



CITY OF NORMAN, OK CITY COUNCIL CONFERENCE

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

Tuesday, July 25, 2023 at 5:00 PM

AGENDA

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

CALL TO ORDER

AGENDA ITEMS

1. DISCUSSION REGARDING THE YOUNG FAMILY ATHLETIC CENTER OPERATOR.
2. DISCUSSION REGARDING THE COMPREHENSIVE PLAN PROFESSIONAL SERVICES CONTRACT.

ADJOURNMENT



Date: July 14, 2023

To: Darrel Pyle, City Manager

From: Jason Olsen, Director of Parks and Recreation

Subject: Young Family Athletic Center - Operator

In May, the contract negotiations with Santa Fe Family Life Center ceased for their organization to become the Young Family Athletic Center (YFAC) operator. Due to the complexities of the request of both Community Groups and the City, it became apparent to the Parks and Recreation Department that the risks associated with operations of the YFAC would be better for both Santa Fe and the City if we went in a different direction.

I think it is in the best interest of the City and the YFAC for the Parks and Recreation Department to facilitate the operations of the YFAC. The Parks Department has already contacted the stakeholder groups involved with the YFAC. The Parks Department is working with these groups on leases and leagues, and the Parks Department has a clear vision of using the YFAC for the best interest of our residents here in Norman.

Attached to this memo is a budget, revenue projections, fee schedule, and booking policy. The Parks Department looks forward to having public discussions on how this facility will be best used for Norman and fill a huge void for our youth and its access to indoor athletic facilities. We also are incredibly excited for the YFAC to be open for all to enjoy in 2024!

Jason Olsen, Director of Parks and Recreation

Cc: Kathryn Walker, City Attorney
Anthony Francisco, Director of Finance

office memorandum

YFAC FACILITIES POLICY MANUAL

Introduction and Purpose

The Young Family Athletic Center (YFAC) is owned and operated by the City of Norman Parks and Recreation Department. The YFAC has eight (8) basketball courts, 12 volleyball courts, an eight (8) lane 25-meter competition pool, and a four (4) lane recreation pool. Norman Regional Hospital Systems (NRHS) will perform sports medicine with Ortho Central and N-Motion clinics inside the YFAC.

Authority of the Director of Parks and Recreation

The Director of Parks and Recreation (the “Director”) sets the pricing schedule and fees, which will be reviewed annually and updated on the recommendation of the Norman Board of Park Commissioners.

The Director can also enter into an agreement on behalf of the City of Norman with a Community/Operational partner annually for the rental of the YFAC for events, practices, or meetings. Community/Operational Partner Agreements will be reviewed annually by the Norman Board of Park Commissioners.

The Director will set the Fee Schedule, which includes membership and day pass costs, rental and event fees, and other general fees associated with access to the YFAC. The Fee Schedule will be set based on recommendations from the Norman Board of Park Commissioners.

The Director is responsible for entering into sponsorship or marketing agreements with businesses/groups at the YFAC on behalf of the City of Norman. Marketing and Sponsorship agreements will be reviewed annually by the Norman Board of Park Commissioners.

Any update or change to the YFAC Booking & Sponsorship Policies must be at the Recommendation of the Norman Board of Park Commissioners and approved by the Norman City Manager.

YFAC Mission

- The mission of the Young Family Athletic Center (YFAC) is to enrich the quality of life and health through competition and recreational leisure through sports, aquatics, fitness, special events, and various activities in a safe, fun, and family environment.

Definitions

1. **Fee Schedule** – the cost table showing the fixed costs for the public to use or rent YFAC. The Director of Parks and Recreation sets the Fee Schedule on the Norman Board of Parks Commissioners' recommendations. (Exhibit B)
2. **Community/Operational Partner** – a community/operational partner will be defined at the YFAC as a School, Sports Club, or local non-profit that fits in the mission of the YFAC and will be allowed to enter into annual agreements with the Parks and Recreation Department. The Parks and Recreation Department will keep a Community/Operational Partners list. The partners will be recommended

through the Norman Board of Park Commissioners and approved by the Director of Parks and Recreation. (Exhibit B)

3. **Event Rental** – Event rental is for a person, group, business, or non-profit involving 25 or more people using the Athletic or Aquatics areas for athletic competition, banquet, concert, or other miscellaneous event.
4. **Practice or Private Party Rental** – A practice or private party will be defined as a small group of people (25 or less) that use a section of the Athletic or Aquatic meeting room areas for either a practice or a small private party for a group, business, or non-profit.

YFAC Facility

The YFAC Facility is multi-purpose to meet the varied needs of the community. Portions of the Facility available for rent are listed below.

1. **Multi-Sport Gymnasium**
 - Basketball/Volleyball Courts – The YFAC can be configured for up to 8 basketball courts and/or 12 volleyball courts with bleachers for each court
 - Tournament Office Space
 - Tournament Ticketing Window
2. **Competition and Recreation Pools**
 - Eight (8) lane 25 meter competition pool
 - Four (4) lane recreation pool
3. **Women's Aquatic Locker Rooms**
4. **Men's Aquatic Locker Rooms**
5. **Aquatic Family Changing Rooms**
6. **Meeting Rooms**
7. **NRHS Clinic Space**

Scheduling Policies and Procedures

1. Community/Operational Partner Rentals

Community/Operational Partners must enter into annual agreements that specify all YFAC spaces to be used, dates and times for usage, and fees to be paid. Such agreements shall set forth the reservation payment terms, insurance requirements, and any other applicable and reasonable term(s) related to the use of the YFAC by such Partner.

2. Event Rentals

- a. Reservations for the YFAC can be made up to two (2) years in advance for event rentals and must be made no less than 14 days before the event.

- b. Reservations are on a first-come, first-served basis. The YFAC/Parks and Recreation Department cannot guarantee a reservation until the rental is paid in full.
- c. To reserve dates as an event rental at the YFAC, a deposit of at least 20% must be paid when the facility is reserved. Without this, a reservation is not valid. Lessee must be at least 18 years old to enter into a contract. Signed agreements are binding.
- d. All rental fees, layouts, security forms, cleaning fees, deposits, sponsorship, and agreements with NRHS for sports medicine or other additional costs associated with the event must be paid in full before the start of the rental per the terms of the contract.
- e. Admission fees proposed by Community/Operational Partners or for event rentals must be submitted and approved by the YFAC/Parks and Recreation Department when the rental agreement is submitted.
- f. Event times at the YFAC must end no later than 11:00 p.m. on Sunday-Thursday, with the YFAC completely vacated by midnight. Events must end by midnight on Friday & Saturday, with the building vacated by 1:00 a.m.
- g. Event rental fees are subject to different rental fees than practice or private party rentals.
- h. Alcohol can be approved at events with the written permission of the Director of Parks and Recreation. Alcohol will not be allowed at youth events under any circumstances.
- i. Any event at the YFAC will require proof of insurance that reflects coverage for activities with one million-dollar liability insurance showing the City of Norman, Oklahoma, as a Certificate Holder or Additional Insured.
- j. AFTER PAYING ALL FEES, the YFAC/Parks & Recreation Department will issue a facility rental permit. The permit will be mailed or emailed. If the permittee pays in person at our downtown office, Parks and Recreation will provide a copy of the permit at purchase.
- k. Permits are issued only for the individual or organization whose name is on the permit. If a transfer is requested, the permittee must request an amendment with the YFAC/Parks & Recreation Department.
- l. The permittee should take a copy of the permit to their scheduled event in case of a conflict.

3. Private Practice or Private Party Rentals

- a. Reservation for practices/parties can be made up to 120 days in advance.
- b. Reservations must be scheduled during regular operating hours for the YFAC and are subject to availability.
- c. Each group is limited to a maximum of two rentals per week.
- d. Any cancellations will be subject to the City's cancellation policy.
- e. If renting more than 50% of the lanes in the competition pool, renter will be required to rent the entire pool.
- f. Discounts for the meeting rooms are available if rented in tandem with the Multi-Purpose Gym or the Competition or Recreation Pools.

Payment Policy

- Payment can be made by cash, personal check, cashier's check, money order, or credit card.
- Payment for Events must be paid in full two weeks (14 Days) before the start of the rental.
- Payment for Non-Event rentals is due at the time of booking.
- Personal checks cannot be accepted for reservations made less than 14 days before the rental date.

Cancellation Policy

All cancellations of contracted events must be submitted to City in writing and will be subject to a cancellation fee that will be deducted from any refunded deposits.

- Deposits reservation will be forfeited in full if an event is canceled less than one hundred and eighty (180) days before the event.
- Deposits reservation will be forfeited in full if a practice is canceled less than forty-eight (48) hours before the practice.
- The YFAC/Parks and Recreation Department reserves the right to cancel any event or practice for any reason.
- Events or practices that the YFAC/Parks and Recreation Department cancels will be fully refunded to the lessor.

For Questions about this policy or to rent the YFAC, please contact the Young Family Athletic Center 405-321-9322 / YFAC@normanok.gov or the Norman Parks and Recreation Department at [405-366-5472](tel:405-366-5472)/ParksRec@normanok.gov.

EXHIBIT A**Memberships**

Individual Annual Pass	Norman Resident	\$300	year
Family Annual Pass	Norman Resident	\$960	year
Individual Monthly Pass	Norman Resident	\$30	month
Family Monthly Pass	Norman Resident	\$100	month
Individual Annual Pass	Non-Resident	\$360	year
Family Annual Pass	Non-Resident	\$1,200	year
Individual Monthly Pass	Non-Resident	\$35	month
Family Monthly Pass	Non-Resident	\$120	month
Individual Annual Pass	SR/Vet/MIL/FR	\$300	year
Family Annual Pass	SR/Vet/MIL/FR	\$960	year
Individual Monthly Pass	SR/Vet/MIL/FR	\$30	month
Family Monthly Pass	SR/Vet/MIL/FR	\$100	month

Day Passes

Swimming Pass	Norman Resident	\$5	day
Multi-Sports	Norman Resident	\$5	day
Swimming Pass	Non-Resident	\$7	day
Multi-Sports	Non-Resident	\$7	day
Swimming Pass	SR/Vet/MIL/FR	\$5	day
Multi-Sports	SR/Vet/MIL/FR	\$5	day
Swimming Pass	Children 12 & U	\$3	day
Multi-Sports	Children 12 & U	\$3	day
Swimming Pass	Children 3 & U	FREE	day
Multi-Sports	Children 3 & U	FREE	day

Common Rentals

Basketball Court	1/2 Court	\$35	hour
Basketball Court Full Court	Full Court	\$70	hour
Volleyball Court	Per Court	\$70	hour
Pickleball Court	Per Court	\$45	hour
Conference Room	2 Hour Min	\$25	hour
Pool Lane Rental		\$25	hour
Recreation Pool	Min. 2 hours	\$150	hour
Competition Pool	Min. 2 hours	\$250	hour

Event Rentals*

Basketball Court	4 Hour Min	\$65-\$85	hour per/court
Volleyball Court	4 Hour Min	\$50-\$70	hour per/court
Pickleball	4 Hour Min	\$30-\$45	hour per/court
Full Gym (non athletic)	4 Hour Min	\$500-\$750	Full Facility
Full Pool Rental	4 Hour Min	\$500-\$750	Both Pools

EXHIBIT B**SCHOOL PARTNER:**

Norman Public Schools
131 South Flood Avenue
Norman, OK 73069

HEALTH PARTNER:

Norman Regional Health Systems
900 N Porter Ave
Norman, OK 73071

LOCAL YOUTH LEAGUE PARTNER:

Norman Optimist Club
1005 Lexington Avenue
Norman, OK 73069

TOURNAMENT PARTNER:

Santa Fe Family Life Center
6300 N Sante Fe Ave
OKC, OK 73118

BASKETBALL CLUB:

Trae Young Family Foundation
& Trae Young Basketball
2201 Trae Young Drive
Norman, OK 73069

SWIMMING CLUB:

Sooner Swim Club
1701 Asp Avenue
Norman, OK 73072

VOLLEYBALL CLUB:

TBD

<u>Positions</u>		<u>No.</u>	<u>Rate</u>	<u>Code</u>	<u>Avg. Hours</u>	<u># Weeks</u>	<u>Max. Hours</u>	<u>Insurance</u>	<u>Life Insurance</u>	<u>Taxes & Retirement</u>	<u>TOTAL</u>
<u>Full Time Staff</u>											
Field Operations Supervisor (FT)		1	\$ 67,642.90	N36	40	52	2080	\$ 19,000.00	\$ 70.00	\$ 10,924.33	\$ 97,637.23
Program Coordinator (FT)		2	\$ 50,879.32	N32	40	52	2080	\$ 19,000.00	\$ 70.00	\$ 8,217.01	\$ 156,332.66
Administrative Tech II (FT)		1	\$ 34,769.70	A27	40	52	2080	\$ 19,000.00	\$ 70.00	\$ 5,615.31	\$ 59,455.01
								\$ 57,000.00	\$ 210.00	\$ 24,756.65	\$ 313,424.90
<u>Permanent Part Time</u>											
Recreation Tech (PPT)		3	\$ 15.34	P26	29	52	n/a	n/a	n/a	n/a	\$ 69,398.61
Recreation Leader (PPT)		6	\$ 13.96	P25	25	52	n/a	n/a	n/a	n/a	\$ 108,919.20
Lifeguard Tech (PPT)		3	\$ 15.34	P26	29	52	n/a	n/a	n/a	n/a	\$ 69,398.61
Lifeguard Leader (PPT)		12	\$ 13.96	P25	25	52	n/a	n/a	n/a	n/a	\$ 217,838.40
											\$ 465,554.82
<u>Seasonal Part Time</u>											
Recreation Specialist (SPT)		12	\$ 10.00	T09	10	52	n/a	n/a	n/a	n/a	\$ 62,400.00

Maintenance & Operation Budget**Proposed Budget****Salaries & Benefits**

Salaries - Full Time	\$313,425
Salaries - Part Time	\$465,555
Salaries - Temporary	\$62,400
Other Salaries - Overtime	\$5,000
Other Salaries - Benefits	\$81,967
Fica/Medicare	\$10,000
	\$938,347

Supplies & Materials

Office	\$1,000
Recreation	\$40,000
Operating Chemicals & Maintenance	\$100,000
First Aid Supplies	\$1,000
Plumbing & Electrical	\$1,500
Janitorial	\$7,500
Paint and Paint Products	\$500
Other Building Materials	\$1,000
Safety & Protective	\$2,500
Other - Uniforms	\$2,500
Other - Minor Tools & Equipment	\$2,500
	\$160,000

Other Professional

Other Professional (Certifications)	\$2,500
Misc. Contract Services	\$100,000
Advertising - General	\$40,000
Office Machines & Equip.	\$2,500
Other Miscellaneous	\$2,500
Janitorial Contract	\$110,000
Telephone Basic	\$1,000
Telephone - Long Distance	\$120
Electricity	\$100,000
Natural Gas	\$50,000
Water & Trash	\$50,000
Refunds & Reimbursements	\$2,500
	\$461,120

Internal Services Maint.

Building Repair	\$7,500
Printing Services	\$400
Workers Compensation	\$600
	\$8,500

TOTAL EXPENDITURES**\$1,567,967**

Revenue

Item	No.	Days	Fee	Total
Memberships				
Family	350	--	\$55.00	\$231,000.00
Individual	350	--	\$30.00	\$126,000.00
Senior/Military	100	--	\$25.00	\$30,000.00
Sub-Total				\$387,000.00
Daily Passes				
Pool	20	365	\$5.00	\$36,500.00
Multi Sports	25	365	\$5.00	\$45,625.00
Senior/Military	20	365	\$3.00	\$21,900.00
Sub-Total				\$104,025.00
Rentals				
Swim Club	1		\$50,000.00	\$50,000.00
Basketball Club	1		\$50,000.00	\$50,000.00
Volleyball Club	1		\$50,000.00	\$50,000.00
NPS	1		\$50,000.00	\$50,000.00
Optimist	1		\$50,000.00	\$50,000.00
Tournament	35		\$10,000.00	\$350,000.00
Misc. Rentals	50		\$1,000.00	\$50,000.00
Sub-Total				\$650,000.00
Concessions				
Lease Agreement	1			\$50,000.00
Classes				
Local Leagues				\$100,000.00
Camps	500		\$50.00	\$25,000.00
Aqua Fitness Classes	500		\$5.00	\$2,500.00
Swim Lessons	500		\$50.00	\$25,000.00
Sub-Total				\$152,500.00
Marketing				
Video Boards				\$200,000.00
Misc. Sponsorships				\$50,000.00
				\$250,000.00
Total Revenues				\$1,593,525.00



Item 1.

