



# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, August 13, 2024 at 6:30 PM

## AGENDA

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

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

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

### **CALL TO ORDER**

### **ROLL CALL**

### **PLEDGE OF ALLEGIANCE**

### **APPROVAL OF MINUTES**

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

CITY COUNCIL MEETING MINUTES OF JULY 25, 2023.

NORMAN UTILITY AUTHORITY MEETING MINUTES OF JULY 25, 2023.

NORMAN MUNICIPAL AUTHORITY MEETING MINUTES OF JULY 25, 2023.

NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF JULY 25, 2023.

## **COUNCIL ANNOUNCEMENTS**

### **CONSENT DOCKET**

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 38 be placed on the consent docket.

#### **First Reading Ordinance**

2. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MINI-WAREHOUSE IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT TWO (2), BLOCK FIVE (5), CAMBRIDGE ADDITION SECTION VI, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4801 WEST MAIN STREET)

#### **Appointments**

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

##### ADA CITIZENS ADVISORY COMMITTEE

TERM: 08/13/24 TO 05/28/27, JANICE OAK, WARD 4

##### BICYCLE ADVISORY COMMITTEE

TERM: 08/13/24 TO 02/13/25, CHIP MINTY, WARD 8

TERM: 08/13/24 TO 02/13/25, AYSHA PRATHER, WARD 5

##### ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08/13/24 TO 08/13/27, HOSSEIN FARZANAH, WARD 3

TERM: 08/13/24 TO 08/13/27, CHRIS PURCELL, WARD 2



## **Bids**

4. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARING BID 2425-7: AN ACCEPTANCY OF A QUOTE FROM RED ROCK DISTRIBUTING COMPANY, BY THE CITY OF NORMAN, OKLAHOMA, TO PROVIDE UNLEADED AND DIESEL FUEL DELIVERY SERVICES AT CERTAIN PRICES FOR THE CITY'S FLEET MAINTENANCE FUELING FACILITIES AS OUTLINED IN THE STAFF REPORT.

## **Request for Payment**

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-1: SUBMITTED BY KAYLA CASTO IN THE AGREED SETTLEMENT AMOUNT OF \$13,750 FOR DAMAGE TO HER VEHICLE, MEDICAL EXPENSES, AND ADDITIONAL COSTS AS A RESULT OF AN INCIDENT WITH A CITY SANITATION TRUCK ON OCTOBER 13, 2023.

## **Donation**

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$3,375.63 FROM THE UNIVERSITY OF OKLAHOMA PRICE COLLEGE OF BUSINESS TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.
7. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE IN THE AMOUNT OF \$2,527.35 FOR THE PURCHASE OF ENDOTRACHEAL TUBES AND INTUBATION EQUIPMENT TO BE USED BY THE NORMAN FIRE DEPARTMENT, AND APPROPRIATION OF THE DONATED FUNDS.
8. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,700 FROM THE CAVINS GROUP LLC OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
9. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$23,855.00 FOR A MURAL TO BE PAINTED ON THE SOUTH EXTERIOR WALL AT THE NORMAN FIREHOUSE ARTS CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE

## **Certificate of Survey**

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-1: FOR MEISER ACRES AND EASEMENT NUMBER E-2425-1 (LOCATED ON THE NORTH SIDE OF TECUMSEH ROAD APPROXIMATELY  $\frac{3}{4}$  MILE EAST OF 24TH AVENUE NE).

## **Contracts**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$103,321 FOR THE BUILDING C (HR/IT) PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND FINAL ACCEPTANCE AND PAYMENT.
12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2122-136: A PROJECT AGREEMENT WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE GRAY STREET TWO WAY PROJECT – UNIVERSITY AVENUE TO PORTER AVENUE, FEDERAL AID PROJECT STP-214C(142)AG, JOB NO. 35956(04).
13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2122-137: A PROJECT AGREEMENT WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE PORTER AVENUE STREETSCAPE PROJECT – ALAMEDA STREET TO ROBINSON STREET, FEDERAL AID PROJECT STP-214B(129)AG, JOB NO. 35321(04).
14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NUMBER TWO AND FINAL ACCEPTANCE OF CONTRACT K-2223-76: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY IN THE AMOUNT OF \$13,885.74 FOR THE ROBINSON STREET WIDENING AND SIGNALIZATION PROJECT.
15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-88, A PROJECT AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE JENKINS AVENUE WIDENING PROJECT – IMHOFF ROAD TO LINDSEY STREET AND RE-ALLOCATION OF FUNDS. ODOT PROJECT J3-6148(004)AG, JOB NUMBER 36148(04).
16. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-111 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$54,694.57 FOR THE REPAIR OF AN INTERSECTION IN THE PINE CREEK ADDITION
17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-125 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC. FOR THE SUNRISE PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$220,000.00

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-7: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND RUDY CONSTRUCTION CO. IN THE AMOUNT OF \$655,256.40 FOR THE DRAINAGE REHABILITATION PROJECT, PERFORMANCE BOND B-2425-9; STATUTORY BOND B-2425-10; MAINTENANCE BOND MB-2425-5; CHANGE ORDER ONE; RESOLUTION R-2425-5 AND APPROVAL OF AN APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-13: A PROJECT AGREEMENT WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE LINDSEY STREET SPECIAL CORRIDOR PROJECT – ELM AVENUE TO JENKINS AVENUE AND RESOLUTION R-2425-9 ADOPTING ODOT AS THE PROJECT AGENT. ODOT PROJECT STP-214B(172)AG, JOB NO. 36870(04).
20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-16: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD ALLIANCE, INC. IN THE AMOUNT OF \$50,000 FOR THE NORMAN NEIGHBORS ACTIVITIES.
21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-17: BY AND BETWEEN THE CITY OF NORMAN AND METROPOLITAN FAIR HOUSING COUNCIL INC. FOR FAIR HOUSING SERVICES AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH YEAR ACTION PLAN.
22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-18: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC. IN THE AMOUNT OF \$100,000 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH YEAR ACTION PLAN.
23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-19: BY AND BETWEEN THE CITY OF NORMAN AND ROSE ROCK HABITAT FOR HUMANITY, INC. FOR ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH YEAR ACTION PLAN.
24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-20: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD HOUSING SERVICES, INC. IN THE AMOUNT OF \$80,000 FOR THE HOME INVESTMENT PARTNERSHIPS STRONG NEIGHBORHOODS INITIATIVE HOMEBUYER PROGRAM.
25. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-27: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND WASTE CONNECTIONS

OF OKLAHOMA, INC., DBA AS OKLAHOMA CITY WASTE DISPOSAL INC., TO PROVIDE SOLID WASTE DISPOSAL AND COMMINGLED RECYCLING PROCESSING SERVICES FOR THE CITY OF NORMAN THROUGH AUGUST 31, 2029.

26. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) OF FEDERAL TRANSIT ADMINISTRATION 5303 FUNDING IN THE AMOUNT OF \$100,000 TO BE USED FOR ELIGIBLE TRANSIT PLANNING ACTIVITIES WITHIN THE CENTRAL OKLAHOMA TRANSPORTATION MANAGEMENT AREA (TMA) AS IDENTIFIED IN THE FY2024 UNIFIED PLANNING WORK PROGRAM (UPWP); APPROVAL OF CONTRACT K-2425-30.

### **Resolutions**

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-15: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$366,577.68 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF CCTV CAMERA UPGRADES (PHASE 2) AT VARIOUS INTERSECTIONS IN NORMAN.

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$595,208.02 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF REFLECTORIZED TRAFFIC SIGNAL BACKPLATES UPGRADES (PHASE 2) AT VARIOUS INTERSECTIONS IN NORMAN.

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-17: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$583,772.57 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE 36<sup>TH</sup> AVENUE NW INTERSECTION WITH CASCADE BOULEVARD IN NORMAN.

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$431,357.23 IN STBG-UZA-SAFETY FUNDING FOR VIDEO DETECTION UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN.

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-19: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$7,500,000.00

IN STBG-UZA FUNDING FOR IMPROVEMENTS TO 36TH AVENUE NW BETWEEN TECUMSEH ROAD AND FRANKLIN ROAD IN NORMAN.

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-20: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,358.48 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.
33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-21: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TAP FUNDING FOR THE CONSTRUCTION OF SIDEWALK ALONG THE SOUTH SIDE OF BOYD STREET FROM BERRY ROAD TO FLOOD AVENUE IN NORMAN.
34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-22: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$5,413,176.03 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO LINDSEY STREET BETWEEN PICKARD AVENUE AND ELM AVENUE IN NORMAN.
35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-23: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,600,104 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO THE 36<sup>TH</sup> AVENUE NW INTERSECTION WITH TECUMSEH ROAD IN NORMAN.
36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-24: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$831,512 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO THE 36TH AVENUE NW INTERSECTION WITH CRAIL DRIVE IN NORMAN.
37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-29: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY CARL SHANON SMITH UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *CARL SHANON SMITH V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2023-00163 Q; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY,

OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

38. CONSIDERATION OF ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-30: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR THE APPROVAL OF MAY 30, 2024, AMENDMENTS TO THE 1983 AMENDED AGREEMENT CREATING THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).

## **NON-CONSENT ITEMS**

39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ACKNOWLEDGING THE OKLAHOMA TURNPIKE AUTHORITY'S ACCESS OKLAHOMA PROGRAM TO IMPROVE AND CONSTRUCT TURNPIKE FACILITIES IN THE CITY OF NORMAN AND TO PROTECT AND PRESERVE THE LAKE THUNDERBIRD WATERSHED, THE CANADIAN RIVER CORRIDOR, THE CITY'S DRINKING WATER SUPPLY, AND THE CITY'S FLOOD HAZARD AREAS.

## **MISCELLANEOUS COMMENTS**

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

## **ADJOURNMENT**



**File Attachments for Item:**

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

CITY COUNCIL MEETING MINUTES OF JULY 25, 2023.

NORMAN UTILITY AUTHORITY MEETING MINUTES OF JULY 25, 2023.

NORMAN MUNICIPAL AUTHORITY MEETING MINUTES OF JULY 25, 2023.

NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF JULY 25, 2023.

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF FEBRUARY 1, 2024, MARCH 7, 2024 AND MAY 2, 2024.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MAY 16, 2024 AND JUNE 20, 2024.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

**REQUESTER:** Brenda Hall, City Clerk

**PRESENTER:** Brenda Hall, City Clerk

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

CITY COUNCIL MEETING MINUTES OF JULY 25, 2023.

NORMAN UTILITY AUTHORITY MEETING MINUTES OF JULY 25, 2023.

NORMAN MUNICIPAL AUTHORITY MEETING MINUTES OF JULY 25, 2023.

NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING MINUTES OF JULY 25, 2023.

CITY COUNCIL BUSINESS AND COMMUNITY AFFAIRS COMMITTEE MEETING MINUTES OF FEBRUARY 1, 2024, MARCH 7, 2024 AND MAY 2, 2024.

CITY COUNCIL FINANCE COMMITTEE MEETING MINUTES OF MAY 16, 2024 AND JUNE 20, 2024.

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# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, July 25, 2023 at 6:30 PM

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## MINUTES

### **City Council, Norman Utilities Authority, Norman Municipal Authority, and Norman Tax Increment Finance Authority**

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, on the 25th day of July, 2023, at 6:30 p.m., and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

### **CALL TO ORDER**

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

### **ROLL CALL**

#### **PRESENT**

Mayor Larry Heikkila  
Councilmember Ward 1 Austin Ball  
Councilmember Ward 2 Lauren Schueler  
Councilmember Ward 3 Bree Montoya  
Councilmember Ward 4 Helen Grant  
Councilmember Ward 5 Michael Nash  
Councilmember Ward 6 Elizabeth Foreman  
Councilmember Ward 7 Stephen Holman  
Councilmember Ward 8 Matthew Peacock

### **PLEDGE OF ALLEGIANCE**

Mayor Heikkila led the Pledge of Allegiance.

1. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS:  
CITY COUNCIL SPECIAL MEETING MINUTES OF FEBRUARY 28, 2023  
CITY COUNCIL CONFERENCE MEETING MINUTES OF APRIL 11, 2023  
CITY COUNCIL STUDY SESSION MEETING MINUTES OF APRIL 18, 2023  
CITY COUNCIL CONFERENCE MINUTES OF APRIL 25, 2023  
CITY COUNCIL SPECIAL MEETING MINUTES OF JUNE 6, 2023

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

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

**The Minutes were Approved.**

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## **COUNCIL ANNOUNCEMENTS**

Councilmember Schueler reminded residents that she will not be at the meeting on August 8, 2023.

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Councilmember Montoya thanked Staff for responding to constituents requests.

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Councilmember Montoya wanted to send her condolences to the family of the shooting victim.

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Councilmember Montoya thanks audience members and residents who were watching the meeting online.

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Councilmember Grant spoke favorable about the recent Artwalk.

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Councilmember Grant mentioned that she had been working on potentially scheduling a 988 Service Provider meeting as a way to educate others in the community.

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Council Announcements, continued:

Councilmember Grant reminded residents about the temporary closure due to the construction on Porter Avenue and Eufaula Street.

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Councilmember Holman reminded residents about the city is still accepting Youth Council applications.

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Councilmember Holman spoke about his perspective on serving as a Councilmember and the commitment and dedication that is required.

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Councilmember Peacock mentioned that Chuck E. Cheese will be having their grand re-opening this weekend.

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## CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 2 through Item 28 be placed on the consent docket.

Motion to Place Items 2 through 28 on the Consent Docket was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

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

**Items 2 through 28 were Placed on the Consent Docket.**

Motion to Approve Items 2 through 28 on the Consent Docket was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Foreman.

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

**Items 2 through 28 were Approved on the Consent Docket.**

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2. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-31 UPON FIRST READING BY TITLE: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, IN ORDER TO REMOVE DUPLICATIVE LANGUAGE, CLARIFY LANGUAGE, AND CORRECT MISTAKES, OMISSIONS OR ERRORS, UPDATE REFERENCES TO THE RECODIFIED MUNICIPAL CODE, REFERENCE UPDATED ENGINEERING DESIGN CRITERIA, TO AMEND THE CERTIFICATE OF COMPLIANCE APPLICATION REQUIREMENTS FOR SITE PLAN REQUIREMENTS, AND TO AMEND TO ADD ADMINISTRATIVE ADJUSTMENT AUTHORITY TO ADDRESS UTILITY AND RELATED INFRASTRUCTURE CONFLICTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

**Ordinance O-2223-31 was Adopted Upon First Reading by Title.**

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3. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-45 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE LOT EIGHT (8), BLOCK ONE (1), OF ADBAR #2 ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE I-1, LIGHT INDUSTRIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1001 N. University Boulevard)

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

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

**Ordinance O-2223-45 was Adopted Upon First Reading by Title.**

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4. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE 0-2223-47 UPON FIRST READING BY TITLE: AN ORDINANCE AMENDING THE CENTER CITY FORM BASED CODE, ADOPTED BY REFERENCE IN CHAPTER 36 ("ZONING") AT SECTION 36-540, OF THE CODE OF THE CITY OF NORMAN, TO AMEND THE CENTER CITY REGULATING PLAN MAP TO AMEND THE REQUIRED BUILD LINE ALONG THE NORTH SIDE OF BOYD STREET FROM A POINT STARTING WEST OF MONNETT AVENUE AND CONTINUING TO THE BNSF RAILROAD RIGHT-OF-WAY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

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

**Ordinance O-2223-47 was Adopted Upon First Reading by Title**

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5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2324-5 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, STATE OF OKLAHOMA (THE "CITY"), ON THE 10<sup>th</sup> DAY OF OCTOBER, 2023, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED QUALIFIED ELECTORS OF SAID CITY THE QUESTION OF THE ISSUANCE OF THE BONDS OF SAID CITY IN AN AMOUNT NOT TO EXCEED THE SUM OF FIFTY MILLION DOLLARS (\$50,000,000) TO BE ISSUED IN SERIES TO PROVIDE FUNDS FOR THE PURPOSES OF CONSTRUCTING, RECONSTRUCTING, REPAIRING, IMPROVING, AND REHABILITATING BRIDGES IN THE CITY (INCLUDING LIGHTING, SIDEWALKS/BIKEPATHS, LANDSCAPING, RELATED DRAINAGE IMPROVEMENTS, DRIVEWAY RECONSTRUCTION, AND OTHER RELATED IMPROVEMENTS); AND LEVYING AND COLLECTING AN ANNUAL TAX, IN ADDITION TO ALL OTHER TAXES, UPON ALL THE TAXABLE PROPERTY IN SAID CITY FOR THE PAYMENT OF THE INTEREST AND PRINCIPAL ON SAID BONDS; AND DECLARING AN EMERGENCY.

Item 5, continued:

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

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

**Ordinance O-2324-5 was Adopted Upon First Reading by Title.**

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6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF JUNE 30, 2023, AND DIRECTING THE FILING THEREOF.

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

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

**Receipt of the Finance Director's Investment Report as of June 30, 2023, was Acknowledged.**

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

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

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

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

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

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

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

**Receipt of the City Manager's Contract and Change Order Report was Acknowledged.**

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9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PAYMENT OF FYE 2024 DUES ASSESSMENT IN THE AMOUNT OF \$79,182 TO THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS FOR THE PERIOD OF JULY 1, 2023, THROUGH JUNE 30, 2024.

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

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

**Payment of Dues Assessment in the Amount of \$79,182 to the Association of Central Oklahoma Governments was Approved.**

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10. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-81: SUBMITTED BY BRENNTAG SOUTHWEST, INC., IN THE AMOUNT OF \$0.1975 PER POUND FOR THE PURCHASE OF BULK SODIUM HYPOCHLORITE FOR THE WATER TREATMENT FACILITY.

Item 10, continued:

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

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

**Bid B-2223-81 was Awarded.**

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11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONSENT TO ENCROACH EN-2324-2: FOR LOT 6, BLOCK 4, LAS COLINAS ADDITION, SECTION 1, CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA. (4410 ESCALON DRIVE)

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

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

**Consent to Encroach E-2324-2 was Approved and the filing thereof with the Cleveland County Clerk was directed.**

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12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2223-118: BY AND BETWEEN THE CITY OF NORMAN UTILITIES AUTHORITY AND KRAPFF-REYNOLDS CONSTRUCTION COMPANY IN THE AMOUNT OF \$55,714 FOR AN EMERGENCY REPAIR TO A COLLAPSED SANITARY SEWER MAIN AS OUTLINED IN THE STAFF REPORT.

**Acting as the Norman Utilities Authority**

Item 12, continued:

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

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

**Change Order One to Contract K-2223-118 was Approved.**

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13. CONSIDERATION OF AWARDDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2223-75 AND CONTRACT K-2324-2 IN THE AMOUNT OF \$330,885.50 and CO #1 IN THE AMOUNT OF \$7,802 FOR A TOTAL AMOUNT OF \$338,687.50 BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE LLC.. FOR THE FYE 2024 SIDEWALK CONCRETE PROJECTS, PERFORMANCE BOND B-2324-3; STATUTORY BOND B-2324-4; MAINTENANCE BOND MB-2324-2; RESOLUTION R-2324-2 GRANTING TAX-EXEMPT STATUS; AND BUDGET TRANSFER.

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

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

**Bid B-2223-75 was Accepted and; Contract K-2324-2; Resolution R-2324-2; Associated Bonds and Budget Transfer were Adopted and Approved.**

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14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-4, CONTRACT K-2324-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY IN THE AMOUNT OF \$478,290.75, PERFORMANCE BOND B-2324-5, STATUTORY BOND B-2324-6, AND MAINTENANCE BOND MB-2324-3 FOR THE FYE 2024 BRIDGE MAINTENANCE PROGRAM, AND RESOLUTION R-2324-5 GRANTING TAX-EXEMPT STATUS.

Item 14, continued:

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

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

**Bid B-2324-4 was Accepted and; Contract K-2324-4; Resolution R-2324-5; Associated Bonds were Adopted and Approved.**

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15. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-1 AND CONTRACT K-2324-6; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY IN THE AMOUNT OF \$1,340,825 FOR THE URBAN CONCRETE PAVEMENT - FYE 2024 LOCATIONS, BID 1 PROJECT; PERFORMANCE BOND B-2324-3; STATUTORY BOND B-2324-4; MAINTENANCE BOND MB-2324-2; AND RESOLUTION R-2324-7 GRANTING TAX-EXEMPT STATUS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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

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

**Bid 2324-1 was Accepted; Contract K-2324-6; Resolution R-2324-7; and Associated Bonds and Budget Appropriation were Adopted and Approved.**

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16. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-2 AND CONTRACT K-2324-7; BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ARROYO'S CONCRETE, LLC IN THE AMOUNT OF \$1,337,100 FOR THE URBAN CONCRETE PAVEMENT - FYE 2024 LOCATIONS, BID 2 PROJECT; PERFORMANCE BOND B-2324-11; STATUTORY BOND B-2324-12; MAINTENANCE BOND MB-2324-6; AND RESOLUTION R-2324-8 GRANTING TAX-EXEMPT STATUS; AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT



Item 16, continued:

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

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

**Bid B-2324-4 was Accepted and; Contract K-2324-7; Resolution R-2324-8; Associated Bonds and Budget Appropriation were Adopted and Approved.**

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17. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2324-3 AND CONTRACT K-2324-8: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND INNOVATIVE ROADWAY SOLUTIONS, LLC, IN THE AMOUNT OF \$328,531.58 FOR THE ASPHALT PREVENTIVE MAINTENANCE, FYE 2024 LOCATIONS PROJECT, PERFORMANCE BOND B-2324-13; STATUTORY BOND B2324-13; MAINTENANCE BOND MB-2324-7, AND RESOLUTION R-2324-9 GRANTING TAX-EXEMPT STATUS

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

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

**Bid B-2324-3 was Accepted and; Contract K-2324-8; Resolution R-2324-9; Associated Bonds and Budget Transfer were Adopted and Approved.**

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18. CONSIDERATION OF THE ACCEPTANCE OF CERTIFIED LOCAL GOVERNMENTS GRANT FUNDING IN THE AMOUNT OF \$18,375 TO BE USED FOR THE DEVELOPMENT AND SUPPORT OF LOCAL HISTORIC PROGRAMS, APPROVAL OF CONTRACT K-2324-28 WITH THE OKLAHOMA HISTORICAL SOCIETY, STATE HISTORIC PRESERVATION OFFICE, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Item 18, continued:

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

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

**Grant was Accepted and Contract K-2324-28 was Approved.**

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19. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-29: A RIGHT OF WAY LICENSE BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND S&S NOODLE AND TAPAS BAR, LLC. AS LICENSEE, ALLOWING THE LICENSEE TO MAINTAIN AND UTILIZE CERTAIN IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY FOR A LIMITED PERIOD OF TIME.

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

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

**Contract K-2324-29 was Approved.**

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20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-41: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE FIREHOUSE ART CENTER, INC. IN THE AMOUNT OF \$120,000 TO ASSIST WITH THE OPERATION OF THE CENTER.

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

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

**Contract K-2324-41 was Approved.**

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2324-43: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE ALTERNATIVE DISPUTE RESOLUTION SYSTEM OF THE STATE OF OKLAHOMA FOR CERTIFYING NORMAN'S DISPUTE MEDIATION PROGRAM BEGINNING JULY 1, 2023 AND ENDING JUNE 30, 2024.

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

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

**Contract K-2324-43 was Approved.**

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22. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-46: A CONTRACT BETWEEN THE CITY OF NORMAN, THE NORMAN UTILITIES AUTHORITY AND RDG PLANNING & DESIGN, INC. FOR AN AMOUNT AS MUCH AS \$2,394,627 FOR PROFESSIONAL COMPREHENSIVE PLANNING SERVICES AND FOR BUDGET APPROPRIATIONS AND TRANSFERS AS OUTLINED IN THE STAFF REPORT.

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

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

**Contract K-2324-46 was Approved.**

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23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2324-49: A RIGHT OF WAY LICENSE BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SYRUP, LLC. AS LICENSEE, ALLOWING THE LICENSEE TO MAINTAIN AND UTILIZE CERTAIN IMPROVEMENTS IN THE PUBLIC RIGHT OF WAY FOR A LIMITED PERIOD OF TIME.

Item 23, continued:

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

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

**Contract K-2324-49 was Approved.**

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24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A COURT ORDER: A RECOMMENDATION FOR APPROVAL OF A COURT ORDER IN THE AMOUNT OF \$33,915.00 REGARDING MALIA JESSIE ADAMS (ROSS) VS. THE CITY OF NORMAN, OKLAHOMA WORKERS' COMPENSATION COMMISSION CASE 2020-01069 Q.

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

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

**Court Order was Approved.**

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25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF TRAFFIC SIGNAL INTERCONNECTION UPGRADE ON 12<sup>TH</sup> AVE NE, FROM ROCK CREEK ROAD TO TECUMSEH ROAD IN NORMAN.

Item 25, continued:

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

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

**Resolution R-2324-18 was Adopted.**

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26. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-19: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF TRAFFIC SIGNAL INTERCONNECTION UPGRADE ON TECUMSEH ROAD, FROM 12<sup>TH</sup> AVE. NW TO 12<sup>TH</sup> AVE NE IN NORMAN.

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

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

**Resolution R-2324-19 was Adopted.**

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27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-20: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF VIDEO DETECTION UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN.

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

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

**Resolution R-2324-20 was Adopted.**

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28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2324-21: REQUESTING ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) SURFACE TRANSPORTATION BLOCK GRANT PROGRAM – URBANIZED AREA (STBG-UZA) FUNDING FOR ENHANCEMENTS TO THE CITY'S PUBLIC TRANSIT FLEET.

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

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

**Resolution R-2324-21 was Adopted.**

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**NON-CONSENT ITEMS**

29. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-39 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE WEST HALF OF LOT FIFTEEN (15) AND THE WEST SEVEN AND ONE-HALF FEET (7 1/2') OF THE EAST HALF OF LOT FIFTEEN (15), IN BLOCK ONE (1), LESS AND EXCEPT THE WEST FIFTEEN FEET (15') OF LOT FIFTEEN (15), OF LINCOLN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-3, MULTI-FAMILY DWELLING DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (485 COLLEGE AVE)

Motion to Approve Ordinance O-2223-39 Upon Second Reading was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 8 Peacock.

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



Item 29, continued:

Participants in Discussion:

1. Mr. Stephen Teel, applicant
2. Mr. Evan Dunn, Ward 7, proponent

**Ordinance O-2223-39 was Approved Upon Second Reading.**

Motion to Adopt Ordinance O-2223-39 Upon Final Reading was made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 7 Holman.

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

**Ordinance O-2223-39 was Adopted Upon Final Reading.**

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30. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2223-46 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A PUBLIC UTILITY IN THE A-2, RURAL AGRICULTURAL DISTRICT FOR PART OF THE NORTHEAST QUARTER (NE/4) OF SECTION NINE (9), TOWNSHIP NINE (9) NORTH, RANGE THREE (3) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (SOUTHWEST CORNER OF 48TH AVENUE N.W. AND WEST FRANKLIN ROAD)

Motion to Adopt Ordinance O-2223-46 Upon Second Reading was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 2 Schueler.

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

Participants in Discussion:

1. Ms. Amanda Carpenter, Attorney, applicant representative
2. Mr. Evan Dunn, Ward 7, made comments

**Ordinance O-2223-46 was Adopted Upon Second Reading.**

Item 30, continued:

Motion to Adopt Ordinance O-2223-46 Upon Final Reading was made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 6 Foreman.

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

**Ordinance O-2223-46 was Adopted Upon Final Reading.**

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### **MISCELLANEOUS COMMENTS**

Ms. Dianna Hutzal, Ward 5, spoke about crime statistics in Norman.

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Ms. Becky Bendure, Ward 2, spoke about the importance of the safety of children in Norman against the unhoused population.

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Ms. Diane Wheeler, Ward 8, spoke about the crime statistics on the Norman Police Departments website.

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Mr. Brock Trotter, Ward 4, stated he no longer feels safe due to the unhoused population and crime in his neighborhood.

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Ms. Robin Strader, Ward 5, spoke about the drainage issues on her property.

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Ms. Karlinda Gravel, Ward 4, spoke about the process of how to make a report with the Norman Police Department regarding the unhoused population or someone having a mental crisis.

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Ms. Chelsey Gravel, Ward 4, spoke about unpleasant experiences at the Artwalk and issues at Sprouts.

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Mr. Evan Dunn, Ward 7, spoke about permaculture, cancer risks and sleep studies.

Miscellaneous Comments, continued:

Ms. Mary Francis, Ward 7, spoke about the potential teamsters strike.

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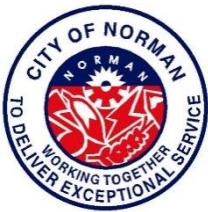
## ADJOURNMENT

The Meeting Adjourned at 7:34 p.m.

ATTEST:

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

\_\_\_\_\_  
Mayor



# CITY OF NORMAN, OK CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS COMMITTEE MEETING

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

Thursday, February 01, 2024 at 4:00 PM

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## MINUTES

The City Council Business & Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room on the 1<sup>st</sup> day of February, 2024, at 4:00 p.m. and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

### CALL TO ORDER

Chairman Peacock called meeting to order at 4:00 P.M.

### PRESENT:

Councilmember Ward 4 Helen Grant  
Councilmember Ward 5 Michael Nash  
Councilmember Ward 8 Matthew Peacock (Chair)

### OTHERS PRESENT:

Councilmember Ward 2 Lauren Schueler  
Councilmember Ward 7 Stephen Holman  
Mr. Anthony Francisco, Finance Director  
Mr. Chris Mattingly, Utilities Director  
Ms. Kathryn Walker, City Attorney  
Mr. Scott Sturtz, Interim Public Works Director  
Ms. AshLynn Wilkerson, Assistant City Attorney I  
Ms. Sandra Simeroth, Administrative Tech. III

# 1. **DISCUSSION REGARDING THE DEVELOPMENT OF A TAX INCREMENT FINANCE DISTRICT MASTER PLAN.**

Ms. Kathryn Walker, City Attorney, said the legal basis for Tax Increment Finance (TIF) and the Local Development Act was adopted in 1992 to implement Article X, Section 6C. which authorized legislature to adopt laws that allow Cities to provide for incentives, exemptions and other relief for certain areas that need help with public improvements. TIF's are used to generate new employment opportunities through the creation of new enterprises; new economic activity; new investments, and attract investment to areas of need. TIF's generate new residential and commercial investment that enhances quality of life, education and economic stability. TIF's can be used in Enterprise areas, Historic Preservation areas and Reinvestment areas as to preserve or enhance the tax base in which 50% or more of the structures are 35 years old or older. If structures in zones are 35 years old or economic stagnation it could possibly get qualified through as a Reinvestment Area, it's just not automatically qualified.

Enterprise Zones are through the Department of Commerce and the Federal Government. The agencies then establish opportunity zones and produce new maps grandfathering in the previous year's zoning while adding new areas to the Enterprise Zones annually.

Identifying sites for the TIF Master Plan Staff will determine the following:

- Does it qualify in one of the areas can Staff produce the gathered information.
- What is the level of public improvements are needed to improve the area.
- An example TIF was Campus Corners one million dollars, it provided sidewalks and street lights and the City was able to pay that back quickly.
- If Council creates a TIF is there vacant lots or areas prime for redevelopment that would generate additional property and sales tax to help fund all the public improvements.
- There are others that are not in the Enterprises Zones, but may qualify in the Reinvestment Area.
- Some easy ones to consider are the Griffin property, the property at 12<sup>th</sup> and Lindsey, and any others that Council want to add to list.

Councilmembers would like to see areas improved at Robinson Street and Porter Avenue; revisit Campus Corner; Ed Noble Parkway; N. Flood Avenue between Acres Street and Robinson Street; and Perfect Swing to stimulate property to re-develop; Sooner Mall; east of the Railroad tracks to Ponca Avenue; Alameda Street and East 12th Avenue SE; N. Flood between Acres Street and Robinson Street; and Perfect Swing to stimulate property to re-develop; The West Lindsey strip mall does not look very nice, but there is not an empty storefront right now, but needs incentives to make it look nicer.

Chairman Peacock said there could be a Façade Grant that would work out well for that strip mall.

Ms. Walker said Council could also consider a sales tax rebate to get a grocery store in that area

Chairman Peacock said Oklahoma City passed a TIF for an apartment complex in downtown and 50% of the units were to remain affordable housing. The TIF only went towards the below market rate units with the stipulation the developer had to pass those savings on to the consumers for the next 25 years. He said his motivation to get this topic out here and the idea of a Master Plan is to determine the needs, when the appropriate time would be to trigger it to be able to play off other TIF districts. He said Council can plan and time out all the improvements much like Oklahoma City (OKC) has done where the increment districts are specific, but the project area is the entire city.

Ms. Walker said OKC has one TIF district for the downtown area, but they have multiple increment districts under that and that's what triggers the 25-year timeline so if something gets ready to start OKC can trigger that under that existing project plan and just do an amendment to create a new increment district. Typically, a project area would be defined with a TIF Plan to start with and draw the project area larger and set it up for future increment districts to be created under that guide line. Oklahoma City still goes through a Statutory Review Committee process because even though you are not creating a brand new plan it is definitely a substantial change so you have to go through the same process by Statute.

Mr. Anthony Francisco, Director of Finance, said cost benefit analysis will show how much benefit the General Fund would get from this development that Council may want to subsidize through a TIF district. If Council decided it is worth it, then yes there would be some cost to the General Fund in the portion of taxes. He said when he says General Fund he may not be talking about the City's General Fund, but rather the County or the School District. Those are the considerations that each jurisdiction has to make. If Council has approved a TIF district it can be assumed the benefit outweighs the cost.

Ms. Walker said with each TIF created Council must make sure to look at the project cost.

Items submitted for the record:

Development of a TIF Master Plan and Public/Private Financing of the Sam Noble Museum.

## **2. DISCUSSION REGARDING A PUBLIC/PRIVATE FINANCING COLLABORATION AS USED FOR THE CONSTRUCTION OF THE SAM NOBLE MUSEUM OF HISTORY.**

Mr. Francisco said this discussion came about as Council was discussing the University North Park Entertainment District proposal. He said he is going to be calling this project the Weather Museum and the interest from City Council is that it might be politically very popular. He said the Sam Noble Museum was financed as the result of an initiative petition that came forward after the Museum became the State Museum of Natural History. There were a group of citizens who presented a petition to the Council with 2771 signatures and the Council put it on the ballot in November of 1991 and it passed by two thirds vote. The bonds were issued in 1994 for about \$5 million in seed money for the construction of Sam Noble Museum. It is important to understand the obligation bonds were Economic or Industrial Development bonds.

There is a specific section of the Oklahoma Constitution that enables municipalities to issue Industrial or Economic Development Bonds with a simple majority vote. It is called a Limited Tax General Obligation Bond because this section of the Constitution limits the millage rate to 5 mills and that it is accumulative. The City can only have 5 mills of outstanding Industrial Development bonds. In Norman's case that is about \$55 million cumulatively that could be issue under this section of the Constitution. There are only two sections of the Constitution that enables simple Majority General Obligation bonds to be voted on and approved by the voters one is for public utilities. This would qualify as an Economic development bond and what Mr. Forsyth and participants at the existing weather museum have talked about is \$10 to \$15 million worth of seed money toward their proposed \$110 million Weather Museum project. Very similar to the Sam Noble Museum and the Stovall Museum having already had the artifacts on hand the Weather Museum is just needing a building. He said he does not know for a fact that Team Norman, the OU foundation, or the Weather Museum officials want to propose this to a vote for the public, but it is an alternative way of getting the seed money in place if voters would approve it. The proposal identifying unlike a TIF it would have a new source of revenue to pay for it.

Chairman Peacock asked if it had to be location specific and whether a site has been picked out.

Mr. Francisco said that would be put into the Ordinance, but yes the proposal area they want, would be placed in the University North Park area right up against the runway of the airport because a lot of what they want to do relates to weather and aviation.

Chairman Peacock asked if the City of Norman has any outstanding millage bonds.

Mr. Francisco said the City has no outstanding mills right now. He said Industrial Development bonds are very broad in terms of use, but limited to 5 mills.

Councilmember Grant supports the project and ask about interest rates.

Mr. Francisco said Staff will always try to get the lowest rates possible, but the market drives and determines the interest rate.

Councilmember Schueler said the feasibility study showed that there could be a corporate push and fund raising. In having talks with the state and with the tourism department as a whole, I believe everyone recognizes that Norman is the place for this to be built and by us acting quickly it will show them that we do want it here.

Chairman Peacock said yes very exciting and an incredible opportunity what do you need from us for this direction?

Mr. Francisco said Staff can bring this to the City Manager regarding timing and get this Ordinance before Council.

Chairman Peacock said Staff should get with the Weather Museum and see where they want to be in the timeline and go from there.



## ADJOURNMENT

The meeting was adjourned at 4:52 P.M.

ATTEST:

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

\_\_\_\_\_  
Mayor



# CITY OF NORMAN, OK CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS COMMITTEE MEETING

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

Thursday, March 07, 2024 at 4:00 PM

## MINUTES

The City Council Business & Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room on the 7 day of March, 2024, at 4:00 p.m. and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

### CALL TO ORDER

Councilmember Peacock called meeting to order at 4:00pm

### PRESENT:

Councilmember Matthew Peacock  
Councilmember Helen Grant  
Councilmember Michael Nash

### OTHERS PRESENT:

Councilmember Lauren Schueler  
Councilmember Stephen Holman  
Mr. Anthony Francisco –Director of Finance  
Ms. Beth Muckala – Assistant City Attorney III  
Ms. Jane Hudson – Planning & Community Development Director  
Ms. Kathryn Walker – City Attorney  
Mr. Scott Sturtz – Interim Public Works Director  
Ms. Shaakira Calnick – Internal Auditor  
Ms. Roné Tromble – Administrative Tech. IV  
Ms. Kelly Abell- Planner I  
Ms. Sandra Simeroth – Administrative Tech. III

### AGENDA ITEM

#### 1. DISCUSSION REGARDING ACCESSORY COMMERCIAL UNITS.

Ms. Jane Hudson Planning and Community Development director said, we had this before BACA back in December of 2021. I was going to recap some of that before we moved on to more of the presentation. From our previous discussion, one of the

things that really kept coming back around was this idea of the neighborhood engagement, and really it was focused on the Core. Does Council want to have meetings and break it into sections and ask the neighbors: What are you looking for? What does and doesn't work? And really get the neighborhood engaged. One of the points from that last meeting, was could we get Neighborhood Alliance to come in and start that organization with getting those meetings set up. Their contract will renew on July 1<sup>st</sup>, so that would be a good time, if that's something that Council wanted to expand into their contract.

Council also kept circling back around on the standard of expectation, utilizing existing structures. Council didn't really want to come in and change a lot; don't change the footprint. You wanted to make sure that we were going to be able to keep the neighborhood intact. Additionally discussed that council didn't want an applicant to have to come in and do a SPUD. Staff has come up with the idea of having a Neighborhood Commercial District Zone that council would adopt and put into the Zoning Ordinance. But we also thought it was still really important for the applicants to still come to Council and give the neighbors the ability to have the Pre-Development meeting with them and express any concerns but not have to write an actual SPUD. The City would have a checklist of the small amount of uses that they could do within that Neighborhood Commercial, and have the opportunity for Council to look at that.

It would be similar to Special Use Permit but it would just be that straight zoning. So we wouldn't have to have them write anything. We were really looking at just some specific very applicable neighborhood uses. We also were talking about the change of ownership, and when they do sell the business, is somebody going to come in and really uphold what council has already approved? So we could go out and make sure that they're still doing what was approved. There is a fee for that, but we wouldn't have to charge the fee. We could at least just reissue maybe a Certificate of Compliance or Certificate of Occupancy for them, to make sure that we have visited the site and that we're going to move forward with what was adopted.

In the previous Plan Norman, Councilmember Hall pointed out they actually had a type in there for Neighborhood Commercial Node, in that one that they'd actually had an area requirement of one-half acre. This is just a generalized definition of the Neighborhood Commercial we had gone over last time. Then our definition of the Local Commercial is here, in C-1. So we look at this as a Local Commercial District, but the uses that were included in the C-1 really are outside of what we have been talking about as uses that we would want to see. We will obviously pull from some of that, but we need to really limit that. These are just the straight reuse of existing buildings for the neighborhood commercial.

Then I also have the presentation on the Accessory Commercial Unit. Those are obviously the existing buildings, but they're also connected to the residential structures that are there on the lot.

## Item 1 continued

Councilmember Peacock, Most residents are thinking we're not going to do that! But when you see the actual example, they're beautiful little projects. They're small, and they fit in the neighborhood. I know we're talking about Accessory Commercial Units, but I think you really hit the intent of what I wanted to have a discussion about. I think the broader discussion is how do we get commercial services into neighborhoods without dropping a bunch of 7-11s?

Ms. Jane Hudson, Norman has Midway this is a corner lot, The Earth, we have mid-block, and it was there in 1954 when zoning 884 ordinance was done, both have been there a lot of years. Clearly it can be successful and it is not deterring from the neighborhood. Over to the west there's a commercial zoning and it is mid-block they turned it into a daycare. Prior to it becoming a daycare, it was a retail use, same thing on Iowa it is mid-block.

Councilmember Peacock, The concept is not new, this is how a city used to build itself. We're just trying to revive the old concept.

Ms. Jane Hudson, I wanted to find out from you. Do you want us to go ahead and approach Neighborhood Alliance and see if that's something that they would be willing to start the discussion and possibly look at adding it to the contract. Start the neighborhood meetings?

Councilmember's agree we should definitely use the Neighborhood Alliance. They have valuable input for the developers about what their neighborhood might support. They could help us flush out that list of uses. You take that list of C-1 uses and check off the ones that don't work for a neighborhood and continue down the list until you get a list with neighborhood feedback

Councilmember Peacock – I love the presentation, the only concern I have is I want to see two paths. Because we talked about Accessory Units, and we talked about Neighborhood Commercial. I think Midway Deli, The Earth, that's Neighborhood Commercial, but not really Accessory. But if you have a principle dwelling, if you could build an ADU off the alley, we would be able to build an ACU off the alley. I just think it is two different things. So I don't want to try to marry them too much. Obviously the goal is to get Neighborhood Commercial. So if that is the straight path forward, that's the one we should focus on. But I also think there's an angle for accessory commercial units as well.

Ms. Jane Hudson, when people come in and want to do an accessory commercial unit right now, they could easily do that under a SPUD today, but maybe they don't realize that and we need to get this public discussion going.. When we get Neighborhood Alliance onboard, maybe it's just the neighborhood meetings

Councilmember Peacock – Do you have direction?

Jane Hudson – I do.

## 2. DISCUSSION REGARDING A REQUEST FROM THE WEATHER MUSEUM TO HOLD A GENERAL OBLIGATION BOND ELECTION FOR THE CONSTRUCTION OF A NEW WEATHER MUSEUM.

Ms. Kathryn Walker City Attorney said, - Talked about this in 1<sup>st</sup> meeting in February it's coming back because we have a specific request from Ross Forsight, to place this on ballot proposition on the ballot for June for General Obligation Tax Bond.

That would require that this be put on the agenda on Tuesday and felt like we need to discuss this before going to Council and this meeting was available. The 1<sup>st</sup> read on ordinance would be March 12, 2024 and the second read would be March 26, 2024 if the June 25, 2024 election date were to go forward.

He is asking for 15 million dollars of seed money for purpose of purchasing land, construction equipping planning, branding and development and any other activities to aid in the obtaining of gifts or grants to create, The National Weather Museum and Science Center- Weather Experience. He is anticipating the cost of the facility would exceed 100 million and the bonds would be issued immediately to fund those beginning activities.

He is mentioning the jobs that will come from the construction of the facility, the future tourism opportunities and additional revenue opportunities. When we talked in February, Anthony talked through the Constitutional provision that authorizes these kind of bonds we can take up to 30 years to pay them.

Possible ballot language For the Broad Purpose of Economic and Community Development then we could narrow it down to this specific project we could put more information in there it would just limit our flexibility within this Ordinance it's up to Council if you want some restrictions or if you want to be more flexible because of this provision in the Constitution. I talked to Bond Council to confirm that it's so broad for economic development purposes, it could be used for a privately owned business and the weather Museum wouldn't necessarily have to be a non-profit. It wouldn't have to be owned by the City that just effects weather it's taxable or non-taxable debt.

Councilmembers in agreement with getting Deliverables attached to it, and wants to know if there are any commitment by other funding available and thinks they should have pledges lined up before we go forward.

Ms. Kathryn Walker, yes we could put something in the election Ordinance itself or putting together a separate agreement that would be approved by council at the same time with all the deliverables. We can have something stating having a smaller amount released immediately and then upon certain deliverables then we would release. Every time you issue the bonds you are incurring costs.

Mr. Anthony Francisco, with OU they did not have money in hand, but they had pledges they had the State's authorized bonds and Noble Foundation had given a \$10 million dollar donation but it was not cash in hand yet, so I think some language that would tie that down would be useful

Ms. Kathryn Walker, Putting it into an agreement gives us flexibility in the future if something happens and we need to adjust, if we put it in the taxing ordinance we are leased.

Mr. Forsight and property owners are having really positive conversations, it's not a contract to purchase. If we put a location in there we are stuck with that location addressing these things with our deliverables. We could put the location in the development agreement that would allow council to make changes if necessary a little easier.

Councilmembers would like an education campaign and who is responsible for running the information around this whose money are we spending.

Ms. Kathryn Walker, we should probably only do the education campaign because it's an election that Council's calling for and hopefully the Weather museum would put together a group for a Yes Campaign and do advocacy if that's what they want to do.

Another thing is you can do a payback for the bonds up to 30 years. We would need to know how long we would want to go. You don't tie up that piece of millage that you can bond against for that small of an amount. We can get some projections together to see what it looks like in 10 years, 15 years for the taxpayers to have that discussion. What you have to put in the ordinance would be the maximum interest rate. That's set in the Constitution is 14%, obviously hopefully not anywhere near that, then the length of the term and then the purpose of those funds.

Councilmembers would be open to an August election if they can get the education campaign done and surveys.

Ms. Katherine Walker, bring it back to BACA in May and possibly a Study Session right after that for all council discussion

Councilmember Peacock, no other question we will come back in May.

## **ADJOURNMENT**

The meeting was adjourned at 4:50pm

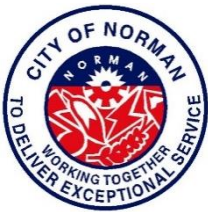
ATTEST:

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City Clerk

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Mayor



# CITY OF NORMAN, OK CITY COUNCIL BUSINESS & COMMUNITY AFFAIRS COMMITTEE MEETING

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

Thursday, May 02, 2024 at 4:00 PM

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## MINUTES

The City Council Business & Community Affairs Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room on the 2nd day of May, 2024, at 4:00 p.m. and notice of the agenda of the meeting were posted at the Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.

### CALL TO ORDER

Chairman Peacock calls meeting to order at 4:00 P.M.

### MEMBERS PRESENT

Councilmember Ward 4 Helen Grant  
Councilmember Ward 5 Michael Nash  
Councilmember Ward 8 Matthew Peacock (Chair)

### OTHERS PRESENT

Mayor Larry Heikkila  
Councilmember Ward 2 Lauren Schueler  
Councilmember Ward 7 Stephen Holman  
Ms. Beth Muckala, Assistant City Attorney III  
Mr. Chris Mattingly, Utilities Director  
Mr. Darrel Pyle, City Manager  
Ms. Jane Hudson, Planning and Community Development Director  
Mr. Jason Olsen, Parks and Recreation Director  
Ms. Kathryn Walker, City Attorney  
Ms. Shaakira Calnick, Internal Auditor  
Ms. Lora Hoggatt, Planning Services Manager  
Ms. Whitney Kline, Administrative Technician III  
Ms. Sandra Simeroth, Administrative Technician III



## 1. DISCUSSION REGARDING THE RESULTS OF THE SURVEY REGARDING POTENTIAL WEATHER MUSEUM.

Mr. Darrel Pyle, City Manager, said the consulting group that conducts surveys on the city's behalf is Amber Integrated and Mr. Jackson Lisle is here to present results of the survey.

Mr. Jackson Lisle, Partner of Amber Integrated, said a survey was conducted of 300 Norman registered voters, regarding quality of life issues. 80% said a potential Weather Museum was somewhat important to very important to what the City of Norman is doing. When asked if they were familiar with the National Weather Museum and that it is affiliated with the National Weather Service 43% said yes, 20% were not aware. Of those polled the majority, 55% very to somewhat likely to support some kind of initiative for the National Weather Museum. Then overall 40% would be opposed to a ten year bond, 40% would approve and 12% would not vote. A lot of their responses was do not focus on this, instead focus on the issues I care about. The Council could use this information as a baseline to move forward with an educational campaign

Councilmember Holman said the residents need more information about exactly what it is. If there were some kind of backing already in place so residents are not the only source of funding, voters may be more likely to support it.

Councilmember Schueler said it might not be property taxes for everybody but it is going to impact the community based on how we are using our sales tax. She would like to move forward to get more information out there.

Chairman Peacock thanked them for the presentation.

## 2. DISCUSSION REGARDING A POTENTIAL CANADIAN RIVER EQUESTRIAN FACILITY.

Mr. Brian Dyer, 4D Productions Owner and Operator, said there is a full 55-page report that we was submitted and he provided an executive summary. This team completed a feasibility study on a livestock venue for the City of Moore, Norman and Cleveland County. The two big questions, one would be what size of livestock venue would today's market support and what is the best location in this area. The report talks about livestock generic and equine. Equine will be standalone and the rest will be categorized as livestock, including poultry. Venues in Oklahoma operate at less than 5% event turnover rate, indicating a lack of availability. Event producers in the region identify a need for more venues, with 85% expressing difficulty in securing dates. The livestock industry is a \$177-billion-dollar industry, which is a 42% increase from 5 years ago. Over 85% of producers say there are not enough venues. Events have grown over 60% and what is happening now is growth. Sixty-four producers doing over 200 events are wanting to know what is Norman going to do. Current venues in Norman, are turning producers away and they cannot find venues with dates. He said 150 to 350 acres is needed to go into the future. He said the current fairgrounds is land locked and that would not be good. If it is not limited to one species, a livestock Expo can be used 52 weeks a year and produce 400 event days. Build two arenas that are climate controlled and two that are outdoor with the consideration of cooperative efforts with the Cleveland County Fair and of Norman Equine Livestock Venue there is a lot of opportunity to be explored. There is

## Item 2, continued

a need for Recreational Vehicles (RV) spots about 150 of them, mobility is a big piece of the equation competitor's travel with their own mobile living quarters, which are fancier than most homes. He said power and sewer will need to be added but the good news is, those are things users will pay for. You are looking at thousands of dollars per day, per person adding to the economy here in Norman.

Chairman Peacock said so those dollars would be invested back into our local economy. Just curious what the financial impact might be, in terms of restaurants, gas stations, and other businesses here be.

Mr. Dyer said Oklahoma City and Tulsa both released economic impacts statements and Oklahoma City in recent years reported of \$130 to \$140 million on an annual basis and Tulsa reported \$124 million annually and they have doubled that this year.

Chairman Peacock said obviously the impact is pretty clear of what the benefit could be. The question is what is the cost. It sounds promising and it has been in several Greenbelt studies.

Councilmember Holman said he was worried about animal waste.

Mr. Dryer said the waste issue has already been solved commercial composting is very common along with several other uses out there.

Councilmember Holman said likes the potential of having a facility like this in Norman and to incorporate a park aspect of it all at the same time.

Ms. Kathryn Walker, City Attorney, said we should probably limit our contribution to the trails from the Norman Forward (NF) to make sure we are staying true to promises.

Chairman Peacock said sounds like we will have to work some things out.

Mr. Joe Carter, Former Councilmember and Norman Veterinarian, said this would fill a mission of Canadian River Parks vision since 1985, that was reaffirmed in 2009 in Greenbelt study and then again in 2015. This could provide millions of dollars in sales tax revenue that could help fund other projects, whether it is affordable housing or for homelessness. It is an underutilized asset. Norman has 20 horse veterinarians and about 15 horse shoer's, which is like a six figure job. Oklahoma City maps program the first item on their list to build is an Arena like what we are talking about, because it will generate revenue to pay for everything else. Just like it makes sense to do the Weather Museum here in Norman, it also makes sense to do this here. Oklahoma is the Quarter horse capital of the world. Oklahoma is an area known for this industry and Mr. Dyers numbers show it would be highly successful.

Chairman Peacock said, it's clear that it would be a great economic impact and reaffirmed in several studies thank you for presentations today.

### 3. **DISCUSSION REGARDING INCLUDING ART BIKE RACKS AT SOME OF THE NORMAN FORWARD FACILITIES.**

Mr. Jason Olsen, Director of Parks and Recreation, said Chairman Peacock asked staff to review where the City has bike racks, the cost of them, their locations and potential future sites and maybe some Norman Forward (NF) sites that are already done. We actually have 42 bike racks located around Norman. Some are downtown on Main Street, Campus Corner and on Lindsey Street. We also have some that are in Norman Parks. Bike racks were under the Public Art Board, which fell under Parks and Recreation and the City was partnered with them. Through a Council action that ordinance was updated and now it is fully under the Norman Art Council, which is now referred to as the Public Art Committee who have actually funded them. Staff has redone about 17 in the last twelve months. Staff came up with a list for future sites, estimating around \$5000.00 per bike rack in 10-11 different sites if we added them to the NF projects. Staff has had conversations with private businesses, and they are willing to donate to the Public Arts Committee to get a bike rack put in front of their businesses.

Chairman Peacock said the reason I was asking about the NF projects was because they are highly visible and fairly unique in their own way. There is a branding opportunity making this opportunity to do a bike rack that fits the idea or concept. Making this kind of street furniture unique to Norman.

Councilmember Grant said she is in favor of this and thinks it would be fun to put a QR code on them so you can tag yourself in photos.

Chairman Peacock would like to take the opportunity to be able to get these out there especially with NF projects. He said they could be spread out over several years.

Councilmember Grant said that businesses could commission an artist and give them their concept and then move it forward to us.

Mr. Olsen said they could most definitely do that and bring it to us. Sometimes we could even put them in "Right of Ways" depending on how much concrete we have out there.

Councilmember Holman and Chairman Peacock said they would like to see them throughout the City, and would also like to see the bike racks in a location map format on the website.

Councilmember Schueler said she would like for the City to promote this on social media.

Chairman Peacock said Council is in agreement and would like to move forward and meet with the Norman Arts Council.

### 4. **DISCUSSION REGARDING POTENTIAL CHANGES TO THE ZONING USES ALLOWED AS HOME OCCUPATIONS.**

THIS ITEM WAS POSTPONED TO A FUTURE MEETING

**5. REVIEW OF UNDERSIZED LOTS FOR PERMITTED DEVELOPMENT CONSISTENT WITH R-1, SINGLE FAMILY DWELLING DISTRICT, USES.**

Item 1.

Ms. Jane Hudson, Director of Planning and Community Development, said she would like to bring this forward if it's alright with Council. Staff has realized there are Lots we do not want to have to go back in front of the Board of Adjustments again. These are Lots that are considered non-conforming in the Zoning Ordinance with the 1954 date, but, are legal looking at the Subdivision Regulation, which looks at the June 29, 1973 date. Amendment would change the lots from non- conforming to allowable undersized lots that were in a particular configuration prior to that time. They would be recognized as legal and then someone could do an Accessory Dwelling Unit (ADU) on them

Chairman Peacock said, still non-conforming just legal non-conforming.

Ms. Hudson said yes because the Subdivision Regulations recognize them as legal lots. It was only in the R-1, R-2 and R-3 Districts. Staff is proposing to change the language on undersized lots in R-1 that are currently in the Subdivision Regulations, which calls out the July 1954, and by the subdivision regulations, which is NCC 30-605 and it references the 1973 date and recognizing undersized lots. It would be the same for R-2 and R3.

Chairman Peacock said, pretty straight forward, glad we caught this. Any concerns, there are none.

Ms. Hudson said, we will take this to Planning Commission first to get this passed and then to Study session.

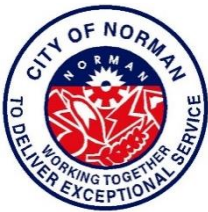
**ADJOURNMENT**

The meeting adjourned at 5:14 P.M.

**ATTEST:**

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

\_\_\_\_\_  
Mayor



**CITY OF NORMAN, OK**  
**CITY COUNCIL FINANCE COMMITTEE MEETING**  
Municipal Building, Executive Conference Room, 201 West Gray, Norman,  
OK 73069  
Thursday, May 16, 2024 at 4:00 PM

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## MINUTES

*The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room at the Municipal Building, on the 16<sup>th</sup> day of May, 2024, at 4:00 p.m., and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.*

### CALL TO ORDER

#### PRESENT

Mayor Larry Heikkila  
Councilmember Ward 3 Bree Montoya

#### ABSENT

Councilmember Ward 6 Elizabeth Foreman

#### OTHERS

Councilmember Ward 4 Helen Grant  
Councilmember Ward 5 Michael Nash  
Councilmember Ward 7 Stephen Holman  
Anthony Francisco, Director of Finance  
Jacob Huckabaa, Budget Technician  
Kim Coffman, Budget Manager  
Dannielle Risenhoover, Admin. Tech IV  
Kathryn Walker, City Attorney  
Shaakira Calnick, Internal Auditor  
Major Brent Barbour, NPD  
Brenda Hall, City Clerk  
Scott Sturtz, City Engineer  
Jason Olsen, Director of Parks & Recreation  
Jane Hudson, Director of Planning  
Anthony Purinton, Assistant City Attorney  
Rick Knighton, Assistant City Attorney  
Tim Powers, Director of Information Technology

Mayor Heikkila called the meeting to order at approximately 4:00 PM.

## AGENDA ITEMS

### 1. DISCUSSION REGARDING THE FYE 2024-2025 CITY OF NORMAN BUDGET

Kim Coffman gave the report. Coffman relayed the following Fiscal Year End (FYE) 2025 proposed budget amendments to the Committee:

- Reduce Business Improvement District (BID) assessment revenue in the University North Park Tax Increment Finance Fund by \$200,000.
- Reduce capital project allocation in the Capital Fund by \$204,995 to remove Traffic project TR0108 - 36th Ave NW & Tecumseh Road due to error.
- Increase allocations to Information Technology in the General Fund by \$233,000 for annual maintenance cost increases on Rapid 7 software, VMWare Virtualization software, and all other City software.
- Increase allocations to the Transit and Parking Fund by \$630,588 to fund year two of the micro-transit program.
- Increase capital project allocations in the Capital Fund by \$968,883 for storm water project DR0062 CONST to replace funds transferred to the Emergency Communications Operations Center (ECOC) project in FYE 24.
- Possible reduction in sewer fee revenue in the Water Reclamation Fund.

Anthony Francisco said, "Just know that these are things that have been suggested. They don't necessarily have to come forward; and if they come forward, they don't necessarily have to be approved."

Councilmember Holman suggested that the Community Planning & Transportation Committee (CPTC) discuss the proposed budget increase for the micro-transit program before moving forward with that proposed budget allocation.

Mayor Heikkila questioned the reduction in the sewer fee revenue. Francisco explained that the Director of Utilities believes that the projected increase isn't realistic.

Councilmember Montoya asked for more information regarding the American Rescue Plan Act (ARPA) funds transferred to the ECOC project. Coffman replied, "The ECOC needed the \$968,000 for their storage facility now. It was an eligible use of the ARPA funds. The ARPA funds recall, they have an obligation deadline and then a spending deadline. We were assured that we could spend those funds on the ECOC now; we weren't sure we would spend them all by the December 2026 deadline with the other project; so, we transferred them (the funds) to the ECOC and we need to, of course, replenish that transfer."

Director of Information Technology, Tim Powers, clarified that "Rapid 7" is a cyber-security scanning software.



Councilmember Holman notified the Committee that "Jazz in June" contacted him and Councilmember Grant, making a late request for funding from the City. They would like \$20,000. Anthony Francisco stated that in the past, the City has not been a direct sponsor of Jazz in June, but that Jazz in June does receive funds from the Arts Council, who receives hotel-motel tax from the City. "I'd like to discuss it but I think it'd be fair if they submitted the documentation that we've asked of other entities," Councilmember Grant said. Councilmember Montoya stated, "Besides the traditional ones (recipients), I am going to have an issue with giving any General Fund dollars to the non-profit arts organizations that get hotel-motel funds." The discussion concluded after Mayor Heikkila said, "it's ours to figure out if we want to pony into the pot and my answer would be no."

### Fee increases

Anthony Francisco reminded the Committee about their request for the review of on-going public fees. "Councilmember Grant suggested three areas that we review and perhaps increase fees. One being the noise variance fee, one being the short-term rental fee, and one being the fee for scooters," Francisco said. Any of these fee changes could result in ordinance changes. City of Norman staff is reviewing these fees. These fees or fee changes do not need to be reflected in the City's budget.

## 2. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Anthony Francisco gave the report. Francisco stated that sales tax for May is down about 2%; but for the year, it's down about 0.4%. "Again, we're flat, but we're flat at a high level, as pictured in your budget document. I won't say that we're not concerned, but we will continue to monitor," Francisco said. "Even though the use tax is growing more rapidly, it's a relatively small revenue source compared to sales tax. It's a good chunk of money; but, it's sales tax that drives the boat."

The State of Oklahoma is currently undergoing their budget discussions for this legislative session. "We're thinking that there will be something that comes out of this related to Griffin (land sale/purchase), but we don't know what that is yet," City Attorney Katheryn Walker said. "We do believe that the state recognizes that their appraisals are probably not where they thought they were in terms of actual value of selling that property, so we hope to get some movement there. We just don't know what the timeline is." A GO Bond could be used for the purchase of Griffin Park and Sutton Wilderness; however, that would take a vote of the people. A Revenue Bond is also a potential source of funding for the purchase of these properties.

Outside counsel has been hired to represent the City in regards to the mold damage at the Central Library. No official litigation has been initiated. Francisco reminded Council of his appointed task to find the funds to get the Library open and operational as soon as possible. He asked that Council keep him apprised as to "how much money is too much" before the repairs need to wait for any legal settlement. Walker stated, "That's really our next step - to get a better handle on what that number might be." The City's insurance policy does not cover mold remediation.

## 3. INTERNAL AUDIT PROGRAMS STATUS.

Shaakira Calnick gave the report. A draft audit report for contract case K-2223-56 will be given to Council on Tuesday. Once Council reviews and agrees with the audit recommendations, the report will be made public. Risk assessments are underway for all 13 City departments. Calnick



will be meeting with department directors for their input on the risk assessments. This should yield a triennial audit plan that includes annual updates.

## ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 4:55 PM.

ATTEST:

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

\_\_\_\_\_  
Mayor



**CITY OF NORMAN, OK**  
**CITY COUNCIL FINANCE COMMITTEE MEETING**  
Municipal Building, Executive Conference Room, 201 West Gray, Norman,  
OK 73069  
Thursday, June 20, 2024 at 4:00 PM

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## MINUTES

*The City Council Finance Committee of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Executive Conference Room at the Municipal Building, on the 20<sup>th</sup> day of June, 2024, at 4:00 p.m., and notice of the agenda of the meeting was posted at the Norman Municipal Building at 201 West Gray and on the City website at least 24 hours prior to the beginning of the meeting.*

### CALL TO ORDER

#### PRESENT

Mayor Larry Heikkila  
Councilmember Ward 3 Bree Montoya

#### ABSENT

Councilmember Ward 6 Elizabeth Foreman

#### OTHERS

Councilmember Ward 4 Helen Grant  
Councilmember Ward 5 Michael Nash  
Councilmember Ward 7 Stephen Holman  
Darrel Pyle, City Manager  
Shannon Stevenson, Asst. City Manager  
Anthony Francisco, Director of Finance  
Jacob Huckabaa, Budget Technician  
Kim Coffman, Budget Manager  
Dannielle Risenhoover, Admin. Tech IV  
Kathryn Walker, City Attorney  
Shaakira Calnick, Internal Auditor  
Scott Sturtz, City Engineer  
Jason Olsen, Director of Parks & Recreation  
Anthony Purinton, Assistant City Attorney  
Rick Knighton, Assistant City Attorney  
Chris Mattingly, Director of Utilities

Mayor Heikkila called the meeting to order at approximately 4:00 PM.

## AGENDA ITEMS

### 1. DISCUSSION REGARDING SHOPPING CARTS.

City Manager Darrel Pyle led the discussion. "A couple years back, the subject came up as it related to the consideration of maybe adopting an ordinance that required shopping cart providers to keep those carts on site through various technologies," Pyle said. He gave the example of Aldi's quarter system and Homeland's invisible fence system that causes the carts' wheels to cease when the fence barrier is crossed. "Both stores report that cart theft has been eliminated," Pyle said. "Our local Walmart manager said, 'If you adopt an ordinance Walmart will send money from corporate and install that technology at all the Walmarts.'" Pyle also stated that smaller retail stores were concerned about the expense that this type of mandate would cost them and asked if there was an incentive that could help them offset the expense.

Currently shopping carts are unregulated in Norman and they become abandoned throughout the City. The City get numerous complaints requesting that these carts be removed from properties and the City is often left in possession of unmarked or unclaimed carts. "I get calls from businesses all over town. There's just a shopping cart out there on the sidewalk in front of my business. We try to get them picked up as quickly as possible just so it's not an impedance to somebody in a wheelchair and it just makes Norman a cleaner place," Pyle said.

"We wanted to see if there is any desire on Council's part to pursue any particular path (regarding this)," Pyle said.

After Committee discussion, it was agreed that City staff would calculate the City's expenses related to the retrieval, return and disposal of abandoned carts. The thought, currently, is that a program that helps business secure their shopping carts would be incentivized using funds that the City will save by not having to retrieve their displaced carts. This topic will be revisited in the August 2024 City Council Finance Committee Meeting when these figures are available.

### 2. DISCUSSION REGARDING MONTHLY REVENUE AND EXPENDITURE REPORTS.

Anthony Francisco gave the report. He stated that June was a good month for sales tax revenue and it led to the City being "flat" as a whole for the fiscal year. Francisco also stated that use tax is up 14% for the fiscal year.

### 3. INTERNAL AUDIT PROGRAMS UPDATE.

Shaakira Calnick gave the update. Calnick has asked all department to fill out an assessment that she is using evaluate department risks. The risk assessment is based on likelihood of risk and the impact of it. "Those areas that present the highest risk to the City's operations or the objectives of a department will probably list higher on the possible to audit list," Calnick said. After Monday she will have five departments left to assess. These assessments will lead to a triennial audit plan. It is hoped that this plan will improve the operations and enhance compliance within the City of Norman.

Calnick addressed the public regarding the purpose of a city's internal auditor by stating, the purpose is to "provide independent objective assurance and consulting services designed to add value and improve the City of Norman's operations. The mission of internal audit is to enhance and protect organizational value by providing risk-based and objective assurance advice and

insight. The Audit Department helps the City of Norman accomplish its objectives by bringing a systematic disciplined approach to evaluate and improve the effectiveness of governance, risk assessment, and control processes. It also provides reasonable assurance to management and City Council that the City's financial and operational controls, designed to manage the organization's risk and achieve the City's objectives, are operating in an efficient, effective and ethical manner and also assist management in improving the City's business performances. With that, I'd like to say that internal audit only has recommendatory powers. I cannot have any authority over what management decides for their departments or what the City Manager decides for the City as a whole, or what Council decides to do through my recommendations. They are solely recommendations. You have the power to agree with modifications or disagree in its entirety and go your own direction; nevertheless, I will report that. It will be included in my report and my report will be published on the City of Norman website, to the public, for transparency and accountability."

