be solely responsible for all day-to-day upkeep of the Leased Premises, including maintenance of all plumbing units, pipes, and connections in good repair and free from obstruction. Subject to any provisions herein to the contrary, City shall be required to repair only defects, deficiencies, deviations or failures of materials or workmanship in the building. The City shall keep the Leased Premises free of such defects, deficiencies, deviations during the term of this

agreement. Contractor shall notify City of any hazard, danger, or defect of the premises in writing immediately upon discovery.

3.3 Improvements.

Contractor may, at its sole expense, from time to time, redecorate the Leased Premises and to make such non-structural alterations and changes in such parts thereof as Contractor shall deem expedient or necessary for its purposes, provided that Contractor has first obtained the consent thereto of the City in writing. All fixtures, furniture (including bunk bed systems), equipment, improvements and appurtenances (Leasehold Improvements), whether or not by or at the expense of Contractor, shall be and remain a part of the Premises, shall be the property of City and shall not be removed by Contractor, unless City, by Notice to Contractor, elects to have Contractor remove any Leasehold Improvements installed by Contractor. In such case, Contractor, at Contractor's sole cost and expense and prior to the expiration of the Term, shall remove the Leasehold Improvements and repair any damage caused by such removal.

3.4 Utilities

The City shall be responsible for the payment of the following utilities: electricity, water, and trash.

Section 4: Responsibilities of Contractor

4.1 Meetings

Contractor shall meet Darrel Pyle, City Manager, or other designated and authorized City personnel, or third parties as necessary, on all matters connected with carrying out of Contractor's services described herein. Such meetings shall be held at the request of either party.

4.2 HMIS Records and Reporting

Contractor agrees to fully participate in Service Point, Sharelink Homeless Management Information System, administered by the Homeless Alliance. Participation will include entering all data elements as required by HUD for an Emergency Service Grant activity and detailed in the "Data and Technical Standards Notice-OMB approved March 2010". A separate project shall be set up in HMIS for the Emergency Shelter and HMIS clients utilizing shelter services shall be entered and exited from said project each day. Contractor will also attend user group meetings and share appropriate client information as identified through share agreements.

Contractor shall furnish the following reports to City monthly in a PDF format, which are due prior to the 5th day of each month for the previous monthly period:

- [HMIS REPORT] ESG CAPER parameters for the previous month with error rate of less than 5% in all categories
- [HMIS REPORT] Daily Unit Report for the previous month
- Monthly summary containing all incident reports from the previous month

In addition to the specific reports indicated above, Contractor shall provide any other reports deemed necessary by the City. The City, or any of its duly authorized representatives, shall at all times have the right and option to monitor, inspect, audit, and review the Contractor's performance and operation of the Emergency Shelter to be operated or the service to be provided in accordance with this Agreement; and in connection therewith, the City shall have the right to inspect any and all records, books, documents, or papers of Contractor and the subcontractors of Contractor, for the purpose of making audit examinations of the Contractor's performance under this agreement.

Section 5: Independent Contractor Status

The Contractor shall be an independent contractor for the City. Contractor agrees to conduct itself in a manner consistent with such status and further agrees that it will neither hold itself out as, nor claim to be, an officer or employee of the City by reason of this Agreement, and that it will not by reasons of this Agreement make any claim, demand, or application for any right or privilege applicable to an officer or employee of the City, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit.

Section 6: Payment For Services

In consideration of the services provided by the Contractor in accordance with all terms, conditions and specifications set forth herein. City shall pay Contractor an initial amount of \$85,968.40 within ten (10) days of the effective date of this agreement. Thereafter, the City shall pay the Contractor four payments of \$54,832.40, due monthly upon the 10th day of each month with the first payment due on December 10, 2022 and the last payment being due on March 10, 2023. The City reserves the right to withhold payment if the City determines that the quality or quantity of the work performed is unacceptable. In no event shall the City's total fiscal obligation under this Agreement exceed Three Hundred and Five Thousand Two Hundred and Ninety Eight Dollars (\$305,298.00).

Section 7: Insurance

At all times during the Term of this Lease, Contractor shall maintain in full force a comprehensive public liability insurance policy covering Contractor's operations, activities, and liabilities on the Premises, having singly or in combination limits not less than One Million Dollars (\$1,000,000) in the aggregate. Such policy shall name City as an additional insured under such policy and provide that cancellation will not occur without at least thirty (30) days prior written notice to City. Upon City's request, Contractor shall give City certificate of insurance evidencing that the insurance required under the Lease is in force.

In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, the City, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

Section 8: Indemnification

Contractor shall hold City harmless from any liability (including reimbursement of City's reasonable legal fees and all costs) for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the fault of Contractor or any of Contractor's agents, servants, employees, licensees, customers, patrons, or lenders, in connection herewith. Without waiving any limitation of liability or protections afforded City under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq., as now or hereafter amended, City is responsible for its own negligence and that of its employees. It is understood and agreed that all Contractor shall bear the risk of loss for any property kept, installed, stored, or maintained in or upon the Premises by Contractor. City shall not be responsible for any loss or damage to equipment owned by Contractor that might result from tornadoes, lightning, windstorms, floods, or other Acts of God or actions of parties over which City has no control. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Agreement, whether by expiration or otherwise.

Section 9: Termination

This Agreement may be terminated prior to the expiration period hereof by written agreement by the parties to the Agreement. The City may unilaterally terminate the agreement for any reason, with or without cause, by giving (30) days written notice from the City to the Contractor. The City may also terminate this agreement for cause or suspend this Agreement, in whole or in part, by giving ten (10) days written notice from the City to the Contractor for the following reasons:

- (a) Failure to perform the services or set forth in Exhibit A (scope of services) and requirements incident thereto.
- (b) Making unauthorized or improper use of funds provided under this agreement.
- (c) Submission of an application, report or other document pertaining to this Agreement containing misrepresentation of any material aspect.
- (d) Breach of the any terms of this Agreement.

Section 10: Misc. Provisions

10.1 Assignability and Subcontracting.

Contractor shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of City, and consent to an assignment or sublease shall not be deemed to be consent to any subsequent assignment.

10.2 Governing Law

All matters pertaining to this agreement (including its interpretation, application, validity, performance and breach) in whatever jurisdiction action may be brought, shall be governed by, construed and enforced in accordance with the laws of the State of Oklahoma.

10.3 Compliance with Laws.

All activities of Contractor, its employees, subcontractors and/or agents will be carried out in compliance with all applicable federal, state, and local laws and regulations.

10.4 Complete Agreement.

This Agreement, along with any attachments, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein. Unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.

10.5 Severability.

The unenforceability, invalidity or illegality of any provision(s) of this Agreement shall not render the other provisions unenforceable, invalid or illegal.

10.6 Notices.

If either party shall desire or is required to give notice to the other such notice shall be given in writing, via email and concurrently delivered by overnight Federal Express [or priority U.S. Mail], addressed to recipient as follows:

To CITY:

City Manager's Office
Darrel Pyle
201 W. Gray St, Norman, OK 73069
Darrel.Pyle@NormanOK.gov
With CC to:
Anthony.Purinton@NormanOK.gov

To CONTRACTOR:

Food & Shelter, Inc. April Doshier 201 Reed Ave, Norman OK 73071 april@foodandshelterinc.org

Changes to the above information shall be given to the other party in writing ten (10) business days before the change is effective.

10.7 Counterparts.

The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

10.8. Warranty of Authority.

The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.

IN WITNESS WHEREOF, THE CITY OF NORMAN and FOOD & SHELTER, INC. have executed this AGREEMENT.

excelled into INCLUDING 141.	
DATED this _th day of, 2022.	
The City of Norman (City) Signature	Food & Shelter, Inc. (CONTRACTOR) Signature Millin Pign
Name Larry Heikkila	Food Name Michael W. Ridgeway
Title Mayor	Title President of the Board
Date 10 11/22	Date 10/05/2022
Attest:	Attest:
Elles Work City Clerk (Deputy)	Edward Mark Corporate Secretary
APPROVED as to form and legality this day of	: October , 2022.
OF NORMAN OF NORMAN SEAL	CITY ATTORNEY

Exhibit A

Program and Service Requirements

Program Elements

Contractor must adhere to the following Housing First principles:

- Access to a shelter is not contingent on sobriety*, minimum income requirements, lack of a criminal record**, completion of treatment, participation in services, or other unnecessary conditions.
- Support services are available but are voluntary, client-driven, individualized, and flexible.
- Services are informed by a harm-reduction philosophy that recognizes that drug and alcohol use are a part of people's lives.
- Clients are engaged in non-judgmental communication regarding drug and alcohol use and are offered support regarding ways to minimize risky behaviors and engage in safer practices.

At a minimum, Contractor must meet the following criteria which are based on evidence-based practices for low-barrier emergency shelter programs:

- ADA accessibility
- Accommodates service and companion animals
- Does not discriminate based on protected classes
- Sobriety* and treatment are voluntary
- Does not exclude people with criminal convictions, poor credit, or eviction histories
- Does not require documentation of identification, custody, or citizenship
- Does not turn away clients because of a lack of income or the appearance of an unwillingness to participate in services or employment

*Note: Low-barrier shelters may establish requirements that limit the use of drugs and alcohol in common or shared areas of the facility. In addition, facilities should establish behavioral expectations that limit disruptive or violent behavior resulting from intoxication. However, the requirement to abstain completely from alcohol or drug use is not a component of low-barrier facilities.

**Note: This does not apply to registered sex-offenders. Registered sex-offenders shall not be allowed to stay on premises.

Hours of operation: The shelter shall be open to the public from 5:00pm - 7:00am. Contractor may extend these hours only upon written permission from City.

Required Policies and Procedures. Contractor shall develop and maintain the following policies and procedures. Copies of all required policies and procedures must be developed and provided to City prior to the Emergency Shelter's operation.

- Disaster response and recovery plan, including provisions for tiered responses concomitant to the level of disaster. Plans must include provisions for evacuation. business resumption and periodic testing of procedures and emergency equipment;
- Storage and use of toxic substances plan;
- Shelters' housekeeping and maintenance functions;

- Pest control prevention and mitigation;
- Storage of personal property;
- Policies for Bars and bans:
- Development of written standards for the administration of medication (if applicable);
- Personnel/Volunteer, including policies covering drug screening and background checks for both volunteers and staff;

Safety Procedures

Contractor acknowledges that it is leasing space and is responsible for all necessary training to its staff regarding safety and security. Contractor also acknowledges that any staff, agents, or contractors of Contractor shall follow all required safety protocols including evacuations and emergency response protocols of the City while they are on site.

Fire Watch

Contractor shall employ qualified personnel to maintain a Fire Watch to patrol the occupied structure. Fire Watch personnel must complete Portable Fire Extinguisher training and shall be required to fulfill the following duties during times that the structure is occupied. As outlined in IFC Section 403.12.1.2, Duties of the Fire Watch are to:

- (1) Keep diligent watch for fires, obstructions to means of egress and other hazards.
- (2) Take prompt measures for remediation of hazards and extinguishment of fires that occur.
- (3) Take prompt measures to assist in the evacuation of the public from the structures.

In addition, Fire Watch personnel must:

- (1) Maintain a log, indicating date and times, of completed rounds;
- (2) Continuously patrol the facility/event to detect early signs of fire:
- (3) Notify the occupants of the facility/event of a fire, as well as the Fire Department;
- (4) Assist occupants with the safe evacuation from the facility/event:
- (5) Check all exit doors, exit access and corridors at the beginning, periodically, and at the end of the occupied period for proper operation and obstructions; and
- (6) Be familiar with the facility/event and the procedures for notification of the occupants of an emergency within the facility/event.

Maximum Capacity:

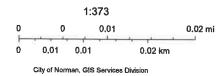
The maximum capacity of available beds may not exceed 40 beds.

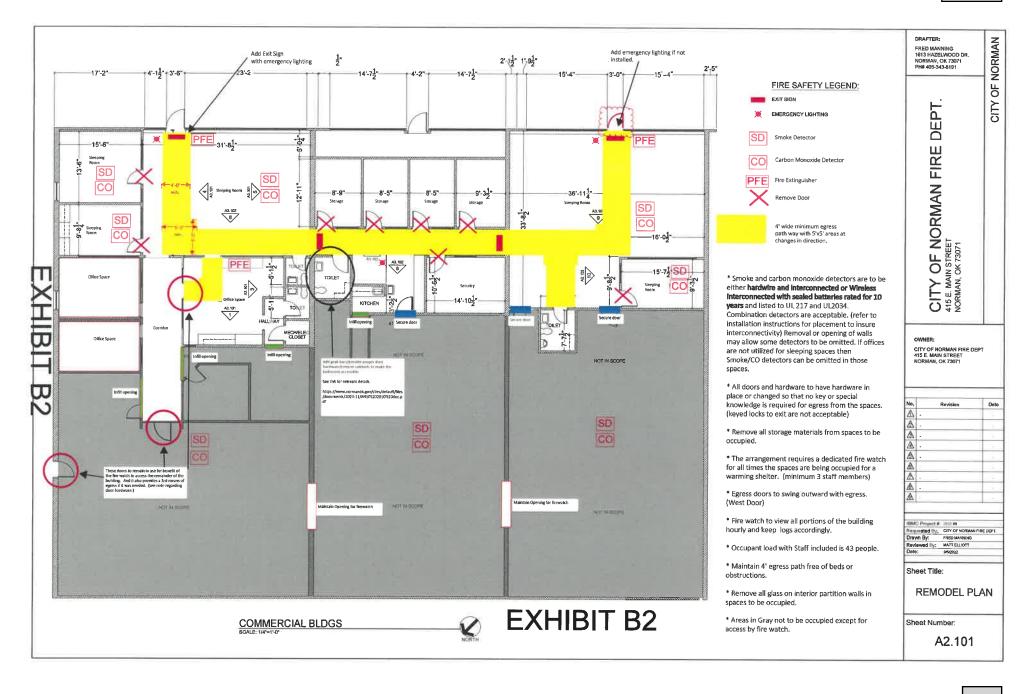
Prohibited Activities:

- There shall be no food or drink served at the facility.
- There shall be no loitering on the property during non-operating hours.
- Contractor shall not allow guests to access the property without a staff member present.
- No one under the age of 18 shall be allowed to stay at the shelter.



10/3/2022, 2:55:18 PM





File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL,

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

APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The intersection of 12th Avenue NE and High Meadows Drive is a "three-legged" intersection that was signalized in 1993, but without roadway improvements to provide a southbound left turn on 12th Avenue NE onto eastbound High Meadows Drive. The intersection is located north of Robinson Street, with High Meadows Drive providing access to Eisenhower Elementary School and surrounding residential neighborhoods. The ever-increasing volume of traffic and the resulting increase of collisions have exposed the need for a dedicated turn lane and new traffic signals at this intersection.

Installing the southbound left turn lane requires widening of the existing four-lane section at the intersection. This project also provides the opportunity for the City to upgrade the signal interconnect system along 12th Avenue NE with fiber optic cable between Robinson Street and Rock Creek Road (a map of what the proposed intersection would look like is attached).

This section of 12th Avenue NE in Norman also serves as U.S. Highway 77. The Oklahoma Department of Transportation (ODOT) maintains jurisdiction over maintenance and improvements to the highway; however, 12th Avenue NE also serves as a major arterial street in Norman and intersects with many other city streets. While the City is responsible for the design of intersection signalization projects on 12th Avenue NE, construction must be coordinated with ODOT.

On August 1, 2017, City Council held a study session to discuss the Griffin Park Sports Complex Master Plan, which includes additional improvements to the adjacent transportation network (a copy of a proposed site plan for Griffin Park is included as an attachment).

DISCUSSION:

One of the transportation network improvements recommended in the Griffin Park Sports Complex Master Plan calls for a new access point off of 12th Avenue NE (see attachment). This new access affects the on-going design of the improvements at the High Meadows intersection.

Following numerous discussions with ODOT, it was determined that the City of Norman would be responsible for bidding the project, utility relocation, acquisition of any right-of-way to construct the project, and the construction administration. The City of Norman is to invoice ODOT for 80% of the construction costs.

Bids were opened for the construction project on March 2, 2023. The bid package, 2223-29, included Contract K-2223-114, Performance Bond B-2223-56, Statutory Bond B-2223-57, and Maintenance Bond MB-2223-47. With a bid of \$2,023,453.65, Rudy Construction Co., of Oklahoma City, was the apparent low bidder, as noted on the attached bid tabulation. Rudy Construction Company is a responsible bidder. They have successfully performed similar work for the City of Norman in the past.

During review of the contract documents, it was discovered that the maintenance bond included in the bid documents had the incorrect term. Change Order #1 was negotiated to extend the maintenance term from two years to five years, which is the City standard for capital projects. Staff feels that the amount of Change Order #1 is consistent with the increased liability the contractor will incur. The negotiated cost for Change Order #1 was \$14,900 (see attached copy). This amount, when added to the original Rudy Construction Co. low bid of \$2,023,453.65 results in a revised bid of \$2,038,353.65, which still results in Rudy Construction Co. being the low bidder. Based upon this low bid, staff will prepare an invoice in the amount of \$1,630,682.92 to be sent to ODOT representing 80% of their share of the construction cost. This makes the City of Norman share, or 20% of the construction cost, \$407,670.73.

Funds totaling \$373,233 are available in the Construction, Land, and Utilities Objects of the project budget (project TR0051). This covers the majority of the 20% local share. However, with higher than anticipated construction costs, City project funds are \$34,437.73 short. This shortfall is recommended to be appropriated from Capital Fund balance (account 50-29000) 12th Avenue and High Meadows Drive Intersection, Construction (account 50590079-46101; Project TR0051).

The ODOT share of \$1,630,682.92 will be recorded to the Special Grants Fund, State Grant Revenue (account 225-331380) when received and will need to be appropriated from that account to 12th Ave NE & High Meadows Drive Intersection, Construction (account 22590079-46101; Project TR0051).

A Notice to Proceed will be issued to Rudy Construction Co. following Council approval of the project. A pre-construction meeting is anticipated in early April with construction beginning in

mid to late April. A total of 180-day construction time is anticipated resulting in completion in October 2023.

RECOMMENDATION NO. 1:

Staff recommends approval of Contract K-2223-114, associated bonds, and Change Order #1 with Rudy Construction Co. in the total amount of \$2,038,353.65 for construction services associated with the modifications to 12th Avenue NE intersection with and High Meadows Drive.

RECOMMENDATION NO. 2:

Staff recommends the appropriation of funds from Capital Fund Balance (account 50-29000) in the amount of \$34,437.73 to the 12th Ave NE &High Meadows Drive Intersection, Construction account to pay for the shortage in the required 20% local match.

Staff further recommends that the total of \$1,630,682.92 in ODOT funding be appropriated from State Grant Revenue to the 12th Ave NE & High Meadows Drive Intersection project.

RECOMMENDATION NO. 3:

Staff recommends adoption of Resolution R-2223-93 granting tax-exempt status to Rudy Construction Company to avoid payment of sales tax on materials purchases related to the project.

BID: 2223-49

TITLE: 12th Avenue NE & High Meadows Drive Intersection Improvements

DATE:3/2/23

BIDDER NAME		 	
	TOTAL BID		
Silver Star Construction Moore OK	\$2,093,754.50	\$ \$	\$ \$
2. Rudy Construction Co OKC	\$ <u>2,023,453.65</u>	\$ \$	\$ \$
3. Nash Construction Co OKC	\$ 2,038,397.80	\$ \$	\$ \$
4. Ellsworth Construction Tulsa, OK	\$ <u>2,221,206.8</u> 6	\$ \$	\$ \$
5.	\$	\$ \$	\$ \$
6.	\$	\$ \$	\$ \$
7.	\$	\$ \$	\$ \$
8.	\$	\$ \$	\$ \$
9.	\$	\$ \$	\$ \$
10.	\$	\$ \$	\$ \$
11.	\$	\$ \$	\$ \$
12.	\$	\$ \$	\$ \$
13.	\$	\$ \$	\$ \$

Received and Opened by: Fred Ruke

Date: 3.2. 2023

(NUMERALS) (\$2,023,453.65

CONTRACT

	CONTRACT									
							First Part, hereinafte			R, and the
City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.										
<u>WITNESSETH</u>										

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

BID 2223-49 12TH AVE NE AT HIGH MEADOWS DR INTERSECTION IMPROVEMENTS

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

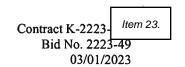
WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) two million twenty-three thousand four hundred fifty-three and 65/100 (DOLLARS);

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

- l) The CONTRACTOR shall, in a good and first-class, workman-like manner at their own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
- 2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as they may request to aid them as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.



On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make their final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by them in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

- 3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. The Contractor shall complete the work in Accordance with the terms of this Agreement within a period of time not to exceed one hundred and eighty (180) calendar days following issuance by the CITY of a Work Order authorizing the CONTRACTOR to commence work on the project. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 4) That the CITY shall pay the CONTRACTOR for the work performed as follows:
 - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
 - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered, or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

- 5) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 6) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.
- 7) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

Contract K-2223- Item 23.
Bid No. 2223-49
03/01/2023

- 8) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 9) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.
- 10) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

12) The sworn, notarized statement below must be signed and notarized before this C	ontract will become effective.
STATE OF Oklahoma) ss:	= = = = = = = = = = = = = = = = = = = =
COUNTY OF <u>Oklahoma</u>)	
Shane Allen, of lawful age, being first duly sworn, on oat authorized by CONTRACTOR to submit the above CONTRACT to the CITY. CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to a CITY any money or other thing of value, either directly or indirectly, in the procuring of Corrections of the contraction o	Affidavit further states that any officer or employee of the
Subscribed and sworn to before me this <u>13</u> day of <u>Muruh</u> , 20 <u>23</u> . Votary Po	10008003 EXP. 0972478

IN WITNESS WHEREOF, t				
respectively the da	y of	20, and the	day of	,_20
(Corporate Seal) (where app	icable)			Co. Inc. The
		Principal	0.1	3
ATTEST:		Signed: 54		
Authorized Representative - Corporate Secretary (where applicable)	Title: <u>Vice F</u>	resident	minimum	
	.pp	Address PO Bo	x 14575, OKC	<u>, ок 73</u> 113
		Telephone: 405	-478-9900	
CITY OF NORMAN:				
Approved as to form a	nd legality this_	day of	20	_•
		A lamana	(City Attorney
Approved by the Coun	cil of the City of	Norman, this	day of	, 20
ATTEST:				
City Clerk			Mayor	

Contract K-2223- Item 23.
Bid No. 2223-49
03/01/2023

CONTRACT AFFIDAVIT

STATE OF Oklahoma)) ss:
COUNTY OF <u>Oklahoma</u>)	
	wful age, being first duly sworn, on oath says that they are the Agent ruction Co. to submit the above Contract to the City
	as not paid, given or donated or agreed to pay, give, or donate to any man, Oklahoma, any money or other thing of value, either directly or ct. Contractor
Subscribed and sworn to before me this	Kati Rotus
My Commission Expires:	Notary Public Public Public

CHANGE ORDER SUMMARY CITY OF NORMAN CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. ___001

DATE: March 13, 2023

CONTRACT NO.: <u>K-2223-114</u>

SUBMITTED BY: Jami Short

PROJECT: 12th Avenue NE & High Meadows Drive Intersection Improvements

CONTRACTOR: Rudy Construction Co.

P.O. Box 14575

Oklahoma City, Oklahoma 73113

Original Contract Time 180 days

ORIGINAL CONTRACT AMOUNT \$2,023,453.65

DESCRIPTION	DECREASE	INCREASE
Change in Pay Quantities	\$0	\$14,900
Change in Contract Time	0 Days	0 Days

NET CHANGE

\$14,900.00

REVISED CONTRACT AMOUNT

\$2,038,353.65

See Detailed Quantity Change Summary on Page 2 of 2.

Detail Quantity Change:

ITEM NO.	DESCRIPTION	UNIT	CONTRACT QUANTITY	CO No. 1 QUANTITY	QUANTITY CHANGE	COST CHANGE
125	Extended Maintenance Period to 5 years	LSUM	0	1	1	\$14,900
						
	TOTAL COST CHANGE					\$14,900

CONTRACTOR: Sh ###	DATE: 3/13/23
ENGINEER: Mica D. 3	DATE: 03/13/23
CITY ATTORNEY:	DATE:
ACCEPTED BY: (Mayor)	DATE:

Contract K-2223-114 Bid No. 2223-49 03/01/2023

Bond No.: 107749520

PERFORMANCE BOND

Known all men by these presents, that Rudy Construction Co.