OPERATOR UPDATE





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

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

The building and the project were named the Young Family Athletic Center ("YFAC") in July of 2021 (K-2122-27) after the Trae Young Family Foundation (TYFF) agreed to donate \$4,000,000 to the construction of the building. NRHS has committed a minimum of \$6.7 million through a Memorandum of Understanding in May of 2021 (K-2122-99) towards constructing a human sports and performance clinic inside the YFAC to be called "N-Motion."



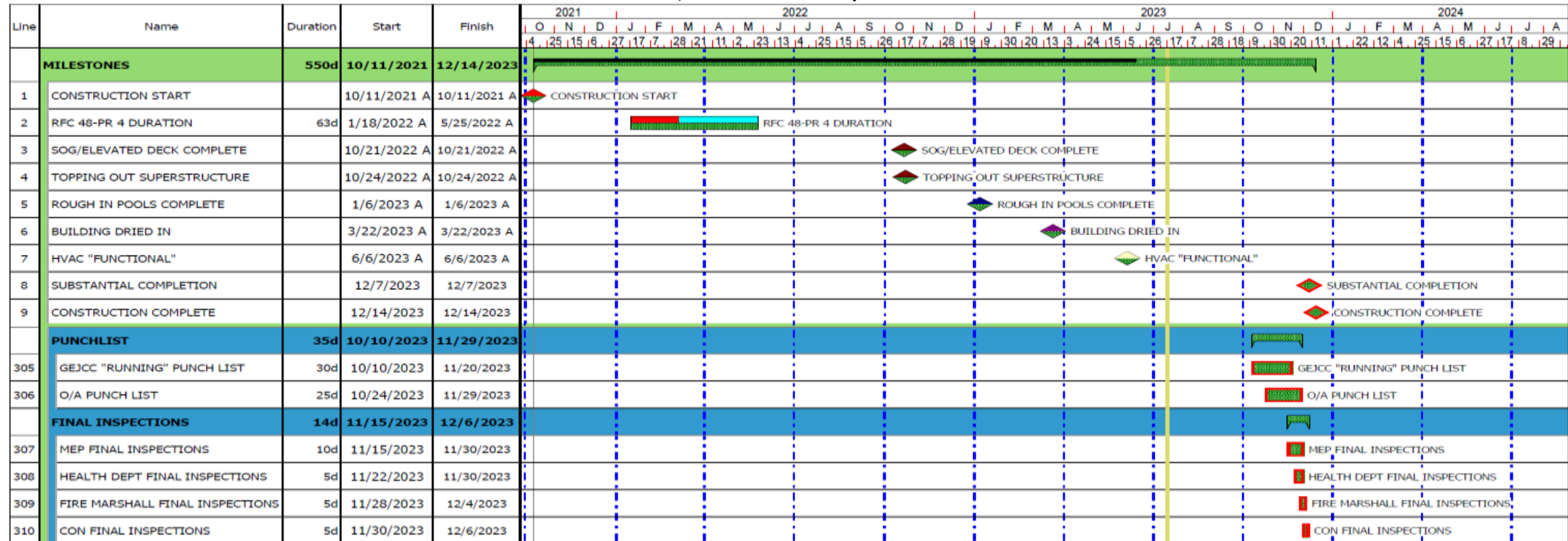
PROJECT BUDGET

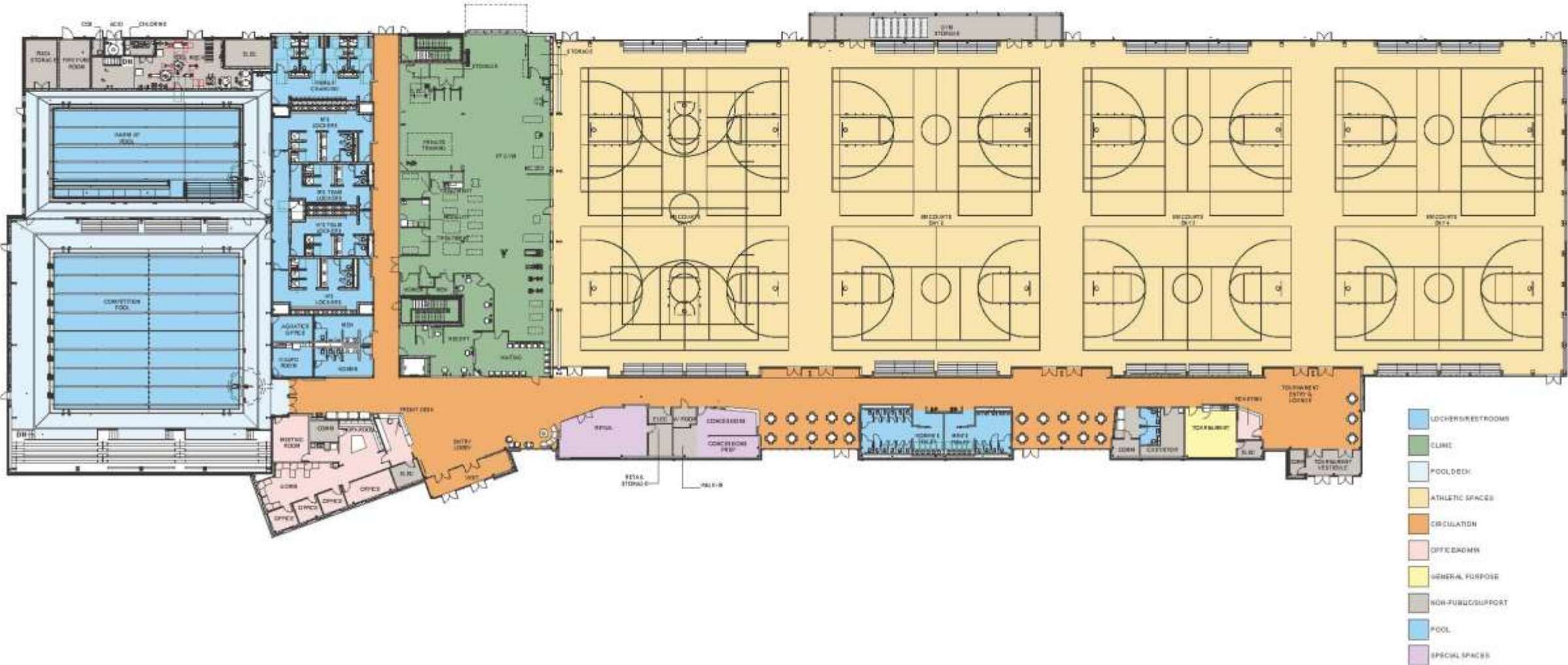
NORMAN FORWARD: (NF Roads, James Garner, Trails)	\$27,015,352
NMA Municipal Note: (Hotel/Motel Tax)	\$3,801,683
UNP TIF DEVELOPER CONTRUBUTION:	\$2,734,791
TRAE YOUNG FAMILY FOUNDATION:	\$4,000,000
NMOTION: (NRHS Construction, A&E, Pre Construction Fees)	\$6,966,000
	\$44,517,826

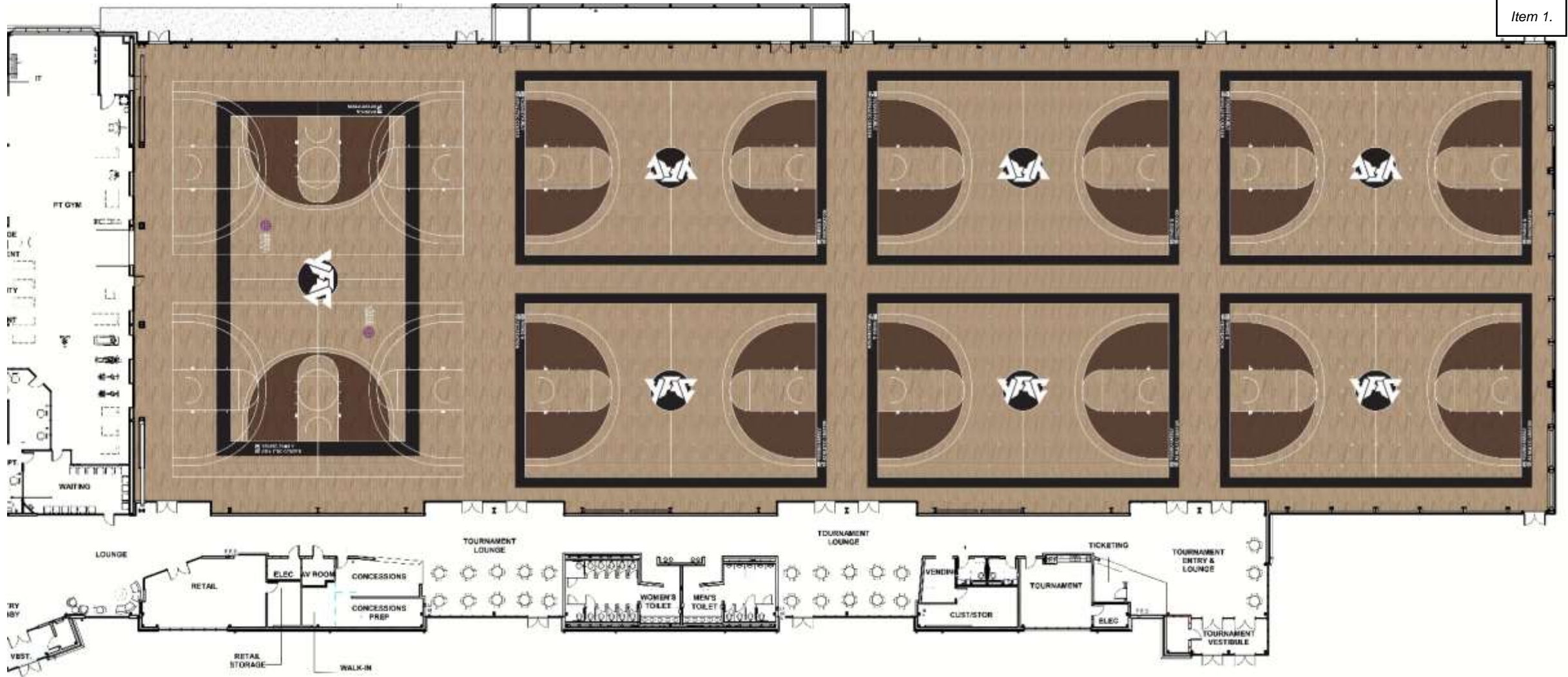




CONSTRUCTION SCHEDULE







LEFT
SPEAKER

RIGHT
SPEAKER

74' wide = 3X Widescreen Video Inputs
76'6" Wide beam to beam
allows 74' screen + left and right speakers



City of Norman
Young Family Athletic Center
Retail Space



NORMAN
REGIONAL
Health System





NORMAN
REGIONAL
Health System





NORMAN
REGIONAL
Health System





Item 1.



City of Norman
Young Family Athletic Center
Retail Space



NORMAN
REGIONAL
Health System





YFAC FACILITIES POLICY

AUTHORITIES OF PARKS DIRECTOR

- Setting Price Schedule & Fees*
- Annual Agreements with Operational Partners*
- Advertising & Marketing Fees & Agreements*

**Park Board reviews annual agreements and recommends price schedule/fee updates*

Community Partners

Community/operational partner will be defined at the YFAC as a School, Sports Club, or local non-profit that fits in the mission of the YFAC and will be allowed to enter into annual agreements with the Parks and Recreation Department. The Parks and Recreation Department will keep a Community/Operational Partners list. The partners will be recommended through the Norman Board of Park Commissioners and approved by the Director of Parks and Recreation.





FEE SCHEDULE

MEMBERSHIPS (Norman Residents, SR/VT/MIL/FR)

Individual \$300 year | \$30 month

Family \$960 year | \$100 month

MEMBERSHIPS (Non-Resident)

Individual \$360 year | \$35 month

Family \$1,200 year | \$120 month

DAY PASSES

Swimming Pass – NR \$5 | NN \$7 | SR/VT/MIL/FR \$5 | 12 & U \$3 | U3 FREE

Multi-Sports – NR \$5 | NN \$7 | SR/VT/MIL/FR \$5 | 12 & U \$3 | U3 FREE





FEE SCHEDULE

Private or Practice Rental

Basketball Court - \$35 Half Court | \$70 Full Court (*hourly*)

Volleyball Court - \$70 (*Hourly*)

Pickleball Court - \$45 (*Hourly*)

Conference Room - \$25 (*Hourly – 2 hour min*)

Pool Lane Rental - \$25 (*Hourly*)

Recreation Pool - \$150 (*Hourly – 2 hour min*)

Competition Rental - \$250 (*Hourly – 2 hour min*)



FEE SCHEDULE

Event Rentals

Basketball Court - \$65 - \$85 (*per court - 4 hour min*)

Volleyball Court - \$50 - \$75 (*per court - 4 hour min*)

Pickleball Court - \$30 - 45 (*per court - 4 hour min*)

Full Multi-Sports Area (non-athletic) \$500 - \$750 (*Hourly – 4 hour min*)

Full Pool Rental (both pools) - \$500-750 (*Hourly – 4 hour min*)



OPERATIONAL PARTNERS

Norman Public Schools *(School Partner)*

Norman Regional Health Systems *(Health Partner)*

Santa Fe Family Life Center *(Tournament Partner)*

Norman Optimist Club *(Local Youth League Partner)*

Trae Young Basketball *(Basketball Club Partner)*

Sooner Swim Club *(Swim Club Partner)*

TBD *(Volleyball Club Partner)*





BUDGET - STAFFING

FULL TIME POSITIONS (4)

\$313,424

Field Operations Supervisor (1), Program Coordinator (2), Administrative Tech (1)

PERMANENT PART-TIME (24)

\$465,554

Rec Tech (3), Rec Leaders (6), Lifeguard Tech (3), Lifeguard Leader (12)

SEASONAL PART-TIME (12)

\$62,400

\$938,347



M&O BUDGET

SALARIES & BENIFITS

\$938,347

SUPPLIES & MATERIALS

\$160,000

SERVICES & MAINTENANCE

\$461,120

INTERNAL SERVICES

\$8,500

\$1,567,967



REVENUE PROJECTIONS

MEMBERSHIPS

\$387,000

DAILY PASSES

\$104,025

RENTALS

\$650,000

CONCESSIONS

\$50,000

CLASSES

\$152,500

ADVERTISING

\$250,000

\$1,593,525





QUESTIONS ???

City of Norman Contract No. K-2324-46

**Agreement Between
CITY OF NORMAN, OKLAHOMA
and
RDG Planning & Design, Inc.
for Comprehensive Planning Services**

This Agreement, made and entered into this _____ day of July, 2023, by and between the City of Norman, a municipal corporation ("CITY"), Norman Utilities Authority, a Public Trust ("NUA," and CITY and NUA collectively referred to as "CLIENT") and RDG Planning & Design, Inc., a Iowa corporation having a primary place of business at 301 Grand Avenue, Des Moines, IA 50309 ("RDG").

RECITALS

WHEREAS CLIENT requires planning services in order to develop a Comprehensive Land Use Plan, Housing Market Analysis and Affordability Strategy, Comprehensive Transportation Plan Update, Stormwater Master Plan Update, Water Master Plan and Wastewater Master Plan to guide future development in the City of Norman (hereinafter referred to as "Project Services") and as more fully described in this Agreement and

WHEREAS, RDG, itself and through its subcontractors, has offered to provide the Project Services defined herein;

NOW, THEREFORE, the parties hereby agree as follows:

AGREEMENT

1. **Term of Agreement.** This Agreement shall cover services rendered beginning July 25, 2023.
2. **RDG's Services.** RDG, itself and through its subcontractors, agrees to provide services described in Attachment A, which is attached hereto and incorporated by reference into this Agreement.

2.1 RDG an Independent Contractor. The parties agree that RDG shall act and be an independent contractor and not an employee of the CLIENT, and shall obtain no rights to any employee benefits which accrue to CLIENT's employees. All services performed pursuant to this Agreement shall be performed by RDG as an independent contractor. RDG shall not have the power to bind or obligate the CLIENT except as set forth in this Agreement or as otherwise approved by the CLIENT in writing.