## ADJOURNMENT

Mayor Heikkila adjourned the meeting at approximately 4:40 PM.

ATTEST:

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City Clerk

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Mayor

**File Attachments for Item:**

2. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MINI-WAREHOUSE IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT TWO (2), BLOCK FIVE (5), CAMBRIDGE ADDITION SECTION VI, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4801 WEST MAIN STREET)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

**REQUESTER:** Daniel Pepe, Advantage Construction, L.L.C.

**PRESENTER:** Jane Hudson, Director of Planning & Community Development

**ITEM TITLE:** CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2425-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MINI-WAREHOUSE IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT TWO (2), BLOCK FIVE (5), CAMBRIDGE ADDITION SECTION VI, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4801 WEST MAIN STREET)

**APPLICANT/REPRESENTATIVE** Daniel F. Pepe/Advantage Construction, LLC

**WARD** 3

**CORE AREA** No

**BACKGROUND:** The subject property is currently utilized by Cambridge Mini Storage, a mini-warehouse facility, on approximately 5.27 acres on the northwest corner of W. Main Street and 48th Avenue N.W. Although not an approved use in the C-2, General Commercial District, the property was previously granted a permissive use permit, Ordinance O-9394-26, which allowed for mini-warehouse use with the following conditions:

- A perimeter fence of brick columns and wood panels will surround the area.
- The storage buildings will all be brick-faced, with composition shingle, pitched roofs to provide for a residential appearance.
- No perimeter building shall be accessed from the rear.
- Lighting will be controlled and mounted only on the interior building facades.

Permissive use permits are no longer granted by the City of Norman, but the uses previously established by a permissive use may continue, provided they are operated and maintained in accordance with any conditions prescribed at the time of establishment. Expansion of a pre-existing permissive use shall be permitted only upon the granting of a special use.

The applicant intends to construct one (1) additional 14,550 square-foot, single-story, climate controlled mini-warehouse building on the interior of the lot, necessitating the removal of 43

parking spaces on site. The remainder of the site will remain in use. The proposed construction requires rezoning the subject property from C-2, General Commercial District with a permissive use for a mini-warehouse, to C-2, General Commercial District with Special Use for a mini-warehouse.

### **PROCEDURAL REQUIREMENTS:**

#### **GREENBELT COMMISSION:**

A Greenbelt Enhancement Statement was not required for this application because the property is platted and a NORMAN 2025 amendment is not required.

#### **PRE-DEVELOPMENT: PD24-08, June 27, 2024**

No neighbors attended this meeting.

#### **BOARD OF PARK COMMISSIONERS:**

This application was not required to go to the Board because the site is platted.

### **ZONING ORDINANCE CITATION:**

**SECTION 36-525, C-2, General Commercial District:** This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

**EXISTING ZONING:** The existing zoning for the subject property is C-2, General Commercial District with permissive use for a mini-warehouse.

**ANALYSIS:** The subject property currently functions as a mini-warehouse operation, with limited impact on the surrounding land uses. An additional, single-story structure of the same use is not expected to substantially impact current operations.

The current plans display a total of 93 parking spaces available to all users on site, with 43 slated for removal. Parking spaces to remain include 26 spaces available on the 48th Avenue N.W. frontage, outside of the gated area, and 24 spaces stationed within the fenced perimeter along W. Main Street. The Zoning Ordinance recommends one (1) parking space for every eight (8) storage units. Thus, sufficient parking after construction of the proposed building is available for approximately 400 storage units. The proposed removal of 43 parking spaces should not substantially impact facility operations.

Additionally, the applicant intends to continue adherence to the conditions set forth in O-9394-26, with minor revisions, as follows:

- A perimeter fence of brick columns and wood panels will surround the area.
- To create a residential appearance, all buildings shall be brick-faced with shingle, pitched roofs. The proposed building on the lot interior shall be allowed a metal, low pitched roof.
- No perimeter building shall be accessed from the rear.
- Lighting will be controlled and mounted only on the interior building facades.



- No changes shall be made to existing perimeter buildings, general maintenance notwithstanding.

**ALTERNATIVES/ISSUES:**

**IMPACTS:** The surrounding area currently has access to City water, sewer, and stormwater, making the subject property suitable for development. The City Traffic Engineer states no traffic operational issues are anticipated due to the development.

**OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT AND BUILDING PERMIT REVIEW:** Items regarding fire hydrants and fire/building codes will be considered at the building permit stage.

**PUBLIC WORKS/ENGINEERING:** The subject property was already platted; engineering review was not required for the zoning application.

**TRAFFIC ENGINEER:** No operational issues are anticipated.

**UTILITIES:** City utilities are available for this location. The dumpster location will remain the same.

**CONCLUSION:** Staff forwards this request for rezoning from C-2, General Commercial District with a permissive use for a mini-warehouse, to C-2, General Commercial District with Special Use for mini-warehouse, with the attached conditions, and Ordinance O-2425-1 for consideration by City Council.

At their July 11, 2024 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2425-1 to City Council, by a vote of 8-0.

O-2425-1

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MINI-WAREHOUSE IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT TWO (2), BLOCK FIVE (5), CAMBRIDGE ADDITION SECTION VI, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4801 WEST MAIN STREET)

- § 1. WHEREAS, Advantage Construction, L.L.C. has made application to have Special Use for Mini-Warehouse on the property described below in the C-2, General Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing on July 11, 2024 as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 36-201 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for Mini-Warehouse in the C-2, General Commercial District, for the following described property, to wit:

Lot Two (2), Block Five (5), CAMBRIDGE ADDITION SECTION VI, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Ordinance No. O-2425-1

Page 2

- § 5. Further, pursuant to the provisions of Section 36-560 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:
- a. The site shall be developed in accordance with the Site Plan, and supporting documentation, which are made a part hereof.
  - b. A perimeter fence of brick columns and wood panels will surround the area.
  - c. To create a residential appearance, all buildings shall be brick-faced with shingle, pitched roofs. The proposed building on the lot interior shall be allowed a metal, low pitched roof.
  - d. No perimeter building shall be accessed from the rear.
  - e. Lighting will be controlled and mounted only on the interior building facades.
  - f. No changes shall be made to existing perimeter buildings, general maintenance notwithstanding.
- § 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

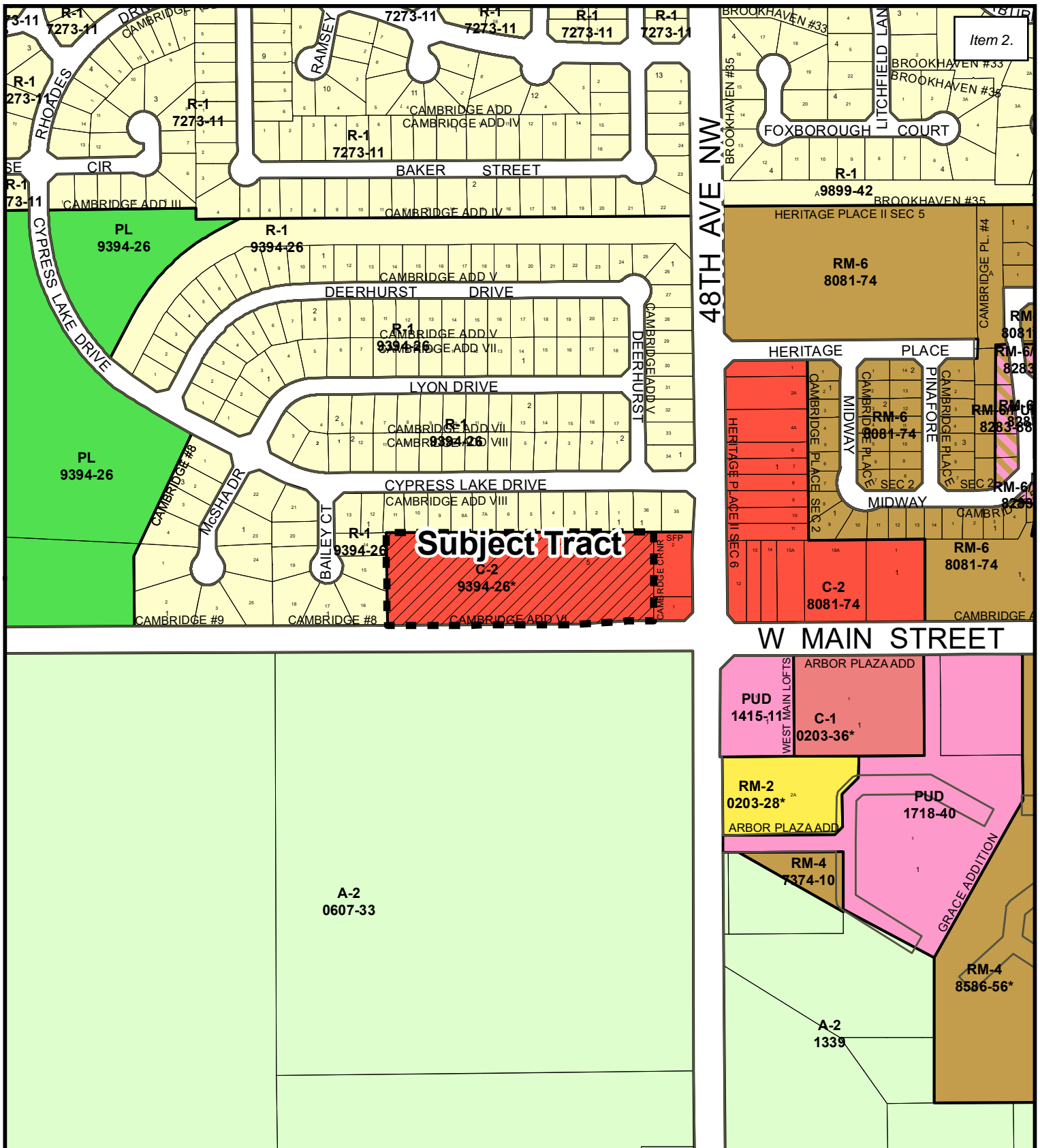
NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
(Mayor)

\_\_\_\_\_  
(Mayor)

ATTEST:

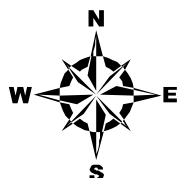
\_\_\_\_\_  
(City Clerk)



# Location Map



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



June 5, 2024

0 200 400 Ft.



Subject Tract

CROSS HERITAGE HOLDINGS, LLC  
4317 MARSH RIDGE ROAD  
CARROLLTON, TX 75010

Kelly Abell, Planner  
Planning Department  
City of Norman  
225 N. Webster Avenue  
Norman, Oklahoma 76039

RE: Letter of Compliance for Ordinance O-9394-26 concerning  
PLSUP20240074 for Cambridge Storage  
4801 W. Main Street

Ms. Abell,

Let this letter serve as a confirmation that referenced SUP, if approved, shall be constructed in accordance with the original approved Ordinance O-9394-26 with the minor exception that the interior building shall be constructed with a low pitch metal roof. All other requirements of the original ordinance shall be met. No changes shall be made to the existing perimeter buildings or the existing perimeter fencing.

Please let me know if you have any questions concerning this authorization.

Sincerely,



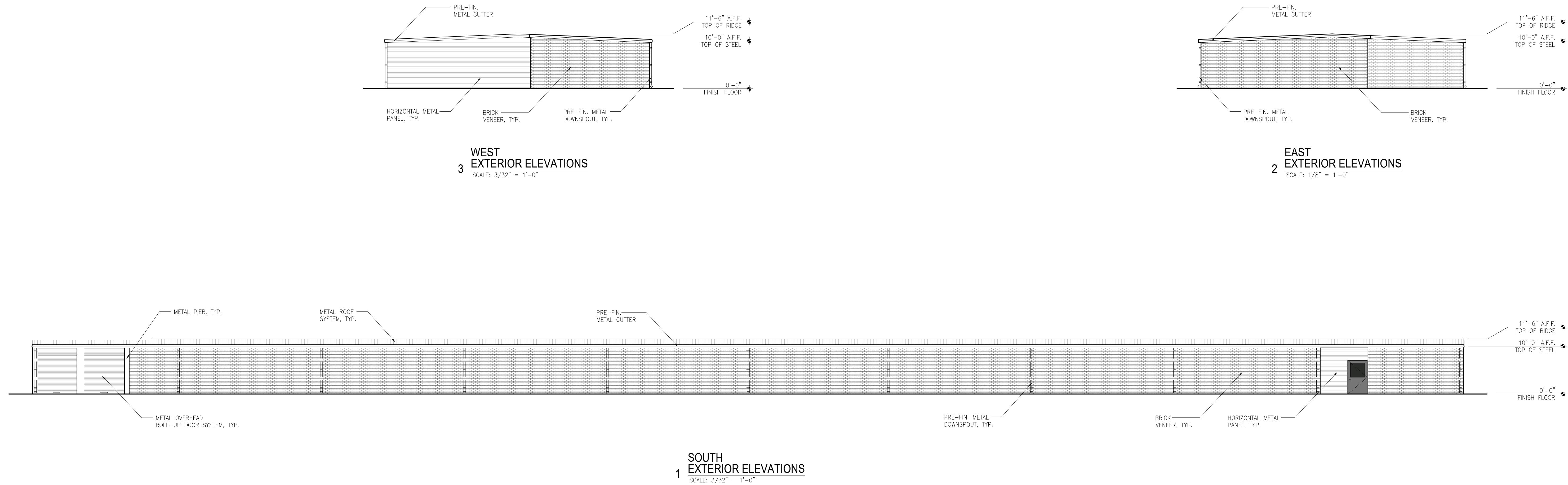
Rick Patterson, Manager  
Cross Heritage Holdings, LLC  
the General Partner of Cross Heritage Storage XII, LP

NOT FOR REGULATORY  
APPROVAL, PERMITTING, OR  
CONSTRUCTION

# Cambridge Storage Expansion

4801 West Main Street  
Norman, Oklahoma

2417  
DATE  
06.03.24  
SHEET NUMBER  
A3.0





NO.	DESCRIPTION	DATE

Cambridge Storage Expansion

4801 West Main Street  
Norman, Oklahoma

PROJECT NUMBER

NORMAN

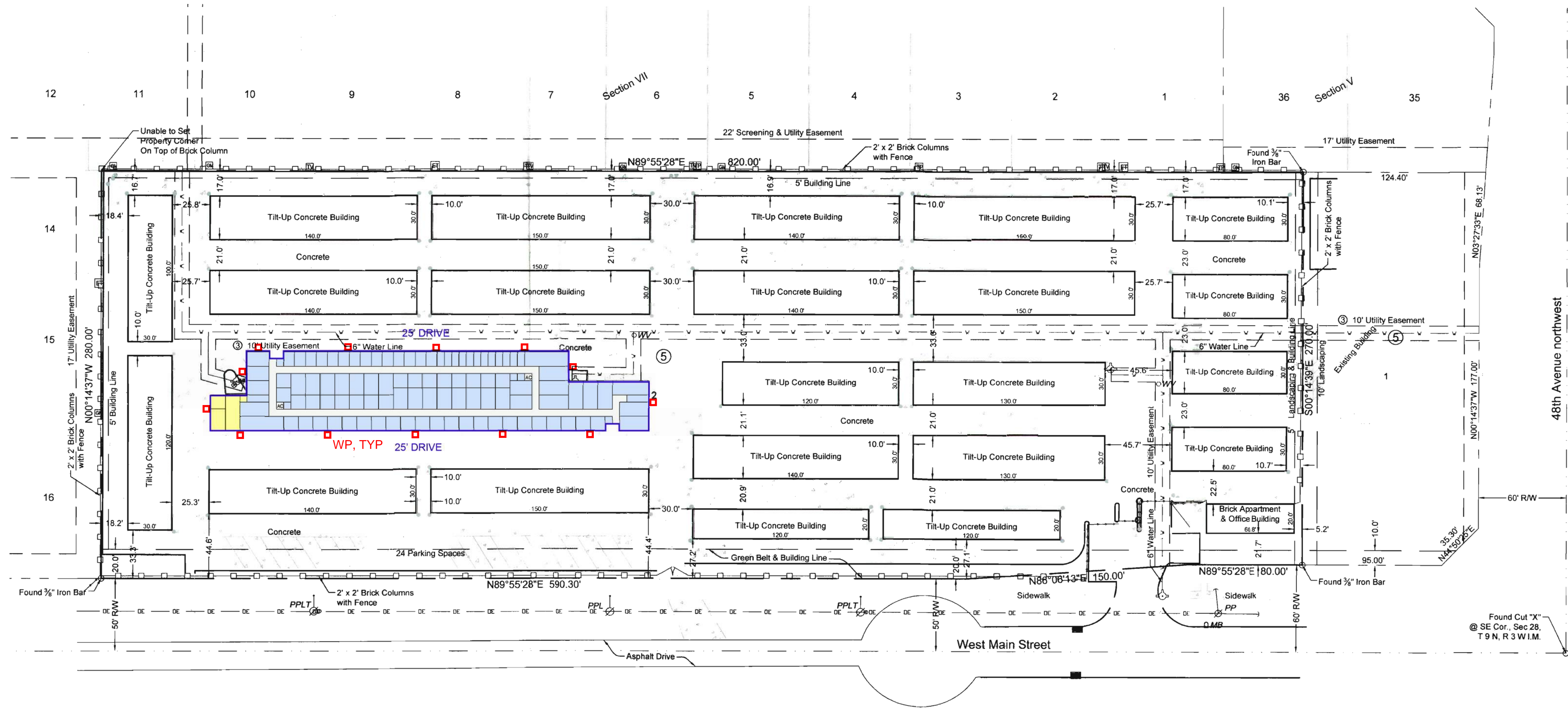
DATE

06.03.24

SHEET NUMBER

SUP1.0

site plan

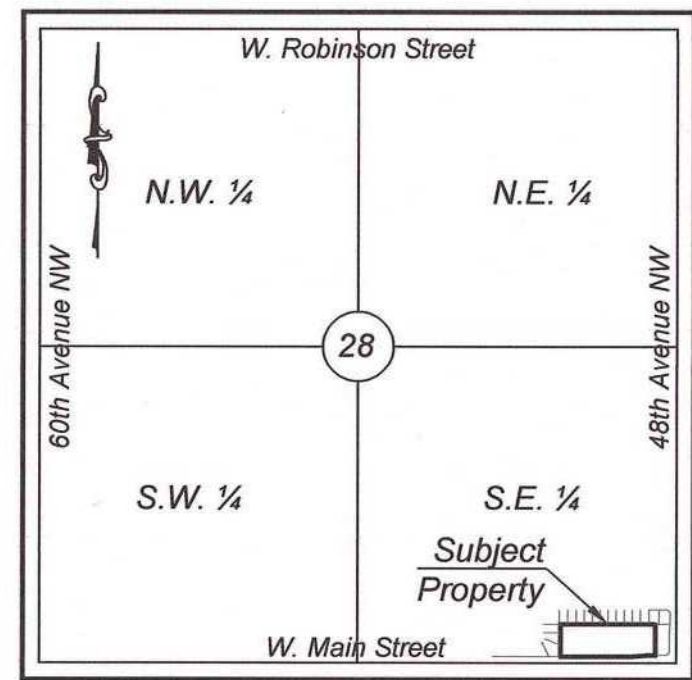


1 SITE PLAN  
SCALE: 1" = 50'

(WP) WALL PACK LIGHTING SPECIFICATION

Wallpack	120 or 277	19W LED	Lithonia WDGE2 Wall Pack. Fixture to have 2000 nominal lumens, 4000K color temperature, full cutoff.	Lithonia	WDGE2 LED P2 40K 70CRI T3M MVOLT SRM -
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Cambridge Addition Section VI  
Block 5, Lot 2



Vicinity Map  
Section 28, Township 9N, Range 3W  
Not To Scale



**Applicant:** Daniel Pepe, Advantage Construction LLC.

**Project Location:** 4801 W. Main Street

**Case Number:** PD24-08

**Time:** 5:30PM

**Applicant/Representative:**  
Brian Baca

**Attendees:**  
None

**City Staff:**  
Kelly Abell, Planner I

**Application Summary:**

Applicant seeks to add a new structure to the site plan of a previous permissive use permit through a new Special Use application. The applicant intends to construct one (1) additional 14,550 square-foot, single-story, climate controlled self-storage building on the interior of the lot, necessitating the removal of 43 parking spaces on site.

**Neighbor's Comments/Concerns/Responses**

No neighbors attended the meeting.



## CITY OF NORMAN, OK PLANNING COMMISSION MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Thursday, July 11, 2024 at 5:30 PM

### MINUTES

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 11th day of July, 2024.

Notice and agenda of the meeting were posted at the Norman Municipal Building and online at <https://norman-ok.municodemeetings.com> at least twenty-four hours prior to the beginning of the meeting.

Chair Erica Bird called the meeting to order at 5:44 p.m.

#### ROLL CALL

##### PRESENT

Cameron Brewer  
Steven McDaniel  
Liz McKown  
Erica Bird  
Douglas McClure  
Jim Griffith  
Maria Kindel  
Kevan Parker

##### ABSENT

Michael Jablonski

A quorum was present.

##### STAFF PRESENT

Lora Hoggatt, Planning Services Manager  
Destiny Andrews, Planner II  
Roné Tromble, Admin. Tech. IV  
Whitney Kline, Admin. Tech. III  
Beth Muckala, Asst. City Attorney  
David Riesland, Transportation Engineer  
Todd McLellan, Development Engineer  
Bryce Holland, Multimedia Specialist

## NON-CONSENT ITEMS

### Special Use for Self-Storage/Mini Warehouse

5. CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2425-1: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR SELF-STORAGE/MINI WAREHOUSE IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT TWO (2), BLOCK FIVE (5), CAMBRIDGE ADDITION SECTION VI, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4801 WEST MAIN STREET)

#### **ITEMS SUBMITTED FOR THE RECORD:**

1. Staff Report
2. Location Map
3. Letter of Compliance
4. Site Plan
5. Elevations
6. Pre-Development Summary

#### **PRESENTATION BY STAFF:**

Destiny Andrews reviewed the staff report, a copy of which is filed with the minutes.

#### **PRESENTATION BY THE APPLICANT:**

Brian Baca, representing Advantage Construction, was available to respond to questions.

Mr. Griffith asked if there will continue to be outside storage of cars, boats, RVs, etc. Mr. Baca explained that the outside storage will be eliminated by the new structure with internal air-conditioned storage.

Mr. McDaniel asked about the metal roof. Mr. Baca explained that these structures are primarily all steel construction, which includes a flat steel roof. The existing buildings have wood trusses and residential style roofing. Because this structure will be completely surrounded by the existing buildings, it's not going to be visible from the street, so the owner wanted to go to a more standard all-steel construction.

Ms. Kindel asked about the outside finish. Mr. Baca indicated it will be brick.

#### **AUDIENCE PARTICIPATION: None**

#### **DISCUSSION AND ACTION BY THE PLANNING COMMISSION:**

Motion made by Griffith, seconded by McClure, to recommend adoption of Ordinance No. O-2425-1 to City Council.

Voting Yea: Brewer, McDaniel, McKown, Bird, McClure, Griffith, Kindel, Parker

The motion to recommend adoption of Ordinance No. O-2425-1 to City Council passed by a vote of 8-0.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/11/2024

**REQUESTER:** Daniel Pepe

**PRESENTER:** Destiny Andrews, Planner II

**ITEM TITLE:** CONSIDERATION OF ADOPTION, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2425-1: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 36-201 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR SELF-STORAGE/MINI WAREHOUSE IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT TWO (2), BLOCK FIVE (5), CAMBRIDGE ADDITION SECTION VI, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (4801 WEST MAIN STREET)

**APPLICANT/REPRESENTATIVE** Daniel F. Pepe/Advantage Construction, LLC

**WARD** 3

**CORE AREA** No

**BACKGROUND:** The subject property is currently utilized by Cambridge Mini Storage, a self-storage facility, on approximately 5.27 acres on the northwest corner of W. Main Street and 48th Avenue N.W. Although not an approved use in the C-2, General Commercial District, the property was previously granted a permissive use permit, Ordinance O-9394-26, which allowed for mini-warehouse use with the following conditions:

- A perimeter fence of brick columns and wood panels will surround the area.
- The storage buildings will all be brick-faced, with composition shingle, pitched roofs to provide for a residential appearance.
- No perimeter building shall be accessed from the rear.
- Lighting will be controlled and mounted only on the interior building facades.

Permissive use permits are no longer granted by the City of Norman, but the uses previously established by a permissive use may continue, provided they are operated and maintained in accordance with any conditions prescribed at the time of establishment. Expansion of a pre-existing permissive use shall be permitted only upon the granting of a special use.

The applicant intends to construct one (1) additional 14,550 square-foot, single-story, climate controlled self-storage building on the interior of the lot, necessitating the removal of 43 parking



spaces on site. The remainder of the site will remain in use. The proposed construction requires rezoning the subject property from C-2, General Commercial District with a permissive use for a mini-warehouse, to C-2, General Commercial District with Special Use for Self-Storage and/or Mini-warehousing.

### **PROCEDURAL REQUIREMENTS:**

#### **GREENBELT COMMISSION:**

A Greenbelt Enhancement Statement was not required for this application because the property is platted and a NORMAN 2025 amendment is not required.

#### **PRE-DEVELOPMENT: PD24-08, June 27, 2024**

No neighbors attended this meeting.

#### **BOARD OF PARK COMMISSIONERS:**

This application was not required to go to the Board because the site is platted.

### **ZONING ORDINANCE CITATION:**

**SECTION 36-525, C-2, General Commercial District:** This commercial district is intended for the conduct of personal and business services and the general retail business of the community. Persons living in the community and in the surrounding trade territory require direct and frequent access. Traffic generated by the uses will be primarily passenger vehicles and only those trucks and commercial vehicles required for stocking and delivery of retail goods.

**EXISTING ZONING:** The existing zoning for the subject property is C-2, General Commercial District with permissive use for a mini-warehouse.

**ANALYSIS:** The subject property currently functions as a self-storage and/or mini-warehousing operation, with limited impact on the surrounding land uses. An additional, single-story structure of the same use is not expected to substantially impact current operations.

The current plans display a total of 93 parking spaces available to all users on site, with 43 slated for removal. Parking spaces to remain include 26 spaces available on the 48th Avenue N.W. frontage, outside of the gated area, and 24 spaces stationed within the fenced perimeter along W. Main Street. The Zoning Ordinance recommends one (1) parking space for every eight (8) storage units. Thus, sufficient parking after construction of the proposed building is available for approximately 400 storage units. The proposed removal of 43 parking spaces should not substantially impact facility operations.

Additionally, the applicant intends to continue adherence to the conditions set forth in O-9394-26, with minor revisions, as follows:

- A perimeter fence of brick columns and wood panels will surround the area.
- To create a residential appearance, all buildings shall be brick-faced with shingle, pitched roofs. The proposed building on the lot interior shall be allowed a metal, low pitched roof.
- No perimeter building shall be accessed from the rear.
- Lighting will be controlled and mounted only on the interior building facades.

- No changes shall be made to existing perimeter buildings, general maintenance notwithstanding.

**ALTERNATIVES/ISSUES:**

**IMPACTS:** The surrounding area currently has access to City water, sewer, and stormwater, making the subject property suitable for development. The City Traffic Engineer states no traffic operational issues are anticipated due to the development.

**OTHER AGENCY COMMENTS:**

**FIRE DEPARTMENT AND BUILDING PERMIT REVIEW:** Items regarding fire hydrants and fire/building codes will be considered at the building permit stage.

**PUBLIC WORKS/ENGINEERING:** The subject property was already platted; engineering review was not required for the zoning application.

**TRAFFIC ENGINEER:** No operational issues are anticipated.

**UTILITIES:** City utilities are available for this location. The dumpster location will remain the same.

**CONCLUSION:** Staff forwards this request for rezoning from C-2, General Commercial District with a permissive use for a mini-warehouse, to C-2, General Commercial District with Special Use for Self-Storage and/or Mini-warehousing, with the attached conditions, and Ordinance O-2425-1 to the Planning Commission for consideration and recommendation to City Council.

**File Attachments for Item:**

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

ADA CITIZENS ADVISORY COMMITTEE

TERM: 08/13/24 TO 05/28/27, JANICE OAK, WARD 4

BICYCLE ADVISORY COMMITTEE

TERM: 08/13/24 TO 02/13/25, CHIP MINTY, WARD 8

TERM: 08/13/24 TO 02/13/25, AYSHA PRATHER, WARD 5

ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08/13/24 TO 08/13/27, HOSSEIN FARZANAH, WARD 3

TERM: 08/13/24 TO 08/13/27, CHRIS PURCELL, WARD 2





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

**REQUESTER:** Mayor Heikkila

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

ADA CITIZENS ADVISORY COMMITTEE

TERM: 08/13/24 TO 05/28/27, JANICE OAK, WARD 4

BICYCLE ADVISORY COMMITTEE

TERM: 08/13/24 TO 02/13/25, CHIP MINTY, WARD 8

TERM: 08/13/24 TO 02/13/25, AYSHA PRATHER, WARD 5

ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08/13/24 TO 08/13/27, HOSSEIN FARZANAH, WARD 3

TERM: 08/13/24 TO 08/13/27, CHRIS PURCELL, WARD 2

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Janice Oak will replace Joseph Theige who does not wish to be reappointed; Chip Minty will replace Stephen Swanson who resigned; Aysha Prather will replace Nathan Barron who resigned; Hossein Farzaneh and Chris Purcell are reappointments.

**File Attachments for Item:**

4. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-7: AN ACCEPTANCY OF A QUOTE FROM RED ROCK DISTRIBUTING COMPANY, BY THE CITY OF NORMAN, OKLAHOMA, TO PROVIDE UNLEADED AND DIESEL FUEL DELIVERY SERVICES AT CERTAIN PRICES FOR THE CITY'S FLEET MAINTENANCE FUELING FACILITIES AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

**REQUESTER:** Mike White, Fleet Program Manager

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AWARDED BID 2425-7: AN ACCEPTANCY OF A QUOTE FROM RED ROCK DISTRIBUTING COMPANY, BY THE CITY OF NORMAN, OKLAHOMA, TO PROVIDE UNLEADED AND DIESEL FUEL DELIVERY SERVICES AT CERTAIN PRICES FOR THE CITY'S FLEET MAINTENANCE FUELING FACILITIES AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

The City of Norman owns and operates a fleet of 644 on-road fueled vehicles and over 300 pieces of off-road fueled equipment. Approximately 482,000 gallons of unleaded and diesel fuel was used by the City in fiscal year 2023-2024 (FYE 2024) at a cost of \$1.3 million. To manage or reduce the annual fuel cost, the City utilizes a competitive bidding process every four (4) years or as otherwise needed. The current contract with Red Rock Distributing Company, approved by the City Council on September 08, 2020, expires on September 20, 2024.

On July 19, 2024, the responses to the City of Norman's request for quotes of pricing to deliver unleaded and diesel fuels (herein Bid No. 2425-7) were opened. Bid No. 2425-7 involves only the transportation costs for fuel delivery to the City's four (4) fueling facilities located at North Base, Fire Station 5, Fire Station 6, and Westwood Golf Course. All responding bidders are required to provide the fuel to the City at the lowest "rack price" or market rate on the day of each delivery, including all applicable fees, so this bid only includes the transportation fees to deliver the fuel to Norman.

### DISCUSSION:

The bid package was sent to five (5) vendors, two (2) of whom responded with quotes: Red Rock Distributing Company of Oklahoma City, OK, and OFFEN Petroleum of Springfield, MO.

If approved, the City has the option to renew its acceptance of the chosen bidder's pricing annually for as many as four (4) years, provided that the fueling services continue to be acceptable to the City. Pricing shall be reviewed at the beginning of each annual renewal period at which time the City will determine whether to renew or rebid.

The provided quote affirms the vendor's ability to supply the fuel within a twelve-hour notice to any City-owned location. It also establishes the overall transportation fee the vendor will charge in addition to the agreed-upon rack price (market rate) of the fuel and mandatory state and federal underground storage tank (UST) fund charges.

Transportation fees consist of a profit margin, freight charges, and freight surcharges. The rack price (market rate) for fuel is determined in several ways by using the Oil Price Information Service (OPIS) service. Suppliers post their fuel prices daily, which are published in OPIS. OPIS obtains its rack and revenue prices daily from all of the major wholesalers in each region where there is a terminal. To calculate a state's daily average rack and revenue price, OPIS averages all of the rack and revenue prices in all of the terminals in the state each day. The overall price of each determines the base fuel price at the time of delivery.

The two most common methods of establishing the final price of fuel paid by the City are:

**Cost Plus:** Traditionally, the City has the vendor use the lowest rack price of the day from any of the state of Oklahoma's local terminals for the base fuel price. Rack price refers to the cost charged to the fuel vendor. This is called "Cost Plus," it takes the lowest rack price at the time of order and adds to the transportation fees.

**Revenue Minus:** Another standard method to determine the base price for fuel is Revenue Minus; the vendor uses the regional revenue price average of the day for the base fuel price and subtracts the transportation fee. This is the average cost to the consumer (not the vendor) minus the quoted transportation fees.

The daily fuel price is known to have a wide margin of fluctuation. Research has shown that the Revenue Minus Method has proven to be the more volatile of the two (2) methods in the Midwest Region, with a price range fluctuation of as much as 50 percent per gallon. City staff recently benchmarked with the City of Edmond, the City of Midwest City, the City of Oklahoma City, and the City of Tulsa regarding fuel costs. All of those municipalities are using the Cost Plus Method. City staff recommends using the Cost Plus Method to establish the final fuel price.

The two (2) vendors that responded to this bid used the **Cost Plus** pricing method.

The City requires the fuel vendor to provide a copy of the daily OPIS report with the invoices to validate the rack price. OPIS website: [www.opisnet.com](http://www.opisnet.com) <http://www.opisnet.com>.

All municipalities are tax exempt which includes Oklahoma state fuel taxes. However, a state and federal underground storage tank (UST) fund applies to all municipal fuel deliveries. Federal charges are \$0.001 per gallon. State charges are \$0.01 per gallon for a combined UST fund charge of \$0.011 per gallon. In addition, there is a federal environmental fee of \$0.0019 per gallon on unleaded and diesel fuel delivered to the City.

Red Rock Distributing Company is the lowest and most suitable bidder using the Cost Plus method, showing transport fees 0.9% higher than the FYE 2020 Fuel Bid for unleaded fuel and 0.9% higher for diesel fuel. The City of Norman has used Red Rock Distributing Company for unleaded and diesel fuel deliveries over the last fifteen years. Red Rock Distributing Company has met or exceeded all previous contract obligations.

The bid tabulation is included as an attachment. If Council approves this bid, staff estimates the FYE 2025 Transport fees paid to Red Rock Distributing Company are expected to be approximately:

Bobtail deliveries (1)	\$2,300
Transport Unleaded	\$9,000
Transport Diesel	<u>\$10,000</u>
Total	\$21,300

(1) Bobtail deliveries are less than 2200 gallons in total. This would apply to deliveries at Fire Station No. 5, Fire Station No. 6, and Westwood Golf Course.

In FYE 2024, the City paid Red Rock Distributing Company \$17,505 for these fuel transportation services.

Staff recommends that Bid No. 2425-7 be from Red Rock Distributing Company be hereby accepted for all sections of delivery using the Cost Plus Method. Funding of \$1,688,593 is available to pay for these services in the City's Outside Fuel Inventory Account (10550173-43118).

#### **RECOMMENDATION:**

Staff recommends the approval of Bid 2425-7, and acceptance of the quote from Red Rock Distributing Company.

ITEM: RFQ -  
 ADDED/DIESEL FUEL

RFQ NO: 2425-7

DATE: 07/19/2024

[illegible]

Received and Opened

Project

Date \_\_\_\_\_

7/19/24

## REQUEST FOR QUOTE

### CITY OF NORMAN FLEET DIVISION

#### Unleaded/Diesel FUEL CONTRACT

**RFQ NO. 2425-7**

**Thursday, July 18 2024  
5:00 PM.**

**CITY OF NORMAN, OKLAHOMA  
CLEVELAND COUNTY**



Public Works Department  
Fleet Division  
1301 Da Vinci Street  
Norman, Oklahoma 73069-6560  
Phone: (405) 292-9709



**PUBLIC NOTICE  
REQUEST FOR QUOTE  
RFQ NO. 2425-7**

**INVITATION TO BID NUMBER 2425-7**

The City of Norman, Oklahoma, is soliciting proposals from interested parties for UNLEADED/DIESEL FUEL CONTRACT.

Any correspondence, questions, or requests for copies of the **Request for Quote** should be directed to: Mike White, Fleet Program Manager, 1301 Da Vinci Street, Norman, Oklahoma 73069, Telephone No. (405) 292-9709.

Proposals will be received in the Fleet Program Manager's office at 1301 Da Vinci Street, Norman, Oklahoma 73069, until 5:00 PM, Thursday, July 18, 2024.

All proposals must be marked with the following statement: "City of Norman Unleaded/Diesel Fuel Contract."

Bids shall be made in accordance with the Notice to Bidders, Requirements for Bidders, Plans or Specifications, and Bidders Proposal, which are on file and available for examination at the Office of the Purchasing Division.

All bids shall remain on file at least forty-eight (48) hours before a contract can be made and entered into thereon.

Bids will be open at 2:00 PM, Friday, July 19, 2024.

Bids received more than ninety-six (96) hours, excluding Saturdays, Sundays, and holidays, before the time set for opening of bids, as well as bids received after the time set for opening of bids will not be considered and will be returned unopened.

The City Council of the City of Norman reserves the right to reject any and all bids and to waive any or all formalities of the bidding process.

City of Norman

## REQUEST FOR QUOTE

Please review the following and respond where necessary.

#	Name	Note	Response
1	Compliance with Specifications	<p>Acknowledge by stating yes or no that you understand and are in compliance with the material specifications. If not in full compliance you must provide documentation detailing the areas of non-compliance.</p> <p><b>State YES or NO</b></p> <p>Only RFQs that include an acceptance of specifications Form for Bidders, Affidavit of Non-Collusion, and/or documentation of non-compliance will be considered.</p>	<p><u>Yes</u> (Required)</p>
2	Renewal Option 4 Year Upon Review	<p>The City shall have the option to renew this contract annually, for a term no longer than four (4) total years, provided that the services and process continue to be acceptable to both parties. Pricing shall be reviewed at the beginning of each renewal period at which time the Fleet Superintendent will determine whether to renew.</p>	<p><u>Yes</u> (Required)</p>
3	Negotiate Like Items	<p>The City shall have the option to negotiate pricing for any additional item(s) or like item(s) not listed in this solicitation, under the terms, conditions and specifications of the Request to Quote.</p> <p><b>State YES or NO</b></p>	<p><u>Yes</u> (Required)</p>
4	References	<p>Provide the names and phone numbers of five (5) accounts for which you have provided goods or services similar to those specified, preferably ones in government or municipality service. Include Company Name, Contact Name, Contact Phone Number, and E-mail (if available). Note if any are similar to the City of Norman. Use separate sheet. Mark it "Attachment A"</p>	
5	Non-Collusion Affidavit	<p>The Non-Collusion Form must be printed, executed and returned to the Fleet Division upon award of bid to your company, along with the Form for Bidders.</p>	<p><u>Yes</u> (Required)</p>
6	Pricing Disclosure	<p>The vendor will be required to send daily price notifications and any notice of price changes prior to delivery to the following email address:  <a href="mailto:www.fleetmaintenance@normanok.gov">www.fleetmaintenance@normanok.gov</a></p>	<p><u>Yes</u> (Required)</p>
8	Fuel Quantities	<p>On a 3 year average, The City of Norman uses 225,000+ gallons of unleaded and 200,000+ gallons of diesel per year. The City expects to use similar amounts during the next four (4) years.</p>	

## 9 Fuel Delivery

The Vendor must provide fuel to the City within twelve hours of the requested delivery. Minimum order will be a combined unleaded/diesel total of 6500 gallons. Acknowledge by stating yes or no that you understand and are in compliance.  
State YES or NO

Yes (Required)

## 10 Gallon Allowances per Order

Provide minimum and maximum gallons allowed on orders for both bobtail and transport orders.

List Deliverable Gallons:  
Minimum Bobtail 1000  
Maximum Bobtail 4200  
Minimum Transport 500  
Maximum Transport 8800

#	QTY	UOM	Description	Response
1	1	GAL	UNLEADED GASOLINE; TRANSPORT TRUCK; 87 minimum octane, (no blended fuels)	

List prices, if applicable

Item Notes: Bid price shall be per gallon (including all fees)

Supplier Notes:

Does Not Include .0172 Fee  
State & Federal

Freight	\$	<u>.0252</u>
Freight Surcharge	\$	<u>.0076</u>
Profit	\$	<u>.0050</u>
Other	\$	<u>      </u>

2	1	GAL	UNLEADED GASOLINE; BOBTAIL TRUCK; 87 minimum octane, (no blended fuels)	
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List prices, if applicable

Item Notes: Bid price shall be per gallon (including all fees)

Supplier Notes:

Does Not include .0172 Fee  
State & Federal

Freight	\$	<u>      </u>
Freight Surcharge	\$	<u>      </u>
Profit	\$	<u>.12</u>
Other	\$	<u>      </u>

3	1	GAL	#2 DIESEL FUEL; TRANSPORT TRUCK; (ultralow sulfur) 15 PPM (no blended fuels)	
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List prices, if applicable

Item Notes: Bid price shall be per gallon (including all fees)

Supplier Notes:

Freight	\$	<u>.0288</u>
Freight Surcharge	\$	<u>.0086</u>
Profit	\$	<u>.0050</u>
Other	\$	<u>      </u>

4	1	GAL	#2 DIESEL FUEL; BOBTAIL TRUCK; (ultralow sulfur) 15 PPM (no blended fuels)	
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List prices, if applicable

Item Notes: Bid price shall be per gallon (including all fees)

Supplier Notes:

Freight	\$	<u>      </u>
Freight Surcharge	\$	<u>      </u>
Profit	\$	<u>.12</u>
Other	\$	<u>      </u>

#	QTY	UOM	Description	Response
5	1	GAL	#2 DIESEL FUEL; BOBTAIL TRUCK; (ultralow sulfur) Winter Blend 15 PPM	List prices, if applicable
Item Notes: Bid price shall be per gallon (including all fees)				Freight \$ _____
Supplier Notes:				Freight Surcharge \$ _____
				Profit \$ <u>.12</u>
				Other \$ _____

7	1	GAL	#2 DIESEL FUEL; TRANSPORT TRUCK; (ultralow sulfur) Winter Blend 15 PPM	List prices, if applicable
Item Notes: Bid price shall be per gallon (including all fees)				Freight \$ <u>.0288</u>
Supplier Notes:				Freight Surcharge \$ <u>.0086</u>
				Profit \$ <u>.0050</u>
				Other \$ <u>0.125</u>

FUEL TANK LOCATIONS

DEPARTMENT	ADDRESS	(Gallon Capacity)	
		UNLEADED	DIESEL
North Base	1301 Da Vinci Street	10,000	10,000
Westwood Golf Course	2300 Westport Drive	1,000	1,000
Little Axe Fire Station #5	1000 168th Ave. S.E.	500	500
Alameda Street Fire Station #6	7405 East Alameda	500	500
Fire Station #7	2207 Goddard Avenue		500
Police Station Generator	201 W. Gray #B		1,000
Water Plant	3000 East Robinson		10,000

*Bidder understands that all prices shown are inclusive of all fees and charges, and additional or non-disclosed fees will not be applicable to accepted bid pricing.*

Reviewed and approved:

Mike White  
Fleet Program Manager

Date

**CITY OF NORMAN****PUBLIC WORKS**

Fleet Division

**FORM FOR BIDDERS**  
**Request for Quote No. 2425-7**

Opening of Bids  
City of Norman  
Fleet Administration  
1301 Da Vinci Street  
Norman, Oklahoma 73069

Bid Opening  
July 19, 2024  
2:00 PM

Dear Bidder:

The undersigned bidder declares that before preparing this bid the detailed specifications were carefully read and that this bid is made with full knowledge of the kind, quality, and quantity of the materials or services to be furnished.

The undersigned bidder offers and proposes to furnish the materials, equipment, or other services hereinafter set forth, in the manner and under the conditions and in accordance with the specifications on file in the Office of the Purchasing Agent.

The quantity of this product to be purchased by the City of Norman may be any number in the anticipated quantity range hereinafter listed. This is an estimated quantity to be purchased, but does not in any way bind the City of Norman to purchase said quantity. Purchase orders are applicable for one year from Council approval date. All bids are to be made on a per unit basis.

## Section I

Unit Price (in gallons)  
(To include all fees)

BOBTAIL TRUCK

Unleaded Gasoline 87 Minimum Octane (no blended fuels)  
#2 Diesel Ultra Low Sulfur 15 PPM (no blended fuels)  
#2 Diesel Ultra Low Sulfur Winter Blend 15 PPM

\$ .12  
\$ .12  
\$ .12

## Section II

Unit Price (in gallons)  
(To include all fees)

TRANSPORT TRUCK

Unleaded Gasoline 87 Minimum Octane (no blended fuels)  
#2 Diesel Ultra Low Sulfur 15 PPM (no blended fuels)  
#2 Diesel Ultra Low Sulfur Winter Blend 15 PPM

\$ .0378  
\$ .0424  
\$ .0549

All items or materials shall be delivered within 1 business day to the City of Norman with transportation charges prepaid by the bidder. The City shall complete payment within 30 days of invoice receipt.

## AFFIDAVIT OF NON-COLLUSION

STATE OklahomaCOUNTY OF Oklahoma ) ss

Joani Shelton, of lawful age, being first duly sworn, on oath says, that (s)he is the agent authorized by the bidder to submit the attached bid. Affidavit further states that the bidder has not been a party to any collusion among bidders in restraint to freedom of competition by agreement to bid at a fixed price or to refrain from bidding; or with any city official or employee as to quantity, quality, or price in the prospective contract, or any other terms of prospective contract; or in any discussion between bidders and any city official concerning exchange of money or other thing of value for special consideration in the letting of a contract; that the bidder/contractor has not paid, given or donated or agreed to pay, give or donate to any officer or employee of the City of Norman, Oklahoma any money or other thing of value, either directly or indirectly, in the procuring of the award of a contract pursuant to this bid.

RED ROCK DISTRIBUTING CO.  
ONE NW 50TH ST  
PO BOX 18755  
OKLAHOMA CITY, OK 73154-0755

Bidder

By: Joani Shelton

Subscribed and sworn to before me on this 21<sup>st</sup> day of June, 2024.

Teresa Hollenbeck  
NOTARY PUBLIC (or Judge)



Commission expires on: 4-13-26

**Bid Document Addition:**

To be added to section 108 of the standard bid document:

**108.08 – PAYMENT TERMS**

The City shall complete payment within 30 days of invoice receipt.

**Contract Document Addition:**

Payment terms - to be added to contract paragraph numbered as "2)" that addresses payments:

The City shall complete payment to the CONTRACTOR within 30 days of invoice receipt.

Purchase of materials for City Project – to be added where appropriate:

Materials and/or services purchased by CONTRACTOR in connection with the City project shall be subject to the payment of City sales tax. If the CONTRACTOR is appointed to be an agent of the City by City Council resolution, thereby exempting material purchases for the project from the payment of City sales tax, CONTRACTOR shall certify, in writing, on the copy of the invoice or sales ticket to be retained by said CONTRACTOR that the purchases are made for and on behalf of the City in accordance with 68 O.S. 1356, paragraph 10.



### CERTIFICATE OF NONDISCRIMINATION

In connection with the performance of work under this contract, the Contractor agrees as follows:

- A. The contractor agrees not to discriminate against any employee or applicant for employment because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. The Contractor shall take affirmative action to ensure that employees are treated without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruiting or recruitment, advertising, lay-off, termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The Contractor and Subcontractor shall agree to post in a conspicuous place, available to employees and applicants for employment, notices setting forth the provisions in this section.
- B. In the event of the Contractor's noncompliance with this nondiscrimination clause, the contract may be canceled or terminated by the City Council. The Contractor may be declared by the City Council ineligible for further contracts with the said agency until satisfactory proof of intent to comply shall be made by the Contractor.
- C. The Contractor agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this agreement.


I have read the above stated clauses and agree to abide by their requirements.

  
Matthew Braun

  
Contractor

RED ROCK DISTRIBUTING CO.  
ONE NW 50TH ST  
PO BOX 18755  
OKLAHOMA CITY, OK 73154-0755

ATTEST:

  
Name and Title Fuel Operations

  
Teresa Hollenbeck - Secretary



## **NOTICE TO BIDDERS / RFP RECIPIENTS**

When submitting bids or responses to RFPs, corporate entities are required to comply with State law regarding authorized signatures.

State statute requires that bids/RFPs “be signed by the chair or vice chair of the Board of Directors, or the President, or by a Vice President, and attested by the Secretary or an Assistant Secretary; or by officers as may be duly authorized to exercise the duties....” 18 O.S. § 1007.A.2

However, if some other official with the corporation, such as a secretary signing a document, such signature needs to be accompanied by a certificate or a copy of a resolution adopted by the Board setting forth the authority of that individual to execute a contract.

With respect to limited liability corporations, every manager is an agent of the company for the purpose of business and binds the limited liability company. Therefore, instruments and documents shall be valid and binding upon the limited liability company if executed by one or more of its managers. 18 O.S. § 2019A

As set forth above when submitting bids and RFPs, certification adhering to the state statutes should accompany documents being turned in for review.

**File Attachments for Item:**

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-1: SUBMITTED BY KAYLA CASTO IN THE AGREED SETTLEMENT AMOUNT OF \$13,750 FOR DAMAGE TO HER VEHICLE, MEDICAL EXPENSES, AND ADDITIONAL COSTS AS A RESULT OF AN INCIDENT WITH A CITY SANITATION TRUCK ON OCTOBER 13, 2023.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

**REQUESTER:** AshLynn Wilkerson, Assistant City Attorney

**PRESENTER:** AshLynn Wilkerson, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2425-1: SUBMITTED BY KAYLA CASTO IN THE AGREED SETTLEMENT AMOUNT OF \$13,750 FOR DAMAGE TO HER VEHICLE, MEDICAL EXPENSES, AND ADDITIONAL COSTS AS A RESULT OF AN INCIDENT WITH A CITY SANITATION TRUCK ON OCTOBER 13, 2023.

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### **BACKGROUND:**

A claim was filed by Kayla Casto for vehicle damage, medical expenses, and additional costs that she incurred when her vehicle was struck by a City Sanitation truck on October 13, 2023, at the intersection of 36th Avenue NW and West Main Street.

### **DISCUSSION:**

This incident was investigated by City Sanitation Department staff who found on October 13, 2023, a City Sanitation employee was driving a trash truck southbound on 36th Avenue NW. As he approached the intersection of West Main Street, the employee observed a red traffic light. He attempted to stop his vehicle but was unable to do so before striking Ms. Casto's vehicle that was stopped directly in front of him. This subsequently caused Ms. Casto to hit the vehicle in front of her, which then hit the vehicle in front of them, making this a four-car traffic incident. None of the occupants of these vehicles required immediate ambulance service. At this time, Ms. Casto is the only person to submit a claim in this matter.

Ms. Casto sustained damage to the front and rear portions of her vehicle. She provided a vehicle repair estimate totaling \$11,369.66 however City staff research indicates the value of her 2014 Mazda 3 sedan is approximately \$8,730. Ms. Casto also produced bills totaling \$2,191 for medical treatment she received after the incident. The amount for the value of her vehicle plus medical bills totals \$10,921. Ms. Casto requests compensation in the total amount of \$13,750.

City Attorney staff have discussed this matter with Ms. Casto and believe her request is reasonable in order to settle all claims related to this action (property, medical, consequential damages). The City Attorney's office now presents this item to City Council for consideration of the proposed settlement.

**RECOMMENDATION:**

Based on the above and foregoing, it is the recommendation of the City Attorney's Office that the claim of Kayla Casto, in the agreed settlement amount of \$13,750, as set forth above, be approved. Adequate funds to pay this settlement are available in the Risk Management – Special Claims account (43122351-44724).



The City of  
NORMAN

## NOTICE OF TORT CLAIM

### Return Completed Forms to:

City Clerk's Office – Tort Claims  
CITY OF NORMAN, P.O. BOX 370  
NORMAN, OKLAHOMA 73070

Please complete *ALL* pages of this form. Please print or type the responses. *Failure to provide information required in this form can invalidate your claim.*

### CLAIMANT(S) INFORMATION

CLAIMANT(S): KAYLA CASTO

Date of Birth: [REDACTED]

ADDRESS: [REDACTED]

STATE: O

EMAIL ADDRESS: [REDACTED]

Claimants that are joint owners of property (such as co-owners of a vehicle or home) **must both** be included on the tort claim.

If Claimant is not the owner of the damaged property, provide owner's name, address, email, and daytime phone number.

### CLAIM INFORMATION

DATE OF INCIDENT: 23 OCT 23 TIME: 4:05 ☐ a.m. ☒ p.m.

LOCATION OF INCIDENT: W. MAIN ST. NORMAN

### STATEMENT OF CIRCUMSTANCES / REASONS YOU BELIEVE CITY IS LIABLE:

Include the name of the City department and/or employee involved. Provide any evidence that will prove City or a City employee was responsible, including any photographs of the alleged damages to support your claim.

\* PLEASE SEE ATTACHED POLICE REPORT \*

(Use additional pages if necessary.)

FILED IN THE OFFICE  
OF THE CITY CLERK  
ON 10/13/24



**INSURANCE INFORMATION**

List the name of your insurance company and agent, the address, and phone number.

USAA

Have you filed a claim with your insurance company for these damages? ☒ Yes ☐ No

If yes, submit a copy of your claim.

Have you been, or do you expect to be, compensated for your damages by your insurance company? ☒ Yes ☒ No

What was or will be the amount of compensation from your insurance company? \$ 13,990.97

**COMPENSATION REQUESTED****PROPERTY DAMAGE:**

Please list items damaged, the age and original cost of each item, the amount of property loss claimed, and include any required supporting documentation referenced below.

**PROPERTY DAMAGE DESCRIPTION:****AMOUNT CLAIMED:**

- |                             |    |
|-----------------------------|----|
| 1. *REFER TO BILL ESTIMATE* | \$ |
| 2. _____                    | \$ |
| 3. _____                    | \$ |
| 4. _____                    | \$ |

TOTAL AMOUNT CLAIMED FOR PROPERTY DAMAGE: \$ 11,589.66

**Required Supporting Documentation for Property Damage:**

1. If you are alleging damage to your vehicle:
  - a. Copy of the vehicle title, front and back;
  - b. Photographs of the vehicle showing the damage, including photographs of the VIN and License Plate;
  - c. Copy of either actual repair bill OR two estimates for cost of repair; AND
  - d. Copy of receipts or estimates showing associated expenses such as: towing, vehicle rental, etc.
2. If you are alleging damage to your home or to real property:
  - a. Copy of the current deed.

OTHER DAMAGE (Is the claim seeking compensation other than for loss or damage to property?):

PAYING REST OF CAR LOAN WITHOUT A CAR, HOSPITAL BILL

Please describe the type of injury or damage you sustained. You **must** state the compensation requested (do not include amounts already requested in previous sections) and include any required supporting documentation referenced below.**OTHER DAMAGE DESCRIPTION:****AMOUNT CLAIMED:**

- |                  |         |
|------------------|---------|
| 1. HOSPITAL BILL | \$ 3191 |
| 2. _____         | \$      |
| 3. _____         | \$      |
| 4. _____         | \$      |

Were you on the job at the time of the injury? ☐ Yes ☒ No

If so, what is the name of your employer? \_\_\_\_\_

Has any medical bill been paid or will be paid by Medicare/Medicaid? ☐ Yes ☒ No

If so, list: Medicare/Medicaid number: \_\_\_\_\_ SSN: \_\_\_\_\_

Date of Birth: \_\_\_\_\_ Gender: \_\_\_\_\_

If the City is responsible for such bills, the City must report any settlement to Medicare/Medicaid.

I understand that the information requested is to assist the requesting insurance information arrangement to accurately coordinate benefits with Medicare/Medicaid and to meet its mandatory reporting obligation under Medicare Secondary Payer Act 42 U.S.C§1395y.

\_\_\_\_\_  
Medicare/Medicaid Beneficiary Name (please print)

\_\_\_\_\_  
Medicare/Medicaid Beneficiary Name Signature

TOTAL AMOUNT OF OTHER DAMAGE CLAIMED:

\$ 2,960

***Required Supporting Documentation for Other Damage:***

1. If you are alleging personal injury:

- a. Name and address of all health care providers who provided treatment since the time of the incident, AND
- b. A HIPPA compliant authorization for release of health information from all providers.

TOTAL AMOUNT REQUESTED TO FULLY SETTLE THE ABOVE CLAIM(S): \$ 13,760.66  
(required)

**THIS FORM MUST BE SIGNED AND RETURNED TO THE CITY CLERK'S OFFICE WITH ALL REQUESTED INFORMATION IN ORDER TO BE PROCESSED.**

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

\_\_\_\_\_  
CLAIMANT'S SIGNATURE

\_\_\_\_\_  
CLAIMANT'S SIGNATURE (if applicable)

I WAS IN A CAR COLLISION THAT WAS CAUSED BY [REDACTED] MILLS, THE DRIVER OF THE GREEN PETERBILT GARBAGE TRUCK UNDER THE EMPLOYMENT OF THE CITY OF NORMAN. MILLS HAD FAILED TO STOP AT A TURNING RED LIGHT THEREFORE, PUSHING MY VEHICLE INTO THE ONE IN FRONT OF ME AND DAMAGING MY VEHICLE ACRUING TO A TOTAL LOSS OF THE VEHICLE. I HAVE FILED A CLAIM WITH MY INSURANCE BUT THEY ARE NOT COMPENSATING ME. I AM REQUESTING COMPENSATION FROM THE CITY OF NORMAN FOR MY CAR LOAN PAYMENT. I HAD PAID \$3,165.84 OUT OF POCKET FROM MY SAVINGS ACCOUNT TO PAY THE REST OF THE LOAN OFF SO THAT WE COULD GET THE TITLE OF MY CAR TO FILE THIS CLAIM. MY INSURANCE, USAA, PAID \$13,990.97 OF THE CAR LOAN AND I PAID THE REST. I COULD NOT GET A SECOND ESTIMATE OF THE CAR REPAIR BECAUSE THE CAR WAS REPORTED AS A TOTAL LOSS. I AM ALSO REQUESTING COMPENSATION FOR DAMAGES AND HOSPITAL BILLS THAT I HAVE RECEIVED DURING THE ACCDIDENT. I HAVE ATTACHED THE POLICE REPORT AND ALL OTHER SUPPORTING DOCUMENTS FOR THIS CLAIM FOR COMPENSATION FROM THE CITY OF NORMAN.

KAYLA CASTO  
[REDACTED]







**CALIBER - NORMAN**  
 RESTORING THE RHYTHM OF YOUR LIFE  
 3201 W. Rock Creek Rd, NORMAN, OK 73072  
 Phone: (405) 531-0163  
 FAX: (405) 531-9880

Workfile ID: 25a1d1f5  
 Federal ID: 33-0730794  
 State ID: 33-0730794  
 Federal EPA: In process  
 State EPA: In process

### Estimate of Record

**RO Number: 951001139**

Written By: Wade Snook, 11/3/2023 11:35:27 AM  
 Adjuster: Perez, Jonathan, (800) 531-8722 Business

Type of Loss: Collision Date of Loss: 10/23/2023 4:00 PM Days to Repair: 30  
 Point of Impact: 15 Total Loss

**Owner:**

**Inspection Location:**

**Insurance Company:**

CALIBER - NORMAN  
 3201 W. Rock Creek Rd  
 NORMAN, OK 73072  
 Repair Facility  
 (405) 531-0163 Business

### VEHICLE

2014 MAZD 3 i Grand Touring Automatic 4D SED 4-2.0L Gasoline Gasoline Direct Injection PEARL WHITE

VIN: [REDACTED] E1179902 Interior Color: BLACK Mileage In: 77,933 Vehicle Out:  
 License: LZQ091 Exterior Color: PEARL WHITE Mileage Out: 77,933  
 State: OK Production Date: 2/2014 Condition: Job #:

**TRANSMISSION**

Automatic Transmission

**POWER**

Power Steering

Power Brakes

Power Windows

Power Locks

Power Mirrors

Heated Mirrors

Power Driver Seat

**DECOR**

Dual Mirrors

Aftermarket Film Tint

Console/Storage

Overhead Console

**CONVENIENCE**

Air Conditioning

Intermittent Wipers

Tilt Wheel

Cruise Control

Rear Defogger

Keyless Entry

Steering Wheel Touch Controls

Telescopic Wheel

Climate Control

Navigation System

Backup Camera

**RADIO**

AM Radio

FM Radio

Stereo

Search/Seek

CD Player

Auxiliary Audio Connection

Premium Radio

Satellite Radio

**SAFETY**

Drivers Side Air Bag

Passenger Air Bag

Anti-Lock Brakes (4)

4 Wheel Disc Brakes

Front Side Impact Air Bags

Head/Curtain Air Bags

Hands Free Device

Blind Spot Detection

**ROOF**

Electric Glass Sunroof

**SEATS**

Bucket Seats

Reclining/Lounge Seats

Leather Seats

Heated Seats

**WHEELS**

Aluminum/Alloy Wheels

**PAINT**

Three Stage Paint

**OTHER**

Traction Control

Stability Control

Rear Spoiler

Signal Integrated Mirrors

# Estimate of Record

Item 5.