Travelers Cassualty and Surety Company of America. Corporation organized under the laws of the State of Connecticut and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Two Million Towary Three Thousand Four Hundred Fifty Three & 65/100 DOLLARS, (\$ 2,023,453.65), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

BID 2223-49 12TH AVE NE AT HIGH MEADOWS DR INTERSECTION IMPROVEMENTS

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Contract K-2223-114 Bid No. 2223-49 03/01/2023

Performance Bond No. B-2223-53 Page 2 of 4

be hereunto affixed by its authorized repre	sentative(s) on the day of
	Rudy Construction Co. Principal
Corporate Seal) (where applicable) TTEST:	Principal Signed: Authorized Representative Title: Shane Allen, Vice President
orporate Secretary (where applicable)	Address: P.O. Box 14575 Oklahoma City, OK 73113
Corporate Seal) (where applicable	Telephone: (405) 478-9900 Surety: Travelers Casualty and Surety Company of America and SURE
ATTEST: ana/Taylor, Witness	Signed: Authorized Representative HARTFOR CONN Printed: Dillon Rosenhamer
	Authorized Representative
	Address: One Tower Square, Hartford, CT 06183
	Telephone: (860) 277-0111

Contract K-2223-114 Bid No. 2223-49 03/01/2023

Performance Bond No. B-2223-56 Page 3 of 4

CORPORATE ACKNOWLEDGEMENT

STATE OF OVICENOMO) ss:	
country of alahama	
The foregoing instrument was acknowledge before a Share fully- Mcl Orls alert Ludy Continuent Co.	(Name and Title), 2023, by a(n) corporation, on behalf of the corporation.
WITNESS my hand and scal this 13 day of Mar	2023.
My Commission Expires:	Notary Public
INDIVIDUAL ACK	NOWLEDGEMENT
STATE OF)	
COUNTY OF) ss:	
The foregoing instrument was acknowledge before me the(Name and Ti	nis day of, 20, by tle) of
a(n) corporation.	
WITNESS my hand and seal this day of	20 <u></u> .
My Commission Expires:	Notary Public
The property of the control of the c	

Contract K-2223-114 Bid No. 2223-49 03/01/2023

Performance Bond No. B-2223-56 Page 4 of 4

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF) ss:			
COUNTY OF) ss:			
The foregoing instrument was acknowledge before me (Name and Title)	e this day of	, 20, (partner/agent)	by on
behalf of, a partnership.			
WITNESS my hand and seal this day of	, 20		
My Commission Expires:	Notary Public	40 V 1944	
Wiy Commission Displaces			
CITY OF NORMAN			
Approved as to form and legality this day of	, 20		
	City Attorney		
Approved by the Council of the City of Norman this	day of	, 20	
ATTEST:			
City Clerk May	or		

Contract K-2223-114 Bid No. 2223-49 03/01/2023

STATUTORY BOND

			A DESTRUCTION OF THE PARTY OF T		Alexander II	Sond No.: 107749	9520
	Known all men by these presents that elers Casualty and Surety Company of America, a corp	Rudy Co	enstruction Co.	nder the	as I	PRINICPAL, the State	and of
Trave	clers Casualty and Surety Company of America, a configuration Connecticut, and authorized to transac	t husiness i	n the State of	Oklahoma.	as Surety, a	re held and fir	mly
	bound unto the State of Oklahoma in the sum of	I'wo Million Tw	enty Three Thousa	nd Four Hundred	Fifty Three & 6	5/100 DOLLA	RS
	(\$ 2,023,453.65), or the payment of which sum	PRINCIPA	AL and SURE	TY bind the	mselves, th	eir heirs execut	ors,
	administrators, successors and assigns jointly and seve	erally.					
	WHEREAS, the conditions of this obligation are following PROJECT:	such, that t	he PRINCIPA	L, being the	lowest and	best Bidder on	the
	BID 2223-49 12TH AVE NE AT HIGH M	EADOWS	DR INTER	RECTION	IMPRO	EMENTS	
	has entered into a written CONTRACT (K-223-11-2, 20, for the erection and construction)	4) with ction of this	THE CITY PROJECT, d	OF NORM	AN, dated ACT being i	this day	y of rein
	by reference as if fully set forth.						
	NOW, THEREFORE, if the PRINCIPAL, shall accordance with the CONTRACT, and shall well and t	truly nav all	indebtedness	incurred for	labor and m	iateriais and rep	MILE
	to and norte for equipment firmished in the making	ng of the	PROJECT, w	hether incu	rted by the	PRINCIPAL,	nis
	subscriptors or any material men then this chligati	on shall be	void. Otherw	ise this oblig	tation shall	remain in Iuli i	orce
	and effect. If debts are not paid within thirty (30)	days after the	ne same beco	mes que and	FALOS S2	for the amoun	i, or
	corporation entitled thereto may sue and recover on t due and unpaid.						
	It is further expressly agreed and understood by and no deviations from the plan or mode of procedure of them, from the obligation of this Bond.	the parties I herein fixed	nercto that no d shall have th	changes or a e effect of re	lterations in cleasing the	said CONTRA SURETIES, or	any
	It is further expressly agreed that the Principal	's obligation	s under this	Bond includ	e payment	of not less than	the
	prevailing hourly rate of wages as established by the Cof the U.S. Department of Labor or as determined by	Commission	er of Labor of	the State of	Oklahoma a	nd by the Secre	etary
	IN WITNESS WHEREOF, the PRINCIPAL has	caused these	e presents to b	e executed in	n its name a	nd its corporate	scal
	(the second section to be because affixed by its dill's	v anthorized	i representati	veisi, on the	Carried Carrie	A OF	1.
	20 and the SURETY has caused these presents to	be execute	d in its name	and its corpo	rate seal to	be hereunto aff	ixed
	by its authorized representative on the day	of	, 20			Section 1	
		Principa	l: Rudy Const	ruction Co.		が過去	3 . 1
	(Corporate Seal) (where applicable)		Rudy Cons	addion out		THE LAND	
	V LIANDS CULD	Signed	1: 51~	- A	MM	OF	4.23
	ATTEST			horized Rep	resentative	7).	MILE
	Soloeiai	Title:	Shane Allen,	Vice Preside	at	**************************************	MILL.
3	Corporate Secretary (where applicable)					the state of the s	
•0		Addre	ss: P.O. Box I	4575, Oklaho	ma City. OK	73113	
		Teleph	one: (405) 471	3-9900	-00 C. 00		

My Commission Expires:

Contract K-2223-114 Bid No. 2223-49 03/01/2023

Statutory Bond No. B-2223-57 Page 2 of 3

Surety: Travelers Casualty and Surety Company of America (Corporate Seal) (where applicable) Signed: Authorized Representative Printed: Dillon Rosenhamer Authorized Representative Title: Attorney-in-Pact Address: One Tower Square Hartford, CT 06183 Telephone: (860) 277-0111 CORPORATE ACKNOWLEDGEMENT STATE OF CILCUMON O COUNTY OF <u>QUaham</u> The foregoing instrument was acknowledge before me this 13 a(n) corporation, on behalf of the corporation. WITNESS my hand and seal this 13 day of Warv

Notary Public

Contract K-2223-114 Bid No. 2223-49 03/01/2023

Statutory Bond No. B-2223-57 Page 3 of 3

INDIVIDUAL ACKNOWLEDGEMENT

OT A TEL OF		
STATE OF) ss		
COUNTY OF		
The foregoing instrument was acknowledge before a	me this day of nd Title) of	, 20, by
a(n) corporation.		
WITNESS my hand and seal this day o	of, 20	
	Notary Public	
My Commission Expires:		
DADTNEDSUID	ACKNOWLEDGEMENT	
PARINERSHIF.	ACKNOWLEDGENIEN	
STATE OF		
COUNTY OF		
The foregoing instrument was acknowledge to (Name and	pefore me this day of _	, 20, by
behalf of, a par	rtnership.	
WITNESS my hand and seal this day of _	, 20	
	Notary Public	
My Commission Expires:		· Kale
CITY OF NORMAN		
Approved as to form and legality this day	of, 20	
	City Attorney	34 w (50
Approved by the Council of the City of Norman	this day of	, 20
ATTEST:		
	A THE THE PERSON OF THE PERSON	
City Clerk	Mayor	



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Dillon Rosenhamer of OKLAHOMA CITY . Oklahoma . their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attomeys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-In-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.









To verify the authenticity of this Power, of Atthrney, clease call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-fact and the details of the bond to which this Power of Attorney is attached.

Contract K-2223-114 Bid No. 2223-49 03/01/2023

CITY OF NORMAN MAINTENANCE BOND

		Bond No.: 107749520
Know all men by these presents that	Rudy Construction Co.	, as Principal, and
Tra	velers Casualty and Surety Company of Americ	a, a corporation organized
under the laws of the State of Connecticut SURETY, are held and firmly bound unto 7 Oklahoma, herein called CITY, in the sum of such sum being equal to the contract price and of the below described improvements Three Hundred Three Thousand Five Hundred Eighteen & 05/100DOLLA (15%) of the total contract price of said improvements sum PRINCIPAL and SURETY bind themselve and severally.	, and authorized to transact business. THE CITY OF NORMAN, a Municipal Two Millian Twenty Three Thousand Four Hundred DO I being in force for a period of one year free by the City Council, and the ARS(\$ 303,518.05), such sum being verments for a period of 4 year(s) therea	s in the State of Oklahoma, as Corporation of the State of LLARS (\$2.023.453.65), om the date of the acceptance reafter for the sum of g not less than fifteen percent fter, for the payment of which
WHEREAS, the conditions of this oblon the following project:	ligation are such that the PRINCIPAL, bei	ing the lowest and best bidder
BID 2223-49 12TH AVE NE AT HIG	CH MEADOWS DR INTERSECTION	I IMPROVEMENTS
has entered into a written CONTRACT (K	(-223-114) with the CITY OF NORMA d construction of this PROJECT, that CO	N, dated this day of NTRACT being incorporated
herein by references as if fully set forth; and,		
WHEREAS, under the ordinances of maintenance bond covering said construction hereinafter set forth, as a condition precedent	f the CITY the PRINCIPAL is required on of this PROJECT, the bond to inclute to final acceptance of the PROJECT.	d to furnish to the CITY a de the terms and provisions

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the

CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of five (5) years from the date of the written final acceptance by the CITY for Street and Storm Sewer improvements and two (2) years for waterline improvements, then this obligation shall be null and void.

Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Contract K-2223-114 Bid No. 2223-49 03/01/2023

Maintenance Bond No. MB-2223-47 Page 2 of 4

corporate seal (where applicable) to be hereunto	has caused these presents to be executed in its name and its affixed by its duly authorized representative(s), on theday of Y has caused these presents to be executed in its name its comparate law.
seal to be hereunto affixed by its authorized repr	esentative(s) on the day of, 20cs
(Corporate Seal) (where applicable)	Principal: Rudy Construction Co.
ATTEST:	Signed: Authorized Representative
- ONOUNI	Title: Shane Allen, Vice President
·Corporate Secretary (where applicable)	Address: P.O. Box 14575
	Oklahoma City, OK 73113
	Telephone: (405) 478-9900
(Corporate Seal) (where applicable)	Surety: Travelers Casualty and Surety Company of America
AFFEST:	Signed:
Sura lancon	Authorized Representative AHARTFORD
Jana Taylor, Witness	Printed: Dillon Rosenhamer Authorized Representative
	The state of the s
	Title: Attorney-in-Fact
	Address: One Tower Square, Hartford, CT 06183
	Telephone: (860) 277-0111
CORPORA	TE ACKNOWLEDGEMENT
STATE OF (MUMONO)	
COUNTRY OF OLIMANA) ss:	发展的是影响,
The foregoing instrument was acknowledged a(n) corporation, on behalf of the corporation.	ge before me this 13 day of Manh, 2023 by (Name and Title), of Vidy Con Michigan Con State of Contraction Con State of Contraction Contrac
WITNESS my hand and seal this 13day	5 Maria 20 73
WITNESS my hand and seal this 15 day	Val. Dom. I.
	Notary Public
My Commission Expires:	PUBLIC STATES

Contract K-2223-114 Bid No. 2223-49 03/01/2023

Maintenance Bond No. MB-2223-47
Page 3 of 3

INDIVIDUAL ACKNOWLEDGEMENT STATE OF COUNTY OF The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by (Name and Title) of a(n) corporation. WITNESS my hand and seal this _____ day of ______, 20___. Notary Public My Commission Expires: PARTNERSHIP ACKNOWLEDGEMENT COUNTY OF The foregoing instrument was acknowledge before me this _____ day of _____, 20___, by _____ (Name and Title)_____ (partner/agent) on behalf of , a partnership. WITNESS my hand and seal this _____ day of ______, 20___. Notary Public My Commission Expires: CITY OF NORMAN Approved as to form and legality this _____ day of ______, 20___. City Attorney Approved by the Council of the City of Norman this _____ day of _____ ATTEST:

City Clerk

Mayor

Resolution

R-2223-93

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING RUDY CONSTRUCTION COMPANY, INC., AS PROJECT AGENT FOR THE 12TH AVENUE N.E., AT HIGH MEADOWS DRIVE INTERSECTION IMPROVEMENTS PROJECT FOR THE CITY OF NORMAN.

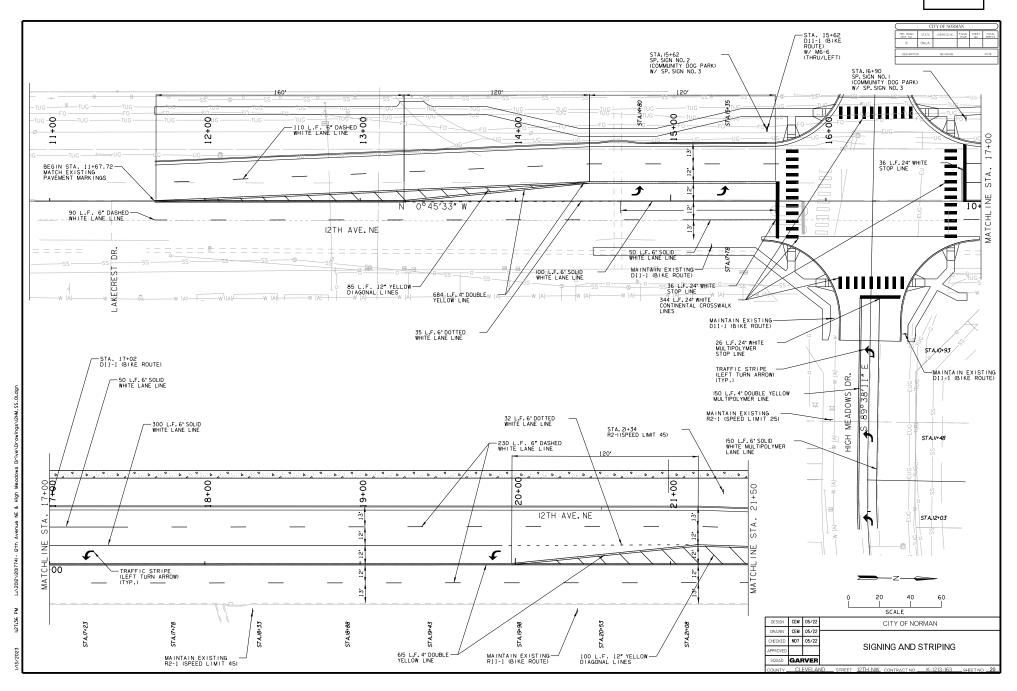
- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the taxexempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Rudy Construction Company, Inc., for the 12th Avenue N.E., at High Meadows Drive Intersection Improvements Project; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Rudy Construction Company, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Rudy Construction Company, Inc., to purchase materials which are in fact used for the 12th Avenue N.E., at High Meadows Drive Intersection Improvements Project; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Rudy Construction Company, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

§ 4. That the City of Norman, Oklahoma, on the 28th day of March, 2023, did appoint Rudy Construction Company, Inc., who is involved with the 12th Avenue N.E., at High Meadows Drive Intersection Improvements Project, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the 12th Avenue N.E., at High Meadows Drive Intersection Improvements Project.

PASSED AND ADOPTED THIS 28th day of March, 2023.

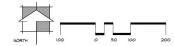
		Mayor	
	ATTEST:		
a M	City Clerk		





Griffin Sports Complex Amenities

- 1 Indoor Training Facility
- 2 Future Building Expansion
- 3 Concession/Restroom
- 4 Restroom Building
- 5 Soccer Plaza Area
- 6 Playground Area
- 7 Entry Sign
- 8 Shade Structure (Typ)
- 9 Premier Field Plaza
- 10 Entry Plaza
- 11 Drop-off Area
- 12 Existing Soccer Office
- 13 Existing Maintenance Building
- 14) Existing Pump House
- 15 Silos
- 16 Existing Walls
- 17 Proposed Walls
- 18 Park Area
- 19 Playground & Splash Pad
- 20 Trail
- 21 Sutton Wilderness Trail
- 22 Pedestrian Bridge
- 23 Existing Dog Park
- 24 Existing Pavilion
- 25 Existing Restroom
- 26 Fishing Dock







File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Ken Giannone, PE

PRESENTER: Ken Giannone, PE, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE,

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

BACKGROUND:

In January 2023, Norman Utilities Authority (NUA) learned that an existing 24" aerial sanitary sewer stream crossing south of State Highway 9, between Chautauqua and Jenkins (in what is colloquially known as "Oliver's Woods") appeared to be in danger of failing.

NUA immediately investigated and determined the aerial crossing is more than 60 years old and supported on concrete piers with shallow foundations, which in turn crossed the stream channel on top of an existing concrete box. The existing concrete box has failed and partially collapsed into the stream. The partial collapse has caused the pier foundations to shift. For the time being, the piers and the aerial crossing remain intact and the sanitary sewer continues to function as intended. Further movement by the foundations will likely result in the piers and the aerial sanitary sewer crossing failing catastrophically. Because the concrete box has the potential to fully collapse at any time, it was determined that immediate action must be taken to replace this crossing.

DISCUSSION:

Staff expedited the project by preparing design and bid documents to replace the crossing inhouse. Bids were advertised on February 9 and 16, 2023, and opened on March 9, 2023. Four (4) bidders submitted bids, and these are tabulated in the table below:

Bidder	Bid Price
Krapff-Reynolds Construction Co, OKC	\$593,630.00
Cimarron Construction Company, OKC	\$644,900.00
Matthews Trenching Company, Inc. OKC	\$997,820.00
Downey Contracting, LLC, OKC	\$1,405.823.00

Krapff-Reynolds Construction Co. (KRCC) of Oklahoma City, Oklahoma is the apparent low bidder with a total bid price of \$593,630. KRCC has extensive experience in completing projects of similar size, scope, and importance including the emergency replacement of a similar aerial stream crossing for NUA approximately 5 years ago. It is the opinion of NUA staff that KRCC is capable of completing the work on this project, and that they are, therefore, the lowest and best Bidder on the project.

Due to the critical and unplanned nature of this project, there were no funds budgeted for this work in Fiscal Year 2022/23. Consequently, if approved, NUA intends to transfer 623,000 (Contract + 5% Contingency = $593,630 + [5\% \times 593,630] = 623,000$) from the unencumbered balance in the Sewer Maintenance Fund to the Project Account for Project WW0178 to fund this project.

The City of Norman is exempt from the payment of any sales or use taxes. Pursuant to Title 68 O.S., Section 1356 (10) and as allowed by Oklahoma Tax Commission Rules Part 27 Trust Authority 710:65-13-140, direct vendors to the NUA are exempt from those taxes. A bidder and his subcontractors may exclude from their bid sales taxes on appropriate equipment, materials, and supplies that will not have to be paid while acting on behalf of the NUA. To minimize project costs, the NUA will make payment directly to vendors supplying equipment and materials for incorporation into the project.

RECOMMENDATION:

Staff recommends that: Bid 2223-53 be awarded to Krapff-Reynolds Construction Company; Contract K-2223-118 in the amount \$593,630 and Performance Bond B-2223-62, Statutory Bond B-2223-63, and Maintenance Bond MB-2223-51 be approved; funds in the amount of \$623,000 be appropriated from the Sewer Maintenance Fund Balance (account 322-29000) to Sanitary Sewer Arial Crossing: Hwy9 & Oliver Wood (project WW0178-CONST, account 32193338-46101), and NUA be authorized to purchase equipment and supplies on behalf of the contractor for incorporation into the project.

Contract K-2223-118 Bid No. 2223-53

CONTRACT

THIS CONTRACT by and between the NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, hereinafter designated as the AUTHORITY, and Krapff-Reynolds Construction Co hereinafter designated as the CONTRACTOR, effective the date last executed below,

WITNESSETH

WHEREAS, the AUTHORITY has caused to be prepared in accordance with law, specifications and other Contract Documents for the work hereinafter described; and has approved and adopted all of said Contract Documents; and has given and advertised an Invitation to Bid as required by law; and has received sealed Bids for the furnishing of all labor, materials and equipment for the following project:

City of Norman Utilities Authority
Contract No. K-2223-118
Project No. WW0178 - Sanitary Sewer Stream Crossing Replacement
State Highway No. 9 from Chautauqua to Jenkins

in accordance with and as outlined and set out in the terms and provisions of said Contract Documents; and,

WHEREAS, the CONTRACTOR in response to said Invitation to Bid, has submitted to the AUTHORITY in the manner and at the time specified, a sealed Bid in accordance with the terms of this said Contract Documents; and

WHEREAS, the AUTHORITY, in the manner provided by law, has publicly opened, examined, and canvassed the Bids submitted and has determined and declared the above-named CONTRACTOR to be the best Bidder on the above-prepared project, and has duly awarded said Bid to said CONTRACTOR, for the sum named in the proposal, to wit:

Five Hundred and Ninety-Three Thousand, Six Hundred and Thirty Dollars (\$) 593,630.00

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

- 1) The CONTRACTOR shall, in good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and said CONTRACT Documents, per the Table of Contents, including, but not limited to:
 - the Invitation to Bid published in the Norman Transcript
 - Notice to Bidders
 - the Instructions to Bidders;
 - the CONTRACTOR'S Bid or Proposal:
 - the Bonds thereto:
 - Multiple affidavits
 - the Conditions of the Contract
 - the Technical Specifications and Construction Drawings

all of which documents are on file in the Office of the AUTHORITY, and are made a part of this CONTRACT as fully as if the same were set out in full, with the following additions and/or exceptions:

Addendum No. 1 dated February 13, 2023, Addendum No. 2 dated February 24, 2023, and Addendum No. 3 dated March 3, 2023.

Contract K-2223-118 Bid No. 2223-53

2) The AUTHORITY shall make payments, minus a retainage as stipulated in the CONTRACT Documents, to the CONTRACTOR in the following manner: On or about the last day of each month, the project manager, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, of work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project manager, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the AUTHORITY, it shall be the duty of the project manager, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the AUTHORITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

- 3) The CONTRACTOR shall commence said work within <u>ten (10)</u> calendar days following receipt of a NOTICE-TO-PROCEED, prosecute the same vigorously and continuously, and complete the same within <u>90</u> calendar days following receipt of NOTICE-TO-PROCEED.
- 4) Time is of the essence in completion of this project and the AUTHORITY will suffer financial loss if the Work is not completed within the time(s) specified in preceding paragraph. CONTRACTOR and AUTHORITY also recognize the delays, expense, and difficulties involved in proving in a legal or arbitration proceeding such actual loss. Accordingly, instead of requiring any such proof, CONTRACTOR and AUTHORITY therefore further agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay AUTHORITY \$750 for each calendar day that expires after the time specified in preceding paragraph, plus any authorized extensions thereof, for completion and readiness for final payment of each portion of the Work.
 - 5) The AUTHORITY shall pay the CONTRACTOR for the work performed as follows:
 - a) Payment for unit price items shall be at the unit price bid for actual construction quantities. (or) Payment for the lump sum price items shall be at the price bid for actual construction complete in place.
 - b) Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt arise at to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied. And that the CONTRACTOR'S bid is hereby made a part of this CONTRACT.
- 6) The AUTHORITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price.
- 7) The CONTRACTOR shall not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the AUTHORITY; and that in the event any additions are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

Contract K-2223-118 Bid No. 2223-53

- 8) The parties mutually agree and acknowledge that this is an Oklahoma AGREEMENT and any dispute shall be resolved in accordance with the Laws of the State of Oklahoma and actions if necessary shall be brought in the District Court of Cleveland County. In the event of ambiguity in any of the terms of this AGREEMENT, it shall not be construed for or against any party on the basis that such party did or did not author the same
- 9) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the AUTHORITY, the CONTRACTOR shall be compensated therefore at the unit price bid or as agreed to by both parties in the execution of a Change Order.
- 10) No provision of this CONTRACT or of any such aforementioned documents shall be interpreted or given legal effect to create an obligation on the part of the AUTHORITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the AUTHORITY or in any way to restrict the freedom of the AUTHORITY to exercise full discretion in its dealing with the Contractor.
- 11) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the AUTHORITY prior to issuance of the NOTICE-TO-PROCEED and commencement of work on the project.

The following statement must be signed and notarize	ed before this Contract will become effective.
STATE OF Oklahoma	
COUNTY OF Oklahoma	
I certify that I am the duly authorized agent of Krap	off-Reynolds Construction Co. , CONTRACTOR.
	the anyone subject to the his/her direction or control has paid, given or fficer or employee of the AUTHORITY, anyone per other thing of the CONTRACT. Krapff-Reynolds Construction to a control has paid, given or control has paid and control has
Subscribed and sworn to before me this 24th	day of March , 2023 .
My Commission Expires: 12/12/2023	Notary Public (or Clerk of Judge) # 11011133 EXP. 12/12/23 SEALS OUBLIC OF OKLANIIII

00500 Contract

Contract K-2223-118 Bid No. 2223-53

DATED thi	s day of		20		
ATTEST Corporate	Secretary (where annlicable)	SEAL	ACCONOLINATION OF THE PROPERTY	Krapff-Reynolds Coppline PRINCIPAL Authorized Representation Level Level Name and Title	W
(Corporat	e Seal) (where applicable)		Address:		dahoma City, OK 7311
		T	elephone:	405-733-9682	
NORMAN	UTILITIES AUTHORITY				
APPROVE	D as to form and legality this	day of		, 20	
					AUTHORITY Attor
Approved b	by the Trustees of the NORMAN U	TILITIES AUTH	ORITY this	day of	
	, 20				
NORMAN	UTILITIES AUTHORITY				
			ATTEST		
Ву:	 				
Title:	Chairman			Secretary	

Bond No: 107746463

Norman Utilities Authority WW0178 – Sanitary Sewer Stream Crossing Replacement State Highway 9 Between Chautauqua and Jenkins Contract K-2223-118 Bid No. 2223-53 B-2223-62

PERFORMANCE BOND

Know all men by these presents that Krapff-Reynolds Construction Co as PRINCIPAL, and						
Travelers Casualty and Surety Company of America, a corporation organized under the laws of the						
State of <u>Connecticut</u> , and authorized to transact business in the State of Oklahoma, as SURETY, are held						
and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called						
AUTHORITY, in the sum of Five Hundred and Ninety-Three Thousand, Six Hundred and Thirty Dollars (\$ 593,630.00						
for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors,						
administrators, successors and assigns jointly and severally.						
WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the successful bidder on the following PROJECT:						
City of Norman Utilities Authority						
Contract No. K-2223-118						
Project No. WW0178 - Sanitary Sewer Stream Crossing Replacement						
State Highway No. 9 from Chautauqua to Jenkins						
has entered into a written CONTRACT K-2223-118 with the AUTHORITY, dated to						
perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.						
NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by the CONTRACT						
and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness						
incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether						
incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the AUTHORITY						
from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by						
the PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence						
of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of the						
PRINCIPAL or his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the AUTHORITY						
harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation						
shall be null and void. Otherwise this obligation shall remain in full force and effect.						
It is further expressly agreed and understood by the parties hereto that no changes or alterations in the						
CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the						
sureties, or any of them, from the obligations of this Bond.						