2.2 RDG Personnel and Subcontractors. RDG has been selected pursuant to a Request for Proposals process wherein RDG proposed its provision of the Project Services with a team that included Garver Engineering, LLC and Price Lang Public Relations (the "RFP Subcontractors"), as further provided in Attachment A. The RFP Subcontracts shall not be made a party to this Agreement, and take no rights hereunder; however the RFP Subcontractors' involvement in the project is a material term to this Agreement. RDG may not remove, replace or substitute any RFP Subcontractor with another subcontractor without the City's express and written consent. Any other or additional contractors, consultants or subcontractors from whom RDG may wish to receive services as part of its performance of the Project Services, other than an RFP Subcontractor, shall be selected by RDG in consultation with the CLIENT. Additionally, the team identified in RDG's response to Request for Proposals dated December 1, 2022 was a material factor in RDG's selection for this Project, and RDG will work in consultation with the CLIENT regarding any team member substitutions, additions or removals. RDG shall be solely responsible for the payment of wages, salaries, fringe benefits and other compensation of, or claimed by, RDG's personnel in the performance of the Project Services, including, without limitation, contributions to any employee benefit plans and all payroll taxes. RDG shall be further be solely responsible for the payment of compensation claimed by its subcontractors in the performance of Project Services.

2.3 Additional Services. If, during the progress or upon completion of the work outlined in the Scope of Services in this Agreement, it is desirable or necessary to the CLIENT, RDG may perform additional services other than those outlined in the Scope of Services, an hourly schedule and reimbursable expense schedule may apply, or a fee may be negotiated at a later time. Additional Services shall not be performed by RDG, or any of its personnel or subcontractors, except upon written direction of the CLIENT. Additional Services other than those currently identified in Attachments A and/or C may be added to this agreement by amendments(s) at such time the City is prepared to proceed with each Additional Service.

City of Norman Contract No. K-2324-46

2.4 Professional Responsibility. RDG shall endeavor at all times to deliver the Project Services in a professional, effective, and timely manner pursuant to this Agreement and at all times provide the level of skill, care, and diligence in the performance of the Project Services hereunder in accordance with those customarily accepted in the respective profession(s). If RDG or its various contractors or subcontractors, including the RFP Subcontractors, fail to meet the foregoing standard, RDG will perform at its own cost, and without reimbursement from the CLIENT, the professional services necessary to correct errors and omissions that are caused by this failure.

2.5 Compliance with Laws. RDG shall comply with all known federal, state, and local laws, ordinances, and regulations applicable to the Project Services. RDG shall secure all licenses, permits, etc. from public and private sources necessary for the fulfillment of its obligations under this Agreement. To the extent a change in applicable law materially alters the services provided by RDG hereunder, RDG shall submit a proposal for Additional Services allowing RDG's compliance with said change in law.

2.6 Schedule. RDG's services shall be performed as expeditiously as is consistent with its professional skill and the Standard of Care stated herein, and according to the Schedule set forth in Attachment B.

2.7 Safety. In the performance of the Project Services, RDG shall comply with the applicable provisions of the Federal Occupational Safety and Health Act, as well as any pertinent federal, state and/or local safety or environmental codes that are in effect at the time of this agreement.

3. **Compensation.** Excepting any Additional Services provided as set forth in Paragraph 2.3 or Reimbursables, RDG's compensation for Project Services shall be in an amount not to exceed \$2,296,750 as outlined in Attachment C, attached hereto and incorporated by reference into this Agreement. Including Additional Services and Reimbursables identified in Attachment C, the total contract amount shall not exceed \$2,394,627.

3.1 Reimbursable Expenses. All travel, printing/duplication, and additional meeting costs will be billed to the CLIENT at cost not to exceed those amounts set forth in Exhibit C.

3.2 Deliverables. The Consultant will provide:

- Digital copies of committee presentations and draft plan chapters

- Final plan report as an InDesign packaged document
- One hard copy of the final plan

3.3 Payment Terms. Payment for services shall be made per monthly invoices for services performed within 30 days of receipt of invoice. The CLIENT shall have the right to withhold payment to RDG for any work not substantially completed as outlined in the scope until such time as RDG completes such work. The NUA shall be billed directly for services rendered by RDG relating to the Wastewater Plan and Water Hydraulic Modeling, according to the terms of this Agreement. All other services will be billed to the CITY according to the terms of this Agreement. For Additional Services not already set by this Agreement, and for any extra public meeting attendance, payment by CLIENT shall be based on hourly rates included in Attachment C.

4. CLIENT Responsibilities.

4.1 Access to Work. The CLIENT shall make best efforts to arrange access to and make provisions for RDG and its personnel, contractors or sub-contractors to enter upon public and private lands as required to perform such work as inventories, field surveys, and inspections in the development of the Project.

4.2 Records, Files, and Previous Planning Efforts. CLIENT agrees to provide RDG with all information, surveys, reports, CAD files, and professional recommendations and any other related items reasonably requested by RDG in order to provide its professional services to the extent CLIENT is legally permitted to do so. RDG may rely on the accuracy and completeness of these items, and additional or duplicative work necessitated by a failure of CLIENT under this provision may be billed by RDG as Additional Services, to the extent the additional or duplicative work is necessary, reasonable and results solely from the CLIENT's failure under this provision. CLIENT agrees to provide such items and to render decisions in a timely manner so as not to unduly delay the orderly and sequential progress of RDG's services.

4.3 Mapping. The CLIENT will provide all land use data in a GIS format. The collection of this necessary data through a land use inventory conducted by RDG will constitute additional services beyond the scope of work identified in Attachment A. The CLIENT will assist RDG in obtaining all available electronic maps in a form reasonably usable by RDG, including recent plats and other changes since the completion of the community comprehensive plans.

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4.4 Consideration of RDG's Work. The CLIENT shall give thorough consideration to all reports, drawings, and other documents presented for review by RDG and shall inform RDG of all decisions in a reasonably timely manner avoid undue delays.

4.5 Ad Hoc Committee. The CLIENT shall appoint a/all committee(s) to carry out the citizen participation program of the planning processes outlined in Attachment A.

4.6 Meetings. The CLIENT shall provide logistical support for all meetings, including arranging for meeting places and required public notifications. The CLIENT shall be responsible for any costs associated with required public meetings, public notices, and other meetings associated with the Project, excluding any items included within the scope outlined in Attachment A. RDG agrees to attend public meetings in Norman, OK as identified in Attachment A.

4.7 CLIENT's Representative. The CLIENT's representative, the Director of Planning and Community Development, her designee, or such other person as designated by the CLIENT, shall be responsible for communications regarding the CLIENT's portion of the Project management.

- 5. Insurance Requirements.** During the term of this Agreement, RDG shall maintain, and where work is subcontracted or sublet, RDG shall ensure its subcontractors (including the RFP Subcontractors) maintain, at a minimum, the following insurances:

5.1 General Liability. RDG shall maintain commercial general liability insurance in the amount of \$1,000,000 per occurrence/\$2,000,000 annual aggregate, which provides coverage for claims for claims arising from personal injury, bodily injury and property damage.

5.2 Automobile Liability. RDG shall maintain automobile liability coverage for non-owned and hired autos, in the amount of \$1,000,000.00 per occurrence which protects RDG from claims for bodily injury and property damage.

5.3 Workers' Compensation Insurance. RDG shall obtain and maintain Workers' Compensation Insurance as required by all applicable State statutes, for all of

their respective employees, and in case any work is sublet, RDG shall require any subcontractors to provide Workers' in compliance with Oklahoma law.

5.4 Professional Liability. RDG shall maintain insurance protecting it from damages arising from its professional acts, errors and omissions in the amount of \$1,000,000 per claim and \$2,000,000 in the aggregate.

5.5 Additional Terms. The CLIENT shall be listed as an additional insured as respects the General Liability and Automobile Liability policies required here. RDG hereby indemnifies the CLIENT for any damage resulting to it from failure of either RDG or any of its contractors or subcontractors to obtain and maintain such insurance according to the terms of this agreement. Prior to commencing services, and on an annual basis thereafter, RDG shall, if requested, provide CLIENT with certificates of insurance establishing and attesting to the existence of the insurance coverage required by this Agreement. Such certificates shall provide that no coverage shall be cancelled without 10 days written notice to CLIENT. In the event RDG does not obtain or maintain the coverage required by this Agreement, CLIENT may, at its option, immediately terminate this Agreement.

- 6. Termination.** Either party may terminate this Agreement at any time, with or without cause, by giving ten (10) calendar days' notice to the other party in writing. In the event of termination, all finished or unfinished reports, or other material prepared by RDG pursuant to this Agreement, shall be provided to the CLIENT. Upon termination the CLIENT shall pay RDG for all undisputed services rendered and costs incurred up through the termination date for any substantially complete work on the project prior to the date of termination.
- 7. Indemnification.** To the extent allowed by law, including the Constitution of the State of Oklahoma, CLIENT and RDG agree to indemnify, and hold each other harmless from and against any and all claims, liabilities, suits, demands, losses, costs and expenses, including, but not limited to reasonable attorneys' fees and all legal expenses and fees incurred through appeal, and all interest thereon, resulting to any and all persons, firms or any other legal entities on account of any damages or losses to property or persons, including injuries or death, arising out of the Project and/or this Agreement, to the extent such damages or losses are found by a court or forum of competent jurisdiction to be caused by that party's negligent errors or omissions arising during performance of this Agreement.

- 8. Ownership of Work Product.** Upon receipt of valid payment, all documents and materials prepared pursuant to this Agreement are the property of the CLIENT, although the RDG may retain physical possession of them for the convenience of the CLIENT. CLIENT shall have the unrestricted authority publish, disclose, distribute, and otherwise use, in whole or in part, any reports, data, or other materials prepared under this agreement. Unless, otherwise specified in writing by the CLIENT, RDG may presume that any document delivered to the CLIENT is a public document. To the extent allowed under applicable law, CLIENT shall indemnify and hold harmless RDG and its subconsultants against all claims, losses, damages, injuries, and expenses, including reasonable attorneys' fees arising out of change to, or re-use of deliverables by an authorized third party consultant of the CLIENT for any other project.
- 9. Disputes and Mediation.** In the event of a dispute between the CLIENT, or either of them, and RDG arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises in an effort to resolve the dispute by direct negotiation or mediation. During the pending of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder. CLIENT and RDG agree that any Party initiating a claim relating to the services provided by this agreement shall be entitled, but not obligated in all cases, to demand mediation of the claim before pursuing any other types of relief or litigation. The mediation shall be conducted by a third party mediator acceptable to the parties located in the Norman or Oklahoma City areas. The aggrieved party shall make a demand for mediation within a reasonable time after a claim or dispute arises, and the parties agree to mediate in good faith. In no event shall any demand for mediation be made after such claim or dispute would be barred by applicable law. Excepting particular or unusual circumstances or other agreements between the parties, mediation fees shall generally be shared equally.
- 10. Notices.** All notices here under shall be given in writing and mailed postage prepaid, addressed as follows:
- A. To CLIENT:**
- (All Notices sent to ALL listed persons)**
- Jane Hudson
 Director of Planning and Community Development
 Development Center
 225 N. Webster Ave
 Norman, OK 73069
- Shawn O'Leary
 Public Works Director

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Development Center
225 N. Webster Ave
Norman, OK 73069

Chris Mattingly
Director of Utilities
Development Center
225 N. Webster Ave.
Norman, OK 73069

Kathryn Walker
City Attorney
201 W. Gray
Norman, OK 73069

B. To RDG:

RDG Planning & Design, Inc.
Attn: Amy Haase
1302 Howard St.
Omaha, NE 68102
ahaase@rdgusa.com

Nothing contained in this section shall be construed to restrict the transmission of routine communications between representatives of the CLIENT and RDG.

11. **Waiver.** A waiver by any party of any breach of this Agreement by any other party shall only be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach or the same kind of breach on another occasion.
12. **Force Majeure.** No Party will be liable for inadequate performance to the extent caused by a condition (for example, natural disaster, act of terrorism, riot, labor condition) that was beyond the Party's reasonable control.
13. **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 invalid, illegal or unenforceable provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be invalid,

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illegal or unenforceable. The parties further agree to amend this Agreement to replace any stricken provision with a valid, legal and enforceable provision that comes as close as possible to the intent of the stricken provision. The provisions of this Section shall not prevent this entire Agreement from being invalidated should a provision which is of the essence of this Agreement be determined to be invalid, illegal or unenforceable.

14. **Assignments.** No Party shall assign any rights or duties under this Agreement without the prior written consent of the other Party, which consent may be granted or withheld in such other party's absolute discretion. Nothing contained in this Section shall prevent RDG from engaging independent consultants, associates, and subcontractors to assist in performance of the Project Services. Each Party binds itself and its successors and assigns to all provisions of this Agreement.
15. **No Third Party Rights.** The provisions of this Agreement shall not be deemed to create any third party benefit hereunder for any member of the public or to authorize any one, not a party hereto, to maintain suit pursuant to the terms of this Agreement.
16. **Changes to this Agreement.** Except as provided herein, this Agreement may be modified only by a written agreement executed by CLIENT and RDG.
17. **Governing Law, Situs and Forum.** The parties agree that the situs of the Project subject to this Agreement is Norman, Cleveland County, State of Oklahoma. This Agreement shall be construed, interpreted and applied in accordance with the laws of the State of Oklahoma and any action shall be properly brought in the Oklahoma District Court in and for Cleveland County or the United States District Court for the Western District of Oklahoma.
18. **Entire Agreement.** This Agreement, and its Attachments A, B and C incorporated by this reference, represents the entire and integrated agreement between CLIENT and RDG and supersedes all prior negotiations, statements or agreements, either written or oral. There are no conditions, agreements or representations between the parties except as expressed herein. Nothing in this Agreement shall be construed as creating a contractual relationship for the benefit of any third party.
19. **Equal Employment Opportunity.** RDG affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, gender identity and expression, marital status or familial status, including marriage to a person of

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the same sex, citizen status, national origin or ancestry, place of birth, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status, including receipt of public assistance.

20. **Authority.** Each Party represents to the other Party that it has the power and authority to enter into this Agreement and that the person(s) executing it on its behalf has the power to do so and to bind it to the terms of this Agreement. RDG represents that it has taken all action necessary or appropriate to authorize it to execute, deliver and perform this Agreement and to cause it to be binding upon RDG.

21. **Covenant Against Contingent Fees.** RDG warrants that RDG has not employed or retained any company or person, other than a bona fide employee working for RDG, to solicit or secure this Agreement, and that RDG has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gifts, or any other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, the CLIENT shall have the right to annul this Agreement without liability or, at its discretion, to deduct from the contract price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.


22. **Public and Media Relations.** RDG shall be permitted to identify CLIENT as a customer, to use CLIENT's name in connection with proposals to prospective customers, to reference CLIENT on the RDG website and to otherwise refer to CLIENT in print or electronic form for marketing, publicity or reference purposes. However, RDG shall not publish CLIENT's confidential or proprietary information, including where the CLIENT has previously advised RDG in writing of the specific information considered by CLIENT to be confidential or proprietary. RDG shall coordinate all publicity efforts relating to the work covered in this Agreement with CLIENT and shall include in all such communications the City's Chief Communications Officer, as available. Each party agrees to assist the other party in seeking to promote the work completed under this Agreement and to mention the other party in press and promotional materials. CLIENT agrees to credit and reference RDG in all material (print or electronic) relating to the work covered in this Agreement and to seek prior written approval for content that makes reference to RDG beyond simple mention.

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IN WITNESS WHEREOF, RDG and the CLIENT have executed this Agreement as of the Effective Date.

RDG Planning & Design, Inc. (RDG):

By: 
Amy Haase, Board Chair

Dated: 07/20/2023

ATTEST: 
Scott Crawford, Board Secretary

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CLIENT:**City of Norman (CITY):****Norman Utilities Authority (NUA):**

By: _____

Larry Heikkila, Mayor

By: _____

Larry Heikkila, Board Chair

Dated: _____

Dated: _____

ATTEST: _____

Brenda Hall, City Clerk

ATTEST: _____

Brenda Hall, Board SecretaryApproved as to legality and form this 20Approved as to legality and form this 20day of July, 2023.day of July, 2023.Elisabeth Muchala**City Attorney's Office**Elisabeth Muchala**General Counsel's Office**

ATTACHMENT A: SCOPE OF SERVICES

PUBLIC ENGAGEMENT PLAN

RDG+Price Lang will develop a Public Engagement Plan with City Staff at the start of the process. Our team will develop an engagement plan that includes both on-site and online opportunities, using hybrid approaches as necessary. Our goal will be to hear from the widest audience possible. To do this, all events and activities should be accessible to the widest audiences possible. To achieve this, our team will work with the City Staff to:

- Identify meeting locations that are accessible by public transit and fully handicap accessible
- Offer sign language services and other interpretive services as needed and directed by City Staff
- Review documents and maps illustrating data to ensure they are color-blind friendly
- Ensure that online engagement materials are e-reader friendly

Aspects of the public engagement plan will include:

Management. The day-to-day work of the plan will be completed in close partnership with the city with the understanding that staff has limited capacity. Weekly meetings (held by video conference) with the City's Comprehensive Plan Management Team will focus on coordination to plan upcoming events, ensure data collection, review meeting output, and develop content.