RO Number: 951001139

2014 MAZD 3 i Grand Touring Automatic 4D SED 4-2.0L Gasoline Gasoline Direct Injection PEARL WHITE

Line	Oper	Description	Part Number	Qty	Extended Price \$	Labor	Paint
1	#	===== Required Notes for USAA Drive Ins =====		1			
2	#	For Supplements Use Estimate Share Within CCC One		1			
3	#	Have Questions or Non-CCC User?		1			
4	#	Call 800.637.8511 - Press 2 for Repair Facility		1			
5	#	Then Press 2 for Technical Support,		1			
6	#	Then Press 4 for "All Other"		1			
7	#	===== End USAA Drive In Notes =====		1			
8	<b>FRONT BUMPER</b>						
9		O/H front bumper				3.2	
10	** <>	Repl A/M CAPA Bumper cover	BJS750031A9U	1	238.00	Incl.	2.8
11		Add for Three Stage					2.0
12	#	Repl Flex Additive		1	5.00 T		
13		R&I RT Bezel w/o fog lamps				Incl.	
14	**	Repl A/M LT Bezel w/o fog lamps	BHN150C21A	1	38.00	Incl.	
15	**	Repl A/M CAPA Absorber	BJS750111	1	65.00	Incl.	
16	**	Repl A/M CAPA Impact bar	B45A50070A	1	214.00	1.3	<u>1.0</u>
17	**	Repl A/M LT Retaining brkt	BHN1500U1E	1	7.00	0.1	
18	<b>GRILLE</b>						
19	*	R&I Sight shield				Incl.	
20	**	Repl A/M Grille flat black	BJS750712	1	47.00	Incl.	
21	*	R&I RT Molding				Incl.	
22	**	Repl A/M LT Molding	BHN1507K1A	1	38.00	Incl.	
23	*	R&I Emblem w/o adaptive cruise				Incl.	
24	<b>FRONT LAMPS</b>						
25	**	Repl A/M CAPA LT Headlamp	BPW1510L0	1	<u>209.97</u>	0.5	
26		Aim headlamps				0.5	
27	*	R&I RT Turn signal lamp				Incl.	
28	**	Repl A/M CAPA LT Turn signal lamp	B45A51360A	1	<u>64.00</u>	Incl.	
29	<b>HOOD</b>						
30	**	Repl A/M CAPA Hood (HSS)	BAY05231X	1	356.00	1.5	3.0
31		Overlap Major Non-Adj. Panel					-0.2
32		Add for Three Stage					1.1
33		Add for Underside(Complete)					1.5
34	<b>FENDER</b>						
35		Blnd RT Fender (HSS)					1.3
36	*	Rpr LT Fender (HSS)				<u>2.0</u>	1.8
37		Overlap Major Adj. Panel					-0.4
38		Add for Three Stage					0.6

## Estimate of Record

## RO Number: 951001139

2014 MAZD 3 i Grand Touring Automatic 4D SED 4-2.0L Gasoline Gasoline Direct Injection PEARL WHITE

39		R&I	RT Fender liner				0.4	
40		R&I	LT Fender liner				0.4	
41		R&I	RT Upper seal				0.1	
42		R&I	LT Upper seal				0.1	
43		Repl	LT Bumper bracket (UHS)	B45A5418XA	1	56.59 s	1.4	0.4
44			Add for Three Stage					0.2
45		Repl	LT Front panel (HSS)	B45A54140	1	81.01 s	1.6	0.8
46		<b>REAR BODY &amp; FLOOR</b>						
47		Repl	Rear panel assy	B4YA7075ZA	1	146.31	7.5	1.6
48			Overlap Major Non-Adj. Panel					-0.2
49			Add for Three Stage					0.6
50			Add for Inside					0.8
51	#	Rpr	Set Up and Measure Frame/Unibody				2.0	
52	#	Repl	Caulk/Seam Sealer		1	40.00 T		
53	#	Repl	Rust Proofing - Undercoat		1	5.00 T		
54	#	Repl	Cavity Wax		1	18.00 T	0.5	
55	#		Mask for Primer		1	12.00 X	0.3	
56	#		Mask Jambs, Opening, Entry		1	12.00 X	0.3	
57	#		Repair Procedure / OEM Access Fee		1	X	0.8	
58	#	Refn	Weld Zone Refinish			X		1.0
			Note: TAIL LAMP POCKETS AND LOWER QTRS					
59		Repl	Rear panel trim Japan built	BHN16889XA	1	35.77	0.3	
60		R&I	Floor mat Japan built				0.1	
61		R&I	Floor cover Japan built				0.2	
62		R&I	RT Trunk side trim Japan built				0.3	
63		R&I	LT Trunk side trim Japan built				0.3	
64		R&I	Pkg tray trim Japan built w/o Bose system				0.3	
65	*	Rpr	Rear floor pan				<u>8.0</u>	1.2
66			Overlap Minor Panel					-0.2
67		<b>TRUNK LID</b>						
68	*	Repl	LKQ trunk lid assy +25%	BHY05261XC	1	418.75	1.0	2.3
69			Overlap Major Adj. Panel					-0.4
70			Add for Three Stage					0.8
71	*	R&I	Weatherstrip				<u>Incl.</u>	
72		R&I	Lock				0.3	
73	*	R&I	Emblem				<u>0.1</u>	
74		Repl	Nameplate "MAZDA 3"	BHN151721	1	24.95	0.2	
75	*	R&I	Nameplate "SKYACTIV"				<u>0.2</u>	
76	#	Rpr	Clean and Repair Moldings				0.3	
			Note: CLEAN AND RETAPE SKYACTIV NAMEPLATE					
77	#		Remove Adhesive from Repaired Panel		1	3.00 X	0.5	
			Note: REMOVE DECKLID ADHESIVES FROM NAMEPLATES FOR PAINT OFF LKQ DECKLID					



## RO Number: 951001139

2014 MAZD 3 i Grand Touring Automatic 4D SED 4-2.0L Gasoline Gasoline Direct Injection PEARL WHITE

78	R&I	Spoiler assy white				0.7	
79	Repl	RT Hinge	B45A52710B	1	105.42	0.4	0.5
80		Overlap Minor Panel					-0.2
81	<b>REAR LAMPS</b>						
82	R&I	RT Tail lamp assy w/o LED Japan built				0.4	
83	R&I	LT Tail lamp assy w/o LED Japan built				0.4	
84	R&I	RT Backup lamp assy w/o LED Japan built				0.3	
85	R&I	LT Backup lamp assy w/o LED Japan built				0.3	
86	R&I	RT License lamp				0.1	
87	R&I	LT License lamp				0.1	
88	*	Repl LKQ RT Tail lamp assy w/LED +25%	BHN251150E	1	112.50	<u>0.4</u>	
89	*	Repl LKQ LT Tail lamp assy w/LED +25%	BHN251160E	1	156.25	<u>0.4</u>	
90	<b>REAR BUMPER</b>						
91		O/H rear bumper				2.2	
92	** <>	Repl A/M CAPA Bumper cover	BJS750221A9U	1	280.00	Incl.	2.6
93		Overlap Major Non-Adj. Panel					-0.2
94		Add for Three Stage					1.0
95		Deduct for Rear Bumper R&I				-1.6	
96	R&I	RT Reflector				Incl.	
97	R&I	LT Reflector				Incl.	
98	R&I	RT Tow brkt cover Japan built				Incl.	
99	Blnd	RT Tow brkt cover Japan built					0.1
100	Repl	LT Tow brkt cover Japan built	BFYB50EL1	1	16.49	Incl.	0.2
101		Add for Three Stage					0.1
102	*	Repl LKQ Impact bar +25%	BHN150260	1	265.00	<u>0.4</u>	<u>1.0</u>
103	**	Repl A/M CAPA Filler	BHN150311	1	76.00	Incl.	
104	<b>VEHICLE DIAGNOSTICS</b>						
105	#	Subl Static Calibration - Blind Spot Warning		1	400.00	X	
106	<b>MISCELLANEOUS OPERATIONS</b>						
107	Repl	Cover car/bag		1		0.2	
108	#	Rpr Disconnect Battery				0.2	
109	#	Rpr Pre-Repair diagnostic scan				0.5	
110	#	Subl Pre-Repair diagnostic scan		1	50.00	X	
111	#	Rpr Post-Repair diagnostic scan				0.5	
112	#	Subl Post-Repair diagnostic scan		1	70.00	X	
113	<b>SEATS &amp; TRACKS</b>						
114	R&I	R&I rear seat				0.7	
115	<b>EXHAUST SYSTEM</b>						
116	*	R&I Muffler & pipe sedan Japan built			m	<u>0.8</u>	
117	R&I	Rear shield sedan				0.6	

## Estimate of Record

## RO Number: 951001139

2014 MAZD 3 i Grand Touring Automatic 4D SED 4-2.0L Gasoline Gasoline Direct Injection PEARL WHITE

118	<b>QUARTER PANEL</b>						
119	*	Rpr	RT Quarter panel			<u>5.0</u>	2.2
120			Overlap Major Adj. Panel				-0.4
121			Add for Three Stage				0.7
122	*	Rpr	LT Quarter panel			<u>6.0</u>	2.2
123			Overlap Major Adj. Panel				-0.4
124			Add for Three Stage				0.7
125		Repl	RT Stone guard	BHS2504P2	1	7.57	0.2
126		Repl	LT Stone guard	BHS2504R2	1	7.57	0.2
127		Repl	RT Rear pillar	B4YA7044YA	1	192.29	2.0
128			Add for Three Stage				0.2
129		Repl	LT Rear pillar	B4YA7144YA	1	192.29	2.0
130			Add for Three Stage				0.2
131	<b>PILLARS, ROCKER &amp; FLOOR</b>						
132	*	Blnd	RT Hinge pillar sedan			s	<u>0.8</u>
			Note: carry clear roof rail				
133	*	Blnd	LT Hinge pillar sedan			s	<u>0.8</u>
			Note: carry clear roof rail				
134	<b>ROOF</b>						
135		R&I	RT Roof molding				0.3
136		R&I	LT Roof molding				0.3
137	<b>RADIATOR SUPPORT</b>						
138	**	Repl	A/M CAPA Upper tie bar	B45A53150A	1	44.00	0.3
139		Repl	Lock support	B45A5215Y	1	18.90	0.2
140	<b>COOLING</b>						
141		Repl	Temp sensor	B59318840A	1	57.73	
142	<b>AIR CONDITIONER &amp; HEATER</b>						
143	*	Repl	LKQ Condenser assy Japan built +25%	GHR161480B	1	75.00 m	<u>0.6</u>
144		Repl	AC Service evacuate & recharge		1	m	1.4 M
145		Repl	AC Service refrigerant recovery		1	m	0.4 M
146	<b>ELECTRICAL</b>						
147	*	Repl	LKQ Fuse & relay box +25%	B62S66760	1	50.00	
148	<b>REAR DOOR</b>						
149		Blnd	LT Door shell (HSS)				1.4
150	*	R&I	LT Belt molding black Japan built				<u>0.3</u>
151		R&I	LT Handle, outside black				0.4
152		R&I	LT R&I trim panel				0.5
153			OTHER CHARGES				
154	#		E.P.C.	1	3.00		
<b>SUBTOTALS</b>					<b>4,315.36</b>	<b>64.7</b>	<b>37.7</b>

## NOTES

Estimate Notes:

# Estimate of Record

Item 5.

## RO Number: 951001139

2014 MAZD 3 i Grand Touring Automatic 4D SED 4-2.0L Gasoline Gasoline Direct Injection PEARL WHITE

Vehicle is a confirmed total loss

CCC Request # 115914470

Date received 10-24-23

Date Contacted 10-24-23

Date Inspected 11-1-23

Approx.30 working days to complete repairs

Production Date - 02/2014

Drivable (Y/N) n

Tag Expires - 08-23

APU Search info -

Prior Damage description -

Additional Comments-

## ESTIMATE TOTALS

Category	Basis		Rate	Cost \$
Parts				3,697.36
Body Labor	62.9 hrs	@	\$ 63.00 /hr	3,962.70
Paint Labor	37.7 hrs	@	\$ 63.00 /hr	2,375.10
Mechanical Labor	1.8 hrs	@	\$ 105.00 /hr	189.00
Paint Supplies				550.00
Miscellaneous				615.00
Other Charges				3.00
Pre-Tax Discount			-1.7 %	-193.67
Subtotal				11,198.49
Sales Tax	\$ 4,241.99	@	8.7500 %	371.17
<b>Grand Total</b>				<b>11,569.66</b>
Deductible				200.00
<b>CUSTOMER PAY</b>				<b>200.00</b>
<b>INSURANCE PAY</b>				<b>11,369.66</b>

STATEMENT DATE: March 22, 2024



GUARANTOR ACCOUNT NUMBER		GUARANTOR NAME
		Kayla N Casto
Mon-Fri 8AM-5:00PM CST	Questions about your bill? Please call: (405) 217-3106 or (800) 348-5209	<b>AMOUNT DUE:</b> <b>\$2,191.00</b>

Upon Receipt

Please review all outstanding patient balances with their current status on the reverse side of this notice.

Please pay this amount

\$2,191.00

## IMPORTANT MESSAGE

**NOTICE:** If payment in full or acceptable payment arrangements are **not** made by the due date, these accounts will be turned to collections and will affect your credit.

**NOTE:**  
If you are a patient of Norman Regional Health System, you may receive separate bills from additional providers who assisted with your care.

## PAYMENT OPTIONS

Pay your bill online at  
[www.normanregional.com](http://www.normanregional.com)  
Pay by Phone by calling (405) 217-3106  
you can also enroll in paperless billing at [www.normanregional.com](http://www.normanregional.com)

## PAYMENT PLANS:

Norman Regional Health System offers a variety of interest-free payment plan options with up to 36-months for repayment.

## CHARITY CARE FINANCIAL ASSISTANCE:

Norman Regional Health System provides patients with option to pay for health care services provided to them at our facilities. The Financial Assistance Charity Care Policy is a program for patients who meet federal guidelines for poverty levels.

Financial Assistance applications will be reviewed and assessed based on income, assets, and family size. Financial Assistance is not available for any cosmetic or self-pay package accounts. It is the responsibility of the patient to establish their eligibility for the program discount.

To obtain an itemized statement of your charges, please contact (405) 217-3106

For assistance please call: Patient Financial Services  
Call (405) 217-3106 or (800) 348-5209  
8AM – 5PM, Monday – Friday  
[www.normanregional.com](http://www.normanregional.com)

Thank you for choosing Norman Regional Health System for your health care needs.



Account Number	Date of Service	Amount
	10/23/23	\$2,191.00
	ADDITIONAL CHARGES	\$0.00
	<b>TOTAL AMOUNT DUE</b>	<b>\$2,191.00</b>

Pay your bill online at  
[www.normanregional.com](http://www.normanregional.com)

## MAKE CHECKS PAYABLE AND REMIT TO:

Norman Regional Health System  
Patient Financial Services  
P.O. Box 441188  
Aurora, CO 80044-1188



DO NOT WRITE IN THIS SPACE

## Incident Report

Investigation Completed

Investigation Made at Scene

Photographs

Y	N
<input checked="" type="checkbox"/>	<input type="checkbox"/>
Item 5.	
Revision	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Fatality	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>
Hit and Run	
<input checked="" type="checkbox"/>	<input checked="" type="checkbox"/>

## OFFICIAL OKLAHOMA TRAFFIC COLLISION REPORT

(1) Reporting Agency		Case Number (Agency Use)	
NORMAN POLICE DEPARTMENT		2023-00071550	
Motor Vehicles Involved		04	Number Injured
			01
Number Killed		00	
(2) Date of Collision (mm/dd/yyyy)		Time	County Number and Name
10232023		1605	14 CLEVELAND
Nearest City or Town Number and Name		In	Near
20 NORMAN		<input checked="" type="checkbox"/>	
(3) Distance from Nearest City or Town Limits		Control #	Int ID
Mi. <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> E <input type="checkbox"/> W			
Ft. <input type="checkbox"/> S <input type="checkbox"/> W			
(4) Street, Road or Highway		Distance from	(Nearest) Intersecting Street, Road or Highway
W MAIN ST		At	36TH AVE NW
<input checked="" type="checkbox"/>		Mi. <input type="checkbox"/> N <input type="checkbox"/> E <input type="checkbox"/> S <input type="checkbox"/> W	
Ft. <input type="checkbox"/> S <input type="checkbox"/> W			
(5) Unit		Occupants	Type
01		01	D
Hit & Run		Last Name	First
<input type="checkbox"/>		MILLS	
CMV			
(6) Address		City	State
(7) Driver License Number		State	Class
		OK	B
Endorsement(s)		Restriction(s)	Inj. Sev.
			1
Type of Injury		Drv./Ped. Cond.	OP Use
0		01	04
(8) Ejected Extricated		Test	(% BAC)
Air 1 1 1		5	0
Bag		Transported by	To Medical Facility
License Plate Number		State	Month
CI41628		OK	00
Year		2021	
(9) VIN		Vehicle Year	Color
NF111521		2022	GRN
2nd Color		Make	Model
0		PTRB	PETE
Veh. Conf.		Extent of Damage	
22		2	
(10) Insurance Company Name		Policy Number	Insurance Telephone (Use Area Code)
Insurance Verification			
4			
(11) Vehicle Removed by		Owner's Last Name	First
Driver		CITY OF NORMAN	
<input checked="" type="checkbox"/>		Same as Driver	
(12) Owner's Address		City	State
201 W GRAY ST		NORMAN	OK
Zip		Oversized Load	Towed Veh. Type
73069		0	00
Rolled		Phone present	
<input type="checkbox"/>		Burned	Phone in use
<input type="checkbox"/>			
(13) Citation Number		Statute/Ordinance Number	Citation Number
Statute/Ordinance Number			
(14) Unit		Occupants	Type
02		01	D
Hit & Run		Last Name	First
<input type="checkbox"/>		CASTO	KAYLA
CMV			
(15) Address		City	State
(16) Driver License Number		State	Class
		OK	D
Endorsement(s)		Restriction(s)	Inj. Sev.
			2
Type of Injury		Drv./Ped. Cond.	OP Use
5		01	04
(17) Ejected Extricated		Test	(% BAC)
Air 1 1 1		5	0
Bag		Transported by	To Medical Facility
		REFUSED (TO OF)	REFUSED
License Plate Number		State	Month
		OK	08
Year		2023	
(18) VIN		Vehicle Year	Color
9902		2014	WHI
2nd Color		Make	Model
0		MAZD	323
Veh. Conf.		Extent of Damage	
02		3	
(19) Insurance Company Name		Policy Number	Insurance Telephone (Use Area Code)
Insurance Verification			
2		USAA	
(20) Vehicle Removed by		Owner's Last Name	First
Driver			
<input checked="" type="checkbox"/>		Same as Driver	
(21) Owner's Address		City	State
Zip		Oversized Load	Towed Veh. Type
		0	00
Rolled		Phone present	
<input type="checkbox"/>		Burned	Phone in use
<input type="checkbox"/>			
(22) Citation Number		Statute/Ordinance Number	Citation Number
Statute/Ordinance Number			
(23) Investigating Officer		Badge Number	Trp/Div. Assigned
RAINES		185375	
Trp/Div. Location		Reviewer (Init.)	Reviewer Badge Number
		RM	118466
Date of Report (mm/dd/yyyy)		10232023	
Unit Type		Injury Severity	Type of Injury
D Driver		0 N/A	0 N/A
Z Other Cyclist		4 Incapacitating	3 Trunk - Internal
C Parked Car		1 No Injury	1 Head
A Animal		5 Fatal	2 Trunk - External
T Train		9 Unknown	5 Arms
B Bicyclist		Non-incapacitating	9 Unknown
Driver/Pedestrian Condition		Occupant Protection (OP) In Use	
00 Not Applicable		05 Child Restraint Type Unknown	10 Booster Seat
01 Apparently Normal		06 Restraint Used - Type Unknown	11 Other
02 Drinking - Ability Impaired		07 Helmet	99 Unknown
03 Odor of Alcohol Beverage		08 Child Restraint - Forward Facing	
04 Illegal Drugs		09 Child Restraint - Rear Facing	
05 Under the Influence of Medications			
06 Very Tired			
07 Sleepy			
08 Ill (Sick)			
09 Dizzy/Faint			
10 Emotional			
11 Other			
00 Not Applicable		01 None Used	02 Lap Belt Only
01 None Used		03 Shoulder Belt Only	04 Shoulder and Lap Belt
02 Lap Belt Only			
03 Shoulder Belt Only			
04 Shoulder and Lap Belt			
05 Child Restraint Type Unknown			
06 Restraint Used - Type Unknown			
07 Helmet			
08 Child Restraint - Forward Facing			
09 Child Restraint - Rear Facing			
Air Bag Deployed		Ejected	Extricated
0 Not Applicable		0 Not Applicable	0 N/A
1 Not Deployed		1 Not Ejected	1 No
2 Deployed - Front		2 Ejected	2 Yes
3 Deployed - Side		9 Unknown	
9 Deployment Unknown			
Chemical Test		Extent of Damage	Insurance Verification
0 N/A		0 N/A	0 N/A
1 Blood		1 None	1 No
2 Trunk - Internal		2 Minor	2 Owner
3 Blood/Breath		3 Blood/Breath	
4 Test Refused		4 Disabling	
5 None Given		5 Unknown	
6 Other			
Towed Vehicle Type			
00 N/A		05 Another Vehicle	09 Stock Trailer
01 Boat Trailer		06 Utility Trailer	10 C
02 House Trailer		07 Homemade Trailer	11 C
03 Farm Trailer		08 Child Restraint - Forward Facing	12 C
04 Horse Trailer		08 Box Trailer	99 U

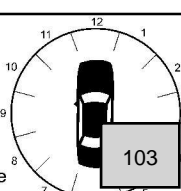
WARNING - STATE LAW

Use of contents for commercial solicitation is unlawful

Complete information below if this vehicle is being used for COMMERCE/BUSINESS and has a GVWR/GCWR IN EXCESS OF 10,000 LBS., or has a HAZMAT PLACARD, or is a BUS WITH SEATING FOR NINE OR MORE INCLUDING THE DRIVER

Position in Vehicle		Vehicle Configuration				Cargo Body Type			
		00. N/A				00. N/A			
		01. Passenger Veh.-2 Dr				01. Bus 9-15 seats			
		02. Passenger Veh.-4 Dr				02. Bus 16+ seats			
		03. Passenger Veh. Conv.				03. Van / Enclosed Box / Stock Trailer			
		04. Pickup				04. Cargo Tank			
		05. Single Unit Truck, 2 axles				04. Cargo Tank			
		06. Single Unit Truck, 3+ axles				05. Flatbed			
		07. School Bus		17. Motor Home		05. Flatbed			
		08. Truck/Trailer		18. Farm Machinery		05. Flatbed			
		09. Truck-Tractor (Bobtail)		19. ATV		05. Flatbed			
		10. Truck-Tractor/ Semi-Trailer		20. SUV		05. Flatbed			
		11. Truck-Tractor/ Double		21. Passenger Van		05. Flatbed			
		12. Truck-Tractor/ Triple		22. Truck more than 10,000 lbs., Cannot Classify		05. Flatbed			
		13. Bus/Large Van 9-15 occupants including driver		23. Van 10,000 lbs. or Less		05. Flatbed			
		14. Bus 16+ occupants including driver		24. Other		05. Flatbed			

Unit		Total Lanes in Roadway	Legal Speed	Pedestrian / Pedalcyclist Only				Was the collision in or near a construction, maintenance or utility work zone? (If yes, complete this section)		
				Actions Prior to Collision	Location at Time of Collision	Safety Equip.	Unit Number of Vehicle Striking			
This unit will correspond to 'Unit 1'	01	04	40					No	<input checked="" type="checkbox"/>	
This unit will correspond to 'Unit 2'	02	04	40							
<b>Light</b>	1	<b>What Vehicle Was Going to Do</b>	Unit 1 05	Unit 2 05	<b>Underride/Override</b>	Unit 1 0	Unit 2 0	<b>Type of Work Zone</b>	<b>Location of the Work Zone Collision</b>	
1 Daylight		00 Not Applicable			0 Not Applicable			1 Lane Closure	1 Before the First Work Zone Warning Sign	
2 Dark-Not Lighted		01 Go Ahead			1 No Underride or Override			2 Lane Shift/Crossover	2 Advance Warning Area	
3 Dark-Lighted		02 Turn Left			2 Underride, Compartment Intrusion			3 Work on Shoulder or Median	3 Transition Area	
4 Dawn		03 Turn Right			3 Underride, No Compartment Intrusion			4 Intermittent or Moving Work	4 Activity Area	
5 Dusk		04 Make "U" Turn			4 Underride, Compartment Intrusion Unknown			9 Unknown	5 Termination Area	
6 Dark-Unknown Lighting		05 Stop			5 Override, Motor Vehicle in Transport				9 Unknown	
7 Other		06 Slow for Cause			6 Override, Other Motor Vehicle					
9 Unknown		07 Start from Park/Stop			9 Unknown					
<b>Weather</b>	01	08 Change Lanes			<b>Traffic Control</b>	Unit 1 02	Unit 2 02	<b>Workers Present</b>	Yes <input type="checkbox"/> No <input type="checkbox"/> Unknown <input type="checkbox"/>	
01 Clear		09 Overtake			00 No Control			<b>Trafficway</b>	Unit 1 2	Unit 2 2
02 Fog/Smog/Smoke		10 Pass			01 Stop Sign			0 Not Applicable		
03 Cloudy		11 Back			02 Traffic Signal			1 One Way		
04 Rain		12 Remain Stopped			03 Flashing Traffic Signal			2 Two-Way - Not Divided		
05 Snow		13 Remain Parked			04 School Zone Signs			3 Two-Way - Divided		
06 Sleet/Hail (Freezing Rain/Drizzle)		14 Enter/Merge in Traffic			05 Yield Sign			4 Two-Way - Divided - Positive Median Barrier		
07 Severe Crosswind		15 Negotiate a Curve			06 Warning Sign			5 Turn Lane		
08 Blowing Snow		16 Park			07 Railroad Advance Warning Sign			6 Ramp / Loop		
09 Blowing Sand, Soil, Dirt		17 Other			08 Railroad Cross Bucks			7 Driveway		
10 Other		99 Unknown			09 Railroad Gates			8 Alley / Parking Lot		
99 Unknown					10 Railroad Signal			9 Unknown		
<b>Locality</b>	6	<b>What Vehicle Did</b>	Unit 1 01	Unit 2 05	11 No Passing Zone			<b>Vehicle Removal</b>	Unit 1 4	Unit 2 4
1 Residential		00 Not Applicable			12 Person (including flagger, law enforcement, crossing guard, etc.)			0 Not Applicable		
2 Business		01 Went Ahead			13 Abnormal Control			1 Towed Due to Vehicle Damage		
3 Industrial		02 Turned Left			14 Other			2 Towed For Reasons Other Than Damage		
4 School		03 Turned Right			99 Unknown			3 Remained at Scene		
5 Not Built-up		04 Entered "U" Turn			<b>Road Surface Conditions</b>	Unit 1 01	Unit 2 01	4 Driven from Scene		
6 Mixed Use		05 Stopped			01 Dry			9 Unknown		
7 Other		06 Slowed			02 Wet			<b>Vehicle Condition</b>	Unit 1 01	Unit 2 01
9 Unknown		07 Started From Park/Stop			03 Ice/Frost			00 Not Applicable		
<b>Type of Intersection</b>	4	08 Entered Other Lane			04 Snow			01 Apparently Normal		
0 Not an Intersection		09 Overtaking			05 Mud, Dirt, Gravel			02 Brakes		
2 Y-Intersection		10 Passing			06 Slush			03 Headlights		
3 T-Intersection		11 Backed			07 Water (standing, moving)			04 Steering		
4 Four-Way Intersection		12 Remained Stopped			08 Sand			05 Tail Lights		
5 Five-Point or More Intersection as Part of Interchange		13 Remained Parked			09 Oil			06 Brake Lights		
7 Traffic Circle		14 Entered/Merged			10 Other			07 Tires/Wheels		
8 Roundabout		15 Departed Rdwy-Right			99 Unknown			08 Suspension		
9 Unknown		16 Departed Rdwy-Left			<b>Road Character</b>	Unit 1 1	Unit 2 1	09 Signal lights		
<b>Incident Type</b>	00	17 Swerved Right			1 Level			10 Windows		
00 Not an Incident		18 Swerved Left			2 Hillcrest			11 Truck Coupling/Trailer Hitch/Safety Chains		
51 Private Property		19 Parked			3 Uphill			12 Mirrors 15 Other		
52 Deliberate Intent		20 Other			4 Downhill			13 Wipers 99 Unknown		
53 Medical Condition					5 Sag (bottom)			14 Power Train		
54 Legal Intervention		<b>Visibility Obscured by</b>	Unit 1 00	Unit 2 00	<b>Road Alignment</b>	Unit 1 1	Unit 2 1	<b>Special Function of Vehicle</b>	Unit 1 15	Unit 2 00
55 Suicide		00 Not Applicable			1 Straight			00 Not Applicable		
57 Drowning		01 Trees			2 Curve - Left			01 School Bus		
58 Other		02 Embankment			3 Curve - Right			02 Transit Bus		
<b>Location of First Harmful Event</b>	01	03 Building			<b>Road Surface Type</b>	Unit 1 2	Unit 2 2	03 Intercity Bus		
01 On Roadway		04 Signs			1 Concrete			04 Charter Bus		
02 Shoulder		05 Parked Vehicles			2 Asphalt			05 Other Bus		
03 Median		06 High Weeds			3 Gravel			06 Military		
04 Roadside		07 Fences			4 Dirt			07 OHP		
05 Gore		08 Shrubbery			5 Brick			08 Other Police		
06 Separator		09 Ice, Snow or Frost on Windows			6 Other			09 Other Law Enforcement		
07 Parking Lane/Zone		10 Smoke			9 Unknown			10 Ambulance		
08 Off Roadway, Location Unknown		11 Fog			<b>Driver Distracted by</b>	Unit 1 0	Unit 2 0	11 Fire Truck		
09 Outside Right-of Way		12 Dust			0 Not Applicable/None			12 Public Owned Vehicle		
10 Other		13 Rain			1 Electronic Communication Devices			13 Highway Equipment		
99 Unknown		14 Sun			2 Other Electronic Device			14 Special Mobilized Machine		
		15 Other			3 Other Inside Vehicle			99 Unknown		
		99 Unknown			4 Other Outside Vehicle			<b>Emergency Vehicle Responding to an Emergency</b>	Unit 1 0	Unit 2 0
					9 Unknown			0 N/A 2 No		
								1 Yes 9 Unknown		
								<b>Point of First Contact on Vehicle</b>	Unit 1 12	Unit 2 06
								<b>Most Damaged Area</b>	Unit 1 12	Unit 2 06
								00 Not Applicable		
								13 Top		







**File Attachments for Item:**

6. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$3,375.63 FROM THE UNIVERSITY OF OKLAHOMA PRICE COLLEGE OF BUSINESS TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.



## THE CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

**REQUESTER:** Kellee Robertson, Manager, Animal Welfare Division

**PRESENTER:** Kevin Foster, Chief of Police

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$3,375.63 FROM THE UNIVERSITY OF OKLAHOMA PRICE COLLEGE OF BUSINESS TO BE USED AT THE NORMAN ANIMAL WELFARE CENTER.

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### BACKGROUND:

Section 12-111 of the City Code requires that the City Council accept any donation over \$250 before use or disbursement. This item is being brought forward for that purpose. The Norman Animal Welfare Center often receives general, unsolicited donations for unspecified uses. These donations are accepted and deposited within a dedicated account, where they are maintained until requested and approved for disbursement for use by our facility.

### DISCUSSION:

At their 06/25/2024 meeting, the City Council accepted a \$5000 donation from the University of Oklahoma Price College of Business (item #14). Subsequently, the Animal Welfare Center was informed the donation amount will be \$8,375.63. This item is brought forward for consideration to accept the additional \$3,375.63.

### RECOMMENDATION:

It is recommended that the City Council accept the additional donation of \$3,375.63 and the money be deposited into Animal Welfare Miscellaneous Revenues/Contributions/Donations (account 10-22431).

**File Attachments for Item:**

7. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE IN THE AMOUNT OF \$2,527.35 FOR THE PURCHASE OF ENDOTRACHEAL TUBES AND INTUBATION EQUIPMENT TO BE USED BY THE NORMAN FIRE DEPARTMENT, AND APPROPRIATION OF THE DONATED FUNDS.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/23/2024

**REQUESTER:** Justin Garrett

**PRESENTER:** Justin Garrett, EMS Director

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION FROM THE CLEVELAND COUNTY PUBLIC SAFETY SALES TAX COMMITTEE IN THE AMOUNT OF \$2,527.35 FOR THE PURCHASE OF ENDOTRACHEAL TUBES AND INTUBATION EQUIPMENT TO BE USED BY THE NORMAN FIRE DEPARTMENT, AND APPROPRIATION OF THE DONATED FUNDS.

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### **BACKGROUND:**

Section 12-111 of the City Code requires that the City Council accept all donations in excess of \$250 received by the City, prior to the use or disbursement of same. Therefore, it is requested that Council review and consider the following items for acceptance and use by the Norman Fire Department.

The Norman Fire Department is a member of the Cleveland County Public Safety Sales Tax Committee (CCPSST). The Cleveland County Public Safety Sales Tax has been created to supplement the budget of emergency response providers in Cleveland County to help provide needed equipment for those departments.

### **DISCUSSION:**

In order to successfully secure a definitive airway in patients who need this intervention, equipment such as Endotracheal Tubes and Intubation equipment must be utilized. The approval of these funds will allow us to ensure that equipment is available for all stations as we expand the ability for Advanced EMTs and Paramedics to utilize this skill.

The Norman Fire Department submitted an agenda item to the CCPSST. A request for Endotracheal Tubes and Intubation equipment at a cost of \$2,527.35 was submitted. The Committee conducted its monthly meeting, and our agenda item was reviewed and voted on by Committee members. Norman Fire was awarded the funds to purchase the requested equipment.

Funds for the items have been received by the City and we are authorized to purchase the items and then submit proof of purchase to the CCPSST Chair, George Mauldin.

**RECOMMENDATION:**

It is recommended that City Council accept the donation of \$2,527.35 and deposit the funds into Donations-Public Safety (account 106-363376), and appropriate the funds into Fire Suppression: Other Supplies/Materials/First Aid Supplies (account 10664143-43116) for Endotracheal Tubes and Intubation equipment for the Norman Fire Department.

**File Attachments for Item:**

8. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,700 FROM THE CAVINS GROUP LLC OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

**REQUESTER:** Gary Hopcus, Captain

**PRESENTER:** Kevin Foster, Chief of Police

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,700 FROM THE CAVINS GROUP LLC OF NORMAN TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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### **BACKGROUND:**

The Cavins Group LLC of Norman has donated \$1,700 to the National Night Out Community Event hosted by the Norman Police Department. In accordance with City Code, Section 12-111, any donation in excess of \$250 must be accepted by the City Council. This item is being brought forward for that purpose.

### **DISCUSSION:**

This is an unsolicited donation to the Norman Police Department, with the stipulation the funds be utilized for the 2024 National Night Out Event. This year, the National Night Out Event is scheduled to take place on Monday, September 30<sup>th</sup> at Sooner Fashion Mall.

### **RECOMMENDATION:**

It is recommended the City of Norman accept the donation of \$1,700 into the Police Donations account (106-363376) and appropriate \$700 into the Community Outreach – Other Supplies account (10660115-43136) and \$1,000 into the Community Outreach – Miscellaneous Services account (10660115-44769) for expenses incurred for the National Night Out Event.

**File Attachments for Item:**

9. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$23,855.00 FOR A MURAL TO BE PAINTED ON THE SOUTH EXTERIOR WALL AT THE NORMAN FIREHOUSE ARTS CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

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

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

**ITEM TITLE:** CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$23,855.00 FOR A MURAL TO BE PAINTED ON THE SOUTH EXTERIOR WALL AT THE NORMAN FIREHOUSE ARTS CENTER, LOCATED AT 444 SOUTH FLOOD AVENUE

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### BACKGROUND:

The Norman Firehouse Arts Center approached the City of Norman Parks and Recreation Department regarding a mural on the facility's south exterior wall in Lion's Park at 444 South Flood Avenue. The public art donation is valued at \$23,855 and is commissioned by the Firehouse Art Center Board of Directors.

In August of 2023, the City Council approved a separate mural painted on the exterior of the west side of the Firehouse Art Center. The mural is now known as "Huichol Boy" and was completed in October 2023.

The Norman Board of Park Commissioners unanimously recommended on August 6, 2024, that the City Council accept this donation for a mural on the south exterior wall at the Firehouse Art Center.

### DISCUSSION:

Chapter 12, Section 12-110 states that the City Council must first accept any item donated to the City with a value above \$250. Furthermore, Chapter 2, Section 2-311 states that "the City shall accept all donations of public art, as defined herein, that are made in accordance with article I, section 4 of the Charter. . ." Article I, Section 4 of the City Charter allows the City to "receive bequests, gifts, and donations of all kinds of property in fee simple or trust for charitable or public purposes and perform all acts necessary to carry out the purposes of such bequests, gifts, donations or trusts, with power to manage, sell, lease or otherwise dispose of same in accordance with the terms of the bequest, gift, donation, or trust."

**Project: Mural on the South Wall of Firehouse Art Center**

The Firehouse Art Center has commissioned Carlos Barboza to produce a mural on the South Wall of our building at 444 South Flood Avenue, Norman, OK 73069. The mural will pay homage to the building's history as a Firestation and its current use as an art facility for the City of Norman. The installation would take approximately 14 days to complete (weather permitting). He will use the best quality enamel spray paint in the market (Montana Gold) to ensure the art remains vibrant and long-lasting. Also, he will be applying a clear-coat UV/Graffiti application to preserve the mural. The Parks and Recreation Department would assist by loaning their lift to complete the mural. In total, this donation is \$23,855.00.

This is a \$23,855.00 Public Art donation at the Firehouse Art Center building at 444 South Flood Avenue.

**RECOMMENDATION:**

Staff recommends acceptance of the Public Art donation valued at \$23,855.00 for a Mural to be Painted on the Southside of the Firehouse Art Center.



**FIREHOUSE  
ART CENTER**

July 12, 2024  
Jason Olsen  
Director of Parks and Recreation  
225 N Webster Avenue,  
Norman, OK 73069

Re: Firehouse Mural Donation to the City of Norman

Dear Jason,

As you and I have discussed we need to present and accept our most recent donation to City Council. I hope this letter will serve as a record of the donation.

**Project: Mural on South Wall of Firehouse Art Center**

Carlos Barboza has been commissioned by the Firehouse Art Center to produce a mural on the South Wall of our building at 444 South Flood Avenue, Norman, OK 73069 pending approval from City Council. The mural installation would take approximately 14 days to complete (weather permitting). He will use the best quality enamel spray paint in the market (Montana Gold) to ensure that the art remains vibrant and long lasting. Also, he will be applying a clear coat UV/Graffiti application to preserve the mural. Parks and Rec would assist by loaning their lift to complete the mural.

In total this donation is \$23,855.00.

Thank you for all your help and support.

Sincerely,

Andy Couch  
Executive Director/Curator



# Barboza Art & Mural Co.

## MURAL QUOTE

### Firehouse Art Center



**SIZE:** Approx. 1264 sqft (This is an approximate number. This also excludes square footage taken up by windows.)

**PROCESS:** The mural installation would take approximately 14 days to complete (weather permitting). I will use the best quality enamel spray paint in the market (Montana Gold) to ensure that the art remains vibrant and long lasting. Also, any clear coat or UV/Graffiti application is optional and will be added upon request.



## Mural Budget:

Description	Units	Price per unit	Cost
Flat rate for mural installation			\$ 22,860.00
Design/Mock Up fee			\$ 500.00
ColorShield UV Paint Preserver	5 gallons		\$ 495.00
		Subtotal	\$ 23,855.00
		Total	\$ 23,855.00

(Note: The Sherwin Williams brand UV clear coat included in the quote is the best product I have ever used. For this reason, it's also one of the most expensive. There are plenty of other products in the market that we can use if necessary, but the one I included is the one I can vouch for the most.)

**ARTIST FEE INCLUDES:** Travel within Oklahoma and Canadian County, all paint, materials, assistant fees, taxes, and any other .

**ARTIST FEE DOES NOT INCLUDE:** Travel outside of Oklahoma and Canadian County, equipment rental, liability insurance, additional UV/anti-graffiti coatings, or wall repair/preparation.

### Payment Terms

A 50% non-refundable deposit is due a week prior to the start date of painting (this allows for the ordering of supplies). Full balance is due on the final day of completion.

Andy, let me know if you have any questions regarding this quote. Thank you for your consideration!

-Carlos Barboza

**File Attachments for Item:**

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-1: FOR MEISER ACRES AND EASEMENT NUMBER E-2425-1 (LOCATED ON THE NORTH SIDE OF TECUMSEH ROAD APPROXIMATELY  $\frac{3}{4}$  MILE EAST OF 24TH AVENUE NE).



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

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

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-1: FOR MEISER ACRES AND EASEMENT NUMBER E-2425-1 (LOCATED ON THE NORTH SIDE OF TECUMSEH ROAD APPROXIMATELY ¾ MILE EAST OF 24<sup>TH</sup> AVENUE NE).

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### BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2425-1 for Meiser Acres generally located on the north side of Tecumseh Road approximately ¾ mile east of 24<sup>th</sup> Avenue N.E.

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

Planning Commission, at its meeting of July 11, 2024, recommended approval of Norman Rural Certificate of Survey COS-2425-1 for Meiser Acres with a variance in the minimum acreage requirement and minimum width requirement.

### DISCUSSION:

The property consists of 9.97 acres and one (1) tract. The surveyor for the owners has requested a variance in the minimum acres requirement from 10 acres to 9.97 acres and minimum width requirement from 330' to 329.36' based on the fact this is a short section.

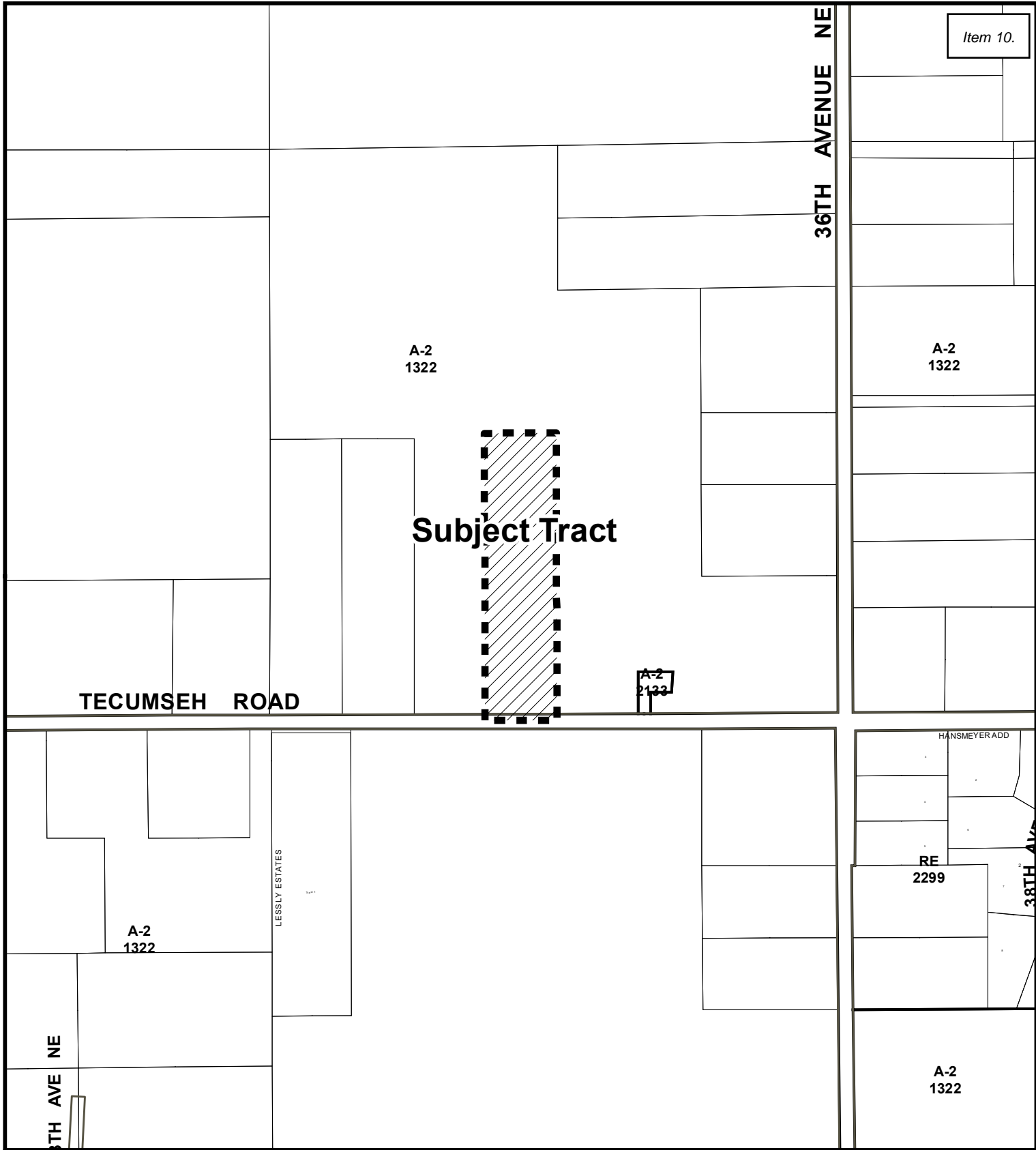
This certificate of survey, if approved, will allow one single-family structure on the tract. Private individual sanitary sewer system and water well will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards for the property.

Fire protection will be provided by the City of Norman pumper/tanker trucks.

The owners have provided Easement No. E-2425-1 for roadway, drainage and utilities adjacent to Tecumseh Road.

**RECOMMENDATION:**

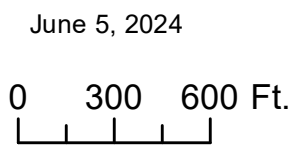
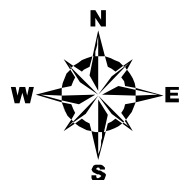
Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2425-1 for Meiser Acres and Easement No. E-2425-1.




# Location Map



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



 Subject Tract

GU:\GIS\10\_MapTemplates\11\_LocationMap\Map10.mxd

GRANT OF EASEMENT

E-2425-1

KNOW ALL MEN BY THESE PRESENTS:

That in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, that **David Glenn Meiser & Georgia J Meiser**, do hereby grant, bargain, sell and convey unto the **City Of Norman**, a municipal corporation, a **public roadway, drainage and utility easement**, over, across and under the following described real estate and premises situated in Cleveland County, Oklahoma, to wit:

(17' Additional R/W)

An easement being part of the Southeast Quarter (SE1/4) of Section Ten (2), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated May 25, 2024 using a Deed Bearing of S89°29'47"W between existing monuments on the South line of said SE1/4 as a Basis of Bearing, said tract further described as:

**COMMENCING** at the Southeast Corner of said SE1/4;

Thence S89°29'47"W, on the South line of said SE1/4, for a distance of 1317.45 feet;

Thence N00°08'50"W for a distance of 33.00 feet to the **POINT OF BEGINNING**;

Thence S89°29'47"W for a distance of 329.36 feet;

Thence N00°08'45"W for a distance of 17.00 feet;

Thence N89°29'47"E for a distance of 329.36 feet;

Thence S00°08'50"E for a distance of 17.00 feet to the **POINT OF BEGINNING**, containing 0.12 acres more or less.

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining and operating the facilities indicated below:

Public Roadway, Drainage and Utility Easement

To have and to hold the same unto said City, it's successors and assigns forever.

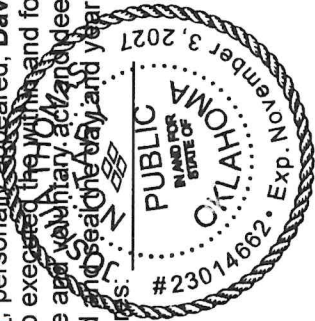
Signed and delivered this 29<sup>th</sup> day of May, 2024.

David Glenn Meiser

Georgia J Meiser

STATE OF OKLAHOMA )  
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 29<sup>th</sup> day of May, 2024, personally appeared, **David Glenn Meiser & Georgia J Meiser**, to me known to be the identical persons who executed the within and foregoing instrument and acknowledged to me that they executed the same as their free and voluntary act and deed, for the uses and purposes herein set forth.  
Given under my hand and seal the day and year last above written.  
My Commission Expires:



Notary Public

CITY ATTORNEY

Approved as to form and legality this 22 day of July, 2024

City Attorney

NORMAN CITY COUNCIL

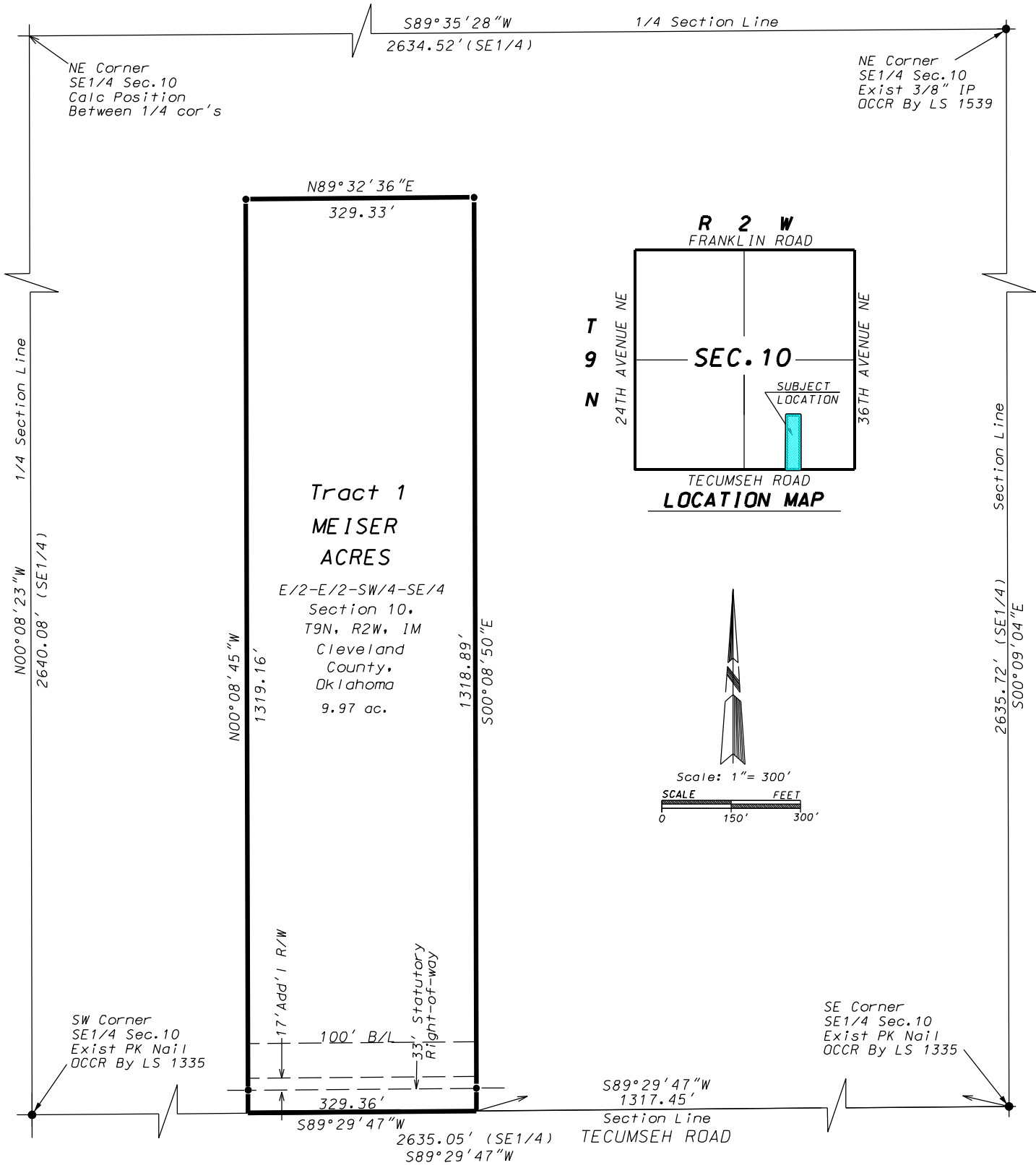
Accepted by the City of Norman, Oklahoma, City Council on this \_\_\_ day of \_\_\_, 20\_\_.

ATTEST: \_\_\_\_\_  
City Clerk

Mayor

MEISER ACRES

A NORMAN RURAL CERTIFICATE  
OF SURVEY SUBDIVISION  
PART OF THE SE1/4 OF SECTION 10, T9N, R2W, I.M.  
NORMAN, CLEVELAND COUNTY, OKLAHOMA  
COS - 2425-



NOTE:

Bearings Shown are Based on an Deed Bearing of S89°29'47"W Between Existing Monuments On The South line of the SE1/4 of of Section 10, T9N, R2W, I.M., Cleveland County, Oklahoma.  
( ● ) - Indicates Existing 3/8" Iron Pin Or Monument As Noted.  
( ○ ) - Indicates Set 1/2" Iron Pin With Plastic Cap Marked "Pollard PLS 1474" or Set Mag Nail with washer marked "PW Survey CA2380".  
( OCCR ) - Indicates Oklahoma Certified Corner Record on File With the Oklahoma Department of Libraries, Archives Division.

According the Federal Emergency Management (FEMA) Federal Insurance Rate Map (FIRM), 40027C0195J with an effective date of February 20, 2013, the subject property is located in a Zone "X". Zone "X" is defined as "Areas of Minimal Flood Hazard".

POLLARD & WHITED SURVEYING, INC.

2514 Tee Drive Norman, OK 73069  
405-366-0001

CA 2380 exp.6-30-25

tim@pwsurveying.com

Meiser Acres	
Norman Rural Certificate Of Survey Subdivision	
Part of the SE1/4 Sec.10,T9N,R2W, IM	
Norman, Cleveland County, Oklahoma	
May 25, 2024	Drawn By:T.Pollard
10-9n2w.dgn	Sheet 1 of 5



# POLLARD & WHITED SURVEYING, INC.

2514 Tee Drive Norman, OK 73069  
office (405)366-0001  
tim@pwsurveying.com

May 27, 2024

**City Of Norman Planning Commission**  
and City of Norman Staff Members  
201 W. Gray  
Norman, OK 73070

**Re: Variance Request for proposed Certificate of Survey (COS) Subdivision**  
to be known as **"Meiser Acres"**  
in the SE1/4 of Sec.10,T9N,R2W, I.M.  
Norman, Cleveland County, Oklahoma

**To all interested parties,**

An application has been submitted to the City of Norman Staff for **"Meiser Acres"**. Meiser Acres is a Norman Certificate of Survey Subdivision (COS) consisting of one (1) tract in the City of Norman, Oklahoma.

The proposed subdivision is located in the SE1/4 of Section 10, T9N, R2W. The location can be generally described as: Located on the North side of Tecumseh Road approximately 1/4 of a mile (1320') West of 36<sup>th</sup> Avenue NE.

This letter is a request for variance of the proposed COS Subdivision to be known as **"Meiser Acres"** to the City of Norman, Cleveland County, Oklahoma. The applicant is asking the City of Norman to allow them to vary from the full 10-acre rule and to vary from the full 330 foot Frontage Line Width requirement.

**"Meiser Acres"** will consist of one (1) single family, residential tract containing 9.97 acres. The property in consideration is currently described as an aliquot Ten (10+/-) acre tract being the E1/2-E1/2-SW1/4-SE1/4 of Section 10, T9N, R2W, IM. Due to shortage of distance along the South line of SE1/4 of Section 10 (2635.05' measured vs 2640' standard). The aliquot portions are short by nature and because of this shortage along the section lines, the applicant's property is only 329.36 feet instead of the standard 330'. Additionally, this shortage causes the standard 10-acre aliquot portion to measure 9.97 acres. The attached survey drawing confirms these measurements. The Applicants would therefore request a variance for the minimum area and the minimum frontage to be allowed in their case.

If you have any questions or concerns about this request, please call me at my office (405)366-0001, mobile (405)443-8100, or you can email me at tim@pwsurveying.com.



Respectfully,

*Timothy G. Pollard*

Timothy G. Pollard, PLS

**ITEM:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2425-1 FOR MEISER ACRES, ACCEPTANCE OF EASEMENT NO. E-2425-1 FOR ROADWAY, DRAINAGE AND UTILITIES ADJACENT TO TECUMSEH ROAD AND A VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FROM 10 ACRES TO 9.97 ACRES AND MINIMUM FRONTAGE REQUIREMENT FROM 330' TO 329.36'.

**LOCATION:** Generally located on the north side of Tecumseh Road approximately  $\frac{3}{4}$  mile east of 24<sup>th</sup> Avenue N.E.

**INFORMATION:**

1. Owners. David and Georgia Meiser.
2. Developer. David and Georgia Meiser.
3. Surveyor. Pollard & Whited Surveying, Inc.

**HISTORY:**

1. Refer to the Planning Commission Staff Report, July 11, 2024.
2. July 11, 2024. Planning Commission, on a vote of 8-0, recommended to City Council that Certificate of Survey No. COS-2425-1 for Meiser Acres be approved with a variance in the minimum 10 acres and 330' width requirements.

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

**ACTION NEEDED:** Motion to approve or reject a variance in the minimum acreage requirement from 10 acres to 9.97 acres and minimum width requirement from 330-feet to 329.36-feet, and if approved, accept Easement No. E-2425-1 and approve or reject Norman Certificate of Survey No. COS-2425-1 for Meiser Acres and, if approved, direct the filing of Norman Certificate of Survey No. COS-2425-1 for Meiser Acres and Easement No. E-2425-1 with the Cleveland County Clerk.

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



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 07/11/2024

**REQUESTER:** David Meiser

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

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF COS-2425-1: CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY DAVID MEISER (POLLARD & WHITED SURVEYING, INC.) FOR MEISER ACRES, FOR 9.97 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF TECUMSEH ROAD APPROXIMATELY  $\frac{3}{4}$  MILE EAST OF 24<sup>TH</sup> AVENUE N.E., WITH A VARIANCE FROM THE FULL 10-ACRE RULE, AND VARIANCE TO THE 330 FOOT FRONTAGE REQUIREMENT.

**ITEM:** Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY COS-2425-1 FOR MEISER ACRES.**

**LOCATION:** Generally located on the north side of Tecumseh Road approximately  $\frac{3}{4}$  mile east of 24<sup>th</sup> Avenue N.E.

**INFORMATION:**

1. Owners. David and Georgia Meiser.
2. Developer. David and Georgia Meiser.
3. Surveyor. Pollard & Whited Surveying, Inc.

**HISTORY:**

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

**IMPROVEMENT PROGRAM/INFORMATION:**

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.

2. Sanitary Sewer. Individual septic system will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
3. Water. Individual water well will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.
6. Acreage. The property consists of 9.97 acres and 329.36' width. The surveyor has stated that due to this being a short section the property could never have been a full ten acres and is requesting a variance in the acreage and tract width requirements.

**SUPPLEMENTAL MATERIAL:** Copies of a location map, Norman Rural Certificate of Survey No. COS-2425-1 for Meiser Acres and letter of request for a variance in the 10 acres requirement and variance in 330' width requirement are included in the Agenda Book.

**STAFF COMMENTS AND RECOMMENDATION:** The owners propose a 9.97 acre tract for the purpose of selling. Staff recommends approval of a variance in the 10 acres requirement and 330' width requirement and approval of Norman Rural Certificate of Survey No. COS-2425-1 for Meiser Acres.

**ACTION NEEDED:** Approve or disapprove the request for a variance in the 10 acres requirement and a variance in the 330' width requirement and approval or disapproval of Norman Rural Certificate of Survey No. COS-2425-1 for Meiser Acres and submit to City Council for consideration.

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

**File Attachments for Item:**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$103,321 FOR THE BUILDING C (HR/IT) PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND FINAL ACCEPTANCE AND PAYMENT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

**REQUESTER:** Brenda Hall, Project Manager

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER FOUR TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., DECREASING THE CONTRACT AMOUNT BY \$103,321 FOR THE BUILDING C (HR/IT) PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND FINAL ACCEPTANCE AND PAYMENT.

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**BACKGROUND:** City Council, in its meeting of January 22, 2019, approved Contract K-1819-99 with the McKinney Partnership Architects (McKinney) to provide the initial assessment and schematic design services related to the renovation of the Norman Municipal Complex.

On March 24, 2020, City Council approved Contract K-1920-133 with Crossland Construction Company, Inc., to provide construction management at risk (CMaR) services for the Municipal Complex Renovation Project. The initial contract amount of \$32,390 was approved for the purpose of providing pre-construction services which, to date, have included plan review, design assistance, bidding services and value engineering.

Amendments One through Four were related to the City Hall and Development Center portions of the Municipal Complex Renovation Project.

The Norman Municipal Authority, in its meeting of April 14, 2023, approved Amendment Five to Contract K-1920-133 with Crossland Construction Company, Inc., to establish the Guaranteed Maximum Price of \$3,200,000 for the HR/IT portion of the Municipal Complex Renovation Project.

**DISCUSSION:** Construction began in May 2023 and was substantially completed in March 2024. All items have now been completed and the project is ready for final acceptance. The final amount of the contract totaled \$3,096,679, which is a savings of \$103,321. This project was accounted for in Municipal Complex Renovation, Construction (Account 50196644-46101; Project BP0045). Change Order Four reconciles all sections of the contract and returns contingency and allowances in the amount of \$103,321 to the City.

**RECOMMENDATION:** It is recommended that City Council approve Change Order Four to Contract K-1920-133 with Crossland Construction Company, Inc., decreasing the contract amount by \$103,321 and accept the project as complete for the HR/IT portion of the Municipal Complex Renovation Project.



## Owner Change Order

### Norman Municipal IT-HR - 23OK31-MQA

23OK31-MQA

201 West Gray Street  
Norman, OK 73069

**Date:** 7/2/2024  
**To:** Josh Gilkeson  
Crossland Construction Company, Inc.  
833 S East Ave PO Box 45  
Columbus, KS 66725

**Contract Date:** 5/8/2023  
**Contract Number:** 0001  
**Change Order Number:** 001

#### The Contract is hereby revised by the following items:

Final deductive change order

Item Number	Description	Amount
01	Contingency Return	\$(59,626.58)
02	Allowances Return	\$(25,900.00)
03	PR Balance Return	\$(17,794.42)

The original Contract Value was.....	\$3,200,000.00
Sum of changes by prior Owner Contract Change Orders.....	\$0.00
The Contract Value prior to this Owner Contract Change Order was.....	\$3,200,000.00
The Contract Value will be changed by this Owner Contract Change Order in the amount of....	\$(103,321.00)
The new Contract Value including this Owner Change Order will be.....	\$3,096,679.00
The Contract duration will be changed by.....	0 Days

#### Notes

ARCHITECT	Crossland Construction Company, Inc. CONTRACTOR	City of Norman OWNER
Address	833 S East Ave PO Box 45 Columbus, KS 66725	201 West Gray Building C Norman, OK 73069
By	By <i>Aaron Groops</i>	By
Signature	Signature <i>[Signature]</i>	Signature
Date	Date <i>7.3.24</i>	Date

**File Attachments for Item:**

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2122-136: A PROJECT AGREEMENT WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE GRAY STREET TWO WAY PROJECT – UNIVERSITY AVENUE TO PORTER AVENUE, FEDERAL AID PROJECT STP-214C(142)AG, JOB NO. 35956(04).



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

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

**PRESENTER:** Scott Sturtz, Interim Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2122-136: A PROJECT AGREEMENT WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE GRAY STREET TWO WAY PROJECT – UNIVERSITY AVENUE TO PORTER AVENUE, FEDERAL AID PROJECT STP-214C(142)AG, JOB NO. 35956(04).

### BACKGROUND:

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

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

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

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

On April 28, 2020, the City Council approved Contract No. K-1920-124, with MacArthur Associated Consultants, LLC, in the amount of \$287,000.00 for design of the Gray Street Two-Way 2019 Bond Project.

On October 12, 2021, the City Council approved Amendment 1 to Contract K-1920-124, with MacArthur Associated Consultants, LLC, in the amount of \$15,000 for design of the Gray Street Two Way 2019 Bond Project

On June 14, 2022, the City Council approved Contract K-2122-136, a project agreement with the Oklahoma Department of Transportation (ODOT), for the construction of the Gray Street Two-Way 2019 Bond Project, and Resolution R-2122-130 adopting the agreement for the project. The agreement outlines a cost share of 20% City funds and 80% federal funds to a maximum of \$1,765,853.

On July 26, 2022, the City Council approved Amendment 2 to Contract K-1920-124, with MacArthur Associated Consultants, LLC, in the amount of \$36,000 for design of the Gray Street Two Way 2019 Bond Project.

The proposed agenda item is for considering approval of Amendment 1 to Contract K-2122-136, which amends the original ODOT Project Agreement allocating an additional \$3,200,000 for the Gray Street Two Way project.

## DISCUSSION:

The original ODOT Project Agreement for the Gray Street Two Way Project was approved by City Council on June 14, 2022. Recently, ACOG received an additional \$10 million that needed to be authorized to construction projects by October of this year. ODOT staff went to work evaluating projects going to bid by October as well as projects that are currently under construction. One of the main factors in selecting which projects would receive additional funds was the percentage of matching funds that the cities had contributed. City staff were excited to hear that the City of Norman received additional funds on three (3) of the six (6) projects selected, which totaled \$6,269,209 of the \$10 million available. The additional federal funds received by the City of Norman are as follows:

• Jenkins Avenue Widening Project -	\$2,750,000
• Gray Street 2-Way Project -	\$2,700,000
• Porter Avenue Streetscape -	<u>\$819,209</u>
Total	\$6,269,209

In addition to this additional ACOG funding, the Gray Street Two Way project was also awarded Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) funding in the amount of \$500,000, bringing the total amount for this amendment to \$3,200,000.

With the previously-allocated ACOG funds on the Gray Street Two Way Project in the amount of \$1,765,853, this project will now receive \$4,965,853.00 in federal funds. Tonight's Amendment 1 to Contract K-2122-136, ODOT Project Agreement, revises **SECTION 4: FUNDING AGREEMENT** to address the additional federal funds being allocated to the project.

This project is currently in the pre-construction phase with an estimated construction start in early August. The final ODOT estimate for the project is \$7,082,807 including Construction and Construction Management (6%) for the roadway two way conversion project, with the City's portion being \$2,116,954.

The total cost shown in this amendment does not include the cost of required railroad crossing improvements. The railroad improvement costs are being calculated by BNSF and are expected to be determined within the next month. These costs are expected to be covered by a combination of these additional federal funds and funds already paid by the City to ODOT under the original funding agreement.

**RECOMMENDATION:**

Staff recommends approval of Amendment 1 Contract K-2122-136 with the Oklahoma Department of Transportation.

**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1  
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

CITY OF NORMAN: CONVERSION OF GRAY ST FROM ONE WAY TO TWO WAY TRAVEL  
BETWEEN UNIVERSITY BLVD AND PORTER AVE IN NORMAN

**Project No.: STP-214C(142)AG**

**State Job No.: 35956(04)**

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

**WITNESSETH**

**WHEREAS**, It is deemed necessary by the Department and Sponsor, and in order to revise the scope of the original Project Maintenance, Financing, And Right-Of-Way Agreement; and,

**WHEREAS**, Under the terms of Section 11 of the original Project Maintenance, Financing, And Right-Of-Way Agreement, said revisions must be reduced to a written supplemental agreement and executed by the Department and Sponsor.

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

- A. The following sections are hereby modified from the original Project Maintenance, Financing, And Right-Of-Way Agreement;

## SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, total estimated ACOG STBG cost of \$4,465,853 as described below:

Old Funding Table

FUNDING SOURCE =>			STBG		CRSSA		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
35956(05)	Preemption-PE -	\$31,790					100	\$31,790
35956(04)	Construction - (With 6% Inspection)	\$3,061,259	80 up to a limit of	\$1,765,853	100 up to a limit of	\$500,000	Remainder	\$795,406
<b>Total</b>		<b>\$3,093,049</b>	<b>Total=&gt;</b>	<b>\$1,765,853</b>	<b>Total=&gt;</b>	<b>\$500,000</b>	<b>Total=&gt;</b>	<b>\$827,196</b>

New Funding Table

FUNDING SOURCE =>			STBG		CRSSA		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
35956(05)	Preemption-PE -	\$31,790					100	\$31,790
35956(04)	Construction - (With 6% Inspection)	\$7,051,017	80 up to a limit of	\$4,465,853	100 up to a limit of	\$500,000	Remainder	\$2,085,164
<b>Total</b>		<b>\$7,082,807</b>	<b>Total=&gt;</b>	<b>\$4,465,853</b>	<b>Total=&gt;</b>	<b>\$500,000</b>	<b>Total=&gt;</b>	<b>\$2,116,954</b>

\*\*\*This supplement is to increase federal funds\*\*\*

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG STBG costs incurred by project phases (**JP 35956(04,05)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

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



B. That the original Project Maintenance, Financing, And Right-Of-Way Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

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

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

THE CITY OF NORMAN

APPROVED AS TO FORM  
AND LEGALITY

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

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

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

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government      DATE  
Division

\_\_\_\_\_  
Director of Project Delivery      DATE

APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel      DATE

\_\_\_\_\_  
Deputy Director      DATE







**File Attachments for Item:**

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2122-137: A  
PROJECT AGREEMENT WITH THE STATE OF OKLAHOMA DEPARTMENT OF  
TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE PORTER AVENUE  
STREETSCAPE PROJECT – ALAMEDA STREET TO ROBINSON STREET,  
FEDERAL AID PROJECT STP-214B(129)AG, JOB NO. 35321(04).



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

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

**PRESENTER:** Scott Sturtz, Interim Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2122-137: A PROJECT AGREEMENT WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE PORTER AVENUE STREETSCAPE PROJECT – ALAMEDA STREET TO ROBINSON STREET, FEDERAL AID PROJECT STP-214B(129)AG, JOB NO. 35321(04).

### BACKGROUND:

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

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

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

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

On September 10, 2019, the Norman City Council approved Amendment 2 to Contract K-1213-165 with Garver Engineers, in the amount of \$185,500, for a total contract amount of \$400,800,

for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment 3 to Contract K-1213-165 with Garver Engineers, in the amount of \$175,000, for a total contract amount of \$575,800 for the design of the Porter Avenue Streetscape project, which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On June 14, 2022, the City of Norman entered into a funding agreement with the Oklahoma Department of Transportation (ODOT; Contract K-2122-137 & Resolution R-2122-131) for the Porter Avenue Streetscape 2019 Bond Project. The agreement split the project construction costs between City of Norman funds and federal funds administered by ODOT. The federal share was capped at \$2,855,610, leaving the City to pay \$744,390 based on the engineer's estimate at the time of the agreement.

On August 2, 2022, the City received and paid Invoice Number 3532104-01 from ODOT for the City's portion of the construction costs. Due to increases in construction costs, the engineer's estimate had increased to \$4,558,557, resulting in a new local match amount of \$1,702,947. These funds were paid to ODOT from the existing project construction budget.

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

## DISCUSSION:

The original ODOT Project Agreement for the Porter Avenue Streetscape Project was approved by City Council on June 14, 2022. Recently, ACOG received an additional \$10 million that needed to be authorized to construction projects by October of this year. They went to work evaluating projects going to bid by October as well as projects that are currently under construction. One of the main factors in selecting which projects would receive additional funds was the percentage of matching funds that the cities had contributed. City staff were excited to hear that the City of Norman received additional funds on three (3) of the six (6) projects selected, which totaled \$6,269,209 of the \$10 million available. The additional federal funds received by the City of Norman are as follows:

- |                                     |                  |
|-------------------------------------|------------------|
| • Jenkins Avenue Widening Project - | \$2,750,000      |
| • Gray Street 2-Way Project -       | \$2,700,000      |
| • Porter Avenue Streetscape -       | <u>\$819,209</u> |
| Total                               | \$6,269,209      |

In preparing the revised funding agreement for the Porter Streetscape project to add these additional federal funds, ODOT discovered an error in the original funding agreement. The federal funding for the original project should have included an additional \$30,000. Therefore, this revision increases the amount of federal funding for the project by a total of \$849,209 to account for the additional funds as well as the error from the original agreement.