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than

the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S.

Department of Labor or as determined by a court on appeal.

Contract K-2223-118 Bid No. 2223-53 B-2223-62

		nese presents to be executed in its name and its representative(s) on theday of
(Corporate Seal) (where applicable) ATTEST	Signed:	Krapff-Reynolds Construction Company PRINCIPAL
Corporate Secretary (where applicable)	0.3	Authorized Representative
SEAL CORPORATE	Address:	Name and Title
MAHOMA ONLINE	AUU1695.	2400 N.E. 4th St. Okhhoma City
	Telephone:	(405) 733-9682
(Corporate Seaf) ATTEST		Travelers Casualty and Surety Company of America SURETY
Becky Killman Corporate Segretary	Signed:	Authorized Representative
	Address;	Deborah L. Raper, Attorney-in-Fact Name and Title 9401 Cedar Lake Avenue, OKC, OK 73114
	Telephone:	

Contract K-2223-118 Bid No. 2223-53 8-2223-62

CORPORATE ACKNOWLEDGEMENT

	47.6
	STATE OF White a)
	COUNTY OF (Klahom)
	The foregoing instrument was acknowledged before me this <u>warch</u>
	20 23 by Tangs 1. King Ores of Angles Construction Contractor Name and Title Corporation, on behalf of the corporation.
SEAL DELY	KAREN WHOMBLE Notary Public State of Oklahoma WITNESS my hand and seal this 20 day of March 20.7.3.
Commission	# 13009608 Exp: 10/18/25 Notary Public
	My Commission Expires: 10/18/2025
	INDIVIDUAL ACKNOWLEDGEMENT
	STATE OF)
)§
	COUNTY OF)
	The foregoing instrument was acknowledged before me this day of,
	20 by an individual
	20, by an individual. Name and Title
	WITNESS my hand and seal this day of20
	Notary Public
	My Commission Expires:
	···,····

Contract K-2223-118 Bid No. 2223-53 B-2223-62

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)	
COUNTY OF)	
The foregoing instrument was acknowledged before me this _	day of,
20, by	partner (or agent) on behalf of
, a partnership) .
WITNESS my hand and seal	this day of20
	Notary Public
My Commission Expires:	
NORMAN UTILITIES AUTHORITY	
APPROVED as to form and legality this day of	, 20
	AUTHORITY Attorney
Approved by the Trustees of the NORMAN UTILITIES AUTHO	DRITY this day of
, 20	
NORMAN UTILITIES AUTHORITY	
	ATTEST
Ву:	
Title: Chairman	Secretary

Item 24.

Bond No: 107746463

Norman Utilities Authority WW0178 – Sanitary Sewer Stream Crossing Replacement State Highway 9 Between Chautauqua and Jenkins Contract K-2223-118 Bid No. 2223-53 B-2223-63

STATUTORY BOND

Know all men by these presents that Krapff-Reynolds Construction Co as PRINCIPAL, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto NORMAN UTILITIES AUTHORITY, a Public Trust of the State of Oklahoma, herein called AUTHORITY, in the sum of Five Hundred and Ninety-Three Thousand, Six Hundred and Thirty Dollars (\$ 593.630.00)
WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on
City of Norman Utilities Authority Contract No. K-2223-118 Project No. WW0178 - Sanitary Sewer Stream Crossing Replacement State Highway No. 9 from Chautauqua to Jenkins
has entered into a written CONTRACT <u>K-2223-118</u> with the AUTHORITY, dated to perform and complete said PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.
NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 §2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Contract K-2223-118 Bid No. 2223-53 B-2223-63

	IN WITNESS WHEREOF, the PRINCIPAL has caused these p seal (where applicable) to be hereunto affixed by its duly authorized corporate seal to be hereunto affixed by its authorized representative or 20	orized representative(s), on the day of these presents to be executed in its name and its
	(Corporate Seal) (where applicable) ATTEST	Krapff-Reynolds Construction Company PRINCIPAL
	Comporate Secretary (where applicable)	Authorized Representative
HARAPEF PRILL	SEAT C	James L- King President Name and Title
ARALINIA PAR	Address Address	2400 N.E. 4th St. Oklahoma City, OK 73117
	Telephone	(405) 733-9682
	(Corporate Seal)	Travelers Casualty and Surety Company of America
	ATTEST	SURETY
	Becky Kellman Signed Corporate Segretary	Authorized Representative
	A dela con	Deborah L. Raper, Attorney-in-Fact Name and Title
	Address	9401 Cedar Lake Avenue, OKC, OK 73114
	Telephone	405-418-8600

Contract K-2223-118 Bid No. 2223-53 B-2223-63

CORPORATE ACKNOWLEDGEMENT

STATE OF OKLAHOMA)	
COUNTY OF OKIAHOMA)	
The foregoing instrument was acknowledged before me this 20 day of March.	
20 23 by James L. King Bros. of Zhapse Nounclds Conservation	Co
a	
WITNESS my hand and seal this 20 day of Much 20 23. Notary Public State of Oklahoma Commission # 13009608 Exp: 10/18/25	
My Commission Expires: 10/18/2025	
INDIVIDUAL ACKNOWLEDGEMENT	
STATE OF OKLAHOMA) S COUNTY OF)	
The foregoing instrument was acknowledged before me this day of,	
20, by an individual. Name and Title	
WITNESS my hand and seal this day of20	•
Notary Public	•
My Commission Expires:	

Contract K-2223-118 Bid No. 2223-53 B-2223-63

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF	OKLAHOMA)	10		
COUNTY O	F))§		
The faregoir	ng instrument was acknowled	ged before me this day of _		ب
20, b	y Name and Title	partn	ner (or agent) on beha	lf of
		, a partnership.		
	WITNES	S my hand and seal this day	y of	20
		Notary F	Public	
My Commis	sion Expires:			
NORMAN U	TILITIES AUTHORITY			
APPROVED	as to form and legality this _	day of	, 20	
				AUTHORITY Attorney
	the Trustees of the NORMA	.N UTILITIES AUTHORITY this 	day of	
NORMAN	UTILITIES AUTHORITY			
		ATTEST		
Ву:			٠	
Title:	Chairman		Secretary	

Item 24.

Bond No: 107746463

Norman Utilities Authority WW0178 – Sanitary Sewer Stream Crossing Replacement State Highway 9 Between Chautauqua and Jenkins

Contract K-2223-118 Bid No. 2223-53 MB-2223-51

MAINTENANCE BOND

Know all men by these presents thatKrapff-Rey	noids Construction Co as PRINCIPAL, and
Travelers Casualty and Surety Company of America	a comporation organized under the laws of the
State of Connecticut, and authorized to transact b	
and firmly bound unto NORMAN UTILITIES AUTHORITY, a l	
AUTHORITY, in the sum of Five Hundred and Ninety-Three Thous	
 ; ;	and SURETY bind themselves, their heirs, executors,
administrators, successors and assigns jointly and severally.	
WHEREAS, the conditions of this obligation are such, the	hat the PRINCIPAL, being the successful bidder on the
following PROJECT:	-
City of Norman Utilities	a Authority
Contract No. K-222	23-118
Project No. WW0178 - Sanitary Sewer Str	
State Highway No. 9 from Chau	
State riighway No. 9 from Chau	itaudus to selikilis
has entered into a written CONTRACT K-2223-118 with the	AUTHORITY, dated
to perform and complete said PROJECT, that CONTRACT being	
WHEREAS, under the ordinances of the AUTHORITY, the a maintenance bond covering said construction of this PROJECT, set forth, as a condition precedent to final acceptance of the PRO	•

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the AUTHORITY or expense to the AUTHORITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the AUTHORITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the AUTHORITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Contract K-2223-118 Bid No. 2223-53 MB-2223-51

		te seal (whe	re app	dicabl to b	e) to be l , 20_ e hereu	nereunto , and	affixed by	y its duly aut ETY has cai	ese presents to be executed in its name and its horized representative(s), on the day of used these presents to be executed in its name d representative(s) on the day of
					20				
	(Corpo	orate Seal) (ST	where a	applic	able)				Krapff-Reynolds Construction Company PRINCIPAL
	0	Town	de	mh	11_	-	-	Signed:	Jan 1. Lig
HIH	Corpo	s Contraction	ry (Whe	ere ap	plicable)				Authorized Representative
9	COR	PORTO							James L. King President Name and Title
2	Ottan	AL						Address:	2100 N.E. 4th St. Oklahoma City, OK 731
WAR .	munn Stanton	Munumuning	•						
								Telephone:	(405) 733-4682
	(Corpo	orate Seal)							Travelers Casualty and Surety Company of America
	ATTES	ST .		-					SURETY
	Corpo	e de Secreta	t k	ı	llmo	n		Signed:	bloom Authorized Representative
									Deborah L. Raper, Attorney-in-Fact Name and Title
								Address:	> Signamu
								, 122/000	9401 Cedar Lake Avenue, OKC, OK 73114
							_		
								Telephone:	405-418-8600

Contract K-2223-118 Bid No. 2223-53 MB-2223-51

CORPORATE ACKNOWLEDGEMENT

	STATE OF Alahoma) SOUNTY OF Alahoma)				
	The foregoing instrument was acknowledged before me this 20 day of March.				
	20 23, by Towes 1. King gree of Krapes Reynolds, Construction (Name and Title a	72			
SEAL SEAL SEAL SEAL SEAL SEAL SEAL SEAL	KAREN WHOMBLE Notary Public State of Oklahoma # 13009608 Exp: 10/18/25 WITNESS my hand and seal this 2 day of 20 2 3. Notary Public Notary Public				
	My Commission Expires: 10/18/7025				
	INDIVIDUAL ACKNOWLEDGEMENT				
	STATE OF) COUNTY OF)				
	The foregoing instrument was acknowledged before me this day of,				
	20, by an individual. Name and Title				
	WITNESS my hand and seal this day of20				
	Notary Public				
	My Commission Expires:				

00610 Maintenance Bond

April 2023

Contract K-2223-118 Bid No. 2223-53 MB-2223-51

PARTNERSHIP ACKNOWLEDGEMENT

STATE OF)			
COUNTY O	DF))§		
		dged before me this day of		
20, b	Name and Title	pa	rtner (or agent) on beha	alf of
		, a partnership.		
	WITNES	SS my hand and seal this	day of	20
		Notar	y Public	
My Commis	ssion Expires:			
NORMAN L	JTILITIES AUTHORITY			
APPROVE	O as to form and legality this	day of	, 20,	
				AUTHORITY Attorney
	y the Trustees of the NORMA	AN UTILITIES AUTHORITY this —.	day of	
NORMAN	UTILITIES AUTHORITY			
		ATTEST		
Ву:		<u> </u>		
Title:	Chairman		Secretary	



Travelers Casualty and Surety Company of America Travelers Casualty and Surety Company St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint Deborah L. Raper of OKLAHOMA CITY , Oklahoma , their true and lawful Attorney(s)-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this 21st day of April, 2021.







State of Connecticut

City of Hartford ss.

On this the 21st day of April, 2021, before me personally appeared Robert L. Raney, who acknowledged himself to be the Senior Vice President of each of the Companies, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of said Companies by himself as a duly authorized officer.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

My Commission expires the 30th day of June, 2026



Anna P. Nowik, Notary Public

Robert L. Raney, Senior Vice President

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of each of the Companies, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary, and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Senior Vice President, any Assistant Vice President, any Assistant Vice President, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, Kevin E. Hughes, the undersigned, Assistant Secretary of each of the Companies, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this

day of

2023







Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.

Please refer to the above-named Attorney(s)-in-Fact and the details of the bond to which this Power of Attorney is attached.

NORMAN UTILITIES AUTHORITY PROJECT WW0178 - SANITARY SEWER STREAM CROSSING REPLACEMENT STATE HIGHWAY 9 BETWEEN CHAUTAUQUA AND JENKINS CONTRACT K-2223-118 BID 2223-53

BID TABULATION

Bid Opening Date March 9, 2023
Bid Opening Time 2:00 PM

Company	Address	Total Base Bid	
Vranff Dounalds Construction Co	2400 NE 4th Street	خ .	F02 620 00
Krapff-Reynolds Construction Co	Oklahoma City, OK	\$	593,630.00
Circa was Caraturatian Carana	3501 NE 63rd St	ć	644,000,00
Cimarron Construction Company	Oklahoma City, OK	\$	644,900.00
Matthausa Transhina Callina	919 S. Fairmont Avenue	ć	007.020.00
Matthews Trenching Co., Inc.	Oklahoma City, OK	Oklahoma City, OK	997,820.00
Downey Contracting, LLC	3217 NE 63rd Street	,	1 105 022 00
	Oklahoma City, OK	\$	1,405,823.00

City of Norman Utilities Authority

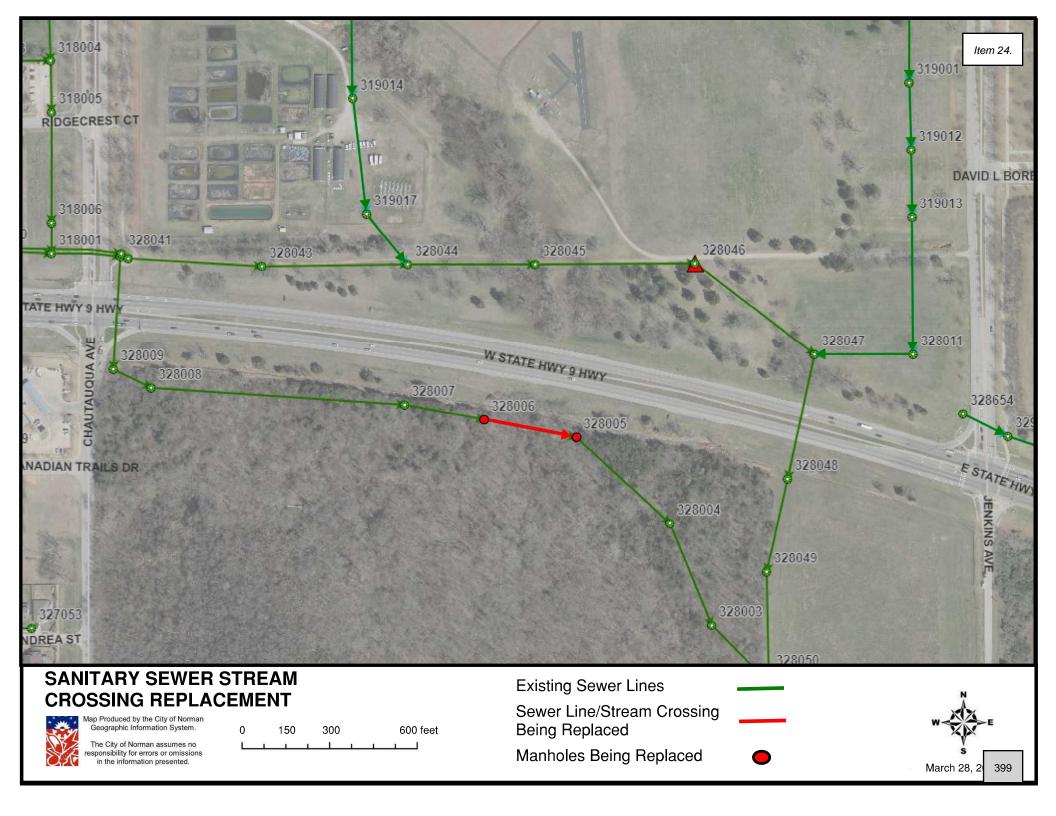
Project WW0178 - Sanitary Sewer Stream Crossing Replacement

State Highway 9 between Chautauqua and Jenkins

Bid No. 2223-53, Contract No. K-2223-118

TABULATION OF UNIT PRICES ONLY FOR BID OPENING ON THURSDAY, MARCH 9, 2023 AT 2:00:00 PM

Item No.	Description	Krapff-Reynolds Construction Co	Cimarron Construction Company	Matthews Trenching Co., Inc.	Downey Contracting, LLC
		Oklahoma City, OK	Oklahoma City, OK	Oklahoma City, OK	Oklahoma City, OK
1	Mobilizaton and Insurance	\$25,000.00 /LS	\$23,500.00 /LS	\$50,000.00 /LS	\$65,531.00 /LS
2	Erosion Control	\$10,000.00 /LS	\$12,500.00 /LS	\$30,000.00 /LS	\$16,530.00 /LS
3	Clearing	\$20,000.00 /LS	\$30,650.00 /LS	\$55,000.00 /LS	\$201,759.00 /LS
4	Bypass Pumping	\$20,000.00 /LS	\$29,000.00 /LS	\$30,000.00 /LS	\$134,787.00 /LS
5	Demolition and Disposal of Existing Concrete Piers and Failing Concrete Box	\$10,000.00 /LS	\$36,245.00 /LS	\$20,000.00 /LS	\$119,978.00 /LS
6	24-Inch Aerial Crossing	\$725.00 /LF	\$425.00 /LF	\$600.00 /LF	\$635.00 /LF
7	24-Inch Sanitary Sewer	\$200.00 /LF	\$285.00 /LF	\$200.00 /LF	\$341.00 /LF
8	Drilled Reinforced Concrete Piers	\$238.00 /VF	\$180.00 /VF	\$50.00 /VF	\$712.00 /VF
9	Reinforced Concrete Pier Caps	\$5,000.00 /Ea	\$15,000.00 /Ea	\$76,500.00 /Ea	\$13,638.00 /Ea
10	CCTV 24-Inch Sanitary Sewer	\$2.00 /LF	\$7.50 /LF	\$8.00 /LF	\$12.00 /LF
11	Leakage Testing 24-Inch Sanitary Sewer	\$2.00 /LF	\$7.60 /LF	\$15.00 /LF	\$15.00 /LF
12	Rip Rap	\$49.00 /SY	\$75.00 /SY	\$100.00 /SY	\$108.00 /SY
13	Solid Slab Sodding	\$3.50 /SY	\$7.00 /SY	\$8.00 /SY	\$4.00 /SY
14	Buckwheat Groundcover	\$11.50 /SY	\$3.00 /SY	\$5.00 /SY	\$4.00 /SY
15	Sanitary Sewer Manholes	\$6,000.00 /Ea	\$3,800.00 /Ea	\$4,500.00 /Ea	\$7,868.00 /Ea
	TOTAL BASE BID FOR EACH BIDDER =	\$593,630.00	\$644,900.00	\$1,405,823.00	\$1,405,823.00



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: March 28, 2023

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2223-127:
A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND RJN GROUP, INC., IN THE AMOUNT OF \$343,192 FOR WASTEWATER FLOW MONITORING SERVICES AND BUDGET

TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

In March 2002, the Norman Utilities Authority (NUA) approved Contract K-0102-50 with RJN Group, Inc. (RJN) which began a program to measure wastewater flows from satellite collection systems. Satellite systems are privately owned wastewater collection systems that discharge into the NUA system. The program began with the installation of 10 flow meters at discharge points serving the University of Oklahoma (OU). The scope of services included metering equipment selection, installation, calibration and software for data collection and reporting, and meter maintenance. The contract was amended several times to authorize continued maintenance, data collection and reporting.

In 2007, a Request for Proposal (RFP) was forwarded to interested engineering firms. On August 28, 2007, Contract K-0708-42 for Permanent Wastewater Flow Metering services was awarded to RJN in an annual amount not to exceed \$150,000. Under Contract K-0708-42, additional unit prices were provided to perform meter maintenance, if necessary, and install a total of 19 meters. Additional meters were installed at discharges from several satellite systems such as mobile home parks and apartment complexes to determine if permanent meters were justified at these locations. Additional meters were installed to determine wastewater flows prior to and following improvements under the Sewer Maintenance Program (SMP) to determine the effectiveness of the sewer main replacements. The NUA has approved five amendments to Contract K-0708-42 extending RJN's services through August 27, 2014.

In 2014, Contract K-1415-34 was awarded to the RJN Group, Inc., due to their experience in working with our system and processes and lack of other available competitors for this work. Seven amendments were issued under this contract to operate and maintain the meters. The flows continue to be used to measure effectiveness of the SMP project, billing for OU, and overall flow measurements to be used to monitor system capacity and for future modeling purposes. Additionally, RJN developed a website management system for the data to provide easier access for staff. Lastly, this information was used to support efforts to measure virus loads in wastewater during the pandemic.

In 2022, Contract K-2223-46 was awarded to the RJN Group, Inc., due to their experience in working with our system and processes. The flows continue to be used to measure effectiveness of the SMP

project, billing for OU, and overall flow measurements to be used to monitor system capacity and for future modeling purposes. Rates and costs in the contract continue to be in line with industry standards and costs for this work.

DISCUSSION:

For Fiscal Year Ending 2023, City Council requested that staff develop a new comprehensive land use plan. As a component of this, updates to water, wastewater and sanitation plans (in addition to other City plans) are warranted to ensure that facilities can serve the proposed land use or required capital improvements to serve the proposed land use are determined. Specifically for the wastewater system, updated flow monitoring is necessary to measure current dry weather and wet weather flows to properly model and evaluate the capacity of the wastewater collection system. Current permanent flow meters provide long-term data for flows on key interceptors but more detailed data is necessary to better understand what is occurring further upstream within the sub-basins. The last detailed flow monitoring effort was completed by the RJN Group, Inc., in 2012 which is not recent enough to represent current flow conditions.

Due to their familiarity with the system resulting from the 2012 detailed flow monitoring and ongoing permanent flow metering, use of RJN Group, Inc., for the temporary flow monitoring is recommended by staff. Proposed Contract K-2223-127 is for 30 meters and 7 rain gauges for a period of 60 days with the City-option to extend the period by 30 days if necessary to measure flows during additional wet weather events. The contract amount for the initial 60-day period is \$280,108 and \$63,084 for the optional 30-day period for a total contract of \$343,192. This flow monitoring data will be provided to the consultant completing wastewater modeling effort required for the wastewater master plan update.

Funding for the project is proposed to be from a Budget Transfer from the Bishop Creek Interceptor Construction Account (32290048-46101 / WW0174-CONST2) into Wastewater Master Plan Design Account (32290048-46101 / WW0179-DESIGN) in the amount of \$350,000. Funding for the Bishop Creek Interceptor project could be restored once the project and sizing information is confirmed by the updated modeling effort.

The temporary flow monitoring work will be completed in 2023.

RECOMMENDATION:

Staff recommends approval of Contract K-2223-127 with RJN Group, Inc. to perform temporary wastewater flow monitoring services in an amount not to exceed \$343,192, and budget transfer in the amount of \$350,000 from the Bishop Creek Interceptor, Construction (Account 32290048-46101; Project WW0174) into Wastewater Master Plan, Design (Account 32290048-46101; Project WW0179).

AGREEMENT

FOR

ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and RJN GROUP, INC., (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to complete temporary wastewater flow monitoring at specified locations within the collection system for provide current sewer flow information as necessary to provide current information to calibrate and updated hydraulic model for upcoming wastewater master planning efforts;

WHEREAS, OWNER requires engineering, installation and maintenance services more fully described in Attachment B in connection with the 2023 Temporary Wastewater Flow Metering Project (the SERVICES); and,

WHEREAS, ENGINEER is prepared to provide said SERVICES; and.

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this	AGREEMENT shall be	

ARTICLE 2 - COMPLETION DATE

ENGINEER shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

ENGINEER shall perform the SERVICES described in Attachment B. Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER's SERVICES on the PROJECT. Such data may include electronic data available from the OWNER's Geographic Information System (GIS), data generated by OWNER's water distribution system model and existing water quality data. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. <u>Access to Facilities and Property:</u> OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES.
- 6.3. <u>Timely Review:</u> OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. <u>Meetings:</u> OWNER will participate in monthly progress meetings or other meetings with ENGINEER or contractor(s) defined in Scope of Services.
- 6.5. <u>Advertisements, Permits, and Access:</u> Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or

- federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER's SERVICES or PROJECT construction.
- 6.6. <u>Hazardous Substances</u>: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated.

ARTICLE 7 - STANDARD OF CARE

ENGINEER shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a professional engineer under similar circumstances. ENGINEER shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 <u>General</u>. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, the ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. The ENGINNER agrees to defend, indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the ENGINEER in the performance of services under this Agreement. OWNER agrees to defend, indemnify, and hold harmless the ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. The ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 <u>Employee Claims</u>. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 <u>Consequential Damages</u>. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 <u>Survival</u>. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT ENGINEER shall maintain the following insurance:

9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.

- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.
- 9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

ENGINEER shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and ENGINEER as additional insured on their General Liability Insurance policies.

ENGINEER and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and ENGINEER to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since ENGINEER has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, ENGINEER's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. ENGINEER does not guarantee that proposals, bids, or actual PROJECT costs will not vary from ENGINEER's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request ENGINEER shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by ENGINEER pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor ENGINEER shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or ENGINEER under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 15 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

ENGINEER: Adam Burk, P.E., Project Manager

RJN GROUP, INC.

4150 S. 100th E. Avenue, Suite 106

Tulsa, OK 74146 918-627-9737 aburk@rjnmail.com

OWNER: Nathan Madenwald, Utilities Engineer

City of Norman – Utilities Department

225 N Webster Avenue

P.O. Box 370

Norman OK 73069 / 73070

405-366-5426

nathan.madenwald@normanok.gov

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

ARTICLE 16 - WAIVER

A waiver by either OWNER or ENGINEER of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 - NON-DISCRIMINATION

In connection with the performance of work under this contract, the ENGINEER agrees as follows:

- A. The ENGINEER agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The ENGINEER shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The ENGINEER and any companies subcontracted shall agree to post in a conspicuous place, available to employees and applicants for employment, notices to be provided by the City Clerk of the City of Norman setting forth the provisions in this section.
- B. In the event of the ENGINEER's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The ENGINEER may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the ENGINEER.
- C. The ENGINEER agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A - Schedule Attachment B - Scope of Services Attachment C - Compensation Exhibit 1 – Project Location Map

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and ENGINEER each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and ENGINEER have	e executed this AG	GREEMENT.
DATED this day of	20	·
RJN GROUP, INC ENGINEER Rambell of Banks	ATTEST	Adam Burk
By: Vice President Title:		Project Manager
Norman Utilities Authority- OWNER APPROVED as to form and legality this day of _		, 20
APPROVED by the Trustees of the Norman Utilities Auth 20	ority this	City Attorney day of
	ATTEST	
Ву:		
Title:		

ATTACHMENT A SCHEDULE

The service and data management period under this contract will be from April 3, 2023 through August 31, 2023.