Steering Committee. The Steering Committee should bring broad representation to the planning process and include representation from the City Council, the Planning Commission and individuals representing each of the other planning processes (Transportation, Stormwater, Wastewater, Water, & Sanitation). We would encourage this group to be comprised of 10 to 15 focused and dedicated individuals with four sub-committees:

1. Water and Sanitation/Wastewater
2. Transportation
3. Stormwater
4. Housing

The sub-committees will allow for the Steering Committee to be expanded but closely tied together with a member of the Steering Committee serving the chair of the sub-committees. Sub-Committee members will be selected by the Steering Committee and City Staff. The Steering Committee will meet up to 12 times and each sub-committee will meet three to four times. The meeting schedule is set at the beginning of the process to establish involvement expectations and allow members to plan schedules accordingly.

An Awareness Campaign. Building awareness and understanding of the process will be the first step in engaging residents. We will craft the overall message and awareness of the planning process in partnership with the City Staff. This begins with development of a brand or theme that will be carried through every plan and all platforms.

- *Community Engagement Platform.* In addition to leveraging the city's website, our team will manage a Social PinPoint site where residents can offer feedback and follow the process.
- *Social Media.* The project team will work with City Staff to schedule and coordinate announcements for social media platforms. This will include regularly scheduled content for the City Manager's Newsletter.
- *Print Material.* In addition to online platforms will be traditional print media and promotional materials. This includes fliers, posters, and content for newsletters. Using an established project brand, our team will design, develop, and produce these materials.
- *Media.* Working with the City, the RDG+Price Lang+Garver team will also help provide content for local newspapers, TV interviews or other more traditional methods of informing people about the project. The team will work with the City to prepare press releases for events (see below) as appropriate.

The Public Engagement Elements. Our public engagement process is an interactive process that builds on each event to expand understanding, set goals, establish a vision, and create momentum for implementation. The Public Engagement Plan will identify an event schedule with an adjustable platform or format based on what is learned at each event to best reach the broadest audience.

The following are the minimum events to be included in the Community Engagement Plan.

- *Joint City Council/Planning Commission Kick-off.* At the beginning of the process a joint meeting will be held with the City Council and Planning Commission. The purpose of this meeting is to inform them on what to expect throughout the process and to gather their input on priorities and aspirations of the final plans.
- *Survey + Interactive Mapping.* The planning process begins with developing an online survey or report card. It will explore the issues and opportunities most important to residents in further detail and will be the first engagement with the plan. This may be supplemented by shorter surveys focused on each planning initiative.
- *Listening Sessions.* Our team will conduct a multi-day program of up to 12 small group listening sessions to learn more about the community and further explore opportunities and challenges. Traditionally, these sessions are limited to 10 people each. Some sessions will be offered as Zoom (video conferencing) meetings. Participants will be identified by City leadership and the Steering Committee.
- *Pop-Up Events.* During the development of the Public Engagement Plan, a specified number of pop-up events will be identified with flexibility to adjust these throughout the planning process. These may include appearance at traditional community festivals and events and may also include other less structured events. These events can be held throughout the planning process – in the beginning to learn what residents value and at the end to garner feedback on plan recommendations. Our team will assist with up to 10 pop-up events, including more spontaneous opportunities like idea walls.
- *Speakers Bureau.* Content will be provided for Steering Committee members, staff, or RDG team members to share information at different civic organizations. This may include a series of opinion articles that can be submitted by Steering Committee members related to the planning process and/or the plans themselves.
- *Committee Visioning Studio.* Our team will work with the Steering Committee to identify the goals and priorities for the Comprehensive Plan and the other six technical plans through visioning workshops.
- *Steering Committee Land Use Studio.* The first studio/charrette will be conducted with the Steering Committee. During this event, we guide the Committee to develop scenarios for the city's future growth and transportation alternatives.
- *Neighborhood Land Use Workshops.* Our team will advance the ideas heard and developed in the Committee studio to present development and redevelopment alternatives to the public. We propose doing this through a series of up to six neighborhood level workshops. These neighborhood level workshops offer a chance for the public to further refine the concepts.
- *Plan Elements Polling.* Following the workshops, the plan elements will be developed and presented to City Staff and the Committee over a series of meetings. Following review, specific policies and action items may be identified and presented to the public online for feedback.
- *Implementation Workshop.* We will host a workshop with the Committee to review the land use plan, key concepts, and recommendations before the formal approval process begins. The workshop will have an educational and input component. This workshop can be expanded to include Planning Commission and Council members, or a separate joint-meeting held with just these two groups.
- *Open Houses.* The final open house should be an event that allows people to learn more about the plans, have time with their neighbors, and celebrate the next steps. This means a part of the open house will relate to implementation. Materials can also be assembled and displayed in strategic locations where residents can review material and visit the website using a QR code to provide their feedback.

- *City Council & Planning Commission Briefings and Approval.* Within the planning process, up to three (3) updates can be provided to the Council members by the RDG+Garver team. A presentation of the final plan to the Planning Commission and City Council will also be done by the RDG+Garver team.

Deliverables:

- Public Engagement/Communications Plan
- Materials produced for any public events
- Meeting memos and summaries

LAND USE PLAN

The Comprehensive Plan approach will answer three key questions:

- Where are we now?
- Where do we want to go?
- How do we get there?

TASK 1 - NORMAN TODAY – WHERE ARE WE NOW?

This component of the plan identifies existing facts and trends and will rely heavily upon the data collected in the other plans.

Background Document Review. We will review current planning documents, including the current Comprehensive Plan, Neighborhood Plans, Norman Center City Vision, Porter Avenue Corridor Plan, ACOG's Encompass 2045 and any other relevant plans identified by City Staff.

Economic & Development Trends. Data will be gathered, assembled, and shared in easily communicated ways, including infographics and maps that identify regional, city-wide, and neighborhood trends and opportunities. 2020 Census data will be used along with other sources we access such as BLS, ESRI, and MLS. We will use locally sourced data working closely with University officials and regional sources like ACOG to develop an accurate picture of Norman today.

Hazard Mitigation & Environmental Constraints. The RDG+Garver team will collect the data necessary to inform any environmental constraints and hazards. This material will be mapped and may include:

- Topography/Slopes
- Wetlands Inventory
- Drainage System and Structures
- Flooding Boundaries and Flood Problem Areas

Land Use Inventory & Urban Design. Our team will supplement city and county provided land use data with on-site verification through driving, biking, and walking tours. This data will be collected to assess land use patterns and opportunities.

Transportation, Public Facilities, & Infrastructure. The RDG+Garver team will begin collecting data regarding the current state of the transportation and infrastructure systems through each of these planning processes. Like the comprehensive plans this will include review of existing studies and assessments of systems that have been completed. We understand that the public is more likely to interact with the Comprehensive Plan than many of the infrastructure studies, therefore, data presented from these studies will be less detailed and done in a way that is easy to understand and ties together all the planning processes, where all community ideas and input is given consideration.

Housing & Neighborhoods. The Housing Market Analysis and Affordability Strategy will include extensive data and an understanding for both the local market and metro trends. In addition to the data collected in the Housing Strategy, our team will:

- Assess neighborhood conditions, including a general review of neighborhood conditions based on perceptions of housing conditions, site maintenance issues, streets, sidewalks, infrastructure, physical design, and appearance.
- Determine needs to achieve overall housing objectives and needs by type and cost.

Deliverables:

- Norman Today draft report
- Updated or newly created GIS shapefiles related to land use inventory

TASK 2 - NORMAN TOMORROW – WHERE DO WE WANT TO GO?

Vision & Future Land Use

The Land Use Concept process uses the data collected in the Norman Today tasks to determine land use potential and repositioning by type of residential, commercial, industrial, and public land and transportation improvements and alternatives. Combined with the input of residents regarding community issues and quality of life, a unified Land Use Concept for the city is developed through the Steering Committee and Neighborhood workshop process outlined in the Public Engagement Elements.

Goals and Development Principles. Based on community engagement and understanding where we are today, a set of development principles and goals for each plan element will be established. These goals and principles will be reviewed and confirmed by City Staff and the Steering Committee.

City Development Framework. We will involve both the Steering Committee and the public in a highly participatory process to prepare and refine the Development Concept to guide the future development of Norman. This process includes two planning workshops:

- *Steering Committee Workshop.* This hands-on, physical-planning workshop will engage the Steering Committee in planning the physical future of Norman. Using a variety of maps and graphic resources, we will guide the participants in developing diagrammatic concepts for the city's future growth and form, and we can define areas of agreement and difference.
- *Neighborhood Workshops.* We will continue to evolve and develop the ideas generated in the Steering Committee Workshop. A series of neighborhood level workshops will focus on features such as the locations and types of historic districts, environmental features, commercial and mixed-use centers, potential residential areas, industrial development, and physical systems such as transportation, parks and greenways. Our team will knit together the neighborhood workshops to develop policy areas and a future land use map that will be presented and vetted by City Staff and the Steering Committee.

Policy Areas. This analysis examines planning and land use issues within the established city and development areas. These policy areas will offer a big-picture perspective with the goal of balancing neighborhoods and providing quality living environments across the city.

Future Land Use Map. The future land use plan will indicate the city-wide plan and identify any specific area plans necessary for the deployment of residential, commercial, additional industrial/employment and mixed-use space. The map will be accompanied by a Decision-Making Framework that will lay out a description of every land use and the associated policies and context for that land use.

Deliverables:

- Draft development framework
- Draft policy plan
- Draft future land use map

TASK 3- NORMAN TOMORROW – HOW DO WE GET THERE?

Plan Elements

The goals and principles define the program and design of the city; the specific plan elements are the systems that help the design come to life. Creating a cohesive strategy across the city and departments, this portion of the plan will tie together the land use strategy with the other plan studies:

- Comprehensive Transportation Plan
- Housing Market Analysis and Affordability Strategy
- Stormwater Master Plan
- Water and Wastewater Elements: High level identification of major investments needed to support growth.

In addition to the studies, the Plan Elements section will include policies and actions related to:

- *Parks, Trails, Natural Areas & Greenways.* We will incorporate existing parks and recreation studies and identify any gaps in the system as related to future development areas and corridors that can connect destinations around the city.
- *Community Character & Design.* The urban design element is closely related to the other elements. The policies and actions recommended related to urban design will be driven by public input and should speak to the residents' desires.

Implementation

This section addresses issues necessary to achieve the plan. As part of the City Council and Planning Commission updates outlined in the Public Engagement section, an Implementation Workshop may be conducted. The purpose of this workshop is to review the plan and introduce how the plan can be used as a tool in their everyday decision-making process.

Implementation Table. The Norman Plan will include an implementation plan presenting the recommendations, sequencing, leaders, partners, and potential funding sources for capital items. This section will incorporate the items directly impacting the city's development that are identified in the other five studies. This should include significant extensions or upgrades to systems.

Regulatory Review. We will review current policies and ordinances for consistency, noting any conflicts that could be reconciled and refining definitions to better address current city needs. This review will be done by RDG team members who have worked both as implementors and authors of zoning codes. Findings and recommendations will be assembled as a memorandum that will be provided to City Staff.

Deliverables:

- Draft plan elements sections
- Associated maps for each plan element
- GIS shapefiles related to the final Future Land Use Plan and Plan Elements
- Final Land Use Plan report for approval by Planning Commission and City Council
- Final Land Use Plan in a poster format

HOUSING

The goal of this planning process should be to understand the housing needs for every part of Norman to provide a path forward. To achieve this, the planning process focuses on three key components:

- Discovery – studying, listening, and learning
- Defining gaps and establishing strategic goals
- Establishing strategies and actions to move forward

TASK 1 - DISCOVERY

The Discovery process includes both quantitative and qualitative analysis. Data that is collected will be tested and confirmed against community input to identify the biggest challenges and opportunities facing the community.

Citizen Participation/Stakeholder Outreach

The public engagement process for the Housing Strategy will be closely integrated with the broader engagement strategy outlined in the Public Engagement Approach. There are three essential components from the broader community engagement related to the Housing strategy that include:

Listening Sessions. As part of the listening sessions outlined in the Public Engagement Plan, we will look to collect local data on the housing market from those who know and understand it best. This will include up to 10 individuals from:

- Builders and developers
- Real estate agents and the lending community
- Public sector – city and community representatives

But we will also want to understand the impact housing is having on:

- Economic development agencies
- Social Service agencies and the populations they represent
- Major employers
- Neighborhood representatives
- College students
- Young professionals
- Senior citizens

Market Surveys. A community-wide survey is proposed in the Public Engagement Plan that will inform the Housing Strategy. To avoid a survey that is overly long and to avoid “survey fatigue” we would recommend a very short survey (less than five questions) that would quickly gather additional data on the types of housing desired and market gaps that exist.

We have also developed other housing survey tools that may be beneficial to the process. These include:

- **Workforce Housing Survey.** This survey focuses on employees’ desired living location, what they pay for housing, their current income to assess what they can afford, and if they are over 55, the type of housing they would like in retirement.
- **Landlord Survey.** This survey focuses on understanding of the rental market, specifically, occupancy and rental rates. For these surveys, questions include the number of units, rental rates, vacancy rates, types of support services provided for senior-oriented facilities and general comments on the market.

Population & Market Analysis

We will begin with a review of previously completed studies, as well as existing state and local ordinances and policies. This work will be done in conjunction with the Comprehensive Plan and will provide a foundation for

current and future needs that will be used in both studies. For additional examination of the market, we will use a variety of data sources, including:

- American Community Survey and 2020 Census data
- ERSI Community Analyst
- Local building permit data provided by the cities
- County Assessor and Community Development data
- MLS reports for the past three to five years

We understand that many cities with large student populations are questioning the accuracy of the 2020 Census data, therefore the use of locally sourced data will be especially important in understanding the market today and into the future.

Community Atlas

Understanding where development has been occurring, what that development looks like, and how that matches the demographic and economics of the city will help to define specific policies and strategies at a community and neighborhood level. If detailed data is available for existing housing types, we will map units by type and size to gain a better understanding of the current supply and illustrate where product types, like medium-density units, are occurring already. The objective of this section is to assemble and analyze basic data related to population trends, product types, and the economic health of the city and neighborhoods. Components of this data that can be illustrated in an atlas format or as informative graphics may include:

- Population change
- Migration patterns, including migration and population change by age cohort
- Age composition
- Income distribution
- Employment characteristics
- Social statistics and family composition
- Property values, including relationships between land and improvement value
- Housing characteristics including occupancy, unit density, values, affordability, and condition
- Transit routes and job centers

Deliverables:

- Summary of Listening Session themes
- Draft population and market assessment report
- Draft community atlas

TASK 2 - DEFINING GAPS

Market Assessment

Following the review of demographic and housing data and discussions with stakeholders, we will determine gaps in data that need to be collected or clarified. Traditionally, we use locally provided data, national data sources and our projection modeling to complete housing and economic inventories and forecasts. Variables we use and develop include:

- Population and development forecasts based on demographic trends and development activity
- Development history and construction activity by price and type
- Housing cost trends using the Multiple Listing Service information, sales information, and assessment trends

- Affordability analysis based on the set standard that housing costs should account for only 30% of any household's income
- Projected housing demand for all types of housing with a specific emphasis on cost ranges for the city and region's workforce
- Review of existing housing incentive programs for affordable housing
- Overall number of units needed by 2035
 - o Housing demand by occupancy type
 - o Housing demand by price point, pinpointing housing needs at present and projected
- Land demand by density classification and potentially by site analysis
- Special population demands, including senior housing demand by price and occupancy
- Employment composition and change within the market area, identifying factors that could influence demand generated by predictable population change
- Review of the existing organizational structures in the region, counties, and cities relative to provisions for housing services
- Review of the regulatory environment related to housing construction, including zoning and subdivision regulations

Opportunity Mapping

Building on this data, our team will complete an on-site field review of housing. This will include the identification of distressed areas, opportunity sites, and new development areas. Ultimately, the purpose of this review is to identify potential development and redevelopment areas across the city and opportunities for policies and regulations that will support the development of a more balanced housing market. This will include context-sensitive infill and redevelopment areas and new development areas with existing or easily provided services. Findings will be combined with citizen feedback to create an Opportunities Map.