With the previously “locked” ACOG funds on the Porter Avenue Streetscape Project in the amount of \$2,855,610, this project will now receive \$3,704,819.00 in federal funds. The proposed Amendment 1 to Contract K-2122-137, ODOT Project Agreement, revises **SECTION 4: FUNDING AGREEMENT** to address the additional federal funds being allocated to the project.

This project is nearly complete with construction estimated to be complete in mid-August. The final ODOT estimate for the project is \$4,791,325 including Construction and Construction Management (6%) for the roadway, streetscape project and waterline improvements, with the City’s portion being \$1,086,506.

**RECOMMENDATION:**

Staff recommends approval of Amendment 1 to Contract K-2122-137 with the Oklahoma Department of Transportation.



**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1  
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

CITY OF NORMAN: PORTER AVENUE, BETWEEN ROBINSON STREET AND ALAMEDA  
STREET STBG-UZA PAVEMENT OVERLAY, STORMWATER COLLECTION SYSTEM, LED  
DECORATIVE ROADWAY LIGHT

**Project No.: STP-214B(129)AG**

**State Job No.: 35321(04)**

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

**WITNESSETH**

**WHEREAS**, It is deemed necessary by the Department and Sponsor, and in order to revise the scope of the original Project Maintenance, Financing, And Right-Of-Way Agreement; and,

**WHEREAS**, Under the terms of Section 11 of the original Project Maintenance, Financing, And Right-Of-Way Agreement, said revisions must be reduced to a written supplemental agreement and executed by the Department and Sponsor.

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

- A. The following sections are hereby modified from the original Project Maintenance, Financing, And Right-Of-Way Agreement;

## SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, total estimated ACOG STBG cost of \$3,704,819 as described below:

Old Funding Table

FUNDING SOURCE =>			STBG		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
35321(04)	Construction - (With 6% Inspection)	\$3,600,000	80 up to a limit of	\$2,855,610	Remainder	\$744,390
<b>Total</b>		<b>\$3,600,000</b>	<b>Total=&gt;</b>	<b>\$2,855,610</b>	<b>Total=&gt;</b>	<b>\$744,390</b>

New Funding Table

FUNDING SOURCE =>			STBG		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
35321(04)	Construction - (With 6% Inspection)	\$4,791,325	80 up to a limit of	\$3,704,819	Remainder	\$1,086,506
<b>Total</b>		<b>\$4,791,325</b>	<b>Total=&gt;</b>	<b>\$3,704,819</b>	<b>Total=&gt;</b>	<b>\$1,086,506</b>

\*\*\*This supplement is to increase federal funds\*\*\*

4.2 Furthermore, the Department and the Sponsor agree that actual TAP costs incurred by project phases (**JP 35321(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

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

B. That the original Project Maintenance, Financing, And Right-Of-Way Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

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

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

THE CITY OF NORMAN

APPROVED AS TO FORM  
AND LEGALITY

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

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

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

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government      DATE  
Division

\_\_\_\_\_  
Director of Project Delivery      DATE

APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel      DATE

\_\_\_\_\_  
Deputy Director      DATE

# Project Details

Item 13.

## Porter Avenue Streetscape

### Scope

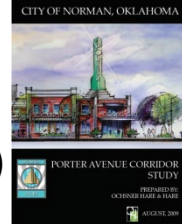
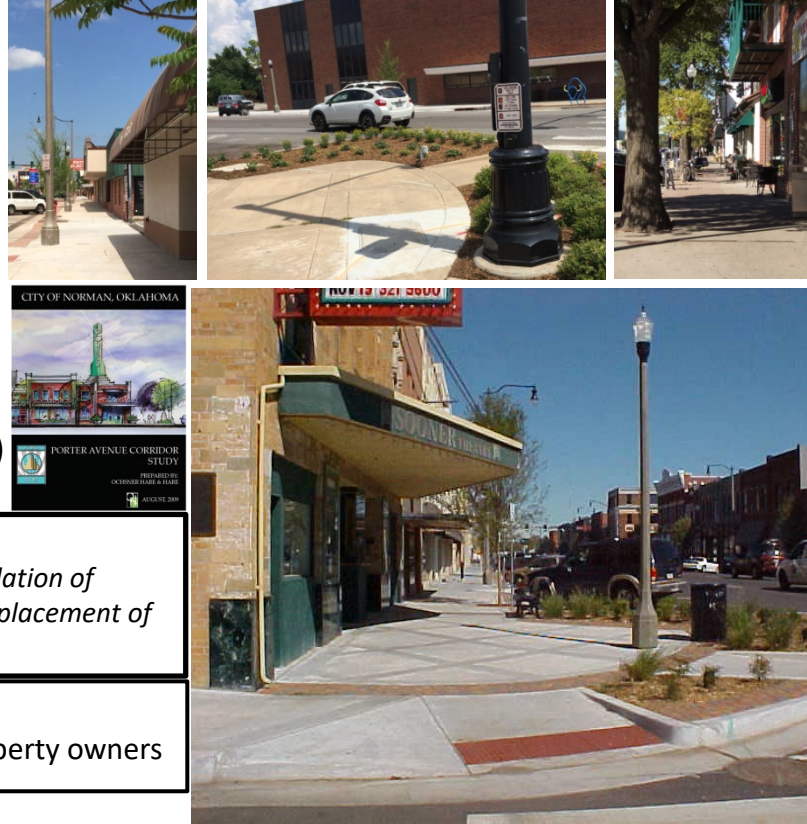
- ✓ New Sidewalks
- ✓ Driveway consolidation / elimination (Access Management)
- ✓ Decorative Roadway & Pedestrian Way Lighting
- ✓ Landscaping
- ✓ New curb and gutter
- ✓ Street Furniture (e.g., benches, trash receptacles, ash urns, etc.)

### Key Issues:

*Access Management (elimination or consolidation of driveways), re-establishment of curbs and replacement of antiquated roadway lighting system*

### Key Stakeholders:

Porter Avenue merchants and property owners

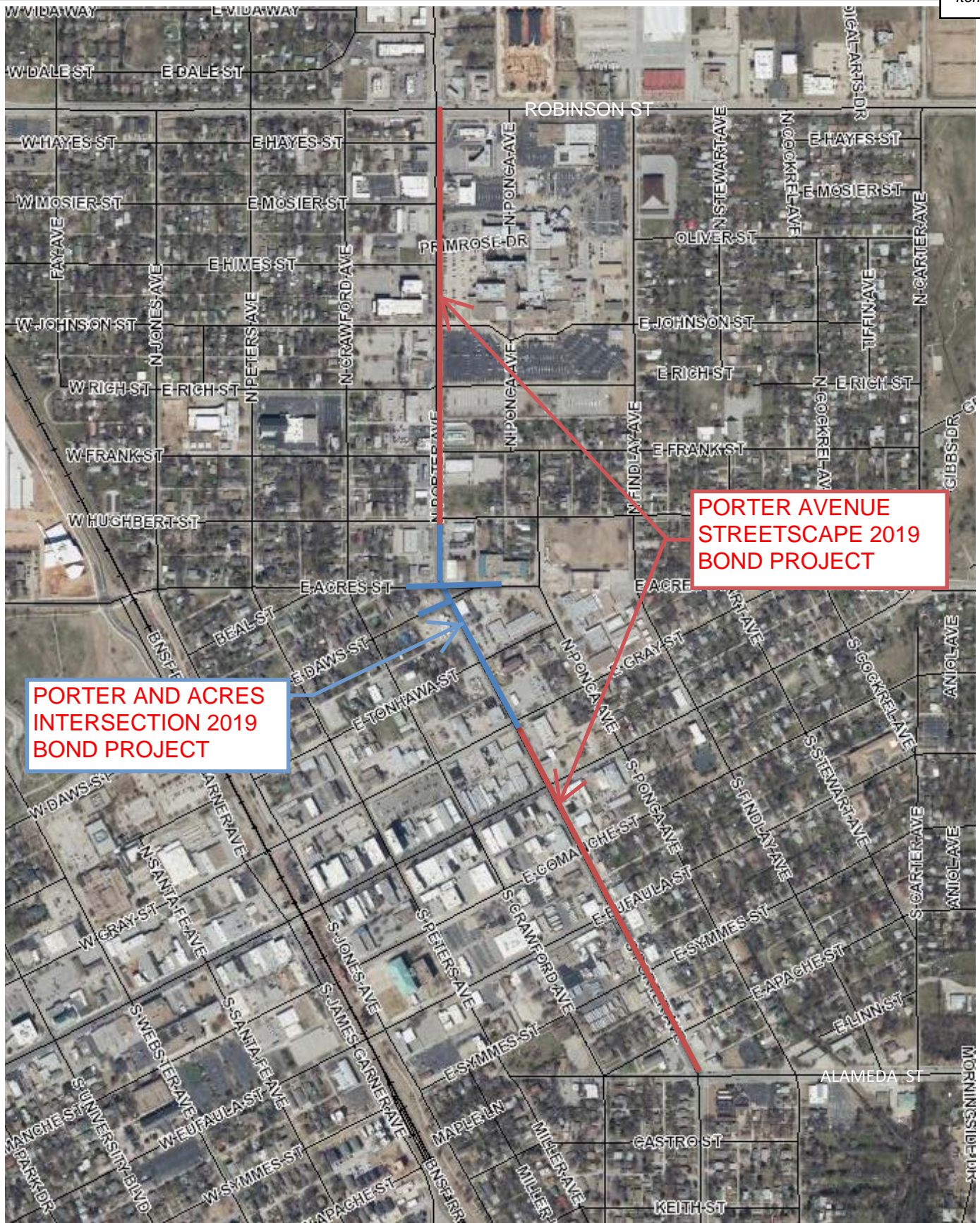


Construction Cost (Federal Share)	Total Cost	Bond Cost
\$0	\$2,326,637	\$2,326,637



148





**PORTER AND ACRES  
INTERSECTION 2019  
BOND PROJECT**

**PORTER AVENUE  
STREETSCAPE 2019  
BOND PROJECT**

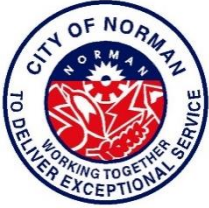
**Porter Avenue Streetscape  
Widening Project Location Map**



**File Attachments for Item:**

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NUMBER TWO AND FINAL ACCEPTANCE OF CONTRACT K-2223-76: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY IN THE AMOUNT OF \$13,885.74 FOR THE ROBINSON STREET WIDENING AND SIGNALIZATION PROJECT.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

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

**PRESENTER:** Scott Sturtz, Interim Director of Public Works  
Jason Olsen, Parks and Recreation Director

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NUMBER TWO AND FINAL ACCEPTANCE OF CONTRACT K-2223-76: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY IN THE AMOUNT OF \$13,885.74 FOR THE ROBINSON STREET WIDENING AND SIGNALIZATION PROJECT.

### BACKGROUND:

On October 13, 2015, the citizens of Norman voted to fund the Norman Forward Program with a limited term ½ percent sales tax increase for 15 years. This initiative included a number of high-priority projects outlined in the 2014 Library Master Plan Update, the 2009 Norman Parks and Recreation Master Plan and additional projects designed to provide recreational opportunities for Norman residents. One such project was the construction of the Griffin Park Soccer Complex. The Griffin Park Soccer Complex project includes the construction of 22 youth fields, better drainage, improved ADA accessibility between fields, and additional parking.

A traffic study was performed in 2017 that showed a need for improved ingress and egress from the planned complex. One improvement is the addition of a road connecting the southeast parking lot to the 12<sup>th</sup> Avenue SE – High Meadows Drive intersection. The subject of this report includes improvements to the complex's two south entrances on East Robinson Street.

This project includes widening Robinson Street at the eastern entrance on Robinson Street to allow for a new center turn lane that will better accommodate traffic entering the facility. This project also adds a traffic signal at the western Robinson Street entrance to facilitate both entering and exiting the complex.

On February 28, 2023, City Council approved Contract K-2223-76 and Change Order 1 to Contract K-2223-76 with Rudy Construction in the amount of \$604,886.60 for the Robinson Street Widening and Intersection Improvements for the Griffin Park Soccer Complex.

### DISCUSSION:



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

Of the sixty-six (66) bid items, forty-one (41) items matched the plan quantities, nine (9) items had a quantity reduction and sixteen (16) items had a quantity increase. In addition, two (2) new bid items were added to the project including pull box removals and striping removal. These quantity changes resulted in an overall increased project cost of \$13,885.74, or 2.3%. The contract increased from \$604,886.60 to \$618,772.34. Please see the attached Change Order 2 for a complete list of bid item cost increases and decreases.

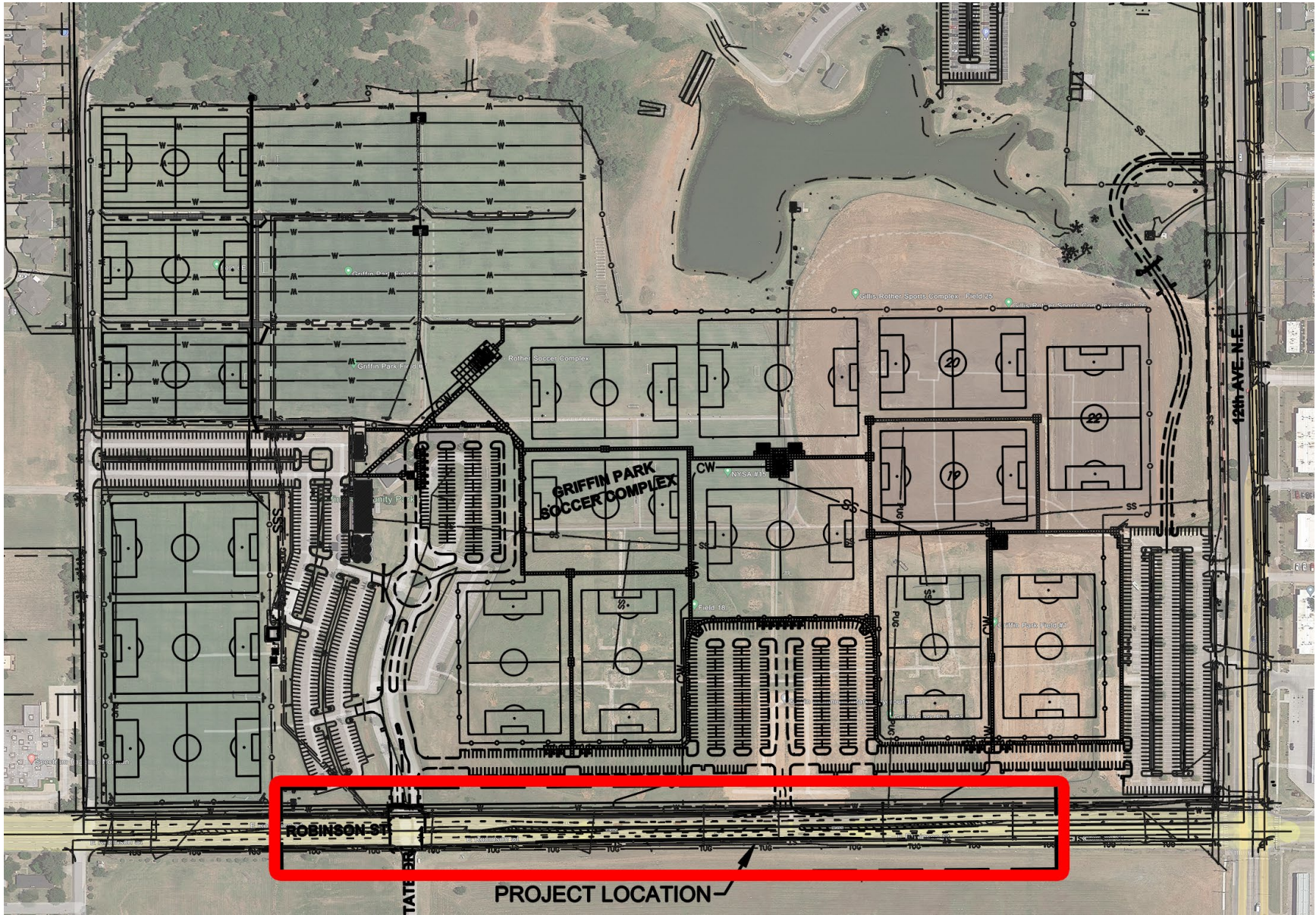
\$5,113.40 of the \$13,885.74 in funds for Change Order 2 are currently available in the Norman Forward Capital Fund, Robinson Street Project, Construction (Account 51594405-46101; Project NFP120).

**RECOMMENDATION 1:**

City Staff recommends that Change Order 2 to Contract K-2223-76 be approved in the amount of \$13,885.74.

**RECOMMENDATION 2:**

City Staff further recommends final acceptance of the Robinson Street Widening and Signalization Project on the east side of Griffin Park Soccer Complex, Contract K-2223-76, and final payment to Rudy Construction Company of Oklahoma City, Oklahoma in the amount of \$21,825.60.



Griffin Park Soccer Complex  
Robinson Widening and Signalization



CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 2DATE: June 25, 2024CONTRACT NO.: K-2223-76SUBMITTED BY: Tim MilesPROJECT: Robinson Widening and Signalization

CONTRACTOR: Rudy Construction Company  
P.O. Box 14575  
Oklahoma City, Oklahoma 73113

Original Contract Time: 250 daysOriginal Contract Amount: \$604,886.60

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$13,885.74	\$(0)
Change in Contract Time	0 Days	0 Days

NET CHANGE      \$13,885.74

REVISED CONTRACT TIME: 250 daysREVISED CONTRACT AMOUNT: \$618,772.34

See Detailed Quantity Change on Page 2 of 2:

## Detailed Quantity Change:

Item 14.

ITEM	DESCRIPTION	UNIT	CONTRACT QUANTITY	CO #2 QUANTITY	QUANTITY CHANGE	COST CHANGE
1	UNCLASSIFIED EXCAVATION	CY	178	178	0	\$0.00
2	UNCLASSIFIED BORROW	CY	60	60	0	\$0.00
3	TEMPORARY SILT FENCE	LF	1200	0	-1200	(\$4,800.00)
4	INLET PROTECTION	EA	2	1	-1	(\$150.00)
5	CONSTRUCTION ENTRANCE	EA	1	0	-1	(\$3,500.00)
6	CONCRETE WASHOUT	EA	1	1	0	\$0.00
7	SOLID SLAB SODDING	SY	140	383.33	243.33	\$2,189.97
8	SEED DISTURBED AREAS	LS	1	1	0	\$0.00
9	P.C. CONCRETE PAVEMENT (PLACEMENT)	SY	170	210.99	40.99	\$3,074.25
10	P.C. CONCRETE FOR PAVEMENT	CY	40	44	4	\$1,300.00
11	1'-8" COMB. CURB & GUTTER (8" BARRIER)	LF	728	756	28	\$420.00
12	INLET CI DES. 2 - REMOVAL	EA	1	1	0	\$0.00
13	INLET CI DES. 2 (2B)	EA	1	1	0	\$0.00
14	24" R.C. PIPE CLASS III	LF	3	6	3	\$2,250.00
15	REMOVAL OF CURB & GUTTER	LF	728	756	28	\$280.00
16	REMOVAL OF CONCRETE PAVEMENT	SY	17	53.3	36.3	\$1,452.00
17	SAWING PAVEMENT	LF	730	760	30	\$120.00
18	TRAFFIC STRIPE (PLASTIC)(4" WIDE)	LF	2590	5503	2913	\$6,991.20
19	TRAFFIC STRIPE (PLASTIC)(6" WIDE)	LF	1100	1669	569	\$2,048.40
20	TRAFFIC STRIPE (PLASTIC)(12" WIDE)	LF	670	0	-670	(\$3,216.00)
21	TRAFFIC STRIPE (PLASTIC)(ARROWS)	EA	6	6	0	\$0.00
22	SWPPP DOCUMENTATION AND MANAGEMENT	L.Sum	1	1	0	\$0.00
23	MOBILIZATION	L.Sum	1	1	0	\$0.00
24	CONSTRUCTION STAKING	L.Sum	1	1.1	0.1	\$600.00
25	CONSTRUCTION TRAFFIC CONTROL	L.Sum	1	1.1	0.1	\$1,850.00
26	4" HDPE PIPE (TRENCHED) (TP-1)	LF	10	10	0	\$0.00
27	4" HDPE PIPE (BORED) (TP-1)	LF	302	302	0	\$0.00
28	3" HDPE PIPE (TRENCHED) (TP-1)	LF	71	71	0	\$0.00
29	3" HDPE PIPE (BORED) (TP-1)	LF	10	10	0	\$0.00
30	2" HDPE PIPE (TRENCHED) (TP-1) (SP- 8)	LF	403	443	40	\$1,200.00
31	PULL BOX TYPE I (SP-7, 17)	EA	7	5	-2	(\$5,160.00)
32	PULL BOX TYPE II (SP-7, 15, 17)	EA	1	1	0	\$0.00
33	STRUCTURAL CONCRETE	CY	23	23.9	0.9	\$1,512.00
34	REINFORCING STEEL	LB	3389	3475.8	86.8	\$208.32
35	20' MH POLE 55' TS (G. STL) (SP-1, 2, 14, 27) (C-6)	EA	1	1	0	\$0.00
36	20' MH POLE 50' TS (G. STL) (SP-1, 2, 14, 27) (C-6)	EA	1	1	0	\$0.00
37	32' MH POLE 30' TS & 10' LMA (G. STL) (SP-1, 2, 14, 27, 28) (C-6)	EA	2	2	0	\$0.00
38	ROADWAY LUMINAIRE (SP-3)	EA	2	2	0	\$0.00



39	(1 CONDUCTOR) (AWG NO. 6) ELECTRICAL CONDUCTOR (TP-1) (SP-11)	LF	680	680	0	\$0.00
40	(1 CONDUCTOR) (AWG NO. 10) ELECTRICAL CONDUCTOR (TP-1)	LF	725	725	0	\$0.00
41	(SP) FIBER OPTIC CABLE, 12, SMF (TP-1) (ITS-2, 6, 7, 12) (SP-9, 29)	LF	312	312	0	\$0.00
42	(SP) FIBER OPTIC PATCH PANEL, 12 PORT (SP-29)	EA	1	1	0	\$0.00
43	(SP) FIBER OPTIC CABLE SPLICE (ITS-12) (SP-29)	EA	4	4	0	\$0.00
44	(SP) FIBER OPTIC CABLE TERMINATION (ITS-12) (SP-29)	EA	12	12	0	\$0.00
45	(SP) SHIELD ISOLATION PEDESTAL (ITS-15) (SP-29)	EA	1	1	0	\$0.00
46	(PL) FIBER OPTIC AND COMMUNICATIONS EQUIPMENT (SP-29)	L.Sum	1	1	0	\$0.00
47	(SP) CABINET (SP-16)	EA	1	1	0	\$0.00
48	TRAFFIC SIGNAL CONTROLLER ASSEMBLY (SP-5, 10, 20, 21, 22)	EA	1	1	0	\$0.00
49	(PL) DETECTION SYSTEM (VIDEO) (SP-18)	L.Sum	1	1	0	\$0.00
50	PEDESTRIAN PUSH BUTTON & SIGN (TS-14)	EA	2	2	0	\$0.00
51	PEDESTRIAN SIGNAL HEAD (TS-22)	EA	2	2	0	\$0.00
52	THREE (3) SECTION ONE WAY TRAFFIC SIGNAL HEAD (S-6) (SP-6, 13)	EA	8	8	0	\$0.00
53	FOUR (4) SECTION ONE WAY TRAFFIC SIGNAL HEAD (S-13) (SP-6, 13)	EA	2	2	0	\$0.00
54	BACKPLATE (SP-26)	EA	10	10	0	\$0.00
55	( 5 ) CONDUCTOR TRAFFIC SIGNAL ELECTRICAL CABLE	LF	1856	2006	150	\$720.00
56	( 7 ) CONDUCTOR TRAFFIC SIGNAL ELECTRICAL CABLE	LF	438	438	0	\$0.00
57	( 15 ) CONDUCTOR TRAFFIC SIGNAL ELECTRICAL CABLE	LF	802	802	0	\$0.00
58	TWO CONDUCTOR SHIELDED LOOP DETECTOR LEAD-IN CABLE (TP-1)	LF	12	0	-12	(\$57.60)
59	E.P.S. OPTICAL EMITTER (SP-20)	EA	1	0	-1	(\$3,120.00)
60	E.P.S. OPTICAL DETECTOR (SP-20)	EA	1	1	0	\$0.00
61	E.P.S. OPTICAL DETECTOR CABLE (TP-1) (SP-20)	LF	44	44	0	\$0.00
62	E.P.S. 4 CHANNEL PHASE SELECTOR (SP-20)	EA	1	1	0	\$0.00
63	MAST ARM MOUNTED SIGNS (ALUM.) (TS-6) (C-6)	SF	56	56	0	\$0.00
64	TRAFFIC STRIPE (MULTI-POLYMER) (24" WIDE) (TS-28)	LF	235	113	-122	(\$1,756.80)

65	TRAFFIC STRIPE (MULTI-POLYMER) (ARROWS)	EA	2	0	-2	(\$180.00)
66	5 year maintenance bond	LS	1	1	0	\$0.00
67	Pull Box Removals	EA	0	5	5	\$1,300.00
68	Striping Removal	LS	0	1	1	\$8,310.00
	TOTAL COST CHANGE					\$13,885.74

CONTRACTOR: DATE: 6/27/24

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

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

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

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

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

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

(Mayor)



**File Attachments for Item:**

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-88, A PROJECT AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE JENKINS AVENUE WIDENING PROJECT – IMHOFF ROAD TO LINDSEY STREET AND RE-ALLOCATION OF FUNDS. ODOT PROJECT J3-6148(004)AG, JOB NUMBER 36148(04).



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

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

**PRESENTER:** Scott Sturtz, Interim Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT ONE TO CONTRACT K-2223-88, A PROJECT AGREEMENT WITH THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE JENKINS AVENUE WIDENING PROJECT – IMHOFF ROAD TO LINDSEY STREET AND RE-ALLOCATION OF FUNDS. ODOT PROJECT J3-6148(004)AG, JOB NUMBER 36148(04).

### BACKGROUND:

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

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

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

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

On November 26, 2019, City Council awarded design contract K-1920-91, for the Jenkins Avenue Widening Project to Freese and Nichols of Oklahoma City in the amount of \$827,005.

On September 8, 2020, the Norman City Council approved Programming Resolution R-2021-46 requesting federal funds for the Jenkins Avenue Widening Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share from the City of Norman.

On June 14, 2022, City Council approved on-call consultant contract K-1314-103 with Pinnacle Consulting Group, Inc. of Oklahoma City for Right-of-Way acquisition services on the Jenkins Avenue Widening Project in the amount of \$74,500.

On January 24, 2023, City Council Approved Contract K-2223-88 and Resolution R-2223-89, an ODOT Project Agreement allocating \$7,500,000 in federal funds to the Jenkins Avenue Widening Project.

## DISCUSSION:

The proposed agenda item is for consideration of Amendment 1 to Contract K-2223-88, which amends the original ODOT Project Agreement, allocating an additional \$2,750,000 for the Jenkins Avenue Widening Project.

The original ODOT Project Agreement for the Jenkins Avenue Widening Project was approved by City Council on January 24, 2023. Recently, ACOG received an additional \$10 million that needed to be authorized to construction projects by October of this year. ODOT evaluated projects going to bid by October as well as projects that are currently under construction. One of the main factors in selecting which projects might receive additional funds was the percentage of matching funds that the cities had contributed. City staff were excited to hear that the City of Norman received additional funds on three (3) of the six (6) projects selected, which totaled \$6,269,209 of the \$10 million available. The additional federal funds received by the City of Norman are as follows:

• Jenkins Avenue Widening Project -	\$2,750,000
• Gray Street 2-Way Project -	\$2,700,000
• Porter Avenue Streetscape -	<u>\$819,209</u>
Total	\$6,269,209

With the previously approved ACOG funds on the Jenkins Avenue Widening Project in the amount of \$7,500,000, this project will now receive \$10,250,000 in federal funds. The proposed Amendment 1 to Contract K-2223-88, ODOT Project Agreement, revises **SECTION 4: FUNDING AGREEMENT** to address the additional federal funds being allocated to the project. To minimize impacts to the residents and University of Oklahoma, it was determined that the best option to relocate and upgrade the existing water line, generally located between Timberdell Road and Lindsey Street, was to perform this work as a part of the roadway project. \$400,000 was originally budgeted for water line relocation. With inflation and the scope change to upgrade all water lines between Timberdell Road and Lindsey Street, the estimated relocation cost is \$2,555,000. As a result, an appropriation of funds in the amount of \$2,155,000 is needed from Norman Utility Authority. These funds and amounts will come from the following accounts:

1. W/L Replace Jenkins: Lindsey-Timberdell, Construction  
(Account 31996683-46101; Project WA0353) \$1,000,000
2. 24-Inch W/L Segment D, Phase IV, Construction  
(Account 31993360-46101; Project WA0239) \$905,000
3. Wastewater Reclamation Facility, Non-Potable Reuse, Construction  
(Account 32993394-46101; Project WW0205) \$250,000

Total                      \$2,155,000

The gaining account is the Capital Fund, Jenkins Avenue Widening Project, Construction (Account 50594019-46101; Project BP0417).

This project is currently in the September 12, 2024, ODOT bid opening, with an estimated construction start in early 2025. The final ODOT estimate for the project is \$17,234,262 including Construction and Construction Management (6%) for the roadway widening project and water line relocations, with the City's portion being \$6,984,262.

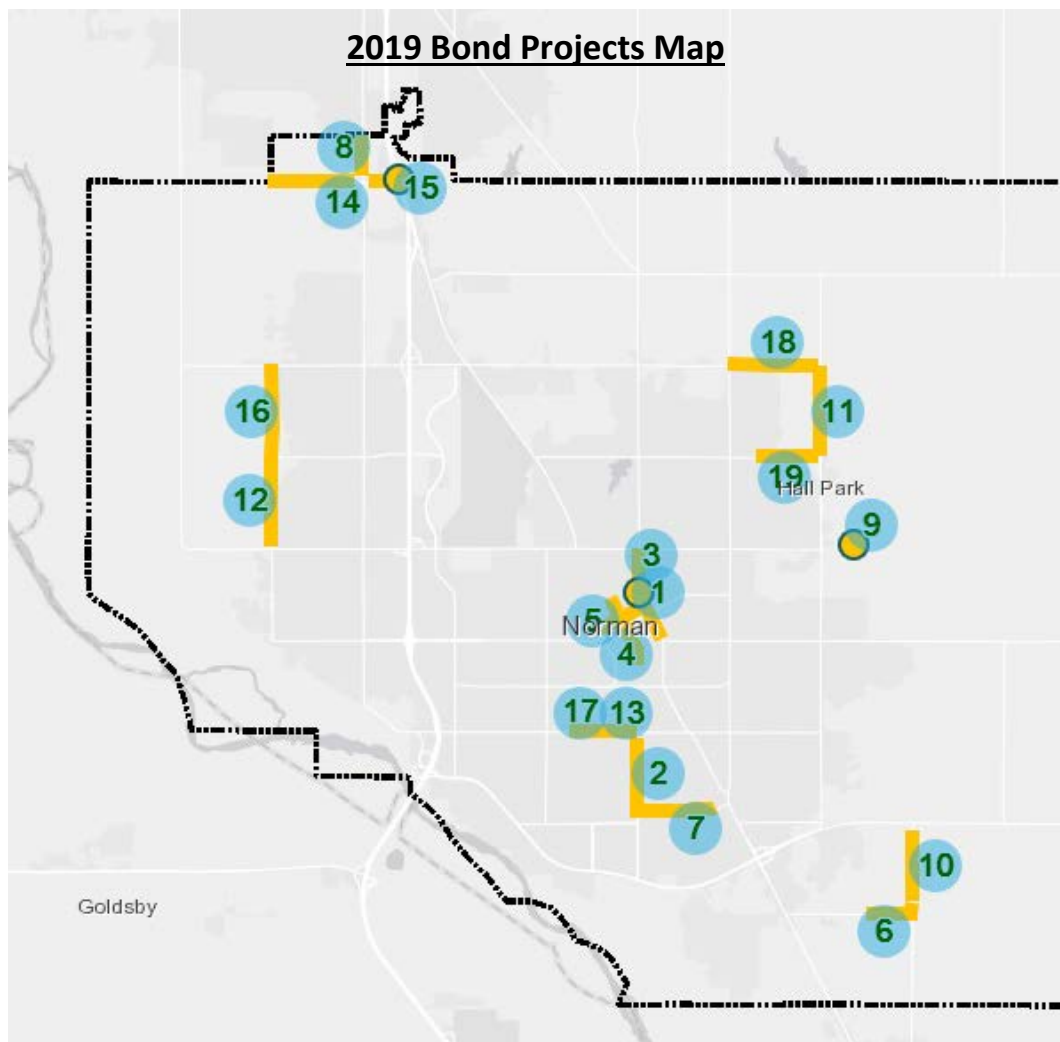
#### **RECOMMENDATION 1:**

Staff recommends a re-allocation of \$2,153,000 from three (3) above-mentioned Norman Utility Authority Accounts and amounts to the Jenkins Avenue Widening Project, Construction (Account 50594019-46101; Project BP0417).

#### **RECOMMENDATION 2:**

Staff further recommends approval of Amendment 1 to Contract K-2223-88 with the Oklahoma Department of Transportation.

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



**STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION  
SUPPLEMENTAL AND MODIFICATION AGREEMENT NO. 1  
PROJECT MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT**

WIDEN JENKINS AVE. FROM IMHOFF RD EXTENDING NORTH 1.0 MILE TO LINDSEY ST. IN NORMAN

**Project No.: STP-214B(165)AG**

**State Job No.: 36148(04)**

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

**WITNESSETH**

**WHEREAS**, It is deemed necessary by the Department and Sponsor, and in order to revise the scope of the original Project Maintenance, Financing, And Right-Of-Way Agreement; and,

**WHEREAS**, Under the terms of Section 11 of the original Project Maintenance, Financing, And Right-Of-Way Agreement, said revisions must be reduced to a written supplemental agreement and executed by the Department and Sponsor.

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

- A. The following sections are hereby modified from the original Project Maintenance, Financing, And Right-Of-Way Agreement;

**SECTION 4: FUNDING SUMMARY**

4.1 The Department and the Sponsor agree that the project will be financed at a not-to-exceed, total estimated ACOG STBG cost of \$10,250,000 as described below:



Old Funding Table

FUNDING SOURCE =>			ACOG STBG		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36148(04)	Construction - (With 6% Inspection)	\$9,375,000	80 up to a limit of	\$7,500,000	Remainder	\$1,875,000
<b>Total</b>		<b>\$9,375,000</b>	<b>Total=&gt;</b>	<b>\$7,500,000</b>	<b>Total=&gt;</b>	<b>\$1,875,000</b>

New Funding Table

FUNDING SOURCE =>			ACOG STBG		SPONSOR	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36148(04)	Construction - (With 6% Inspection)	\$17,234,262	80 up to a limit of	\$10,250,000	Remainder	\$6,984,262
<b>Total</b>		<b>\$17,234,262</b>	<b>Total=&gt;</b>	<b>\$10,250,000</b>	<b>Total=&gt;</b>	<b>\$6,984,262</b>

\*\*\*This supplement is to increase federal funds\*\*\*

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG STBG costs incurred by project phases (**JP 36148(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this agreement, without formal supplemental agreement, in so far as the total project agreement is not exceeded.

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

B. That the original Project Maintenance, Financing, And Right-Of-Way Agreement is hereby modified as above described, said agreement in all other respects shall remain unchanged and in full force and effect.

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

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

THE CITY OF NORMAN

APPROVED AS TO FORM  
AND LEGALITY

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

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

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

(SEAL): Approved – THE CITY OF NORMAN

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government      DATE  
Division

\_\_\_\_\_  
Director of Project Delivery      DATE

APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel      DATE

\_\_\_\_\_  
Deputy Director      DATE



## Jenkins Avenue Widening Project Location Map





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

WIDEN JENKINS AVE. FROM IMHOFF RD EXTENDING NORTH 1.0 MILE TO  
LINDSEY ST. IN NORMAN.

**Project No.: J3-6148(004)AG**

**State Job No.: 36148(04)**

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

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
WIDEN & RESURFACE	03	CLEVELAND	36148(04)	J3-6148(004)AG	STBG-UZA	WIDEN JENKINS AVE. FROM IMHOFF RD EXTENDING NORTH 1.0 MILE TO LINDSEY ST.

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

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

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

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

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

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

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

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

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

## **SECTION 1: PROJECT AGREEMENT**

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

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

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

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

## **SECTION 2:           ENGINEERING RESPONSIBILITIES**

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

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

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

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



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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

3.10 The Sponsor agrees to;

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

#### SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, STBG-UZA total estimated cost of **\$7,500,000**, as described below:

FUNDING SOURCE =>			STBG-UZA		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36148(04)	Widen & Resurface	\$9,375,000	80 up to a limit of	\$7,500,000	Remainder	\$1,875,000
<b>Total</b>		<b>\$9,375,000</b>	<b>Total=&gt;</b>	<b>\$7,500,000</b>	<b>Total=&gt;</b>	<b>\$1,875,000</b>

4.2 Furthermore, the Department and the Sponsor agree that actual STBG-UZA costs incurred by project phases (**JP 36148(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

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

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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



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

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

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

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

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

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

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

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

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

1) **Compliance with Regulations:**

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

2) **Nondiscrimination:**

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

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

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

4) **Information and Reports:**

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

5) **Sanctions for Noncompliance:**

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

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

**6) Incorporation of Provisions:**

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

**SECTION 7:           TERMINATION**

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

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

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

**SECTION 8: GOVERNING LAW AND VENUE**

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

**SECTION 9: DISPUTE RESOLUTION**

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

**SECTION 10: PRIOR UNDERSTANDINGS**

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

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

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



**SECTION 12: RECORDS**

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

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

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

**SECTION 15: SEVERABILITY**

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

**SECTION 16: EFFECTIVE DATE**

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

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

The Sponsor, \_\_\_\_\_ on this \_\_\_\_\_ of \_\_\_\_\_, 20\_\_\_\_\_, and the Department on the 24<sup>th</sup> day of January, 2023.

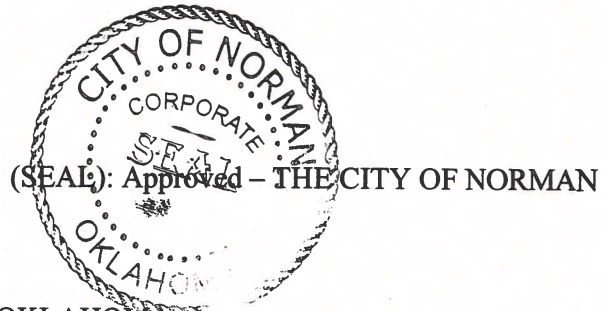
THE CITY OF NORMAN

APPROVED AS TO FORM  
AND LEGALITY

By Elizabeth Luchala  
City Attorney

By Duane  
Mayor

By Brenda Hall  
Attest: City Clerk



STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

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

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

APPROVED AS TO FORM  
AND LEGALITY

APPROVED

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

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

**RESOLUTION NO. R-2223-89****BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number J3-6148(004)AG, State Job Number 36148(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this 24<sup>th</sup> day of January, 2023.

CITY OF NORMAN



Mayor

ATTEST:

City Clerk

Approved as to form and legality this 20 day of January, 2023

City Attorney

**File Attachments for Item:**

16. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-111  
BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR  
CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$54,694.57 FOR THE  
REPAIR OF AN INTERSECTION IN THE PINE CREEK ADDITION



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 8/13/2024

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER ONE TO CONTRACT K-2324-111 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC. IN THE AMOUNT OF \$54,694.57 FOR THE REPAIR OF AN INTERSECTION IN THE PINE CREEK ADDITION

### BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the 2021-2026 Street Maintenance Bond Program which includes the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets. The five categories of street maintenance include (1) Urban Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. The FYE 2024 Asphalt Pavement locations are shown on the attached map.

The roadways included in this project are located in established residential neighborhoods, an urban neighborhood, and one roadway located in a rural area. The current roadways are constructed of asphalt pavement which is in poor condition. This project involves rehabilitation of the existing pavement including milling, deep patching, and overlaying with new asphalt. The project includes 3.1 miles of roadway.

The FYE 2024 Asphalt Pavement Project was advertised on December 14 and 21, 2023 and January 4, 2024. Six contractors attended a pre-bid conference on January 11, 2024. Five bids were submitted and opened on January 18, 2024 with Silver Star Construction having the lowest bid.

On Tuesday, February 13, 2024, City Council approved Contract K-2324-111 with Silver Star Construction in the amount of \$1,028,500 for the Street Maintenance Bond Program –Asphalt Pavement - FYE 2024 Locations Project.

### DISCUSSION:

On January 4, 2024, Majano Utilities Construction (MUC) was installing fiber optic cable for Cox Communications in the Pine Creek Addition subdivision which was filed of record on July 17,

2023. The work required that crossings under the streets be done by boring instead of the open cut method.

MUC called in an OKIE ticket to have all underground utilities located. Subsequent to receiving the call OKIE ticket request, the City of Norman Line Maintenance Division (LMD) correctly marked the location of all water and sanitary sewer mains throughout the subdivision. Water mains were marked with blue paint and blue pin flags, while the sanitary sewer mains were marked with green paint and green pin flags. The area marked included the intersection of Yellowstone Drive and Explorer Trail and surrounding areas.

At approximately 6:30 pm on January 4, 2024, The Line Maintenance division received a call stating that a large amount of water was flowing through the intersection from below ground. The responsible party (MUC) had already left the site when the LMD showed up to repair the water main break. During the repair it was determined that the water main had been damaged by a boring machine bit.

The large amount of water flowing from the damaged water main caused the pavement subgrade of the intersection to become saturated. This saturated subgrade lost strength causing the intersection to settle as well as create voids beneath the asphalt. The intersection ponds water and will not drain causing further deterioration of the pavement and subgrade. The entire intersection needs to be removed and replaced with properly compacted aggregate base and new asphalt.

It is staff's opinion that MUC is financially responsible for the repairs. Staff requested a quote from Silver Star Construction for the repairs to the intersection. Attached are photos of the before and after condition of the intersection, the repair costs for the water main repair performed by LMD, and the estimate by Silver Star Construction to replace the intersection subgrade and pavement. The City's legal department is in the process of communicating with MUC regarding this claim.

Funds for the roadway repair exist in Citywide Asphalt Pavement Maintenance Project, Construction (Acct. 50595511-46101; Project SC0770).

#### **RECOMMENDATION 1:**

Staff recommends the approval of Change Order 1 to Contract K-2324-111 with Silver Star Construction Company, Inc. in the amount of \$54,694.57 for the repair of the intersection located in the Pine Creek Addition.



## Line Maintenance Repair Costs

**Comments:**

Majana Utilities Construction

2501 South Brookline Ave Oklahoma City Ok. 73108

Contact: Tim Parton

Email: Timparton17@gmail.com

Phone Number: 405-413-7086

Alternate Phone Number: 214-738-2526

Ticket Locate Number: 23122711432820W

Ticket Locate Number for Pictures: 23103107290152W

This locate was a project so it has multiply locate numbers

The work was done for Cox installing Fiber Optic Main Line

My staff called and spoke with Luis with Majano Utilities and the conversation is as followed: Called and spoke to Luis from Majano Utilities Construction on 1-5-2024 at 1:15 pm to ask if they damaged a water line last night at NW corner of Explorer Trail and Yellowstone Drive and he said Yes one of his crews miss calculated the depth of his bore bit from when they measured our water main gate valve. And he said they made a mistake and misjudged the depth and that he called last night but call went to Norman PD not the on call phone. Luis also stated he is willing to pay for damage.

Labor Cost including OT	Vehicles/Equipment	Water loss K/gal	Vehicle/Equipment Hourly Rate	Vehicle/Equipment Hours	Total Vehicle/Equipment Cost	Materials	Material Cost		
\$56.80	302		31.25	0.5	\$15.63			Total Labor Cost	\$1,113.03
\$39.36			31.25		\$0.00				
\$299.06	314		31.25	8	\$250.00	1- 6" MJ Sleeve	\$160.00	Total Vehicle/Equipment Cost	\$2,265.63
\$266.02	333		31.25	8	\$250.00	2-6" Rubber gasket	\$16.00		
\$162.16	326		31.25	8	\$250.00	2-6" Glands	\$32.00	Total Material Cost	\$ 554.40
\$144.82	301		31.25	8	\$250.00	12- 4" Stainless Steel Tee bolts	\$62.40		
\$144.82	301T		31.25	8	\$250.00	20' of 6" C900 Pipe	\$284.00		
\$0.00	314		31.25	8	\$250.00	30 ton of Gravel	\$420.00		
\$0.00	333		31.25	8	\$250.00	1-6" Sleeve	\$160.00		
\$0.00	326		31.25	8	\$250.00	2-6" Rubber gasket	\$16.00		
\$0.00	337		31.25	8	\$250.00	2-6" Glands	\$32.00		
\$0.00			31.25		\$0.00	12- 4" Stainless Steel Tee bolts	\$62.40		
\$0.00			31.25		\$0.00	30 ton of Gravel	\$420.00	Grand Total	\$3,933.05

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

Item 16.

CHANGE ORDER NO. 1

DATE: August 13, 2024

CONTRACT NO.: K-2324-111

SUBMITTED BY: Joseph Hill

PROJECT: Street Maintenance Bond – Asphalt Pavement Maintenance, FYE 2024 Locations

CONTRACTOR: Silver Star Construction Company,  
2401 S. Broadway  
Moore, Oklahoma 73160

Original Completion Date: September 15, 2024

Previous Completion Date: September 15, 2024

ORIGINAL CONTRACT AMOUNT \$ 1,028,500.00

(Increase) this change order 0 Calendar Days

New Completion Date: September 15, 2024

PRESENT CONTRACT AMOUNT \$ 1,028,500.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$54,694.57	\$0.00

NET CHANGE \$54,694.57

REVISED CONTRACT AMOUNT \$1,083,194.57

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

**K-2324-111 FYE 2024 Asphalt Maintenance - Pine Creek Addition**  
**Change Order No. 1**

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	UNIT PRICE	COST INCREASE	COST DECREASE
PC-1	Mobilization	L. Sum	1.00	1.00		\$7,421.00	\$7,421.00	
PC-2	Traffic Control	L. Sum	1.00	1.00		\$2,400.00	\$2,400.00	
PC-3	Saw Cut Pavement Full Depth	LF	180.00	180.00		\$1.50	\$270.00	
PC-4	Superpave Type S3 (Deep Patch)	Ton	192.50	192.50		\$155.00	\$29,837.50	
PC-5	Superpave Type S4	Ton	37.40	37.40		\$97.00	\$3,627.80	
PC-6	Remove Pavement Full Depth	SY	390.00	390.00		\$14.50	\$5,655.00	
PC-7	Undercut	CY	58.33	58.33		\$19.00	\$1,108.27	
PC-8	Tack Coat	GAL	75.00	75.00		\$5.00	\$375.00	
PC-9	3000 PSI H.E.S. Concrete 6" Pavement (Drive	SY	50.00	50.00		\$80.00	\$4,000.00	
TOTALS							\$54,694.57	\$0.00
DIFFERENCE							\$54,694.57	

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

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

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

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

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

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

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

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

(Mayor)

# Silver Star Construction Co., Inc.

2401 S. Broadway - Moore, Oklahoma 73160 – (405) 793-1725 / 1-800-375-1725 / Fax (405) 793-9989

## Pine Creek Addition Street Repair

07.09.2024

Joe Hill  
City of Norman

Biditem	Description	Quantity	Units	Unit Price	Bid Total
1	MOBILIZATION	1.000	LSU	\$7,421.00	\$7,421.00
2	TRAFFIC CONTROL	1.000	LSU	\$2,400.00	\$2,400.00
3	SAW CUT PAVEMENT FULL DEPTH	180.000	LF	\$1.50	\$270.00
4	SUPERPAVE TYPE S3 (DEEP PATCH)	192.500	TON	\$155.00	\$29,837.50
5	SUPERPAVE TYPE S4	37.400	TON	\$97.00	\$3,627.80
6	REMOVE PAVEMENT FULL DEPTH	390.000	SY	\$14.50	\$5,655.00
7	UNDERCUT	58.330	CY	\$19.00	\$1,108.27
8	TACK COAT	75.000	GAL	\$5.00	\$375.00
9	3000 PSI H.E.S. CONC. 6" PAVEMENT (DRIVEWAYS)	50.000	SY	\$80.00	\$4,000.00
	<b>Bid Total</b>				<b>\$54,694.57</b>

### Bid Stipulations and Conditions:

DATE of Plans:

Revision Date: 7.9.2024

This bid does not include any subgrade repairs that cannot be seen.

This bid does not include curb and gutter removal or repair.















**File Attachments for Item:**

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-125 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC. FOR THE SUNRISE PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$220,000.00





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 8/13/2024

**REQUESTER:** James Briggs, Park Development Manager

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

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2324-125 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS LLC. FOR THE SUNRISE PARK PLAYGROUND PROJECT AND FINAL PAYMENT OF \$220,000.00

### BACKGROUND:

In October 2015, Norman residents passed the NORMAN FORWARD initiative, which will fund various projects through a ½ % sales tax increase over 15 years. The Norman Forward Initiative includes a project to improve all of the city's neighborhood parks. The funds for this project are "pay-as-you-go," meaning we can do a few park projects per year as the funds from the sales tax are collected. Sunrise Park is the most recent park to receive improvements as part of this initiative.

### DISCUSSION:

On March 12, 2024, the City Council approved Contract Number K-2324-125 for the Sunrise Park Playground project to Happy Playgrounds LLC. in the amount of \$220,000.00. The work included installing all play equipment and synthetic turf safety surfacing. No partial payments have been made while ordering and installing the playground equipment.

On July 1, 2024, the City of Norman Parks and Recreation staff inspected the project at Sunrise Park and found it complete per specifications.

### RECOMMENDATION:

It is recommended that the City Council accept the Sunrise Park Playground project as complete and approve payment in the amount of \$220,000.00 to Happy Playgrounds LLC. Funding is available in the Norman Forward Neighborhood Park Improvements Project, Construction (account 51798830-46101; project NFP101).

Happy Playgrounds, LLC  
8601 S Oxford Ave  
Tulsa, OK 74137  
(918)851-9518  
kelli.collins@happyplaygrounds.com  
www.happyplaygrounds.com

Item 17.



# Happy Playgrounds

Play, World, Play!

**BILL TO**  
City of Norman, OK  
225 N. Webster  
Norman, OK 73069

**SHIP TO**  
City of Norman, OK  
Sunrise  
225 N. Webster  
Norman, OK 73069

**INVOICE 2796**

**DATE** 06/27/2024 **TERMS** Net 30

**DUE DATE** 07/27/2024

ACTIVITY	DESCRIPTION	QTY	RATE	AMOUNT
Playground Equipment	Playworld Custom ADA Accessible Driving & Solar System Panels	1	3,224.00	3,224.00T
Playground Equipment	Playworld Arch Swing Rope Basket Seat	1	1,852.00	1,852.00T
Playground Equipment	Playworld Belt Seat w/Silver Shield for 10ft Top Rail	2	170.00	340.00T
Playground Equipment	Playworld Infant Seat w/ Silver Shield Chain for 8ft Top Rail	1	295.00	295.00T
Playground Equipment	Playworld Whirl-A-Round	1	6,464.00	6,464.00T
Playground Equipment	Playworld 10ft 2-Unit Heavy Duty Swing	1	2,358.00	2,358.00T
Playground Equipment	Playworld Accessible Swing Seat	1	1,537.00	1,537.00T
Playground Equipment	Playworld 2-Unit Steel Arch Swing 8ft Top Rail	1	2,659.00	2,659.00T
Playground Equipment	Playworld, Arch Swing Add-A-Bay for Multi-User Seat	1	2,026.00	2,026.00T
Playground Equipment	Playworld QUITO (4in SM)	1	73,500.00	73,500.00T
Playground Equipment	Playworld Mighty Descent to Quito (4in SM)	1	10,979.00	10,979.00T
Freight	Freight	1	3,084.00	3,084.00T
Shade Structure	Shade Structures, Fabric Shade Monoslope Cantilever, Eave Height 10' to 14'	1	13,500.00	13,500.00
Installation	Installation of Playground Equipment, Shade, Drainage Wells (per spec) & Excavation of 6" depth	1	30,100.00	30,100.00
Playground Surfacing	IPEMA Certified Artificial Turf for 10' Fall Height, 3" Pad, 4" Agg Base; Includes Delivery & Installation	4,248	15.25	64,782.00T
Bonding	Payment & Performance Bond	1	3,300.00	3,300.00

SUBTOTAL	220,000.00
TAX	0.00
TOTAL	220,000.00

TOTAL DUE	<b>\$220,000.00</b>
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## PAYMENT AFFIDAVIT

STATE OF OklahomaP.O. NO. K-2324-125COUNTY OF TulsaINVOICE NO. 2796AMOUNT \$220,000.00

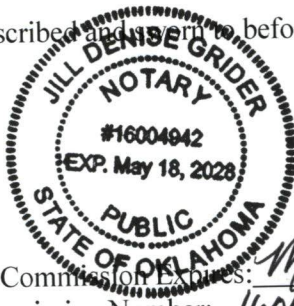
The undersigned contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work, as shown by this invoice, has been completed in accordance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

Happy Playgrounds, LLC

Company Name

*Lyli Collins*

Engineer, or Supervisory Official

Subscribed and sworn to before me this 28th day of June, 20 24.

*Jill Denise Grider*  
 Notary Public (or Officer having  
 Power to Administer Oaths)

My Commission Expires: May 18 2028  
 Commission Number: 16004942

This form must be completed and submitted before any invoice over \$25,000.00 can be processed for payment.











**File Attachments for Item:**

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-7: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND RUDY CONSTRUCTION CO. IN THE AMOUNT OF \$655,256.40 FOR THE DRAINAGE REHABILITATION PROJECT, PERFORMANCE BOND B-2425-9; STATUTORY BOND B-2425-10; MAINTENANCE BOND MB-2425-5; CHANGE ORDER ONE; RESOLUTION R-2425-5 AND APPROVAL OF AN APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 8/13/2024

**REQUESTER:** Jason Murphy, Stormwater Program Manager

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-7: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN AND RUDY CONSTRUCTION CO. IN THE AMOUNT OF \$655,256.40 FOR THE DRAINAGE REHABILITATION PROJECT, PERFORMANCE BOND B-2425-9; STATUTORY BOND B-2425-10; MAINTENANCE BOND MB-2425-5; CHANGE ORDER ONE; RESOLUTION R-2425-5 AND APPROVAL OF AN APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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### BACKGROUND:

The City of Norman's Stormwater Division is responsible for the maintenance of a vast network of stormwater inlets, flumes, vegetated channels, and storm sewer lines. Many of the City's inlets are decades old and built of brick and mortar. Over time, the brick and mortar inlets have demanded an outsized maintenance effort.

Intent on reducing the maintenance burden and building off of the success of FYE 2023 Inlet Rehabilitation Project, staff has continued to add locations to the list of inlets and other drainage infrastructure in most need of replacement, citywide. This project will also construct a concrete flume in the vicinity of Rowena Lane where homeowners have experienced excessive standing water due to the poor drainage conditions that are present currently.

The Drainage Rehabilitation Project will eventually affect all wards in the City. Construction activities include removal of old brick and mortar inlet structures and construction of new concrete inlet structures, removal and replacement of sidewalk, and construction of a new "Flexamat"-lined channel and flume. Such construction activities are necessary to improve the condition of the City's stormwater infrastructure and decrease the required maintenance intervals.

### DISCUSSION:

While staff has continued to curate the list of inlets and other drainage infrastructure in most need of replacement, conditions at any given location can change rapidly, warranting an equally rapid response. With the intention to provide staff adequate flexibility and minimum response time to address drainage maintenance issues city-wide, the Drainage Rehabilitation Project bid

was circulated as a unit price contract modeled after other municipal unit price maintenance programs. Staff compiled a list of the most common pay items, referenced ODOT's average price index, and referenced the City's prior year bid prices to formulate a representative engineer's estimate. Contractors were asked to submit bids based on the pay items and quantities listed. This is an annual contract set to expire on June 30, 2025 with an optional renewal for a maximum of three years based on contractor performance.

The Drainage Rehabilitation Project was bid with an add alternate to incorporate the Rowena Lane Drainage Improvement Project with the intention to make both the base bid and add alternate more attractive to bidders.

Bid documents and specifications for the Drainage Rehabilitation Project were advertised on June 7, 2024 and June 14, 2024 in accordance with State Law. Three (3) bids were received on June 27, 2024.

The lowest bid amount was received from Nash Construction, of Oklahoma City, Oklahoma. However, in reviewing the bid documents, Nash Construction's bid was found to be non-compliant with the instructions provided in the bid documents and therefore, in accordance with State law, Nash Construction's bid was necessarily rejected. Rudy Construction, of Oklahoma City, Oklahoma, having the second lowest bid, is the winner in the amount of \$472,393.20 for the base bid and \$182,863.20 for the add alternate for a total bid price of \$655,256.40. This bid is \$80,949.43 or 14.1% above the total Engineer's Estimate of \$574,306.97. Staff performed a comparative analysis of these bids, and believes the bid to be competitive and represents a fair price. The bid tabulation is in the table below:

	<b>Engineers Est.</b>	<b>Cimarron Const.</b>	<b>Nash Const.</b>	<b>Rudy Const.</b>
<b>Base Bid</b>	\$446,337.34	\$1,025,426.00	\$487,214.00	\$472,393.20
<b>Add Alternate</b>	\$127,969.63	\$211,445.34	\$141,424.50	\$182,863.20
<b>Total Bid</b>	\$574,306.97	\$1,236,871.34	\$628,638.50	\$655,256.40

Following receipt of bids, it was discovered that maintenance bonding was required in larger amounts than requested in the bid in order to fully comply with state law. Thus, Nash was requested, and agreed to, increase its Maintenance Bond amount and Change Order No. 1 in the amount of \$328 is hereby submitted with this item to account for the cost of this bonding increase. Even with this minor increase, Rudy Construction is still the clear low bidder.

This project will be funded from two sources: Drainage Rehabilitation Project, Construction (Account 50599967-46101; Project DR0034) and the Rowena Lane Drainage Improvement Project, Construction (Account 50599966-46101; Project DR0024). The Rowena Lane add alternate bid price exceeds the current project allocation by \$82,863.20. Funds exist to cover this shortfall in the Drainage Rehabilitation Project account. Therefore, staff is requesting funds be transferred from the Drainage Rehabilitation Project (DR0034) to the Rowena Lane Drainage Improvement Project (DR0024) in the amount of \$82,863.20.

If approved, construction of the Drainage Rehabilitation Project will begin on August 26, 2024, with a completion of June 30, 2025.

Funds are available for Change Order 1 in the Drainage Rehabilitation Project.

**RECOMMENDATION 1:**

Staff has reviewed the bids and recommends Bid 2425-6 for the Drainage Rehabilitation Project be awarded to the successful bidder, Rudy Construction Co. of Oklahoma City, Oklahoma, for \$655,256.40.

**RECOMMENDATION 2:**

Staff further recommends that, upon approval of Bid No. 2425-6, Rudy Construction be authorized and appointed as Project Agent via Resolution R-2425-5 to avoid the need to remit sales tax on materials purchases related to the public project, and that the following contract and bonds be approved:

Contract K-2425-7  
Performance Bond B-2425-9  
Statutory Bond B-2425-10  
Maintenance Bond MB-2425-5

**RECOMMENDATION 3:**

Staff further recommends the transfer of \$82,863.20 from the Drainage Rehabilitation Project to the Rowena Lane Drainage Improvement Project be approved.

**RECOMMENDATION 4:**

Staff further recommends that Change Order 1, increasing Contract K-2425-7 for the Drainage Rehabilitation Project by \$328, be approved.



## CONTRACT

Item 18.

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between Rudy Construction Co. as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

### WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

#### **BID 2425-6 INLET REHABILITATION PROJECT, FYE 2025**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY in the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) six hundred fifty-five thousand two hundred fifty-six and 40/100 (DOLLARS);

(NUMERALS) (\$ 655,256.40 )

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Contract No. K-2425-7  
Page 1 of 4

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations, said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. Any suspension of work must be approved by the engineer or the engineer's representative. The contract period is as follows:

**INLET REHABILITATION PROJECT, FYE 2025**

1. Base Bid: Inlet Rehabilitation Program is an on-call service project

i) Program will expire when bid amount is fully depleted or June 30, 2025

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

a. Payment for unit price items shall be at the unit price bid for actual construction quantities.

b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities. Should any defective work or materials be discovered or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) The amount of retainage with respect to progress payments will be 5%.

6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind, and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.

9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay liquidated damages, as stipulated in the contract document and the General Conditions included in the City of Norman Standard Specifications and Construction Drawings, for each calendar day thereafter.

10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

12) To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

13) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

Shane Allen, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

Shane Allen  
Contractor

Subscribed and sworn to before me this 9 day of July, 2024.



Kati Ratliff  
Notary Public

Contract No. K-2425-7  
Page 3 of 4

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 9 day of July 2024, and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Item 18.

(Corporate Seal) (where applicable)

Principal

Signed: [Signature]

Title: Vice President

Address 3101 NE 63rd, OKC, OK 73121

Telephone: 405-478-9900

ATTEST:

Authorized Representative

[Signature]  
Corporate Secretary (where applicable)

CITY OF NORMAN:

Approved as to form and legality this 18 day of July 2024.

[Signature]  
City Attorney

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

ATTEST:

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

\_\_\_\_\_  
Mayor

Contract No. K-2425-7

Page 4 of 4

**CONTRACT AFFIDAVIT**

Item 18.

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

Shane Allen, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Rudy Construction Co. to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

Shane Allen  
Contractor

Subscribed and sworn to before me this 9 day of July, 2024.

Kati Ratliff  
Notary Public

My Commission Expires:

09/24/26



**PERFORMANCE BOND**

Bond No.: 108056660

Know all men by these presents, that Rudy Construction Co. as PRINCIPAL, and Travelers Casualty and Surety Company of America Corporation organized under the laws of the State of Connecticut and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Six Hundred Fifty Five Thousand Two Hundred Fifty Six and 40/100----- DOLLARS, (\$ 655,256.40 ), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2425-6 INLET REHABILITATION PROJECT, FYE 2025**

has entered into a written CONTRACT (K-2425-7) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 9 day of July, 2024 and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of \_\_\_\_\_, 20\_\_\_\_.

Performance Bond No. B-2425-9  
Page 1 of 3



(Corporate Seal) (where applicable)

ATTEST:

Shane AllenAS Corporate Secretary (where applicable)

Rudy Construction Co.

Principal

Signed: Shane Allen

Authorized Representative

Title: Shane Allen, Vice PresidentAddress: P.O. Box 14575Oklahoma City, OK 73113Telephone: (405) 478-9900

(Corporate Seal) (where applicable)

ATTEST:

Jana Taylor

Jana Taylor, Witness

Surety: Travelers Casualty and Surety Company of AmericaSigned: Dillon Rosenhamer

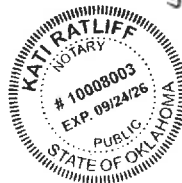
Authorized Representative

Printed: Dillon Rosenhamer

Authorized Representative

Title: Attorney-in-FactAddress: One Tower Square  
Hartford, CT 06183Telephone: (860) 277-0111**CORPORATE ACKNOWLEDGEMENT**STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 9 day of July, 2024, by Shane Allen, Vice President (Name and Title), of Rudy Construction Co., a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 9 day of July, 2024.Kati Ratliff  
Notary Public

My Commission Expires:

09/24/26Performance Bond No. B-2425-9  
Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**CITY OF NORMAN**

Approved as to form and legality this 18 day of July, 2024  
Christy Nichols  
 City Attorney

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

ATTEST:

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

\_\_\_\_\_  
 Mayor

Performance Bond No. B-2425-9  
 Page 3 of 3

## STATUTORY BOND

Bond No.: 108056660

Know all men by these presents that Rudy Construction Co. as PRINCIPAL, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Six Hundred Fifty Five Thousand Two Hundred Fifty Six and 40/100 DOLLARS (\$ 655,256.40), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

**BID 2425-6 INLET REHABILITATION PROJECT, FYE 2025**

has entered into a written CONTRACT (K-2425-7) with THE CITY OF NORMAN, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 9 day of July, 2024, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST

Salvador  
Corporate Secretary (where applicable)

Rudy Construction Co.

Principal  
Signed: Shane Allen

Authorized Representative  
Title: Shane Allen, Vice President

Address: P.O. Box 14575

Oklahoma City, OK 73113

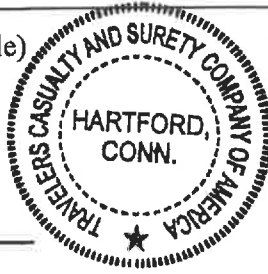
Telephone: (405) 478-9900

Statutory Bond No. B-2425-10  
Page 1 of 3

(Corporate Seal) (where applicable)

ATTEST:

Jana Taylor  
Jana Taylor, Witness



Surety: Travelers Casualty and Surety Company of America

Signed: [Signature]  
Authorized Representative

Printed: Dillon Rosenhamer  
Authorized Representative

Title: Attorney-in-Fact

Address: One Tower Square  
Hartford, CT 06183

Telephone: (860) 277-0111

**CORPORATE ACKNOWLEDGEMENT**

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 9 day of July, 2024 by Shane Allen, Vice President (Name and Title), of Rudy Construction Co a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 9 day of July, 2024

My Commission Expires:  
09/24/26



Kati Ratliff  
Notary Public

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss  
COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title) of \_\_\_\_\_ a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

Statutory Bond No. B-2425-10  
Page 2 of 3

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_,  
 by \_\_\_\_\_ (Name and Title) \_\_\_\_\_  
 (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**CITY OF NORMAN**

Approved as to form and legality this 18 day of July, 2024  
Elizabeth L. L. L. L.  
 City Attorney

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

ATTEST:

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

\_\_\_\_\_  
 Mayor

Statutory Bond No. B-2425-10  
 Page 3 of 3

## CITY OF NORMAN

## MAINTENANCE BOND

Bond No.: 108056660

Know all men by these presents that Rudy Construction Co., as Principal, and Travelers Casualty and Surety Company of America, a corporation organized under the laws of the State of Connecticut, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Six Hundred Fifty Five Thousand Two Hundred Fifty Six and 40/100 DOLLARS (\$ 655,256.40), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of One Hundred Sixty Three Thousand Eight Hundred Fourteen and 10/100 DOLLARS (\$ 163,814.10), such sum being not less than twenty-five percent (25%) of the total contract price of said improvements for a period of two years thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

**BID 2425-6 INLET REHABILITATION PROJECT, FYE 2025**

has entered into a written CONTRACT (K-2425-7) with the CITY OF NORMAN, dated this        day of                     , 20       for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of three (3) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. The amount of the Maintenance Bond shall be 100 % of the contract amount for the first year, and 25% of the contract amount for the two years thereafter. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Maintenance Bond No. MB-2425-5  
Page 1 of 3



IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST:

Corporate Secretary (where applicable)

Rudy Construction Co.