If new equipment installation or relocation of existing metering or telemetry equipment is requested and authorized by the OWNER as Additional Services, the ENGINEER shall mobilize within 21 days of receipt of the written Notice to Proceed and shall achieve Substantial Completion of equipment installation at the approved site locations within 60 days of the Notice to Proceed. Upon Substantial Completion, the annual Service and Data Management Period shall commence on a site-by-site basis.

ATTACHMENT B SCOPE OF SERVICES

RJN will coordinate its activities with NUA to ensure operation and maintenance activities are coordinated and that selected flow monitoring locations are appropriate for model calibration and verification.

The work will include the following activities:

A. Mobilization & Project Management

- 1. **Project Team –** RJN's project team will include:
 - a. A **Project Manager** to coordinate the Consultant's activities with NUA, including monthly progress meetings and data deliverables.
 - b. A **Data Manager** to direct the processing, finalization and reporting of data.
 - c. A **Field Manager** to supervise the installation and maintenance of the flow monitoring equipment utilizing equipment manufacturer's procedures.
 - d. **Field Crews** and **Data Technicians** trained in the proper installation, operation, and maintenance of the equipment and in the tasks associated with this project.
- 2. **Safety Equipment RJN** will ensure that all personnel are certified in confined space entry. RJN will provide the required and necessary confined space access safety equipment, and the traffic control devices necessary to meet Federal, State and Local requirements.

B. Flow Meter Site Selection and Installation

- Site Selection –RJN will provide map exhibits of proposed monitoring sites with the Notice to Proceed. Map exhibits shall contain sufficient information to identify target locations and identify alternate installation locations. Sufficient information includes but is not limited to proposed target installation site and at minimum two (2) upstream and two (2) downstream manholes to install the flow meter. The flow monitoring sites will be selected to adequately characterize sanitary sewer flows. A total of 30 temporary flow meters are anticipated.
- 2. Site Investigations The proposed preliminary flow monitoring locations will be verified by RJN by performing a thorough site investigation, including descending the manhole, verifying hydraulic suitability, pump station operation, and other pertinent items influencing the site. Traffic and other accessibility conditions will also be evaluated during site investigations. The hydraulic conditions at each site, including flow depth and velocity will be evaluated and will dictate the metering equipment selection and optimal sensor placement. If a location is identified as being unsuitable, RJN will coordinate with NUA and investigate up to two (2) alternate sites (upstream or downstream) for consideration. RJN will also check for debris and other operational or maintenance concerns in the manhole that could impact data quality, including sensor fouling, surcharging, and excessive siltation.

A NUA representative will be available at request of RJN field crews to aid in locating and/or accessing meter sites.

3. Flow Meter Installation – Flow meters will be installed in accordance with manufacturer recommendations at flow metering sites approved by NUA. RJN will use area-velocity flow meters designed to measure flow in sanitary sewer pipes under free-flow and surcharged conditions. The primary depth sensor will be ultrasonic with a resolution to the nearest 0.01 foot. The meter will have level

measurement redundancy in the form of a pressure sensor. The primary velocity sensor will use Doppler technology to measure the flow velocity. The sensors will be securely attached to the pipe by means of metal bands or anchoring hardware designed specifically for that purpose. Based on the results of the site investigations, RJN will select the equipment that is best suited for the application in order to provide accurate and reliable flow data. Metering equipment will be laboratory tested prior to deployment on the project. The proposed equipment allows RJN technicians to view data collected by the meter and to perform on-site comparison testing and calibration to measured flows. All on-site calibrations will be documented as part of the initial meter set-up documentation.

Finalized Installation Site Reports will be submitted to NUA after equipment installation. Finalized Installation Site Reports will include but not be limited to the following:

- Flow meter site location and method of measurement (equipment installed)
- Velocity and depth sensor locations on pipe (clock position, distance to pipe invert)
- Sediment depth, if any
- Monitor level and independently measured level (flow depth)
- Monitor flow velocity and independently measured velocity
- On-site adjustments made to calibrate flow meter to in-situ conditions per equipment manufacturer recommendations
- Map indicating site location
- Photograph of site location at surface
- Photograph of installed equipment
- 4. **Rainfall Measurement** RJN will prepare seven (7) tipping bucket rain gauges for field installation and conduct a series of performance and calibration tests to verify equipment meets operating standards. RJN will inspect the proposed gauging locations to determine their suitability for installation of the equipment.
- 5. Typical Installation A typical flow monitor installation will include: the primary ultrasonic depth sensor mounted at the crown of the pipe, a redundant depth sensor mounted in the invert, and a Doppler primary velocity sensor also mounted in or near the invert. The meter (data logger) and sensor cables will be firmly secured to the manhole walls and/or steps in order to allow ready access by field personnel and to minimize the chances for debris to get caught in the cables.
- 6. Location and Equipment Owner Identification Manhole lids where meters are installed will be painted green to alert maintenance crews and others to the presence of monitoring equipment. Installed equipment will also be tagged with RJN contact information with a request to contact RJN prior to disturbing any of the installed equipment.
- 7. Clocks and Equipment Sampling Rate All flow meters and rain level monitors will be synchronized in time to the same clock. Flow meters will be programmed to collect depth and velocity data at five-minute (5) minute intervals. Clocks will be programmed to record data at CT minus 5 (central time) for the duration of the flow monitoring period. Adjustments for daylight savings will not be made in the processed data submitted to NUA and will need to be accounted for by the user of the data, as necessary and appropriate.
- 8. **Initial Meter Confirmations / Hydraulic Calibrations -** Upon installation and activation of each flow meter, RJN field crews will take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crew(s) will also take manual velocity readings of the cross-section (velocity profile) of flow in order to determine the pipe

hydraulic profile (hydraulic calibrations). All hydraulic calibration measurements, adjustments, and efforts undertaken will be logged on the Meter Installation Site Report specific to that installation.

C. Monitoring Program Start and Duration

- 1. **Monitoring Program Start** The flow metering period will start upon installation of flow meters at all approved flow monitoring sites.
- 2. **Monitoring Period -** The monitoring period is estimated to be 60 days. NUA may extend this period by an additional 30 days.

D. Monitor Maintenance and Data Collection

- 1. Wireless Remote Data Collection RJN will utilize a host software support application program for remote wireless flow meter and rain gauge data collection. The host software will be capable of individually, by group or globally changing the data collection interval including collection after each measurement. The host software will enforce clock synchronization with the host system's clock for all field RTUs, thus ensuring time interval integrity for all collected data. RJN will install, operate, maintain, and remove the telemetry upon the completion of the monitoring period, and will repair any disturbed areas resulting from the wireless telemetry installations.
- 2. **Data Transfer to Modeling Software –** Monthly flow data submittals will be in .csv file format for use by NUA and its hydraulic modeling consultants.
- 3. Data Review RJN will utilize trained data analysts experienced in processing and analyzing flow and rainfall data from sanitary sewer systems. RJN will use various analytical tools, such as hydrographs, scattergraphs, and flow balancing methods to verify the accuracy of the flow data. Furthermore, RJN will schedule the data collection activities in a manner to allow data review by a trained data analyst within 24-hours of the data collection or delivery from the field. All measurements, adjustments, and efforts undertaken during site visits will be logged in an installation/maintenance log specific to that installation. Such logs will be made available to NUA at request.
- 4. **Equipment Operation and Maintenance (O&M) -** Qualified field crews will visit each monitor installation as appropriate to perform maintenance to the equipment. Equipment maintenance requirements are expected to vary considerably depending on the site being monitored and site conditions. However, it is anticipated that each meter site will be visited monthly or as required for battery replacement and data retrieval purposes. All measurements, adjustments, and efforts undertaken during site visits will be logged in a maintenance log specific to that site, which will be available to NUA upon request. The following activities will be performed during each maintenance site visit:
 - Record date, time, weather conditions
 - Review monitor depth and velocity measurements
 - Download depth and velocity measurements from monitoring equipment
 - Take and record independent manual depth and velocity measurements
 - Take and record depth-of-silt measurements, if any
 - Record comparison to monitor depth and velocity measurement
 - Adjust and document monitor depth and velocity measurement adjustment (if necessary)
 - Clean / scrub flow velocity and depth sensors
 - Check battery levels and replace as necessary
 - Record equipment replacement or adjustments, if any

E. Meter Confirmation

- 1. Model Update Temporary Meters In accordance with RJN procedures, RJN will perform dry-weather, independent depth and velocity measurements during dry weather conditions periodically throughout the project duration. Furthermore, RJN will assess meter performance relative to these measurements and make any adjustments as necessary to increase the accuracy of the data with respect to actual conditions. Such meter confirmations will be evenly scheduled and performed a maximum of five (5) times during the 60-day flow monitoring period and three (3) times during the 30-day extension period, including removal. All measurements, adjustments, and efforts undertaken during site visits will be logged in an installation/maintenance log specific to that installation. Such logs will be provided to NUA upon request.
- 2. **Norman Permanent Meters** RJN operates and maintains seven (7) NUA owned permanent meter sites under a separate agreement. The seven (7) meters are visited one (1) time per month for maintenance. RJN will provide maintenance as scheduled in the separate agreement.

For the proposed 2023 master plan update, RJN will perform supplemental confirmations on the permanent meter sites one (1) time per month. Such confirmations will not be performed on the same visits of the separate maintenance contract. Such meter confirmations will be evenly scheduled and performed a maximum of two (2) times during the 60-day flow monitoring period and two (2) times during the 30-day extension period, including removal.

F. Equipment Removal

- 1. **Notification -** NUA will give RJN at least a 30-day written notice before the end of the flow monitoring period.
- 2. Confirmation Prior to removing the equipment, RJN will take manual depth and velocity readings using independent instrumentation to confirm that the in-situ monitor yields data representative of actual field conditions. Field crew(s) will also take manual velocity readings of the cross-section (velocity profile) of flow in order to determine the pipe hydraulic profile. All measurements, adjustments, and efforts undertaken will be logged in the maintenance log specific to that installation.
- 3. **Site Restoration -** RJN will remove all the flow meters at the completion of the flow-monitoring period and will repair any damage or disturbance from the installation and operation of the flow meters or rain gauges.

G. Data Analysis & Reporting

1. Flow Data Processing - RJN will provide data processing services for each flow-monitoring site for the entire duration of the flow-monitoring period. Data processing will include a comprehensive review of collected data to identify data gaps, equipment service needs, as well as the conversion of raw flow data into final edited data. An experienced Data Analyst will review the flow data to verify diurnal patterns and reasonable depths and velocities using data diagnostic tools such as hydrographs and scattergraphs. Rainfall derived infiltration and inflow (RDII) analysis is not included as part of the proposed services.

An established RJN internal data quality control program will be implemented to ensure reliability and accuracy of reported data. Quality assurance will consist of periodic independent review of field data collection, data review, and data processing procedures.

- 2. Flow Data Reporting RJN will report flow and rainfall data; to NUA as follows:
 - a) **Monthly** RJN will submit flow and rainfall data. The data will be submitted electronically by the 15th day for the previous month. Each report will include (as relevant):
 - Five-minute flow, depth, and velocity data in a tabular format

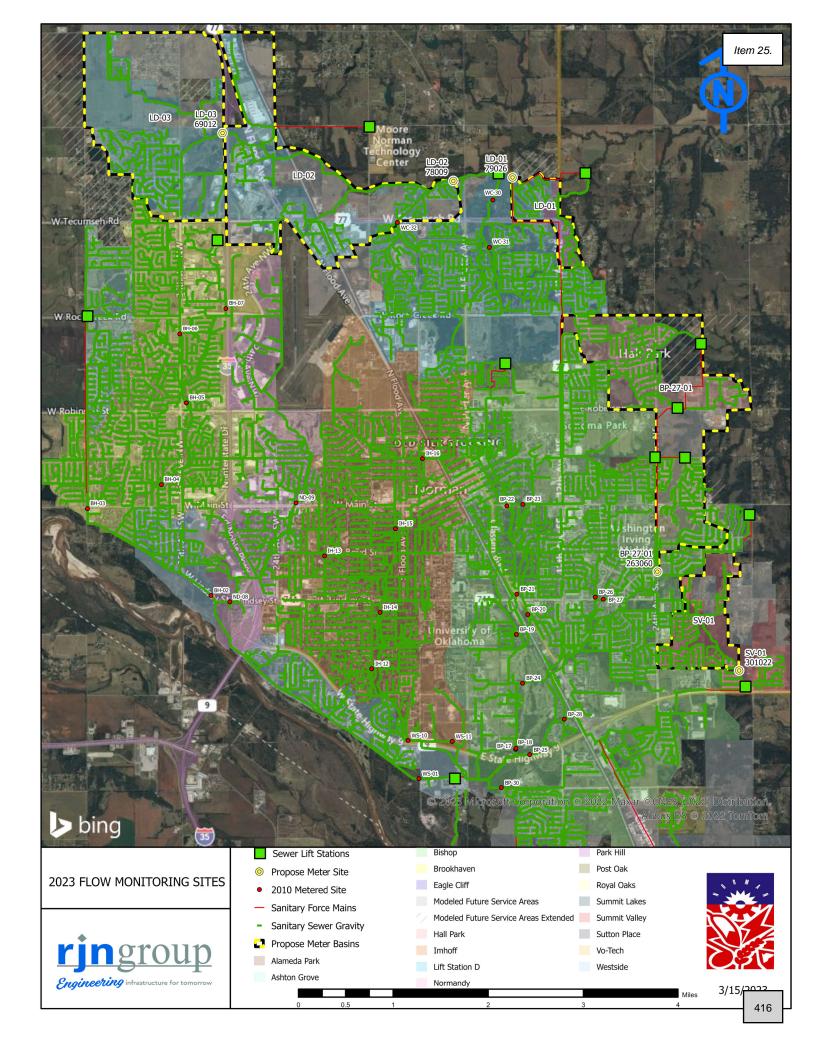
- Rainfall data for each metered area
- Maintenance and repair visits and services performed during the previous month.
- Meter Calibration Status Report indicating by site the number of wet and dry weather calibrations to date, including an evaluation of the accuracy of each meter.
- b) **Final Data Analysis and Delivery** RJN will provide final processed data and all data deliverables within 60 days after the end of the flow monitoring program, to be included on CD, DVD, or USB flash drive. Data will be provided to NUA and its hydraulic model consultant.

ATTACHMENT C COMPENSATION

The OWNER agrees to compensate ENGINEER for these services based on the unit rate table below.

The ENGINEER may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to ENGINEER's interim statements.

Description	Quantities	Unit	Unit Cost	Cost
Project Management and Administration	1	Ea	\$42,665.00	\$42,665.00
Investigation and Installation	30	Ea	\$2,250.00	\$67,500.00
RG Invest / Install	7	Ea	\$600.00	\$4,200.00
Scheduled Meter Maintenance	1,800	FMD	\$61.25	\$110,250.00
Rain Gauge Maintenance	420	RGD	\$19.75	\$8,295.00
Data Reporting	1	Ea	\$33,575.00	\$33,575.00
Norman Perm Interceptor Meter	420	FMD	\$28.15	\$11,823.00
Norman Perm Rain Gauge	180	RGD	\$10.00	\$1,800.00
			60-Day Subtotal	\$280,108.00
Flow Meter 30-Day Extension	900	FMD	\$58.15	\$52,335.00
Rain Gauge 30-Day Extension	210	RGD	\$18.75	\$3,937.50
Norman Perm Interceptor Meter 30-Day Extension	210	FMD	\$28.15	\$5,911.50
Norman Perm Rain Gauge 30-Day Extension	90	RGD	\$10.00	\$900.00
	1	30-Da	y Extension Subtotal	\$63,084.00
			Total	\$343,192.00



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Kelvin Winter

PRESENTER: Kelvin Winter, Code Compliance Supervisor

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF CONTRACT K-2223-131: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND E & E LAWN CARE, INC., FOR MOWING, SECURING OF STRUCTURES, AND THE REMOVAL OF HEALTH NUISANCES FOR THE CODE COMPLIANCE DIVISION FROM

APRIL 1, 2023, THROUGH MARCH 31, 2024.

BACKGROUND:

On February 15, 2023, a public notice was printed with a Request for Qualifications (RFQ) from contractors to provide abatement services related to mowing, securing of structures, and removal of health nuisances on private properties. Abatement work orders are issued upon failure of the property owners to abate nuisances after notification by the City Code Compliance Inspectors. Fees for service have been established by the City and the Request for Qualifications allows Staff to determine if the interested contractors have sufficient equipment and employees to address the City's work orders. The City prefers to have two abatement contractors under contract to address abatements in a timely manner.

DISCUSSION:

A mandatory pre-submittal meeting was held on Tuesday, February 21, 2023 at which time six contractors were in attendance.

The contractors are ranked with the most important emphasis placed upon the ability of the company to complete the work assigned within the time frame set by the City; previous residential/commercial/municipal work experience; summary of equipment; and number of key personnel and employees.

Those who expressed an interest in working for the City submitted proposals before the deadline of 4 p.m. on Wednesday, March 1, 2023, were:

Givens Property Maintenance, LLC, Oklahoma City, OK; E & E Lawn Care, Inc., Oklahoma City, OK; StormCo Construction, LLC, Goldsby, OK; and A&T Property Management, LLC, Oklahoma City, OK.

E & E Lawn Care, Inc. scored the highest of the four proposals based upon the overall criteria and was selected as one of the abatement contractors for the City of Norman. Two abatement contractors are used to perform the Code Compliance abatements required. The second highest scoring contractor was Givens Property Maintenance, LLC and was the other abatement contractor selected.

RECOMMENDATION:

Based on the submitted qualifications and positive work history, Staff recommends that Contract K-2223-131 with E & E Lawn Care, Inc. be approved as a City of Norman mowing/securing/easement/nuisance abatement contractor for the contract period April 1, 2023 through March 31, 2024. Funds are budgeted for abatement in account number 10-00-4-40-152-0000-44114 (Mowing/Abatement).

MOWING, SECURING OF STRUCTURES AND REMOVAL OF HEALTH NUISANCES CONTRACT

THIS CONTRACT made and entered into this 1st day of April, 2023, by and between E & E Lawn Care, Inc. as party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding and/or request for qualifications documents for the work hereinafter described and has received, approved and adopted all of said bidding and/or request for qualifications documents, and has caused Notice to Bidders and/or request for qualifications to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

MOWING, SECURING OF STRUCTURES, AND REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT TRIANGLE OBSTRUCTIONS, & COVERING OR FILLING OPEN CELLARS, WELLS, OR CISTERNS

As outlined and set out in the request for proposals of work and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS: the CONTRACTOR in response to said request for qualifications, has submitted to the CITY on the manner and at the time specified, a qualification statement in accordance with the terms of this CONTRACT and the CITY has declared the above-named CONTRACTOR to be qualified as the successful applicant(s) and has duly awarded this contract to said CONTRACTOR:

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) TERM/RENEWAL

- A. This CONTRACT shall be effective from April 1, 2023 through March 31, 2024 when it shall terminate automatically, unless terminated at an earlier date by either party as set forth in section (1) (C) of this Agreement.
- B. This CONTRACT may be renewable for additional one-year periods at the option of the CITY. Should the CITY desire to renew the CONTRACT, a written preliminary renewal notice will be furnished to the CONTRACTOR prior to the expiration date of the CONTRACT. Such preliminary renewal notice shall not be considered to be a commitment to contract with the CONTRACTOR as all contracts must be approved by the Norman City Council and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.
 - 1. Should the CITY exercise this option for renewal, the CONTRACT as renewed shall be deemed to include this option provision for the total duration of this CONTRACT, including renewals.
 - 2. The CONTRACTOR may decline to renew the CONTRACT.
- C. Either party may terminate this Agreement with (30) days advanced written notice to the other party, with or without cause.

2) STATEMENT OF WORK/PURPOSE AND GENERAL REQUIREMENTS

- A. The CONTRACTOR shall provide all services, including mowing, securing of structures, removal of health nuisances, removal of easement and sight triangle obstructions and covering or filling of open cellars, wells, or cisterns as detailed in the Request for Qualifications and Contract Specifications which are attached hereto and made a part hereof.
- B. The CONTRACTOR shall, furnish all labor, materials, tools, and equipment required to perform said services in a good, professional, and workman-like manner, at his own cost and expense. Bonds and insurance requirements are hereby made a part of this CONTRACT as fully as if the same were set out at length.
- C. The CONTRACTOR shall provide services in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to assess a 10% per day penalty against the CONTRACTOR should the work not be performed within the period for completion specified by the work order as specified in section 6) of this CONTRACT.
- D. The CONTRACTOR shall submit completed work orders and signed invoices for payment in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to deny any payment due to the CONTRACTOR should the signed invoice for payment or the completed work order not be turned in within the period of time required as specified in section 7) of this CONTRACT. Repeated failures to comply with these requirements could result in termination of the CONTRACT.
- E. The CONTRACTOR shall, at all times, observe and comply with all Federal and State laws and all City ordinances, rules and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the CONTRACT.
- F. The CONTRACTOR shall not enter into a contract with any property owner or occupant of any property in which a current abatement work order has been issued. No money may change hands with the CONTRACTOR and any private party related to a current abatement work order due to ethical considerations.

3) ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this CONTRACT, the inconsistency shall be resolved by giving precedence in the following order:

(1) Contract articles, (2) Contract Specifications

4) CHARGES AND REIMBURSEMENT

- A. Mowing and Cutting Charge includes removal and disposal of the necessary amount of trash, litter and/or rubble and debris to allow for a thorough and complete job of mowing abatement. The area to be cleaned and/or mowed for purposes of billing will be defined by City staff upon giving the assignment to the CONTRACTOR.
- B. Other expenses not usually incurred in regular abatements may be reimbursable at the sole discretion of the Code Compliance Supervisor/Manager or his designee. All other expenses <u>must</u> be approved prior to the start of the job or prior to the expense being incurred in order to be reimbursable.

C Payment Schedule:

I. Finish Mowing (Contract Specifications 4.H.1. Section a)
Finish mowing requires the grass/weeds to be no more than 3 inches in height when the work order is completed (This amount is intended to include a basic set-up charge for mileage, time, equipment use and other incidental costs not otherwise outlined under this CONTRACT).

1. Up to .20 Acres:	\$75.00
221 Acres to .40 Acres:	\$100.00
341 Acres to .60 Acres:	\$150.00
461 Acres to .80 Acres:	\$200.00
581 Acres to 1.0 Acres:	\$250.00

- 6. More Than 1.0 Acres: County Assessor assigned legal acreage multiplied by \$250.00
- 7. Exceptions: The assigned Code Compliance Inspector or Supervisor/Manager (or designee) may allow or require a weeds abatement order to be paid at the rate in Section D (Health Nuisance Abatement) of Exhibit A, Payment Schedule in Contract Specifications on any parcel where the terrain or other obstacles prevent the use of traditional mowers, which would require the more labor intensive use of hand tools to accomplish the weeds abatement work order, or when only a portion of the lot can be moved due to extensive tree coverage, etc. though still requires finish moving.
- II. Rough Cut Mowing (Contract Specification 4.H.1. section b)
 - 1. Hourly rate of \$125 with a one hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.
- III. Strip Mowing (Contract Specification 4.H.1. section c)
 - 1. Hourly rate of \$125 with a one hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.
- IV. Health, Easement Obstructions, Covering/Filling Open Cellars, Wells, or Cisterns, and Abatement and Securing of Structures (Contract Specification 4.H.1 sections d and e)
 - 1. Minimum Removal & Clean-Up of Health Nuisances, Securing of Structures, Removal of Easement or Sight Triangle Obstructions, and covering or filling open cellars, cisterns or wells: \$90.00, when the abatement time does not exceed one hour. When the abatement time exceeds one hour, then the minimum fee does not apply and the rate will be paid as described in the next section (2): Hourly rate per worker (Contract Specifications 4.H.1. sections d and e).
 - 2. Hourly rate per worker: \$30.00 (more than 3 workers per assignment must be approved by the Code Compliance Supervisor/Manager or his/her designee or designated on the work order before work begins). If the amount of time necessary to complete the work exceeds one hour, additional payment over that amount will be calculated in half-hour intervals.

V. Reimbursement for landfill and other miscellaneous charges.

The CONTRACTOR shall be reimbursed for actual costs incurred for landfill dumping and tire and appliance disposal charges upon verification of a receipt included with the work order. The CONTRACTOR will also be reimbursed for actual costs incurred for purchasing materials to secure unsecured structures, and covering swimming pools, open cellars, wells, or cisterns upon verification of a receipt included with the work order.

5) DETERMINATION OF COMPLETION OF WORK AND PAYMENT

- A. On completion of the work but prior to the acceptance thereof by the CITY, it shall be the duty of the Code Compliance Supervisor/Manager or his/her designee, or Code Compliance Inspector to determine that said work has been satisfactorily completed and fully performed in accordance with said CONTRACT documents; and upon making such determination shall so notify the CITY that payment is to be made. Sufficient documenting photographs of property before and after abatement, with the addresses, must be submitted with invoice for the CITY's records as set forth in the Contract Specifications.
- B. Invoices for payment will be processed within ten business days of acceptance of the work in the form of a payment authorization form that will be submitted to the CITY Purchasing Division for payment.
- C. During the abatement process, any inactivity on the part of any CONTRACTOR and/or their employees/workers involved in the abatement process shall not be compensated nor charged toward the time spent fulfilling the requirements of the work order. Inactivity shall include any cessation of work, regardless of reason, unless it is in response to actions taken by the property owner and/or tenants. This CONTRACT requires the CONTRACTOR and/or all their employees/workers to be continually working during the abatement process for the time to be compensable.

6) TIME REQUIREMENT FOR COMPLETION OF WORK

The CONTRACTOR shall complete work within ten (10) calendar days following the date the Work Order was sent to the CONTRACTOR. The time for completion may be extended by the Code Compliance Supervisor/Manager or designee. A penalty of 10% may be assessed from the CONTRACTOR'S payment for each calendar day thereafter that the work is not complete. Whether or not the work is completed shall be determined solely by the Code Compliance Supervisor/Manager or his designee, or Code Compliance Inspector.