Establishing Strategic Goals

Based on community input, market analysis, and physical assessment of the city, themes and goals will be established. These themes will be organized around opportunities, gaps, and issues.

- *Opportunities.* Identify the opportunities that influence the market, the ability to attract and retain households and support new housing growth.
- *Issues or Gaps.* This section will identify certain gaps or issues at play in the market today that make the delivery of necessary housing products more difficult and begin to lay the groundwork for addressing those issues.

Strategic Housing Goals. Based on the identified opportunities and gaps, strategic housing goals will be established that will be addressed through the programs, policies, and partnerships identified in the final phase of the process. These goals should be clearly stated and measurable but also tie to the Comprehensive Plan Goals and Principals.

Deliverables:

- Draft market analysis/projections
- Draft opportunity map
- Draft issues/opportunities report
- Housing goals

TASK 3 - HOUSING STRATEGIES

The life of the plan exists within the strategies, approaches, and recommendations for fulfilling identified housing needs. Strategies may include or address:

- Gaps in the market
- Organizational and housing delivery systems
- Program approaches
- Strategies for attainable/workforce housing
- Rehabilitation and neighborhood development
- Regulatory approaches and strategies
- Supporting services and other issues

The final report will outline strategies and policies with an implementation strategy that identifies:

- Timeline for implementation
- Responsible parties
- Key partners
- Funding sources

Deliverables:

- Draft strategies report
- Final Housing Study report for approval by Planning Commission and City Council

STORMWATER MASTER PLAN

Generally, the scope of services includes updating the City of Norman Stormwater Master Plan (SWMP), building upon previous studies such as the 2009 Stormwater Master Plan (completed by others). This SWMP Update is intended to support the overall community vision and potential development scenarios that are identified through the future land use planning component of the Norman 2045 Comprehensive Plan.

The existing stormwater flows in Norman are generally contained within two basins: the Lake Thunderbird watershed and the Canadian River watershed. Water quality is of particular concern for the City in the Lake Thunderbird watershed City due to its use as a drinking water reservoir and the total maximum daily load (TMDL) requirements issued by ODEQ in 2013. The Canadian River subbasins in Norman are generally fully developed with semi-urban infrastructure with a notable exception in the Ten Mile Flat area. This scope of services will be focused on updating SWMP documents to incorporate changes in technology and data availability since the previous plan was approved and changes in land-use planning as part of the Norman 2045 Comprehensive Plan.

TASK 1 - PROJECT MANAGEMENT

As part of the Project Management task, Garver will document important decisions discussed in meetings, conferences, coordination, conversations, etc. and send documentation to RDG and the City. Garver will also perform the following services as outlined in subsequent sections as part of this task.

Project Coordination

To maintain consistent communications and keep the Owner well-informed on project progress, Garver will provide the following project management services over the project duration:

- Monthly project progress and schedule updates
- Prepare progress payment updates for inclusion with the entire Master Plan payment
- Develop a Project Management Plan, which will include:
 - o Project Schedule coordinated with the overall Master Plan schedule
 - o Project Budget
 - o Change Management plan
 - o Quality Control/Quality Assurance Plan

Workshops and Meetings

The following are included with the workshops and meetings noted in subsequent sections and will include agendas, meeting minutes, and action items/status:

- Three (3) intermittent progress meetings with City's Public Works Staff and Garver
- One (1) project kickoff meeting
- One (1) draft SWMP Report workshop with staff
- Final SWMP Report Executive Summary presentation to the Norman City Council
- Up to four (4) update/progress presentations to the Comprehensive Plan Committee during regularly scheduled meetings (in person)

Project Kickoff

Garver will conduct a SWMP kickoff meeting with City Staff. This meeting will serve as the beginning of the Stormwater Master Plan Update portion of the Comprehensive Plan. Garver will discuss options for evaluation and planning with the City and work with the City on developing a set of planning criteria. Garver will develop meeting minutes for the kickoff

meeting to be used as a planning guide for the project. Garver will provide a data request to gather necessary information for the project's completion.

TASK 2 - DATA COLLECTION AND HYDRAULIC SCREENING

Existing Data Review and Previous Work Summary

RDG and the City of Norman will provide Garver all information and previous work relative to the stormwater conveyance and quality management systems including:

- Previous stormwater master planning documents and related GIS data (shapefiles and geodatabases)
- Previous stormwater management planning documents and related GIS data
- All Hydrologic or Hydraulic models and reports performed for the City on major streams or received by the City from regulatory agencies
- Stormwater infrastructure record drawings completed since the previous SWMP was initiated in 2007
- Ancillary GIS data base files to include land use, roadways, parcels, structures, topography, stormwater, and other utility infrastructure
- Bridge inventory reports
- Service area planning documents: land usage and transportation plans; census reports; growth projections
- Current Stormwater Capital Improvement Plan including changes since 2009 SWMP
- Stormwater challenge areas identified since 2009 SWMP
- Historical records or data documenting drainage and flooding issues (such as high-water marks or documentation)

Garver will prepare a list of data deficiencies based on information gathered and meet with the Owner to develop a procedure for remaining data procurement or a basis of assumption from which to proceed. Garver will summarize and document all above information as necessary to establish existing system baseline. A record of transmittal will be maintained to assure the return of all Owner documents provided to Garver.

Hydraulic Screening

- Update major basins and subbasins within the city limits based on updated topographic information
- Assimilate data collected by subbasin, including historic drainage problems and flood data.

Existing FEMA Base Level Engineering (BLE) data will be used to update the Stream Planning Corridor delineation originally developed during the 2009 SWMP. No additional hydraulic modeling will be performed for this task.

TASK 3 - DETAILED HYDROLOGY AND HYDRAULICS UPDATES AND SOLUTIONS

Garver will perform detailed hydrology and hydraulic models for areas within the City limits. This includes updating the hydrology and hydraulic models that were developed during the 2009 SWMP. **Update Hydrologic Models**

Garver will update the hydrologic models developed during the 2009 Stormwater Master Plan. This scope does not include producing hydrologic models from scratch if the 2009 hydrologic models are not provided to Garver in a form suitable for use on a modern computer. Thirty-six (36) subbasins were delineated for the two larger watersheds of Lake Thunderbird and the Canadian River. These subbasin boundaries will be re-delineated using the best publicly available lidar data.

Hydrologic parameters such as land-cover, precipitation, hydrologic reach routing parameters, and reservoir modeling will be evaluated and updated where necessary. Reservoirs in developed areas that have been constructed since the 2009 hydrologic models were developed will be represented to the degree of detail that is available in the provided record drawings. If detention detail is not available in the record drawings, the area may be represented without detention effects

or with a reduced land cover coefficient to represent a reduced design peak flow. Decisions about these locations will be made in conjunction with the City public works department.

The results of the Comprehensive Plan land-use plan will be incorporated into the hydrologic model to determine fully developed (future) flow rates. All other updates to the hydrologic models will be completed in preparation for incorporating the updated Land-Use plan to finalize the full-buildout scenarios.

Update HEC-RAS Hydraulic Models

Garver will update the detailed HEC-RAS Models developed prior to and during the 2009 SWMP process. Fifty-nine (59) stream miles were included in detailed hydraulic models during the 2009 Plan, and additional detailed models have been performed for the Ten Mile Flat Creek and Brookhaven Creek streams since the 2009 SWMP was published.

These HEC-RAS models will be updated with the modern version of the software produced by the US Army Corps of Engineers. Additionally, the updated flow rates calculated during the hydrologic modeling portion of this plan will be included. The best-available lidar topographic data will be incorporated as well as any provided record drawing information from development along the streams that has been completed since the 2009 SWMP.

TASK 4 - SOLUTIONS COST ESTIMATES AND CAPITAL IMPROVEMENT PROGRAM

Develop Opinion of Probable Cost for Identified Solutions

Garver will determine updated costs for carryover solutions from the 2009 SWMP. This task will include updating pay items based on lessons learned during the implementation of the 2009 plan. **Develop Capital Improvement Program for Stormwater Projects.**

Utilizing the updated H&H modeling, Garver and Owner will develop an actionable plan to prioritize stormwater projects in the City. Garver will develop a capital improvements phasing plan (CIP) for the remaining 2009 solutions through a 20-year planning horizon. In effect, this plan will identify the timing and major service triggers of key stormwater capital improvements projects for the planning horizon.

Hydrology and Hydraulics Detailed Modeling and Capital Improvement Program Technical Memorandum and Workshop

A draft H&H Detailed Modeling and CIP Technical Memorandum (TM) will be delivered to Owner. This TM will summarize the findings of tasks to this point. Following Owner review, Garver will conduct a review workshop with Owner staff, document key decisions and feedback, and issue a final H&H Detailed Modeling and CIP TM based upon those comments. The final H&H Detailed Modeling and CIP TM will be included as an Appendix to the SWMP and utilized for key planning criteria for subsequent tasks. Garver will submit three (3) bound copies of both the draft and final TMs.

TASK 5 - STORMWATER QUALITY DOCUMENT REVIEW

Water Quality Protection Review and Documentation

Garver will update the Stormwater Master Plan with stormwater best management practices (BMPs) based on recommendations included in previous studies. Specifically, Garver will:

- Review existing documents relevant to the Stormwater Master Plan and BMPs, including previous stormwater management plans, SWMPs, engineering design criteria, MS4 annual reports, and historical water quality data collected within the City and in Lake Thunderbird watershed.
- Identify existing water quality challenges within the City and Lake Thunderbird and incorporate stormwater quality BMP's identified by previous reports into the updated SWMP Report.

TASK 6 - STORMWATER MASTER PLAN REPORT

Garver will document the findings of the previous tasks and incorporate Owner review comments into a final report. Following Owner review, Garver will conduct a review workshop with Owner staff, document key decisions and feedback, and issue a final SWMP Report based upon those comments. Garver will submit three (3) bound copies of the final SWMP. The SWMP Report will include the following sections:

- Executive Summary
- State of the City Stormwater Summary
- Summary of Updates to Hydrology and Hydraulic Models
- Capital Improvement Program Review
- Stormwater Quality Review and Documentation

Topographic Surveys

Topographic Survey is not anticipated for the completion of the Project and not included in this scope of services but may be added as Extra Work. Any information provided by the City to Garver is assumed as correct.

Geotechnical Services

Geotechnical is not anticipated for the completion of the project and not included in this scope of services. Any information provided by the city to Garver is assumed as correct.

Environmental Services

Environmental services are not anticipated for the completion of the project and not included in this scope of services. Any information provided by the city to Garver is assumed as correct.

Project Deliverables

The following will be submitted to the City, or others as indicated, by Garver:

- Three (3) hard copies of the final Stormwater Master Plan Report
- PowerPoint slides of each workshop (pdf format)
- PowerPoint slides and exhibits for public outreach events (pdf format)
- Electronic files as requested.

Extra Work

The following items are not included under this agreement but will be considered as extra work:

- Rework for the City's convenience or due to changed conditions after previous alternate direction and/or approval
- Submittals or deliverables in addition to those listed herein
- Design, geotechnical, or survey services of any kind
- Bidding or construction phase services of any kind
- Action Plans or design services for proposed projects
- On-site meetings with ODEQ, OWRB, or other regulatory agencies, other than those listed herein
- Water rights, construction, or any other permitting
- Evaluation of plan alternatives in addition to those listed herein

- Financial assistance
- Pilot testing
- Environmental services and documentation, including wetlands identification, mitigation plans, or other work related to environmentally or historically (culturally) significant areas
- Surge/transient analysis
- Computational fluid dynamics (CFD) modeling
- Physical condition assessment
- Water quality sampling and/or testing

Extra Work will be as directed by the City in writing for an additional fee as agreed upon by the City, RDG, and Garver.

COMPREHENSIVE TRANSPORTATION PLAN

Generally, the scope of services includes the development of a Comprehensive Transportation Plan (CTP) that builds upon previous efforts such as the 2014 Comprehensive Transportation Plan. Given the recency of the existing plan, the current effort shall consist of an update to the 2014 plan. The CTP is intended to support the overall community vision and integrally relate to the future land use component of the build-out scenarios that are identified through the future land use planning component of the Norman Master Plan (NMP).

The goals of the Comprehensive Transportation Plan will be to update the 2014 CTP with new data, incorporating constructed infrastructure, a new look at how people travel since the pandemic, identify new transportation trends and needs, and look at the impacts of previously un-planned events. The CTP will also coordinate with the Oklahoma Department of Transportation's (ODOT) long range transportation plan as well as their current 8-year construction program. The CTP will align with the most recent Long Range Transportation Plan for the Association of Central Oklahoma Governments (ACOG). The plan will provide a multi-modal menu for future projects to accommodate a variety of funding opportunities.

The scope of work for the development of the CTP will be to review the 2014 CTP for updating, specifically looking at what infrastructure improvements have been completed, the impacts of those improvements to Norman's transportation system, evaluate the impacts of planned local, regional and statewide transportation related projects, plan for future transportation projects and cast a vision for transportation in Norman that will work with other planning documents that work for the next 20 years.

PROJECT MANAGEMENT

Garver will document important decisions discussed in meetings, conferences, coordination, conversations, etc. and send documentation to RDG. Garver will also perform the following services as outlined in subsequent sections as part of this task.

Project Coordination

To maintain consistent communications and keep the RDG well-informed on project progress, Garver will provide the following project management services over the project duration:

- Monthly project progress and schedule updates and coordination across planning teams
- Prepare progress payment updates for inclusion with the entire Master Plan payment
- Develop a Project Management Plan, which will include:
 - o Project Schedule coordinated with the overall Master Plan schedule
 - o Project Budget
 - o Change Management Plan
 - o Quality Control/Quality Assurance Plan

Workshops and Meetings

The following are included with the workshops and meetings noted in subsequent sections and will include agendas, meeting minutes, and action items/status:

- One (1) project kickoff meeting (in-person)
- Four (4) intermittent progress meetings with RDG Staff and Garver (virtual)
- Up to four (4) update/progress presentations to the NMP Committee during regularly scheduled meetings (in-person)

- Up to Two (2) public neighborhood workshops or other meetings identified in the public outreach component of the NMP

Project Kickoff. Garver will conduct an in-person CTP kickoff meeting with City Staff. Garver will review the scope of work and project schedule with the City and solicit initial input from the City on issues to be addressed in the plan. Garver will develop meeting minutes for the kickoff meeting to be used as a planning guide for the project. Garver will provide a data request to gather necessary information for the project's completion.

Document Drafting and Control. Garver will compile the data, findings, mapping, and narrative for the subcomponents of the CTP (roadway, bridge, traffic, multi-modal, parking, transit, and aviation) into a single document to be provided to RDG for incorporating into final draft of the NMP. This item will include an allowance for up to two (2) sets of revisions of the draft CTP.

TASK 1 - ROADWAYS

Existing Data Review and Previous Work Summary

The City will provide RDG & Garver all information and previous work relative to the transportation system for all plan elements:

- Existing Capital Improvements Plan
- ACOG Traffic model
- ACOG Long Range Transportation Plan (Encompass 2045)
- City GIS database (street centerlines, pavement, sidewalks, etc.)
- Existing bridge information/bridge bond data
- Information on Traffic Management Center
- Regional Transportation Authority (RTA) System Plan and other plans
- Go Norman Transit Plan
- Max Westheimer Airport Master Plan
- Norman Parking Study and Parking Strategic Plan
- 2019 Transportation Bond
- I-35 Corridor Study
- Other information that is mutually agreed to be necessary to complete the project

Street Network Review

Garver will verify status of "existing and committed" projects from the 2014 CTP as well as the 2019 Transportation Bond and confirm with the City any remaining committed projects for construction. Based on data developed from the traffic subcomponent of the plan, Garver will identify areas where the functional classification of the street network is inconsistent with future needs established by updates of the ACOG traffic model, applicable standards, and the vision and future land use component of the NMP.