Principal

Signed:

Authorized Representative

Title: Shane Allen, Vice President

Address: P.O. Box 14575

Oklahoma City, OK 73113

Telephone: (405) 478-9900

Surety: Travelers Casualty and Surety Company of America

Signed:

Authorized Representative

Printed: Dillon Rosenhamer

Authorized Representative

Title: Attorney-in-Fact

One Tower Square

Address: Hartford, CT 06183

Telephone: (860) 277-0111

(Corporate Seal) (where applicable)

ATTEST:

Jana Taylor, Witness

### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )

COUNTY OF Oklahoma ) ss:

The foregoing instrument was acknowledge before me this 24th day of July, 2024, by Shane Allen Vice President (Name and Title), of Rudy Construction a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 24th day of July, 2024.

My Commission Expires:

6/23/2027

Notary Public

Maintenance Bond No. MB-2425-5

Page 2 of 3

**INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent)  
 on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

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

**CITY OF NORMAN**

Approved as to form and legality this 5 day of August, 2024.

Elizabeth L. Lickole  
 City Attorney

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

ATTEST:

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

\_\_\_\_\_  
 Mayor

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

Item 18.

CHANGE ORDER NO. 1

DATE: August 13, 2024

CONTRACT NO.: K-2425-7

SUBMITTED BY: Jason Murphy

PROJECT: Drainage Rehabilitation Project

CONTRACTOR: Rudy Construction Company  
3101 NE 63<sup>rd</sup> Street  
Oklahoma City, Oklahoma 73121

Original Completion Date: June 30, 2025

Previous Completion Date: June 30, 2025

ORIGINAL CONTRACT AMOUNT \$ 655,256.40

(Increase) this change order 0 Calendar Days

New Completion Date: June 30, 2025

PRESENT CONTRACT AMOUNT \$ 655,256.40

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$328.00	\$0.00

NET CHANGE \$328.00

REVISED CONTRACT AMOUNT \$655,584.40

See Detailed Quantity Change on Page 2 of 2:

## Detailed Quantity Change:

Item 18.

**K-2425-7 Drainage Rehabilitation Project**  
**Change Order No. 1**

ITEM	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	UNIT PRICE	COST INCREASE	COST DECREASE
33	Maintenance Bond Increase	L. Sum	1.00	1.00		\$328.00	\$328.00	
TOTALS							\$328.00	\$0.00
DIFFERENCE							\$328.00	

CONTRACTOR: DATE: 7/25/24

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

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

CITY ATTORNEY: Elizabeth LwizaDATE: 8/5/24

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

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

(Mayor)

# Resolution

R-2425-5

## A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING RUDY CONSTRUCTION CO., AS PROJECT AGENT FOR THE FYE 25 DRAINAGE REHABILITATION PROJECT FOR THE CITY OF NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Rudy Construction Co., for the FYE 25 Drainage Rehabilitation Project for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Rudy Construction Co., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint as its direct purchasing agent, Rudy Construction Co., to purchase materials which are in fact used for the inlets and other drainage infrastructure repairs associated with the FYE 25 Drainage Rehabilitation Project for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Rudy Construction Co., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the \_\_\_\_\_ day of \_\_\_\_\_, 2024, did appoint Rudy Construction Co., who is involved with the FYE 25 Drainage Rehabilitation Project an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the FYE 25 Drainage Rehabilitation Project for the City of Norman.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024

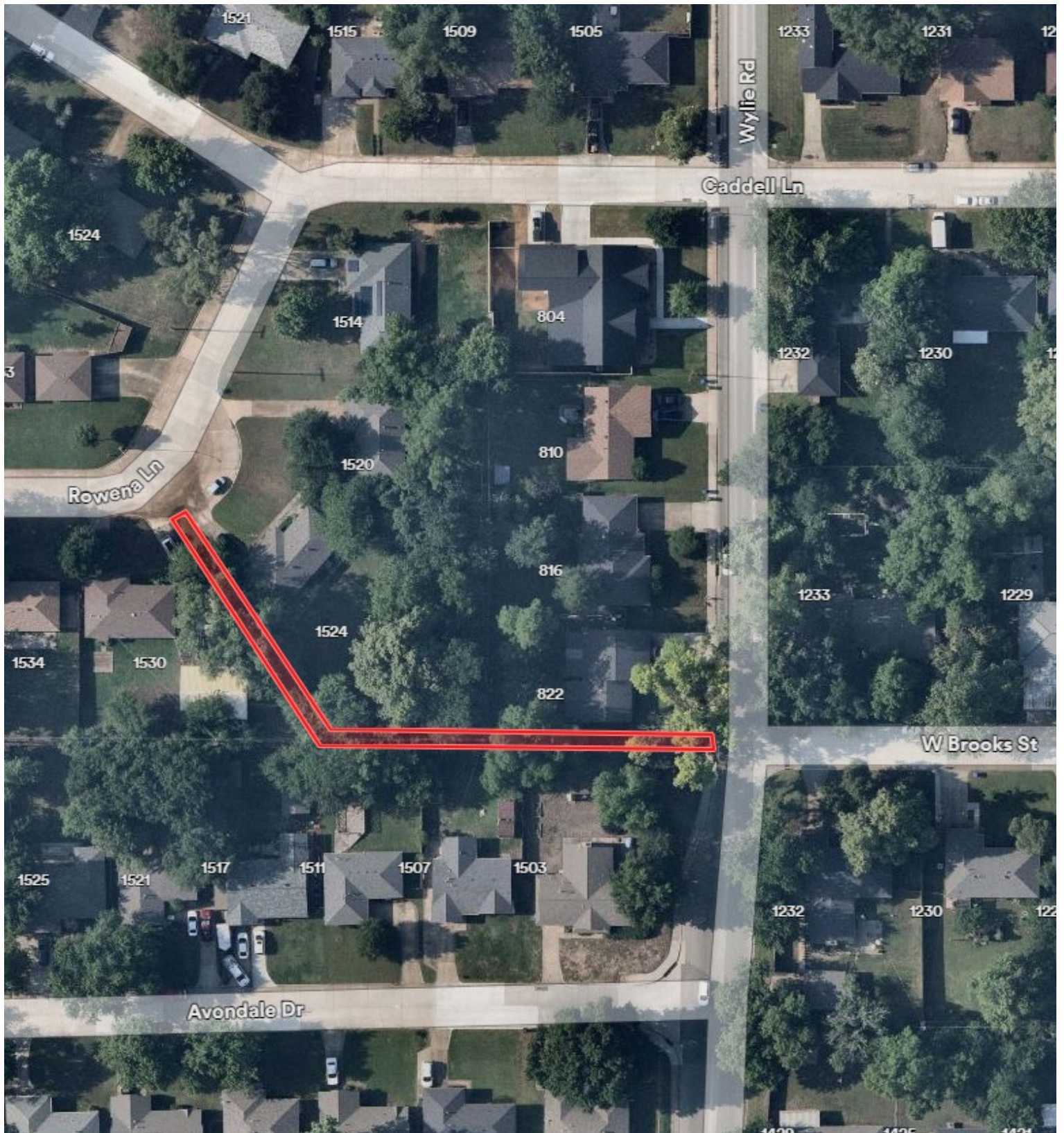
\_\_\_\_\_  
Larry Heikkila, Mayor

ATTEST:

\_\_\_\_\_  
Brenda Hall, City Clerk









**File Attachments for Item:**

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-13: A PROJECT AGREEMENT WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE LINDSEY STREET SPECIAL CORRIDOR PROJECT – ELM AVENUE TO JENKINS AVENUE AND RESOLUTION R-2425-9 ADOPTING ODOT AS THE PROJECT AGENT. ODOT PROJECT STP-214B(172)AG, JOB NO. 36870(04).



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

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

**PRESENTER:** Scott Sturtz, Interim Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-13: A PROJECT AGREEMENT WITH THE STATE OF OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR THE CONSTRUCTION OF THE LINDSEY STREET SPECIAL CORRIDOR PROJECT – ELM AVENUE TO JENKINS AVENUE AND RESOLUTION R-2425-9 ADOPTING ODOT AS THE PROJECT AGENT. ODOT PROJECT STP-214B(172)AG, JOB NO. 36870(04).

### BACKGROUND:

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

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

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

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

On January 9, 2024, City Council awarded design Contract K-2324-115, for the Lindsey Street Special Corridor Project – Elm Avenue to Jenkins Avenue with MacArthur Associated Consultants in the amount of \$259,825.

On September 12, 2023, the Norman City Council approved Programming Resolution R-2324-58 requesting federal funds for the Lindsey Street Special Corridor Project – Elm Avenue to Jenkins Avenue. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, up to a project maximum of \$7,500,000 in federal funds, and administration of the construction with the matching share from the City of Norman.

The City's current construction cost estimate for the project is \$5,223,224, including 6% for construction management. Federal funds have been secured for federal fiscal year 2025-2026 (FFY 2026), which means ODOT could conduct a bid opening for the project as early as November 2025. This project was the last one in (lowest-ranking in the ACOG approval list) for the fiscal year. As a result, only \$3,908,965 or 74.8% in federal funds were available instead of the full 80% or \$4,178,579. As a result, the City share based on the current estimate will be \$1,314,259 or 25.2% of the total cost.

The proposed agenda item is to approve an ODOT Project Agreement for the Lindsey Street Special Corridor Project – Elm Avenue to Jenkins Avenue.

## **DISCUSSION:**

Now that ACOG funding is secured for FFY 2026, ODOT is ready to enter into a project agreement with the City of Norman. ODOT has requested the City approve the attached agreement that addresses the responsibilities of the City of Norman and ODOT. Staff has reviewed and recommends approval of the project agreement and resolution.

In summary, the City's responsibilities are:

- Prepare plans for construction in conformance with ODOT 2019 Standard Specifications
- Provide necessary rights-of-way to construct the project and relocate any utilities
- Maintain the traffic signal equipment after construction
- Certify the project will comply with the Americans with Disabilities Act (ADA)
- Comply with environmental requirements
- Maintain the roadway and all drainage systems and facilities after construction
- Ensure permanent rights-of-way are free of any encroachments
- Maintain lighting and lighting systems

In summary, ODOT's responsibilities are:

- File jointly with the contractor the Notice of Intent (NOI) for a general construction storm water permit with the EPA which authorizes storm water discharges associated with construction activities
- Advertise and let the construction contract for this project
- Construct the project in accordance with the plans
- Provide competent supervision of the construction

The funds for this ODOT agreement will be paid from the Lindsey Street Special Corridor Project – Elm Avenue to Jenkins Avenue, Construction (Account 50594019-46101; Project BP0428), which will require an appropriation of funds from the Capital Fund Balance (Account No. 50-29000), 2019 General Obligation Bonds, since construction funds have not been allocated to the project account yet. The budgeted City share of the construction cost for this project is \$1,592,915.

**RECOMMENDATION 1:**

Staff recommends an appropriation of the budgeted construction funds in the amount of \$1,592,915 from the Capital Fund Balance (Account 50-29000), 2019 General Obligation Bonds; to Lindsey Street Special Corridor Project – Elm Avenue to Jenkins Avenue, Construction (Account 50594019-46101, Project BP0428).

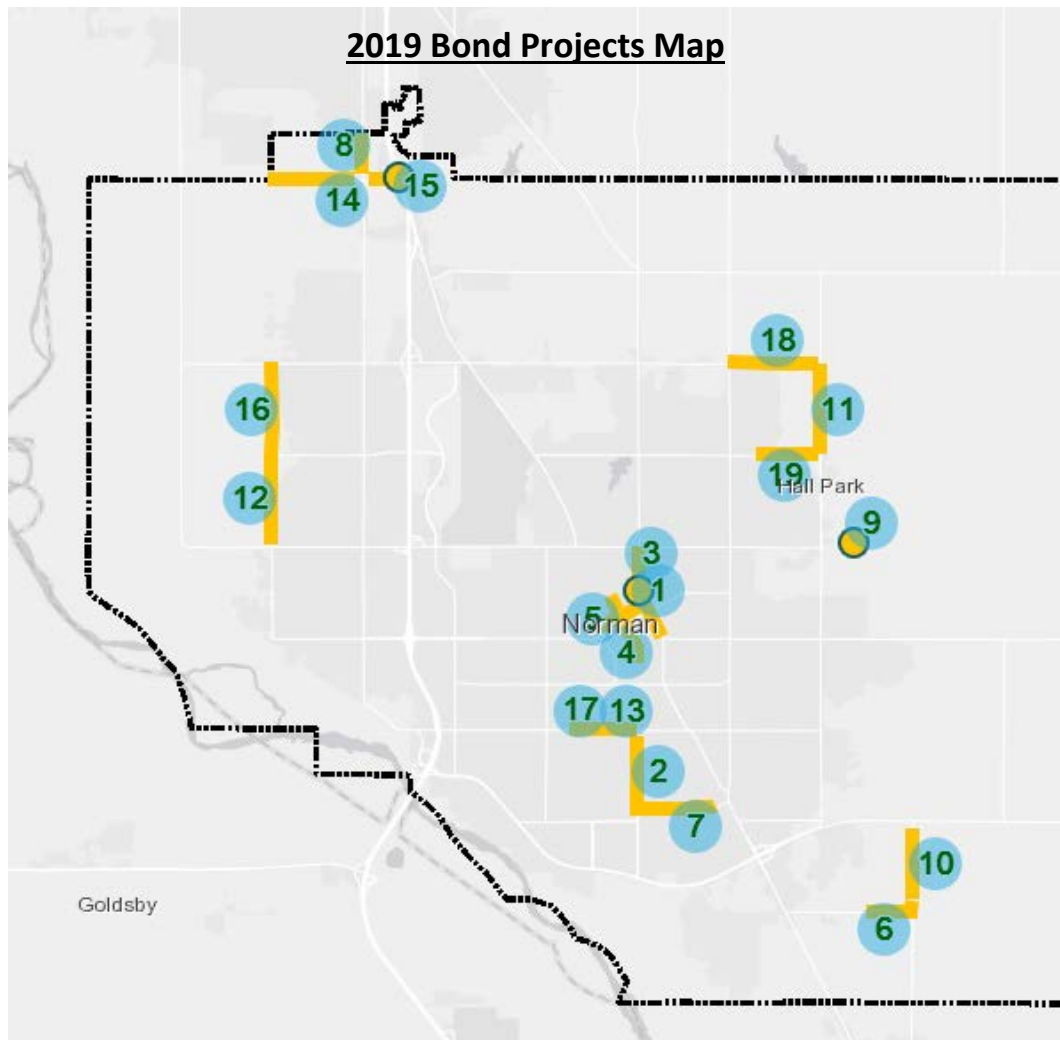
**RECOMMENDATION 2:**

Staff further recommends approval of Contract K-2425-13 with the Oklahoma Department of Transportation.

**RECOMMENDATION 3:**

Staff further recommends approval of Resolution R-2425-9 adopting Contract K-2425-13, and if approved, authorize the execution thereof.

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



**RESOLUTION NO. R-2425-9****BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STP-214B(172)AG, State Job Number 36870(04), by and between the City of Norman and the Oklahoma Department of Transportation;

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

CITY OF NORMAN

\_\_\_\_\_  
Mayor

ATTEST:

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

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

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



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

NORMAN: LINDSEY STREET FROM ELM AVE TO JENKINS AVE

**Project No.: STP-214B(172)AG**

**State Job No.: 36870(04)**

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

**WITNESSETH**

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

Project Type	Div.	County	JP No	Project No.	Work Type	Description
ACOG STBG	03	Cleveland	36870(04)	STP-214B(172)AG	WIDEN & RESURFACE	NORMAN: LINDSEY STREET FROM ELM AVE TO JENKINS AVE

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

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

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

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

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

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

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

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

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

## **SECTION 1: PROJECT AGREEMENT**

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

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

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

1.4 The Sponsor understands that should it fail to fulfill its responsibilities under this Agreement, such a failure will disqualify the Sponsor from future Federal-aid funding

participation on any proposed project. Federal-aid funds are to be withheld until such a time as an engineering staff, satisfactory to the Department has been properly established and functioning, the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.

## **SECTION 2:           ENGINEERING RESPONSIBILITIES**

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

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

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

2.4 The Sponsor agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the Sponsor for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the Sponsor affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the Sponsor's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.

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

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

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

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

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

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

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

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

3.4 The Sponsor shall remove, at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all buildings, porches, fences, gasoline pumps, islands, and tanks, and any other such private

installations and shall further remove or remediate any existing environmental contamination of soil and water from any source, known or unknown.

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

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

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

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

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

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

3.10 The Sponsor agrees to;

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

#### SECTION 4: FUNDING SUMMARY

4.1 The Department and the Sponsor agree that the project will be financed at a **not-to-exceed**, ACOG STBG total estimated cost of **\$3,908,965**, as described below:

FUNDING SOURCE =>			ACOG STBG-SAFETY		Sponsor	
STATE JOB PIECE NO.	DESCRIPTION	TOTAL ESTIMATED COST	SHARE (%)	AMOUNT	SHARE (%)	AMOUNT
36870(04)	Construction - (With 6% Inspection)	\$5,223,224	80% up to a limit of	\$3,908,965	Remainder	\$1,314,259
<b>Total</b>		<b>\$5,223,224</b>	<b>Total=&gt;</b>	<b>\$3,908,965</b>	<b>Total=&gt;</b>	<b>\$1,314,259</b>

4.2 Furthermore, the Department and the Sponsor agree that actual ACOG STBG-SAFETY costs incurred by project phases (**JP 36870(04)**) may exceed initial estimates. Costs between these project phases will be administratively adjusted based on actual cost of each phase, within the total cost of this Agreement, without formal supplemental Agreement, in so far as the total project agreement is not exceeded.

4.3 It is understood by the Sponsor and the Department that the funding participation stipulated herein may be altered due to bid prices, actual construction supervision costs and non-participating costs incurred during construction. The Sponsor will be responsible for payment of any estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the total project cost will be determined,



and the final amount of local funds (if any) will be determined by the Department's Comptroller per the terms of this Agreement. A refund will then be made by the Department to the Sponsor or additional funding will be requested. The Sponsor agrees to make arrangements for payment of any Department invoice within 45 days of receipt.

## **SECTION 5: CONSTRUCTION RESPONSIBILITIES**

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

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

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

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

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

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

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

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

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

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

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

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

- 1) The Sponsor will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- 2) Upon completion of the construction of said project, the Sponsor will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.

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

5.10 The Department will appoint competent supervision and inspection of the construction work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved Plans, Specifications and Estimates. The Department reserves the right to make such changes in said plans as may be necessary for the proper construction of said project.

- 1) The Sponsor agrees to provide such competent supervision as the Sponsor deems necessary during times that the work is in progress to ensure the completion of the

project to the Sponsor's satisfaction and the Sponsor's representatives and the Department's representatives will cooperate fully to the end of obtaining work strictly in accordance with the plans and specifications.

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

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

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

1) **Compliance with Regulations:**

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

2) **Nondiscrimination:**

The Sponsor, with regard to the work performed by it during the agreement, shall not discriminate on the grounds of race, color, sex, age, national origin, disability/handicap, or income status, in the selection and retention of contractors or subcontractors, including procurements of materials and leases of equipment. The Sponsor shall not participate either directly or indirectly, in the discrimination



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prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in appendix B of the Regulations.

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

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

4) **Information and Reports:**

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

5) **Sanctions for Noncompliance:**

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

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

6) **Incorporation of Provisions:**

The Sponsor shall include the provisions of sub paragraphs 1) through 5) in every contract or subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The Sponsor shall take such action with respect to any contract or

subcontract or procurement as the State Department of Transportation or the Federal Highway Administration may direct as a means of enforcing such provisions, including sanctions for noncompliance provided, however, that in the event a Sponsor becomes involved in, or is threatened with, litigation by a subcontractor or supplier as a result of such direction, the Sponsor may request the State Department of Transportation to enter into such litigation to protect the interests of the State; and, in addition, the Sponsor may request the United States to enter into such litigation to protect the interests of the United States.

## **SECTION 7:           TERMINATION**

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

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

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

## **SECTION 8:           GOVERNING LAW AND VENUE**

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

any action, claim, dispute or litigation, mediation or arbitration shall be in Oklahoma County, Oklahoma.

## **SECTION 9: DISPUTE RESOLUTION**

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

## **SECTION 10: PRIOR UNDERSTANDINGS**

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

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

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

## **SECTION 12: RECORDS**

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

**SECTION 13: HEADINGS**

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

**SECTION 14: BINDING EFFECTS**

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

**SECTION 15: SEVERABILITY**

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

**SECTION 16: EFFECTIVE DATE**

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

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

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

THE CITY OF NORMAN

APPROVED AS TO FORM  
AND LEGALITY

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

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

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

(SEAL): Approved – THE CITY  
OF NORMAN

STATE OF OKLAHOMA  
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

\_\_\_\_\_  
Local Government Division      DATE

\_\_\_\_\_  
Director of Project Delivery      DATE

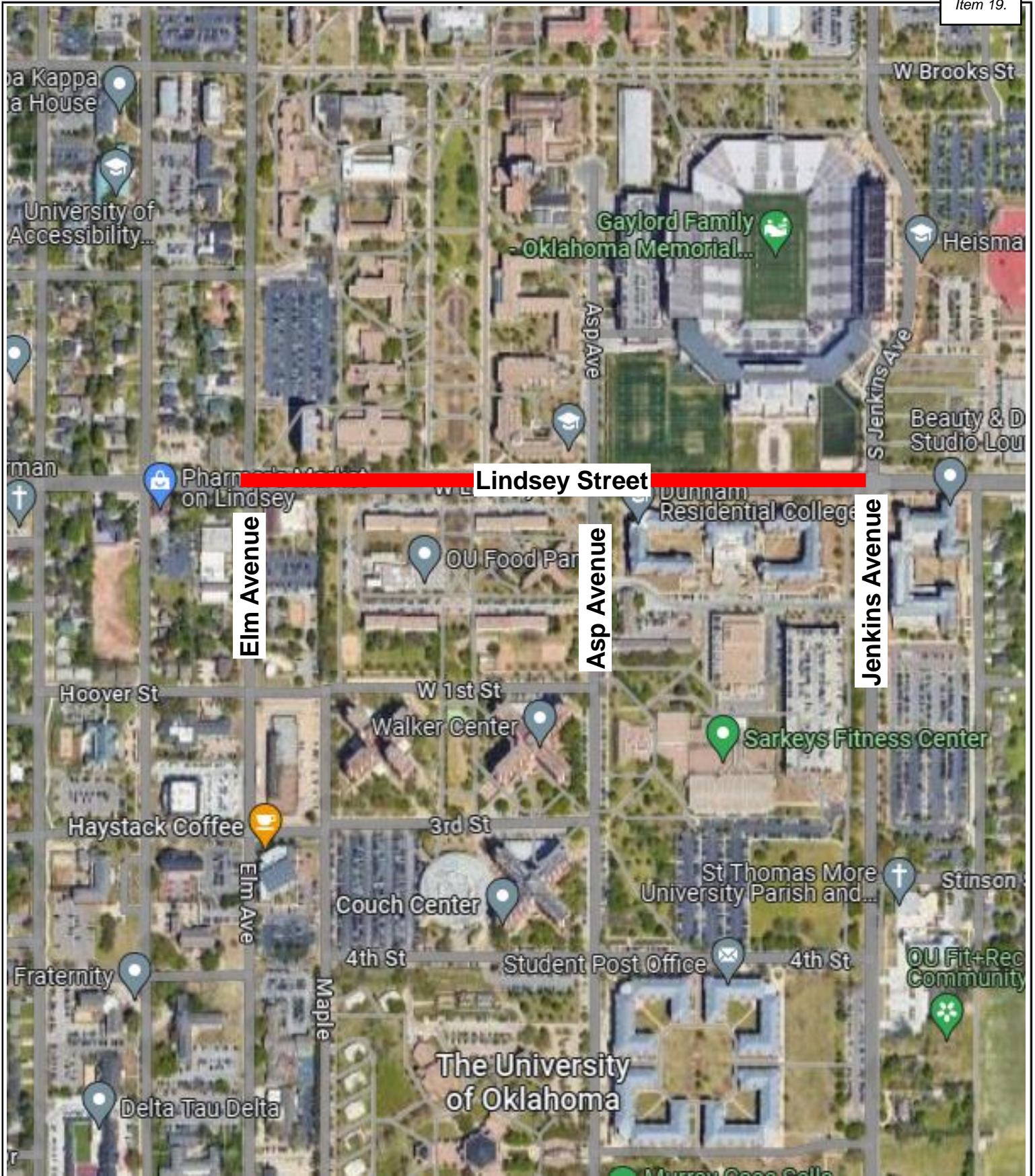
APPROVED AS TO FORM  
AND LEGALITY

APPROVED

\_\_\_\_\_  
General Counsel      DATE

\_\_\_\_\_  
Deputy Director      DATE





**Lindsey Street Special Corridor Project  
(Elm Avenue to Jenkins Avenue)  
Location Map**





**File Attachments for Item:**

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-16: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD ALLIANCE, INC. IN THE AMOUNT OF \$50,000 FOR THE NORMAN NEIGHBORS ACTIVITIES.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

**REQUESTER:** Lisa D. Krieg

**PRESENTER:** Lisa D. Krieg, CDBG Grants Manager

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-16: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD ALLIANCE, INC. IN THE AMOUNT OF \$50,000 FOR THE NORMAN NEIGHBORS ACTIVITIES.

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### BACKGROUND:

In the summer of 2020 Mayor Breea Clark assembled the Mayor's Task Force of over 50 individuals representing the population of Norman to explore various subjects as a result of the comments that were received during the FYE2021 Budget Process. This group met multiple times over a six-month period and heard presentations from selected entities on a wide range of subjects regarding opportunities that the City of Norman had to improve interactions with the public.

After the presentation to the Mayor's Task Force, a presentation was made to the Business and Community Affairs Council Committee on April 1, 2021 and a City Council Study Session was held on May 25, 2021. Questions and comments received from each of these presentations were utilized in the development of this contract.

Neighborhood Alliance has two separate annual contracts with the City of Oklahoma City for the services they provide. One contract is with the Planning Department and is very similar to the contract proposed for the City of Norman and they have a separate contract with the Oklahoma City Police Department for specific crime prevention activities. At this time, staff is only proposing a contract with the Planning Department for educational and organizing activities.

### DISCUSSION:

The proposed contract represents a total of \$50,000 for activities described within the contract. The Norman Neighbors Program is a re-visioning initiative in Norman and is tasked with finding the right people, with the right skill-sets to provide the care needed to ultimately create a safe and nurturing City for all. In addition to the attached Contract K-2425-16 is the Scope of Services that Neighborhood Alliance submitted which describes the opportunities and the strategies that they will utilize.

Their proposal includes employment of a dedicated staff person by Neighborhood Alliance who will be primarily responsible for the Norman activities, but will have the resources of the entire Neighborhood Alliance staff and Board of Directors at their disposal for support.

**RECOMMENDATION:**

Staff has reviewed the proposed contract and recommends approval of Contract K-2425-16 in the amount of \$50,000 to Neighborhood Alliance of Central Oklahoma, Inc. Funds are available in the General Fund, fiscal year 2024-2025, account 10110101 44199; \$50,000

## Contract No. K-2425-16

This Agreement, made and entered into this, 13th day of August, 2024 by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Neighborhood Alliance, Inc.** hereinafter referred to as "Agency."

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency the total sum of \$50,000 for the Norman Neighbors Program. The Agency will provide a monthly detail of activities with an itemized invoice. Said funds to be distributed by City to Agency pursuant to the terms and conditions for the funding period of July 1, 2024, through June, 2025.

The following information outlines the specific activities that Neighborhood Alliance will conduct during this program year of the Norman Neighbors Program:

### City Wide Neighborhood Capacity Building Includes the Following:

- A dedicated staff person for Norman as described above
- Neighborhood/Community capacity building including meeting and establishing partners and collection/organization of neighborhood contacts
- Community engagement through all public relations activities
- Organizing new neighborhoods, goal is to assist three new voluntary neighborhood associations

### City Wide Educational Workshops Includes the Following:

All workshops can be virtual or in person depending on the current situation and demand. In person workshops always have light refreshments and can be 1.5 to 2 hours long whereas virtual workshops need to be 1 to 1.5 hours max.

- How to Organize a Neighborhood:

This intensive workshops will provide the basics of organizing

- ✓ What is a voluntary neighborhood association?
- ✓ Benefits of organized neighborhood associations
- ✓ Demystifying the process of incorporation, bylaws, electing officers, bank accounts, etc.
- ✓ Hosting that first Neighborhood wide meeting
- ✓ Running and effective meeting
- ✓ New Officer Training

- Norman Streetwise:

The format will consist of two evening workshops to introduce citizens to the multiple departments within the City. Citizens will

be able to spend time with representatives from each department in an organized table format. After 20 minutes at one table, the citizen can change tables and move to another table for a discussion with a different department. There is an opportunity to have 3 and maybe 4 different table discussions during the evening. One workshop will be dedicated to Public Safety: Police; Animal Control; Fire; City Attorney; Municipal Court; and Code Compliance. A second workshop will be dedicated to Development: Public Works; Planning; Utilities; Parks; and Code Enforcement.

- Legal Issues for HOA's:  
Taught by a local attorney whose practice is nothing but HOA's, Condo's and Townhomes. This is like the Bible for a person's service on HOA Boards or just living in an HOA.
- Maintaining Private Roads  
An online workshop facilitated by professionals including City of Norman Staff to educate the ins and outs of maintaining and maintenance of private roads within Norman.
- Maintaining Private Waterways  
An online workshop facilitated by professionals including City of Norman Staff to educate the ins and outs of maintaining and maintenance of private waterways within Norman.

### Budget

Norman Neighbors Program	
Total Budget	<u>\$50,000</u> \$50,000

### General Provisions -- Records & Reports:

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**Suspension and Termination:**

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

**Payment:**

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.

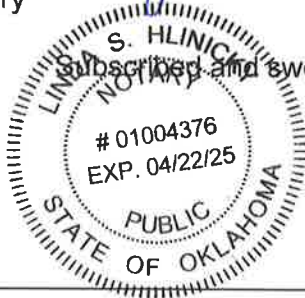


**Neighborhood Alliance, Inc.**

Jessica Thompson  
President

Attest:

Amanda J. McCollon  
Secretary



Subscribed and sworn to before me this 8 day of August, 2024.

Linda S. Hlinicka  
Notary Public

My Commission expires: 4-22-2025

**The City of Norman, Oklahoma**

\_\_\_\_\_  
Larry Heikkila, Mayor

Attest:

\_\_\_\_\_  
Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Attorney's Office

## NORMAN NEIGHBORHOOD CAPACITY BUILDING PROGRAM K-2425-16 SCOPE OF WORK

In addition to the specific activities listed below, Neighborhood Alliance, Inc. will also provide the listed workshop within their services for Norman:

- Legal Issues for Home Owner's Associations;
- Jumpstart Trainings for Voluntary Neighborhood Associations; will be offered three times.

The Norman Neighborhood Capacity Building Program will provide the specific billable activities:

1. Community Engagement
  - a. Public relations activities averaging 6.5 hours/week including meeting and establishing partners for successful neighborhood capacity building; \$23,300
2. Organizing New Neighborhoods
  - a. Goal is to organize/reorganize three (3) new voluntary neighborhoods with one on one time with each; \$6,200
3. Special Events – One-time events
  - a. Workshop – How to Organize a Voluntary Neighborhood, \$1,500
  - b. Workshop – Norman Streetwise – Public Safety (Police, Fire Public Safety, Animal Welfare); \$3,000
  - c. Workshop – Norman Streetwise – Development (Code Enforcement, Planning, Parks, Utilities); \$3,000
  - d. Workshop – Maintaining Private Roads; \$1,500
  - e. Workshop – Maintaining Private Waterways; \$1,500
4. General Administration: \$10,000
  - a. Collecting neighborhood contacts/data average 4 hours/week
  - b. Reporting/billing – average 3 hours/month

**File Attachments for Item:**

21. CONSIDERATION OF APPROVAL, REJECTON, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-17: BY AND BETWEEN THE CITY OF NORMAN AND METROPOLITAN FAIR HOUSING COUNCIL INC. FOR FAIR HOUSING SERVICES AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH YEAR ACTION PLAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

**REQUESTER:** Lisa D. Krieg

**PRESENTER:** Lisa D. Krieg, CDBG Grants Manager

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTON, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-17: BY AND BETWEEN THE CITY OF NORMAN AND METROPOLITAN FAIR HOUSING COUNCIL INC. FOR FAIR HOUSING SERVICES AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH YEAR ACTION PLAN.

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### **BACKGROUND:**

On May 14, 2024, Council approved the CDBG and HOME Fifth Year Action Plans in the total amount of \$1,334,615. The funding for this contract was detailed within the CDBG Action Plan. The funding for the CDBG and HOME Programs is provided by the U.S. Department of Housing and Urban Development (HUD).

The CDBG and HOME budgets were developed over a series of meetings of the Community Development Block Grant Policy Committee. This Committee consists of fifteen members that are elected as designated in the Citizen Participation Plan. The proposed budget was unanimously approved by the Policy Committee on April 3, 2024.

### **DISCUSSION:**

The funding requested by Metropolitan Fair Housing Council (MFHC) will provide fair housing services for residents of Norman. Those services include educational outreach, investigation of fair housing complaints, and other related activities.

The proposed contract represents a total of \$30,000 for fair housing activities that are a required part of the CDBG and HOME Programs. The contract has been developed in conjunction with all City of Norman and HUD requirements.

Funding is available in HOME 25 Professional Services-Consultant-Other (Account No. 21240034-44009) \$15,000 and CDBG 25 Professional Services-Consultant-Other (Account No. 21240031-44009) \$15,000.

### **RECOMMENDATION:**

Staff has reviewed the proposed contract and recommends approval of Contract K-2425-17 in the amount of \$30,000 to MFHC.

**Contract No. K-2425-17**

This Agreement, made and entered into this, **13<sup>th</sup> day of August, 2024** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Metropolitan Fair Housing Council, Inc.** hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-24-MC-40-0002 and the HOME Investment Partnerships Program M-24-MC-40-0204, a portion of which are to be distributed to Agency for the uses provided herein;

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$30,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-24-MC-40-0002 and M-24-MC-40-0204 by and between the U.S. Department of Housing and Urban Development and the City for the funding period of July 1, 2024, through June 30, 2025.

Agency further agrees that the above-mentioned activities will be completed by and that all necessary information and activities will be completed by Agency and reported to City no later than June 30, 2025.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program, the HOME Investment Partnerships Program and the 2 CFR Part 200 Uniform Administrative Requirements to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant and HOME Investment Partnerships Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program and HOME Investment Partnerships Program Contract are applicable hereto.

**Budget**

Fair Housing Services		\$30,000
Total Budget		\$30,000

**Reversion of Assets:**

Upon expiration of this contract Agency shall transfer to the City of Norman any CDBG funds on hand at the time of expiration and any accounts receivable attributable to the use of City of Norman CDBG funds. Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

*"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. (Reimbursement is not required five years front date of expiration of this contract.)"*

**Payment:**

Agency agrees to submit an invoice which reflects the direct costs under this Contract. The City will make payments from these invoices. Each invoice in excess of \$25,000 must be accompanied by a notarized affidavit provided by the City. The City will provide to Agency invoices to be used with payment requests.

This contract made and entered into by and between the parties the day and year first above written and shall be binding upon the successors and assigns thereof.



**General Provisions -- Records & Reports:**

Agency shall maintain financial records documenting actual expenditures related to these activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**Program Income:**

Program income generated by Agency from the use of City of Norman funds shall be recorded. Agency may retain program income and expend it only on those activities noted in this contract. Any program income on hand when this contract expires, or received after the contract expiration, shall be paid to the City of Norman; or if a subsequent contract is executed, shall be applied to the terms of the subsequent contract. (In accordance with 24 CFR 570.504(c).)

**Uniform Administrative Requirement:**

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 560 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

**Suspension and Termination:**

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

**Metropolitan Fair Housing Council, Inc.**

Richard Marshall

President

Attest:

[Signature]  
Secretary

Subscribed and sworn to before me this 2nd day of August, 2024.

Lorena Machado  
Notary Public

My Commission expires: 10.14.2024



**The City of Norman, Oklahoma**

Larry Heikkila, Mayor

Attest:

Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

City Attorney's Office

**File Attachments for Item:**

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-18: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC. IN THE AMOUNT OF \$100,000 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH YEAR ACTION PLAN.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

**REQUESTER:** Lisa D. Krieg

**PRESENTER:** Lisa D. Krieg, CDBG Grants Manager

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2425-18: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NORMAN AFFORDABLE HOUSING CORPORATION, INC. IN THE AMOUNT OF \$100,000 FOR THE ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH YEAR ACTION PLAN.

### BACKGROUND:

On May 14, 2024 the Norman City Council approved the fiscal year ending June 30, 2025 (FYE25) Fifth Year Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs. Included in this Action Plan was an activity to provide a total of \$100,000 for property acquisition to Norman Affordable Housing Corporation Inc.(NAHC). These funds were designated for acquisition of property for affordable housing. The FYE18 thru FYE24 Action Plans contained identical items to provide \$100,000 also to Norman Affordable Housing Corporation for acquisition of property for the development of affordable housing.

Since the spring of 2013 when the CDBG Policy Committee realigned the program priorities to focus on affordable housing, there have been nineteen projects, consisting of fifty-four units that have been completed in partnership with the Norman Affordable Housing Corporation. Twice, Requests for Proposals have been administered to solicit other entities having an interest in participating, with no other proposals received other than from NAHC. Each year during the development of the Annual Action Plan, the CDBG Policy Committee reviews documentation from each of the developments that have been completed.

The CDBG and HOME budgets were developed over a series of meetings of the Community Development Block Grant Policy Committee. This Committee consists of fifteen members that are elected as designated in the Citizen Participation Plan. The proposed Fifth Year Action Plan and Budget was unanimously approved by the Policy Committee on April 3, 2024.

### DISCUSSION:

Discussions pertaining to the long standing, beneficial partnership between the City of Norman and the Norman Affordable Housing Corporation, Inc. resulted in the CDBG Policy Committee recommending that \$100,000 of funding be designated within the FYE25 Fifth Year Action Plan to the Norman Affordable Housing Corporation, Inc. for acquisition of property to be utilized for

affordable housing.

Once this contract is awarded, prior to distribution of funds, NAHC will be required to provide documentation to the City of Norman of any intended property for purchase. This documentation will require an appropriate appraisal for cost reasonableness and evaluation of the site for appropriateness. An Environmental Review will be completed in accordance with HUD regulations prior to distribution of funds.

**RECOMMENDATION:**

Staff recommends approval of Contract K-2425-18 in the amount of \$100,000 to the Norman Affordable Housing Corporation Inc. Funds are available in the Community Development Fund in CDBG Land Acquisition B24 (account 21240031 46001; Project GC0098).

**Contract No. K-2425-18**

This Agreement, made and entered into this, **13th day of August, 2024** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Norman Affordable Housing Corporation, Inc.**, hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-24-MC-40-0002, a portion of which are to be distributed to Agency for the uses provided herein;

Further, whereas Agency agrees, upon receipt of a portion of said funds, to provide for activities to purchase property, either developed or undeveloped, for the end use of provision of affordable rental housing. Affordable rental housing is hereby defined as housing whereas the rent being charged does not exceed 30% of the gross income for a household that is at or below 80% of median family income as defined by HUD. Each prospective acquisition must be approved in writing for compliance with CDBG Part 35 Environmental Requirements by the CDBG Grants Manager prior to purchase offer.

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$100,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of grant numbers noted above by and between the U.S. Department of Housing and Urban Development and the City for the funding period of July 1, 2024, through June 30, 2025.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program and the 2 CFR Part 200 entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program Contract are applicable hereto.



## **Budget**

Acquisition of Property- B24 K-2425-18

\$100,000.00

## **General Provisions -- Records & Reports:**

Agency shall maintain financial records documenting actual expenditures related to CDBG activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will submit copies of all property transaction documents to the Community Development Division detailing all activities performed with the use of City of Norman CDBG funds. Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

## **Program Income:**

Any program income generated by Agency from this use of City of Norman CDBG funds within the designated five-year period shall be recorded. Agency may retain program income and expend it only on Affordable Housing Activities and documented as such. Use of Program Income will be included in the annual monitoring.

## **Uniform Administrative Requirement:**

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 570 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

## **Suspension and Termination:**

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

**Reversion of Assets:**


Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

*"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. A Deed Restriction will be filed at the Cleveland County Courthouse to insure compliance. (Reimbursement is not required five years from date of expiration of this contract. Deed restriction will be released at this time)"*

**Norman Affordable Housing Corporation, Inc.**

  
\_\_\_\_\_  
President

Attest:

  
\_\_\_\_\_  
Secretary



Subscribed and sworn to before me this 31 day of July, 2024.

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

My Commission expires: 10-02-2025

**The City of Norman, Oklahoma**

\_\_\_\_\_  
Larry Heikkla, Mayor

Attest:

\_\_\_\_\_  
Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
City Attorney's Office

**File Attachments for Item:**

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-19: BY AND BETWEEN THE CITY OF NORMAN AND ROSE ROCK HABITAT FOR HUMANITY, INC. FOR ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH YEAR ACTION PLAN.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

**REQUESTER:** Lisa D. Krieg

**PRESENTER:** Lisa D. Krieg, CDBG Grants Manager

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-19: BY AND BETWEEN THE CITY OF NORMAN AND ROSE ROCK HABITAT FOR HUMANITY, INC. FOR ACQUISITION OF PROPERTY FOR AFFORDABLE HOUSING AS PART OF THE COMMUNITY DEVELOPMENT BLOCK GRANT FIFTH YEAR ACTION PLAN.

### **BACKGROUND:**

On May 14, 2024 the Norman City Council approved the fiscal year ending June 30, 2025 (FYE25) Fifth Year Action Plan for the Community Development Block Grant (CDBG) and HOME Investment Partnerships Programs. Included in this Action Plan was an activity to provide a total of \$40,000 for property acquisition to Rose Rock Habitat for Humanity, Inc. (RRHH). These funds were designated for acquisition of property for affordable housing.

### **DISCUSSION:**

Discussions pertaining to the long standing, beneficial partnership between the City of Norman and RRHH, resulted in the CDBG Policy Committee recommending that \$40,000 of funding be designated within the FYE25 Fifth Year Action Plan to RRHH for additional acquisition of property to be utilized for affordable housing. This line item designation was included as such within the FYE25 Fifth Year Action Plan and subsequently approved by the Norman City Council and the U.S. Department of Housing and Urban Development (HUD).

Once this contract is awarded, prior to distribution of funds, RRHH will be required to provide documentation to the City of Norman of any intended property for purchase. This documentation will require an appropriate appraisal for cost reasonableness and evaluation of the site for appropriateness. An Environmental Review will be completed in accordance with HUD regulations prior to distribution of funds.

### **RECOMMENDATION:**

Staff recommends approval of Contract K-2425-19 with Rose Rock Habitat for Humanity, Inc. in the amount of \$40,000 for the Acquisition of Property as described. Funds are available in CDBG Land Acquisition B24 (account 21240031 46001; project GC0097).

**Contract No. K-2425-19**

This Agreement, made and entered into this, **13th day of August, 2024** by and between the **City of Norman, Oklahoma**, a municipal corporation, hereinafter referred to as "City" and **Rose Rock Habitat for Humanity, Inc.**, hereinafter referred to as "Agency."

WHEREAS, the City has received grant funds from the U.S. Department of Housing and Urban Development in conjunction with the Community Development Block Grant Program under Grant Number B-24-MC-40-0002, a portion of which are to be distributed to Agency for the uses provided herein;

Further, whereas Agency agrees, upon receipt of a portion of said funds, to provide for activities to purchase property, either developed or undeveloped, for the end use of provision of affordable housing. Affordable housing is hereby defined as housing whereas the household housing expenses does not exceed 30% of the gross income for a household that is at or below 80% of median family income as defined by HUD. Each prospective acquisition must be approved in writing for compliance with CDBG Part 35 Environmental Requirements by the CDBG Grants Manager prior to purchase offer.

For and in consideration of the activities agreed to be performed herein, by Agency, City agrees to distribute to Agency as its portion of the funds received, the total sum of \$40,000. Said funds to be distributed by City to Agency pursuant to the terms and conditions of Grant Number B-24-MC-40-0002 by and between the U.S. Department of Housing and Urban Development and the City for the funding period of July 1, 2024, through June 30, 2025.

As further consideration for the disbursement of said funds by City to Agency, Agency agrees to abide by all the terms and conditions of the Community Development Block Grant Program and the 2 CFR Part 200 entitled Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Grants to use funds distributed pursuant to this contract to improve the quality of services to program participants. Particular attention should be paid to purchasing and record-keeping requirements.

It is further understood by and between the parties hereto that all the provisions of the Community Development Block Grant Program Contract described above are incorporated herein by reference and made a part of this contract and specifically that all provisions regarding modification, termination, and/or suspension of said Community Development Block Grant Program Contract are applicable hereto.

**Budget**

Acquisition of Property	\$40,000
Total Budget	<u>\$40,000</u>



**General Provisions -- Records & Reports:**

Agency shall maintain financial records documenting actual expenditures related to CDBG activities performed under this contract. Records must also be maintained by Agency documenting all activities required under this contract. These records shall be kept for a period of five (5) years after completion of this Contract.

Agency will submit copies of all property transaction documents to the Community Development Division detailing all activities performed with the use of City of Norman CDBG funds. Agency will make all required records available for inspection by the City of Norman Community Development Division for monitoring purposes.

Agency shall ensure recognition of the role of the grantor Agency in providing services through this contract. All activities, facilities and items utilized pursuant to this contract shall be prominently labeled as to funding source. In addition, Agency will include a reference to the support provided herein in all publications made possible with funds made available under this contract.

**Program Income:**

Any program income generated by Agency from this use of City of Norman CDBG funds within the designated five-year period shall be recorded. Agency may retain program income and expend it only on Affordable Housing Activities and documented as such. Use of Program Income will be included in the annual monitoring.

**Uniform Administrative Requirement:**

Agency shall carry out all activities in compliance with all Federal laws and regulations described in Sub-part & of 24 CFR Part 570 except 570.604. Agency does not assume responsibility of 24 CFR Part 52.

**Suspension and Termination:**

In accordance with 24 CFR 85.43, suspension or termination may occur if Agency materially fails to comply with any term of the award, and the award may be terminated for convenience in accordance with 24 CFR 85.44.

**Reversion of Assets:**

Any real property under Agency control that was acquired or improved in whole or in part with City of Norman CDBG funds in excess of \$25,000 must either:

*"Be used to meet one of the national objectives in 570.208 until five years after expiration of this contract; or disposed of in a manner that results in the City of Norman being reimbursed in the amount of the current fair market value of the property less any portion of the value attributable to expenditures of non-City of Norman CDBG funds for acquisition of or improvements to, the property. A Deed Restriction will be filed at the Cleveland County Courthouse to ensure compliance. (Reimbursement is not required five years from the date of expiration of this contract. Deed restriction will be released at this time)"*

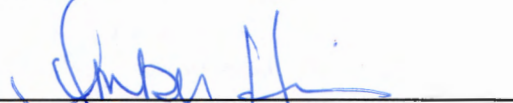


**Rose Rock Habitat for Humanity, Inc.**



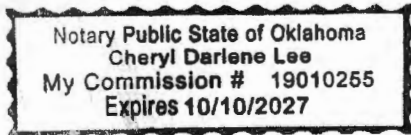
Randall E. Gardner, President & CEO


Attest:



Amber R. Harris, Secretary

Subscribed and sworn to before me this 31 day of July, 2024.



  
Notary Public

My Commission expires: 10/10/2027


**The City of Norman, Oklahoma**

  
Larry Heikkila, Mayor

Attest:

  
Brenda Hall, City Clerk

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

  
City Attorney's Office

**File Attachments for Item:**

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-20: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD HOUSING SERVICES, INC. IN THE AMOUNT OF \$80,000 FOR THE HOME INVESTMENT PARTNERSHIPS STRONG NEIGHBORHOODS INITIATIVE HOMEBUYER PROGRAM .



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 08/13/2024

**REQUESTER:** Lisa D. Krieg

**PRESENTER:** Lisa D. Krieg, CDBG Grants Manager

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, OR POSTPONEMENT OF CONTRACT K-2425-20: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NEIGHBORHOOD HOUSING SERVICES, INC. IN THE AMOUNT OF \$80,000 FOR THE HOME INVESTMENT PARTNERSHIPS STRONG NEIGHBORHOODS INITIATIVE HOMEBUYER PROGRAM .

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### BACKGROUND:

From 1999 to 2013 the City of Norman administered a Down Payment Assistance Program utilizing the HOME Investment Partnerships Program funding. This program provided down payment and closing cost assistance to over 500 households with an average assistance of \$5,000. In exchange for the assistance, each households agreed to occupy and maintain the home as their primary resident for a period of five years as required by the HOME Program.

The program ended due to several factors primarily the changes made by HUD in the required underwriting and monitoring of the assistance which would have necessitated the expansion of the administrative staff by the City of Norman. To continue the program at that time would have required the hiring of additional staff.

### DISCUSSION:

With the implementation of the Strong Neighborhoods Initiative by the City of Norman for three neighborhoods (First Courthouse, Old Silk Stocking, and Original Townsite) discussions were held with the City of Oklahoma City to understand how they implemented the HOME changes and developed a partnership in the administration of the program with the Oklahoma City based non-profit Neighborhood Housing Services, Inc. (NHS)

Subsequent meetings were held with NHS whereas it was determined that administration of the same program in Norman could be easily undertaken for minimal cost to the City of Norman HOME Program. With NHS administering the program, no additional staff is required from the City of Norman. The Oklahoma City/NHS program has been in operation for several years and has been approved by HUD. Utilizing the exact same program parameters, the Norman program will be made available to potential homebuyers within the three SNI neighborhoods.

Prospective homebuyers are responsible for coordinating their application with NHS and obtaining their own mortgage from a lender of their choice. Unlike the previous DPA program, the client is not required to be a first time buyer but must still utilize the property as their primary residence for a period of five

years. Other requirements are that the property must meet minimum property standards including not being located within a 100 year flood zone and the household must be at or below 80% Median Family Income as established annually by HUD.

Funding is available to assist eight households with a maximum assistance of \$14,999 per household.

**RECOMMENDATION:**

Staff has reviewed the proposed contract and recommends approval of Contract K-2425-20 in the amount of \$80,000 to Neighborhood Housing Services, Inc. Funds are available in Fund 21, fiscal year 2023-2024 account 21240030 44725 and within 2024-2025 account 21240034 44725 for the direct assistance. Administration costs will be paid from 21240034 44009 Consultants.



**PROFESSIONAL SERVICES AGREEMENT  
BY AND BETWEEN  
THE CITY OF NORMAN AND  
NEIGHBORHOOD HOUSING SERVICES-OKLAHOMA CITY, INC.**

This Agreement made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024 by and between The City of Norman, an Oklahoma municipal corporation, hereinafter referred to as "CITY" or "the CITY", and Neighborhood Housing Services-Oklahoma City, Inc., hereinafter referred to as "Neighborhood Housing Services", "NHS" or "CONTRACTOR".

**W I T N E S S E T H**

**WHEREAS**, the CITY has received funds through a grant from the U.S. Department of Housing and Urban Development (HUD) under the HOME Investment Partnerships Act (HOME) at Title II of the Cranston-Gonzalez National Affordable Housing Act (Act), as amended; and

**WHEREAS**, the CITY uses a portion of the HOME grant to fund a Down Payment Assistance Program which assists low to moderate income homebuyers in achieving homeownership; and

**WHEREAS**, the CITY solicited proposals for an organization to process the Down Payment and Closing Costs Assistance (DPA) applications; and

**WHEREAS**, the Neighborhood Housing Services – Oklahoma City, Inc. responded to the solicitation and has demonstrated capacity to provide the professional services required to process DPA applications, file notes and mortgages in favor of the CITY, review loan documents to guard against abusive lending practices, to provide expert advice and advocacy to applicants with regard to the HOME Program and the Real Estate Settlement Procedures Act, as amended; and

**WHEREAS**, the CITY desires to engage the CONTRACTOR to provide the professional services necessary to process DPA applications in conjunction with its federal-funded loan program, effective the date of execution of the Agreement, retroactive to July 1, 2024, through June 30, 2025;

**NOW, THEREFORE**, in consideration of the mutual covenants, promises and agreements hereinafter set forth, it is agreed as follows:

**I**

**TERM:** The term of this Agreement shall be effective July 1, 2024 through June 30, 2025, unless sooner terminated by the parties hereto.

## II

COMPENSATION AND METHOD OF PAYMENT: The CITY shall pay CONTRACTOR in an amount not to exceed a unit processing fee of \$700.00 (Seven hundred dollars), as program delivery, per DPA loan made, which shall constitute full and complete compensation for CONTRACTOR's services hereunder; provided however:

Payment for services shall include reimbursement for actual DPA, as outlined in this Agreement plus the unit processing fee. CONTRACTOR shall also be entitled to an additional \$250.00 (two-hundred and fifty dollars) for each client receiving DPA, as program delivery, if CONTRACTOR provides the HUD-required Homebuyer Education from a HUD certified Homebuyer Education Counselor. Invoices shall be paid monthly when warranted by expenditures, based upon statements supporting the number of DPA loans made during the billing month for services.

## III

SCOPE OF SERVICES: CONTRACTOR shall act as an independent contractor for the CITY and shall provide services throughout the contract term.

Specifically, CONTRACTOR shall perform the following:

1. Comply with all laws, legislative rules, and regulations governing mortgage loans, which apply to a professional organization employed as a Contractor to undertake the performance of such services.
2. Provide expert advice to clients and the City on matters related to Real Estate Settlement and Procedures Act (RESPA), the Secure and Fair Enforcement for Mortgage Licensing Act (SAFE Act) and the TILA-RESPA Integrated Disclosure Rule (TRID) regulations, which specifically apply generally to the management of mortgage loans and loan administration.
3. Comply with regulations for the HOME Program as directed in 24 CFR Part 92, as applicable.
4. Shall comply with requirements established by the System for Award Management (SAM) database, and the Federal Funding Accountability and Transparency Act, including 2 CFR Part 25, Appendix A to Part 25, and 2 CFR Part 170.
  - a. CONTRACTOR and its subcontractors, each and all of them, prior to entering a contract for the use of HOME funds shall:
    - (i) Register or update registration in the System of Award Management (SAM) Federal database of debarred contractors, and
    - (ii) Obtain a valid Unique Entity ID number (UEI), and
    - (iii) Maintain an active and approved SAM registration with current information at all times during which it has an active contract or award involving HOME funds.

5. Represent and assist the CITY in processing DPA loans in accordance with CITY adopted DPA Program Guidelines (as amended and attached hereto as "Exhibit 1"), for clients referred to CONTRACTOR for that purpose.
6. Tasks to be performed by CONTRACTOR:
  - A. CONTRACTOR shall affirmatively market the DPA program to the public through media, home ownership counseling programs, brochures, or handbooks, and prominently cite the CITY and HUD as the source of funding in all publications. All publications shall include the Equal Housing Opportunity logo.
  - B. CONTRACTOR shall determine and document all individual client DPA application files with evidence of income eligibility using the IRS Method of income verification, which may include the following: the most current year's income tax return, two (2) months of the most recent payroll stubs (or other income source documents such as wage statements, interest statements, unemployment compensation or SSI statements), two (2) months banking statements and/or other income verification for all adult members of the household, per 24 CFR 92.203. CONTRACTOR shall use such information to project twelve (12) months' future household income.
  - C. CONTRACTOR shall submit documentation to City staff for approval prior to closing, showing the home purchase is sustainable for the proposed homebuyer, which includes but is not limited to: 1) a detailed budget; 2) housing ratio and total-debt-to-income ratio; 3) Loan To Value (LTV) ratios; 4) FEMA Flood Plain status; and 5) verification of the equivalency of two months principal, interest, taxes and insurance (PITI) in a homebuyer reserve account, and 6) any other underwriting considerations.
  - D. CONTRACTOR shall provide homebuyer counseling conducted by a HUD-certified Homebuyer Education Counselor, and provide a certificate of completion to the income-eligible prospective homebuyer prior to closing on the purchase of the home.
  - E. CONTRACTOR shall provide for the safe storage and retention of hardcopies of records for each client assisted for twelve (12) months following the end of the term of affordability.
  - F. CONTRACTOR shall provide accommodations for DPA applicants with physical disabilities as necessary to comply with the Americans with Disabilities Act (ADA).
  - G. CONTRACTOR shall ensure a copy of the City's "Homebuyer Written Agreement" (See Exhibit 1, Item 1.4, attached hereto) is executed by both the City and the Homebuyer prior to closing on purchase of the house.

- H. CONTRACTOR shall ensure that all DPA clients execute a Homebuyer Down Payment Assistance (DPA) Deferred Note and Mortgage (Mortgage) Agreement securing the DPA funds advanced and complying with HOME Program requirements. Each DPA mortgage shall name the CITY as the recipient of any mortgage proceeds arising from nonperformance by the Homebuyer.

**The Mortgage shall provide the loan will be forgiven if the client remains in occupancy of the assisted residence for a consecutive period of sixty (60) days and five (5) calendar years thereafter.** There is no forgiveness during the first sixty (60) days following home purchase closing date by the homebuyer(s). Mortgages for the HOME Program shall allow forgiveness of the mortgage at the rate of **one-sixtieth (1/60) per month**. Provided, however, if a homeowner ceases to occupy the home as his or her primary residence during the forgiveness period, but maintains ownership of the property, then all loan funds provided shall become immediately due and payable and no forgiveness shall apply.

#### IV

CONFLICT OF INTEREST: CONTRACTOR shall have in place safeguards to protect the interests of both the CITY and HUD, which are the sources of all funding for the programs covered by this Agreement.

Conflict of interest regulations address real or apparent conflicts, and general public perception of conflict of interest. HOME regulations at 24 CFR 92.356(b) and (c) describe the prohibition of a person in a decision-making position from exercising functions or responsibilities regarding HOME assisted activities. Those in a position to gain inside information may not obtain a financial interest in, or benefit from, a HOME assisted activity; nor have an interest in any contract, subcontract or agreement with respect thereto or the proceeds thereunder, either for themselves or those with whom they have family or business ties, during their tenure or for one year thereafter. This prohibition shall be construed as being applicable to the CONTRACTOR organization. CONTRACTOR shall immediately disclose an awareness of any perceived conflict of interest regarding this operating Agreement.

In its Agreement with the CITY, CONTRACTOR shall agree to the following Conflict of Interest provisions:

1. Restriction against CONTRACTOR or its employees and agents receiving compensation from the borrower or other interested parties for recommendations or actions favorable to a borrower, e.g., suppressing information about the income of the borrower that would influence the approval of the applicant.
2. CONTRACTOR shall not solicit financing or refinancing transactions from borrowers served or covered under this Agreement.

## V

TERMS AND CONDITIONS: This Agreement is subject to and incorporates the applicable provisions of 2 CFR 200. Said Terms and Conditions provide for:

1. Administrative, contractual, or legal remedies where contractors violate or breach contract terms and provide for such sanctions and penalties as may be appropriate.
2. Termination for cause and for convenience by the grantee or subgrantee, including the manner in which it will be effected and the basis for settlement as stated in Section XII.
3. Compliance with Executive Order 11246, September 24, 1965 entitled "Equal Employment Opportunity" as amended by Executive Order 11375, October 13, 1967, and as amended by Department of Labor regulations at 41 CFR Part 60.
4. Compliance with the Copeland "Anti-Kickback" Act as supplemented in Department of Labor regulations at 29 CFR Part 3.
5. Notice of awarding agency requirements and regulations pertaining to reporting.
6. Notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention, which arises or is developed in the course of or under such contract.
7. Notice of awarding agency requirements and regulations pertaining to copyrights and rights in data.
8. Access by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books and records pertaining to the services provided herein for monitoring or auditing purposes.
9. Compliance with Section 109 of Title I of the Housing and Community Development Act of 1974, and HUD regulations which require, in part, that no person in the United States shall on the grounds of race, color, creed, national origin, age, disability, sex, actual or perceived sexual orientation, gender identity, marital or familial status, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community development funds made available pursuant to the Act. Program or activity is defined as any function conducted by an identifiable administrative unit of the recipient, or by any unit of government, subrecipient, or private contractor receiving community development funds or loans from the recipient. Coverage under the Act is extended to services provided for which compensation is paid.
10. Reversion of assets: Upon termination of this Agreement, CONTRACTOR shall remit or convey to the CITY any HOME funds on hand at the time of termination, any accounts receivable attributable to the use of HOME funds, and any real property under CONTRACTOR'S control that was acquired or improved in whole or in part

with HOME funds. Also, any real property under CONTRACTOR'S control that was acquired or improved in whole or in part with HOME funds in excess of \$25,000 shall be:

- (i) Used to meet HOME program objectives until five (5) years after expiration of the Agreement, or for such longer period of time as determined to be appropriate by the CITY; or
- (ii) Disposed of in a manner that results in the CITY being reimbursed in the amount of the current fair market value of the property, less any portion of the value attributable to expenditures of non-HOME funds for acquisition of, or improvement to, the property.

## VI

### ADMINISTRATIVE REQUIREMENTS:

CONTRACTOR shall comply with applicable Uniform Administrative Requirements, Cost Principles, and Audit Requirements of 2 CFR Part 200.

1. CONTRACTOR shall comply with the provisions of 2 CFR Part 200.420 through 200.475 which detail acceptable cost principles and "Considerations for selected items of cost".
2. The Provisions of 2 CFR 200.305(b) shall govern payments to Subrecipients and Contractors as applicable. Subrecipient and Contractor determinations are defined in 2 CFR 200.330. The CITY shall comply with the standards of 2 CFR 200.305(b) in making payments to Subrecipients and Contractors, except that no requests for advance funds will be considered.
3. CONTRACTOR shall submit to the CITY monthly invoices, along with performance reports concerning completed DPA transactions, in a format prescribed by the City, and delivered electronically to the Planning Department, Housing & Community Development Division, by no later than the 15<sup>th</sup> of the month following the expenditure.
4. CONTRACTOR shall furnish to the CITY all reports required by HUD and such additional reports as may be necessary to comply with all applicable laws, regulations, and guidelines. Further, CONTRACTOR shall provide any other reports deemed reasonably necessary by the CITY upon request. The CITY, HUD or the Comptroller General of the United States or any of their duly authorized representatives shall at all times have the right and option to monitor, inspect, audit and review CONTRACTOR'S performance and operation of the Community Development Program to be performed under this Agreement; and in connection therewith, all of the above- mentioned entities shall have the right to inspect any and all records, books, documents, or papers of CONTRACTOR and the subcontractors of CONTRACTOR, for the purpose of making audit examinations, excerpts and transcriptions.



5. CONTRACTOR SHALL SUBMIT TO THE CITY A COPY OF ITS ANNUAL INDEPENDENT AUDIT WITHIN THIRTY (30) DAYS AFTER RECEIPT OF THE REPORT, BUT NOT LATER THAN NINE (9) MONTHS AFTER THE END OF THE AUDIT PERIOD (OR SUCH LONGER PERIOD AGREED TO IN ADVANCE BY THE CITY) AS REQUIRED IN 2 CFR 200.512.
6. The minimum records retention period referenced in 2 CFR 200.334 pertaining to individual HOME activities is three (3) years, but CONTRACTOR shall retain records during the DPA program affordability period and for at least twelve (12) months after the end of the affordability period for each loan processed.
7. CONTRACTOR shall comply with the provisions of 2 CFR 200.340, as well as Section XII hereof, related to termination of this Agreement.

## VII

DPA ASSISTANCE FORGIVABLE LOANS, GEOGRAPHIC AREAS FOR USE OF SUCH FORGIVABLE LOANS, AND AMOUNTS OF DPA ASSISTANCE THAT SHALL BE PROVIDED:

1. Funding to NHS for the DPA program in the amount **not to exceed \$120,000** is being provided to reimburse expenses incurred from July 1, 2024 through June 30, 2025, subject to the constraints identified herein.
2. **DPA in Target Areas:**  
Each applicant qualifying for DPA assistance shall be eligible to receive as a forgivable DPA loan the following amounts of funds from the HOME DPA Program.

CONTRACTOR is authorized to process HOME DPA forgivable loans for homebuyers, which shall be no more than \$14,999. The actual amount shall be determined on a case specific basis based on the financial need of the homebuyer, and the adopted underwriting standards for DPA to purchase homes within Target Areas. The Target Areas include the following neighborhoods: First Courthouse, Old Silk Stocking, and Original Townsite and other target areas as may be established by CITY. CITY expansion of Target Areas will not require a contract amendment.

Note: Funding availability and sources are as specified above and from no other source.

## VIII

NONDISCRIMINATION: In connection with the performance of work under this Agreement, CONTRACTOR agrees as follows:

1. CONTRACTOR shall not to discriminate against any employee or applicant for employment because of age, race, creed, color, religion, ancestry, place of birth, sex, gender identity or expression, sexual orientation, familial status, or marital status, including marriage to a person of the same sex, national origin, disability, or any other

status protected by the law. CONTRACTOR shall take affirmative action to ensure that employees are treated without regard to their age, race, creed, color, religion, ancestry, place of birth, sex, national origin, gender identity or expression, sexual orientation, familial status, or marital status, including marriage to a person of the same sex, disability, or any other status protected by the law. Such actions shall include, but not be limited to the following employment, upgrading, demotion or transfer, of pay or other forms of compensation and selection for training, including apprenticeship.

2. CONTRACTOR shall include this non-discrimination clause in any subcontracts connected with the performance of this Agreement.

## IX

HOLD HARMLESS CLAUSE: CONTRACTOR shall defend, indemnify and save harmless the CITY from all claims and causes of action against the CITY for damages or injury to any person or property arising solely out of, or in connection with the negligent performance or negligent acts of CONTRACTOR, its subcontractors, agents or employees under this Agreement. Besides the foregoing, CONTRACTOR shall hold harmless the CITY from any liability arising from the claims of CONTRACTOR's subcontractors or any others that CONTRACTOR might employ or obtain services or materials from for the performance of this Agreement.

## X

INSURANCE: CONTRACTOR shall provide liability insurance coverage in the amount of \$1,000,000.00, naming the CITY as Certificate Holder and additional insured.

## XI

INDEPENDENT CONTRACTOR STATUS: CONTRACTOR shall be an independent contractor of the CITY.

CONTRACTOR shall conduct itself in a manner consistent with its independent contractor status and further shall neither present itself as, nor claim to be an officer, employee or agent of the CITY by reason of this Agreement, and that it will not by reason of this Agreement, nor make any claim, demand, or application for any right or privilege applicable to an officer, employee or agent of the CITY, including, but not limited to, workers' compensation coverage, unemployment insurance benefits, social security coverage or retirement membership or credit. CONTRACTOR shall provide a Certificate of Insurance to the CITY verifying coverage or that CONTRACTOR is exempt from this requirement.