7) TIME REQUIREMENT FOR TURNING IN WORK ORDERS AND INVOICES

The CONTRACTOR shall submit a completed Work Order within five (5) calendar days of the due date. The CONTRACTOR shall submit the signed invoice required for payment within 10 calendar days of the date the invoice for services rendered was sent to the CONTRACTOR for a signature. The CITY reserves the right to deny any payment due to the CONTRACTOR when these time requirements are not met. Repeated failures to comply with these requirements could result in termination of the CONTRACT.

8) SUBMISSION OF PERFORMANCE BOND

- A. The CONTRACTOR shall execute and deliver the required documents, bonds and proof of insurance. Each successful bidder shall post a performance bond with a surety company or in cash in the amount of \$1,500.00 to insure performance in accordance with specifications. The performance bond shall be in effect for the entire term of the CONTRACT.
- B. The performance bond must be posted within 10 business days after the approval of the CONTRACT.

9) PROOF OF INSURANCE AND INDEMNIFICATION CLAUSE

- A. The CONTRACTOR and his/her surety shall defend, indemnify and hold harmless the CITY, its officers and employees, from all suits, actions or claims of any character brought for or on account of any injuries or damages received or sustained by any person or persons or property caused by or from the CONTRACTOR or his/her employees or by or in consequence of any negligence in safeguarding the work or by or on account of any act or omission, neglect or misconduct of the said CONTRACTOR, of his/her employees, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, ordinances, order or decree; and so much of the money due the said CONTRACTOR, under and by virtue of his/her CONTRACT, shall be considered necessary by the Department in the defense or discharge of any such suits, actions or claims may be retained for the use of the Department; or in case no money is due, his/her surety shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the CITY.
- B. The CONTRACTOR shall not commence work under this CONTRACT until he/she has obtained all insurance required under these specifications, and such insurance has been approved by the Code Compliance Supervisor/Manager or his designee.
- C. No provision of the CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create any obligation on the part of the CITY to third persons, including, but not limited to, sureties upon performance bonds, payment bonds, or other bonds, assignees of the CONTRACTOR, employees and any other persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any such way to restrict the freedom of the CITY to exercise full discretion in its dealing with the CONTRACTOR.

10) WORKERS COMPENSATION

CONTRACTOR assumes responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act.

11) COMPLETE AGREEMENT AND MODIFICATION

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties. Any modifications to this CONTRACT shall be made in writing and executed by both Parties.

12) SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this CONTRACT 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 the CONTRACT.

13) FORCE MAJEURE

No party shall be held responsible for any delay or failure in performance of any part of the work to be performed to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, federal or state government requirement, court order, civil or military authorities, Acts of God or by the public enemy, acts or omissions of carriers or other causes beyond the control of the parties. If any such force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party. If any party is delayed or unable to perform due to the occurrence of such force majeure condition, performance of the work hereunder shall automatically be suspended for the duration of the force majeure condition and shall be resumed once the force majeure condition ceases.

14) The attached sworn, notarized contract affidavit must be signed and notarized before this CONTRACT will become effective.

	es of the First and Second Part have hereunto setday of, 2023, and the
(Corporate Seal) (where applicable)	TE AE Cown Core Duc Principal
ATTEST:	Signed: Authorized Representative
Corporate Secretary (where applicable)	Owner Managing Man bee Title
	Address: 1004 Routh Dain
	OHC OK 73170
	Telephone: 405-343-0247
Approved as to form and legality Clisabeth Iludiala City Attorney Approved by the City of Norman, 2023.	this <u>22</u> day of <u>llarch</u> , 2023. this <u>day of</u>
2023.	
ATTEST:	
City Clerk	Mayor

CONTRACT AFFIDAVIT

STATE OF
COUNTY OF
, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of to submit the above Contract to the City of Norman, Oklahoma.
Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.
CONTRACTOR
Subscribed and sworn to before me thisday of2023.
Notary Public
My Commission Expires:

CONTRACT AFFIDAVIT

COUNTY OF Cleveland) SS
COUNTY OF <u>Cleveland</u>) SS
that (s) he is the Agent authorized by the Firm of <u>FFE Lawn Cave</u> , LLC to submit the above Contract to the City of
Norman, Oklahoma.
Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract. CONTRACTOR
Subscribed and sworn to before me this 15 th day of March, 2023. Notary Public Notary Public
My Commission Expires: PUBLIC 98 PUBLIC 98 PARISON TO A LOGICO.

March 22, 2023

To Whom it May Concern:

My Company, E & E Lawn Care, Inc., is a corporation. I am the sole employee and I have no corporate secretary.

Taylor Engles

E & E Lawn Care, Inc.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Kelvin Winter

PRESENTER: Kelvin Winter, Code Compliance Supervisor

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

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

2024.

BACKGROUND:

On February 15, 2023 a public notice was printed with a Request for Qualifications (RFQ) from contractors to provide abatement services related to mowing, securing of structures, and removal of health nuisances on private properties. Abatement work orders are issued upon failure of the property owners to abate nuisances after notification by the City Code Compliance Inspectors. Fees for service have been established by the City and the Request for Qualifications allows Staff to determine if the interested contractors have sufficient equipment and employees to address the City's work orders. The City prefers to have two abatement contractors under contract to address abatements in a timely manner.

DISCUSSION:

A mandatory pre-submittal meeting was held on Tuesday, February 21, 2023 at which time six contractors were in attendance.

The contractors are ranked with the most important emphasis placed upon the ability of the company to complete the work assigned within the time frame set by the City; previous residential/commercial/municipal work experience; summary of equipment; and number of key personnel and employees.

Those who expressed an interest in working for the City submitted proposals before the deadline of 4 p.m. on Wednesday, March 1, 2023, were:

Givens Property Maintenance, LLC, Oklahoma City, OK; E & E Lawn Care, Inc., Oklahoma City, OK; StormCo Construction, LLC, Goldsby, OK; and

A&T Property Management, LLC, Oklahoma City, OK.

Givens Property Maintenance, LLC scored the second highest of the four proposals submitted based upon the overall criteria and was selected as one of the abatement contractors for the City of Norman. Two abatement contractors are used to perform the Code Compliance abatements required. The highest scoring contractor was E & E Lawn Care, LLC and was the other abatement contractor selected.

RECOMMENDATION:

Based on the submitted qualifications and positive work history, Staff recommends that Contract K-2223-132 with Givens Property Maintenance, LLC be approved as a City of Norman mowing/securing/easement/nuisance abatement contractor for the contract period April 1, 2023 through March 31, 2024. Funds are budgeted for abatement in account number 10-00-4-40-152-0000-44114 (Mowing/Abatement).

MOWING, SECURING OF STRUCTURES AND REMOVAL OF HEALTH NUISANCES CONTRACT

THIS CONTRACT made and entered into this 1st day of April, 2023, by and between Givens Property Maintenance, LLC as party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding and/or request for qualifications documents for the work hereinafter described and has received, approved and adopted all of said bidding and/or request for qualifications documents, and has caused Notice to Bidders and/or request for qualifications to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

MOWING, SECURING OF STRUCTURES, AND REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT TRIANGLE OBSTRUCTIONS, & COVERING OR FILLING OPEN CELLARS, WELLS, OR CISTERNS

As outlined and set out in the request for proposals of work and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS: the CONTRACTOR in response to said request for qualifications, has submitted to the CITY on the manner and at the time specified, a qualification statement in accordance with the terms of this CONTRACT and the CITY has declared the above-named CONTRACTOR to be qualified as the successful applicant(s) and has duly awarded this contract to said CONTRACTOR:

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) TERM/RENEWAL

- A. This CONTRACT shall be effective from April 1, 2023 through March 31, 2024 when it shall terminate automatically, unless terminated at an earlier date by either party as set forth in section (1) (C) of this Agreement.
- B. This CONTRACT may be renewable for additional one-year periods at the option of the CITY. Should the CITY desire to renew the CONTRACT, a written preliminary renewal notice will be furnished to the CONTRACTOR prior to the expiration date of the CONTRACT. Such preliminary renewal notice shall not be considered to be a commitment to contract with the CONTRACTOR as all contracts must be approved by the Norman City Council and sufficient appropriations shall have been made for the particular fiscal year for which the renewal is sought.
 - Should the CITY exercise this option for renewal, the CONTRACT as renewed shall be deemed to include this option provision for the total duration of this CONTRACT, including renewals.
 - 2. The CONTRACTOR may decline to renew the CONTRACT.
- C. Either party may terminate this Agreement with (30) days advanced written notice to the other party, with or without cause.

2) STATEMENT OF WORK/PURPOSE AND GENERAL REQUIREMENTS

- A. The CONTRACTOR shall provide all services, including mowing, securing of structures, removal of health nuisances, removal of easement and sight triangle obstructions and covering or filling of open cellars, wells, or cisterns as detailed in the Request for Qualifications and Contract Specifications which are attached hereto and made a part hereof.
- B. The CONTRACTOR shall, furnish all labor, materials, tools, and equipment required to perform said services in a good, professional, and workman-like manner, at his own cost and expense. Bonds and insurance requirements are hereby made a part of this CONTRACT as fully as if the same were set out at length.
- C. The CONTRACTOR shall provide services in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to assess a 10% per day penalty against the CONTRACTOR should the work not be performed within the period for completion specified by the work order as specified in section 6) of this CONTRACT.
- D. The CONTRACTOR shall submit completed work orders and signed invoices for payment in a prompt and timely manner as set forth in the Request for Qualifications. The CITY reserves the right to deny any payment due to the CONTRACTOR should the signed invoice for payment or the completed work order not be turned in within the period of time required as specified in section 7) of this CONTRACT. Repeated failures to comply with these requirements could result in termination of the CONTRACT.
- E. The CONTRACTOR shall, at all times, observe and comply with all Federal and State laws and all City ordinances, rules and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the CONTRACT.
- F. The CONTRACTOR shall not enter into a contract with any property owner or occupant of any property in which a current abatement work order has been issued. No money may change hands with the CONTRACTOR and any private party related to a current abatement work order due to ethical considerations.

3) ORDER OF PRECEDENCE

In the event of an inconsistency between provisions of this CONTRACT, the inconsistency shall be resolved by giving precedence in the following order:

(1) Contract articles, (2) Contract Specifications

4) CHARGES AND REIMBURSEMENT

- A. Mowing and Cutting Charge includes removal and disposal of the necessary amount of trash, litter and/or rubble and debris to allow for a thorough and complete job of mowing abatement. The area to be cleaned and/or mowed for purposes of billing will be defined by City staff upon giving the assignment to the CONTRACTOR.
 - B. Other expenses not usually incurred in regular abatements may be reimbursable at the sole discretion of the Code Compliance Supervisor/Manager or his designee. All other expenses <u>must</u> be approved prior to the start of the job or prior to the expense being incurred in order to be reimbursable.

C Payment Schedule:

I. Finish Mowing (Contract Specifications 4.H.1. Section a)
Finish mowing requires the grass/weeds to be no more than 3 inches in height when the
work order is completed (This amount is intended to include a basic set-up charge for
mileage, time, equipment use and other incidental costs not otherwise outlined under this
CONTRACT).

1. Up to .20 Acres:	\$75.00
221 Acres to .40 Acres:	\$100.00
341 Acres to .60 Acres:	\$150.00
461 Acres to .80 Acres:	\$200.00
581 Acres to 1.0 Acres:	\$250.00

- 6. More Than 1.0 Acres: County Assessor assigned legal acreage multiplied by \$250.00
- 7. Exceptions: The assigned Code Compliance Inspector or Supervisor/Manager (or designee) may allow or require a weeds abatement order to be paid at the rate in Section D (Health Nuisance Abatement) of Exhibit A, Payment Schedule in Contract Specifications on any parcel where the terrain or other obstacles prevent the use of traditional mowers, which would require the more labor intensive use of hand tools to accomplish the weeds abatement work order, or when only a portion of the lot can be moved due to extensive tree coverage, etc. though still requires finish mowing.
- II. Rough Cut Mowing (Contract Specification 4.H.1. section b)
 - 1. Hourly rate of \$125 with a one hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.
- III. Strip Mowing (Contract Specification 4.H.1. section c)
 - 1. Hourly rate of \$125 with a one hour minimum amount paid, to be paid in half-hour increments after the first hour; Includes labor & all required equipment.
- IV. Health, Easement Obstructions, Covering/Filling Open Cellars, Wells, or Cisterns, and Abatement and Securing of Structures (Contract Specification 4.H.1 sections d and e)
 - 1. Minimum Removal & Clean-Up of Health Nuisances, Securing of Structures, Removal of Easement or Sight Triangle Obstructions, and covering or filling open cellars, cisterns or wells: \$90.00, when the abatement time does not exceed one hour. When the abatement time exceeds one hour, then the minimum fee does not apply and the rate will be paid as described in the next section (2): Hourly rate per worker (Contract Specifications 4.H.1. sections d and e).
 - 2. Hourly rate per worker: \$30.00 (more than 3 workers per assignment must be approved by the Code Compliance Supervisor/Manager or his/her designee or designated on the work order before work begins). If the amount of time necessary to complete the work exceeds one hour, additional payment over that amount will be calculated in half-hour intervals.

V. Reimbursement for landfill and other miscellaneous charges.

The CONTRACTOR shall be reimbursed for actual costs incurred for landfill dumping and tire and appliance disposal charges upon verification of a receipt included with the work order. The CONTRACTOR will also be reimbursed for actual costs incurred for purchasing materials to secure unsecured structures, and covering swimming pools, open cellars, wells, or cisterns upon verification of a receipt included with the work order.

5) DETERMINATION OF COMPLETION OF WORK AND PAYMENT

- A. On completion of the work but prior to the acceptance thereof by the CITY, it shall be the duty of the Code Compliance Supervisor/Manager or his/her designee, or Code Compliance Inspector to determine that said work has been satisfactorily completed and fully performed in accordance with said CONTRACT documents; and upon making such determination shall so notify the CITY that payment is to be made. Sufficient documenting photographs of property before and after abatement, with the addresses, must be submitted with invoice for the CITY's records as set forth in the Contract Specifications.
- B. Invoices for payment will be processed within ten business days of acceptance of the work in the form of a payment authorization form that will be submitted to the CITY Purchasing Division for payment.
- C. During the abatement process, any inactivity on the part of any CONTRACTOR and/or their employees/workers involved in the abatement process shall not be compensated nor charged toward the time spent fulfilling the requirements of the work order. Inactivity shall include any cessation of work, regardless of reason, unless it is in response to actions taken by the property owner and/or tenants. This CONTRACT requires the CONTRACTOR and/or all their employees/workers to be continually working during the abatement process for the time to be compensable.

6) TIME REQUIREMENT FOR COMPLETION OF WORK

The CONTRACTOR shall complete work within ten (10) calendar days following the date the Work Order was sent to the CONTRACTOR. The time for completion may be extended by the Code Compliance Supervisor/Manager or designee. A penalty of 10% may be assessed from the CONTRACTOR'S payment for each calendar day thereafter that the work is not complete. Whether or not the work is completed shall be determined solely by the Code Compliance Supervisor/Manager or his designee, or Code Compliance Inspector.

7) TIME REQUIREMENT FOR TURNING IN WORK ORDERS AND INVOICES

The CONTRACTOR shall submit a completed Work Order within five (5) calendar days of the due date. The CONTRACTOR shall submit the signed invoice required for payment within 10 calendar days of the date the invoice for services rendered was sent to the CONTRACTOR for a signature. The CITY reserves the right to deny any payment due to the CONTRACTOR when these time requirements are not met. Repeated failures to comply with these requirements could result in termination of the CONTRACT.

8) SUBMISSION OF PERFORMANCE BOND

- A. The CONTRACTOR shall execute and deliver the required documents, bonds and proof of insurance. Each successful bidder shall post a performance bond with a surety company or in cash in the amount of \$1,500.00 to insure performance in accordance with specifications. The performance bond shall be in effect for the entire term of the CONTRACT.
- B. The performance bond must be posted within 10 business days after the approval of the CONTRACT.

9) PROOF OF INSURANCE AND INDEMNIFICATION CLAUSE

- A. The CONTRACTOR and his/her surety shall defend, indemnify and hold harmless the CITY, its officers and employees, from all suits, actions or claims of any character brought for or on account of any injuries or damages received or sustained by any person or persons or property caused by or from the CONTRACTOR or his/her employees or by or in consequence of any negligence in safeguarding the work or by or on account of any act or omission, neglect or misconduct of the said CONTRACTOR, of his/her employees, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, ordinances, order or decree; and so much of the money due the said CONTRACTOR, under and by virtue of his/her CONTRACT, shall be considered necessary by the Department in the defense or discharge of any such suits, actions or claims may be retained for the use of the Department; or in case no money is due, his/her surety shall be held until such suit or suits, action or actions, claim or claims for injury or damages as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the CITY.
- B. The CONTRACTOR shall not commence work under this CONTRACT until he/she has obtained all insurance required under these specifications, and such insurance has been approved by the Code Compliance Supervisor/Manager or his designee.
- C. No provision of the CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create any obligation on the part of the CITY to third persons, including, but not limited to, sureties upon performance bonds, payment bonds, or other bonds, assignees of the CONTRACTOR, employees and any other persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any such way to restrict the freedom of the CITY to exercise full discretion in its dealing with the CONTRACTOR.

10) WORKERS COMPENSATION

CONTRACTOR assumes responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act.

11) COMPLETE AGREEMENT AND MODIFICATION

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties. Any modifications to this CONTRACT shall be made in writing and executed by both Parties.

12) SEVERABILITY

If any section, subsection, sentence, clause, phrase, or portion of this CONTRACT 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 the CONTRACT.

13) FORCE MAJEURE

No party shall be held responsible for any delay or failure in performance of any part of the work to be performed to the extent that such delay or failure is caused by fire, flood, explosion, war, strike, embargo, federal or state government requirement, court order, civil or military authorities, Acts of God or by the public enemy, acts or omissions of carriers or other causes beyond the control of the parties. If any such force majeure condition occurs, the party delayed or unable to perform shall give immediate notice to the other party. If any party is delayed or unable to perform due to the occurrence of such force majeure condition, performance of the work hereunder shall automatically be suspended for the duration of the force majeure condition and shall be resumed once the force majeure condition ceases.

14) The attached sworn, notarized contract affidavit must be signed and notarized before this CONTRACT will become effective.

(Corporate Seal) (where applicable)	· · · · · · · · · · · · · · · · · · ·
	Principal
ATTEST:	Signed:
	Authorized Representative
Corporate Secretary (where applicable)	Title
	Address:
	
	Telephone:
	1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0 1 0
CITY OF NORMAN:	
Approved as to form and legality t	thisday of2023.
	thisday of
	thisday of, 2023.
City Attorney Approved by the City of Norman,	
City Attorney	
City Attorney Approved by the City of Norman,	

s 22 day of <u>llarch</u> , 2023. sday of
322 day of <u>lach</u> , 2023.
Telephone: 405 -206-1759
OKC, OK 73/70 Telephone: 405-206-1754
Address: 958 Pruit Dr
11610
Manasing Member
Signed: Authorized Representative
Principal
day of, 2023, and the

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CONTRACT AFFIDAVIT

STATE OF Oklahoma) SS
COUNTY OF Cleveland) SS
that (s)he is the Agent authorized by the Firm of Green Property Manhage, LCC to submit the above Contract to the City of Norman, Oklahoma.
Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.
CONTRACTOR
Subscribed and sworn to before me this 14th day of March, 2023. Notary Public
My Commission Expires: PUBLIC & PUBLIC & TZAHON & TZAHON & PUBLIC & PUBLIC & TZAHON & PUBLIC
Marine

FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

1. INTENT

It is the intent of these specifications to provide the services required for the cutting, mowing, raking, and removal of all rank weeds, thickets, and noxious plants, hereinafter defined, upon property within the corporate limits of Norman, and also to include securing of structures, the removal of debris, and clearing easement and sight triangle obstructions, and covering or filling open cellars, wells, or cisterns to enable accomplishment of such services when such property has been found in violation of Chapter 10 of the Code of the City of Norman, as amended.

2. DEFINITIONS

Wherever the words, forms, or phrases herein defined, or pronouns used in their stead occur in these Specifications of the Contract, or in the advertisement, or in any document or instrument herein contemplated or to which the specifications apply, the intent or meaning shall be interpreted as follows:

City The City of Norman

Section The City of Norman Code Compliance Section

Official Code Compliance Supervisor/Manager and/or his or her designee

Weeds Vegetation as defined in Chapter 10, Section 209

of the Code of the City of Norman, as amended.

Unsecured Structure Structures as defined in Chapter 10, Section 203

of the Code of the City of Norman, as amended.

Health Nuisance Nuisances as defined in Chapter 10 Section 203

& 204 of the Code of the City of Norman, as amended.

Easement or Sight Obstructions as defined in Chapter 10, Section 205

Triangle Obstruction of the Code of the City of Norman, as amended.

Uncovered Cellars, Nuisances as defined in Chapter 10, Section 204 Wells or Cisterns of the Code of the City of Norman, as amended.

Strip Mowing Some areas are required to maintain a fifty-foot buffer strip around the

perimeter of the property as defined in Chapter 10, Section 209.

Calendar days Exclude the following Holidays: Memorial Day, Independence Day,

Labor Day, Veterans Day, Thanksgiving, The Friday Following Thanksgiving, Christmas Eve, Christmas, New Year's Day, and Martin

Luther King Day.

3. GENERAL

The services to be provided under these specifications will be accomplished in a prompt and timely manner. All rules and regulations of the City under the contract will be strictly followed.

The Contractor shall at all times observe and comply with all Federal and State laws and all City ordinances and regulations which in any manner affect the conduct of the work to be performed pursuant to these specifications and in accordance with the terms of the contract. The Contract awarded as a result of this RFQ will be effective from the date awarded for one full year unless terminated by the City. Contract may be renewed at the City's sole option. If the City chooses to renew, the Contractor will be notified at least thirty (30) days prior to the end of the contractual period to renew the contract.

FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

4. SPECIFICATIONS

- A. The Contractor(s) to whom a Contract is awarded shall, within seven (7) days after such award, sign and execute the necessary Contract and deliver the required proofs of insurance.
- B. The Contractor shall not commence work under this contract until he has obtained all insurance required under these specifications, and such insurance has been approved by the Section.
- C. The Contractor and his surety shall defend, indemnify, and save all suits, actions, or claims of any character brought for or on account of any injuries or damages received or sustained by any person, persons, or property caused by or from the Contractor or his employees or by or on account of any act of omission or neglect, or misconduct of the said Contractor or his employees, or from any claims or amounts arising or recovered under the Worker's Compensation Law or any other law, ordinance, order, or decree; and so much of the money due the said Contractor, under and by virtue of his Contract as shall be considered necessary by the Division may be retained for the use of the Division; or in case no money is due, his surety shall be held until such suit or suits, action or actions, claim or claims for injury or damages, as aforesaid, shall have been settled and satisfactory evidence to that effect furnished to the Division.
- D. The Contractor is prohibited from subcontracting this contract.
- E. The Contractor shall maintain, during the life of this Contract, Worker's Compensation Insurance as prescribed by the laws of the State of Oklahoma, and Employer's Liability Insurance in the amount of not less than twenty-five thousand dollars (\$25,000.00) for all his employees.
- F. The Contractor shall maintain, during the life of this Contract, such Public Liability and Property Damage Insurance as will protect him from claims for damages for bodily injury, including accidental death, as well as claims from property damages which may arise from operations under the Contract, whether such operations be by himself or by any employee or by anyone directly or indirectly employed by Contractor, in an amount of not less than One Million Dollars (\$1,000,000.00).
 - The policies of insurance shall be executed by insurance or indemnity carriers authorized to do business in the State of Oklahoma, and said insurance shall name the City of Norman and the Code Compliance Section, as co-insured. The Contractor shall furnish certificates evidencing such insurance shall not be cancelled or changed without giving the Division ten (10) days prior written notice.
 - 2. During the performance of the Contract, the Contractor agrees not to discriminate because of race, creed, color, religion, sex, or national origin, against any employee or applicant for employment with such Contractor in any matter involving employment, promotion, demotion, transfer, recruiting, advertising, layoff, termination of employment, rates of pay or other form of compensation, selection for training, or apprenticeship.
 - The Contractor's non-compliance with or violation of any of the aforesaid provisions shall constitute grounds for cancellation, termination, or suspension of the Division's Contract with the Contractor in whole, or in part, by the Division. The Contractor agrees to execute an approved form of a Certificate of Non-Discrimination.
- G. A Performance Bond in the form of a Cash Surety in the amount of \$1500.00 is required and will be held in escrow during the term of the contract.
- H. Potential Contractor(s) are required to submit qualifications upon the following express conditions:
 - Determination of the abatement requirements is based on several factors, which include, but are not limited to, the zoning of the property, and its size and status as determined by the Code Compliance Inspector, which will be clearly defined in the work order.
 - a. In all areas that require finish mowing, the Contractor(s) will contract to cut, mow, trim, rake, and edge, and remove all weeds and clippings as defined in Chapter 10 Section 209 of the Norman

FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

City Code within the area awarded to him within ten (10) calendar days of the date the work order was sent to the Contractor. Satisfactory performance of such cutting and mowing services shall be considered to include the obligation on the Contractor to remove and dispose of the necessary amount of rubble and debris to mow the required area as defined in the work order. Satisfactory performance of such cutting and mowing services shall also constitute the removal of weeds along fences and building walls with a string trimmer or similar device, as well as edging along curbs, sidewalks, and driveways. (Weed removal includes the property in its entirety and includes all adjacent public rights-of-way) Exclusive use of a "brush hog" is not acceptable for this category because it will not result in the finish mowing product required. When finished mowing, the remaining weeds/grass must be no taller than three inches (3").