Identification of Current and Future Roadway Needs

Based upon forecasted trends, identified gaps in the street network, street network review, updated traffic modeling, current ACOG Long Range Transportation Plan, and the vision and future land use component of the NMP, Garver will develop a list of future projects for the location of new streets, intersection improvements, and modification/improvement of existing facilities. This list will include rough order of magnitude cost estimation for each recommendation. Garver will

develop a prioritization matrix for projects based on community and City input for up to ten (10) factors that will be used to sort priority as short term and long-term priorities. Additionally, Garver will incorporate analysis of the impact of potential turnpikes and regional transportation on the city street network into identification of these needs.

Policy Recommendations

In conjunction with traffic subcomponent of this plan, Garver will develop a high-level framework of policy recommendations to consider regarding access management and signal spacing. For example, these recommendations may include standardized signal spacing recommendations and access management policies based on functional classification or supporting future land use.

TASK 2 - BRIDGES

Review Bridge Inventory

Garver will review the City's existing inventory of bridges and provide an update to the documentation based on any recent bridge inspections, construction, or improvement projects.

Bridge Plan Narrative Update

Garver will develop an updated bridge plan narrative in conjunction with stormwater plan element.

TASK 3 - TRAFFIC

Data Collection

Garver will use existing data compiled from various sources and any new data provided by the City or RDG.

Existing Traffic Data. ODOT historical Annual Average Daily Traffic (AADT) maps which are publicly available online will be tabulated by the Garver Team. This data, along with additional information provided from the ACOG travel demand model and ACOG online GIS, will be used to determine annual growth rates needed to project future volumes. Available turning movement data will be compiled from the City's on-going projects and past Synchro models. The Garver Team will identify current shifts in traffic patterns since the last plan update.

Google Maps Data. Typical day data will be evaluated from available Google Maps information. This data will be used to identify corridors that consistently have medium to high traffic delays.

Geometric Data. Information from Google Earth, as-built plans from the City, and any new construction plans will be reviewed by the Garver Team to determine the existing or proposed geometry along corridors and at intersections in the City of Norman.

Safety Data. The Garver Team will compile the crash data made available by the City for up to a 5-year period based on City direction.

Traffic Volume Projections and Utilization of Travel Demand Model

Garver will use the collected data and the information compiled to produce balanced (where needed) traffic volumes for 2023. These volumes will be projected to future year (2050) using historical annual growth rates, trip generation rates for committed projects, and the ACOG Travel Demand Model (ACOG TDM). Garver will utilize the ACOG TDM as one of the tools for projecting traffic volumes to the year 2050.

Operational/Geometric Analyses

Using high-level capacity analysis techniques based on tabular information, Synchro analyses, and Google Maps, the Garver Team will identify capacity problems along the identified corridors for both existing conditions and future 2050 conditions.

Corridor and overall intersection Level of Service (LOS) will be evaluated for major routes. Synchro software will be used at the intersections to perform operational analyses on the identified signalized intersections throughout the City. Identified locations will be compiled for further analysis purposes to determine improvements (such as additional turn lanes or widening) to address congestion within the City.

Safety Analysis

For safety analysis, graphics will be developed showing the crashes identified by type and severity. These maps will be analyzed to determine if there are any crash clusters or prevailing trends in the study area. Countermeasures will be identified to reduce the collisions occurring within the City. Additionally, crash rates will be developed to identify locations where the crash rates are greater than the state-wide average for a similar facility.

Additional Services

Dependent on the information received, the following items will be incorporated into the CTP:

Potential Turnpike Analysis. Detailed analysis of traffic volume changes and impacts from proposed turnpikes will be conducted

Traffic Management Center and Emergency Operations Center. Operations identified to these two known developments within the City will be incorporated and included within the CTP.

Documentation of Traffic and Safety – Preliminary Analysis

The results of the traffic analyses will be documented in a report format to include within the CTP. Preliminary findings and necessary graphics/tables will be included in the documentation.

TASK 4 - ACTIVE TRANSPORTATION

The primary objective of this task will be update and reconcile previous planning efforts surrounding active transportation for Norman. These include the OU Bicycle Plan, Greenways component of the updated Norman Parks and Recreation Master Plan, Norman Greenways Master Plan, Go Norman Transit Plan, and the Norman Comprehensive Transportation Plan.

Sidewalk and Active Transportation Inventory Update

Garver will obtain from the City, the existing sidewalk inventory. An update of this data will be provided from aerial imagery analysis. Using data provided by the Owner, City, RDG and Garver will inventory existing active transportation facilities including side paths, greenways, shared roadways, bus stops, bike lanes, and protected bike facilities.

Active Transportation Assessment and Update

RDG and Garver will examine the plans referenced for this task to reconcile these plans and provide recommended updates for any routing locations based on access to major destinations, user comfort, safety, bus routes/stops, and connection of existing facilities. In addition, e-scooter data will be gathered as available to use in assessing usage of facilities.

ADA Compliance

Garver will reference the City's existing ADA Self-Evaluation and Transition Plan to inform provisions of the CTP.

Active Transportation Projects

RDG & Garver will develop a list of future active transportation projects based on priority criteria established with the City. This list will include rough order of magnitude cost estimation for each recommendation. Garver will use the City's prioritization matrix for the projects to sort project priority for short term and long term.

TASK 5 - PARKING AND TRANSIT

Parking Inventory and Updates

Garver will incorporate the findings and provisions of the 2016 Parking Study and the 2018 Parking Plan into the CTP. This will include coordination between the City and Cleveland County, identifying any long range plans that the county has for parking facilities. **Local and Regional Transit**

Garver will incorporate the findings and provisions of the Go Norman Transit Plan, RTA System Plan, and ACOG's Encompass 2045 into the CTP. This will include coordination between the City, OUT Campus Area Rapid Transit (CART), and EMBARK. The work will identify any additional interagency coordination needed to accommodate future developments and operational needs between the agencies and may provide recommendations for any findings in the Go Norman Transit Plan which may have since been determined to need revision. Recommendations that should be reviewed and potentially revised should include, but are not limited to, phasing of improvements in regards to route expansion and increased route frequency. Lastly, Transit Oriented Development (TOD) will be considered and included in the Comprehensive Plan, as appropriate, with a connection back to the CTP.

TASK 6 - AVIATION

Existing Master Plan Review

Garver will incorporate the existing master plan for Max Westheimer Airport and incorporate the plan's provisions into the CTP.

Planning Recommendations

Based on review of the existing master plan and consultation with stakeholders, Garver will provide recommendations on land use policies and actions necessary to protect Max Westheimer Airport for future growth including for possible fixed-based operators, private hangars, expansion areas, aviation academic opportunities or other private development. Specifically, Garver will examine if current airport zoning requirements are adequate for the airport.

WATER HYDRAULIC MODELING UPDATE AND REPORT

Generally, the scope of services includes the development of a Water Hydraulic Modeling Update and Report (Water Update) consistent with the Master Plan effort. This Water Hydraulic Modeling Update will support build-out scenarios for future land use and reinforce planned growth areas under the Comprehensive Plan.

It is understood that water supply assumptions will be based on the 2060 Strategic Water Supply Plan (SWSP, completed by others). Hydraulic modeling will be completed in the Innovyze InfoWater Pro software. This scope of services will be focused on hydraulic capacity and key associated factors (e.g., water age, source trace); it is understood that condition assessments and asset management will not be a focus of this effort.

TASK 1 - PROJECT MANAGEMENT

As part of Task 1, Garver will document important decisions discussed in meetings, conferences, coordination, conversations, etc. and send documentation to RDG, the City, and committees assisting in the comprehensive planning process. Garver will also perform the following services as outlined in subsequent sections as part of Task 1.

Project Coordination

To maintain consistent communications and keep the City well-informed on project progress, Garver will provide the following project management services over the project duration:

- Monthly Water Update project progress and schedule updates
- Prepare progress payment updates for separate payment by the Utilities Department of the City
- Develop a Water Update-specific Project Management Plan, which will include:
 - o Water Update Schedule coordinated with the overall Comprehensive Plan schedule
 - o Water Update Task Budget
 - o Water Update Change Management Plan
 - o Water Update Quality Control/Quality Assurance Plan

Workshops and Meetings

The following are included with the workshops and meetings noted in subsequent sections and will include agendas, meeting minutes, and action items/status:

- Intermittent progress meetings with City's Utilities Staff and Garver
- One (1) Project Kickoff meeting
- One (1) Baseline Development Workshop
- One (1) Distribution System Update Workshop
- One (1) Hydraulic Model Evaluations Workshop
- One (1) Water Supply Plan Review Workshop
- One (1) Cost Analysis and Project Prioritization Workshop
- One (1) draft Water Hydraulic Model Update Report Workshop
- Four (4) update/progress presentations to the Comprehensive Plan Committee and/or Subcommittee during regularly scheduled meetings (in person)
- Final Water Hydraulic Model Update Report presentation to the Norman City Council

Project Kickoff

Garver will conduct a Water Update kickoff meeting with City Staff and Steering Committee representatives. This meeting will serve as the beginning of the Water Update portion of the Comprehensive Plan. Portions of the Water Update will begin following the completion of components of the Comprehensive Plan, such as the land use and growth areas. Garver will discuss options for evaluation and planning with the City and work with the City on developing a set of planning criteria. Garver will develop meeting minutes for the kickoff meeting to be used as a planning guide for the project. Garver will provide a data request to gather necessary information for the project's completion.

TASK 2 - BASELINE DEVELOPMENT

Existing Data Review and Previous Work Summary

As part of the data request, the City will provide Garver and RDG all information and previous work relative to the water supply and water distribution systems including:

- Previous water supply and water distribution system master planning documents
- Water supply, conveyance, water treatment infrastructure, and water distribution system facility record drawings
- Electronic water/wastewater usage and billing data
- Geocoded water meter shapefile
- Ancillary GIS data base to include land use, roadways, parcels, structures, topography, water, wastewater, stormwater, and other utility infrastructure
- Water/wastewater utility infrastructure inventory reports
- Previous service area planning documents: land usage and transportation plans; census reports; growth projections; water demand projections
- Current Utility Capital Improvement Plan
- Rate/fee structures: residential, commercial, inside and outside city limits
- Outside service contracts
- Monthly Operating Reports for the water system from the last ten (10) years
- Historical system SCADA data for the last five (5) years, including pump flow, pump status/speed, pump suction and discharge pressure, and tank levels
- Distribution system water quality data
- Water loss data
- Reports of historical complaint/problem areas

Garver will prepare a list of data deficiencies based on information gathered and meet with the City to develop a procedure for remaining data procurement or a basis of assumption from which to proceed. Garver will summarize and document all above information as necessary to establish existing system baseline. A record of transmittal will be maintained to assure the return of all City documents provided to Garver.

Water Distribution System Facility Review

Garver will meet with City's staff to review operation of the water distribution system facilities. It is assumed that this meeting will occur at the City's office and will not include a site visit to all distribution pumping or storage facilities.

Historical Water Demand Analysis

Garver will establish the existing annual average, maximum day, and peak hour water demands as derived from historical water usage information and billing data provided by the City. Garver will also assess water usage for different types of users within the distribution system and historical water loss information provided by the City.

Projected Water Demand Summary

Based upon historical data, population projections provided by others, and future land use planning documents provided by others, Garver will develop future water demand projections and growth projections to establish the expected annual average and maximum day water system demands through the 2060 horizon.

Evaluation and Design Criteria

Garver will develop evaluation and design criteria based on criteria used in previous City studies, City standards, ODEQ rules and regulations, and industry standards.

Water Quality Data Analysis

Garver will review historical water quality data (including entry point water quality and system-wide disinfectant residual, disinfection byproduct, nitrification monitoring, and lead/copper data), current Nitrification Monitoring and Response Plan, and Revised Total Coliform Rule (RTCR) Sampling Plan, if available. Garver will interview City staff regarding typical water quality monitoring practices and areas of the distribution system with water quality challenges.

Baseline Development Technical Memorandum and Workshop

A draft Baseline Development Technical Memorandum (TM) will be delivered to the RDG and the City. This TM will summarize the findings of Task 2. Following City review, Garver will conduct a review workshop with City staff, document key decisions and feedback, and issue a final Baseline Development TM based upon those comments. The final Baseline Development will be included as an Appendix to the Water Hydraulic Model Update Report, and utilized for key planning criteria for subsequent tasks. Garver will submit three (3) bound copies of both the draft and final TMs.

TASK 3 - DISTRIBUTION SYSTEM HYDRAULIC MODEL UPDATE

Hydraulic Model Update

Garver will update the City's existing water distribution system hydraulic modeling using the InfoWater Pro software. This update will include reviews and updates associated with the distribution system pipe network, storage tank attributes and controls, pump station attributes and controls, groundwater wells, and demands.

Field Data Collection

Garver will develop a field data collection plan outlining the use of hydrant pressure loggers and hydrant flow tests to collect data for calibration and validation of the hydraulic model. Garver will furnish up to twelve (12) hydrant pressure loggers for deployment in the distribution system. Garver will support City's staff in installation of the loggers at two sets of locations to collect pressure data for up to two (2) weeks total (one week at each set of locations). Garver will support the City's staff with performing hydrant flow tests. It is assumed that two (2) Garver staff members will be present for four (4) days of logger deployment, hydrant flow testing, and logger collection. This testing will be targeted during summer months with peak demands present.

Model Calibration and Validation

Garver will complete hydraulic model calibration and validation based on SCADA data and hydrant pressure logger data from the field data collection. Garver will utilize both extended-period simulations (EPS) and steady-state simulations to assess the calibration of the distribution system hydraulic model.

Existing System Model Evaluation

Garver will complete hydraulic model evaluations for the existing system for average and maximum day conditions.

Distribution System Hydraulic Model Update Technical Memorandum Workshop

Garver will present the findings of Task 3 in a Distribution System Hydraulic Model Update TM. The TM will be presented to Utilities Staff in a draft form. City comments will be received and reviewed in a TM review workshop, after which the TM will be finalized and included as an Appendix to the Water Hydraulic Model Update Report. Garver will submit three (3) bound copies of both the draft and final TMs.

TASK 4 - HYDRAULIC MODEL EVALUATIONS

Hydraulic Model Evaluations

Garver will complete hydraulic model evaluations for planning horizons through full build-out, including four (4) intermediate horizons to support development of a Capital Improvements Plan (CIP) and project prioritization (although more horizons will likely be screened but not ultimately reported in the CIP). The distribution system will be evaluated against criteria developed in Task 2, and improvements will be identified to address system deficiencies at each horizon.

Infrastructure Risk Assessments

Garver will screen for the higher risk conditions potentially present conduct risk assessments for ten (10) scenarios to determine how to mitigate risk associated with infrastructure that is critical to the water distribution system. Garver will determine the scenarios to be analyzed in conjunction with the City; a scenario consists of a set of one or more infrastructure components being removed from service and a specific horizon and demand condition. For example, one scenario could be the existing system under maximum day conditions with the loss of the Brookhaven EST.

Hydraulic Model Evaluations Technical Memorandum and Workshop

Garver will present the findings of Task 4 in a Hydraulic Model Evaluations TM. The TM will be presented to Utilities Staff in a draft form. City comments will be received and reviewed in a TM review workshop, after which the TM will be finalized and included as an Appendix to the Water Hydraulic Model Update Report. Garver will submit three (3) bound copies of both the draft and final TMs.

TASK 5 - WATER SUPPLY PLAN UPDATE

Garver will review the 2060 Strategic Water Supply Plan (SWSP) and evaluate the need to update that supply plan. The focus of this task item will be evaluating projections and assumptions used in development of the SWSP based on updated data. The purpose of this evaluation will be to identify changes since development of the SWSP that would potentially change the preferred path forward for implementation of the SWSP. For example, significant changes to project water demands may impact timing of adding new source components. Specifically, Garver will review the following items, summarize discrepancies, and make recommendations associated with regard to potential update of the SWSP:

- Population and growth projections
- Historical water demands
- Projected water demands
- Capital costs
- Life-cycle costs

- Existing and planned future sources (Lake Thunderbird, Garber-Wellington Aquifer wells, Oklahoma City, indirect potable reuse and/or direct potable reuse and/or direct potable reuse)

Garver will present the findings of Task 6 in a Water Supply Plan Review TM. The TM will be presented to Utilities Staff in a draft form. City comments will be received and reviewed in a TM review workshop, after which the TM will be finalized and included as an Appendix to the Water Hydraulic Model Update Report. Garver will submit three (3) bound copies of both the draft and final TMs.