## XII

TERMINATION: In accordance with 2 CFR 200 Appendix II (B), this Agreement may be suspended or terminated prior to the expiration of the term by unanimous written agreement by the parties to this Agreement. The CITY may also unilaterally terminate or suspend this Agreement, in whole or in part, upon ten (10) day's written notice from the CITY to the CONTRACTOR for the following reasons:

1. Failure to perform the services set forth in the scope of services and requirements

incident thereto.

2. Making unauthorized or improper use of funds provided under this Agreement.
3. Submission of an application, report or other documents pertaining to this Agreement that contains misrepresentation of any material aspect.
4. The carrying out of the Scope of Services or the objectives of this Agreement is rendered improvable, unfeasible, impossible, or illegal.
5. Failure of the U.S. Department of Housing and Urban Development (HUD) to make funds available or if HUD suspends funds for any reason.
6. Upon the determination of the CITY that the Agreement be suspended or terminated, without cause.

Termination or suspension of this Agreement shall not affect otherwise valid and allowable obligations incurred in good faith prior to receipt of a notice of termination or suspension.

### XIII

MISCELLANEOUS: In connection with the performance of work under this Agreement, CONTRACTOR agrees as follows:

1. Should it become necessary to determine the meaning or otherwise interpret any word, phrase or provision of this Agreement, or should the terms of this Agreement in any way be the subject of litigation in any court of law or equity, it is expressly agreed that the laws of the State of Oklahoma shall exclusively control same, and any such litigation shall be brought in the appropriate Courts of Cleveland County, Oklahoma.
2. Funding under this Agreement is conditioned on the CITY'S determination to proceed with, modify or cancel any project based on the results of a subsequent environmental review for each individual home that the prospective buyer is seeking assistance. CONTRACTOR shall carry out each activity in compliance with all Federal laws and regulations described in Subpart K of 24 CFR 570, except that:
  - a) CONTRACTOR does not assume the CITY'S environmental responsibilities with respect to 24 CFR 570.604; and
  - b) CONTRACTOR does not assume the CITY'S responsibility for initiating the review process under the provisions of 24 CFR Part 52.
3. CONTRACTOR certifies by execution of this Agreement that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency. CONTRACTOR shall require that all subcontractor agreements funded under this Agreement include this certification by the subcontractor.

4. Only the following persons shall be eligible for assistance using these proceeds:
  - a) Those who qualify as a citizen by birth, naturalized citizen or national of the United States; or
  - b) Have been issued a green card under the Immigration and Nationality Act (INA).
  - c) Have permanent residence under §249 of INA; or
  - d) Have refugee, asylum, or conditional entry status under §§207, 208, or 203 of the INA; or
  - e) Have parole status under §212(d) (5) of the INA; or
  - f) Have threat to life or freedom under §243(h) of the INA; or
  - g) Have received Amnesty under §245(a) of the INA.

#### XIV

CERTIFICATIONS: Contractor shall execute the following certifications:

1. LOBBYING CERTIFICATION: Contractor shall execute a lobbying certification as an attachment 'A' to this Agreement:

2. CERTIFICATION REGARDING DEBARMENT, SUSPENSION AND OTHER RESPONSIBILITY MATTERS. Contractor shall execute the related certification as an attachment 'B' to this Agreement:

CONTRACTOR states that it possesses experience, knowledge, and ability in conducting and performing the program that is the subject of this Agreement and agrees to use such experience, knowledge, and ability in its prosecution and completion of this Agreement for the benefit of CITY. CONTRACTOR agrees to put forth its best efforts on behalf of the CITY herein and promises to adhere to good business and professional practices in its prosecution and completion of this Agreement.

#### XV

#### GENERAL PROVISIONS.

##### 1. Assignability of Agreement

CONTRACTOR agrees that this Agreement contemplates personal performance by CONTRACTOR and is based upon a determination of CONTRACTOR's personnel's unique competence, experience and specialized personal knowledge. Assignments of any or all rights, duties, or obligations of CONTRACTOR under this Agreement will be permitted only with the express written consent of the CITY, which consent may be withheld for any reason.

##### 2. Successors and Assigns

CONTRACTOR and CITY agree that this Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, successors and assigns of CONTRACTOR and CITY.

##### 3. Governing Law, Jurisdiction and Venue

CITY and CONTRACTOR agree that the construction and interpretation of this Agreement and the rights and duties of CITY and CONTRACTOR hereunder shall be governed by the laws of the State of Oklahoma, and any action to enforce the same shall be brought in the Oklahoma District Court for Cleveland County,

4. Compliance with Laws

CONTRACTOR agrees to comply with all City, State, and federal laws, rules, and regulations, now or hereafter in force, pertaining to the services performed by CONTRACTOR pursuant to this Agreement.

5. Severability

CITY and CONTRACTOR agree that the invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision.

6. Waiver

CITY and CONTRACTOR agree that no waiver of a breach of any provision of this Agreement by either CONTRACTOR or CITY shall constitute a waiver of any other breach of the same provision or any other provision of this Agreement. Failure of either CITY or CONTRACTOR to enforce at any time, or from time to time, any provision of this Agreement, shall not be construed as a waiver of such provision or breach.

7. Counterparts

CITY and CONTRACTOR agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

The parties hereto do agree to bind themselves, their executors, administrators, trustees, successors and assigns, all jointly and severally under the terms of this Agreement.

**NEIGHBORHOOD HOUSING SERVICES-NORMAN, INC.**

  
**Executive Director, Katrina Washington**

STATE OF OKLAHOMA     )  
   ) SS.  
 COUNTY OF OKLAHOMA    )

Before me, the undersigned, a Notary Public, in and for said County and State on this 18 day of July, 2024, personally appeared Katrina Washington to me known to be the identical person who subscribed the name of the maker thereof.

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

(SEAL)

My Commission Expires:

11-03-2024

My Commission #:

04010052



  
 Notary Public

This Agreement was APPROVED by the Council AND SIGNED BY THE MAYOR this \_\_\_\_\_ day of \_\_\_\_\_ 2024.

**ATTEST:**

**CITY OF NORMAN**

**BRENDA HALL, CITY CLERK**

**LARRY HEIKKILA, MAYOR**

**Reviewed** as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_.

\_\_\_\_\_  
 City Attorney's Office



# **PROFESSIONAL SERVICES CONTRACT AFFIDAVIT**

I, Katrina Washington, certify that Neighborhood Housing Services has not previously entered into a contract with the CITY or any other entity which would result in a substantial duplication of the final product required by the proposed Agreement.

Signed:   
 State of OKLAHOMA  
 County of OKLAHOMA

Before me, the undersigned, a Notary Public, in and for said County and State on this 18 day of July, 2024, personally appeared Katrina Washington to me known to be the identical person who subscribed the name of the maker thereof to the within and foregoing instrument as its Executive Director and acknowledged to me that she executed as her free and voluntary act and deed and as the free and voluntary act and deed of such agency, for the uses and purposes therein set forth.

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

  
 Notary Public

SEAL

My Commission Expires: 11-03-2024

My Commission Number: 04010052



Attachment A  
**CERTIFICATION REGARDING LOBBYING**

The undersigned certifies, to the best of her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid, or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal Loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, any officer or employee of Congress, or any employee of a Member of Congress in connection with this Federal contract, grant loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying", in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all sub awards at all tiers (including subcontract, sub grants, and contracts under grants, loans, and cooperative agreements) and that all sub recipients shall certify and disclose accordingly.

BY



Title: Executive Director


DATE

07-18-2024

## Attachment B

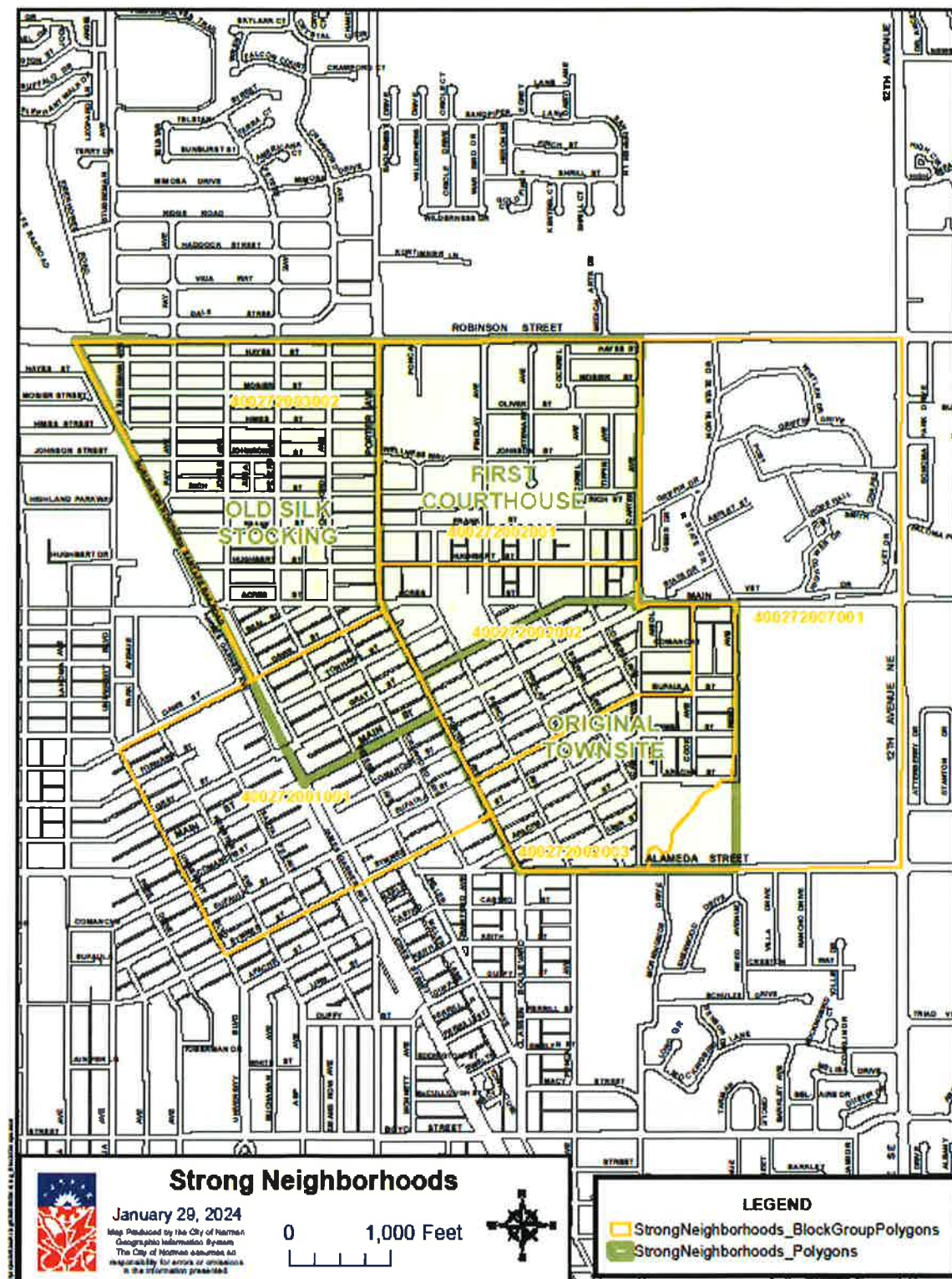
**CERTIFICATION REGARDING DEBARMENT, SUSPENSION, AND OTHER  
RESPONSIBILITY MATTERS- PRIMARILY COVERED TRANSACTIONS**

- (1) CONTRACTOR certifies to the best of its knowledge and belief, that it and its principals:
- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency; and
  - (b) Will require that all subcontract agreements funded under this Agreement include this certification by the sub-contractor; and
  - (c) Have not within a three-year period preceding this proposal been convicted of or had a civil Judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property; and
  - (d) Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (1) (b) of this certification; and
  - (e) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State or local) terminated for cause or default.
- (2) Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Date 7/18/24  
Executive Director

## **Exhibit 1 –CITY OF NORMAN DOWN PAYMENT ASSISTANCE (DPA) PROGRAM GUIDELINES**

### 1.1. Figure 1- DPA Program Boundaries/Target Zones



**Exhibit 1- CITY DOWN PAYMENT ASSISTANCE (DPA) PROGRAM GUIDELINES****1.2 – Standard Requirements**

1. The DPA program will utilize the IRS Method of Income Determination. Assistance is available only to households with income less than or equal to 80% of the Area Median Income (AMI), based on household size for the Oklahoma City MSA, as determined each year by HUD.
2. DPA assistance in the form of a forgivable loan, per household shall not exceed \$14,999.00. The actual amount shall be determined on a case- specific basis, based on the financial need of the homebuyer, and the City's adopted underwriting standards as stated in number 16 below.
3. The Affordability Period shall be five (5) years and sixty (60) days, prorated 1/60<sup>th</sup> per month, secured by a Homebuyer Deferred Note & Mortgage Agreement in favor of The City, which shall be filed of record with the Cleveland County Clerk. Also, a stand-alone Homebuyer Agreement shall be executed by the City and the homebuyer prior to closing on the sale of the property. The Mayor's stamped signature is sufficient, except for those Homebuyer Agreements that will be required to be filed with the Cleveland County Clerk. Staff will advise the Professional Service Providers of those instances when they occur.
4. All marketing activities will clearly promote the program as City of Norman DPA programs and will prominently give credit to The City and HUD for the provision of funds. Any marketing or informational materials will display The City's, HUD's, and Equal Housing Opportunity logos.
5. Each assisted household must participate financially in the purchase of the home. The minimum investment by the DPA recipient will be 1% of the sales price and may be in any form, i.e., out-of-pocket expense for earnest money, appraisal, credit report, etc. Liquid assets of more than \$15,000 must go towards the purchase of the home, as practicable.
6. Assistance may be applied to eligible closing costs and down payment. No amount of assistance shall be returned to homebuyer at closing or any other time.
7. Subordination requests may be approved if the proposed refinancing clearly shows significant benefits, such as a lower interest rate or shorter term, provided there is no cash to borrower from equity, and provided The City remains in the same or better priority position on the mortgage. The new mortgage shall not have a loan-to-value ratio (LTV) greater than 95% and refinance fees must be reasonable and customary for the Norman housing market.
8. All DPA recipients must attend a Home Buyer Education class conducted by a HUD-certified Homebuyer Education Counselor and shall provide a Certificate of Completion prior to receiving DPA assistance.



9. No sub-prime loans are allowed. All DPA programs will guard against abusive lending practices and review for the “7 Signs of Predatory Lending” as published by the Center for Responsible Lending:
- Single Premium Credit Insurance
  - Prepayment Penalties
  - Yield Spread Premiums
  - Mandatory Arbitration
  - Steering
  - High Fees
  - Flipping
10. All clients receiving DPA must secure a 1<sup>st</sup> mortgage with a “fixed” interest rate (No Adjustable Rate Mortgages, Interest Only Payment Mortgages, Negative Amortizing Mortgages, Prepayment Penalties, Mandatory Arbitration, 1<sup>st</sup> Mortgages with a term greater than 30 years are allowed or any other similar mortgage), and property taxes and hazard insurance must be escrowed (no non-escrowed loans). Transfer of ownership shall be by Warranty Deed only. All closings must be held locally, with the cost to abstract title as a seller’s expense.
11. The required property insurance, held by the owner, must list The City as a lien holder during the “period of affordability”.
12. The home purchase transaction must comply with regulations for the Home Investment Partnerships Program contained in 24 CFR Part 92, as amended and as may be applicable.
13. Qualified households purchasing manufactured housing are restricted from DPA unless the home is located on property owned by the DPA recipient, listed as real estate on the county tax rolls, and permanently affixed to a foundation with the transporting chassis removed.
14. The home purchase price may not exceed 95% of median sales for Norman for existing housing or new construction housing, as published by HUD annually.
15. DPA is prohibited for properties located within FEMA designated 100-year Flood Zones and floodways. A verifying certificate is required. DPA Provider must submit a request for environmental review and be approved for each address prior to closing and submit a fully executed Homebuyer Agreement with each invoice.
16. Underwriting Standards: Each DPA transaction will be underwritten to 90% LTV with no LTV >95%. Front-end ratio (PITI compared to gross monthly income) must be less than 34% and the back-end ratio (total debt including PITI and other revolving debt compared to gross monthly income) no greater than 43% without compensating factors.
17. A detailed budget including all debt, proposed principal, interest, taxes and insurance (PITI) and household expenses must show the home purchase is sustainable, to include two months of PITI in reserve.



**Exhibit 1- CITY DOWN PAYMENT ASSISTANCE (DPA) PROGRAM GUIDELINES**  
(continued)

**1.3 – Eligible Closing Costs**

Items payable in connection with loan

Loan Origination Fee-no more than  $\leq 1\%$  of principal (+\$200 on loans  $\leq$  \$100,000)  
Points to buy down interest rate  
Appraisal Report  
Credit Report  
Flood Certification Fee – Must show property is not in 100 yr. flood zone

Items Required By Lender to be Paid in Advance

Interest from \_\_\_\_ to \_\_\_\_ Days  
Mortgage Insurance Premium  
Hazard Insurance Premium

Reserves Deposited With Lender

Hazard Insurance  
Mortgage Insurance (buyer may bring additional funds to avoid mortgage insurance)  
County Property Taxes

Title Charges

$\frac{1}{2}$  Settlement/Closing Fee  
Abstract or Title Search – must be a seller's expense – no assistance applied  
Title Examination  
Document Preparation Fee  
Notary Fee  
Title Insurance

Government Recording and Transfer Charges

Recording Fees Deed/Mortgage Releases  
City/County Tax/Stamp Deed/Mortgage  
State Tax/stamp  
Mortgage Certificate/Documentary stamp

Additional Settlement Charges

Property Survey – Pin Surveys fees are capped  
Pest Inspection  
Home Inspection  
Home Service Warranty (from buyers' contribution)

**NOTE: Fees must be reasonable and customary for the area. Other Borrower- paid costs are not automatically approved but will be reviewed on a case-by-case basis.**

**Exhibit 1- CITY DOWN PAYMENT ASSISTANCE (DPA) PROGRAM GUIDELINES**  
(continued)

**1.4 -- Homebuyer Agreement Template**

**City of Norman – HOME Program Homebuyer**

**Written Agreement**

**NOTICE TO HOMEBUYER:** *This Agreement explains the terms of the purchase assistance you are receiving through the HOME Investment Partnerships Program. This Agreement is separately enforceable from the Homebuyers Down Payment Assistance (DPA) Deferred Note and Mortgage Agreement. Read each paragraph carefully and ask questions regarding any sections you do not fully understand before you sign.*

**THIS AGREEMENT** is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by and between the City of Norman, an Oklahoma municipal corporation ("**the City**"), and \_\_\_\_\_, (the "**Homebuyer**").

**WITNESSETH**

**WHEREAS**, the City is a Participating Jurisdiction under the HOME Investment Partnerships Program ("**HOME**" or "**HOME Program**") administered by the United States Department of Housing and Urban Development ("**HUD**") and is authorized by HUD to provide homebuyer assistance through its Consolidated Plan; and

**WHEREAS**, HOME regulations at 24 CFR Part 92 govern the City's implementation of the HOME Program and are made a part this Agreement; and

**WHEREAS**, the City has determined that the Homebuyer meets the HOME Program eligibility requirements to purchase the dwelling located at \_\_\_\_\_ (the "**Property**") at the price of \$\_\_\_\_\_ (the "**Purchase Price**") and will assume ownership by virtue of a Warranty Deed upon closing.

**NOW, THEREFORE**, in accordance with the mutual understandings and agreements set forth herein, the City and the Homebuyer(s) agree as follows:

**SECTION 1. FORM, AMOUNT, AND USE OF ASSISTANCE**

The City may provide the Homebuyer an amount not to exceed \$14,999.00 as necessary to assist the Homebuyer with a down payment, closing costs, and/or a portion of the Purchase Price of the Property, which is considered the direct HOME Assistance to the Homebuyer. **The amount of HOME Assistance to Homebuyer will not be calculated until the City has updated all necessary underwriting and subsidy layering requirements based on final Purchase Price and/or closing costs.** The final amount will be shown in the City's Homebuyer Down Payment Assistance (DPA) Deferred Note and Mortgage filed at the time of closing on the purchase of the property by the homebuyer.

The Homebuyer agrees that the HOME Assistance provided will be used at closing as gap financing to cover portions of the down payment, closing costs, interest rate reduction and/or the Purchase Price of the Property. This will reduce the total amount the Homebuyer will have to borrow from a bank, credit union, or other lender in order to purchase the Property.

The assistance will be provided in the form of a deferred loan. The Loan will be evidenced by a HOMEBUYER DOWN PAYMENT ASSISTANCE (DPA) DEFERRED NOTE AND MORTGAGE AGREEMENT executed by the Homebuyer in favor of City ("**Note**") to be filed in the official real property records of the county in which the Property is located ("**Mortgage**"). The terms and duration of the Loan are specified in the Note and Mortgage, and the Note and Mortgage will be released upon repayment of the Loan under the terms set forth therein. The Homebuyer may, but is not required to, prepay the Loan, in whole or in part, at any time. See Section 7 for terms of recapture of funds.

## **SECTION 2. AGREEMENT TERM.**

This Agreement will automatically terminate if the Homebuyer does not close and take title to the Property on or before \_\_\_\_\_, 20\_\_\_\_\_, which date is sixty (60) days after final transaction approval by the City. Otherwise, this Agreement will expire upon expiration of the Affordability Period as defined in Section 3, below, or satisfaction of the Mortgage, whichever is later.

This Agreement shall survive any prepayment of the Loan and/or any release of the Mortgage/Deed of Trust that does not include a transfer of the Property and shall continue for the full Affordability Period, as defined in Section 3.

## **SECTION 3. AFFORDABILITY PERIOD**

The Affordability Period for the Property will begin on the Completion date as determined by the City ("**Completion Date**") and shall end five (5) years after the Completion Date (the "**Affordability Period**"). As required by the HOME Program, the Completion Date is the date the activity is shown as completed in HUD's Integrated Disbursement and Information System (IDIS). The City has adopted a period of sixty (60) days after the Homebuyer's closing date in which to complete the activity in IDIS, during which time there will be no forgiveness in the affordability period.

If the Homebuyer sells or transfers ownership of the Property voluntarily or involuntarily, including via foreclosure or deed in lieu of foreclosure, the Affordability Period will end upon the recapture of the full amount of the direct HOME Assistance by City as described in Section 7 below.

## **SECTION 4. HOMEBUYER REPRESENTATIONS**

By signing this Agreement, the Homebuyer attests to the following:

- The Homebuyer warrants that all information and documentation provided to the City is true and correct. The Homebuyer has fully disclosed all income and assets to the City and warrants that the Homebuyer's household or financial situation has not changed materially since the application for HOME Assistance was made. The Homebuyer acknowledges that any material discrepancies or misstatements may result in the Homebuyer's disqualification from participation in the program and shall be deemed a breach of this Agreement and the Loan, and the Homebuyer will be required to repay the entire HOME investment amount.
- Once the homebuyer has entered into a contract for purchase or contract for a newly constructed home, the prospective homebuyer's income is not required to be reverified prior to closing on that property.
- The Homebuyer has completed homeownership counseling as required by the City and will complete any post-closing counseling required by the City.

- The Homebuyer has agreed to purchase a dwelling unit that meets HOME Program requirements, and that the dwelling unit must meet Program property standards prior to purchase.
- The Homebuyer understands and agrees to the requirements stated in this Agreement for the Agreement Term.

#### **SECTION 5. HOMEBUYER RESPONSIBILITIES**

The Homebuyer agrees to the following to meet the requirements of this assistance:

- The Homebuyer will provide the following buyer funds required for closing or paid before closing:  
\$\_\_\_\_\_.
- The Homebuyer will occupy the property as the principal residence for the Affordability Period as described in Section 6.
- The Homebuyer will maintain the property, maintain hazard insurance, and pay all required taxes during the term of this Agreement as described in Section 8.
- The Homebuyer will provide information as required by the City to monitor compliance with Program requirements.
- The Homebuyer will comply with the refinancing policy stated in Section 9.
- If sale of the property occurs during the Agreement Term, the Homebuyer will notify the City and comply with Recapture requirements in Section 7.

#### **SECTION 6. PRINCIPAL RESIDENCE**

During the Affordability Period, barring a sale or transfer of title to the Property, which shall be governed by Section 7 below, the Homebuyer shall at all times maintain the Property as his/her principal residence. Should the Homebuyer cease to maintain the Property as his/her principal residence, rent the residence to another party, or convert the Property to a non-residential use, the Homebuyer will be in breach of this Agreement and subject to the Default and Enforcement provisions under Section 11.

#### **SECTION 7. RECAPTURE OF DIRECT HOME ASSISTANCE**

In compliance with the HOME Rule at 24 CFR 92.254(a)(5), if the Homebuyer sells or otherwise voluntarily or involuntarily transfers title to the Property during the Agreement Term, including transfer as a result of foreclosure or deed in lieu of foreclosure, then the outstanding direct HOME Assistance to the Homebuyer will be subject to recapture by the City.

The "Recapture Amount" will be determined as follows:

The amount of forgiveness of the loan shall be based on the time the home/property is occupied by the assisted homebuyer as its principal residence. After the first sixty (60) days of ownership, the City will forgive 1/60<sup>th</sup> of the loan for each month the home/property is occupied by the homebuyer as its principal residence. If the property is sold or title is transferred during the affordability period, the amount recaptured will be prorated and that amount will be repaid to the City from the net proceeds from the sale or transfer of title of the property.

If there are no net proceeds of sale or the net proceeds are insufficient to repay the Recapture Amount, then the entire net proceeds, if any, will be recaptured and retained by City to satisfy both this Agreement and the Loan. The term "net proceeds" is defined as the sale price less the balance due on superior secured debt and closing costs incurred by the Homebuyer at sale or transfer. If the

net proceeds are less than the outstanding Loan balance, the City reserves the right to determine whether the sales price is comparable to the sales price in an arms-length transaction for a similar unit and to evaluate the closing costs being charged to the Homebuyer to ensure they are reasonable and customary. Net proceeds of sale in excess of the outstanding direct HOME Assistance will be retained by the Homebuyer.

To facilitate the expeditious administration of this Section, the Homebuyer shall provide notice to the City of any anticipated transfer of title, including but not limited to a sale or foreclosure.

If the Homebuyer is determined to be in violation of this Agreement, the full amount of the Loan shall be due and payable as stated in Section 11.

#### **SECTION 8. INSURANCE AND TAXES**

At all times during the term of this Agreement, the Homebuyer shall maintain a valid and current hazard insurance policy on the Property for the current appraised value of the Property, naming the City as an additional loss payee in primary coverage. Failure to maintain a valid and current insurance policy will be considered a breach of this Agreement, and the City will have the right to secure insurance for the Property and charge such costs to the Homebuyer or to foreclose on its Mortgage. All hazard insurance and property taxes shall be secured in escrow with the first mortgage lender during the affordability period as necessary, to protect the HOME program investment.

At all times during the term of this Agreement, the Homebuyer shall pay property taxes and other assessments of the City. Homebuyer agrees the City shall be listed as an additional insured on the homebuyer's property insurance.

#### **SECTION 9. REFINANCING**

During the Agreement Term, the Homebuyer shall notify the City of the intent to refinance any loan that is senior to the HOME Mortgage. The City will only approve subordination of the HOME debt to a new loan in compliance with its then current refinancing policy.

#### **SECTION 10. CITY RESPONSIBILITIES**

As the HOME Participating Jurisdiction, the City is ultimately responsible to HUD for compliance with all HOME requirements, including the ongoing enforcement of this Agreement regarding principal residency and recapture.

- The City has determined the Homebuyer to be eligible in accordance with the HOME Program's income limits and other eligibility requirements and will review any changes to eligibility at time of closing or upon a bona fide purchase contract, whichever is earlier.
- The City has determined the property to be eligible under the HOME Program's requirements, including Program purchase price limits and property standards.
- The City has completed the environmental review required by 24 CFR Part 58 and determined that the property and assistance meet federal requirements.
- The City has determined the amount of Homebuyer's assistance to be reasonable and in compliance with Program requirements and its underwriting policy, and may adjust the assistance based on final price, costs and underwriting.

#### **SECTION 11. DEFAULT AND ENFORCEMENT**

In the event the Homebuyer violates any terms of this Agreement or any other agreement between the Homebuyer and the City, the City shall issue a notice of violation to the Homebuyer. Upon receipt of such a notice, the Homebuyer agrees to remedy the violation within 30 days or, in the case of

violations requiring longer cure periods, the City may allow for a period of up to 90 days to correct the violation. In such cases, the Homebuyer shall take action to *begin* corrections within 30 days of the date of the City's notice of violation. Upon the Homebuyer's failure to correct the violation within the allotted time, the City may take additional corrective action including suing for specific performance, declaring a default in the Loan and initiating foreclosure proceedings, and seeking any other available legal remedies.

In the event of the Homebuyer's uncured violation of the principal residency provisions of Section 5, the Homebuyer will be required to repay the entire HOME investment in the Property.

#### **SECTION 12. MISCELLANEOUS**

This Agreement shall be construed and interpreted in accordance with Oklahoma law. If legal action occurs resulting from a dispute hereunder, the parties agree that the State and federal courts of the State of Oklahoma shall have jurisdiction, and that the proper forum for such action shall be Cleveland County, State of Oklahoma.

None of the rights and remedies conferred upon or reserved to the City under this Agreement are intended to be exclusive of any other rights, and each and every right shall be cumulative and concurrent, and may be enforced separately, successively, or together, and may be exercised from time to time as often as may be deemed necessary by the City.

The paragraph headings contained herein are for convenience in referring to this Agreement and are not intended to define or to limit the scope of any provision. Where appropriate, all personal pronouns used herein, whether used in the masculine, feminine or neutral gender, shall include all other genders and singular nouns used shall include the plural and vice versa.

Executed and effective as of the day and year first above written and for the purposes herein expressed, by the City, signing by and through its authorized signer, and by the Homebuyer.

(Executions appear on a separate page and attached hereto)



BY:

\_\_\_\_\_

\_\_\_\_\_

Homebuyers (Printed Names)

Homebuyers (Signatures)

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

STATE OF OKLAHOMA     )  
   ) SS.  
 COUNTY OF CLEVELAND )

Before me, the undersigned, a Notary Public, in and for said County and State on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, personally appeared \_\_\_\_\_ to me known to be the identical person who subscribed the name of the maker thereof.

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

(SEAL)

My Commission Expires:

\_\_\_\_\_

Notary Public

My Commission #:

\_\_\_\_\_

BY:

\_\_\_\_\_

Mayor

\_\_\_\_\_

Date

**Conformance with 2 CFR Part 200.332**

The following information is included in this Agreement to conform to the requirements of 2 CFR 200.332:

**NEIGHBORHOOD HOUSING SERVICES-OKLAHOMA CITY, INC.**

**UEI:**C1LKDYNNCCXB1

**Federal Award Identification Number (FAIN):** M-23-MC-20-0204 (\$60,000) and M-24-MC-20-0204 (\$60,000)

**Federal Award Date:** July 1, 2023 and July 1, 2024

**Subaward period of performance and budget period:** See Section I above;

**Amount of Federal Funds Obligated by this Agreement:** \$120,000

**Federal award project description, as required to be responsive to the Federal Funding Accountability and Transparency Act (FFATA):** This award is a contract for the Agency to provide professional services to eligible clients seeking down payment and closing costs assistance in purchasing homes in approved geographic locations and under program guidelines shown in Exhibit 1 above.

**Name of Federal awarding agency, pass-through entity, and contact information for awarding official of the pass-through entity:** The Federal awarding agency is the HUD as defined in the above recitations. The CITY as defined above is the recipient agency providing the subaward to NEIGHBORHOOD HOUSING SERVICES-OKLAHOMA CITY, INC. The contact information for the Mayor is:

The Hon. Larry Heikkila  
Mayor of Norman  
201 W. Gray  
Norman, OK 73069

**Assistance Listing Number (aka CFDA):** 14.239; Title: Home Investment Partnerships Program.

**File Attachments for Item:**

25. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-27: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND WASTE CONNECTIONS OF OKLAHOMA, INC., DBA AS OKLAHOMA CITY WASTE DISPOSAL INC., TO PROVIDE SOLID WASTE DISPOSAL AND COMMINGLED RECYCLING PROCESSING SERVICES FOR THE CITY OF NORMAN THROUGH AUGUST 31, 2029.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 07/23/2024

**REQUESTER:** Nathan Madenwald, Utilities Engineer

**PRESENTER:** Nathan Madenwald, Utilities Engineer

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2425-27: A CONTRACT BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND WASTE CONNECTIONS OF OKLAHOMA, INC., DBA AS OKLAHOMA CITY WASTE DISPOSAL INC., TO PROVIDE SOLID WASTE DISPOSAL AND COMMINGLED RECYCLING PROCESSING SERVICES FOR THE CITY OF NORMAN THROUGH AUGUST 31, 2029.

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### **BACKGROUND:**

The Sanitation Department for the City of Norman collects approximately 120,000 tons per year of municipal solid waste from residential and commercial customers within the City of Norman and hauls the waste to a permitted facility for disposal, as required by permits issued by the Oklahoma Department of Environmental Quality. The current amended agreement for landfill disposal under Contract K-1819-45 expires on August 31, 2024.

For commingled recycling commodities, curbside residential service is currently contracted with Republic Services under amendment to Contract 1819-76 for both collection and processing, with the current amendment to expire on July 30, 2024. On August 1, 2024, Sanitation staff will be responsible for the collection of commingled recyclable commodities from residential customers, and will haul the materials to a vendor for processing and marketing the materials for beneficial reuse. Commercial and drop-center recycling is collected by City staff and the materials are hauled to Smurfit Kappa for their processing and marketing under Contract K-2021-122.

Request for Proposal (RFP) 2324-31 was issued on May 3, 2024. The original proposal only included disposal of solid waste but was amended and reissued on May 31, 2024, with recycling commodities as part of the RFP. By doing this, City staff were able to evaluate each vendor's submittal to determine the best, comprehensive solution(s) for the City to most efficiently provide solid waste disposal and recycling services to our customers. Potential proposers were not required to submit on all aspects but could submit on the proposed service(s) matching their business line(s).

### **DISCUSSION:**

Five proposals were received and staff completed a thorough review of the proposals in accordance with RFP 2324-31. Attached to this item is a memo summarizing the evaluation completed by staff since other factors besides disposal and processing cost needed to be evaluated to determine the best options for disposal and recycling. Based on the evaluation, the following selections were determined to be the best alternatives for disposal and recycling:

1. Waste Connections of Oklahoma, Inc., dba Oklahoma City Waste Disposal, Inc. (Waste Connections), submitted the best comprehensive portfolio for municipal solid waste disposal and commingled recyclable commodity processing; and
2. Smurfit Kappa for commercial and drop-center recycling (by separate agreement and agenda item).

For solid waste disposal, Waste Connections operates a permitted Subtitle D sanitary landfill at 7600 SW 15th Street, Oklahoma City, OK that utilizes a methane recovery system. For comingled recycling processing, Waste Connections has subcontracted with Smurfit Kappa located at 7216 S. Bryant Avenue, Oklahoma City, which will receive and bale comingled recycling commodities for transport by Waste Connections to their Material Recovery Facility in Hutchison, Kansas.

Costs for disposal and processing will be annually updated using the Consumer Price Index specific for Garbage. The following are the costs for the initial year of the agreement:

1. Solid waste disposal - \$20.50 per ton plus \$1.25 per ton for the Oklahoma Department of Environmental Quality flow fee with estimated annual disposal cost of \$2,610,000.
2. Comingled recycling processing - \$65.00 per ton with the estimated annual recycling processing cost of \$325,000.

Funding for solid waste disposal is budgeted annually from Refuse Tipping (Account 33955163 44331) in the amount of \$3,125,052. Funding for comingled recycling is budgeted annually from Other Business Service (Account 33955166 44199) in the amount of \$1,620,000.

Disposal services will start on September 1, 2024, and comingled recycling services will start on August 1, 2024.

## **RECOMMENDATION:**

Staff recommends that Norman Municipal Authority approve Contract K-2425-27 with Waste Connections of Oklahoma, Inc., dba Oklahoma City Waste Disposal, Inc., for the Solid Waste Disposal and Commingled Recycling Processing services through August 31, 2029.

**SOLID WASTE DISPOSAL AND COMINGLED  
RECYCLING PROCESSING AGREEMENT**

This Solid Waste Disposal and Comingled Recycling Processing Agreement ("Agreement") is entered into this \_\_\_\_\_ day of \_\_\_\_\_, 2024, by and between Oklahoma City Waste Disposal, Inc. ("Contractor"), and the Norman Municipal Authority, a public trust having as its beneficiary the City of Norman, Oklahoma ("Authority").

**WITNESSETH:**

**WHEREAS**, Authority collects municipal solid waste from residential and commercial customers within the City of Norman and hauls the waste to a permitted facility for disposal as required by permits issued by the Oklahoma Department of Environmental Quality; and

**WHEREAS**, the Authority's current amended agreement for landfill disposal (Contract K-1819-45) expires on August 31, 2024; and

**WHEREAS**, the Authority's current amended agreement (Contract K-1819-76) with a vendor for the collection, processing, and marketing of comingled (single stream) recyclable commodities from residential customers expires on July 30, 2024; and

**WHEREAS**, Authority will be responsible for the collection of comingled recyclable commodities from residential customers starting on August 1, 2024, and will haul the materials to a vendor for processing and marketing the materials for beneficial reuse; and

**WHEREAS**, Authority issued Amended Request for Proposal RFP 2324-31 for vendors to submit proposals for municipal solid waste disposal, processing of single stream or comingled recycling commodities, and/or processing of drop-center and commercial recycling; and

**WHEREAS**, staff completed a review of the five submitted proposals in accordance with RFP 2324-31 and determined that Oklahoma City Waste Disposal Inc., submitted the best comprehensive portfolio for municipal solid waste disposal and comingled recyclable commodity processing; and

**WHEREAS**, Contractor operates as a permitted Subtitle D sanitary landfill at 7600 SW 15<sup>th</sup> Street, Oklahoma City, OK (the "Landfill") that utilizes a methane recovery system; and

**WHEREAS**, Contractor's affiliate, Stutzman Refuse Disposal, Inc., operates a Material Recovery Facility ("MRF") located in Hutchison, KS where comingled recycling materials are processed and marketed for beneficial reuse; and

**WHEREAS**, Contractor has subcontracted with Smurfit Kappa located at 7216 S. Bryant Avenue, Oklahoma City, which will receive and bale comingled recycling commodities for transport by Contractor to their MRF; and

**WHEREAS**, Authority and Contractor desire to enter into this Agreement permitting Authority to dispose of Acceptable Waste (defined below) at the Landfill and to drop comingled recyclable materials at the agreed upon location for processing; and

**NOW, THEREFORE**, in consideration of the mutual benefits to be derived from this Agreement and the representation, warranties, covenants, and conditions contained herein, the parties agree as follows:

**I. DEFINITIONS**

- A. "Acceptable Waste" means any and all solid waste that is not prohibited to be disposed of in a landfill by the laws of the United States, the state of Oklahoma, any regulations promulgated thereunder. The term Acceptable Waste specifically excludes "Unacceptable Waste" or "Special Waste" in this Agreement.



- B. "Contractor Designated Receiving Facility" refers to the Smurfit Kappa facility located at 7216 S Bryant Avenue, Oklahoma, which is the location where the Authority is to transport and deliver its unprocessed Recycled Materials collected from the residential single stream recycling service for the packaging of said materials for transport to the Contractor's facility in Hutchison, Kansas for processing.
- C. "Hazardous Waste" means any waste, even though it may be part of a delivered load of waste, which:
1. is defined as such by the laws of the United States and/or the State of Oklahoma and/or the regulations promulgated thereunder; or
  2. is identified or listed as a hazardous waste by the administrator, U.S. EPA, pursuant to the Federal Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act of 1976; or
  3. is required to be accompanied by a written manifest or shipping document describing the waste as "hazardous waste", pursuant to any state or federal law, including, but not limited to, the Federal Solid Waste Disposal Act, as amended by RCRA of 1976, and the state and federal regulations promulgated thereunder; or
  4. contains polychlorinated biphenyl's or any other substance, the storage, treatment or disposal of which is subject to regulation under Federal Toxic Substances Control Act as amended and the state and federal regulations promulgated thereunder; or
  5. contains a "reportable quantity" of one or more "hazardous substances", as defined in the Comprehensive, Environmental Response, Compensation, and Liability Act as amended and the state and federal regulations promulgated thereunder.
- D. "Processing", as it relates to Recyclable Materials, means volume reduction, sorting, baling, containment, or other preparation of Recyclable Materials delivered to a Material Recovery Facility for transportation and marketing purposes.
- E. "Process Residuals" means materials that cannot be recycled due to material characteristics such as size, shape, color, cross-material contamination, etc. and must be disposed of as municipal solid waste. Process Residuals may include, but are not limited to, bulky items, contaminants, sorted tailings, floor sweepings, and rejects from specific processing equipment (e.g. materials cleaned from screens, etc.). Process residuals does not include clean, separated products that are normally processed and prepared for shipment to markets as commodities.
- F. "Recyclable Materials" means all items of refuse designated by Contractor and Authority to be part of an authorized curbside recycling program and which are intended for processing, and re-manufacturing or reuse, including:
1. aluminum, steel and tin cans;
  2. newspaper and newspaper inserts;
  3. magazines and catalogs;
  4. all junk mail and envelopes;
  5. cardboard;
  6. office and school paper (all colors);
  7. phone books;
  8. cereal and cracker type boxes, brown paper sacks and bags;
  9. plastics labeled Nos. 1 through Nos. 2; and
  10. Process Residuals.
- "Recyclable Materials", for purposes of this agreement, shall not include any items of refuse that are collected under the Authority's drop-center or commercial recycling programs.
- G. "Special Waste" means any waste, even though it may be part of a delivered load of waste, which is:
1. defined as such by the laws of the United States and/or the state of Oklahoma and/or the regulations promulgated thereunder; or

2. medical waste, including infectious or pathological waste from laboratories, research facilities, and health and veterinary facilities, or
3. dead animals and/or slaughterhouse waste; or
4. friable and/or non-friable asbestos waste; or
5. residential wastes, only if a change in federal or state law, statute, regulation, rule, code, ordinance, permit, or permit condition, which occurs after the effective date of this Agreement, requires special or additional management that differs from the requirements applicable on the effective date of this Agreement.

H. "Unacceptable Waste" means any and all waste that is either:

1. waste which is now or in the future prohibited from disposal at a sanitary landfill by state, federal and/or local laws and/or the regulations promulgated thereunder; or
2. "Hazardous Waste", as defined herein; or
3. "Special Waste", as defined herein, unless otherwise agreed to in writing by the parties, pursuant to subsection XI of this Agreement.

## II. VOLUMES

- A. There shall be no minimum or maximum annual tonnage restrictions on the amount of Authority's Acceptable Waste accepted by the Contractor.
- B. Authority agrees to transport and deliver Recyclable Materials collected through residential single stream service to the Contractor's Designated Receiving Facility. There shall be no minimum or maximum annual tonnage restrictions on the amount of Authority's Recyclable Materials processed by Contractor.

## III. HOURS OF OPERATION

- A. The Landfill shall not be open for operation and acceptance of Acceptable Waste on Thanksgiving Day, Christmas Day, and New Year's Day. The Landfill shall be open for operation between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. The Landfill will be open on Saturdays from 7:00 a.m. to 12:00 p.m.
- B. Designated Fall and Spring Clean Up Days. The Landfill agrees to stay open on the days designated by the Authority as Spring and Fall Clean Up days until 5:30 p.m. The Authority will notify the Landfill Manager or Landfill General Manager of the scheduling of any fall and spring cleanup days no less than thirty (30) days prior to such date.
- C. The Contractor Designated Receiving Facility shall not be open for operation and acceptance of Acceptable Waste on Thanksgiving Day, Christmas Day, and New Year's Day. The Contractor Designated Receiving Facility shall be open for operation between the hours of 7:00 a.m. to 5:00 p.m., Monday through Friday. The Contractor Designated Receiving Facility will be open on Saturdays from 7:00 a.m. to 12:00 p.m.

## IV. TERM OF AGREEMENT

- A. For disposal services for Acceptable Waste, the term of this Agreement shall be for a period of sixty (60) months, beginning September 1, 2024, and ending August 31, 2029. The Authority shall have the option to extend the Agreement for an additional one-year term at the end of the sixty (60) months with at least sixty (60) days written notice to the Contractor prior to the expiration of the current term. Upon expiration or termination of this Agreement, the Contractor's obligation to accept Authority's Acceptable Waste shall terminate. All other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive the Agreement's expiration or termination.

- B. For processing of Recyclable Materials, the term of this Agreement shall be for a period of sixty-one (61) months, beginning August 1, 2024, and ending August 31, 2029. The Authority shall have the option to extend the Agreement for an additional one-year term at the end of the sixty-one (61) months with at least sixty (60) days written notice to the Contractor prior to the expiration of the current term. Upon expiration or termination of this Agreement, the Authority's obligation to deliver, and the Contractor's obligation to accept, Recyclable Materials shall terminate. All other rights and obligations of the parties under this Agreement (including those with respect to payment and indemnification) shall survive the Agreement's expiration or termination.

## V. PRICE

- A. Authority shall pay Contractor for services provided to Authority under this Agreement at the following rate:
1. For Acceptable Waste: Base Rate of \$20.50 per ton, plus the state flow fee of \$1.25 per ton.
  2. For Recyclable Materials: Rate of \$65.00 per ton.
- B. On September 1<sup>st</sup> of each year, starting year two on September 1, 2025, the Base Rate per ton for disposal of Acceptable Waste and the Rate per ton for processing of Recyclable Materials shall be subject to a percentage increase based upon the change in the 12-month annual average of the monthly Consumer Price Index, series CUSR0000SEHG02 CPI-U Garbage & Trash Collection ("CPI-U"). The 12-month annual average shall be calculated by establishing the CPI-U on each August 1<sup>st</sup> as compared to the immediately preceding August 1<sup>st</sup> during every year of this Agreement.
- C. Other than state flow fee, as set by the State of Oklahoma, the rates identified above in subsection A shall be fully inclusive of all applicable taxes and fees. Except as otherwise explicitly stated in this agreement, Contractor shall not charge Authority for any additional costs or fees related to Contractor's provision of services under this Agreement.
- D. Any changes to local, state, or federal taxes imposed during the term of the Agreement shall be automatically passed through to the Authority.
- E. In the event that Contractor's scales are out of service, Contractor agrees to utilize the vehicle weight recorded at the Authority's Transfer Station, less the average empty tare weight recorded for the vehicle, for purposes of determining applicable charges for disposal and processing of Acceptable Waste and Recyclable Materials. In such events, Authority shall be entitled to a credit against any amount invoiced for the relevant period in an amount equal to \$110 per hour of travel time of Authority's Recyclable Materials collection vehicles that is spent travelling to and from the Authority's Transfer Station for purposes of obtaining volume measurements.

## VI. OBLIGATIONS OF CONTRACTOR

- A. Contractor agrees to provide and maintain at all times accurate scales at the Landfill and at the Contractor Designated Receiving Facility. The respective scales will be capable of weighing all materials received at its site. The scales shall be calibrated and certified accurate every six (6) months by a scale company certified by the Oklahoma Corporation Commission. Failure to maintain an operable and accurate scale shall be cause for termination of this agreement.
- B. Contractor agrees to weigh and process all Acceptable Waste and Recyclable Materials in a timely fashion.
- C. Contractor agrees to keep its and its subcontractor's facilities in compliance with all state and federal law as well as Oklahoma Department of Environmental Quality (ODEQ) regulations. Should failure to follow these regulations result in any closure of any of Contractor's or its subcontractor's facilities, the

Authority shall have the right to take its Acceptable Waste and/or its Recyclable Materials to an alternative facility.

- D. Contractor shall maintain an "all-weather" road leading from the public street to the disposal cells of the Landfill where trucks are unloaded and to delivery location for Contractor Designated Receiving Facility.
- E. During the term of this Agreement, Contractor agrees to accept at the Landfill all of Authority's Acceptable Waste for the price identified in this Agreement.
- F. During the term of this Agreement, Contractor agrees to accept all of Authority's Recyclable Materials at Contractor's Designated Receiving Facility. Contractor shall be responsible for the packaging, transportation, and processing of Authority's Recyclable Materials that are delivered and accepted at Contractor's Designated Receiving Facility at the price identified in this Agreement.

## **VII. PERFORMANCE ACCOUNTABILITY**

### **A. Reports**

- 1. Contractor shall furnish the Authority with a weekly report, due by 5:00pm each Monday, containing the following information:
  - i. The date of ticket,
  - ii. ticket number,
  - iii. truck ID,
  - iv. incoming and outgoing tons, and
  - v. amount of flow fees.
- 2. Contractor shall furnish the Authority with a quarterly report, due by 5:00pm on the second business day of the months of January, April, July, and October, containing the following information:
  - i. Total quantities of Recyclable Materials delivered by Authority;
  - ii. Total quantities of Recyclable Materials processed, by material type (in tons);
  - iii. Net quantities of Recyclable Materials marketed, by material type (in tons);
  - iv. Quantities of Process Residuals disposed (in tons);
  - v. Disposal location of Process Residuals; and
  - vi. Materials composition analysis of the Authority's recyclable materials.
- 3. The Contractor shall furnish the Authority with an annual report, due by January 31st of each year, containing the following information:
  - i. Total quantities of Recyclable Materials delivered by Authority;
  - ii. Total quantities of Recyclable Materials processed, by material type (in tons);
  - iii. Net quantities of Recyclable Materials marketed, by material type (in tons);
  - iv. Quantities of Process Residuals disposed (in tons);
  - v. Disposal location of Process Residuals; and
  - vi. Materials composition analysis of the Authority's recyclable materials.
- B. Audit Rights of Authority: Authority, or any of its duly authorized representatives, shall at all times have the reasonable right and option to monitor, inspect, audit, and review the Contractor's performance under this Agreement; and in connection therewith, the Authority shall have the right to inspect any and all non-confidential/non-privileged records, books, documents, or papers of Contractor and the subcontractors of Contractor, for the purpose of making audit examinations of the Contractor's performance under this agreement. Contractor agrees to submit to and cooperate with Authority fully in all such efforts.

- C. **Inspection Rights of Authority.** The Authority, in its sole discretion, may inspect Contractor's equipment and facilities. Authority may perform inspection during the hours of operation as defined in Section III of the Agreement during the term of the Agreement set forth in Section IV. If the Authority elects to inspect Contractor's equipment or facilities, Contractor shall provide the Authority reasonable access to any and all equipment and facilities relating to the Agreement. The Authority shall be required to follow all safety precautions of the Contractor. Equipment shall include vehicles and all other equipment relating to the Agreement. Facilities shall include the local customer office and all other facilities relating to the Agreement. Contractor shall provide adequate and appropriate work space at Contractor's facilities in order to conduct inspections in compliance with the provisions of this Section. The Authority shall give Contractor at least ten (10) calendar days advance written notice of intention to inspect Contractor's equipment and/or facilities.

#### **VIII. PAYMENT TERMS AND CONDITIONS OF PAYMENT**

- A. **Invoicing.** Contractor shall invoice the Authority monthly in arrears at the rate set forth in this Agreement with separate invoices for Acceptable Waste disposal and Comingled Recycling Processing. Flow fees must be separated from the disposal fee on all invoices. Said invoices shall be accompanied by such detail as the Authority may reasonably request. The Authority agrees to pay said invoices within thirty (30) days from the respective invoice date.

#### **IX. TERMINATION**

Either party may terminate the Agreement if the other fails to fulfill any of its obligations under the Agreement or otherwise violates any of the terms of the Agreement; provided, however, that no termination of this Agreement shall be effective until the complaining party has given written notice of such breach to the failing party and the failing party has failed to cure such breach to the complaining party's satisfaction within thirty (30) days after its receipt of such notice.

#### **X. UNACCEPTABLE WASTE**

- A. **Delivery of Unacceptable Waste.** Authority agrees that it shall not deliver any Unacceptable Waste (as defined in Section I(H)) to the Landfill.
- B. **Rejection of Unacceptable Waste.** Contractor may reject acceptance of Unacceptable Waste, at Authority's expense. If a delivery of solid waste is made which contains both Acceptable Waste and Unacceptable Waste, the entire delivery shall constitute Unacceptable Waste if the Unacceptable Waste cannot be separated from the Acceptable Waste. If the Contractor finds what reasonably appears to be discarded Unacceptable Waste, the Contractor shall promptly notify Authority. Title to and liability for any Unacceptable Waste shall remain with the producer of the Unacceptable Waste, even if the Contractor inadvertently accepts such Unacceptable Waste at the Landfill.
- C. Authority shall make best efforts to inform its customers about the type of refuse that is eligible for its recycling program, pursuant to the definition of "Recyclable Materials" in this Agreement. Contractor acknowledges that some Process Residuals will be present in the materials delivered by Authority.

#### **XI. SPECIAL WASTE DISPOSAL**

While not required under the terms of this Agreement, Contractor may accept, manage, and/or dispose of any Special Waste from Authority, upon mutual written agreement of the Parties.

#### **XII. PERMITS**

Contractor represents and warrants that, as of the date of this Agreement, it has obtained all necessary permits and approvals for the Landfill operation from the applicable federal, state, and local governmental authorities,

and that it shall operate the Landfill in full compliance with the applicable federal, state, and local laws, statutes and regulations. ODEQ/EPA Permit #3555018.

### **XIII. HOLD HARMLESS PROVISION.**

To the extent that the Contractor is found to be in violation of any local, state, or federal regulations, Contractor agrees to hold the Authority harmless for any resulting liability; provided, however, that Contractor shall have no obligations to hold the Authority harmless for any actions resulting from the Authority's negligence, willful misconduct or breach of any local, state or federal regulation. Contractor shall hold Authority harmless from any liability (including reimbursement of Authority's reasonable legal fees and all costs) from violations of any applicable laws or regulations, for death or bodily injury to third parties, or physical damage to the property of third parties, to the extent caused by the negligence or willful misconduct of Contractor or any of Contractor's agents, servants, employees, licensees, customers, patrons, or lenders, in connection herewith. Without waiving any limitation of liability or protections afforded Authority under the Oklahoma Governmental Tort Claims Act, 51 O.S. §151 et seq., as now or hereafter amended, Authority is responsible for its own negligence and that of its employees. The covenants of this paragraph shall survive and be enforceable and shall continue in full force and effect for the benefit of the Parties and their respective subsequent transferees, successors, and assigns, and shall survive the termination of this Agreement, whether by expiration or otherwise.

### **XIV. FORCE MAJEURE.**

Except for Authority's obligation to pay for services rendered, any party's obligations under this Agreement may be suspended by a party in the event of: (i) an occurrence beyond the reasonable control of that party which materially adversely affects the ability of the party to perform its obligations hereunder or to comply with the requirements of any governmental order, permit or other approval; (ii) acts of God, landslides, lightning, earthquakes, hurricanes, tornadoes, severe weather, fires, explosions, floods, acts of a public enemy or terrorists, epidemic, pandemic, war, blockades, insurrections, riots or civil disturbances; (iii) labor disputes, strikes, work slowdowns or work stoppages; or (iv) orders and/or judgments of any federal, state or local court, administrative agency or governmental body, or other entity, if not the result of willful or negligent action of the party relying thereon or failure to act in accordance with this Agreement (provided, however, that the contesting in good faith by such party of any such order and/or judgment shall not constitute or be construed to constitute a willful or negligent action or inaction of such party).

### **XV. SEVERABILITY**

If any provision of this Agreement or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.

### **XVI. MISCELLANEOUS PROVISIONS**

- A. **Applicable Law.** The laws of the State of Oklahoma shall govern all interpretations of this Agreement, and the appropriate venue and jurisdiction for any litigation which may arise hereunder will be in those courts located within the County of Cleveland, State of Oklahoma, regardless of the place of business, residence, or incorporation of the Contractor.
- B. **Insurance Required:** At all times during the Term of this Agreement, the Contractor shall maintain insurance as required by the Authority and the State of Oklahoma to protect and hold harmless Authority's employees and the Authority from liability in cases of accident and injury to persons or property. At a minimum, the following types and amounts of insurance coverage are required during the life of the contract:



1. Worker's compensation insurance for Contractor's employees as required by Oklahoma Workers Compensation Statutes.
  2. Comprehensive general liability insurance with a minimum of \$1,000,000 per occurrence.
  3. Comprehensive automobile liability insurance with a minimum of \$1,000,000 per occurrence.
  4. Reserved.
- C. Independent Contractor. It is the express intention of the parties that Contractor is an independent contractor and not an employee, agent, joint venturer or partner of the Authority. Nothing in this Agreement shall in any way be interpreted or construed as creating or establishing the relationship of employer and employee between the Authority or any employee or agent of the Contractor.
- D. Compliance with Laws, Regulations, and Ordinances. Contractor shall comply at all times with all applicable local, State, and Federal laws, regulations, ordinances and similar requirements, including all applicable requirements concerning noise, odors, effluent and emissions, now and thereafter in effect.
- E. Payments of Licenses, Permits and Taxes. Contractor shall be solely responsible for the payment of any licenses, permits and taxes required to provide any of the services described in this Agreement.
- F. Severability. If any provisions of this Agreement or the application thereof to any circumstances shall, to any extent, be invalid or unenforceable, then the remainder of this Agreement or the application of such provision, or portion thereof, and each provision of this Agreement, shall be valid and enforceable to the fullest extent permitted by law.
- G. Notices and Demands. Any notice, demand, or other communication under this Agreement shall be sufficiently given or delivered when it is deposited in the United States mail, registered or certified mail, postage prepaid, return receipt requested, sent by recognized overnight courier, or delivered personally to:
- Authority:                      Norman Municipal Authority  
    P.O. Box 370  
    Norman, OK 73070  
    Attn: Utilities Director  
    With Copy to: Utilities Superintendent
- Contractor:                      Oklahoma City Waste Disposal, Inc.  
    Attn: District Manager  
    7600 SW 15<sup>th</sup> Street  
    Oklahoma City, OK 73128
- H. Modifications to Agreement. This Agreement cannot be changed orally, and no executor agreement shall be effective to waive, change, modify or discharge it in whole or in part unless such executory agreement is in writing and is signed by the parties against whom enforcement of any waiver, change, modification, or discharge is sought.
- I. This Agreement, along with any attachments and exhibits hereto, is the full and complete integration of the Parties' agreement with respect to the matters addressed herein, and that this Agreement supersedes any previous written or oral agreements between the Parties with respect to the matters addressed herein; and, unless otherwise stated, to the extent there is any conflict between this Agreement and any other agreement (written or oral), the terms of this Agreement shall control.
- J. Counterparts. The Parties may execute this Agreement in two or more counterparts, which shall, in the aggregate, be deemed an original but all of which, together, shall constitute one and the same instrument. A scanned, electronic, facsimile or other copy of a party's signature shall be accepted and valid as an original.

- K. **Warranty of Authority.** The signatories to this Agreement warrant and represent that each is authorized to execute this Agreement and that their respective signatures serve to legally obligate their respective representatives, agents, successors and assigns to comply with the provisions of this Agreement.
- L. **Assignability.** Contractor shall not assign or transfer this Agreement, or any interest herein, without the prior written consent of Authority (which shall not be unreasonably withheld, conditioned or delayed), and Authority's consent to an assignment shall not be deemed to be consent to any subsequent assignment.

**[Signatures on following page]**

IN WITNESS WHEREOF, THE NORMAN MUNICIPAL AUTHORITY and OKLAHOMA CITY WASTE DISPOSAL, INC., have executed this AGREEMENT.

DATED this \_\_\_\_ day of \_\_\_\_\_, 2024.

Norman Municipal Authority  
(AUTHORITY)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

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

Oklahoma City Waste Disposal, Inc.  
(CONTRACTOR)

Signature \_\_\_\_\_

Name Aaron Bradley

Title Region Vice President

Date 7-25-2024

Attest:

Jennifer Rowley  
Corporate Secretary

APPROVED as to form and legality this \_\_\_\_ day of \_\_\_\_\_, 2024.

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



Date: July 8, 2024

To: Chris Mattingly, PE – Director of Utilities

From: Nathan Madenwald, PE – Utilities Engineer

Subject: Evaluation of Proposals for RFP 2324-31  
Municipal Solid Waste (MSW) and Processing of Recycling Commodities

## **BACKGROUND**

The Sanitation Division within the Utilities Department for the City of Norman is responsible for the collection and disposal of municipal solid waste (MSW) and for the collection and processing of recyclable commodities for City of Norman residential and non-residential customers. Recycling availability is dependent on the type of service and location.

For solid waste, collection is completed by City staff who then hauls the materials to the transfer station. The waste is then loaded into a larger truck for hauling and disposal at the Republic Landfill located just north of Interstate 240 in accordance with the amendment to Contract 1819-45 approved by Norman Municipal Authority on April 24, 2023.

For commingled recycling commodities, curbside residential service is currently contracted with Republic Services under amendment to Contract 1819-76 for both collection and processing. Commercial and drop-center recycling is collected by City staff and the materials are hauled to Smurfit Kappa for their processing and marketing under Contract K-2021-122.

Municipal solid waste and recycling are both nearing their contract expiration. As such, Request for Proposal (RFP) 2324-31 was issued on May 3, 2024. The original proposal only included disposal of municipal solid waste but was amended and reissued on May 31, 2024, with recycling commodities as part of the RFP. By doing this, City staff were able to evaluate each vendor's submittal to determine the best, comprehensive solution(s) for the City to most efficiently provide MSW and recycling services to our customers. Potential proposers were not required to submit on all aspects but could submit on the proposed service(s) matching their business line(s).

## **DISCUSSION**

On June 20, 2024, five proposals were received with vendors submitting on the items shown in Table 1.

<b>Table 1 – Proposal Summary</b>			
<b>Proposer</b>	<b>MSW Disposal</b>	<b>Comingled Recycling</b>	<b>Commercial / Drop-Center Recycling</b>
Republic Services	X		
Smurfit Kappa Recycling			X
Waste Connections	X	X*	
Waste Corporation of Oklahoma, LLC (WCA)	X		
Waste Management	X	X	X
<i>*Conditional based on receiving contract for MSW</i>			

## Municipal Solid Waste

Four vendors submitted for the disposal of MSW. Key information from their proposals are shown in Table 2.

<b>Table 2 – Disposal Key Proposal Information</b>				
<b>Proposer</b>	<b>Disposal Cost (\$/Ton)*</b>	<b>Distance to Facility (miles – one-way)</b>	<b>Annual Cost Increase</b>	<b>Landfill Methane Recovery</b>
Republic Services	\$22.91	18.7	4.50%	X
Waste Connections	\$21.75	30	CPI-U Garbage**	X
Waste Corporation of Oklahoma, LLC (WCA)	\$17.25	46	Not specified	
Waste Management	\$21.00	28.4	CPI-U Garbage**	X
*Includes DEQ mandated fee of \$1.25 per ton.				
**Historic average used for analysis is 3.97%.				

Additionally, all proposals met the requirements for:

1. Access roads
2. References
3. Landfill life
4. Scales
5. Hours of Operation

To evaluate the MSW disposal options, other factors that were consistent for all vendors needed to be included and are documented as follows:

1. Cost per Hour of Truck Time - \$110
2. Days for Hauling – 300 days per year
3. Total Tonnage per Year – 120,000 tons
4. Tons per Truck – 18 tons per load
5. Firm Number of Trucks – 5
6. Drop Turnaround Time per Load – 15 minutes
7. Average Speed – 40 miles per hour
8. Loads originate from City of Norman Transfer Station at 3900 Chautauqua

Based on this information, Table 3 includes the estimated operating costs for disposal and hauling for each location for the initial year and the total over a five-year period.

<b>Table 3 – Estimated Disposal Operating Costs</b>		
<b>Proposer</b>	<b>MSW Disposal Operating Costs – Initial Year</b>	<b>MSW Disposal Operating Costs – Five Years</b>
Republic Services	\$3,618,200.00	\$19,794,121.93
Waste Connections	\$3,893,333.33	\$21,074,910.15
Waste Corporation of Oklahoma, LLC (WCA)*	\$3,940,000.00	\$21,327,520.38
Waste Management	\$3,744,666.67	\$20,270,166.15
*Requires additional 2 trucks for landfill hauling.		

On solely the MSW disposal, the lowest cost option is the Republic Services Landfill. However, recycling options need to be factored in for the Sanitation Division to make the best comprehensive solution.

**Comingled Recycling Processing**

Two vendors submitted for the disposal of MSW. Key information from their proposals are shown in Table 4.

Table 4 – Comingled Recycling Key Proposal Information			
Proposer	Processing Cost (\$/Ton)	Distance to Facility (miles – one-way)	Annual Cost Increase
Waste Connections*	\$65.00	14.8	CPI-U Garbage***
Waste Management	\$105.00**	25.7	CPI-U Garbage***
<i>*Proposal subject to receiving award of MSW disposal.</i> <i>**Firm price received on July 3, 2024 after initial proposal submittal.</i> <i>***Historic average used for analysis is 3.97%.</i>			

To evaluate the comingled recycling processing, other factors that were consistent for all vendors needed to be included and are documented as follows:

1. Cost per Hour of Truck Time - \$110
2. Days for Hauling – 300 days per year
3. Total Tonnage per Year – 5,000 tons
4. Tons per Truck – 5.5 tons per load
5. Firm Number of Trucks – 3
6. Drop Turnaround Time per Load – 20 minutes
7. Average Speed – 40 miles per hour
8. Loads originating from Norman offices at 225 N Webster since trucks will go directly to facility from routes.

Table 5 – Comingled Recycling Processing Operating Costs		
Proposer	Comingled Recycling Hauling and Processing Costs – Initial Year	Comingled Recycling Hauling and Processing Costs – Five Years
Waste Connections	\$432,333.33	\$2,340,253.29
Waste Management	\$686,833.33	\$3,717,881.20

Waste Connections is the lowest cost option for hauling and processing of comingled recycling commodities but their proposal is contingent upon the award of MSW disposal in combination. As such, MSW disposal and comingled recycling must be evaluated together.

**Combined Costs for MSW Disposal and Comingled Recycling Hauling and Processing**

To evaluate MSW disposal and comingled recycling processing together, we have to put a combined portfolio together for the vendors. Waste Management was the only vendor to propose processing comingled recycling separate from MSW disposal so Republic and WCA, which didn't submit for recycling, will have the Waste Management costs attached to their disposal costs for a comprehensive portfolio. Therefore, Tables 6 and 7 show the estimated program costs for the initial year and five-year totals, respectively.



Table 6 – Combined Initial Year Disposal and Comingled Recycling Processing Operating Costs			
Proposer	MSW Disposal Operating Costs	Comingled Recycling Hauling and Processing Costs	Total
Republic Services*	\$3,618,200.00	\$686,833.33	\$4,305,033.33
Waste Connections	\$3,893,333.33	\$432,333.33	\$4,325,666.67
Waste Corporation of Oklahoma, LLC (WCA)*	\$3,940,000.00	\$686,833.33	\$4,626,833.33
Waste Management	\$3,744,666.67	\$686,833.33	\$4,431,500.00
*Recycling through Waste Management.			