- b. In larger areas that require the entire property to be mowed (not a buffer strip), at the direction of the code officer, the Contractor(s) will contract to cut and mow with a brush hog or other similar and acceptable equipment, all weeds as defined in Chapter 10 Section 209 of the Norman City Code within the area awarded to him within ten (10) calendar days of the date the work order was sent to the Contractor. Satisfactory performance of such cutting and mowing services shall be considered to include the obligation on the Contractor to remove and dispose of the rubble and debris required to adequately mow the required area as defined in the work order.
- c. In all areas requiring only a buffer strip to be mowed, at the direction of the code officer, the Contractor(s) will contract to cut and mow all weeds as defined in Chapter 10 Section 209 of the Norman City Code within the area awarded to him within ten (10) calendar days of the date the work order was sent to the Contractor. Areas that are determined by the Code Compliance Inspector to require a fifty (50) foot buffer strip along the perimeter of that property shall be mowed with a brush hog or other similar and acceptable equipment. The required fifty (50) feet shall be measured from the edge of the pavement or curb of the street. Satisfactory performance of such cutting and mowing services shall be considered to include the obligation on the Contractor to remove and dispose of the rubble and debris required to adequately mow the required area as defined in the work order.
- d. For Removal of Health Nuisances, Easement or Sight Triangle Obstructions, or Covering/Filling Open Cellars, Wells, or Cisterns, the Contractor(s) will contract to remove all identified health nuisances, easement or sight triangle obstructions, or cover/fill an open cellar, well, or cistern as defined in Chapter 10, Sections 203, 204, 205, and 207 of the Norman City Code within ten (10) calendar days of the date the work order was sent to the Contractor. Satisfactory performance shall constitute the removal of all health nuisances or easement obstruction debris to an appropriate facility approved by the City, so that the property is no longer in violation of any applicable sections in Chapter 10 of the Norman City Code. Copies of any and all dumping and disposal receipts or purchased material receipts must accompany any invoice for payment.
- e. For Securing of Structures, the Contractor(s) will contract to secure all unsecured structures as defined in Chapter 10, Section 203 of the Norman City Code within the area awarded to him within ten (10) calendar days of the date the work order was sent to the Contractor. Satisfactory performance of the work shall constitute the securing of the structure so that it is not readily accessible to people or animals. Copies of receipts for materials used for securing must accompany any invoice for payment.
- 2. The successful Contractor(s) shall be determined by an evaluation of the Contractor(s) proposals as specified in the RFQ.
- 3. The successful Contractor(s) shall be required to take *multiple photographs* of the work area immediately before and after the work performed, to be submitted with each invoice for services rendered. The photographs are to legally document the violations and the abatement thereof. Property identification, violation type and date of abatement are required in at least the first photograph for each property by the use of a dry erase board and markers, or similar equipment. All the employees working as a result of a work order (for all abatements dependent upon the number of employees being invoiced) to hold the board to verify the number of employees working. Camera, electronic media, and any related costs are the responsibility of the Contractor and will not be reimbursed. *Digital Photography is the required photographic format for submittal*. Digital

FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

photographs must be submitted via electronic format with completed work orders. For mowing abatement services, the photographs must clearly reflect that the weeds were in excess of twelve (12) inches in height, or 36 inches in height if applicable, utilizing a ruler and/or yardstick, prior to mowing. The before and after photographs of all abatement work orders should clearly indicate the complete amount of debris being hauled from the premises, excluding the removal of the cut weeds and any miscellaneous debris removed in order to mow, except when the \$50 excess removal fee is approved. Buildings to be secured should also be photographed to document the unsecured areas of the buildings prior to securing, and the same areas following securing. For health violation, easement or sight triangle obstruction, and open cellar, well or cistern abatement, photographs should document all areas of the property in which the violations exist, before and after abatement. Failure to follow the documentation guidelines will result in the non-payment for services rendered.

- 4. All mowing work orders will be considered a finish mow by default unless directed otherwise by the work order itself, or a Code Compliance Inspector or Supervisor/Manager. Any additional mowing services done by the Contractor(s), unless specifically directed by the City, are not billable to the City.
- 5. The Contract is to be awarded with the understanding that work orders will be issued as work and funds to pay are available; that no specific frequency of issuance or number of work orders is guaranteed.
- 6. Furthermore the City reserves the right to assess a **10% per day penalty** against the mowing Contractor should the work not be performed within the period for completion specified by the work order.
- 7. The city also reserves the right to deny any payment due to the Contractor when the Contractor fails to submit a completed work order within five (5) calendar days of the due date. Further, a signed invoice required for payment must be submitted by the Contractor within 10 calendar days of the date the invoice for services rendered was sent to the Contractor for a signature or payment may be denied. Repeated failures to comply with these requirements could result in termination of the contract.
- 8. No part of the Administrative Fee as provided in Section 209(c) of Chapter 10 of the Norman City Code as amended, shall constitute any part of the Contract enumeration and shall not be considered by the Contractor.

FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

Exhibit "A" Payment Schedule

A. Finish Mowing (Contract Specification 4.H.1. Section a)

Finish mowing requires the grass/weeds to be no more than 3 inches in height when the work order is completed (This amount is intended to include a basic set-up charge for mileage, time, equipment use and other incidental costs not otherwise accepted under this contract).

1.	Up to .20 Acres	\$75.00
2.	.21 to.40 Acres	\$100.00
3.	.41 to .60 Acres	\$150.00
4.	.61 to .80 Acres	\$200.00
5.	.81 to 1.0 Acres	\$250.00

- 6. More than 1.0 Acres County Assessor assigned legal acreage multiplied by \$250.00
- 7. Exceptions: The assigned Code Compliance Inspector or Supervisor/Manager (or designee) may allow or require a weeds abatement order to be paid at the rate in Section D (Health Nuisance Abatement) of Exhibit A, Payment Schedule in Contract Specifications on any parcel where the terrain or other obstacles prevent the use of traditional mowers, which would require the more labor intensive use of hand tools to accomplish the weeds abatement work order, or when only a portion of the lot can be mowed due to extensive tree coverage, etc. though still requires finish mowing.
- B. Rough Cut Mowing (Contract Specifications 4.H.1. Section b)
 - 1. Hourly rate of \$125 with a one hour minimum amount paid, to be paid in half hour increments after the first hour; Includes labor & all required equipment.
- C. Strip Mowing (Contract Specifications 4.H.1. Section c)
 - 1. Hourly rate of \$125 with a one hour minimum amount paid, to be paid in half hour increments after the first hour; Includes labor & all required equipment.
- D. Minimum Removal & Clean-Up of Health Nuisances, Securing of Structures, Removal of Easement or Sight Triangle Obstructions, and covering or filling open cellars, cisterns or wells: \$90.00, when the abatement time does not exceed one hour.
 - 1. When the abatement time exceeds one hour, then the minimum fee does not apply and the rate will be paid as described in section 2. Hourly rate per worker (Contract Specifications 4.H.1. Sections d and e).
 - 2. Hourly rate per worker: \$30.00 (no more than three workers per assigned work order will be paid under this section unless approved by a Code Compliance Inspector or Supervisor/Manager or his/her designee, or when designated on the work order before work begins). Hourly rates that exceed the first hour will be paid in half hour increments.
- E. Reimbursement for landfill and other miscellaneous charges
 - 1. The Contractor shall be reimbursed for actual costs incurred for landfill dumping, tire and appliance disposal charges, the purchasing of securing materials, tarps, fill dirt, or other materials necessary to accomplish the abatement, all of which require verification with a receipt that must be included with the billing.
 - 2. An extra \$50.00 may be added to the Contractors pay for mowing abatement when the grass/weeds is over 3 feet high in 50% of the entire lot or greater, as determined by the Code Compliance Inspector or Supervisor/Manager and written on the work order. If the Contractor believes this fee should apply and it is not specified on the work order, the Code Compliance Inspector or Supervisor/Manager must be notified prior to commencement of the work and must verify and approve the extra fee before it can be paid to the Contractor. The Code Compliance Inspector or Supervisor/Manager will consider any delays by the mowing Contractor that result in the weeds reaching 3 feet in height. Documentation in Contract Specifications 4.H. section 3 must be followed for reimbursement as set forth in this section. This fee shall not apply to rough cut or buffer strip mowing (Contract Specifications 4.H.1. Sections b and c).

FYE-23 to FYE-24 CONTRACT SPECIFICATIONS FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

- 3. An extra \$50.00 may be added to the Contractors pay for the removal of debris beyond that considered reasonable when performing a finish mowing abatement work order. If the Contractor believes this should apply, the Code Compliance Inspector or Supervisor/Manager must be notified and then must verify and approve the extra fee before it can be paid to the Contractor. Documentation in Contract Specifications 4.H. section 3 must be followed for reimbursement as set forth in this section.
- 4. When transporting refuse or debris from an abatement in which a work order has been issued for any work order, the hourly rate for employees shall not apply since no work is being performed. A flat fee of \$30 may be charged for the transportation of refuse or debris from an abatement in which a work order has been issued. This flat fee shall not apply to work orders for weeds or securing.
- 5. Other expenses not usually incurred in normal abatements may be paid at the sole discretion of the Code Compliance Supervisor/Manager or his/her designee. All other expenses <u>must</u> be approved prior to the start of the job or prior to incurring the expense in order to be reimbursable. Rental of equipment to satisfy the work order will not be reimbursed if that equipment is listed in the Contractor's equipment list. Only an expense actually paid by the Contractor may be reimbursed, thus no invoice directly from a rental company to the city will be honored.

FOR MOWING OF WEEDS / SECURING OF STRUCTURES / REMOVAL OF HEALTH NUISANCES, EASEMENT & SIGHT OBSTRUCTIONS / FILLING OR COVERING OPEN CELLARS, WELLS, OR CISTERNS

Attachment A.

Category	Up to .20 Acres	.21 to .40 Acres	.41 to .60 Acres	.61 to .80 Acres	.81 to 1.0 Acres	More Than 1.0 Acres	Rough Cut Mowing	Strip Mowing
a. Finish Mowing	\$75.00	\$100.00	\$150.00	\$200.00	\$250.00	\$250.00 X Legal Acreage Size*	N/A	N/A
b. Rough Cut Mowing	N/A	N/A	N/A	N/A	N/A	N/A	\$125.00 per Hr.**	N/A
c. Strip Mowing	N/A	N/A	N/A	N/A	N/A	N/A	N/A	\$125.00 per Hr.**
Exceptions	the Hea mowers mowing	Ith Abatem and requir due to tree	ent Specific e hand took coverage,	cations whe ls to comple etc. but sti	n terrain or ete, or whe Il requires f	r obstacles n only a poi	rly rate as se prevent the rtion of a lo ng. Deviation actor.	use of t requires

ALL OTHER ABATEMENT TYPES OR CATEGORIES

d. & e.	Clean Up & Removal of Health Nuisances, Removal of Easement & Sight Triangle Obstructions, Filling or Covering Open Cellars, Wells, or Cisterns, & Securing of Structures	\$30.00	Per hour for up to three workers	***Minimum Abatement Charge:	\$90.00	
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^{*}County Assessor assigned legal acreage size multiplied by the dollar amount listed based on the lot size and/or applicable mowing category. If the county acreage size appears incorrect, city GIS records will be used.

^{**\$125.00} is a minimum charge for Rough Cut Mowing or Strip Mowing, and billed at ½ hour increments after the first hour.

^{***}Minimum Abatement Charge only applies when the abatement does not exceed one hour. Abatements that exceed one hour have no minimum abatement charge and the Contractor shall be paid at the rate of \$30 per hour for each worker utilized for the abatement, up to a maximum of three workers. Contractor abatement time exceeding one hour shall be billed in half-hour increments thereafter.

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/14/2023

REQUESTER: James Briggs, Park Development Manager

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF AN OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY GRANT IN THE AMOUNT OF \$10,000 FROM THE OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD AND FORESTRY TO BE USED TO FUND ADDITIONAL COMPONENTS OF THE NORMAN URBAN TREE INVENTORY, CONTRACT K-2223-133, AND BUDGET APPROPRIATION

AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

In the spring of 2022, a presentation was made to the Norman Tree Board and a Study Session of the Norman City Council. The presentation highlighted the benefits of implementing an Urban Forestry Master Plan (UFMP) for the City. In order for the City to accurately assess the current urban forest, it was recommended to conduct a tree inventory for the major urban areas of Norman. In addition to the UFMP, the City must update our current Tree Ordinance. Although only a few years old, our Legal Department has found some issues with the language in the ordinance; and it needs to be updated before it is enforceable. Funding for this professional services project was approved in the FYE 2023 budget. Recently, the City of Norman issued a 'Request For Qualifications' (RFQ), which we will utilize to select a company to conduct the inventory, review our ordinance, and write the new UFMP. The company awarded the contract will spend the spring and summer months on the project, including administrating public meetings, conducting the tree inventory, and compiling the data, before issuing the finished product.

DISCUSSION:

Each year, the Oklahoma Department of Agriculture, Food and Forestry (ODAFF) offers several grant assistance programs, including an Urban and Community Forestry Assistance (UCFA) grant of up to \$10,000, to help promote healthy and sustainable urban forests. The Parks Department applied for this grant in December 2022 now that funding is in place for professional services for the work described earlier. The application indicated that the additional funding from the grant would allow the City to maximize the effectiveness of the inventory and help to show residents how their neighborhoods are benefiting. Parks would use the funds to purchase additional data packages to allow the software to overlay socio-economic and demographic

information to the tree inventory map. Additionally, it will enable analysis comparing canopy cover to local data (e.g., median household income, ethnicity, age groups, poverty rates, etc.), drawing attention to current deficiencies and prioritizing future project locations. We would also like to include creating an interactive map that residents could use to see the features and benefits of the City's urban forest. Including these features as part of the UFMP would increase the public's awareness of the social benefits of local trees and demonstrate Norman's focus on equitable access to trees throughout the City.

Parks was notified in January that Norman's application was selected to receive a UCFA grant in the full amount of \$10,000. The grant does not require matching funds and will be reimbursed as expenses are incurred. Like other grants, the City of Norman must establish a special fund and track all expenditures and reimbursements through this account. The funds will be appropriated to the annual Tree Program account identified in this year's budget for a one-time increase to pay for the professional forestry services described herein. The grant funds will be used to purchase the data and end-user enhancements as part of the tree inventory and UFMP once a firm is selected for the project.

RECOMMENDATION:

Staff recommends that the City of Norman accept a grant in the amount of \$10,000 from the Oklahoma Department of Agriculture, Food and Forestry; approve contract K-2223-133 between the CON and the Oklahoma Department of Agriculture, Food and Forestry to approve the requirements for the grant award; and approve the appropriation of \$10,000 into a Special Grant Account for additional services as described above for the Tree Program Urban Forestry Services project.

Appropriation of \$10,000 from the Special Grant Fund Balance (22-29000) to the Tree Program Matching Funds Project (Account 50799966-46301; Project PR0212), to be used to purchase enhancements to the Tree Inventory and UFMP, once a contract for those services is awarded.

AGREEMENT

BY AND BETWEEN

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND

FORESTRY

AND

THE CITY OF NORMAN

This Agreement by and between the Oklahoma Department of Agriculture, Food, and Forestry (Department), 2800 N. Lincoln Blvd. Oklahoma City, Oklahoma 73105 and the City of Norman, 201 W. Gray Bldg. C, Norman, Oklahoma 73069, is accepted by both the Department and the City of Norman for the purpose of updating the Norman Urban Forest Master Plan.

NAME OF PROJECT

Updating the Norman Urban Forest Master Plan

PURPOSE

The purpose of this project is to update the Norman Urban Forest Master Plan.

AGREEMENT TERMS

This Agreement shall not exceed Ten Thousand Dollars (\$10,000.00) in federal funds, unless otherwise increased or decreased. The funds shall be payable based upon properly submitted invoices. The City of Norman shall submit reports biannually when requested by the Department. All reports, invoices, and correspondence regarding this Agreement shall include the purchase order number for the benefit of all parties. No expenditures shall be made by the City of Norman pursuant to this Agreement until after receiving a copy of the purchase order.

DURATION

This Agreement shall be valid and in effect only after it is signed, dated, and a purchase order issued (Effective Date) and shall conclude twelve (12) months from the Effective Date. All invoices for monies pursuant to this Agreement shall contain only expenditures occurring during the term of this Agreement. This Agreement may be renewed for up to three (3) additional years with the same terms and conditions upon approval by both the Department and the City of Norman. During the effective term of this Agreement, should funding be reduced or limited, the Department may limit or reduce the monies available pursuant to this Agreement via issuance of a change order.

TERMINATION AND AMENDMENTS

This Agreement may be modified by mutually acceptable written amendments, and an addendum shall be duly executed by authorized officials of the Department and The City of Norman. Either party may request termination of this Agreement upon thirty (30) days written notice to the other party. Early termination of this Agreement shall require an amendment to this Agreement and may require reimbursement up to the Agreement amount.

THE CITY OF NORMAN AGREES

- 1. To develop a process for and implement a tree inventory on publicly owned and maintained properties in Norman, to develop a process for and implement an update of the current tree ordinance, and to develop a process for and implement an update of the Norman Urban Forest Master Plan.
- 2. To provide or contract with a certified arborist and/or forester or other field qualified expert to assist with the inventory/updating process.
- 3. To provide progress reports biannually to the Department as requested.
- 4. To ensure that informational and educational materials developed as a result of this project shall comply with all standards set by the International Society of Arboriculture. Educational material developed shall be submitted to the Department for review prior to being printed or distributed.
- 5. To provide to the Department a comprehensive final written report of the project detailing the work performed, the results and accomplishments obtained, and a financial report detailing all expenses actually incurred. The final report shall be submitted no later than sixty (60) days after performance of the responsibilities outlined in this agreement.
- 6. To retain all necessary records, books and any other reasonably necessary documentation relating to the nature, time and scope of the Agreement, regardless of form, for a period of time of seven(7) years following completion or termination of the Agreement. If an audit, litigation, or other action involving the records is commenced before the end of the seven (7) year retention period, records shall be maintained for three (3) years from the date that all issues arising out of the action are resolved.
- 7. And certifies that it and all proposed subcontractors, whether known or unknown at the time this Agreement is executed or awarded, are in compliance with 25 O.S. § 1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. § 1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

DEPARTMENT AGREES

- 1. To reimburse the City of Norman upon submission of proper invoices up to the Agreement amount of Ten Thousand Dollars (\$10,000.00) of federal funds to support the designated project unless otherwise increased or decreased by appropriations.
- 2. To review and approve final drafts of any reports developed as a result of this project before publication and distribution.
- 3. To provide payment to the City of Norman in a timely manner upon receiving a proper invoice.

COMPLIANCE

This Agreement is made expressly subject to, and the parties expressly agree to comply with and abide by, all of the laws of the United States and of the State of Oklahoma and any political subdivision where any portion of the Agreement is to be performed, including all rules and regulations now existing or that may be promulgated in accordance with all laws applicable in any way to the performance of this Agreement including, but not limited to, the Occupational Safety and Health Act and the Fair Labor Standards Act. The parties shall comply with all local, state, and federal laws regulating employment practices, including those prohibiting discrimination based on sex, race, religion, creed, color, ethnic background, age, and disabilities. Acceptance of this Agreement constitutes awareness of and compliance with the requirements of the aforementioned laws and the Americans with Disabilities Act.

SEVERABILITY

If any provision of this Agreement is found illegal, invalid, or unenforceable under present or future laws effective during the term of this Agreement or any renewal or extension of this Agreement, then it is the intention of the undersigned parties that the remainder of this Agreement shall not be affected. Additionally, for each provision of this Agreement found illegal, invalid, or unenforceable the parties shall add as an amendment to this Agreement a valid and enforceable provision as similar as possible to the terms contained in the unenforceable provision.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

OKLAHOMA DEPARTMENT OF AGRICULTURE, FOOD, AND FORESTRY

By: Blayne Arthur, Secretary of Agriculture or Services	Designee	By: Mark Goeller, Director, Forestry		
Date:		Date:		
THE CITY OF NORMAN				
By:Printed	Title:		_	
Signed	Date:		_	
ATTEST:				
Brenda Hall, City Clerk				
APPROVED as to form and legality this _		day of	, 2023.	
City A	Attorney			

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION,

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

RESOLUTION R-2223-108.

BACKGROUND:

The 2015 – Fixing America's Surface Transportation (FAST) federal transportation funding bill allocates approximately \$21 million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. New traffic signals along federal functionally classified roads are eligible for 100% federal funding.

On September 26, 2017, City Council adopted resolution R-1718-38, which was later forwarded to both the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation (ODOT) requesting federal funds to pay for 100% of the construction cost. In the resolution the City agreed to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional needed rights-of-way, the relocation of public utilities and funding of the local share of the construction cost, which is normally 0% for federal safety projects. On February 23, 2023, ACOG recommended to ODOT that the project be included in the Federal Fiscal Year 2025 Area Transportation Improvement Program (TIP).

Final plans for the Video Detection Upgrades at Signalized Intersections Phase 4 are nearing completion, with the understanding that plans are progressing toward a November 2024 bid opening. The plans were developed "in house" by the engineering staff in the Traffic Control Division. Construction is anticipated to begin in the winter of 2025 with completion of the work in May of the same year.

This project is the third in a series of phased projects to upgrade our detection systems at signalized intersections from in-pavement loop detectors to video detection. The estimated construction cost of \$431,062 will be funded with 100% federal funds as a safety improvement project. A map of the locations to be touched in this phase of the project is attached.

DISCUSSION:

The Oklahoma Department of Transportation requires the City to execute a project agreement and to adopt it by resolution before letting the project to contract. The agreement addresses the responsibilities of the City and the Department during and after the construction of the project. Both the resolution and agreement have been reviewed by staff and approved by the City Attorney's Office.

RECOMMENDATION:

Staff recommends approval of Contract K-2223-134 and Resolution R-2223-108 with ODOT for Video Detection Upgrades at Signalized Intersections Phase 4.

(11/23/2020

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

CITY WIDE VIDEO DETECTION UPGRADES (PHASE 4)

Project No.: J3-7945(004)AG

State Job No.: 37945(04)

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- STBG UZA	03	CLEVELAND	37945(04)	J3-7945(004)AG	Traffic Signals	CITY WIDE VIDEO DETECTION UPGRADES (PHASE 4)

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 subrecipients 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. 21st Street Oklahoma City, Oklahoma 73105-3204

- 3.6 The Sponsor warrants that any procurement, using federal funds, of property, goods or professional and personal services required for this project will be acquired by the Sponsor in compliance with the federal procurement Regulations at 40 USC 1101- 1104 (Brooks Act) and the Regulations for Administration of Engineering and Design Related Service Contracts at 23 C.F.R. Part 172, as well as provisions of State purchasing laws applicable to the Sponsor.
- 3.7 The Sponsor will certify to the Department prior to establishing a letting date that all existing utility facilities (if any) have been properly adjusted in full accordance with the Department's Right-of-Way and Utilities Division policies and procedures to accommodate the construction of said project; and will be solely responsible for payment of any and all contractor expenses, claims, suits and/or judgments directly resultant from any actual utility relocation delays.

- Item 29.
- 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 <u>not-to-exceed</u>, STBG-UZA total estimated cost of **\$431,062**, as described below:

	FUNDING SOURCE =>			STBG-UZA		onsor
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT		AMOUNT
37945(04)	Construction - (With 6% Inspection)	\$431,062	100 up to a limit of	\$431,062	Remainder	\$0
	Total	\$431,062	Total=>	\$431,062	Total=>	\$0

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (JP 37945(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.

- Item 29.
- 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.
 - 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.

- Item 29.
- 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 rightof-way lines, and if no gutter exists, between the shoulder lines and the right-ofway 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:
 - 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) <u>Solicitations for Subcontracts, Including Procurement of Materials and Equipment:</u>

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 ______ Mayor By City Attorney 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 **APPROVED** AND LEGALITY

Date

Deputy Director

General Counsel

Date

RESOLUTION NO. R-2223-108

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. J3-7945(004)AG,
State Job Number 37945(04), by and between the City of Norman and the Oklahoma
Department of Transportation;

NOW, THEREFORE, it is directed to execute the above desc				
signed by the Mayor on this	_		-	
		C	CITY OF NORMAN	
		$\overline{\mathbf{N}}$	1 ayor	
ATTEST:				
G'. Ol. 1				
City Clerk				
Approved as to form and legality t	his	_ day of _		, 2023.
		\overline{c}	City Attorney	

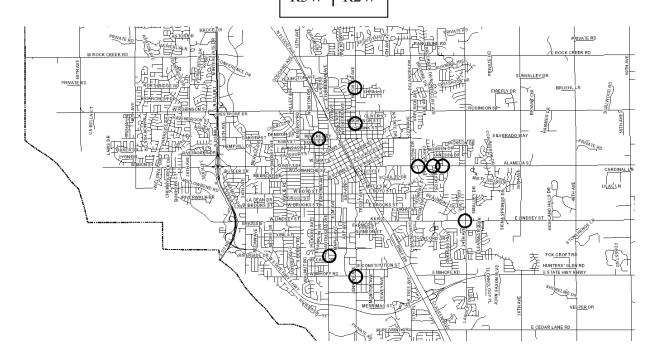
STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION

PLAN OF PROPOSED

INSTALLATION OF NEW TRAFFIC SIGNAL VIDEO DETECTION SYSTEMS AT SEVERAL SIGNALIZED INTERSECTIONS CITYWIDE (PHASE 4)

Federal Aid Project Number: J3-7945(004)AG
CLEVELAND COUNTY
STATE JOB NO. 37945(04)

R3W | R2W



Approximate Center of Project

Latitude: 35°13'N Longitude: 97°27'W

PHASE 4 VIDEO DETECTION UPGRADE SITE LOCATION

2019 OKLAHOMA STANDARD SPECIFICATIONS FOR HIGHWAY CONSTRUCTION ENGLISH GOVERN, APPROVED BY THE U.S. DEPARTMENT OF TRANSPORTATION, FEDEARAL HGHWAY ADMINISTRATION, DECEMBER 18, 2019

N8T | N8T

THIS PROJECT IS LOCATED WITHIN THE URBAN LIMITS OF THE CITY OF NORMAN

INDEX OF SHEETS

0001 TITLE SHEET

AE01 ENVIRONMENTAL NOTES

AT01 GENERAL NOTES

AT02 NOTES, PAY QUANTITIES & SCOPES OF WORK

AT03 QUANTITIES BY SITE

The following ODOT Standards will be required:

CCD1-1-00 TCS1-1-01 TCS14-1-00

David R. Riesland, P.E. City of Norman OKLA, REG, NO. 24187

CITY OF NORMAN OKLAHOMA

DATE APPROVED:

BY

CITY ENGINEER

CITY OF NORMAN OKLAHOMA

DATE APPROVED:

BY

DIRECTOR OF PUBLIC WORKS

OKLAHOMA DEPARTMENT OF TRANSPORTATION

DATE APPROVED:

CHIEF ENGINEER

DEPARTMENT OF TRANSPORTATION FEDERAL HIGHWAY ADMINISTRATION

DATE APPROVED:

BY

DIVISION ADMINISTRATOR

PHASE 4 VIDEO DETECTION UPGRADE PROJECT

Job Number: 37945(04)



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Matthew Elliott, Fire Marshal

PRESENTER: Jason Smith, Administrative Assistant Chief

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR

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

CITIZENS OF NORMAN.