As part of the North Water Reclamation Facility (WRF) evaluation included in the Wastewater Master Plan, Garver will also evaluate the implications associated with the North WRF serving as a source of potable reuse effluent. This evaluation will be completed in conjunction with the ongoing Lake Thunderbird Indirect Potable Reuse (IPR) Pilot Project (currently being completed by Garver, in the pilot reporting phase). Further, Garver will evaluate up to two (2) alternatives for other One Water opportunities, such as stormwater capture downstream of Lake Thunderbird and/or constructing a new reservoir for the City of Norman. Garver will work with City staff to identify the preferred list of alternatives. It is anticipated that Garver will evaluate the following items as part of this effort. Note that each alternative listed below will be recommended with either the existing WRF or a new North WRF, pending the results of prior evaluations in the Wastewater Master Plan:

- Additional treatment improvements anticipated to be required for IPR, as identified in the Lake Thunderbird IPR Pilot Report
- Additional treatment improvements anticipated to be required for Direct Potable Reuse (DPR)
- One (1) alternative for stormwater capture and reuse either within the current City limits or downstream of Lake Thunderbird
- One (1) alternative for construction of a new reservoir within Norman City limits or downstream of Lake Thunderbird

Note that a combination of alternatives may be identified as the most feasible approach. Garver will evaluate strengths and limitations for each alternative, and conceptual phase OPCCs will be developed. Each alternative will be evaluated based upon estimated annual O&M costs and net present worth value for a 20-year period. The conceptual cost estimate will be a Class 4 estimate as defined by the Association for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for studies and feasibility. The expected accuracy range for the estimates is -30% to +50% of the estimated values.

These alternatives will be compared to the present worth effectiveness of implementing an IPR or DPR treatment train using the existing WRF (as identified in the Lake Thunderbird IPR Pilot Report); O&M costs developed from previous studies on the WRF will be used for this comparison and will be updated to reflect the same time-value of money as the alternatives.

TASK 6 - COST ANALYSIS AND PROJECT PRIORITIZATION

Garver will develop conceptual costs for each of the capital improvements identified through the hydraulic model evaluations in Task 4. Garver will develop and evaluate life-cycle costs associated with alternatives for five (5) specific projects where potential alternatives have varying capital and operation and maintenance (O&M) requirements warranting life-cycle cost evaluations. The conceptual cost estimates will be a Class 4 estimate as defined by the Association for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for studies and feasibility. The expected accuracy range for the estimates is -30% to +50% of the estimated values.

Garver will identify project triggers based on factors developed in coordination with City staff (such as regulatory, capacity, water quality, condition, operability, and development). As noted previously, condition assessment and asset management are not included in this study. Therefore, condition-related improvements will be limited to City-directed projects.

Garver will prioritize projects based on the type and timing associated with the project triggers.

Garver will present the findings of Task 7 in a Cost Analysis and Project Prioritization TM. The TM will be presented to Utilities Staff in a draft form. City comments will be received and reviewed in a TM review workshop, after which the TM

will be finalized and included as an Appendix to the Water Hydraulic Model Update Report. Garver will submit three (3) bound copies of both the draft and final TMs.

TASK 7 - CAPITAL IMPROVEMENT PROGRAM QUALITY AND COST OF SERVICE UPDATE

Using the findings of previous tasks, Garver will develop a CIP through a 20-year planning horizon. This plan will identify the timing and triggers for key water system capital improvements projects for the planning horizon.

TASK 8 - WATER HYDRAULIC MODEL UPDATE REPORT

Garver will document the findings of the previous tasks (including City review comments) into a final report. Garver will submit a Draft Water Hydraulic Model Update Report for review by the City. Following City review, Garver will conduct a review workshop with City staff, document key decisions and feedback, and issue a Final Water Hydraulic Model Update Report based upon those comments. Garver will submit three (3) bound copies of both the Draft and Final Water Hydraulic Model Update Report.

TASK 9 – PUBLIC INFORMATION AND ENGAGEMENT

During the development of the Comprehensive Plan, Garver understands that there will be numerous opportunities for public meetings, pop-up events, and other public outreach events. Coordination and attendance of these public meetings are accounted for in RDG's scope of services.

Garver will present the Water Hydraulic Model Update Report executive summary and recommended CIP to City staff. Garver will make any necessary revisions to the executive summary and CIP resulting from City comments. Once adopted by City staff, Garver will give a single presentation to the Norman City Council in a combined update with the Wastewater Master Plan. Garver will coordinate this presentation through City staff.

TASK 10 - PROJECT DELIVERABLES

The following will be submitted to the City, or others as indicated, by Garver:

- Three (3) hard copies of the draft and final Baseline Development TM
- Three (3) hard copies of the draft and final Distribution System Update TM
- Three (3) hard copies of the draft and final Hydraulic Model Evaluations TM
- Three (3) hard copies of the draft and final Water Supply Plan Review TM
- Three (3) hard copies of the draft and final Cost Analysis and Project Prioritization TM
- Three (3) hard copies of the draft and final Water Hydraulic Model Update Report
- Powerpoint slides of each workshop (pdf format)
- Powerpoint slides and/or exhibits for public outreach events
- Electronic files (pdf, Word, Excel, and PowerPoint) for all documents
- Updated Hydraulic Model files in electronic format
- GIS Electronic files of proposed capital improvements, deficient infrastructure, average and peak day model results, and other information requested by the City related to model results

ADDITIONAL SERVICES

Additional services are services that may be necessary for completion of the project (or deemed as necessary and authorized by the City) but are not included within this Scope of Services. These services can be added by amendment for an additional fee as agreed to by the City and Garver.

Supplemental Water Supply Plan Development

If deemed necessary, Garver can provide additional or supplemental services associated with Task 5 – Water Supply Plan Update. These may include additional evaluations not expressly listed under Task 5, public engagement tasks, or other services as needed.

EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- Rework for the City's convenience or due to changed conditions after previous alternate direction and/or approval
- Submittals or deliverables in addition to those listed herein
- Design, geotechnical, or survey services of any kind
- Field data collection and/or pressure logging
- Model calibration and/or validation
- Bidding or construction phase services of any kind
- Action Plans or design services for proposed projects
- On-site meetings with ODEQ, OWRB, or other regulatory agencies, other than those listed herein
- Water rights, construction, or any other permitting
- Evaluation of plan alternatives in addition to those listed herein
- Financial assistance
- Pilot testing
- Environmental services and documentation, including wetlands identification, mitigation plans, or other work related to environmentally or historically (culturally) significant areas
- Surge/transient analysis
- Computational fluid dynamics (CFD) modeling
- Physical condition assessment
- Water quality sampling and/or testing

Extra Work will be as directed by the City in writing for an additional fee as agreed upon by the City, RDG, and Garver.

WASTEWATER MASTER PLAN

Generally, the scope of services includes the development of a Wastewater Master Plan (WWMP) that builds upon previous studies such as the 2018 Wastewater Flow Monitoring and Modeling Report (completed by others). This WWMP is intended to support the overall community vision and potential build-out scenarios that are identified through the future land use planning component of the Comprehensive Plan.

The existing sewer flows within the Norman sewer shed are generally contained within two basins: the Lake Thunderbird basin and the Canadian River Basin. The collection system consists of gravity interceptors and collectors, lift stations, and force mains that currently convey all wastewater from both basins to the existing Water Reclamation Facility (WRF). This scope of services will be focused on identifying capital improvements to the collection and treatment systems and triggers for said improvements to support future service areas identified in the Comprehensive Plan.

TASK 1 - PROJECT MANAGEMENT

As part of Task 1, Garver will document important decisions relative to the WWMP discussed in meetings, conferences, coordination, conversations, etc. and send documentation to the City and committees assisting in the comprehensive planning process. Garver will also perform the following services as outlined in subsequent sections as part of Task 1.

Project Coordination

To maintain consistent communications and keep the City well-informed on project progress, Garver will provide the following project management services over the project duration:

- Monthly WWMP project progress and schedule updates
- Prepare progress payment updates for separate payment by the Utilities Department of the City
- Develop a WWMP specific Project Management Plan, which will include:
 - o WWMP schedule coordinated with the overall Comprehensive Plan schedule
 - o WWMP task budget
 - o WWMP change management plan
 - o Quality Control/Quality Assurance (QA/QC) plan

Workshops and Meetings

The following are included with the workshops and meetings noted in subsequent sections and will include agendas, meeting minutes, and action items/status:

- Intermittent progress meetings with City's Utilities Staff and Project Team
- One (1) project kickoff meeting
- One (1) Baseline Development workshop with staff
- One (1) Collection System Modeling and Evaluation workshop with staff
- One (1) Discharge Modeling workshop with staff
- Up to one (1) Treatment and Reuse Evaluation workshop with staff (anticipated to be in combination with one of the Water Master Plan workshops)
- One (1) draft WWMP Report workshop with staff
- Four (4) update/progress presentations to the Comp Plan Committee or subcommittee during regularly scheduled meetings (in person)

- Final WWMP Report Executive Summary presentation to the Norman City Council

Project Kickoff

Garver will conduct a WWMP kickoff meeting with City Staff, Steering Committee, and Subcommittee representatives. This meeting will serve as the beginning of the WWMP portion of the Comprehensive Plan. Portions of this plan will begin following the completion of components of the Comprehensive Plan such as the land use and growth areas. Garver will discuss options for evaluation and planning with the City and work with the City on developing a set of planning criteria. Garver will develop meeting minutes for the kickoff meeting to be used as a planning guide for the project. Garver will provide a data request to gather necessary information for the project's completion.

TASK 2 – BASELINE DEVELOPMENT

Existing Data Review and Previous Work Summary

As part of the data request, City will provide Garver all information and previous work relative to the wastewater collection and treatment systems including the following as available:

- Previous wastewater master planning documents
- Collection, conveyance, and treatment infrastructure record drawings as requested (except for the existing the WRF)
- Electronic water/wastewater billing data for the last 5 years
- Ancillary GIS data base to include land use (current), roadways, parcels, structures, topography, water/wastewater and other utility infrastructure
- Water/wastewater utility infrastructure inventory reports (if available)
- Current Utility Capital Improvement Plan
- Rate/fee structures: residential, commercial, inside and outside city limits
- Outside service contracts
- Monthly Operating Reports for the wastewater system from the last three years
- Lift station SCADA data from the last three years (if unavailable to be pulled by Garver from the SCADA system)

Garver will prepare a list of data deficiencies based on information gathered and meet with the City to develop a procedure for remaining data procurement or a basis of assumption from which to proceed. Garver will summarize and document all above information as necessary to establish existing system baseline. A record of transmittal will be maintained to assure the return of all City documents provided to Garver.

Historical Wastewater Flow Analysis

Garver will establish the existing annual average, maximum month, and peak wastewater flows as derived from historical wastewater information and billing data provided by the City. Garver will also assess historical rainfall data to develop the relationship between rainfall events and rainfall-derived infiltration and inflow (RDII) flows in the collection system. Garver will develop design storms for the 2-yr, 5-yr, and 10-yr recurrence intervals using information from NOAA Atlas 14. Design storms will be developed for a 24-hr duration event. Garver will project maximum day and peak flows associated with each design storm.

Flow Monitoring

Garver understands that City will provide flow and rainfall monitoring data, based on work completed by others outside of this scope of services. Garver will coordinate with City's flow and rainfall monitoring provider to identify up to 25 temporary

flow monitoring sites and seven temporary rainfall monitoring sites. It is anticipated that City's flow monitoring provider will procure, install, maintain, and collect data from the flow monitoring installations over a 90-day period. Following data collection, City's flow monitoring provider will compile, review, and process flow and rainfall monitoring data for the monitoring period, including quality control.

Garver will delineate sewer sub-basins based on the existing collection system layout, topographic information, and system planning area boundaries; analysis will be limited to sub-basins in the Lake Thunderbird and Canadian River basins. Upon receipt of the flow and rainfall monitoring data, Garver will develop tabular and graphical data summaries, including average and peak flow for dry weather conditions and total and peak rainfall-derived infiltration and inflow associated with wet weather events. Garver will rank the sub-basins based on RDII characteristics and develop projected peak flows associated with the 2-yr, 5-yr, and 10-yr design events at each flow monitoring location. Finally, Garver will document the processes, results, and recommendations associated with the flow and rainfall monitoring.

Projected Wastewater Demand Summary

Based upon historical data, population projections provided as part of this Comp Plan effort, and future land use planning documents provided as part of this Comp Plan effort, Garver will develop future wastewater flow projections to establish the expected dry weather, annual average, and wet weather design storm flows through the 2045 planning horizon. Land use and population projections will be developed as part of the Comprehensive Planning effort included as part of this overall project. This information will be used to determine infrastructure required for proposed sewer service areas. Consideration will also be granted for areas outside the 2045 planning horizon that could potentially contribute flow to the system. Significant industrial user surveys are not included with this scope, but industrial land use areas will be estimated from the future land use planning process.

Baseline Development Technical Memorandum and Workshop

A draft Baseline Development Technical Memorandum (TM) will be delivered to City. This TM will summarize the findings of Task 2. Following City review, Garver will conduct a review workshop with City staff, document key decisions and feedback, and issue a final Baseline Development TM based upon those comments. The final Baseline Development will be included as an Appendix to the WWMP and utilized for key planning criteria for subsequent tasks. Garver will submit three (3) bound copies of both the draft and final TMs.

TASK 3 - COLLECTION SYSTEM MODELING AND EVALUATION

As part of Task 3, Garver will evaluate long-term alternatives for optimizing the wastewater collection system as the future land use scenarios identified in the Comprehensive Plan are realized.

Hydraulic Model Update

- Incorporate projections for development in each sewer sub-basin at four (4) intermediate horizons and ultimate buildout based on planning information from others.

As part of the Hydraulic Model Update effort, Garver will accomplish the following:

- Update the hydraulic model based on existing wastewater system GIS and record drawings to update the existing system model.
- Incorporate current design plans for new infrastructure into the hydraulic model.
- Assess sub-basin flow information in the hydraulic model.
- Develop average and wet weather loading scenarios for each planning horizon. It is assumed that planning horizons will be existing, full buildout, and four (4) additional intermediate horizons per Garver's recommendations. These future scenarios will be based on planning information from others.

- Assess the system at each planning horizon under dry weather conditions and wet weather design storm events.
- Identify system components without sufficient hydraulic capacity at each horizon. The capacity of the existing WRF will be based on information in previous studies.
- Identify sizing for new infrastructure to address hydraulic capacity deficiencies; sizing will be based on full buildout flow requirements.

Lift Station Optimization

Garver will assess the existing wastewater collection system information and topographic information to identify alternatives for gravity bypass of existing lift stations and identify future regional lift station locations. Garver will conduct the following as part of this effort:

- Complete a desktop evaluation of the gravity bypass corridor for each of the lift stations identified as feasible candidates. This desktop evaluation will include an assessment of aerial imagery, topographic information, wetlands information, existing easements, and parcel information. Survey or field data collection to confirm elevations of existing manholes, wet wells, inverts, pipe flowlines is not included in this scope.
- Evaluate the lift station and force main capacity for each lift station and flow information for each planning horizon to identify constraints on timing of lift station bypass. Specifically, Garver will identify when lift station and/or force main upgrades would be necessary to accommodate future flows (trigger for implementation of the lift station bypass) and will identify capacity limitations downstream that may impact the ability to install the gravity bypass.
- Incorporate lift station elimination into the CIP for the WWMP.
- Based on the basin delineation in the previous task, identify areas that would require small lift stations and identify future regional lift station locations to provide service to future growth areas.

Collection System Alternatives Evaluation

Garver will evaluate long-term alternatives for building the collection system to meet future land use areas and convey wastewater flows to either the existing WRF or a future, potential North WRF (discussed further in Tasks 4 and 5). As part of this effort, Garver will screen several alternatives but only conceptually develop two (2) alternatives for long-term continued conveyance of flows from the collection system to the existing WRF. These alternatives may include conveyance of all the flow from the Little River basin to the existing WRF or conveyance of only a portion of the flow from the Little River basin to the existing WRF, depending on the available capacity of the existing WRF and the projected flows for the Little River basin.

Further, Garver will screen several alternatives and conceptually develop two (2) alternatives to eliminate all transfers of flow from the Little River basin to the existing WRF. These alternatives would include construction of a new WRF to receive flows from the Little River basin.

Garver will develop infrastructure improvements for each alternative. These improvements will be limited to lift stations, force mains, gravity bypass lines, and interceptors required for conveyance of wastewater flows to complete alternatives evaluation. Garver will identify the sizing and projected timing associated with each improvement.