Table 7 - Combined Total Contract Disposal and Comingled Recycling Processing Operating Costs			
Proposer	MSW Disposal Operating Costs	Comingled Recycling Hauling and Processing Costs	Total
Republic Services*	\$19,794,121.93	\$3,717,881.20	\$23,512,003.13
Waste Connections	\$21,074,910.15	\$2,340,253.29	\$23,415,163.45
Waste Corporation of Oklahoma, LLC (WCA)*	\$21,327,520.38	\$3,717,881.20	\$25,045,401.57
Waste Management	\$20,270,166.15	\$3,717,881.20	\$23,988,047.35
*Recycling through Waste Management.			

With the *Quality of Physical Facility* and *Past Experience / References* scored the same across various proposers, cost becomes the deciding factor for the selection making Waste Connections for MSW disposal and comingled recycling the best option for the City of Norman.

### Drop-Center / Commercial Recycling

Two vendors submitted for drop-center / commercial recycling with key information in Table 8.

Table 8 – Drop-Center and Commercial Key Proposal Information								
Proposer	Processing Fees by Material					Other Factors		
	Aluminum	Plastics	Steel Cans	Mixed Paper	Cardboard	Commodity Share Percentage	Distance to Facility (miles – one-way)	Annual Increase Method
Smurfit Kappa	\$100.00	\$60.00	\$60.00	\$20.00	\$20.00	100%	14.8	
Waste Management	\$127.50	\$127.50	\$127.50	\$127.50	\$45.00	80%*	25.7	CPI-U Garbage
*100% share for Cardboard.								

Since drop-center and commercial recycling were submitted as separate within the proposals, their evaluation was not considered in the MSW disposal or comingled recycling. A detailed analysis was not deemed necessary for this evaluation

since the processing costs for each material from Smurfit Kappa were lower and the facility is closer to Norman. Therefore, Smurfit Kappa was determined to still be the best option for the City of Norman.

### **SUMMARY**

Staff recommends proceeding with contracting with Waste Connections for MSW disposal and comingled recycling processing and with Smurfit Kappa for Drop-Center / Commercial recycling.

**File Attachments for Item:**

26. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) OF FEDERAL TRANSIT ADMINISTRATION 5303 FUNDING IN THE AMOUNT OF \$100,000 TO BE USED FOR ELIGIBLE TRANSIT PLANNING ACTIVITIES WITHIN THE CENTRAL OKLAHOMA TRANSPORTATION MANAGEMENT AREA (TMA) AS IDENTIFIED IN THE FY2024 UNIFIED PLANNING WORK PROGRAM (UPWP); APPROVAL OF CONTRACT K-2425-30.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

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

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT THROUGH THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) OF FEDERAL TRANSIT ADMINISTRATION 5303 FUNDING IN THE AMOUNT OF \$100,000 TO BE USED FOR ELIGIBLE TRANSIT PLANNING ACTIVITIES WITHIN THE CENTRAL OKLAHOMA TRANSPORTATION MANAGEMENT AREA (TMA) AS IDENTIFIED IN THE FY2024 UNIFIED PLANNING WORK PROGRAM (UPWP); APPROVAL OF CONTRACT K-2425-30.

### BACKGROUND:

The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. On June 27, 2019, the City of Norman was recognized by the Federal Transit Administration (FTA) as an eligible recipient of federal transit funds for the Norman Urbanized Area. As a part of this transition of operations, the City of Norman also replaced the University's CART program for regional transportation planning activities.

The Association of Central Oklahoma Governments (ACOG) serves as the Metropolitan Planning Organization (MPO) for the Central Oklahoma Transportation Management Area (TMA), providing a multi-government, multi-agency body for carrying out a continuing, coordinated, comprehensive program of multimodal transportation system planning. The Unified Planning Work Program (UPWP) is a description of the proposed multimodal transportation planning activities to be conducted in the ACOG MPO area during FY 2025 (July 1, 2024, to June 30, 2025). This program is administered by ACOG, in accordance with a Memorandum of Understanding between ACOG, the Oklahoma Department of Transportation (ODOT), the Central Oklahoma Transportation and Parking Authority (COTPA), and the City of Norman (Norman-Transit).

The UPWP is prepared annually and serves as a basis for requesting federal planning funds from the U.S. Department of Transportation, as well as a management tool for scheduling, budgeting, and monitoring the planning activities of the participating entities. The City of Norman cooperatively works with ACOG, ODOT, and COTPA on the planning efforts outlined in the annual Unified Planning Work Program (UPWP), which includes development and

implementation of the ACOG MPO Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP).

FTA 5303 funds are apportioned to states for metropolitan planning by formula, based on proportion of population and then sub-allocated to MPOs. These funds are available for eligible planning activities such as increasing safety and security, supporting economic vitality, and enhancing the integration and connectivity of the transportation system among other eligible activities.

## **DISCUSSION:**

The fiscal year 2024-2025 (FY 2025) ACOG MPO UPWP budgets a total of \$125,000 (of which \$100,000/80% is federal and \$25,000/20% is local match) in FTA 5303 funding to the City of Norman for various tasks. As outlined in the UPWP, these task could include:

- Providing data on route and service changes for the annual Network Monitoring Report;
- Studying alternative modes and alignments and evaluating the same for social, economic, and environmental impacts;
- Evaluating, implementing, and monitoring performance of bus route services and changes and reviewing the impact of any changes;
- Planning for fleet replacement and expansion as necessary for service;
- Developing and maintaining both print and digital route formats of both individual routes and system maps;
- Pursuing marketing strategies to retain and expand ridership such as developing real-time rider tools, advertising implementation of planned service changes, and promoting transit service to the community; and
- Facilitating bus route accessibility by identifying issues, improving accessibility at bus stops, and monitoring deployment of e-scooter technologies to ensure safety for all users of the public right of way.

The FTA 5303 funds will be used to reimburse staff time to accomplish these planning activities. Those expenses are already budgeted in FYE 2025 in the Transit and Parking Fund in the salary and benefits accounts. Subsequently, the local match will be derived from these same accounts.

## **RECOMMENDATION 1:**

Staff recommends accepting the FTA 5303 Grant Funding in the amount of \$100,000 for eligible transit planning activities within the Central Oklahoma Transportation Management Area (TMA) as identified in the FY2025 Unified Planning Work Program (UPWP).

## **RECOMMENDATION 2:**

Staff recommends approval of Contract K-2425-30.

## **RECOMMENDATION 3:**

Staff recommends recording receipt of the grant of \$100,000 into the Public Transit Fund, Other Revenue-Federal Grants (Account 275-333252).

CONTRACT  
BY AND BETWEEN THE  
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS  
AND  
THE CITY OF NORMAN

The parties of this Contract are the Association of Central Oklahoma Governments (ACOG) and the City of Norman (NORMAN). The parties may be referred to individually as PARTY or collectively as PARTIES. The parties agree to the following terms and conditions.

The term of this CONTRACT is for Fiscal Year 2025, effective July 1, 2024, and ending on June 30, 2025. This CONTRACT reaffirms the Metropolitan Transportation Planning process in the Central Oklahoma Transportation Management Area (TMA). Frequent reference will be made in this CONTRACT to the Oklahoma Department of Transportation (ODOT) and the Federal Transit Administration (FTA).

ACOG shall award a grant to NORMAN in an amount not to exceed \$100,000. NORMAN shall provide local matching funds of \$25,000.

A. SCOPE OF SERVICES

A.1. Unified Planning Work Program

This CONTRACT provides NORMAN the FTA 5303 funding for transit planning activities within the TMA as identified in the FY 2025 Unified Planning Work Program (UPWP).

A.1.a. The activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2025 UPWP. The UPWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken within the TMA. Approval of the UPWP by the PARTIES, the ACOG MPO PC, and FTA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section B herein.

A.1.b. The grant funds shall be used for the purpose of grant management, multimodal planning, long-range plan implementation, transit software, related transit consultant work, and other activities as listed in the FY 2025 UPWP.

A.2. Funding

The intention of ACOG in awarding these FTA 5303 funds is to maintain the comprehensive, continuing, and cooperative transportation planning process in order to provide the most desirable multimodal transportation system that is compatible with community goals and at minimum expense.

A.2.a. The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this CONTRACT.

A.2.b. CFDA Number: 20.505 (Metropolitan Transportation Planning and State and Non-Metropolitan Planning and Research).



A.3. Progress Reports

NORMAN shall provide ACOG progress reports regarding the planning work status of the FTA 5303 funds. Progress reports on the use of the 5303 funds shall be submitted quarterly and may be combined with NORMAN's regular quarterly UPWP progress reports. The final progress report shall be submitted on or before July 15, 2025.

A.4. Inspection of Work

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, presentations, books, records, correspondence, instructions, receipts, vouchers, memoranda, and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTIES will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTIES. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized.

A.5. Records

NORMAN shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

The books, records, and documents of NORMAN, insofar as they relate to money received under this CONTRACT, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, ODOT and/or FTA, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.

A.6. Ownership of Data

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in both PARTIES, subject to the applicable Federal and State laws and regulations.

A.7. Information and Reports

Unless otherwise required by law, all information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by NORMAN and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review upon its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FTA shall be made through ACOG only.

A.8. Publication Provisions

NORMAN shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FTA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published pursuant to this CONTRACT shall contain a credit reference to the FTA; such as "prepared in cooperation with the U.S. Department of Transportation, Federal Transit Administration."

**B. GRANT CONTRACT TERMS**B.1. Funding Amount

The financing set forth in this CONTRACT shall not exceed \$100,000 in FTA funds and shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the

"Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) 200 Subpart E.

**B.2. Funding Period**

The provisions of this CONTRACT shall become effective on the first day of July 2024, or on the day this Federal-aid project is authorized by FTA, whichever comes later. This CONTRACT shall be effective until all FTA funds provided under B.1. have been expended or June 30, 2025, whichever comes first.

**B.3. Matching Funds**

The funds provided by ACOG pursuant to this CONTRACT is eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the funds are to be provided by NORMAN.

**B.4. Funding Availability**

ACOG presently has funds available, allocated through the FTA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG shall participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP.

**C. PAYMENT TERMS AND CONDITIONS**

**C.1. Limitation of Liability**

The maximum liability of ACOG pursuant to this CONTRACT shall not exceed \$100,000.

**C.2. Payment Methodology**

NORMAN shall only be reimbursed for tasks as detailed Section A.1.b. and the FY 2025 UPWP. NORMAN shall submit invoices accompanied by bills of sale and documentation as further described in Sections C.3. Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of monthly billings from NORMAN showing the total actual costs incurred in conformance with the UPWP.

**C.3. Invoice Requirements**

NORMAN shall invoice ACOG digitally with supporting documentation as required by ACOG. The documentation shall be submitted to:

ACOG  
Attn: Hannah Nolen, Transportation Planning Services  
4205 N. Lincoln Blvd.  
Oklahoma City, OK 73105  
Telephone: 405-234-2264  
Email: hnolen@acogok.org

C.3.a. Each invoice shall be similar to the example provided by ACOG and shall clearly and accurately detail the following required information:

1. Invoice date and billing period
2. Contract number (FTA-PL-2025-03, assigned by ACOG to this CONTRACT)
3. NORMAN Federal Employer Identification Number
4. NORMAN remittance address
5. NORMAN contact (name, phone, and/or email address for the individual to contact with invoice questions)

6. Complete itemization of reimbursement requested, which shall include documentation of paid expenses and shall include each of the following:
  - a. Itemized bill of sale showing dates of sale/service
  - b. Itemized invoices for any costs for which reimbursement is requested
  - c. Total reimbursement amount requested

C.3.b. Each invoice shall be accompanied by a brief, narrative report describing the tasks that were completed during the billing period.

#### C.4. Invoice Timing and Limitations

An invoice from NORMAN to ACOG pursuant to this CONTRACT shall include only reimbursement requests for actual expenditures as described in Section A.1.b. and C.2. of this CONTRACT subject to the liability limits as described in Section C.1.

C.4.a. All invoices for reimbursement must be received by ACOG no later than July 15, 2024.

C.4.b. NORMAN's failure to provide all invoices to ACOG as required shall result in NORMAN being deemed ineligible for reimbursement of those invoices under this CONTRACT, and any and all financial and legal liabilities related to this CONTRACT shall be upon NORMAN and not the responsibility or liability of ACOG.

#### C.5. Payment of Invoice

ACOG shall, within 90 days of receipt of invoices for allowable costs relating to the tasks outlined in Section A.1.b., review and process invoices as well as requests reimbursement from ODOT for NORMAN's expenditures. Once ODOT has provided reimbursement for NORMAN's expenditures, ACOG shall issue payment to NORMAN.

#### C.6. Unallowable Costs

Travel expenses are not eligible for reimbursement pursuant to this CONTRACT. NORMAN's invoice(s) shall be subject to reduction for amounts for travel expenses included in any invoice from NORMAN. Any such reductions shall be at the sole discretion of ACOG.

#### C.7. Disputes Related to Finances

In the event of disagreement between the PARTIES relative to the eligibility of NORMAN's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the Administrator of NORMAN who jointly shall attempt to resolve the issue.

#### C.8. Audit

As part of this CONTRACT, NORMAN agrees to provide ACOG with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations, and provisions of the CONTRACT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTIES will resolve the outstanding issues as provided under Section C.7.

### **D. TERMS AND CONDITIONS**

#### D.1. Required Approvals

Neither PARTY is bound by this CONTRACT until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.

D.2. Completeness

This CONTRACT, together with the following attachments, represents the entire and integrated agreement between the PARTIES relating to the subject matter contained herein, and supersedes any and all prior understandings, representations, negotiations, and discussions between the PARTIES relating hereto, whether written or oral.

D.3. Modification or Amendment

This CONTRACT shall not be modified, amended, altered, or supplemented except by an instrument in writing signed on behalf of the PARTIES hereto and executed with the same formalities observed in the execution of this CONTRACT.

D.4. Communications and Contacts

All demands, requests, or other communications which may be or are required to be given, served, or sent by either PARTY to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

If intended for ACOG, by electronic transmission to [hnoelen@acogok.org](mailto:hnoelen@acogok.org), or by mail, addressed to ACOG at:

Association of Central Oklahoma Governments  
Attn: Hannah Nolen, Transportation Planning Services  
4205 N. Lincoln Blvd.  
Oklahoma City, OK 73105

If intended for NORMAN, by electronic transmission to [taylor.johnson@normanok.gov](mailto:taylor.johnson@normanok.gov) or by mail addressed to NORMAN at:

City of Norman  
Attn: Taylor Johnson – Transit and Parking Program Manager  
1310 Da Vinci Street  
Norman, OK 73069

D.5. Termination

This CONTRACT was entered into by the PARTIES because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTY may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTY, it being understood that such termination may be adverse to the interests of the other PARTY. In the event of such termination, NORMAN shall deliver at cost to ACOG all items mentioned in Sections A.3., A.4., and A.7. of this CONTRACT within thirty (30) calendar days following the effective termination date.

D.6. Use of Consultants

Under the terms of pursuant to this CONTRACT, NORMAN may engage qualified consultants to perform certain duties on its behalf. All contracts with other parties for services within the scope of this CONTRACT shall be justified, in writing, by NORMAN and retained with project records as outlined in Section A.5.

D.7. Compliance

NORMAN and ACOG agree to adhere to the terms and conditions of this CONTRACT, to include all attachments hereto.

D.8. Covenants Against Contingent Fees

NORMAN warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT 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.

D.9. Governing Laws and Regulations

NORMAN and its subcontractors shall comply with all Federal, State, and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including worker compensation laws, minimum and maximum salary and wage statutes and regulations. When required, NORMAN shall furnish ACOG with satisfactory proof of its compliance therewith.

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma.

D.10. Binding Effect

This CONTRACT shall be binding upon and inure to the benefit of the PARTIES and shall be binding upon their successors, to the extent allowed by law.

D.11. Force Majeure

The obligations of the PARTIES to this CONTRACT are subject to prevention by causes beyond the PARTIES' control including, but not limited to, acts of God, riots, wars, epidemics, or any other similar cause.

D.12. Liability

NORMAN, ACOG, and FTA mutually recognize that each PARTY is a governmental entity subject to the provisions of their respective Governmental Tort Claims Act (51 O.S. § 151 et seq.). The PARTIES hereby mutually agree that each is and may be held severally liable for any and all claims, demands, and suits in law or equity, of any nature whatsoever, paying for damages or otherwise, arising from any negligent act or omission of any of their respective employees, agents or officers which may occur during the prosecution or performance of this Agreement to the extent provided in the Governmental Tort Claims Act, without waiving any of the PARTY's defenses, exemption or sovereignty. Each PARTY agrees to severally bear all costs of investigation and defense of claims arising under the Governmental Tort Claims Act and any judgments which may be rendered in such cause to the limits provided by law. Nothing in this section shall be interpreted or construed to waive any legal defense which may be available to a PARTY or any exemption, limitation or exception which may be provided by the Governmental Tort Claims Act.

D.13. Severability

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses, or paragraphs of this contract which is not affected by the determination. The provisions, clauses, or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph, or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs, and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

By: \_\_\_\_\_  
Mark W. Sweeney, AICP, Executive Director

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

REVIEWED for form and legality.

By: \_\_\_\_\_  
Pete White, ACOG General Counsel

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

THE CITY OF NORMAN

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

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

ATTEST:

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

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

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



## EXHIBIT A

Federal-Aid Eligibility Certification

The undersigned hereby certifies to the best of their knowledge and belief:

1. That they are the fully authorized agent of the Prospective Participant in this project which involves, federal funding and has full knowledge and authority to make this certification
2. That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:
  - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
  - b. Has been suspended, debarred, voluntarily excluded, or determined ineligible by any federal agency within the past three (3) years; and
  - c. Has a proposed debarment pending; and
  - d. Has been indicted, convicted, or had a civil judgement rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

If none, so state by entering the word "none": \_\_\_\_\_

\_\_\_\_\_  
City of Norman

\_\_\_\_\_  
Date

## EXHIBIT B

(page 1 of 2)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –Lower Tier Covered Transactions

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B --

## Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

## EXHIBIT B

(page 2 of 2)

Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion –Lower Tier Covered Transactions

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -Lower Tier Covered Transactions

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## EXHIBIT C

(page 1 of 2)

Nondiscrimination of Employees

During the performance of this contract, NORMAN, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. NORMAN and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
2. That any subcontract entered into by NORMAN for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
3. NORMAN shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for NORMAN to:
  - a. Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age, or handicap
  - b. Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age, or handicap
  - c. Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining
  - d. Publish or cause to be printed or published any notice or advertisement relating to employment by NORMAN indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment
  - e. Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991.
  - f. Aid, abet, incite, or coerce a person to engage in a discriminatory practice
  - g. Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives

## EXHIBIT C

(page 2 of 2)

Nondiscrimination of Employees

- h. Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991
  - i. Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991
- 4. NORMAN further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age, or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to NORMAN in the performance of this Contract.
- 5. Sanctions for Noncompliance - In the event NORMAN violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
  - a. Withhold payments to NORMAN until NORMAN furnishes satisfactory evidence of compliance and correction of all violations
  - b. Cancel, terminate, or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
  - c. Report all violations, which are not corrected by NORMAN within such time as is specified by ACOG in its notice of violation, to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- 6. Immediately upon notification of Contract award, NORMAN shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
- 7. NORMAN hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties, and responsibilities of said Commission.
- 8. NORMAN further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

## EXHIBIT D

(page 1 of 2)

Oklahoma Department of Transportation Disadvantaged Business/Women's Business Enterprises Policy Statement

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, NORMAN, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, NORMAN, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.



## EXHIBIT D

(page 2 of 2)

Oklahoma Department of Transportation Contracting with Small and Minority Firms, Women's Business Enterprise, and Labor Surplus Area Firms

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
  - a. Including qualified small and minority business on solicitation lists.
  - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
  - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
3. Grantees are encouraged to procure goods and services from labor surplus areas.
4. Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

## EXHIBIT E

Certification for Federal-Aid Contracts

The undersigned certifies, to the best of their knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

---

City of Norman

---

Date



# The City of **NORMAN**

201 West Gray, Bldg. A  
Norman, Oklahoma 73069

Item 26.

PUBLIC WORKS DEPARTMENT

Phone: (405) 366-5453  
Fax: (405) 366-5418

May 22, 2024

Mark W. Sweeney, AICP  
Executive Director  
4205 N Lincoln Blvd  
Oklahoma City, Ok 73105

Dear Mr. Sweeney,

The City of Norman requests to use 5303 funds (FFY 25 \$100,000) for the purpose of grant management, multimodal planning, long-range plan implementation, transit software, related transit consultant work, and other activities as listed in the Unified Planning Work Program.

Sincerely,

Taylor Johnson  
Transit and Parking Program Manager

cc: Jason Huff, Transit Planner and Grants Specialist



ASSOCIATION OF  
CENTRAL OKLAHOMA  
GOVERNMENTS

# ACOG MPO UNIFIED PLANNING WORK PROGRAM

FY 2025



Association of Central Oklahoma Governments  
4205 N. Lincoln Boulevard  
Oklahoma City, OK 73105  
Telephone: (405) 234-ACOG (2264)  
[www.acogok.org](http://www.acogok.org)

Reviewed by the ACOG MPO Technical Committee June 13, 2024

Approved by the ACOG MPO Policy Committee June 27, 2024

*This report is the product of a project (study) financed in part by the Federal Transit Administration and the Federal Highway Administration of the U.S. Department of Transportation.*

*The contents of this report reflect the views of the Association of Central Oklahoma Governments Metropolitan Planning Organization (ACOG MPO). ACOG is responsible for the facts and the accuracy of the data presented herein. The contents do not necessarily reflect official views or policy of the U.S. Department of Transportation. This report does not constitute a standard, specification, or regulation.*

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List of Attachments (forthcoming)

Attachment 1: Memorandum of Understanding Between the Association of Central Oklahoma Governments, Oklahoma Department of Transportation, Central Oklahoma Transportation and Parking Authority, and City of Norman, Oklahoma.....  
Attachment 2: ACOG MPO Technical Committee Bylaws .....  
Attachment 3: Certification Statement ACOG MPO Transportation Management Area FY 2024.....  
Attachment 4: Related Correspondence .....



## PART I: INTRODUCTION

The Unified Planning Work Program (UPWP) is a description of the proposed multimodal transportation planning activities to be conducted in the Association of Central Oklahoma Governments Metropolitan Planning Organization (ACOG MPO) area during FY 2024 (July 1, 2024 to June 30, 2025). This program is administered by ACOG, in accordance with a *Memorandum of Understanding* between ACOG, the Oklahoma Department of Transportation (ODOT), the Central Oklahoma Transportation and Parking Authority (COTPA), and the City of Norman (Norman-Transit). ACOG serves as the MPO for the Oklahoma City Transportation Management Area (TMA), providing a multi-government, multi-agency body for carrying out a continuing, coordinated, comprehensive program of multimodal transportation system planning.

The Federal Highway Administration (FHWA) and Federal Transit Administration's (FTA) Offices of Planning have jointly issued Planning Emphasis Areas (PEAs) to assist MPOs in identifying and developing UPWP tasks.

- **Tackling the Climate Crisis - Transition to a Clean Energy, Resilient Future**—Ensure transportation plans and infrastructure investments help achieve the national greenhouse gas reduction goals and increase resilience to extreme weather events and other disasters resulting from the increasing effects of climate change
- **Equity and Justice<sup>40</sup> in Transportation Planning**—Advance racial equity and support for underserved and disadvantaged communities
- **Complete Streets**—Review current policies, rules, and procedures to determine their impact on safety for all road users
- **Public Involvement**—Increase meaningful public involvement in transportation planning by integrating Virtual Public Involvement (VPI) tools into the overall public involvement approach while ensuring continued public participation by individuals without access to computers and mobile devices
- **Strategic Highway Network (STRAHNET)/US Department of Defense (DOD) Coordination**—Coordinate with representatives from DOD in the transportation planning and project programming process on infrastructure and connectivity needs for STRAHNET routes and other public roads that connect to DOD facilities
- **Federal Land Management Agency (FLMA) Coordination**—Coordinate with FLMAs in the transportation planning and project programming process on infrastructure and connectivity needs related to access routes and other public roads and transportation services that connect to Federal lands
- **Planning and Environmental Linkages (PEL)**—Implement PEL as part of the transportation planning and environmental review processes
- **Data in Transportation Planning**—Incorporate data sharing and consideration into the transportation planning process, because data assets have value across multiple programs

The UPWP is prepared annually and serves as a basis for requesting federal planning funds from the U.S. Department of Transportation, as well as a management tool for scheduling, budgeting, and monitoring the planning activities of the participating entities. This document was developed with input from numerous agencies, including ODOT, FHWA, FTA, COTPA, the City of Norman, the Oklahoma City Traffic Management Division, and other cities included in the TMA

## PART 2: ACOG MPO ORGANIZATION

### COMMITTEE STRUCTURE

Multimodal transportation planning and implementation require a unified policy direction for all modes of travel. This direction is provided by a committee structure, which was developed jointly by the Oklahoma Department of Transportation (ODOT) and local governments within the ACOG MPO. The structure includes the ACOG MPO Policy Committee, ACOG MPO Technical Committee, and Stakeholder Advisory Group (SAG). The ACOG MPO organizational structure, which includes additional committees and subgroups, is shown in [Figure 1](#).

#### ACOG MPO Policy Committee

The ACOG MPO Policy Committee has 46 members and is the single policy group for regional transportation decision making in the ACOG MPO area. The Policy Committee voting membership is composed of locally elected officials, state transportation department managers and commissioners, and designees from other local agencies, representing various transportation modes. Each member local government has one vote. Federal aviation, transit, and highway officials are designated as non-voting Policy Committee members. The primary functions of the Policy Committee are to provide guidance for multimodal transportation planning and to assure coordination among transportation modes, local government entities, and planning efforts. The current membership of the Policy Committee is shown in [Table 1](#).

The Chairman of the Policy Committee is elected from the membership every year for a one-year term. Individual local governing bodies select their representatives to the Policy Committee. Staff personnel of ACOG have been designated by the Policy Committee to provide administrative and clerical support to the Committee. The Policy Committee meets at 1:20 p.m., usually on the last Thursday of each month in the Board Room of the Association of Central Oklahoma Governments.

#### ACOG MPO Technical Committee

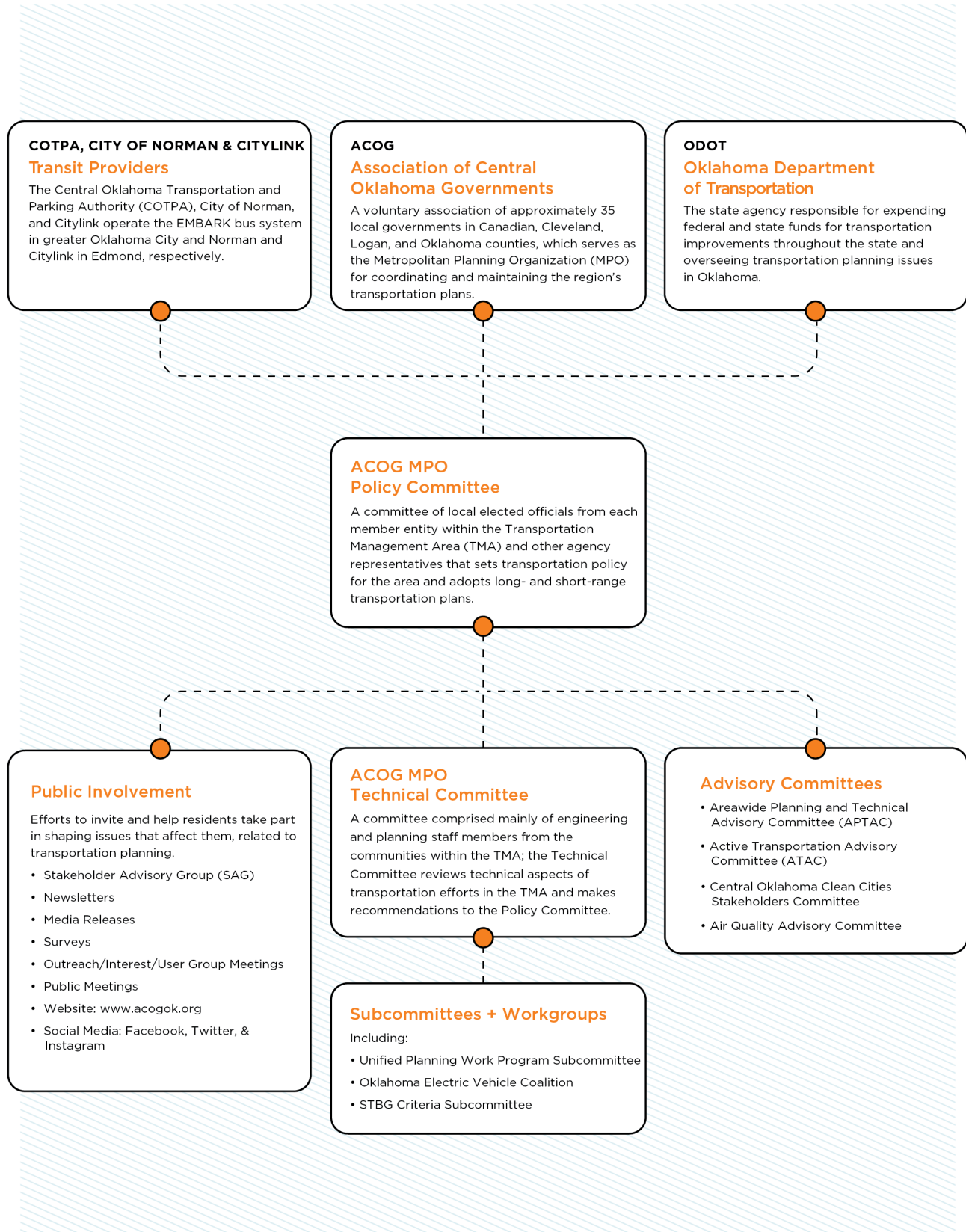
Technical review and guidance for the ACOG MPO planning programs are provided by the Technical Committee. This committee is generally composed of city planners, city engineers and traffic managers, and also includes representatives of various modes, environmental agencies, ODOT, the Oklahoma Turnpike Authority, and the federal transportation agencies.

The Technical Committee makes recommendations to the Policy Committee concerning adoption and approval of all transportation plans and programs, such as the Unified Planning Work Program (UPWP), the Metropolitan Transportation Plan (MTP), and the Transportation Improvement Program (TIP). The Technical Committee is governed by bylaws approved by the Policy Committee and typically meets at 10 a.m. on the second Thursday of each month to review the progress of the tasks outlined in the UPWP. The Technical Committee also monitors the performance of the regional transportation system and recommends policy changes to the Policy Committee to improve system performance.

#### Stakeholder Advisory Group (SAG)

With the update of the Public Participation Plan (PPP) in 2020, the previous Citizens Advisory Committee (CAC) was replaced with a Stakeholders Advisory Group (SAG). ACOG extended SAG membership to representatives of all transportation modes, minority and elderly populations, persons with disabilities, businesses, local governments, environmental/public interest groups, neighborhoods, and private citizens. This committee provides a tool to ensure that the public is kept aware of planning developments, that the transportation planning process is responsive to public needs, and that advocates of various modes are included and heard.

**Figure 1:  
ACOG MPO Organization**



**Table 1:**  
**ACOG MPO Policy Committee**  
as of May 30, 2024

## ACOG MPO POLICY COMMITTEE

LOCAL GOVERNMENT MEMBERS		
CITY/ORGANIZATION	MEMBERS	ALTERNATES
BETHANY	Hon. Nikki Lloyd Mayor	Hon. Chris Powell Vice-Mayor
		Hon. Kathy Larsen Councilmember
BLANCHARD	Hon. Ben Whitt Councilmember	Hon. Chuck Kemper Vice Mayor
		Hon. Michael Scalf Mayor
CALUMET	Hon. Terry Brungardt Trustee	Hon. Michael Snyder Trustee
CEDAR VALLEY	Hon. Tom Trello Vice-Mayor	Hon. Jerry Cole Trustee
CHOCTAW	Hon. Cody Brewer Councilmember	Hon. Chad Allcox Mayor
COLE	Hon. Kimber Hendrickson Mayor	Gordon Hegeman Vice Mayor
		Chris Moss Trustee
DEL CITY	Hon. Floyd Eason Mayor	Hon. Pam Finch Vice-Mayor
		Hon. Claudia Browne Councilmember
EDMOND	Hon. Darrell Davis Mayor	Hon. Barry Moore Councilmember
EL RENO	Hon. Amy Neathery Councilmember	Hon. David Black Vice-Mayor
		Hon. Steve Jensen Mayor
FOREST PARK	Hon. Rashanna Baker Trustee Ward 5	Hon. Stephen Miller Trustee
		Hon. George H. Smith Mayor/Trustee
GOLDSBY	Hon. Glenn Berglan Trustee	Hon. Darell Ingram Trustee
GUTHRIE	Hon. Steven J. Gentling Mayor	Hon. Adam Ropp Councilmember
HARRAH	Hon. Tim Rudek Councilmember	Hon. Jeff Brzozowski Councilmember
		Hon. Bernadette Klimkowski Councilmember
JONES CITY	Hon. Chris Calvert Trustee	Vacant
LEXINGTON	Hon. Mike Donovan Mayor	Hon. Max Punneo Councilmember
		Raul Trejo Councilmember
LUTHER	Hon. Terry Arps Mayor	Hon. Joshua Rowton Trustee
		Hon. Carla Caruthers Trustee

## ACOG MPO POLICY COMMITTEE (CONT.)

LOCAL GOVERNMENT MEMBERS (CONT.)		
CITY/ORGANIZATION	MEMBERS	ALTERNATES
MIDWEST CITY	Hon. Matt Dukes Mayor	Hon. Pat Byrne Councilmember
		Hon. Rick Favors Councilmember
MOORE	Hon. Kathy Griffith Councilmember	Any Moore Councilmember
MUSTANG	Hon. Brian Grider Mayor	Hon. James Wald Councilmember
NEWCASTLE	Hon. Mike Fullerton Vice-Mayor	Hon. Marci White Councilmember
NICHOLS HILLS	Hon. Peter Hoffman Mayor	Hon. Sody Clements Councilmember
NICOMA PARK	Hon. Mark Cochell Mayor	Hon. Jeff Caudill Ward 5 Councilmember
		Hon. Steve West Ward-4 Vice Mayor
NOBLE	Hon. Phil Freeman Mayor	Hon. George Schmerer Councilmember
		Hon. Chad Terrill Councilmember
NORMAN	Hon. Larry Heikkila Mayor	Hon. Stephen Holman Councilmember
OKLAHOMA CITY	Hon. Matt Hinkle Councilmember	Any Oklahoma City Councilmember
PIEDMONT	Hon. Rob Jones Councilmember	Hon. Bryon Schlomach Councilmember
		Hon. Ryan Aller Councilmember
SLAUGHTERVILLE	Hon. Leah Grady Trustee	Hon. Eugene Dicksion Trustee
SPENCER	Hon. Frank Calvin Mayor	Hon. Charmin Williams Vice Mayor
TUTTLE	Hon. Trey Buck Councilmember	Hon. Larry Watson Councilmember
THE VILLAGE	Hon. David Bennett Mayor	Hon. Melodie Moore Vice Mayor
UNION CITY	Hon. Chad Fischer Trustee	Hon. Dale Quigley Trustee
		Keith Dennis Trustee
WARR ACRES	Hon. Roger Godwin Mayor	Hon. Vickie Douglas Vice-Mayor
		Vacant
YUKON	Hon. Shelli Selby Mayor	Hon. David Enmark Councilmember
CANADIAN COUNTY	Hon. Tomas Manske Commissioner	Hon. David Anderson Commissioner
		Hon. Tracey Rider Commissioner

## ACOG MPO POLICY COMMITTEE (CONT.)

LOCAL GOVERNMENT MEMBERS (CONT.)		
CITY/ORGANIZATION	MEMBERS	ALTERNATES
CLEVELAND COUNTY	Hon. Rod Cleveland Commissioner	Hon. Rusty Grissom Commissioner
LOGAN COUNTY	Hon. Mark Sharpton Commissioner	Hon. Charlie Meadows Commissioner Hon. Monty Piearcy Commissioner
MCCLAIN COUNTY	Hon. Wilson Lyles Commissioner	Hon. Terry Daniel Commissioner
OKLAHOMA COUNTY	Hon. Carrie Blumert Commissioner	Hon. Myles Davidson Commissioner Hon. Brian Maughan Commissioner
AGENCY MEMBERS		
CITY/ORGANIZATION	MEMBERS	ALTERNATES
CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA)	Suzanne Wickenkamp Asst. Director - Operations	Jason Ferbrache OKC Asst. City Mgr./COTPA Administrator
CITY OF NORMAN, OKLAHOMA (Transit)	Taylor Johnson Transit & Parking Program Mgr.	Jason Huff Transit Planner & Grants Specialist
OKLAHOMA CITY AIRPORT TRUST	Randon Rieger, P.E. Civil Engineer III	John Storms Civil Engineer IV
OKLAHOMA DEPT. OF TRANSPORTATION (ODOT) - Planning and Policy	Dawn Sullivan, P.E. Deputy Director	Laura Chaney Planning Branch Manager Monte Smith Administrator of Legislative Affairs
OKLAHOMA DEPT. OF TRANSPORTATION (ODOT) - Office of Mobility	Jared Schwennesen Multi-Modal Division Manager	No Designee
OKLAHOMA TRANSPORTATION COMMISSION (OTC) - DIVISION 3 - MCCLAIN & CLEVELAND COUNTIES IN ACOG MPO AREA	T.W. Shannon Transportation Commissioner	Ron Brown, PE ODOT Division 3 Engineer Rick Johnson ODOT Director of Project Delivery
OKLAHOMA TRANSPORTATION COMMISSION (OTC) - DIVISION 4 - CANADIAN, LOGAN, & OKLAHOMA COUNTIES IN ACOG MPO AREA	Don Freymiller Transportation Commissioner	Trenton January, P.E. ODOT Division 4 Engineer Daniel Nguyen, P.E. ODOT Project Mgmt. Div. Manager
OKLAHOMA TRANSPORTATION COMMISSION (OTC) - DIVISION 7 - GRADY COUNTY IN ACOG MPO AREA	Stephen J. LaForge Transportation Commissioner	Jay Earp, P.E. ODOT Division 7 Engineer Laura Chaney ODOT Planning Branch Manager
FEDERAL AVIATION ADMINISTRATION (FAA)	Glenn Boles Mgr. AR/OK Airports Dist. Office	Vacant
FEDERAL HIGHWAY ADMINISTRATION (FHWA)	Basharat Siddiqi Oklahoma Division Administrator	Carl Selby Program Support Team Leader Isaac Akem Community Planner
FEDERAL TRANSIT ADMINISTRATION (FTA)	No Designee	Vacant
TINKER AIR FORCE BASE (Associate Member)	Stephanie Wilson Base Civil Engineer	Brad Beam Deputy Base Civil Engineer



## SPONSOR AGENCIES

The ACOG MPO is sponsored by the State of Oklahoma (ODOT), the local transit operators (COTPA and Norman-Transit) and the Metropolitan Planning Organization (ACOG). The ACOG MPO planning process is staffed with personnel from each of these sponsor agencies and with additional transportation personnel from the City of Oklahoma City and several suburban cities who work under contract with the Association of Central Oklahoma Governments.

### Association of Central Oklahoma Governments (ACOG)

The Association of Central Oklahoma Governments (ACOG) is a voluntary association of city, town, and county governments within the four-county (Oklahoma County, Cleveland County, Logan County, and Canadian County) region known as Central Oklahoma. Established in 1966, ACOG's purpose is to aid local governments in planning for common needs, cooperating for mutual benefit, and coordinating for sound regional development. This regional cooperation serves to strengthen both the individual and collective capabilities of local governments.

ACOG is the designated Metropolitan Planning Organization (MPO), conducting the transportation planning process in compliance with the provisions of the Federal Highway and Federal Transit Acts of 1962, as amended by the Infrastructure Investment and Jobs Act (IIJA), signed into law November 15, 2021. Initially designated as a Metropolitan Planning Organization (MPO) in October 1973, ACOG has worked cooperatively with ODOT and other partners in Central Oklahoma to develop and maintain a regional transportation plan for the ACOG MPO area.

The Board of Directors serves as the governing body of the Association (Sec. 1. (e) (b), ACOG Agreement). The Board has sole authority to initiate and review all activities, grants, and contracts, and to adopt or approve any study or plan pertaining to the four-county region. This authority is exercised by a quorum of the Board voting according to the authorized weighted vote of each member government (Sec. IV, ACOG Agreement). The business of the Association is transacted according to the provisions of the "Agreement Creating the Association," effective March 31, 1983, as amended.

The ACOG Board of Directors reviews and may elect to endorse actions of the ACOG MPO Policy Committee. It is understood that items relating to the transportation planning process are covered by an annual agreement between ODOT and ACOG.

### Oklahoma Department of Transportation (ODOT)

The Oklahoma Department of Transportation was established on September 1, 1976, following the State Legislature's approval of reorganization legislation.<sup>1</sup> The reorganization combined, in their entirety, the Oklahoma Highway Department, the Oklahoma Aeronautics Commission, and the Oklahoma Highway Safety Coordination Committee. Subsequently, in 2002, the Aeronautics Commission separated from ODOT and was classified as a separate agency. The Rail and Transit staff of the former Department of Economic and Community Affairs and the powers of the Railroad Maintenance Authority were also transferred to the Oklahoma Department of Transportation. In the early 1990s, the duties of the Waterways Branch of the Department of Commerce were also brought under the jurisdiction of ODOT.

According to Title 69 O.S. 1981, Sec. 4002, the Department of Transportation has the following responsibilities:

1. To coordinate and develop for the State of Oklahoma a comprehensive transportation plan to meet present and future needs for adequate, safe and efficient transportation facilities at reasonable cost to the people.

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<sup>1</sup> "An Overview of the State's Public Transportation Mandate and Public Transportation Operations in Oklahoma." October 24, 1978. ODOT Planning Division.



2. To coordinate the development and operation of such transportation facilities in the state including, but not limited to, highways, public transportation, railroad, marine and waterways, and aeronautics.
3. To develop, periodically revise and maintain a comprehensive state master plan for transportation facilities.
4. To develop the STIP and approve the metropolitan TIPs as the Governor's designee.
5. To develop measurable objectives and goals designed to carry out the master plan for transportation and report progress in achievement of objectives and goals to the Governor and Legislature as part of the annual budget submission.
6. To make such studies and analyses of transportation problems as may be requested by the Governor or Legislature relative to any aspect of transportation in the state.
7. To exercise and perform such functions, powers and duties as may be, from time to time, conferred or imposed by law, including all the functions, powers and duties assigned and transferred to the Department of Transportation by this act.
8. To apply for, accept and receive and be the administrator for and on behalf of the state agencies, boards, and commissions of all federal or other monies now or hereafter available for purposes of transportation or which would further the intent and specific purposes of this act.
9. To cooperate with local governments in the planning and development of transportation-related activities and encourage state and federally funded plans and programs at the local level consistent with the goals and objectives of the state master plan for transportation.

ODOT has developed various techniques to generate public interest and to promote public participation in the decision-making process related to proposed transportation improvements undertaken with federal assistance.

The Department completes a field review for all projects in the 8-Year Construction Work Plan. The review consists of researching projects for location, design, and social, environmental, and economic impacts. Part of the social, environmental, and economic analysis during the review is a consideration of the public involvement needs for a specific project.

During the individual project development process, ODOT staff performs more detailed planning and engineering studies related to location, design, and analysis of social, environmental, and economic impacts. During this phase, one or more of the following public involvement tools may be employed: public meetings, distribution of flyers in the study area, press releases, meetings with locally elected officials, and coordination with local, state, and federal resource agencies.

The ACOG MPO public involvement process is coordinated with the ODOT process, and they are intended to be used as vehicles to promote maximum public participation early enough in the planning process to influence technical studies and subsequent final decisions. This ensures that decisions, as they are made, will be in the overall public interest and that the average citizen will have an adequate opportunity to have input during the decision-making process.

## Local Transit Operators

### *Central Oklahoma Transportation and Parking Authority (COTPA)*

The Central Oklahoma Transportation and Parking Authority was created under a Trust Indenture, dated February 1, 1966. The Trust has the authority "to plan, establish, develop, acquire, construct, purchase, install, repair, enlarge, improve, maintain and equip transit systems and facilities and public parking systems and facilities either within or outside the territorial boundaries of the City of Oklahoma City." This Trust Indenture establishes that COTPA has the authority to provide regional transit and parking services. COTPA is governed by a Board of eight Trustees, including the Oklahoma City Mayor, the City Manager of Oklahoma City, the Oklahoma City Finance Director and five additional trustees who are appointed by the Oklahoma City Council.

As of November 1, 1989, the City of Oklahoma City reorganized the city's transit system, creating the Department of Transit Services as the planning/administration arm of COTPA.

The operations and maintenance functions of the transit system have remained the responsibility of the Authority.

Each year COTPA develops a Program of Projects (POP) reflecting anticipated capital, planning, and operating needs for the upcoming fiscal year along with an estimated budget. COTPA submits projects to the MPO for inclusion in the transit portion of the Transportation Improvement Program (TIP) and carries out the transit-related planning activities contained in the UPWP. In recent years, COTPA has been authorized, through the TIP, to use a portion of the region's Congestion Mitigation/Air Quality (CMAQ) funds for transit investments that demonstrate a positive impact on air quality. COTPA utilized the public notice/public involvement opportunities related to the TIP, performed by the MPO, to ensure opportunity for public input on the POP.

#### *Norman-Transit*

Cleveland Area Rapid Transit (CART) – previously administered under the umbrella of COTPA – was recognized as a small urbanized area transit entity as a result of the 2000 Census and became a direct recipient of FTA funds beginning in FFY 2003. Until August 2019, CART, operated by the University of Oklahoma, provide transit service for both on-campus and off-campus routes within the City of Norman. In FY 2019, the University of Oklahoma began transitioning operations of the off-campus public transit service to the City of Norman.

In July 2019, CART relinquished the use of FTA Section 5307 direct recipient funds designated to the Norman Urbanized Area and began operating on-campus bus service for the University of Oklahoma only, and the City of Norman began operation of the service for off-campus bus routes and paratransit services. The City of Norman, in place of CART, cooperatively works with ACOG, ODOT, and COTPA on the planning efforts outlined in the annual Unified Planning Work Program (UPWP), which includes development and implementation of the ACOG MPO Metropolitan Transportation Plan (MTP) and Transportation Improvement Program (TIP).

#### *Citylink*

Citylink runs four local routes serving the University of Central Oklahoma (UCO) campus and a large portion of the City of Edmond, as well as an express route to and from Oklahoma City.

### **AFFILIATED AGENCIES/ENTITIES**

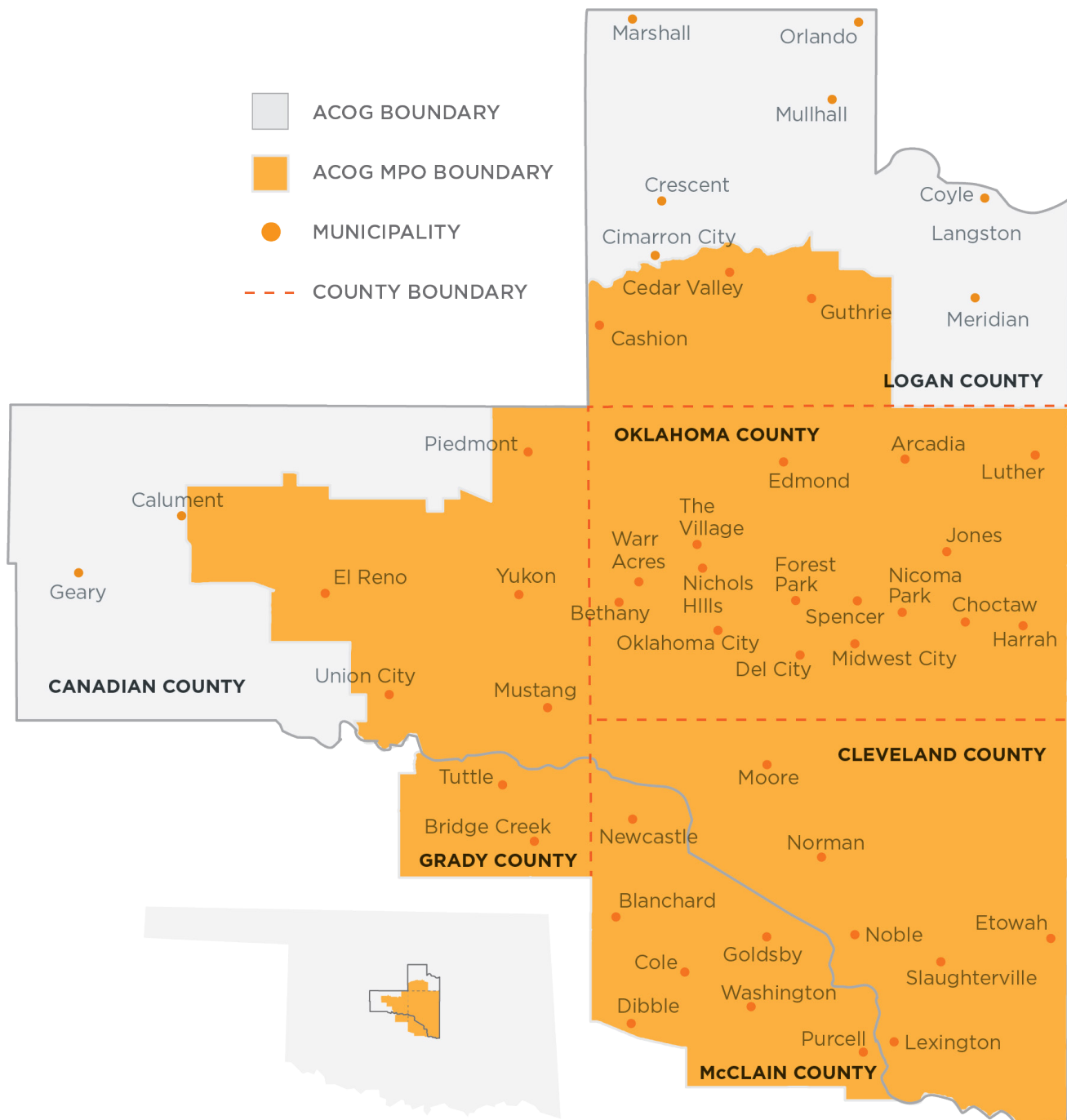
ACOG also works with the Air Quality Division of the Oklahoma Department of Environmental Quality (ODEQ) on preserving the Oklahoma City metropolitan area's air quality attainment status through clean air initiatives including Ozone Alert Day outreach and the Ozone Advance program.

The ODEQ Air Quality Division was established in 1993 to implement the federal and state air quality mandates regarding emission inventory, planning, permitting, monitoring, compliance, and enforcement activities, as required under the 1990 Clean Air Act Amendments. The ACOG MPO area is currently in attainment status under the 1990 Clean Air Act Amendments, and under the terms of this Act, the ODEQ Air Quality Division is the designated agency responsible for preparing and monitoring the State Implementation Plan for the Oklahoma City metropolitan area.

### **ACOG MPO TRANSPORTATION MANAGEMENT AREA**

The ACOG MPO Transportation Management Area (TMA) encompasses all of Oklahoma and Cleveland Counties, and parts of Canadian, Grady, Logan, and McClain Counties. On April 27, 2023, the ACOG MPO Policy Committee voted to expand the ACOG MPO TMA boundary by adding portions of Canadian County, including the cities of El Reno, Union City, and a part of Calumet. The previous TMA boundary had been in place since it was approved in February 2002. [Figure 2](#) reflects the expanded ACOG MPO area in relation to the four-county ACOG region. [Figure 3](#) reflects the urbanized areas within ACOG MPO TMA.

**Figure 2:  
ACOG MPO Area in Relation to the Four-County ACOG Region**



Map Disclaimer Applies. See the report Table of Contents or <http://www.acog.org/mapdisclaimer.asp>



## PART 3: FY 2025 UNIFIED PLANNING WORK PROGRAM PRIORITIES

The Unified Planning Work Program reflects and provides direction for implementing the financially constrained, public-influenced, intermodal ACOG MPO Plan, entitled *Encompass 2045*. The Metropolitan Transportation Plan, last adopted in 2021, has provided the framework for other modal plans including:

- bikewalkOKC (update), 2024
- EdmondShift Long-Range Mobility Plan, 2022
- East Edmond 2050 Plan, 2022
- OKC Moves Bus Plan, 2021
- Go Norman Transit Plan, 2021
- RTA of Central Oklahoma Transit System Plan, 2021
- Downtown Edmond Parking Plan, 2020
- adaptOKC, 2020
- Old Town Moore Revitalization Plan and Parking Analysis, 2019
- The Edmond Plan, 2018
- Eastern Oklahoma County Partnership Regional Comprehensive Plan, 2018
- bikewalkOKC, 2018
- planOKC, 2015 (amended 2020)
- Edmond Downtown Master Plan, 2014
- Norman Comprehensive Transportation Plan, 2014
- Central Oklahoma Commuter Corridors Study, 2014
- Oklahoma City Parks Master Plan, 2013
- Edmond Bicycle Master Plan, 2012
- Regional Intermodal Transportation Hub Study, 2011
- Greater Downtown Oklahoma City Circulator Alternatives Analysis, 2010
- Oklahoma City Project 180, 2010
- Midwest City Trails Master Plan and Implementation Study, 2010
- Oklahoma City Walkability Study, 2009
- Oklahoma City Downtown Streetscape Master Plan, 2009
- Master Trails Plan Update (City of Moore), 2008
- Oklahoma City Bicycle Transportation Strategic Action Plan 2008-2015, 2008
- Coordinated Public Transit-Human Services Plan, 2008
- Core to Shore Plan (Oklahoma City), 2007
- Fixed Guideway Study (COTPA), 2006
- Edmond Transportation Plan, 2006
- Oklahoma River Water Transport Mobility Program (Oklahoma City), 2005
- Norman Transportation Needs Assessment Study, 2003
- COTPA Long-Range Transit Plan, 2001

Thus, street and highway, bus, bicycle and pedestrian ways, and airport access improvements are all considered in the intermodal regional transportation plan that seeks the efficient movement of people and goods.

This Unified Planning Work Program (UPWP) presents the scope and direction of all transportation planning activities in the region and specifies which work program tasks will be accomplished during FY 2025 (July 1, 2024 to June 30, 2025). This part of the UPWP describes priorities related to various intermodal planning efforts in the ACOG MPO Transportation Management Area. Priorities of the FY 2025 UPWP include: development of data for the 2050 MTP; update of the Congestion Management Process (CMP); completion of the Regional Safety Action Plan, funded through a Safe Streets and Roads for All (SS4A) Grant; completion of the Regional Air Quality Plan; continued implementation of the ACOG MPO Active Transportation Plan and Complete Streets Policy; development of the FFY 2026-2029 ACOG MPO TIP and continued coordination with local governments regarding federal transportation funding opportunities. Other priorities entail continued continuation of the



bicycle and pedestrian public safety campaign in coordination member local governments; creation of the Regional Electric Vehicle Infrastructure Strategic Plan & Fleet and Facility Assessment Study in partnership with Oklahoma City and other area stakeholders; review of MPO public outreach efforts leading to an update of the Public Participation Plan (PPP) and development of outreach strategies for the 2050 MTP; collaboration with the City of Oklahoma City, the Oklahoma City Community Foundation (OCCF), OKC Beautiful and other stakeholders on the development of an Urban Forestry Master Plan; compliance with the federal transportation law; and monitor emerging transportation system issues and technologies. The work program recognizes a continuation of data collection efforts, through subcontracts with Oklahoma City, Choctaw, Edmond, Norman, Moore, and Midwest City.

The current regional transportation plan, *Encompass 2045*, was approved by the Metropolitan Planning Organization (MPO) and endorsed by the ACOG Board of Directors in November 2021. This financially constrained Plan includes recommendations for streets and highways, airport access, transit, freight movement, and bicycle and pedestrian facilities.

The work element and task descriptions included in this work program were prepared and approved through the ACOG committee structure which provides technical and policy guidance for the continuing transportation planning process. The work program elements may be revised or amended at any time to reflect improved study procedures. Revisions or amendments must be approved through the Technical and Policy Committee structure.

## SPECIAL CONCERNS AND METROPOLITAN PLANNING FACTORS

State, regional, and local priorities are expressed by the ACOG MPO members in development and execution of the planning program. Federal planning emphasis areas are often expressed through legislation or through planning guidance issued by the Federal Highway Administration, the Federal Transit Administration, or the Environmental Protection Agency. The FY 2025 UPWP was developed in compliance with the Infrastructure Investment and Jobs Act (IIJA), which was signed into law on November 15, 2021. Current surface transportation legislation requires MPOs to consider ten (10) factors in the transportation planning process. Additionally, the IIJA continues its predecessor's emphasis on financial feasibility, public involvement, consideration of social, economic, and environmental impacts of transportation decisions, and performance-based planning. Substantial work is anticipated during FY 2025 in consideration of these planning requirements. Following is a description of the planning factors and a summary of FY 2025 planning activities applicable to each planning factor.

1. Support economic vitality of the metropolitan area, especially by enabling global competitiveness, productivity, and efficiency.
  - Task 1.01 (1-8) – compile and analyze data about regional employment and growth
  - Task 1.02 (1-4), Task 2.01 (4), and Task 2.02 (2,5) - compile and analyze information about current and future traffic patterns and travel conditions
  - Task 2.01 (10) – monitor advances in transportation system technology (including connected/autonomous vehicles) and their impact on the movement of people and goods
  - Task 2.01 (6,11,12), Task 2.02 (9-13), and Task 2.05 (10) – promote the use of alternative forms of transportation
  - Task 2.02 (7,8) - provide a process to evaluate proposed TIP projects based on anticipated efficient movement of people and goods
  - Task 2.02 (1) - assist ACOG MPO entities in identifying needed transportation improvements and related funding sources
  - Task 2.01 (7,8,9) and Task 2.02 (4,6) - participate in evaluation of proposed major transportation improvement projects in the metropolitan area
  - Task 2.02 (9-13) and Task 2.04 (1-10) - assess transit needs and promote transit options in ACOG MPO area
  - Task 2.03 (1-7) - develop performance-based planning, travel demand, congestion and performance management strategies to improve efficiency of existing system
  - Task 2.04 (2) – participate in maintaining the Coordinated Public Transit-Human Services Transportation Plan and work with state and local partners who provide

- public transportation services and health and human services, all consistent with the ACOG MPO long-range transportation plan and selected projects that will be included in the Transportation Improvement Program (TIP) and Statewide TIP (STIP)
- Task 2.05 (1) – continue to study the potential impacts of an Environmental Protection Agency (EPA) ozone nonattainment designation
  - Task 2.05 (3-8) – promote and educate concerning the use alternative fuels
2. Increase safety of the transportation system for motorized and nonmotorized users.
    - Task 1.02 (2) - identify bridges and roadways where unsafe conditions underscore the need for prompt improvement
    - Task 2.01 (4) and Task 2.02 (2) – monitor intermodal improvements in the ACOG MPO area
    - Task 2.01 (10) – monitor advances in technology that may lead to increased safety and security of the transportation system
    - Task 2.01 (10) and Task 2.03 (3-6) - promote use of technological solutions, alternate routes, etc. to manage incidents
    - Task 2.02 (1,4,5) - coordinate with ODOT in selecting projects that merit special funding consideration because related safety concerns warrant attention
    - Task 2.02 (7,8) and Task 2.03 (1,2)- consider safety as factor in evaluation of proposed TIP projects
    - Task 2.03 (1-6) - identify locations of recurring congestion and high crash rates and encourage development of appropriate safety and congestion management strategies
    - Task 2.03 (7) – continue programs to protect the safety of transit passengers, vehicles, and transit infrastructure
  3. Increase security of the transportation system for motorized and nonmotorized users.
    - Task 1.02 (2) - maintain pavement and bridge inventories
    - Task 1.03 (1-7) - maintain an inventory of comprehensive regional base maps
    - Task 2.01 (4) and Task 2.02 (2) – monitor intermodal improvements in the ACOG MPO area
    - Task 2.01 (10) and Task 2.03 (4-6) - promote the use of technology to enhance the security of roadway infrastructure
    - Task 2.03 (7) - promote the use of technology to enhance transit service security
    - Task 2.03 (6,7) – coordinate with homeland security and emergency management related agencies and committees
  4. Increase accessibility and mobility options available to people and freight.
    - Task 1.01 (1-8) - assemble and analyze demographic, socioeconomic and land use data to simulate the current and planned land development patterns in which the transportation system must operate
    - Task 1.01 (1-8), Task 2.01 (4,11,12), Task 2.02 (9-13) and Task 2.04 (1-6,8,9) - assess transit needs and promote transit options in ACOG MPO area
    - Task 1.01 (5) and Task 2.01 (4,5,7,8,10) – enhance the forecasting ability of regional models
    - Task 1.01 (7), Task 3.01 (5-9), and Task 4.01 (6,7) - ensure compliance with civil rights laws and other guidelines calling for access to information about, and options related to, transportation choices
    - Task 1.02 (4), Task 2.02 (9,12), and Task 2.04 (2) - maintain a current transit database that documents characteristics of bus service available to metropolitan area travelers
    - Task 2.01 (2) - process Plan amendments that meet the public involvement, fiscal constraint, and air quality thresholds, and demonstrate the ability to improve mobility for movement of people and freight
    - Task 2.01 (4,5) and Task 2.02 (2) - collect and analyze network data to improve the efficiency of existing and future ACOG MPO area transportation networks



- Task 2.01 (11,12) and Task 2.04 (6,8-10) - promote regional transit discussion
  - Task 2.02 (2,5) - continue working with ODOT and other states on freight and trade
  - Task 2.02 (3) - maintain current information on federal functional classification network and analyze major investments which can increase mobility options
5. Protect and enhance the environment, promote energy conservation, and improve quality of life, and promote consistency between transportation improvements and state and local planned growth and economic development patterns.
- Task 1.01 (1-8) - evaluate social, environmental, land use and economic impacts of transportation plans
  - Task 1.01 (1-4,7,8) and Task 1.03 (1-7) - maintain geographic information system (GIS) that allows integrated analysis of various layers of data as they affect the human population and transportation network
  - Task 2.01 (8,9) - coordinate with ODOT and the Oklahoma Turnpike Authority (OTA) with regard to statewide transportation network improvements
  - Task 2.01 (10) - coordinate with regional partners to continue to utilize the 2019 Oklahoma City Metropolitan Area Tree Canopy Study
  - Task 2.01 (11,12) and Task 2.04 (6,8-10) - determine regional desire to develop and promote transit priorities
  - Task 2.02 (1) - monitor implementation of selected Transportation Alternatives Program (TAP) projects
  - Task 2.02 (6) - develop a planning process that can be integrated into the required environmental analysis for major highway and transit projects
  - Task 2.03 (1-6) - improve the efficiency of the current transportation system
  - Task 2.04 (1-5) - continue provision of paratransit services for the elderly and individuals with disabilities
  - Task 2.04 (2) - participate in maintaining the Coordinated Public Transit-Human Services Transportation Plan and work with state and local partners who provide public transportation services and health and human services, all consistent with the ACOG MPO long-range transportation plan and selected projects that will be included in the Transportation Improvement Program (TIP) and Statewide TIP (STIP)
  - Task 2.05 (1) - continue to study the potential impacts of an Environmental Protection Agency (EPA) ozone nonattainment designation
  - Task 2.05 (1-8) - monitor air quality in the metropolitan area, and implement measures to improve air quality, including promotion of alternative forms of transportation, use of clean fuels, implementation of transportation system management strategies
  - Task 3.01 (1-11) - maintain contact with area citizens and business with a focus on receiving and providing information that can help to improve the transportation system and quality of life for the metropolitan area
6. Enhance integration and connectivity of the transportation system, across and between modes, and for people and freight.
- Task 1.03 (1), Task 2.01 (4), and Task 2.02 (2) - monitor and map the continuing development of the intermodal regional transportation network, including transit, bicycle and pedestrian trail strategies
  - Task 2.01 (8,9) - coordinate with ODOT and OTA with regard to statewide transportation network improvements
  - Task 2.01 (11,12) - integration of regional public transportation
  - Task 2.02 (3,4) - maintain updated functional classification system, and cooperate with ODOT in selection of projects for funding under the NHS, Bridge, and Interstate programs
  - Task 2.02 (7) - provide input for development of ODOT's Eight Year Construction Program and State TIP
  - Task 2.02 (9,12) - maintain transit route and scheduling database that assists in continuous internal review of bus route performance
  - Task 2.05 (8) - support regional rideshare programs

7. Promote efficient system management and operation.

- Task 1.01 (1-8) - assemble and analyze demographic, socioeconomic and land use data to simulate the current and planned land development patterns in which the transportation system must operate
- Task 1.02 (2) - maintain an online management system (e-TIP) for transportation project tracking and evaluation and assist with the implementation of ODOT's new e-STIP
- Task 2.01 (1-3,5) - develop and maintain fiscally constrained long-range transportation plan
- Task 2.01 (4,5,7,10,11,12) - analyze future travel demand
- Task 2.02(1) - monitor federally funded transportation improvements and provide periodic status reports
- Task 2.02 (7) - provide a process to evaluate proposed TIP projects based on anticipated efficient movement of people and goods
- Task 2.03 (1-5) - develop strategies to alleviate congestion and enhance mobility
- Task 2.03 (5) - explore the establishment of a regional construction coordination program to ensure that construction and temporary closures will pose the least burden to the traveling public

8. Emphasize preservation of the existing transportation system.

- Task 1.01 (1-7) - assemble and analyze demographic, socioeconomic and land use data to simulate the current and planned land development patterns in which the transportation system must operate
- Task 1.02 (1-4) - data collection of existing traffic and transportation conditions, strategic roadways, public transportation, and goods movement
- Task 1.03 (1), Task 2.01 (4), and Task 2.02 (2) - monitor and map the continuing development of the intermodal regional transportation network, including transit, bicycle and pedestrian trail strategies (network monitoring)
- Task 2.03 (1-5) - utilize congestion management and intelligent transportation technology to maximize efficient use of the existing transportation system (performance-based planning and management)

9. Improve resiliency and reliability of the transportation system and reduce or mitigate stormwater impacts of surface transportation.

- Task 1.01 (4) - track local member land use developments and comprehensive plans
- Task 1.01 (5) - explore methodologies for use with the 2050 land use scenarios
- Task 1.02 (1-4), Task 2.01(4), and Task 2.02 (2,5) - compile and analyze information about current and future traffic patterns and travel conditions
- Task 1.03 (1), Task 2.01 (4), and Task 2.02 (2) - monitor and map the continuing development of the intermodal regional transportation network, including transit, bicycle and pedestrian trail strategies (network monitoring)
- Task 2.01 (10) - coordinate with regional partners to continue to utilize the 2019 Oklahoma City Metropolitan Area Tree Canopy Study
- Task 2.03 (1-5) - utilize congestion management and intelligent transportation technology to maximize efficient use of the existing transportation system (performance-based planning and management)

10. Enhance travel and tourism.

- Task 2.01 (8,9) - coordinate with ODOT and OTA with regard to statewide transportation network improvements
- Task 2.01 (11,12) and Task 2.04 (6,8-10) - promote regional transit discussion
- Task 2.02 (9-13) and Task 2.04 (1-10) - assess transit needs and promote transit options in ACOG MPO area
- Task 2.05 (3,9), and Task 3.01 (11) - coordinate with partners to promote livability principles, complete streets, healthy communities, and walkability

- Task 2.03 (1-5) - utilize congestion management and intelligent transportation technology to maximize efficient use of the existing transportation system (performance-based planning and management)

Additionally, the ACOG MPO planning process must include the following activities. These responsibilities are carried out through the completion of work program tasks as well.