BACKGROUND:

The Fire Department periodically receives donations that are dedicated to the purchase of smoke detectors to be used in the Smoke Detector Program for Senior Citizens and the Disabled. These funds are deposited into Other Liabilities-Smoke Detectors (account 10-22426).

DISCUSSION:

The Norman Fire Department has a Smoke Detector Program for senior and disabled citizens of Norman through which we provide smoke detectors for those having a need to better safeguard their homes. Funds for the detectors have been provided through donations from private citizens and various businesses and organizations.

RECOMMENDATION:

It is recommended that \$500 from Other Liabilities-Smoke Detectors (account 10-22426) be appropriated to the Fire Department, Prevention Division, Other Supplies and Materials: Smoke Detectors (account 10664142-43121), and utilized to purchase smoke detectors.

Item 30.

Resolution

R-2223-115

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, TRANSFERRING \$500 FROM OTHER LIABILITIES-SMOKE DETECTORS ACCOUNT TO BE USED BY THE FIRE DEPARTMENT TO PURCHASE SMOKE DETECTORS FOR USE IN THE SMOKE DETECTOR PROGRAM FOR SENIOR CITIZENS AND HANDICAPPED CITIZENS OF NORMAN.

- § 1. WHEREAS, the Fire Department periodically received donations that are dedicated to the purchase of smoke detectors to be used in the Smoke Detector Program for Senior Citizens and Handicapped citizens; and
- § 2. WHEREAS, the Fire Department has requested that \$500 be transferred from the Other Liabilities-Smoke Detectors Account (10-22426) to Other Supplies and Materials: Smoke Detectors (10664142-43121); and

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

§ 3. That the following transfer be made for reason as stated above:

Losing Account	Gaining Account	Amount
10-22426 Other Liabilities	10664142-43121	\$500.00
Smoke Detectors	Other Supplies and Materials: Smoke	
	Detectors	

PASSED AND ADOPTED this 28th day of March, 2023.

ATTEST:	Mayor	
City Clerk		



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION AND AWARDING, ACCEPTANCE, REJECTION,

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

REJECT ALL BIDS.

BACKGROUND:

On April 2, 2019, the voters of Norman approved the issuance of \$72,000,000 in General Obligation bonds (GO Bonds) to widen and improve major arterial streets in Norman, continuing a program of transportation system bonds authorized by the voters in 2006 and 2012. This transportation system improvement program contemplated issuing the authorized bonds in 2-3 sales, set to approximately coincide with the construction schedules of the transportation projects.

On April 9, 2019, the City Council approved Ordinance 1819-42 on emergency, authorizing the issuance of the \$20,000,000 City of Norman General Obligation Bonds, Series 2019B. Proceeds of this bond issuance have provided funding for the first projects anticipated in the voter-approved 2019 Transportation Bond program.

On April 6, 2021, the voters of Norman approved Ordinance O-2021-29, authorizing the issuance of \$27,000,000 in General Obligation bonds (GO Bonds) for "reconstructing, repairing, improving and rehabilitating existing streets, roads and intersections in the City of Norman..." This was the fourth time the voters of Norman authorized a recurring five-year program to provide funding for maintaining residential asphalt, concrete and rural roads throughout Norman.

On May 25, 2021, the City Council approved Ordinance 2021-48 on emergency, authorizing the issuance of the \$13,500,000 City of Norman General Obligation Bonds, Series 2021. Proceeds of this bond issuance have provided funding for the first projects anticipated in this fourth round of voterapproved, short-term Street Maintenance Bonds.

On February 28, 2023, the City Council approved Resolutions R-2223-99 and R-2223-100, giving Notice of Sale and Setting a Sale Date of March 28, 2023 for the \$26,000,000 Series 2023A General

Obligation Bonds (second issuance of the road construction bonds authorized in 2019) and \$13,500,000 Series 2023B General Obligation Bonds (second and final authorized bond issuance for street maintenance of 2021).

Pursuant to the Oklahoma Bond Proceeds Act, the sale of General Obligation Bonds must be done competitively, using a set process that begins with an open solicitation for bidders through a Notice of Sale of the bonds and an award of the bid to the qualified bidder (firm) who proposes to purchase the bonds at the lowest True Interest Cost to the City (issuer).

DISCUSSION:

Pursuant to procedures set out in the Oklahoma Statutes, public notice of the sale of the Series 2023A and 2023B General Obligation Bonds was made in electronic financial media, the <u>Norman Transcript</u> and other publications. Bid packages were sent to qualified firms in Oklahoma and in the surrounding region. As noted in the Notice to Bidders distributed pursuant to the Notice to Bidders, bids will be received on March 28, 2023 for the purchase of the Bonds, and the bidder with the lowest true interest cost is recommended to be approved to purchase the Bonds.

In order to comply with Statutory requirements for the sale of General Obligation bonds, to take advantage of favorable municipal bond market conditions, and to complete the bond sale in a timely fashion to continue to move the approved projects forward in the expeditious manner that is desired by the Council, the attached Ordinances are recommended to be approved on an emergency basis.

The Ordinances also authorize the Mayor or Mayor Pro Tem and other City officials to execute relevant documents to complete the bond sale. These documents include, without limitation, the following:

Continuing Disclosure Agreement; Arbitrage Certification; Non-Litigation Certification; Official Statement/Prospectus

The Council will receive a tabulation of the bids received and recommendations for the successful purchasers (underwriters) in advance of the March 28, 2023 Council meeting.

RECOMMENDATION:

It is recommended that the Ordinance be approved on an emergency basis and the Mayor or Mayor Pro Tem, City Clerk or Deputy City Clerk, City Manager, City Attorney and the Finance Director be authorized and empowered to execute the documents at the time of the closing of the sale, or as necessary.

MINUTES OF SALE OF 2023A BONDS

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING LOCATED AT 201 WEST GRAY, NORMAN, OKLAHOMA, 73069, IN SAID CITY ON THE 28TH DAY OF MARCH, 2023, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2023 having been given in writing to the City Clerk of said City at 9:00 o'clock a.m. on the 27th day of October, 2022, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ____ o'clock __.m. on the ___ day of March, 2023, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty–four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said City would offer for sale on this date and at this hour and at this place its \$26,000,000 of General Obligation Bonds, Series 2023A maturing \$1,365,000 on May 1, 2025, and \$1,365,000 annually each year thereafter until paid, except the final maturity shall be in the amount of \$1,430,000, the governing body proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the governing body:

Bidders	True Interest Cost	Net Interest Cost	Premium
	%	\$	\$
	%	\$	\$
	%	\$	\$

	dder to submit with his bid a sum in cash or its
	id and, after due consideration of all bids received
by the governing body, a motion was made by	Councilmemberthat
the Bonds be awarded, sold and delivered to	, upon
fulfillment of the terms set out in said contract a	and bid for the purchase of said Bonds. Said motion
	was adopted by the following
vote:	was unoprod of the tone wing
vote.	
AYE:	
ATL.	
NAY:	
NAI:	
(GEAL)	
(SEAL)	
	Mayor
ATTEST:	
City Clerk	

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND)SS)
hereby certify that the foregoing is a tr of said City at the time bids were rece	qualified and acting Clerk of The City of Norman, Oklahoma, rue and complete copy of the proceedings of the governing body ived for the sale of its General Obligation Bonds, Series 2023A y held on the date therein set out, as the same appears of record
schedule of regular meetings of the calendar year 2023 having been give on the 27 th day of October, 2022, an time, place and agenda was posted at on the City's Internet website (www Building, 201 West Gray, Norman, O and open to the public twenty-four (four (24) hours or more prior to this legal holidays, all in compliance wi Section 311A(9)(b) of Title 25 of the G available to the public in the principal	d hereto is a true and complete copy of the Notice of the governing body of The City of Norman, Oklahoma for the n in writing to the City Clerk of said City at 9:00 o'clock a.m. d public notice of this virtual meeting, setting forth the date, a o'clockm. on the day of March, 2023, by posting normanok.gov) and by posting at the entry to the Municipal oklahoma, 73069, the place of this meeting in prominent view 24) hours each day, seven (7) days each week, being twenty-meeting, excluding Saturdays, Sundays and State designated the Oklahoma Open Meeting Act. Further, as required by Oklahoma Statutes, the City made the notice of a public meeting office of the public body (201 West Gray, Norman, Oklahoma, at least twenty—four (24) hours prior to the meeting.
WITNESS my hand and seal	this 28 th day of March, 2023.
(SEAL)	

City Clerk

STATE OF OKLAHOMA

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2223

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR

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

EMERGENCY

BACKGROUND:

On April 2, 2019, the voters of Norman approved the issuance of \$72,000,000 in General Obligation bonds (GO Bonds) to widen and improve major arterial streets in Norman, continuing a program of transportation system bonds authorized by the voters in 2006 and 2012. This transportation system improvement program contemplated issuing the authorized bonds in 2-3 sales, set to approximately coincide with the construction schedules of the transportation projects.

On April 9, 2019, the City Council approved Ordinance 1819-42 on emergency, authorizing the issuance of the \$20,000,000 City of Norman General Obligation Bonds, Series 2019B. Proceeds of this bond issuance have provided funding for the first projects anticipated in the voterapproved 2019 Transportation Bond program.

On April 6, 2021, the voters of Norman approved Ordinance O-2021-29, authorizing the issuance of \$27,000,000 in General Obligation bonds (GO Bonds) for "reconstructing, repairing, improving and rehabilitating existing streets, roads and intersections in the City of Norman..." This was the fourth time the voters of Norman authorized a recurring five-year program to provide funding for maintaining residential asphalt, concrete and rural roads throughout Norman.

On May 25, 2021, the City Council approved Ordinance 2021-48 on emergency, authorizing the issuance of the \$13,500,000 City of Norman General Obligation Bonds, Series 2021. Proceeds

of this bond issuance have provided funding for the first projects anticipated in this fourth round of voter-approved, short-term Street Maintenance Bonds.

On February 28, 2023, the City Council approved Resolutions R-2223-99 and R-2223-100, giving Notice of Sale and Setting a Sale Date of March 28, 2023 for the \$26,000,000 Series 2023A General Obligation Bonds (second issuance of the road construction bonds authorized in 2019) and \$13,500,000 Series 2023B General Obligation Bonds (second and final authorized bond issuance for street maintenance of 2021).

Pursuant to the Oklahoma Bond Proceeds Act, the sale of General Obligation Bonds must be done competitively, using a set process that begins with an open solicitation for bidders through a Notice of Sale of the bonds and an award of the bid to the qualified bidder (firm) who proposes to purchase the bonds at the lowest True Interest Cost to the City (issuer).

DISCUSSION:

Pursuant to procedures set out in the Oklahoma Statutes, public notice of the sale of the Series 2023A and 2023B General Obligation Bonds was made in electronic financial media, the *Norman Transcript* and other publications. Bid packages were sent to qualified firms in Oklahoma and in the surrounding region. As noted in the Notice to Bidders distributed pursuant to the Notice to Bidders, bids will be received on March 28, 2023 for the purchase of the Bonds, and the bidder with the lowest true interest cost is recommended to be approved to purchase the Bonds.

In order to comply with Statutory requirements for the sale of General Obligation bonds, to take advantage of favorable municipal bond market conditions, and to complete the bond sale in a timely fashion to continue to move the approved projects forward in the expeditious manner that is desired by the Council, the attached Ordinances are recommended to be approved on an emergency basis.

The Ordinances also authorize the Mayor or Mayor Pro Tem and other City officials to execute relevant documents to complete the bond sale. These documents include, without limitation, the following:

Continuing Disclosure Agreement; Arbitrage Certification; Non-Litigation Certification; Official Statement/Prospectus

The Council will receive a tabulation of the bids received and recommendations for the successful purchasers (underwriters) in advance of the March 28, 2023 Council meeting.

RECOMMENDATION:

It is recommended that the Ordinance be approved on an emergency basis and the Mayor or Mayor Pro Tem, City Clerk or Deputy City Clerk, City Manager, City Attorney and the Finance Director be authorized and empowered to execute the documents at the time of the closing of the sale, or as necessary.

ORDINANCE AUTHORIZING THE ISSUANCE OF 2023A BONDS

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING LOCATED AT 201 WEST GRAY, NORMAN, OKLAHOMA, 73069, IN SAID CITY ON THE 28TH DAY OF MARCH, 2023, AT 6:30 O'CLOCK P.M.

PRESENT:

Said Ordinance was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality and is as follows:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023A IN THE SUM OF \$26,000,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, on the 2nd day of April, 2019, pursuant to notice duly given, an election was held in The City of Norman, Oklahoma (the "City"), for the purpose of submitting to the registered qualified electors of such City as Proposition No. 1, the question of the issuance of the bonds of said municipality in the amount of \$72,000,000 for the purpose of constructing, widening, and improving streets and bridges in said City (including signage/signalization, lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements) (referred to herein as the "Transportation Bonds"); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Cleveland County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered, qualified electors of said City 13,642 votes, of which 9,041 were in favor of and 4,601 were against the issuance of said Transportation Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 1 cast their ballots in favor of the issuance of said Transportation Bonds, as certified by the Cleveland County Election Board, and the issuance thereof has been duly authorized; and

WHEREAS, the City previously issued \$20,000,000 of Transportation Bonds as part of its \$20,000,000 General Obligation Bonds, Series 2019B dated June 1, 2019; and

WHEREAS, there is currently authorized, yet unissued, \$52,000,000 of Transportation Bonds (Proposition No. 1); and

WHEREAS, the City Council of said City pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, hereby deems it beneficial at the present time to sell and issue \$26,000,000 of said Transportation Bonds, and to offer all of said bonds for sale as a single issue of general obligation bonds.

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

<u>Section 1</u>. That pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, with respect to the April 2, 2019 election authorization, the \$26,000,000 Transportation Bonds are hereby ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate principal amount of Twenty Six Million Dollars (\$26,000,000), which said Bonds shall be designated "General Obligation Bonds, Series 2023A", shall be dated May 1, 2023, and become due and payable and bear interest from their date until paid as follows:

\$1,365,000	maturing on	May 1, 2025	at	%
\$1,365,000	maturing on	May 1, 2026	at	%
\$1,365,000	maturing on	May 1, 2027	at	%
\$1,365,000	maturing on	May 1, 2028	at	%
\$1,365,000	maturing on	May 1, 2029	at	%
\$1,365,000	maturing on	May 1, 2030	at	%
\$1,365,000	maturing on	May 1, 2031	at	%
\$1,365,000	maturing on	May 1, 2032	at	%
\$1,365,000	maturing on	May 1, 2033	at	%
\$1,365,000	maturing on	May 1, 2034	at	%
\$1,365,000	maturing on	May 1, 2035	at	%
\$1,365,000	maturing on	May 1, 2036	at	%
\$1,365,000	maturing on	May 1, 2037	at	%
\$1,365,000	maturing on	May 1, 2038	at	%
\$1,365,000	maturing on	May 1, 2039	at	%
\$1,365,000	maturing on	May 1, 2040	at	%
\$1,365,000	maturing on	May 1, 2041	at	%
\$1,365,000	maturing on	May 1, 2042	at	%
\$1,430,000	maturing on	May 1, 2043	at	%

Interest shall be payable semi-annually on the 1st day of May and November of each year, commencing on May 1, 2024. The Bonds are issuable as registered Bonds in denominations of \$1,000.00 or any integral multiple thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

<u>Section 2</u>. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

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UNITED STATES OF AMERICA STATE OF OKLAHOMA

THE CITY OF NORMAN, OKLAHOMA

GENERAL OBLIGATION BOND, SERIES 2023A

NO		Ψ
II (I EI E E I I I I I I I I I I I I I I	ΤΥ DATE: DATED DATE , 20 May 1, 2023	E: CUSIP:

KNOW ALL PEOPLE BY THESE PRESENTS: That The City of Norman, Oklahoma, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of May and November of each year, commencing on the 1st day of May, 2024.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Oklahoma City, Oklahoma (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent/Registrar.

THE FULL FAITH, CREDIT AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, denomination, totaling the principal sum of Twenty Six Million Dollars (\$26,000,000) and is issued for the purpose of constructing, widening, and improving streets and bridges in said City (including signage/signalization, lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements), under Section 27, Article X, of the Oklahoma Constitution and Statutes of the State of Oklahoma complementary, supplementary and enacted pursuant thereto.

Optional Redemption. The Bonds maturing in the years 2025 through 2033, inclusive, shall not be subject to redemption prior to maturity. Bonds maturing in the years 2034 and thereafter shall be subject to redemption at the option of the City Council, in whole or in part, on any date, but upon thirty (30) days' notice, on or after May 1, 2033, at a price of par plus accrued interest on the principal amount called for redemption to the date fixed for redemption. If less than all of the Bonds are to be redeemed and if less than all of a maturity is to be redeemed, the Paying

Agent/Registrar shall determine by lot the Bonds, or portions thereof, within such maturity to be redeemed.

In the event any of the Bonds or portions thereof (which shall be \$1,000.00 or multiples thereof) are called for redemption as aforesaid, notice thereof identifying the Bonds or portions thereof to be redeemed will be given by the Paying Agent/Registrar by mailing a copy of the redemption notice by first class mail (postage prepaid) not less than 30 days prior to the date fixed for redemption to the registered owner of each Bond to be redeemed in whole or in part at the address shown on the registration books. All Bonds so called for redemption will cease to bear interest after the specified redemption date provided funds for their redemption are on deposit at the place of payment at that time.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar as the Registrar of the City on the Registration Record. This Bond shall be transferrable only upon delivery of this Bond to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

The Registered Holder of this Bond, upon request in writing pursuant to the book-entry-only system or if no longer in effect by surrender of this Bond to the Registrar prior to payment of the entire amount of principal hereof, shall be entitled to be issued, in exchange for this Bond, Bonds in aggregate principal amount equal to the unpaid principal of this Bond in registered Bonds identical herewith except as to respective denominations, in denominations of \$1,000.00 or any whole multiple thereof except one denomination may be in such amount as needed to complete the issue.

IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law and that the total indebtedness of said City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

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IN WITNESS WHEREOF, said City has caused this Bond to be executed with the manual or facsimile signature of its Mayor, attested with the manual or facsimile signature of its Clerk, and sealed with a facsimile seal of the City the 1st day of May, 2023.

(SEAL)	
ATTEST:	Mayor
City Clerk	
<u>AUTHENTICA</u>	TION CERTIFICATE
	e issue described in the Transcript of Proceedings General Obligation Bonds, Series 2023A of The City
Date of Registration and Authentication	BOKF, NA, Oklahoma City, Oklahoma
	Authorized Officer
STATE OF OKLAHOMA))SS	
COUNTY OF CLEVELAND)	
said State, in which the within named City is of a series of Bonds issued by the within name	y and County Clerk respectively, of said County, in situated, hereby certify that the within Bond is one ned City pursuant to law, and that the entire issue of upon said City by the Constitution and laws of the
WITNESS our respective official harman, 2023.	nds and the seals of said County this day of
County Clerk, Cleveland County, Oklahoma	District Attorney, Judicial District No. 21
(SEAL)	

FORM OF ASSIGNMENT

	signed hereby sells, assigns and transfers unto the within Bond and does hereby irrevocably
constitute and appoint	attorney to transfer such Bond on the books kept
for registration and transfer of the within B	ond, with full power of substitution in the premises.
Dated:,	
Signature guaranteed by:	
STATE OF OKLAHOMA))SS	
COUNTY OF CLEVELAND)	
	d and acting Treasurer of the within named City, in said e duly registered the within Bond in my office on this
WITNESS my hand the date above	written.
	Treasurer
STATE OF OKLAHOMA OFFICE OF THE ATTORNEY GENERAL BOND DEPARTMENT	L, 2023.

I HEREBY CERTIFY that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of Bonds of like kind; and that said Bond is a valid and binding obligation according to its tenor and terms, and, under the provisions of Title 62, Oklahoma Statutes 2021, Sections 11, 13 and 14, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty days from the date of this approval of said bond appearing in the caption hereto.

Attorney General, *Ex Officio*Bond Commissioner of the State of Oklahoma

[End of Form of Bond]

SECTION 3. That each of said Bonds shall be executed by manual or facsimile signature of the Mayor and have the facsimile corporate seal of said City imprinted thereon, and be attested by the Clerk of said City by manual or facsimile signature; that said officers be and are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City; have the same registered by the Treasurer, endorsed by the District Attorney and County Clerk and presented to the Attorney General, *Ex-Officio* Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issue, for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchaser upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purpose set out in the Bond in Section 2 hereof. The contracts attached hereto between the City and the Financial Advisor, Bond Counsel, Disclosure Counsel and Paying Agent/Registrar, respectively, are hereby ratified and confirmed for fiscal year 2022/2023.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

SECTION 5. The Paying Agent/ Registrar for all registered Bonds issued pursuant to this Ordinance shall be BOKF, NA, Oklahoma City, Oklahoma, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferrable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment of such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be canceled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000.00 or any integral multiple thereof. The Registrar shall not be obligated to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15th day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes 2021, Section 582(13)(b), whereby books shall be maintained on behalf of the City by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and Clerk (or in their absence or incapacity, the Mayor Pro Tem and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2023, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said City, in addition to all other taxes, said sinking fund to be designated "General Obligation Bonds, Series 2023A Sinking Fund". Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with any interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

<u>SECTION 8</u>. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the Mayor and City Clerk (or in their absence or incapacity, the Mayor Pro Tem and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the Mayor or Mayor Pro Tem is authorized to sign the Official Statement for and on behalf of the City.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Ordinance is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the Mayor and Clerk (or in their absence or incapacity, the Mayor Pro Tem and Deputy Clerk, respectively). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. "Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The City hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the City in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and

Ordinance No. O-2223-34

any notices of material events will be provided by the City to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System ("EMMA") @ www.emma.msrb.org.

The City authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

SECTION 9. The Mayor, Mayor Pro Tem, City Manager, Treasurer, City Clerk, and Deputy City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, scope of services agreements for professional services associated with issuance of the Bonds, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

<u>SECTION 10</u>. That by reason of said City being without adequate streets, roads, and intersections, it is deemed and hereby declared necessary for the immediate preservation of peace, health, or safety that this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Left Blank Intentionally]

Ordinance No. O-2223-34

PASSED AND APPROVED this 28th day of March, 2023.

(SEAL)			
(SE/IE)	Mayor		
ATTEST:			
City Clerk			

Ordinance No. O-2223-34

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

I, the undersigned, the duly qualified and acting Clerk of The City of Norman, Oklahoma, hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the issuance of Bonds for the purpose therein set out, adopted by the governing body of said City and Transcript of Proceedings of said governing body had at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2023 having been given in writing to the City Clerk of said City at 9:00 o'clock a.m. on the 27th day of October, 2022, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted at ____ o'clock __.m. on the ___ day of March, 2023, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty—four (24) hours prior to the meeting.

WITNESS my hand and seal this 28th day of March, 2023.

(SEAL)		
	City Clerk	

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF THE BID FOR THE PURCHASE OF \$13,500,000 GENERAL OBLIGATION BONDS, SERIES 2023B OF THE CITY OF NORMAN, OKLAHOMA, AND VOTE TO AWARD SAID BONDS TO THE LOWEST BIDDER COMPLYING WITH THE NOTICE OF SALE AND

INSTRUCTIONS TO BIDDERS OR TO REJECT ALL BIDS.

BACKGROUND:

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Pursuant to the Oklahoma Bond Proceeds Act, the sale of General Obligation Bonds must be done competitively, using a set process that begins with an open solicitation for bidders through a Notice of Sale of the bonds and an award of the bid to the qualified bidder (firm) who proposes to purchase the bonds at the lowest True Interest Cost to the City (issuer).

DISCUSSION:

Pursuant to procedures set out in the Oklahoma Statutes, public notice of the sale of the Series 2023A and 2023B General Obligation Bonds was made in electronic financial media, the *Norman Transcript* and other publications. Bid packages were sent to qualified firms in Oklahoma and in the surrounding region. As noted in the Notice to Bidders distributed pursuant to the Notice to Bidders, bids will be received on March 28, 2023 for the purchase of the Bonds, and the bidder with the lowest true interest cost is recommended to be approved to purchase the Bonds.

In order to comply with Statutory requirements for the sale of General Obligation bonds, to take advantage of favorable municipal bond market conditions, and to complete the bond sale in a timely fashion to continue to move the approved projects forward in the expeditious manner that is desired by the Council, the attached Ordinances are recommended to be approved on an emergency basis.

The Ordinances also authorize the Mayor or Mayor Pro Tem and other City officials to execute relevant documents to complete the bond sale. These documents include, without limitation, the following:

Continuing Disclosure Agreement; Arbitrage Certification; Non-Litigation Certification; Official Statement/Prospectus

The Council will receive a tabulation of the bids received and recommendations for the successful purchasers (underwriters) in advance of the March 28, 2023 Council meeting.

RECOMMENDATION:

It is recommended that the Ordinance be approved on an emergency basis and the Mayor or Mayor Pro Tem, City Clerk or Deputy City Clerk, City Manager, City Attorney and the Finance Director be authorized and empowered to execute the documents at the time of the closing of the sale, or as necessary.

MINUTES OF SALE OF 2023B BONDS

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING LOCATED AT 201 WEST GRAY, NORMAN, OKLAHOMA, 73069, IN SAID CITY ON THE 28TH DAY OF MARCH, 2023, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:

Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2023 having been given in writing to the City Clerk of said City at 9:00 o'clock a.m. on the 27th day of October, 2022, and public notice of this meeting, setting forth the date, time, place and agenda was posted at ____ o'clock __.m. on the ___ day of March, 2023, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty–four (24) hours prior to the meeting.