Garver will evaluate strengths and limitations for each alternative, and conceptual phase opinions of probable construction costs (OPCCs) will be developed. Each alternative will be evaluated based upon estimated annual operating and maintenance (O&M) costs and net present worth value for a 20-year period. The conceptual cost estimate will be a Class 4 estimate as defined by the Associate for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for studies and feasibility. The expected accuracy range for the estimates is -30% to +50% of the estimated values.

Collection System Modeling and Evaluation Technical Memorandum and Workshop

Garver will present the findings of Task 3 in a Collection System Modeling and Evaluation TM. The TM will be presented to Utilities Staff in a draft form. City comment will be received and reviewed in a TM review workshop, after which the TM will be finalized and included as an Appendix to the WWMP. Garver will submit three (3) bound copies of both the draft and final TMs.

TASK 5 - TREATMENT AND REUSE EVALUATION

Wastewater Treatment Evaluation

The water quality modeling and discharge requirements recommendations, as well as the results of the flow projection efforts, will be used to develop the planning criteria for flow and treatment for a new, potential North WRF at the potential discharge location(s). In consideration of these criteria, Garver will detail conceptual phase evaluations for the treatment and operation support facilities that are instrumental in the proposed WRF to reliably achieve the forecasted requirements. This conceptual evaluation for two (2) proposed sites will identify a phased delivery approach for the facility to address growth in capacity and identify evolving discharge requirements over the planning period.

Using information obtained from Tasks 3 and 4, a list of potential sites will be screened to two (2) conceptual sites for further evaluation. Refer to discussion below for developing these conceptual sites. As part of the base scope of services, one site will be developed in further detail (described below in Section 5.1.1); additional sites can be added as Additional Services. The conceptual site evaluation of the two shortlist sites will detail master planning and site development including:

- “Good Neighbor” features (see Good Neighbor section below)
- Conceptual environmental assessment requirements
- Conceptual phase geotechnical requirements
- Access and transportation improvement, flood protection, and site drainage
- Electrical power supply requirements

Treatment Train Recommendation. Based on the results of the water quality modeling and discharge requirements of the locations, Garver will recommend a treatment system to be used in alternatives evaluations for potential plant site locations and discharge locations in order to compare a new WRF to continued wastewater treatment to the existing WRF. As part of the comparison to the existing WRF, Garver will conduct a gap analysis of the hydraulic and treatment capacity of the existing WRF in relation to the established planning criteria. Garver will present the recommendation for the evaluated treatment train for the North WRF and capacity gaps at the existing WRF to City for confirmation prior to further evaluation.

The conceptual phase analysis will also evaluate the following elements for one (1) of the proposed sites and configuration for a conceptual phase level effort (more sites can be evaluated per Additional Services and can be initiated upon approval of amendment by City). Garver will provide a conceptual layout and conservative technology recommendation (no alternatives evaluation) for the single preferred site and the following components:

- Phased expansion strategy for 10-, 20-year, and full build-out planning periods
- New site civil plan
- Liquid treatment scheme
 - o Influent pump station
 - o Headworks including screening and grit removal
 - o Primary clarifiers

- Diffused air aeration basins and upstream anaerobic/anoxic zones (if needed based on discharge requirements)
- Secondary clarifiers
- Cloth disk filters (if needed based on discharge requirements)
- UV Disinfection
- Post-aeration
- Utility routing and service to plant site
- Effluent pumping facilities, effluent piping and routing, effluent discharge facilities
- Solids processing and treatment scheme
 - Anaerobic digestion
 - Dewatering
 - Class A biosolids

Garver will evaluate strengths and limitations for the conceptual site layout, and conceptual phase OPCCs will be developed. The evaluation will include estimated annual O&M costs and net present worth value for a 20-year period. The conceptual cost estimate will be a Class 4 estimate as defined by the Associate for the Advancement of Cost Engineering (AACE), which is consistent with cost estimates developed for studies and feasibility. The expected accuracy range for the estimates is -30% to +50% of the estimated values.

These alternatives will be compared to the present worth effectiveness of the existing WRF to treating this flow; O&M costs developed from previous studies on the WRF will be used for this comparison and will be updated to reflect the same time-value of money as the alternatives.

Good Neighbor Evaluation. The siting of a new WRF needs to address the concerns generated by the neighboring community, with a special emphasis upon the adjacent property owners and nearby businesses which may feel that their property value and standard of living may be adversely affected by the operation of a nearby water reclamation operation. The general concepts related to “NOT IN MY BACK YARD, OR NIMBY” opinions and social positions will be discussed and identified from the community as part of the Comprehensive Plan public outreach initiatives. With that information, certain technology packages and WRF features that can facilitate greater public acceptance will be discussed and accounted for in the facility plan.

In concert with the Discharge Modeling effort, Garver will, in collaboration with the City’s input, develop a preliminary listing of potential sites for the proposed WRF. Based upon these potential sites, a preliminary identification of “Good Neighbor” features shall be developed for each of two (2) shortlisted sites. The NIMBY discussion, in addition to other considerations listed above in Section 5.1, will be utilized to recommend a single preferred site. These NIMBY features are anticipated to include the following:

- Facility setback from adjacent property lines.
- Site drainage and stormwater runoff control and treatment.
- Landscaping architectural features, including barrier berms, fencing, site grading, and landscaping
- Architectural features, building features and enclosure configuration.
- Area illumination features throughout the proposed site.
- Odor enclosure and capture features together with odor treatment facilities.
- Special community and adjacent property City considerations.

Treatment Evaluation Technical Memorandum and Workshop

A draft Treatment and Reuse Evaluation TM will be delivered to the City. This TM will summarize the findings of Task 5. Following City review, Garver will conduct a review workshop with City staff, document key decisions and feedback, and issue a final Treatment and Reuse Evaluation TM based upon those comments. The final Treatment and Reuse TM will be included as an Appendix to the WWMP and utilized for key planning criteria in subsequent tasks. Garver will submit three (3) bound copies of both the draft and final TMs.

TASK 6 - CAPITAL IMPROVEMENT PROGRAM OUTLAY AND COST OF SERVICE UPDATE

Utilizing the findings of previous tasks, Garver will develop a Capital Improvement Plan (CIP) through a 20-year planning horizon. This plan will identify the timing and triggers for key wastewater system capital improvements projects for the planning horizon.

TASK 7 - WASTEWATER MASTER PLAN REPORT

Garver will document the findings of the previous tasks and incorporate City review comments into a final report. Following City review, Garver will conduct a review workshop with City staff, document key decisions and feedback, and issue a final WWMP Report based upon those comments. Garver will submit three (3) bound copies of both the draft and final WWMP. The WWMP Report will include the following sections:

- Executive Summary
- Baseline Development
- Collection System Modeling and Evaluation
- Discharge Modeling
- Treatment and Reuse Evaluation
- Capital Improvement Program Outlay
- Cost of Service Update

TASK 8 - PROJECT DELIVERABLES

The following will be submitted to the City, or others as indicated, by Garver:

- Three (3) hard copies of the draft and final Baseline Development TM
- Three (3) hard copies of the draft and final Collection System Modeling and Evaluation TM
- Three (3) hard copies of the draft and final Discharge Modeling TM
- Three (3) hard copies of the draft and final Treatment and Reuse Evaluation TM
- Three (3) hard copies of the draft and final Wastewater Master Plan Report
- Powerpoint slides of each workshop (pdf and ppt format)
- Powerpoint slides and exhibits for public outreach events
- Electronic files (pdf, Word, Excel, and PowerPoint) for all documents
- Updated Model files in electronic format
- GIS Electronic files of proposed capital improvements, deficient infrastructure, dry and wet weather model results, and other information requested by the City related to model results

ADDITIONAL SERVICES

Additional services are services that may be necessary for completion of the project (or deemed as necessary and authorized by the City) but are not included within this Scope of Services. These services can be added by amendment for an additional fee as agreed to by the City and Garver.

Conceptual SCADA Evaluation

Garver may also provide a conceptual evaluation of the current collection system Supervisory Control and Data Acquisition (SCADA) system, including lift station control systems, network and telemetry infrastructure, and SCADA Human-Machine Interface (HMI) platforms throughout the system as part of additional services. Garver will develop up to two (2) alternatives for system-wide SCADA system telemetry and SCADA HMI platforms to meet the future planned growth. Garver will also provide recommendations for improving the SCADA HMI user interface to improve data collection, control, and reporting. Existing system data, as well as City GIS and desktop topographical information will be utilized to identify potential limitations in line-of-sight (LOS) or other telemetry challenges.

Discharge Modeling

Garver may also provide desktop modeling exercises to assess the impact of a new North WRF on water quality in the Little River, based on discharge locations for the two North WRF alternatives evaluated in Task 3.

Following stakeholder and regulatory coordination, Garver will compile and analyze the data obtained. Garver will estimate the impacts of the two (2) potential discharges from the North WRF on the Little River using uncalibrated desktop water quality models with inputs from the literature, historical data, and recent water quality modeling conducted in the local area by others, if available. No water quality sampling or calibration is included in this task, so Garver will include sensitivity analyses to assess how uncertainty in model inputs can affect the predicted water quality impacts. Garver will present the preliminary modeling approach to Owner in one (1) progress meeting.


EXTRA WORK

The following items are not included under this agreement but will be considered as extra work:

- Rework for the City's convenience or due to changed conditions after previous alternate direction and/or approval.
- Submittals or deliverables in addition to those listed herein.
- Design, geotechnical, or survey services of any kind
- Bidding or construction phase services of any kind
- Action Plans or design services for proposed projects
- On-site meetings with ODEQ, OWRB, or other regulatory agencies, other than those listed herein
- Water rights, wastewater discharge, construction, or any other permitting
- Evaluation of plan alternatives in addition to those listed herein
- Financial assistance
- Pilot testing
- Environmental services and documentation, including wetlands identification or mitigation plans or other work related to environmentally or historically (culturally) significant items
- Conceptual evaluation of the current collection system Supervisory Control and Data Acquisition (SCADA) system, including lift station control systems, network and telemetry infrastructure, and SCADA Human-Machine Interface (HMI) platforms throughout the system.
- Discharge modeling and regulatory coordination associated with discharge limits

Extra Work will be as directed by the City in writing for an addition fee as agreed upon by the City, RDG, and Garver.

Attachment B: Schedule

Plan		July	Aug	Sept	Oct.	Nov	Dec	Jan '24	Feb	March	April	May	June	July	Aug.	Sept.	Oct.	Nov
Steering Committee Meetings		Task	1	2	3	4	5	6	7	8	9	10	11					
Land Use Plan	Develop Communication & Engagement Plan and Detailed Schedules																	
	Norman Today																	
	Norman Tomorrow: Vision & Future Land Use																	
	Norman Tomorrow: Plan Elements																	
	Norman Tomorrow: Implementation																	
Housing Strategy	Publication & Approval																	
	Discovery																	
	Defining Gaps																	
Comprehensive Transportaiton Plan	Housing Strategies																	
	Establish Goals & Vision (Meetings & Workshops)																	
	Data Collection (Roadways, Bridges, Traffic, Active Transportation, Parking, Transit, & Aviation)																	
	Roadway/Active/Aviation Plan																	
	CIP Planning & Prioritization																	
	Plan Review																	
Stormwater Master Plan	Publication & Approval																	
	Establish Goals & Vision (Meetings & Workshops)																	
	Data Collection & Hydraulic Screening																	
	Stormwater Quality Recommendations																	
	Hydrology & Hydraulics Update & Solutions																	
	Cost Estimates & CIP																	
Water Hydraulic Modeling Update & Report	Master Plan Report & Approval																	
	Establish Goals & Vision (Meetings & Workshops)																	
	Baseline Development																	
	Distribution System Hydraulic Model Update																	
	Hydraulic Model Evaluations																	
	Advanced Water Metering System Improvements																	
	Water Supply Plan Review																	
	Cost Analysis & Project Prioritization																	
	CIP & Cost of Services Update																	
Wastewater Master Plan	Water Hydraulic Model Update Report & Approval																	
	Establish Goals & Vision (Meetings & Workshops)																	
	Existing Data Review & Previous Work Summary																	
	Collection System Modeling & Evaluation																	
	Discharge Modeling																	
	Treatment & Reuse Evaluation																	
	CIP & Cost of Service Update																	
Wastewater Master Plan Report & Approval																		

Attachment C: Fee Schedule

Land Use Plan	\$669,530
Project Management	\$80,000
Public Engagement	\$115,200
Norman Today	\$109,180
Norman Tomorrow: Vision & Future Land Use	\$168,070
Norman Tomorrow: Plan Elements	\$153,940
Norman Tomorrow: Implementation	\$23,140
Merger of Plans	\$20,000
Housing Study	\$65,000
Discovery	\$32,500
Defining Gaps	\$9,750
Housing Strategies	\$22,750
Transportation Plan	\$346,078
Roadway Masterplan Update	\$139,912
Bridge Masterplan Update	\$16,208
Traffic Masterplan Update	\$128,182
Active Transportation Masterplan Update	\$15,072
Parking & Transit Masterplan Update	\$46,704
Aviation Masterplan Update	\$0
Stormwater Plan	\$324,756
Project Management	\$29,724
Data Gathering & Hydraulic Screening	\$47,168
Hydrology & Hydraulics	\$84,520
Solution Cost estimates & CIP	\$72,864
Stormwater Quality Recommendations	\$49,240
Stormwater Master Plan Report	\$41,240
Water Hydraulic Modeling	\$454,212
Project Management	\$34,926
Baseline development	\$84,348
Distribution System Hydraulic	\$56,108
Hydraulic Model Evaluations	\$71,576
Water Supply Plan Review	\$66,450
Cost Analysis & Project Prioritization	\$66,104
CIP Outlay & Cost of Service Update	\$28,592
Water Hydraulic Modeling Report	\$32,264
Public Information & Engagement	\$13,844
Wastewater Plan	\$437,174
Project Management	\$28,700
Baseline development	\$78,535
Collection System Modeling and Evaluation	\$152,057
Treatment and Reuse Evaluation	\$91,651
Capital Improvement Program Outlay & Cost of Service	\$28,225
Wastewater Master Plan Report	\$42,586
Public Information & Engagement	\$15,420
Total Fees	\$2,296,750

*CITY extra Public Meeting attendance costs billed according to the fee scheduled attached hereto.

CITY - Additional Services	Estimated Fee
Additional Task 1 - Extra Public Meeting Attendance*	\$15,000
CITY - Reimbursables	Not to Exceed
Travel, printing and duplication	\$5,000
NUA - Water Additional Services	Estimated Fee
Additional Task 1 - Supplemental Water Supply Plan Development	\$25,028
NUA - Wastewater Additional Services	Estimated Fee
Additional Task 1 - Conceptual SCADA Evaluation	\$14,115
Additional Task 2 - Discharge Modeling	\$38,734
Total Additional Services and Reimburseables	\$97,877
TOTAL CONTRACT AMOUNT NOT TO EXCEED	\$2,394,627

Attachment C

Effective January 1, 2023*

Standard Hourly Rate Schedule

Title	Rate/Hour
Principal	\$260
Urban Planner	\$105 - \$125
Administrative	\$90 - \$125

*Current hourly rates may be adjusted annually on January 1 of each year.

Effective January 1, 2023*

Travel

All travel (hotel rooms, flights, rental cars, and gas) will be charged at cost.

Effective January 1, 2023*

Standard In-House Reproduction Schedule

Description	Charge
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B&W Prints/Photocopies (on bond or letter paper unless noted otherwise)

Letter (8-1/2 x 11)	\$0.15 per face
Legal (8-1/2 x 14)	\$0.25 per face
Tabloid (11 x 17).....	\$0.30 per face
Large Format	\$0.25 per square foot
Large Format on Vellum	\$1.10 per square foot
Large Format on Mylar	\$1.10 per square foot

Color Prints/Photocopies (on bond or letter paper unless noted otherwise)

Letter (8-1/2 x 11)	\$1.00 per face
Legal (8-1/2 x 14)	\$1.50 per face
Tabloid (11 x 17).....	\$2.00 per face
Large Format	\$3.50 per square foot
Large Format on Photo Paper	\$5.00 per square foot

Lamination

Letter (8-1/2 x 11)	\$1.00 per face
Legal (8-1/2 x 14)	\$1.25 per face
Tabloid (11 x 17).....	\$1.25 per face

Binding

Letter (8-1/2 or 11" edge).....	\$2.00
Legal (14" edge)	\$2.25
Tabloid (17" edge).....	\$2.25

* In-house reproduction charges are meant to be market competitive. They are determined annually based on a survey of local providers.