(OTHER PROCEEDINGS)

It appearing that due and legal notice had been given that said City would offer for sale on this date and at this hour and at this place its \$13,500,000 of General Obligation Bonds, Series 2023B maturing \$3,375,000 on May 1, 2025, and \$3,375,000 annually each year thereafter until paid, the governing body proceeded to consider the bids received for the purchase of said Bonds. The following bids were received and considered by the governing body:

Bidders	True Interest Cost	Net Interest Cost	Premium
	%	\$	\$
	%	\$	\$
	%	\$	\$

The governing body required each b	idder to submit with his bid a sum in cash or its
equivalent, equal to two percent (2%) of his b	bid and, after due consideration of all bids received
by the governing body, a motion was made by	Councilmember that
the Bonds be awarded, sold and delivered to _	
	and bid for the purchase of said Bonds. Said motion
	was adopted by the following
vote:	
AYE:	
NAY:	
(SEAL)	-
	Mayor
ATTEST:	
City Claule	
City Clerk	

)SS
COUNTY OF CLEVELAND)
I, the undersigned, the duly qualified and acting Clerk of The City of Norman, Oklahoma, hereby certify that the foregoing is a true and complete copy of the proceedings of the governing body of said City at the time bids were received for the sale of its General Obligation Bonds, Series 2023B taken at a regular meeting thereof duly held on the date therein set out, as the same appears of record in my office.
I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2023 having been given in writing to the City Clerk of said City at 9:00 o'clock a.m. on the 27 th day of October, 2022, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted at o'clockm. on the day of March, 2023, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty—four (24) hours prior to the meeting. WITNESS my hand and seal this 28 th day of March, 2023.
(SEAL)

City Clerk

STATE OF OKLAHOMA

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 03/28/2023

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR

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

AND DECLARING AN EMERGENCY.

BACKGROUND:

On April 2, 2019, the voters of Norman approved the issuance of \$72,000,000 in General Obligation bonds (GO Bonds) to widen and improve major arterial streets in Norman, continuing a program of transportation system bonds authorized by the voters in 2006 and 2012. This transportation system improvement program contemplated issuing the authorized bonds in 2-3 sales, set to approximately coincide with the construction schedules of the transportation projects.

On April 9, 2019, the City Council approved Ordinance 1819-42 on emergency, authorizing the issuance of the \$20,000,000 City of Norman General Obligation Bonds, Series 2019B. Proceeds of this bond issuance have provided funding for the first projects anticipated in the voterapproved 2019 Transportation Bond program.

On April 6, 2021, the voters of Norman approved Ordinance O-2021-29, authorizing the issuance of \$27,000,000 in General Obligation bonds (GO Bonds) for "reconstructing, repairing, improving and rehabilitating existing streets, roads and intersections in the City of Norman..." This was the fourth time the voters of Norman authorized a recurring five-year program to provide funding for maintaining residential asphalt, concrete and rural roads throughout Norman.

On May 25, 2021, the City Council approved Ordinance 2021-48 on emergency, authorizing the issuance of the \$13,500,000 City of Norman General Obligation Bonds, Series 2021. Proceeds of this bond issuance have provided funding for the first projects anticipated in this fourth round of voter-approved, short-term Street Maintenance Bonds.

On February 28, 2023, the City Council approved Resolutions R-2223-99 and R-2223-100, giving Notice of Sale and Setting a Sale Date of March 28, 2023 for the \$26,000,000 Series 2023A General Obligation Bonds (second issuance of the road construction bonds authorized in 2019) and \$13,500,000 Series 2023B General Obligation Bonds (second and final authorized bond issuance for street maintenance of 2021).

Pursuant to the Oklahoma Bond Proceeds Act, the sale of General Obligation Bonds must be done competitively, using a set process that begins with an open solicitation for bidders through a Notice of Sale of the bonds and an award of the bid to the qualified bidder (firm) who proposes to purchase the bonds at the lowest True Interest Cost to the City (issuer).

DISCUSSION:

Pursuant to procedures set out in the Oklahoma Statutes, public notice of the sale of the Series 2023A and 2023B General Obligation Bonds was made in electronic financial media, the *Norman Transcript* and other publications. Bid packages were sent to qualified firms in Oklahoma and in the surrounding region. As noted in the Notice to Bidders distributed pursuant to the Notice to Bidders, bids will be received on March 28, 2023 for the purchase of the Bonds, and the bidder with the lowest true interest cost is recommended to be approved to purchase the Bonds.

In order to comply with Statutory requirements for the sale of General Obligation bonds, to take advantage of favorable municipal bond market conditions, and to complete the bond sale in a timely fashion to continue to move the approved projects forward in the expeditious manner that is desired by the Council, the attached Ordinances are recommended to be approved on an emergency basis.

The Ordinances also authorize the Mayor or Mayor Pro Tem and other City officials to execute relevant documents to complete the bond sale. These documents include, without limitation, the following:

Continuing Disclosure Agreement; Arbitrage Certification; Non-Litigation Certification; Official Statement/Prospectus

The Council will receive a tabulation of the bids received and recommendations for the successful purchasers (underwriters) in advance of the March 28, 2023 Council meeting.

RECOMMENDATION:

It is recommended that the Ordinance be approved on an emergency basis and the Mayor or Mayor Pro Tem, City Clerk or Deputy City Clerk, City Manager, City Attorney and the Finance Director be authorized and empowered to execute the documents at the time of the closing of the sale, or as necessary.

ORDINANCE AUTHORIZING THE ISSUANCE OF 2023B BONDS

PURSUANT TO THE LEGAL NOTICE AS IS REQUIRED BY THE OKLAHOMA OPEN MEETING ACT INCLUDING THE POSTING OF NOTICE AND AGENDA AS IS REQUIRED BY THE TERMS THEREOF, THE MAYOR AND THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA (THE "CITY") MET IN REGULAR SESSION IN THE COUNCIL CHAMBERS OF THE MUNICIPAL BUILDING LOCATED AT 201 WEST GRAY, NORMAN, OKLAHOMA, 73069, IN SAID CITY ON THE 28TH DAY OF MARCH, 2023, AT 6:30 O'CLOCK P.M.

PRESENT:

ABSENT:
Notice of the schedule of regular meetings of the governing body of The City of Norman Oklahoma for the calendar year 2023 having been given in writing to the City Clerk of said City a 9:00 o'clock a.m. on the 27 th day of October, 2022, and public notice of this meeting, setting forth the date, time, place and agenda was posted at o'clockm. on the day of March, 2023, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act (as attached hereto). Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty–four (24 hours prior to the meeting.
(OTHER PROCEEDINGS)
Thereupon the Mayor introduced an Ordinance, which was read by title by the Clerk of Deputy Clerk, and upon motion by Councilmember, seconded by Councilmember, said Ordinance was adopted by the following vote:
AYE:
NAY:
and upon motion by Councilmember, seconded by Councilmember, the question of the emergency was ruled upon separately and approved with the following vote:
AYE:
NAY:

Said Ordinance was thereupon signed by the Mayor, attested by the Clerk, sealed with the seal of said municipality and is as follows:

AN ORDINANCE PROVIDING FOR THE ISSUANCE OF GENERAL OBLIGATION BONDS, SERIES 2023B IN THE SUM OF \$13,500,000 BY THE CITY OF NORMAN, OKLAHOMA, AUTHORIZED AT AN ELECTION DULY CALLED AND HELD FOR SUCH PURPOSE; PRESCRIBING FORM OF BONDS; PROVIDING FOR REGISTRATION THEREOF; DESIGNATING THE REGISTRAR FOR THE ISSUE; PROVIDING FOR LEVY OF AN ANNUAL TAX FOR THE PAYMENT OF PRINCIPAL AND INTEREST ON THE BONDS AND FIXING OTHER DETAILS OF THE ISSUE; APPROVING THE FORMS OF A CONTINUING DISCLOSURE AGREEMENT AND AN OFFICIAL STATEMENT; AUTHORIZING EXECUTIONS AND ACTIONS NECESSARY FOR THE ISSUANCE AND DELIVERY OF THE BONDS; AND DECLARING AN EMERGENCY.

WHEREAS, on the 6th day of April, 2021, pursuant to notice duly given, an election was held in The City of Norman, Oklahoma (the "City"), for the purpose of submitting to the registered qualified electors of such City as Proposition No. 1, the question of the issuance of the bonds of said municipality in the amount of \$27,000,000 for the purpose of reconstructing, repairing, improving, and rehabilitating existing streets, roads, and intersections in the City of Norman, Oklahoma (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements) (referred to herein as the "Street Bonds"); and

WHEREAS, as shown by the Official Certificate of Votes by the County Election Board of Cleveland County, Oklahoma, at said election there were cast on Proposition No. 1 by the registered, qualified electors of said City 10,903 votes, of which 7,221 were in favor of and 3,682 were against the issuance of said Street Bonds; and

WHEREAS, a lawful majority of the registered qualified voters voting on Proposition No. 1 cast their ballots in favor of the issuance of said Street Bonds, as certified by the Cleveland County Election Board, and the issuance thereof has been duly authorized; and

WHEREAS, the City previously issued \$13,500,000 of Street Bonds as part of its \$13,500,000 General Obligation Bonds, Series 2021 dated June 1, 2021; and

WHEREAS, there is currently authorized, yet unissued, \$13,500,000 of Street Bonds (Proposition No. 1); and

WHEREAS, the City Council of said City pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, hereby deems it beneficial at the present time to sell and issue \$13,500,000 of said Street Bonds, and to offer all of said bonds for sale as a single issue of general obligation bonds.

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

<u>Section 1</u>. That pursuant to Title 62, Oklahoma Statutes 2021, Sections 353 and 354, as amended, with respect to the April 6, 2021 election authorization, the \$13,500,000 Street Bonds are hereby ordered and directed to be issued in accordance with the form as hereinafter set out, in the aggregate principal amount of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000), which said Bonds shall be designated "General Obligation Bonds, Series 2023B", shall be dated May 1, 2023, and become due and payable and bear interest from their date until paid as follows:

\$3,375,000	maturing on	May 1, 2025	at	%
\$3,375,000	maturing on	May 1, 2026	at	%
\$3,375,000	maturing on	May 1, 2027	at	%
\$3,375,000	maturing on	May 1, 2028	at	%

Interest shall be payable semi-annually on the 1st day of May and November of each year, commencing on May 1, 2024. The Bonds are issuable as registered Bonds in denominations of \$1,000.00 or any integral multiple thereof, provided when a book entry system is utilized, the Bonds may be represented by one Bond for each maturity of Bonds.

<u>Section 2</u>. That each of said Bonds and the endorsements and certificates thereon shall be in substantially the following form:

[Remainder of Page Left Blank Intentionally]

Φ

UNITED STATES OF AMERICA STATE OF OKLAHOMA

THE CITY OF NORMAN, OKLAHOMA

GENERAL OBLIGATION BOND, SERIES 2023B

NO.					Φ	
	INTEREST RATE	: MATURIT May 1,		DATED DATE: May 1, 2023	_	CUSIP:
	KNOW ALL P	EOPLE BY THES	E PRESENTS:	That The City of	Norman,	Oklahoma

MO

know ALL PEOPLE BY THESE PRESENTS: That The City of Norman, Oklahoma, hereby acknowledges itself indebted to and for value received, promises to pay the principal amount set forth above to the person named below:

or registered assigns (hereinafter called the "Registered Holder"), for the bond number(s) set forth above, together with interest thereon at the rate specified hereon, from the date hereof until paid, payable semi-annually on the 1st day of May and November of each year, commencing on the 1st day of May, 2024.

The principal of and interest on this Bond are payable in lawful money of the United States of America which, at the time of payment, shall be legal tender for the payment of public and private debts. Payments of interest hereon shall be paid by check of BOKF, NA, Oklahoma City, Oklahoma (herein called the "Paying Agent/Registrar") payable to the order of the Registered Holder and mailed to the address shown in the Registration Record on or before the date on which each such payment is due. Payment of principal of this Bond shall be payable only upon surrender of this Bond to the Paying Agent/Registrar.

THE FULL FAITH, CREDIT AND RESOURCES of said City are hereby irrevocably pledged to the payment of this Bond.

THIS BOND is one of an issue of like date and tenor, except as to date of maturity, rate of interest, denomination, totaling the principal sum of Thirteen Million Five Hundred Thousand Dollars (\$13,500,000) and is issued for the purpose of reconstructing, repairing, improving, and rehabilitating existing streets, roads, and intersections in the City of Norman, Oklahoma (including lighting, sidewalks/bikepaths, landscaping, related drainage improvements, driveway reconstruction, and other related improvements), under Section 27, Article X, of the Oklahoma Constitution and Statutes of the State of Oklahoma complementary, supplementary and enacted pursuant thereto.

The Bonds shall <u>not</u> be subject to redemption prior to maturity.

No person shall be entitled to any right or benefit provided in this Bond unless the name of such person is registered by the Paying Agent/Registrar as the Registrar of the City on the Registration Record. This Bond shall be transferrable only upon delivery of this Bond to the

Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, duly executed by the Registered Holder hereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. The Registrar shall not be required to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The name of the Registered Holder endorsed hereon shall be deemed the correct name of the owner of this Bond for all purposes whatsoever. The Registrar will keep the Registration Record open for registration of ownership of registered Bonds during its business hours. In the event of a change of Registrar for any reason, notice thereof shall be mailed, by registered or certified United States Mail, postage prepaid, to the Registered Holder at the address shown in the Registration Record, and such notice shall be effective on the date of mailing and sufficient as to all persons.

The Registered Holder of this Bond, upon request in writing pursuant to the book-entry-only system or if no longer in effect by surrender of this Bond to the Registrar prior to payment of the entire amount of principal hereof, shall be entitled to be issued, in exchange for this Bond, Bonds in aggregate principal amount equal to the unpaid principal of this Bond in registered Bonds identical herewith except as to respective denominations, in denominations of \$1,000.00 or any whole multiple thereof except one denomination may be in such amount as needed to complete the issue.

IS HEREBY CERTIFIED AND RECITED that all acts, conditions and things required to be done, precedent to and in the issuance of this Bond have been properly done, happened and been performed in regular and due form and time as required by law and that the total indebtedness of said City, including this Bond, and the series of which it forms a part, does not exceed any constitutional or statutory limitation; and that due provision has been made for the collection of an annual tax sufficient to pay the interest on this Bond as it falls due and also to constitute a sinking fund for the payment of the principal hereof at maturity.

[Remainder of Page Left Blank Intentionally]

IN WITNESS WHEREOF, said City has caused this Bond to be executed with the manual or facsimile signature of its Mayor, attested with the manual or facsimile signature of its Clerk, and sealed with a facsimile seal of the City the 1st day of May, 2023.

(SEAL)	-
ATTEST:	Mayor
City Clerk	
<u>AUTHENTICA</u>	TION CERTIFICATE
	e issue described in the Transcript of Proceedings General Obligation Bonds, Series 2023B of The City
Date of Registration and Authentication	BOKF, NA, Oklahoma City, Oklahoma
	Authorized Officer
STATE OF OKLAHOMA))SS	
COUNTY OF CLEVELAND)	
said State, in which the within named City is of a series of Bonds issued by the within nam	y and County Clerk respectively, of said County, in situated, hereby certify that the within Bond is one ed City pursuant to law, and that the entire issue of upon said City by the Constitution and laws of the
WITNESS our respective official han, 2023.	ds and the seals of said County this day of
County Clerk, Cleveland County, Oklahoma	District Attorney, Judicial District No. 21
(SEAL)	

FORM OF ASSIGNMENT

	ersigned hereby sells, assigns and transfers unto the within Bond and does hereby irrevocably
constitute and appoint	attorney to transfer such Bond on the books kept
for registration and transfer of the within	Bond, with full power of substitution in the premises.
Dated:	
Signature guaranteed by:	
CTATE OF OVI AHOMA	
STATE OF OKLAHOMA))SS	
COUNTY OF CLEVELAND)	
	ied and acting Treasurer of the within named City, in said ave duly registered the within Bond in my office on this
WITNESS my hand the date above	ve written.
	Treasurer
STATE OF OKLAHOMA OFFICE OF THE ATTORNEY GENER BOND DEPARTMENT	AL, 2023.

I HEREBY CERTIFY that I have examined a certified copy of the record of proceedings taken preliminary to and in the issuance of the within Bond; that such proceedings and such Bond show lawful authority for the issue and are in accordance with the forms and method of procedure prescribed and provided by me for the issuance of Bonds of like kind; and that said Bond is a valid and binding obligation according to its tenor and terms, and, under the provisions of Title 62, Oklahoma Statutes 2021, Sections 11, 13 and 14, requiring the certificate of the Bond Commissioner of the State of Oklahoma thereon, is incontestable in any court in the State of Oklahoma unless suit thereon shall be brought in a court having jurisdiction of the same within thirty days from the date of this approval of said bond appearing in the caption hereto.

Attorney General, *Ex Officio*Bond Commissioner of the State of Oklahoma

[End of Form of Bond]

SECTION 3. That each of said Bonds shall be executed by manual or facsimile signature of the Mayor and have the facsimile corporate seal of said City imprinted thereon, and be attested by the Clerk of said City by manual or facsimile signature; that said officers be and are hereby authorized and directed to cause said Bonds to be prepared and to execute the same for and on behalf of said City; have the same registered by the Treasurer, endorsed by the District Attorney and County Clerk and presented to the Attorney General, *Ex-Officio* Bond Commissioner, together with a certified transcript of all proceedings had in connection with their issue, for his approval and endorsement; that thereafter said Bonds shall be delivered to the purchaser upon payment of the purchase price thereof, which shall not be less than par and accrued interest. The proceeds derived from the sale of said Bonds shall be placed in a special fund and used solely for the purpose of providing funds for the purpose set out in the Bond in Section 2 hereof. The contracts attached hereto between the City and the Financial Advisor, Bond Counsel, Disclosure Counsel and Paying Agent/Registrar, respectively, are hereby ratified and confirmed for fiscal year 2022/2023.

SECTION 4. Whenever any registered Bond or Bonds shall be exchanged for another registered Bond or Bonds of different denomination, the Registrar shall cancel the Bond or Bonds surrendered in such exchange on the face thereof and on the Registration Record. If the supply of registered Bonds for making exchanges shall have been exhausted, the Registrar shall cause additional registered Bonds to be prepared, at the expense of the City. The City covenants that upon request of the Registrar, its appropriate officers promptly will execute such additional registered Bonds on behalf of the City.

SECTION 5. The Paying Agent/ Registrar for all registered Bonds issued pursuant to this Ordinance shall be BOKF, NA, Oklahoma City, Oklahoma, which shall maintain a Registration Record for the purpose of registering the name and address of the Registered Holder of each registered Bond. The Registrar will keep the Registration Record open for registrations during its business hours. In the event of a change of Registrar, notice thereof shall be mailed, registered or certified United States Mail, postage prepaid, to the Registered Holder of each registered Bond. The name and address of the Registered Holder as the same appears on the Registration Record shall be conclusive evidence to all persons and for all purposes whatsoever and no person other than the Registered Holder shown on the Registration Record shall be entitled to any right or benefit in relation to the Bond so registered; provided, that the foregoing shall not apply to any successor by operation of law of such Registered Holder. Registered Bonds shall be transferrable only upon delivery of such Bonds to the Registrar, duly endorsed or accompanied by a written instrument of transfer in form satisfactory to the Registrar, executed by the Registered Holder thereof or his attorney duly authorized in writing, and such transfer registered on the Registration Record. If the Form of Assignment of such Bonds is exhausted, such Registered Bonds delivered to the Registrar for registration of transfer shall be canceled by the Registrar on the face thereof and the Registrar shall authenticate and deliver to the transferee Bonds in aggregate principal amount equal to the unpaid principal of the surrendered Bonds in new registered Bonds, in denominations of \$1,000.00 or any integral multiple thereof. The Registrar shall not be obligated to make such transfer after the fifteenth (15th) day of the month preceding any interest payment date until after said latter date. The Record Date for the Bonds shall be the 15th day, whether or not such is a business day, of the calendar month preceding each interest payment date on the Bonds.

SECTION 6. There is hereby created and established a system of registration for uncertificated registered public obligations with respect to the Bonds as provided in the Registered Public Obligations Act of Oklahoma, Title 62 Oklahoma Statutes 2021, Section 582(13)(b), whereby books shall be maintained on behalf of the City by the Depository Trust Company, New York, New York, for the purpose of registration of transfer of the uncertificated registered public obligations with respect to the Bonds which specify the persons entitled to the Bonds and the rights evidenced thereby shall be registered upon such books, and the Mayor and Clerk (or in their absence or incapacity, the Mayor Pro Tem and Deputy Clerk, respectively) are hereby authorized and directed to execute such documents and instruments as may be required to implement the foregoing system of registration.

SECTION 7. That beginning in the year 2023, a continuing annual tax sufficient to pay the interest on said Bonds when due and for the purpose of providing a sinking fund with which to pay the principal of said Bonds when due shall be and is hereby ordered levied upon all taxable property of said City, in addition to all other taxes, said sinking fund to be designated "General Obligation Bonds, Series 2023B Sinking Fund". Said tax shall be and is hereby ordered certified, levied and extended upon the tax rolls and collected by the same officers in the same manner and at the same time as the taxes for general purposes in each of said years are certified, levied, extended and collected; that all funds derived from said tax shall be placed in said sinking fund, which, together with any interest collected on same, shall be irrevocably pledged to the payment of the interest on and principal of said Bonds when and as the same fall due.

<u>SECTION 8</u>. The Continuing Disclosure Agreement and Official Statement, forms of which are provided herewith and incorporated herein by reference, are hereby approved and the Mayor and City Clerk (or in their absence or incapacity, the Mayor Pro Tem and Deputy Clerk, respectively) are authorized to execute the Continuing Disclosure Agreement and the Mayor or Mayor Pro Tem is authorized to sign the Official Statement for and on behalf of the City.

A Continuing Disclosure Agreement, as a material inducement to the Purchaser(s) of the Bonds, in substantially the form of the draft thereof presented at the meeting at which this Ordinance is adopted and to be dated the date of initial delivery of the Bonds, is hereby authorized to be executed and delivered by the Mayor and Clerk (or in their absence or incapacity, the Mayor Pro Tem and Deputy Clerk, respectively). The City hereby covenants and agrees that it will comply with and carry out all of the provisions of the Continuing Disclosure Agreement. Notwithstanding any other provision of this Ordinance, failure of the City to comply with the Continuing Disclosure Agreement shall not be considered an event of default on the Bonds; however, any Bondholder may take such actions as may be necessary and appropriate, including seeking mandate or specific performance by court order, to cause the City to comply with its obligations under this Section. "Continuing Disclosure Agreement" shall mean that certain Continuing Disclosure Agreement executed by the City and dated the date of issuance and delivery of the Bonds, as originally executed and as it may be amended from time to time in accordance with the terms thereof.

The City hereby covenants and agrees for the benefit of the Bondholders to provide annual financial information on the City in accordance with the Continuing Disclosure Agreement and to provide, in a timely manner, notice of events specified in paragraph (b)(5)(i)(C) of Rule 15c2-12 promulgated by the Securities and Exchange Commission. The annual financial information and

any notices of material events will be provided by the City to the Municipal Securities Rulemaking Board via the Electronic Municipal Market Access System ("EMMA") @ www.emma.msrb.org.

The City authorizes the use of the Official Statement in connection with the sale of the Bonds by the purchasers thereof.

SECTION 9. The Mayor, Mayor Pro Tem, City Manager, Treasurer, City Clerk, and Deputy City Clerk are hereby authorized and directed to execute, separately or jointly, and deliver such documents and take such other action as may be necessary or appropriate in order to effectuate the issuance, execution and delivery of the Bonds, including specifically, but not limited to, the Bond forms, tax or tax compliance documents, closing certificates, continuing disclosure or other security or securities-related documents, scope of services agreements for professional services associated with issuance of the Bonds, disbursement orders, or any other letter, representation or certification otherwise necessary and attendant to the issuance and delivery of the Bonds.

<u>SECTION 10</u>. That by reason of said City being without adequate streets, roads, and intersections, it is deemed and hereby declared necessary for the immediate preservation of peace, health, or safety that this Ordinance shall become operative immediately; wherefore, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect immediately from and after its passage and approval.

[Remainder of Page Left Blank Intentionally]

Ordinance No. O-2223-35

PASSED AND APPROVED this 28th day of March, 2023.

(SEAL)		
(62.12)	Mayor	
ATTEST:		
City Clerk		

Ordinance No. O-2223-35

STATE OF OKLAHOMA)
)SS
COUNTY OF CLEVELAND)

I, the undersigned, the duly qualified and acting Clerk of The City of Norman, Oklahoma, hereby certify that the foregoing is a true and complete copy of an Ordinance authorizing the issuance of Bonds for the purpose therein set out, adopted by the governing body of said City and Transcript of Proceedings of said governing body had at a regular meeting thereof duly held on the date therein set out, insofar as the same relates to the sale of Bonds therein described as the same appears of record in my office.

I further certify that attached hereto is a true and complete copy of the Notice of the schedule of regular meetings of the governing body of The City of Norman, Oklahoma for the calendar year 2023 having been given in writing to the City Clerk of said City at 9:00 o'clock a.m. on the 27th day of October, 2022, and public notice of this virtual meeting, setting forth the date, time, place and agenda was posted at ____ o'clock __.m. on the ___ day of March, 2023, by posting on the City's Internet website (www.normanok.gov) and by posting at the entry to the Municipal Building, 201 West Gray, Norman, Oklahoma, 73069, the place of this meeting in prominent view and open to the public twenty-four (24) hours each day, seven (7) days each week, being twenty-four (24) hours or more prior to this meeting, excluding Saturdays, Sundays and State designated legal holidays, all in compliance with the Oklahoma Open Meeting Act. Further, as required by Section 311A(9)(b) of Title 25 of the Oklahoma Statutes, the City made the notice of a public meeting available to the public in the principal office of the public body (201 West Gray, Norman, Oklahoma, 73069) during normal business hours at least twenty–four (24) hours prior to the meeting.

WITNESS my hand and seal this 28th day of March, 2023.

(SEAL)		
	City Clerk	