1. Publish public involvement procedures that support early and continuing involvement of citizens, affected public agencies, transportation agency employees, private providers of transportation, public transit users, freight shippers, and other interested parties in the development of the transportation plans and transportation improvement programs (TIPs).
2. Comply with Title VI of the Civil Rights Act of 1964, the Presidential Order on Environmental Justice, and the State's assurance of nondiscrimination under any program receiving U.S. Department of Transportation (DOT) assistance.
3. Identify actions necessary to comply with the Americans with Disabilities Act of 1990 and applicable U.S. DOT regulations.
4. Provide for the involvement of traffic, rideshare, and parking agencies; airport and port authorities; and appropriate private transportation providers.
5. Provide for involvement of local, state, and federal environmental resource and permit agencies.
6. Include preparation of technical reports to assure documentation of the redevelopment, refinement, and reappraisal of the transportation plan.
7. Develop and maintain a long-range intermodal regional transportation plan that is fiscally constrained and addresses at least a 20-year period.
8. Develop/update a transportation improvement program (TIP) every year in cooperation with the State and public transit operators. The TIP must be fiscally constrained by year and may identify illustrative projects.

## PART 4: ACCOMPLISHMENTS OF FY 2024

### DATA DEVELOPMENT AND COMPREHENSIVE PLANNING

#### Socioeconomic Data, Scenario Planning, and Census Programs

The MPO continued collection of socioeconomic data (land use, population, employment, school enrollment, etc.) for use in the development of the 2050 Metropolitan Transportation Plan (MTP). In addition, residential and commercial building permits since 2020 were collected from member entities to determine the most recent growth trends in the region.

In FY 2024, MPO staff began collecting development and environmental data for use in the 2050 land use scenarios.

The ACOG Areawide Planning and Technical Advisory Committee (APTAC) remains a conduit for regional planning coordination. In FY 2024, the committee was presented information on Watch for Me OK and other active transportation planning efforts, regional population and building permit data, local public transportation advancements, comprehensive planning, regional ozone and air quality planning, Tax Increment Finance districts, professional development, technical assistance, and funding opportunities.

The MPO started to receive 2020 Census products. The 2020 census geographic data for tracts, block groups, and blocks were downloaded from the Census Bureau. Some of this data will be used in the development of the 2050 MTP.

Staff completed 2020 school enrollment and employment, including gathering data for expanded Transportation Management Area (TMA). Staff also collected 2022 American Community Survey (ACS) data and created an updated Environmental Justice (EJ) index layer.

#### Transportation Planning Data

MPO staff continued to work closely with several member entities in an effort to populate the online traffic count database system (TCDS) and mapping service, first procured in FY 2009. The regional traffic count data was utilized by ACOG for a number of planning initiatives including monitoring activities related to the Congestion Management Process, crash analysis, and for response to individual data requests. Along with vehicular traffic counts, the MPO also compiles bicycle and pedestrian count data. Bicycle and pedestrian counts are collected in the spring and fall of each year. ACOG continued to provide funding through the traffic count program for these regional bicycle and pedestrian count collection efforts. ACOG also utilized permanent bicycle and pedestrian counters located around the region to collect non-vehicular count data.

In 2013, the Federal Highway Administration (FHWA) began providing a National Performance Management Research Data Set (NPMRDS) to MPOs and state DOTs. The data set consists of vehicle travel time data on the interstate and non-interstate national highway system (NHS) and was provided to assist MPOs and DOTs with performance management activities, as required by MAP-21 and continued under the current surface transportation legislation. The MPO continues to compile and analyze the data in accordance with performance management regulations. The data set has also been analyzed as part of the congestion management process to help identify congested corridors within the region.

#### Geographic Information Systems

The MPO is uniquely situated to aid member communities with their GIS needs and has the potential to serve as the regional repository for many data sets, foster regional collaboration and improve regional data editing processes. In FY 2024, ACOG renewed its subscription to several online services. Staff continued an ArcGIS Online account, ESRI's online mapping and hosting platform that allows users to create and publish interactive GIS applications. Maps created using ArcGIS Online have been linked to documents and presentations as well as embedded in ACOG's numerous webpages, aiding staff in the dissemination of data. For

instance, interactive maps produced using ArcGIS Online have been used as part of the FY 2024 call for STBG-UZA and Transportation Alternative Program (TAP) projects, as well as the display of regional crash data analysis, data from the Tree Canopy Assessment, and numerous 2045 MTP-related maps. ACOG has continued using ArcGIS Online to provide GIS assistance to member entities, creating maps used by members at city council meetings and other public involvement efforts. Along with ArcGIS Online, ACOG continues to update and maintain its online mapping application.

As with previous years, the MPO provided coordination and assistance in the regional acquisition of aerial imagery and other digital products. The 2024 data will allow the MPO staff to verify land use and transportation project status for the 2050 MTP.

## LONG-RANGE TRANSPORTATION PLANNING

### Metropolitan Transportation Plan - Encompass 2045

On November 18, 2021, the Intermodal Transportation Policy Committee approved Encompass 2045, Central Oklahoma's MTP. Encompass 2045 is a long-term vision for the region's transportation system based upon locally developed goals and strategies. The plan identifies affordable major transportation investments that provide the best transportation solutions to accomplish the region's goals.

There were no Encompass 2045 project amendment requests in FY 2024.

### Metropolitan Transportation Plan - Encompass 2050

In FY 2024, updating the traffic demand model for Encompass 2050 was a high priority. The road network was updated to 2020 to make a more accurate base for the model. More recent origin and destination data by traffic analysis zone was purchased. External station trip data was acquired to determine trips into and out of the TMA. Total trips for the TMA were also calculated and compared with past numbers. Additional traffic counts on most section line roads were also purchased.

### Connected and Autonomous Vehicles

In FY 2024, the MPO continued to focus its attention on connected and autonomous vehicles, mainly by reviewing the latest news and research on the topic. ACOG was also invited to participate in the Driving Oklahoma Workgroup, an initiative established by the Oklahoma Secretary of Transportation to focus on connected and autonomous vehicle implementation within the state. The group continues to meet and share technical knowledge.

## SHORT-RANGE TRANSPORTATION PLANNING

### Monitoring Urbanized Area Funds

The MPO continued coordination with the Oklahoma Department of Transportation and local governments located in the Transportation Management Area concerning distribution, programming, and monitoring of federal Surface Transportation Block Grant - Urbanized Area (STBG-UZA) funds. Area STBG-UZA funds were based on the combined Census 2020 populations of the Oklahoma City and Norman Urbanized Areas per Sec. 6016 of the FAST Act. Project sponsors continue to submit projects through ACOG's electronic TIP (known as ProjectTracker).

The updated and adopted *Surface Transportation Block Grant (STBG) Procedures for the Oklahoma City Urbanized Area Funds* and *Criteria and Process for Evaluation of STBG-UZA Projects* continued to serve as the MPO's policy for selecting project priorities using urbanized area funds. The STBG Procedures allow entities within the TMA boundary to apply for STBG-UZA funding. In FY 2020, ACOG's Technical and Policy committees approved a 10 percent cap on all stand-alone bicycle and pedestrian-related projects. The committees also approved various changes to the Criteria to ensure consistency with the MPO's goals and objectives. The MPO continued to manage and update the STBG-UZA Project Scoring Criteria

Dashboard—an ArcGIS Online Dashboard where entities can score and submit projects for STBG-UZA funding consideration.

The Criteria and Process for Evaluation is assessed annually to ensure project scoring best meets the needs and priorities of the region.

### Federal Functional Classification System

The MPO continued to review potential requests by member entities to amend the Federal Functional Classification System to reflect local needs and priorities. Any MPO recommendations were forwarded to ODOT for review and final action by the Federal Highway Administration.

### Transit Operations

Transit services within the Central Oklahoma TMA continued to be provided through three urban transit systems. The EMBARK bus system, operated by the Central Oklahoma Transportation and Parking Authority (COTPA), serves the Oklahoma City Urbanized Area, with service to Midwest City, Spencer, and Warr Acres; Citylink, operated by McDonald Transit, serves the City of Edmond in the northern portion of the Oklahoma City Urbanized Area; and the City of Norman, operated by EMBARK, serves the Norman Urbanized Area. The 2020 Census maintained separate urbanized Area (UZA) designations for the Oklahoma City and Norman UZAs, and both are designated recipients for FTA Sec. 5307 funds. In FY 2019, the University of Oklahoma administration decided to provide transit services on campus, but not in the community. CART's transition to a new, smaller service area began on July 1, 2019. The City of Norman continues to maintain the remaining Norman routes through a partnership with EMBARK.

Rural transit service was provided by First Capital Trolley, Central Oklahoma Community Transit System (COTS), Delta Public Transit, Washita Valley Transit, and Red River Transportation Service.

The MPO, COTPA, City of Norman Transit, Edmond Citylink, Oklahoma City Planning, and ODOT staff members met quarterly throughout FY 2024 to coordinate on regional planning and transit activities. The MPO continued to monitor changes and updates to regional transit networks, collect monthly ridership data, track the development of Transit Asset Management (TAM) performance measures, and assist transit providers with data analysis.

### Enhancements and Bicycle/Pedestrian Facilities

In FY 2024, the twentieth annual National Bike Month campaign in the ACOG TMA area was held during the month of May. ACOG planned a bicycle festival, known as BikeFest, to kick off Bike Month. BikeFest is a family friendly festival that celebrates bicycling for transportation, recreation, and health. This event typically features local bike shops, community organizations, and activities like free spin classes and bicycle maintenance demonstrations. Unfortunately, BikeFest 2024 was cancelled due to the weather.

Bike to Work Week was held from May 13 - 19, with Bike to Work Day on May 17. The communities of Edmond, Norman, Oklahoma City, and Yukon hosted Bike to Work Day events. All ACOG communities are encouraged to participate. The Bike to Work Day webpage was updated on the ACOG website to notify residents about all the events held in May.

In May 2021 the ACOG Board of Directors adopted the Regional Active Transportation Plan. This plan combined the previous Bicycle Plan and Pedestrian Plan into once comprehensive active transportation plan for the region. This plan includes a series of long-term goals and objectives that form the basis for recommendations and prioritization. Priority areas and corridors are identified, along with several implementation strategies and recommendations to help the region achieve a robust active transportation network.



The MPO's Active Transportation Advisory Committee (ATAC), formerly the Bicycle-Pedestrian Advisory Committee (BPAC), continues to disseminate regional bike, pedestrian, transit, and micromobility information and coordinate regional trails development. Among the presentations given to the committee over the past year include presentations on bike/pedestrian counts, bicycle and pedestrian master planning, updates on the Watch for Me OK bicycle and pedestrian safety campaign, Regional Safety Action Plan, Transportation Alternatives Program grants, Air Quality Small Grant program, bike month planning, and training and grant opportunities.

### Performance Based Planning Process

As part of Encompass 2045, the MPO analyzed a list of performance measures to monitor and evaluate the effectiveness of transportation investment in the region. Federally required performance measures as well as measures focusing on local priorities were included in the document. In March 2018, MPO staff set targets for the first set of measures centered on the safety of the transportation system in coordination with ODOT, OHSA, and FHWA. In FY 2019, staff set targets, in coordination with ODOT, for the nine remaining performance measures for bridge and pavement condition, as well as system performance. The targets were approved by the Technical and Policy Committees in October 2018. ACOG committees also approved updated safety targets (which are set annually) in March 2023. In 2020, ACOG prepared the 'Transportation System Performance Report: Performance Measure Targets and Monitoring.' This report identifies trends and associated targets for each regional and federal performance measure in the MTP.

### Recurring Congestion and Congestion Management Process

The ACOG MPO is continually looking for opportunities to increase the efficiency of the existing transportation system. In FY 2017, MPO adopted a new congestion management process (CMP) for the region, in coordination with the 2040 MTP. The CMP update utilized newly available data to quantitatively evaluate the regional transportation system and identify congested corridors. The CMP also includes a set of performance measures to be evaluated on a routine basis, which allows for ongoing monitoring of identified congested corridors and the employed strategies.

In FY 2024, several projects and strategies were implemented to alleviate congestion problems in the TMA. The strategies included traffic operation improvements such as intersection modification, signalization and channelization, deployment of Intelligent Transportation Systems related infrastructure, interchange improvements, and improved bus service.

### Non-Recurring Congestion and Traffic Incident Management (TIM)

Non-recurring congestion and traffic incidents make up a large portion of the ACOG MPO area congestion. Current surface transportation legislation prescribes that incident caused congestion mitigation to be a part of the overall CMP, thus bringing emphasis not only to overall travel time, but also to travel time reliability.

MPO staff continued their involvement with the statewide Traffic Incident Management (TIM) coalition and ACOG hosts the quarterly Statewide Transportation Innovation Council (STIC), which is organized by ODOT and FHWA.

The MPO also continued its involvement in the areawide collaboration associated with the regional snow routes system. Staff maintained contact with MPO entities in order to make sure that the regional snow routes were still accurate and that associated maintenance activities were being carried out as documented. The regional snow routes map is distributed to member entities, posted to social media, and shared with local media outlets.

### Intelligent Transportation Systems

The MPO continued, in close coordination with the Oklahoma Department of Transportation (ODOT), to realize its vision for Intelligent Transportation Systems (ITS) within the MPO area.



ODOT completed their update to the Statewide ITS Plan and included some future coordination with ACOG. In FY 2024, ACOG awarded STBG-UZA funding to a major ITS infrastructure project in the City of Edmond, further implementing the Regional ITS Plan.

### Safety Conscious Planning

The MPO is committed to providing a safe environment for the traveling public and has a track record of considering safety as an important factor in the development of the Transportation Improvement Program and the long-range transportation plan.

The MPO coordinated with ODOT and public safety officials in the collection and analysis of traffic crash data and the setting regional safety targets. In June 2020, the MPO completed the ACOG Regional Crash and Safety Report. In this report, staff performed various crash analyses to identify high crash locations throughout the MPO area.

Additionally, MPO staff attended coordination meetings with ODOT and statewide stakeholders regarding creation of the State Highway Safety Plan (SHSP).

### Watch for Me OK

ACOG applied for and was awarded another year of funding from the Oklahoma Highway Safety Office (OHSO) Highway Safety Grant. The grant focuses on increasing the overall visibility of pedestrian and bicyclist safety issues through public service messages and community engagement efforts, such as special events and partnerships. The program also provides educational materials to area leaders such as government staff, pedestrian and bicycle advocates, city planners, law enforcement agencies, engineers, public health professionals, the media, influencers, elected officials, parents, and educators. The goal of this campaign is to reduce the total number of pedestrian and bicycle crashes and fatalities in Central Oklahoma.

October 2023 was ACOG's first (?) commemoration of Pedestrian Safety Month. The goal of Pedestrian Safety Month was to increase awareness specifically around pedestrian safety issues, like Bike Month. Efforts included sharing safety messages and items at several community Halloween events, hosting a documentary showing, and sponsoring a local 5k. Additionally, extra messaging campaigns were planned and executed across different mediums such as radio, social media, and Spotify.

Watch for Me OK continues to expand its messaging reach and capacity in partnership with a PR consultant. With a monthly reach in the 100s of thousands of accounts across different mediums there is great opportunity to educate, inform, and empower Central Oklahomans on how to keep themselves and others safe when traveling.

### Regional Safety Action Plan

In January 2024, ACOG was awarded a Safe Streets and Roads for All (SS4A) federal grant to develop a Regional Safety Action Plan (RSAP). The plan will establish a policy framework, identify priority areas, and recommend evidence-based implementation strategies for the region to ultimately reduce crashes, injuries, and deaths throughout the region and make the roads safer for all.

ACOG issued an RFP for a consultant to complete the plan and ultimately awarded a contract to Kimley-Horn. A contract was executed with Kimley-Horn with plans to complete all work by December 2024. The final RSAP will be complete and adopted in November 2024. The cities of Guthrie and Oklahoma City are completing more detailed, city-specific plans, so ACOG is coordinating closely with both municipalities.

Throughout the first half of 2024, ACOG and Kimley-Horn have completed many tasks associated with the development of the RSAP. ACOG staff assembled the RSAP Planning Team comprised of area planners, engineers, and other stakeholders. Two of the six planned meetings were held in early 2024 with agendas including items such as project overview presentation, mission statement development exercise, and a crash analysis overview.

On February 28, 2024, ACOG and the City of Oklahoma City held a joint Regional Safety Summit at the Ronald J. Norick Downtown Library. This collaborative summit was a chance to engage community leadership, elected officials, and other stakeholders to discuss transportation safety through policy, education, and infrastructure.

ACOG staff and consultants began public outreach for the planning process. A project-specific website was developed, two online surveys were released, and a booth was present at a Norman farmer's market. ACOG staff presented about the RSAP at the Oklahoma Bike Summit and ODOT's Safe Oklahoma Summit. Throughout the remainder of 2024, additional pop-up events and public workshops will be held to gain more feedback on regional safety concerns.

### Freight and Intermodal Transportation Planning

The MPO stayed apprised of the state-led Commercial Vehicle Operations (CVO) activities, as well as the ongoing Commercial Vehicle Information Network System (CVISN) planning and deployment.

## AIR QUALITY

### Air Quality Monitoring and Planning

The MPO continued to work with the Air Quality Division of the Oklahoma Department of Environmental Quality (ODEQ) on monitoring and evaluating ground-level ozone (O<sub>3</sub>) and particulate matter (PM<sub>2.5</sub> & PM<sub>10</sub>) levels in Central Oklahoma.

In October 2015, EPA revised the primary and secondary ozone standard levels to 0.070 parts per million (ppm), and retained their indicators (O<sub>3</sub>), forms (fourth-highest daily maximum, averaged across three consecutive years) and averaging times (eight hours). EPA's panel of science advisors, the Clean Air Scientific Advisory Committee (CASAC) had recommended to EPA that 60 parts per billion (ppb) be the lower limit of the range in June 2014. In December 2017, all seventy-seven counties in Oklahoma were designated 'Attainment/Unclassifiable.'

The Oklahoma City MSA had a design value of 0.071 in 2023.

The Oklahoma Department of Environmental Quality (ODEQ), Air Quality Division, in collaboration with the Association of Central Oklahoma Governments (ACOG), formally submits an Oklahoma City Metropolitan area path forward letter as required by participation in the EPA's Ozone Advance program. This is a "living" document and will be updated as programs are added or evolve. The document includes a list of Ozone Advance initiatives and ongoing programs for the Oklahoma City Metropolitan Statistical Area (MSA), comprised of Canadian, Cleveland, Grady, Lincoln, Logan, McClain, and Oklahoma counties, for which reports are provided to EPA on an annual basis. The Oklahoma City MSA report was submitted to EPA in May 2021.

On March 7, 2023, ACOG released a Request for Proposals for a Regional Air Quality Plan for the eight county Oklahoma City Metro area. As a follow-up to the Cost of Nonattainment Study that was completed in 2022, the Regional Air Quality Plan will provide a roadmap of how Central Oklahoma can remain in-attainment with the National Ambient Air Quality Standards (NAAQS). The proposed Plan is one of the recommended actions that addresses the ACOG Board's 2022 Air Quality Regional Vision Statement: "Continue to lead the effort to maintain the OKC Metropolitan area in attainment of EPA's NAAQS, which includes ozone, particulate matter (PM) standards, and support regional approaches to greenhouse gas emissions (GHG) reduction strategies." Work on the plan began in July 2023 and is expected to be completed and published in late 2024.

In May 2023, ACOG submitted an application to the EPA Climate Pollution Reduction Grant (CPRG) program and in September of 2023, ACOG was awarded \$1 million for the planning grant. The CPRG provides grants to local governments and tribes to develop and implement plans for reducing greenhouse gas emissions and other harmful air pollution. The \$1 million

planning grant will then allow for Central Oklahoma communities to compete for over \$4 billion in Inflation Reduction Act (IRA) EPA emissions reductions funding opportunities, potentially for transportation-related projects.

March 2024, ACOG submitted its Priority Action Climate Plan (PCAP) which is a detailed plan that provides a baseline of greenhouse gas emissions, projects to reduce emissions, and estimates of how the projects will reduce emissions. April 2024, ACOG submitted a request for \$49 million for CPRG implementation projects.

### Air Quality Public Awareness Campaign

The MPO continued administration of a comprehensive public education program on air quality and its requisite impacts on regional health, the economy and quality of life, including its effect on the transportation sector. The program has been funded primarily from Congestion Mitigation Air Quality (CMAQ) funds provided by the Oklahoma Department of Transportation (ODOT).

Social media and online platforms remain essential tools in raising awareness about Central Oklahoma's air quality. Social media such as Twitter and Facebook are cost-efficient methods of reaching wide audiences. Constant Contact is utilized to send email notifications of Ozone Alert Day declarations. In 2018, the MPO added a Spanish language translation for the Ozone Alert message. A text alert option launched in Spring 2019 and a new campaign 'Get in the #KNOWZONE' was launched in Spring 2020.

### Public Fleet Conversion Grant Program

Congestion Mitigation and Air Quality (CMAQ) funds assigned to the ACOG MPO area provided funding for projects that entail fleet conversion to clean fuel technologies, the purchase of alternative fuel vehicles and hybrid vehicles, and/or the deployment of alternative fuel vehicle fueling and charging infrastructure. ACOG MPO member entities, public trusts and public authorities providing essential services to ACOG MPO member entities, public colleges and universities, public technical education centers, and public school districts located principally within the ACOG MPO boundary were eligible to participate.

The MPO issued a call for competitive project applications under its FY 2024 Public Fleet Conversion Grants process in August 2023 and nine projects were awarded. City of Nichols Hills, City of Mustang, City of Norman, Oklahoma Municipal Power Authority, City of Oklahoma City, University of Oklahoma, Oklahoma City Zoo, Oklahoma County and City of Edmond were awarded funding to defray costs related to the purchase of new compressed natural gas (CNG) vehicles, electric vehicles and electric vehicle (EV) charging infrastructure. Funding for new alternative fuel vehicles, hybrid vehicles and advanced technology vehicles was limited to the incremental cost of those vehicles and required a minimum 20 percent local cost share with maximum 80 percent federal share. Grantees are required to remove older vehicles to be replaced by the purchase of new alternative fuel vehicles. Alternative fuel charging and fueling infrastructure also required a minimum 20 percent local share.

### Electric Vehicle Adoption

The MPO through the Central Oklahoma Clean Cities program has prioritized electric vehicle charging station planning and technical assistance to take advantage of public and private sector investment in transportation electrification.

Oklahoma now has the fourth most electric vehicle fast charging stations (per capita) in the United States and in 2021 had the largest increase in EV sales as a percentage of light duty vehicle sales.

The MPO, through the Central Oklahoma Clean Cities program administers the Oklahoma Electric Vehicle Coalition, an informal working group of stakeholders addressing EV adoption opportunities and barriers.

## Air Quality Small Grant Program

In 2014, the MPO launched a one-year pilot grant program to use CMAQ funds for small active transportation infrastructure and public education programs for the betterment of regional air quality. Based on feedback from member communities, ACOG relaunched the program in 2018, focusing on small transportation infrastructure projects and congestion relief efforts. Since 2018, 21 projects have been awarded funding through a competitive grant process. Awarded projects in FY 24 include sidewalks, bicycle lanes, and wayfinding from Edmond, Oklahoma City, Norman, Mustang, and Midwest City.

## SPECIAL PROJECTS

### Urban Tree Canopy Study

In 2019, ACOG partnered with the Oklahoma City Community Foundation (OCCF) and the Oklahoma Forestry Service on a regional tree canopy study. The study analyzed the urban tree canopy in Central Oklahoma and provided each agency with data to make informed decisions regarding various projects and programs. In 2023, ACOG began planning with OKC Beautiful, OCCF, and the Oklahoma Forestry Service, among other partners, on the development of an Urban Forestry Master Plan, which will build upon the 2019 Oklahoma City Metropolitan Area Tree Canopy Study. Work on the Urban Forestry Master Plan is anticipated to begin in the fall of 2024.

### Regional Transportation Authority

For over ten years, ACOG helped guide regional commuter rail studies. In February 2019, six communities (Del City, Edmond, Midwest City, Moore, Norman, and Oklahoma City) signed a trust indenture officially forming the Regional Transportation Authority (RTA) of Central Oklahoma. ACOG continued to provide administrative, technical, and legal support to the newly formed organization until February 2020, when COTPA began providing administrative support for the organization. ACOG has continued to monitor and promote a regional commuter rail service and enhanced bus options.

### Cost of Nonattainment Study/Regional Air Quality Plan

In FY 2022, ACOG completed a study on the potential regional economic impacts of an Environmental Protection Agency (EPA) ozone nonattainment designation. The analysis focused on the cost of regulatory requirements of a nonattainment designation including transportation conformity, facility emissions reductions, and an economic impact analysis. A Scoping Report was released in May 2020 and a full report was released in June 2022.

In FY 2023, staff developed a scope of work for a Regional Air Quality Plan. The purpose of the plan is to set goals and strategies for new and expanded emissions reductions efforts to keep the region in attainment of the NAAQS. An RFP for the plan was released on March 7, 2023, with the project expected to be completed in FY 2025.

## TRANSPORTATION SERVICES FOR THE ELDERLY AND PERSONS WITH DISABILITIES

As required by the Americans with Disabilities Act, COTPA, City of Norman Transit, and Citylink provide paratransit services for Central Oklahoma's with a qualifying disability. ACOG, COTPA, the City of Norman, and Citylink continue to be involved in efforts to improve transportation choices for persons with disabilities and persons with low/moderate income.

### Title VI/ADA

ACOG continued to include an accommodation statement (inclusive of all disabilities) on its monthly agendas as well as an email address specifically for Title VI and ADA inquiries and complaints. ACOG maintained its website with all available Title VI, ADA, PPP, and EJ documents and forms. An accessibility plug-in called Userway is utilized on the ACOG

website which includes functions such as larger text, dyslexia friendly text, and contrasting colors.

## PROGRAM SUPPORT AND ADMINISTRATION

### Transportation Improvement Program

In FY 2018, ODOT, Oklahoma's MPOs, and FHWA coordinated to revise the STIP/TIP development procedures to ensure that the MPOs' and ODOT's transportation plans are updated every two years instead of three. Complying with the updated procedures, ACOG began developing a new TIP in FY 2023—the FFY 2024 - 2027 Transportation Improvement Program (TIP)

The FFY 2024-2027 TIP identified the region's priorities for expenditure of federal-aid transportation funds within the MPO area and incorporated transportation projects selected during the FY 2023 Call for Projects for STBG-UZA funding. The TIP document also incorporates language to reflect the federal performance-based planning and programming requirements. The FFY 2024-2027 TIP will go into effect in October 2023, after approval by ODOT and FHWA.

The FFY 2022-2025 Transportation Improvement Program, active until October 2023, was amended during FY 2023 to reflect local projects. For each amendment, financial constraint was maintained, and opportunity for public comment was provided. All amendments were adopted by the MPO and submitted to ODOT for approval and amendment of the STIP.

MPO staff continued to implement 'ProjectTracker,' an electronic Transportation Improvement Program system, or database, for electronic submission of STBG project applications and project monitoring. ODOT has adopted a similar system for state-sponsored projects.

### Public Involvement Program

The *ACOG Public Participation Plan (PPP)* guided public involvement activities related to the Metropolitan Transportation Plan, the Transportation Improvement Program, and other transportation planning activities.

The MPO continued to utilize media releases, newsletters, and e-news releases distributed to ACOG's social media suite. During the development of Encompass 2045, staff created a Stakeholder Advisory Group to inform and receive feedback on the MTP. Staff provided information to stakeholders and the public about the transportation planning process through ACOG's website, blog, social media, virtual engagement events, and online surveys. The MPO utilized visualization techniques in all presentations, including PowerPoint presentations, maps, charts, pictures, and other graphics. MPO staff continued their involvement in several regional outreach events, including OKSCAUG, and National Bike Month/Bike to Work Day.

### MPO Coordination

In FY 2024, MPO staff attended the MPO Quarterly Coordination meetings and State Transportation Innovation Council, organized by ODOT. MPO staff also coordinated with ODOT on the Road User Charge Task Force, National Electric Vehicle Infrastructure program, Alternative Fuel Corridor nominations, Oklahoma Active Transportation Plan, , and ACOG awarded transportation project delivery.

### Transportation Management Area Boundary Analysis

In FY 2023, ACOG staff completed the Transportation Management Area (TMA) Boundary Analysis. Based on the 2020 Census data, MPO staff recommended leaving the TMA boundary as is, without expanding to include additional areas. The results of the study were presented to the ACOG MPO Technical and Policy Committees for review. On April 27, 2023, the ACOG MPO Policy Committee voted to add portions of Canadian County, including the cities of El Reno, Union City, and a part of Calumet, to the ACOG MPO Transportation Management Area (TMA).

### Quadrennial Certification Review

MPO staff completed the **seventh** joint evaluation of the Central Oklahoma transportation planning process, conducted by FHWA and FTA, in October 2020. In FY 2021, FHWA and FTA issued their final report jointly certifying that the transportation planning process substantially meets the requirements of 23 CFR Part 450.336. The eighth Quadrennial Certification Review of the ACOG MPO is anticipated for fall 2024.

### Technical Assistance

The MPO continues to provide considerable technical assistance to its member local governments, private consultants working for local staff, other agencies, non-profits, and the public



## PART 5: FY 2025 UNIFIED PLANNING WORK PROGRAM BUDGET

The Federal Highway planning transportation funds are provided at an 80 percent federal share. A local share of 20 percent must be provided in order to leverage these federal funds. This local non-federal match can provide a heavy burden on ACOG MPO members. Since 2007, ACOG MPO members have been allowed to use ODOT staff time as non-federal match. The staff time is for transportation work completed by ODOT in the ACOG MPO area. The non-federal match information can be found on Table 5-2.

### FY 2025 UPWP

TABLE 5-1a  
EXPECTED PLANNING FUNDS

Funding Sources	Allocation	Match	Total
FHWA (PL)	\$2,398,625	\$599,658	\$2,998,283
FHWA (SS4A)	\$96,000	\$24,000	\$120,000
FTA 5303	\$1,039,251	\$247,500	\$1,286,751
FTA 5307	\$455,463	\$113,866	\$569,329
ODOT (FHWA-SPR)	\$40,000	\$0	\$40,000
LOCAL	\$0	\$0	\$0
<b>GRAND TOTAL</b>	<b>\$4,029,339</b>	<b>\$985,024</b>	<b>\$5,014,363</b>

TABLE 5-1b  
PLANNING FUND DISTRIBUTION

Source	ACOG	OKC TM	NORMAN & COTPA & CITYLINK	SUB. ENT.	ODOT	TOTAL
FHWA (PL)	\$2,217,665	\$134,760	\$0	\$46,200	\$0	\$2,398,625
FHWA (SS4A)	\$96,000	\$0	\$0	\$0	\$0	\$96,000
FTA 5303	\$49,251	\$0	\$990,000	\$0	\$0	\$1,039,251
FTA 5307	\$0	\$0	\$455,463	\$0	\$0	\$455,463
ODOT (FHWA-SPR) **	\$0	\$0	\$0	\$0	\$40,000	\$40,000
LOCAL TRANSIT	\$0	\$0	\$361,366	\$0	\$0	\$361,366
LOCAL ACOG	\$578,418	\$0	\$0	\$0	\$0	\$578,418
LOCAL ENTITIES	\$0	\$33,690	\$0	\$11,550	\$0	\$45,240
ODOT ITS FUNDING	\$0	\$0	\$0	\$0	\$0	\$0
<b>GRAND TOTAL</b>	<b>\$2,941,334</b>	<b>\$168,450</b>	<b>\$1,806,829</b>	<b>\$57,750</b>	<b>\$40,000</b>	<b>\$5,014,363</b>

OKC TM = Oklahoma City Traffic Management

COTPA = Central Oklahoma Transportation and Parking Authority

Norman = Norman Transit

SUB.ENT.= Choctaw, Edmond, Midwest City, Moore, and Norman

LOCAL = PL/FTA/CMAQ

\*\* ODOT and FHWA State Planning & Research (SPR) funding for Transportation Planning Assistance



**TABLE 5-2**  
**FY 2025 UPWP**  
**ACOG PARTICIPATION**

No.	Task Description	FEDERAL FUNDS					LOCAL MATCH					TOTAL FUNDS			ACOG Subtotal
		FHWA-PL (80%)	FTA 5303 (80%)	SS4A (80%)	Total Federal (80%)	FHWA-PL Total	FHWA-PL (20%)	FTA 5303 (20%)	SS4A (20%)	ODOT FHWA PL Local	Total Local	FHWA-PL	FTA 5303	SS4A	
101	Monitor Soec. Data	\$111,751			\$111,751	\$111,751	\$27,938			\$27,938	\$27,938	\$139,689			\$139,689
102	Trans. Planng. Data	\$119,842			\$119,842	\$119,842	\$29,961			\$29,961	\$29,961	\$149,803			\$149,803
103	Census & GIS	\$128,216			\$128,216	\$128,216	\$32,054			\$32,054	\$32,054	\$160,270			\$160,270
	Subtotal	\$359,809			\$359,809	\$359,809	\$89,953			\$89,953	\$89,953	\$449,762			\$449,762
201	Long Range Plan	\$253,517			\$253,517	\$253,517	\$63,379			\$63,379	\$63,379	\$316,896			\$316,896
202	Short Range Plan	\$59,718			\$59,718	\$59,718	\$14,930			\$14,930	\$14,930	\$74,648			\$74,648
203	Congestion Mgt	\$667,417		\$96,000	\$763,417	\$667,417	\$166,854		\$24,000	\$166,854	\$190,854	\$834,271		\$120,000	\$954,271
204	E and D Plan		\$49,251		\$49,251		\$0	\$12,313		\$0	\$12,313		\$61,564		\$61,564
205	Air Quality*	\$390,600			\$390,600	\$390,600	\$97,650			\$97,650	\$97,650	\$488,250			\$488,250
	Subtotal	\$1,371,252	\$49,251	\$96,000	\$1,516,503	\$1,371,252	\$342,813	\$12,313	\$24,000	\$342,813	\$379,126	\$1,714,065	\$61,564	\$120,000	\$1,895,629
301	Citizen Participation	\$40,087			\$40,087	\$40,087	\$10,022			\$10,022	\$10,022	\$50,109			\$50,109
	Subtotal	\$40,087			\$40,087	\$40,087	\$10,022			\$10,022	\$10,022	\$50,109			\$50,109
401	Certification/Coord.	\$137,163			\$137,163	\$137,163	\$34,291			\$34,291	\$34,291	\$171,454			\$171,454
402	Technical Assist.	\$16,391			\$16,391	\$16,391	\$4,098			\$4,098	\$4,098	\$20,489			\$20,489
	Subtotal	\$153,554			\$153,554	\$153,554	\$38,389			\$38,389	\$38,389	\$191,943			\$191,943
501	Staff Training	\$38,909			\$38,909	\$38,909	\$9,727			\$9,727	\$9,727	\$48,636			\$48,636
502	Annual Report/Doc.	\$78,472			\$78,472	\$78,472	\$19,618			\$19,618	\$19,618	\$98,090			\$98,090
	Subtotal	\$117,381			\$117,381	\$117,381	\$29,345			\$29,345	\$29,345	\$146,726			\$146,726
601	Direct Proj.Mgt.	\$175,582			\$175,582	\$175,582	\$43,896			\$43,896	\$43,896	\$219,478			\$219,478
	Subtotal	\$175,582			\$175,582	\$175,582	\$43,896			\$43,896	\$43,896	\$219,478			\$219,478
	<b>Total</b>	\$2,217,665	\$49,251	\$96,000	\$2,362,916	\$2,217,665	\$554,418	\$12,313	\$24,000	\$554,418	\$590,731	\$2,772,083	\$61,564	\$120,000	\$2,953,647

**TABLE 5-3**  
**FY 2025 UPWP**  
**OKLAHOMA CITY TRAFFIC MANAGEMENT**

No.	Task Description	FEDERAL FUNDS			LOCAL MATCH				TOTAL FUNDS			OKC TM Subtotal
		PL	FTA 5303	FTA 5307	PL	FTA 5303	FTA 5307	Total Local	PL	FTA 5303	FTA 5307	
101	Monitor Soec. Data	0	0	0	0	0	0	0	0	0	0	0
102	Trans. Planng. Data	\$121,000	0	0	\$30,250	0	0	\$30,250	\$151,250	0	0	\$151,250
103	Census & Geo. In. Sys	0	0	0	0	0	0	0	0	0	0	0
Subtotal		\$121,000	0	0	\$30,250	0	0	\$30,250	\$151,250	0	0	\$151,250
201	Long Range Plan	0	0	0	0	0	0	0	0	0	0	0
202	Short Range Plan	0	0	0	0	0	0	0	0	0	0	0
203	Congestion Mgt	0	0	0	0	0	0	0	0	0	0	0
204	E and D Plan	0	0	0	0	0	0	0	0	0	0	0
205	Air Quality	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
301	Citizen Part. System	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
401	Certification/Coord.	0	0	0	0	0	0	0	0	0	0	0
402	Technical Assist.	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
501	Staff Training	\$7,680	0	0	\$1,920	0	0	\$1,920	\$9,600	0	0	\$9,600
502	Annual Report/Doc.	\$6,080	0	0	\$1,520	0	0	\$1,520	\$7,600	0	0	\$7,600
Subtotal		\$13,760	0	0	\$3,440	0	0	\$3,440	\$17,200	0	0	\$17,200
601	Direct Proj.Mgt.	0	0	0	0	0	0	0	0	0	0	0
Subtotal		0	0	0	0	0	0	0	0	0	0	0
<b>Total</b>		<b>\$134,760</b>	<b>0</b>	<b>0</b>	<b>\$33,690</b>	<b>0</b>	<b>0</b>	<b>\$33,690</b>	<b>\$168,450</b>	<b>0</b>	<b>0</b>	<b>\$168,450</b>

**TABLE 5-4  
FY 2025 UPWP  
COTPA**

No.	Task Description	Federal Funds				Local Match				Total Funds			
		FTA 5307-Staff	RAISE-Studies*	FTA 5303	TOTAL	5307-Staff	RAISE -Studies*	FTA 5303	TOTAL	FTA 5307-Staff	RAISE-Studies*	FTA 5303	TOTAL
101	Monitor Socioeconomic Data	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
102	Trans. Planning Data	\$ 17,971			\$ 17,971	\$ 4,493	\$ -	\$ -	\$ 4,493	\$ 22,464	\$ -	\$ -	\$ 22,464
103	Census & Geo. In. Sys.	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 17,971	\$ -	\$ -	\$ 17,971	\$ 4,493	\$ -	\$ -	\$ 4,493	\$ 22,464	\$ -	\$ -	\$ 22,464
201	Long Range Plan	\$ 74,515	\$ 5,840,000		\$ 5,914,515	\$ 18,629	\$ 1,460,000	\$ -	\$ 1,478,629	\$ 93,144	\$ 7,300,000	\$ -	\$ 7,393,144
202	Short Range Plan	\$ 294,865		\$ 890,000	\$ 1,184,865	\$ 73,716	\$ -	\$ 222,500	\$ 296,216	\$ 368,581	\$ -	\$ 1,112,500	\$ 1,481,081
203	Congestion Mgt	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
204	E and D Plan	\$ 41,567			\$ 41,567	\$ 10,392	\$ -	\$ -	\$ 10,392	\$ 51,959	\$ -	\$ -	\$ 51,959
205	Air Quality	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 410,947	\$ 5,840,000	\$ 890,000	\$ 7,140,947	\$ 102,737	\$ 1,460,000	\$ 222,500	\$ 1,785,237	\$ 513,684	\$ 7,300,000	\$ 1,112,500	\$ 8,926,184
301	Citizen Part. System	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
401	Certification/Coord.	\$ 24,928			\$ 24,928	\$ 6,232	\$ -	\$ -	\$ 6,232	\$ 31,160	\$ -	\$ -	\$ 31,160
402	Technical Assist.	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 24,928	\$ -	\$ -	\$ 24,928	\$ 6,232	\$ -	\$ -	\$ 6,232	\$ 31,160	\$ -	\$ -	\$ 31,160
501	Staff Training	\$ 1,617			\$ 1,617	\$ 404	\$ -	\$ -	\$ 404	\$ 2,021	\$ -	\$ -	\$ 2,021
502	Annual Report/Doc.	\$ -			\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ 1,617	\$ -	\$ -	\$ 1,617	\$ 404	\$ -	\$ -	\$ 404	\$ 2,021	\$ -	\$ -	\$ 2,021
601	Direct Proj.Mgt.	\$ -		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Subtotal		\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
<b>Total</b>		\$ 455,463	\$ 5,840,000	\$ 890,000	\$ 7,185,463	\$ 113,866	\$ 1,460,000	\$ 222,500	\$ 1,796,366	\$ 569,329	\$ 7,300,000	\$ 1,112,500	\$ 8,981,829

**TABLE 5-5**  
**FY 2025 UPWP**  
**City of Norman (CON)**

No.	Task Description	FEDERAL FUNDS			LOCAL MATCH			TOTAL FUNDS		
		FTA 5303	FTA 5307	Total FTA	FTA 5303 Local	5307 Local	Total Local	FTA 5303	FTA 5307	CON
101	Monitor Socio. Data	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
102	Trans. Planning Data	\$20,000	\$0	\$20,000	\$5,000	\$0	\$5,000	\$25,000	\$0	\$25,000
103	Census & GIS	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
Subtotal		\$20,000	\$0	\$20,000	\$5,000	\$0	\$5,000	\$25,000	\$0	\$25,000
201	Long Range Plan	\$20,000	\$0	\$20,000	\$5,000	\$0	\$5,000	\$25,000	\$0	\$25,000
202	Short Range Plan	\$50,000	\$0	\$50,000	\$12,500	\$0	\$12,500	\$62,500	\$0	\$62,500
203	Congestion Mgt	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
204	E and D Plan	\$2,000	\$0	\$2,000	\$500	\$0	\$500	\$2,500	\$0	\$2,500
205	Air Quality	\$2,000	\$0	\$2,000	\$500	\$0	\$500	\$2,500	\$0	\$2,500
Subtotal		\$74,000	\$0	\$74,000	\$18,500	\$0	\$18,500	\$92,500	\$0	\$92,500
301	Citizen Part. System	\$2,000	\$0	\$2,000	\$500	\$0	\$500	\$2,500	\$0	\$2,500
Subtotal		\$2,000	\$0	\$2,000	\$500	\$0	\$500	\$2,500	\$0	\$2,500
401	Certification/Coord.	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
402	Technical Assist.	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
Subtotal		0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
501	Staff Training	\$4,000	\$0	\$4,000	\$1,000	\$0	\$1,000	\$5,000	\$0	\$5,000
502	Annual Report/Doc.	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
Subtotal		\$4,000	\$0	\$4,000	\$1,000	\$0	\$1,000	\$5,000	\$0	\$5,000
601	Direct Proj.Mgt.	0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
Subtotal		0	\$0	\$0	0	\$0	\$0	0	\$0	\$0
<b>Total</b>		<b>\$100,000</b>	<b>\$0</b>	<b>\$100,000</b>	<b>\$25,000</b>	<b>\$0</b>	<b>\$25,000</b>	<b>\$125,000</b>	<b>\$0</b>	<b>\$125,000</b>

**TABLE 5-6**  
**FY 2024 UPWP**  
**SUBURBAN ENTITIES**

No.	Task Description	FEDERAL FUNDS			LOCAL MATCH				TOTAL FUNDS			Suburban Entities Subtotal
		PL	FTA 5303	FTA 5307	PL	FTA 5303	FTA 5307	Total Local	PL	FTA 5303	FTA 5307	
102	Trans. Planning Data											
	Choctaw	\$6,800	0	0	\$1,700	0	0	\$1,700	\$8,500	0	0	\$8,500
	Edmond	\$9,800	0	0	\$2,450	0	0	\$2,450	\$12,250	0	0	\$12,250
	Midwest City	\$6,800	0	0	\$1,700	0	0	\$1,700	\$8,500	0	0	\$8,500
	Moore	\$6,800	0	0	\$1,700	0	0	\$1,700	\$8,500	0	0	\$8,500
	Norman	\$16,000	0	0	4,000	0	0	4,000	\$20,000	0	0	\$20,000
<b>Total</b>		\$46,200	0	0	\$11,550	0	0	\$11,550	\$57,750	0	0	\$57,750

## PART 6: ELEMENT AND TASK DESCRIPTIONS

### ELEMENT #1: DATA DEVELOPMENT AND INFORMATION MANAGEMENT

This element is designed to provide a systematic framework for maintaining, developing, coordinating, integrating, and supporting an areawide urban/regional data management information system. In order to accomplish this, ACOG staff will continue coordination with various federal, state, and local agencies including the U.S. Census Bureau, U.S. Department of Transportation, Environmental Protection Agency, Oklahoma Department of Transportation, Oklahoma Department of Environmental Quality, and Oklahoma Department of Commerce, for acquisition and analysis of socioeconomic, demographic, and transportation data.

This element produces a continuing inventory of land use, demographic, employment, and travel data, as well as transportation and transit facilities to assist with monitoring and analyzing changes within the region.

#### *Tasks Included:*

[1.01 – Demographic/Socioeconomic Data Monitoring](#)

[1.02 – Transportation Planning Data Management](#)

[1.03 – Geographic Information System Improvements and Census Geography](#)

[1.04 – Transportation Planning Assistance – Oklahoma Department of Transportation](#)

## Task 1.01: Demographic/Socioeconomic Data Monitoring

### Background Information

A primary function of the MPO is the calibration and application of a regional land use distribution model for the use in the Metropolitan Transportation Plan (MTP). This requires substantial data inputs including base year and forecast year land use, population, employment, dwelling units, and school enrollment within the ACOG MPO area. The regional population and employment forecasts generated by the land use model are critical to the MPO's ability to plan for future traffic congestion.

On April 27, 2023, the ACOG MPO Policy Committee voted to add portions of Canadian County, including the cities of El Reno, Union City, and a part of Calumet, to the ACOG MPO Transportation Management Area (TMA). FY 2025 tasks related to this expansion include developing base and future year socioeconomic data and developing traffic analysis zones (TAZs).

### Program Objective

Prepare for the 2050 Metropolitan Transportation Plan (MTP).

### Program Activities (all activities to be conducted by ACOG)

1. Collect 2020 base year population data for the newly added portions of ACOG MPO TMA.
2. Complete 2020 base year employment data. Develop base year employment data for the newly added portions of ACOG MPO TMA. Begin developing 2050 employment forecasts.
3. Begin the development of school data for the 2020 base year, which will be used in the development of the 2050 land use scenarios. Begin developing 2050 school enrollment forecasts.
4. Continue updating the present land use to 2020. Track local land use developments and comprehensive plans for CY 2023 and 2024. Collect building permit data for CY 2023 and CY 2024. Develop land use for the newly added portions of ACOG MPO TMA.
5. Explore methodologies for use with the 2050 land use scenarios.
6. Finalize the 2020 Urban Area Boundary analysis. The process included smoothing out geographic irregularities, maintaining administrative continuity, and incorporating fringe areas having residential, commercial, and/or industrial significance, as well as adding portions of Canadian County, including the cities of El Reno, Union City, and a part of Calumet, to the ACOG MPO TMA as desired by the ACOG MPO Policy Committee and ACOG Board of Directors.
7. Provide data, as needed, to project sponsors regarding social, demographic, economic, and environmental impacts of major transportation projects. Assist member communities with the development of local plans and studies.
8. Continue to monitor census products that can be used in model development. Provide census materials and workshops to area members, as needed. Promote annual census programs to members (ACS, BAS). Provide 2020 decennial census products to member entities.



*End Product*

Technical memoranda and reports documenting program activities, including:

- 1.01 (1-4) – 2020 Base Data Report(s)
  - Population
  - Employment
  - School Enrollment
  - Land Use
- 1.01 (6) – Transportation Management Area Boundary Analysis Report

## Task 1.02: Transportation Planning Data Management

### Background Information

Transportation planning data is collected every year and compiled in various transportation files at ACOG. Information is placed in new formats, and programs are revised as needed to allow greater flexibility and broader reviews of the subject matter.

### Program Objective

Collect, maintain, update, and evaluate information that is basic to the transportation planning process regarding current travel and system characteristics, and utilize such information for the assessment of transportation system performance and for forecasting regional travel demand. Data collected is also used to provide a statistical foundation for the identification and prioritization of projects included in the Transportation Improvement Program (TIP).

### Program Activities

#### 1. Traffic Count Program

- a. ACOG will compile traffic counts taken by the Oklahoma Department of Transportation (ODOT), Oklahoma City Traffic Management (OKC TM), and the cities of Edmond, Midwest City, Moore, Norman, and Choctaw on key links on the ACOG MPO model network yearly or on a rotational basis over a two-year period. Annual counts will be collected for a select number of locations. Participating entities will continue to upload volume, speed, and classification data directly into a hosted, central database available online at [acog.ms2soft.com](http://acog.ms2soft.com). Continue to test Streetlight data and compare their traffic counts to locally collected counts.
- b. ACOG will explore the inclusion of seasonal adjustment factors to ensure the reliability of regional traffic count data. Emphasis on sharing traffic count and transportation system data between the various entities as well as the general public will continue. (ODOT, ACOG, OKC Traffic Management, Edmond, Midwest City, Moore, Norman, and Choctaw)
- c. ACOG will collect bicycle and pedestrian counts taken by participating entities and will continue to loan ACOG-owned counters to local municipalities. ACOG will continue to upload regional bicycle and pedestrian count data to the ACOG website.

#### 2. Management Systems (ACOG)

- a. ACOG will continue to work cooperatively with ODOT, affected governmental entities, and private sector groups in the development of the pavement, bridge, and safety management systems, and the congestion management process, as well as the highway performance monitoring system (HPMS).
- b. ACOG will continue to provide traffic counts and lane-width information from the ACOG traffic count database and transportation model to ODOT for the HPMS.
- c. ACOG will continue to maintain its electronic Transportation Improvement Program system (e-TIP), known as ProjectTracker (previously known as eTRACKER), which provides user-friendly, comprehensive, and efficient tools for managing Transportation Improvement Programs (TIP). ACOG will also work with ODOT on the implementation of their electronic Statewide Transportation Improvement Program (e-STIP).

### 3. Travel Time Analysis (ACOG)

- a. Utilize the National Performance Management Research Data Set (NPMRDS) for the Enhanced NHS within Central Oklahoma to monitor and analyze system performance and congestion.
- b. Include Travel Time Analysis results in the performance measure monitoring report completed by ACOG (see Task 2.03).
- c. Continue to access additional sources for speed/travel time data provided by ODOT or purchased by ACOG.

### 4. Transit Database and Network Reporting

- a. COTPA, Norman-Transit, and Citylink will collect and analyze ridership data for directly operated and purchased transportation services monthly; ridership figures will be reported to the National Transit Database (NTD) as required. Ridership data by route will be provided to ACOG annually to assist with modeling efforts. (Citylink, COTPA, Norman-Transit)
- b. COTPA continues to publish and maintain static and LIVE GTFS data feeds to reflect edits and changes made in the transit system for both transit services in Oklahoma City and Norman. Financial data is continually monitored for accurate functional allocation for all reporting modes. (COTPA, Norman-Transit)

#### *End Product*

Computerized database files. Technical memoranda and reports as required, documenting the findings and analysis of data collected under these program activities, including:

- 1.02 (1a) – Traffic Counts Data Collection reports (Choctaw, Edmond, Midwest City, Moore, Norman, Oklahoma City TM)
- 1.02 (1c) – CY 2024 Bicycle and Pedestrian Count Data Collection report
- 1.02 (4) – Annual National Transit Data Reports to FTA (COTPA, Norman-Transit, Citylink)

### Task 1.03: Geographic Information System (GIS) Improvements and Census Geography

#### *Program Objectives*

Maintain an accurate geographic information system (GIS) of all data relevant to the regional transportation planning process, including but not limited to the TMA boundary, street network, transportation projects, functional class, bicycle/pedestrian facilities, crash data, traffic counts, traffic congestion and corridors, parks and open space, administrative boundaries, land use data, parcels, transit routes, and regional snow routes. Provide GIS products and support for members through user friendly and innovative technologies.

#### *Program Activities (all activities to be conducted by ACOG)*

1. Maintain an accurate inventory of transportation planning related geographic data sets using a centralized geodatabase. Develop and apply GIS metadata and other standards.
2. Provide data and maps in multiple formats for requesting entities. Produce maps and data for regional transportation plans and planning efforts.
3. Provide regional coordination and support for GIS data collection and mapping projects.
4. Continue the process of integrating county parcel data with land use data.
5. Provide regional coordination for digital aerial sharing and planning. Start planning for 2025 aerial coordination and collection with local members.
6. Continue exploring and implementing future GIS and mapping capabilities for ACOG and member entities (e.g., ArcGIS Online, Cloud GIS, etc.).
7. Continue publishing transportation mapping products from ACOG's long-range and short-range programs on ArcGIS Online and provide data to ACOG's members as requested.

#### *End Product*

GIS products (data inventories and maps) and aerial photography available for ACOG planning efforts, technical assistance for members, and public access.

### Task 1.04: Transportation Planning Assistance - Oklahoma Department of Transportation (ODOT)

#### *Program Objectives*

The Oklahoma Department of Transportation (ODOT) will provide administrative, technical, and policy guidance and assistance related to the successful completion of the urban transportation planning work activities itemized in this UPWP.

#### *Program Activities (all activities to be conducted by ODOT)*

##### 1. Urban Transportation Planning Process

The Oklahoma Department of Transportation will provide a liaison, maintain information flows, and provide technical assistance for the maintenance of an effective continuous, comprehensive, and cooperative urban transportation planning process in the ACOG MPO area.

##### 2. Computer Support

ODOT's GIS Data Portal and ArcGIS Online systems are available for ACOG to access GIS data collected and maintained by ODOT.

#### *End Product*

Urban transportation planning, technical, and computer support and services for the successful implementation of the FY 2025 UPWP.

## ELEMENT #2: REGIONAL TRANSPORTATION PLANNING

This activity involves the maintenance and refinement of the long-range and short-range transportation planning processes. Work areas include tasks to develop, maintain, and refine the methodology for reevaluation and update of proposed transportation systems and subsystems. Multimodal travel forecasting models and traffic management strategies will be used to improve the system of integrated regional transportation planning. Included is the maintenance of a four-year Transportation Improvement Program (TIP) serving as the short-range implementation tool for the region's long-range, metropolitan transportation plan (MTP).

### *Tasks Included:*

[2.01 - Long-Range Transportation Planning](#)

[2.02 - Short-Range Transportation Planning](#)

[2.03 - System Performance and Congestion Management](#)

[2.04 - Mobility and Public Transportation Planning](#)

[2.05 - Air Quality Planning](#)

## Task 2.01: Long-Range Transportation Planning

### Background Information

The Infrastructure Investment and Jobs Act (IIJA) (P.L. 117-58, also known as the Bipartisan Infrastructure Law or BIL), was signed into law on November 15, 2021, authorizing federal highway, highway safety, transit, and rail programs for five years from federal fiscal year (FFY) 2022 through 2026. Under the law, Oklahoma is expected to receive approximately \$4.6 billion over five years in Federal highway formula funding for highways and bridges, approximately \$29 million in Section 402 formula funding for highway safety programs, \$349 million in transit improvement funding, and \$66 million to support the expansion of an EV charging network in the state. The law also includes competitive grant programs that could bring additional dollars to the state and region.

In the IIJA, metropolitan and statewide transportation planning processes are extended, including the performance-based planning and programming requirements of MAP-21 and the FAST Act. Requirements for long-range metropolitan transportation plans (MTP) and short-term transportation improvement programs (TIP) continue, and public involvement remains a hallmark of the planning process.

Federal guidelines require a continuing, comprehensive, and coordinated (3C) transportation planning process in metropolitan areas and states. The IIJA retained the MAP-21/FAST Act planning factors that must be considered in the development of metropolitan plans and programs. The IIJA also continued the emphasis on financial feasibility and consideration of social and environmental impacts of transportation decisions.

Encompass 2045, the current long-range plan for the ACOG MPO area, was adopted by the ACOG MPO Policy Committee in November 2021. The ACOG MPO area is an air quality attainment area, and therefore the metropolitan transportation plan update for Central Oklahoma is required every five years. Hire a consultant to assist in the development of the 2050 Plan.

### Program Objective

Develop and implement the intermodal long-range transportation plan for the ACOG MPO area in compliance with the requirements of the IIJA and any subsequent federal guidance. Continue data collection and analysis required for the development of the next long-range plan. Develop and enhance modeling tools to accurately estimate and forecast travel patterns.

### Program Activities

1. Ensure compliance with guidance issued by the Federal Transit and Federal Highway Administrations that implements the IIJA and any future surface transportation legislation, particularly regarding metropolitan and statewide planning requirements. (ACOG)
2. Evaluate requests to amend the current long-range, Metropolitan Transportation Plan (MTP) in accordance with the ACOG amendment procedures, current surface transportation legislation requirements, financial constraint, public involvement, and any applicable conformity guidelines promulgated under the 1990 Clean Air Act Amendments. Any proposed amendments to the adopted plan shall include consideration of the planning factors, review of mobility benefits and burdens to different socioeconomic groups, the adopted Public Participation Plan (see Task 3.01), regional performance measures (see Task 2.03), and financial capacity to implement such plan amendments. (ACOG)
3. Finalize 2045 Plan-related reports. (ACOG)
4. Compile and maintain long-range data on roadway, transit, bicycle and pedestrian modes, and on freight movement and airport access within the ACOG MPO area. Evaluate the projects and recommendations included in the 2045 Plan for improving multimodal and intermodal (transit, bicycle, pedestrian, freight movement) travel and goods movement within the ACOG MPO area. (ACOG)



5. Review and evaluate the process and factors that were considered in the development of Encompass 2045 to begin preparing for the 2050 Plan. Create a development timeline for the 2050 Plan. (ACOG)
6. Implement, monitor, and promote the Regional Active Transportation Plan, which evaluates and updates the previous ACOG MPO Bicycle Master Plan and Pedestrian Master Plan. Begin updating to the plan for adoption in CY 2026. (ACOG)

*This task helps fulfill the 2.5 percent Complete Streets Standards and Policies for PL funds requirement (BIL § 11206(b)).*

7. In order to ensure the reliability and responsiveness of forecasting tools, the MPO will continue implementation of a transportation model improvement program (TMIP) to provide for the maintenance of the ACOG MPO model network. ACOG will continue updating the regional travel demand model (TDM), focusing on enhancing the multimodal (transit, bicycle, and pedestrian) component of the existing model. (ACOG)
8. Coordinate with ODOT on possible future plans, including State Highway-Rail Grade Crossing Action Plan, Statewide Rail Plan, Freight Transportation Plan, Strategic Highway Safety Plan, Active Transportation Plan, Carbon Reduction Strategy, and Electric Vehicle Infrastructure Deployment Plan. Share information and assist as needed in processing amendments to the MTP the ACOG MPO TIP, and federal functional classification system. Coordinate with ODOT on their statewide transportation modeling effort. (ACOG, ODOT)
9. Coordinate with the Oklahoma Turnpike Authority (OTA) and track and model, as needed, OTA-sponsored improvements to the regional network. (ACOG)
10. Emerging Transportation System Issues (ACOG)
  - a. Monitor advances in transportation system technology, including but not limited to connected and autonomous vehicles (CAVs), on-demand ride services, unmanned aircraft systems, and flexible goods movement. Staff will assist ACOG MPO transportation committees, local governments, COTPA, Norman-Transit, Citylink, state and federal agencies, and the private sector in preparing for local adoption. ACOG will research the impacts CAVs and other technological changes will have on the transportation system and their impacts on social and economic trends including public safety, workforce development, energy use, and air quality.
  - b. Coordinate with regional partners to continue to utilize the 2019 Oklahoma City Metropolitan Area Tree Canopy Study and integrate data collected during the study into the metropolitan planning process, including: 2050 Plan and land use scenarios, resiliency efforts, livability and complete streets initiatives, and advanced regional air quality analysis and planning. ACOG will continue to provide member communities with access to the tree survey data to assist in local planning efforts. Coordinate with area stakeholders on the update to the 2019 study as well as the creation of an Urban Forestry Master Plan.
  - c. Coordinate with ODOT on development and implementation of potential solutions to long-term transportation system funding gap related to decreasing revenue from fixed excise taxes on motor fuel. Potential solutions identified in ODOT's 2020-2045 Oklahoma Long Range Transportation Plan include: electric vehicle fees, indexing motor fuel taxes to inflation, and VMT fees/Road User Charges (RUC). Coordinate with ODOT on development and implementation of Fair Miles Oklahoma, a statewide RUC pilot project.
11. Long Range Transit Planning (COTPA)
  - a. COTPA Long Range Transit Plan Implementation:
    - Continue to plan for and/or implement smaller-scale elements of the 2001 COTPA Long Range Transit Plan (LRTP). COTPA included updates to the 2001 COTPA

L RTP in the MAPS4 proposition. Staff will begin preparing for an update to the COTPA L RTP in coordination with MAPS, ACOG, RTA, and ODOT. The project is primarily funded by MAPS. The MAPS office will serve as project managers with input from stakeholders. Staff anticipates a project kick off by the end of the fiscal year.

- COTPA will continue the implementation of the “COTPA Five-Year Board Initiatives” adopted on September 2, 2016.

b. COTPA Regional Fixed Guideway Systems Planning

Continue to advance the recommendations of the 2005 Regional Fixed Guideway Study (FGS), through the following efforts:

- Support the RTA’s FGS update and Alternatives Analysis. RTA is working toward locally preferred alternatives on the Edmond to Norman, Tinker, west, and Airport corridors. The alternatives analysis process for the west and airport corridors should be complete in CY2024. Staff will support RTA’s effort to explore various potential funding mechanisms and opportunities.
- Continue to implement the enhanced bus element of the 2005 Fixed Guideway Study’s 2030 System Plan, as modified by the findings of the 2013 Nelson Nygaard Transit Services Analysis (TSA) and 2021 Comprehensive Operational Analysis.
- Continue to work closely with the Oklahoma City Planning Department on various transit-related matters and long-term plans including an update to bikewalkOKC and coordination on the next General Obligation Bond. Staff will coordinate to ensure bus stop upgrades are included in various street enhancement and sidewalk projects.
- Continue to plan for potential streetcar improvement and extensions.
- Continue stakeholder engagement for continued planning and advancement of Fixed Guideway Study recommendations.
- Continue collaborations and public education initiatives for the advancement of transit-oriented development (TOD), supportive land use plans and policies that include the continuum of access to transit services.
- Staff will begin planning for facilities expansion as part of efforts to provide additional transit services in the Oklahoma City Region. The 2021 Comprehensive Operation Analysis included a facilities master plan. Staff will work towards implementation of that plan.

c. MAPS4

- Following the passage of the MAPS4 initiative in 2019, COTPA will begin work on planning for transit projects including bus stop upgrades, microtransit projects, traffic signal prioritization, advanced transit options, service frequency improvements, and future planning in coordination with the MAPS4 Citizens Advisory Committee and connectivity subcommittee.
  - Planning work is underway and will continue for the Northeast and South BRT lines with consultant Kimley-Horn. The alternatives analysis process will conclude in CY2024 with environmental work and preliminary engineering starting shortly after completion of the alternatives analysis process.
  - Phase 1 of the bus stop upgrades is underway and phase 2 will start later in 2024.
  - The Transit Signal Prioritization (TSP) project will start later in 2024.
  - L RTP plan update will start in 2024.

12. Long Range Transit Planning (Norman-Transit)

a. Norman-Transit Long Range Transit Plan Implementation:

- Continue to plan for and/or implement the recommended elements identified in the Go Norman Transit Plan as funds become available.

## b. Multimodal Planning:

- Continue to research and/or implement additional modes of transportation and improvements that are appropriate for Norman, and which can complement existing public transportation services.

*End Product*

Technical memoranda and reports documenting program activities, including:

- 2.01 (2) – Summary of MTP Amendments
- 2.01 (4) – Mapped Inventory of Completed MTP Improvements

## Task 2.02: Short-Range Transportation Planning

### Background Information

Short-range transportation planning plays an important role in identifying and implementing priorities for highway and intermodal improvements within the metropolitan area. The Transportation Improvement Program (TIP) is the primary tool used to advance the goals of the long-range Metropolitan Transportation Plan (MTP).

### Program Objectives

Coordinate with ODOT, ACOG MPO area local governments, and local transit providers in the implementation of transportation improvements throughout the region that are consistent with the financially constrained MTP. Expend the region's federal transportation dollars quickly and efficiently in accordance with regionally established priorities.

### Program Activities

1. Monitor federally funded transportation improvements within the ACOG MPO area (ACOG)
  - a. Monitor the region's Surface Transportation Block Grant - Urbanized Area (STBG-UZA) funds and provide a mid-year STBG-UZA status report by entity. Aid local entities, as needed, concerning STBG-UZA procedures, funds, project statuses, and obligation of STBG-UZA funds. Ensure projects align with the ACOG Complete Streets Policy. Conduct quarterly status report meetings on active projects with ODOT and relevant local entities.
  - b. Continue to monitor the implementation of ACOG MPO area STBG-Set Aside or Transportation Alternatives Program (TAP) projects, competitively selected using FFY 2013/FFY 2014 and FY 2022/2023 TAP funds and the MPO's project evaluation and scoring criteria. Coordinate with ODOT on the implementation of its 2023 TAP projects. Conduct another call for projects in FY 2025 for funding years FY 2024-2026.
  - c. Assist ACOG MPO entities in identification of other appropriate federal and state funding sources for local transportation improvements.
  - d. Prepare an annual listing of projects for which federal transportation funds were obligated during FFY 2024, including investments in pedestrian and bicycle facilities.
  - e. Monitor projects selected for approximately \$8.9 million in (100 percent) funding from the Coronavirus Response and Relief Supplemental Appropriations Act (CRRSAA) of 2021.

*This task helps fulfill the 2.5 percent Complete Streets Standards and Policies for PL funds requirement (BIL § 11206(b)).*

2. Monitor and track highway, street, and intermodal (transit, bicycle, pedestrian, freight movement, airport access) improvements by maintaining databases and a GIS inventory of the improvements. Update the annual Network Monitoring Report. (ACOG)

Public transportation providers and other regional transit providers will provide shapefiles and/or other information on route and service changes for inclusion in the region's annual Network Monitoring Report. (Citylink, COTPA, Norman-Transit)

3. Work with ODOT and ACOG MPO local governments to update the Federal Functional Classification System maps, consistent with the results of the 2020 Census and the adjusted urban area boundary. Consider subsequent requests by ACOG MPO entities to amend the Federal Functional Classification System as needed. Such requests will be reviewed by the MPO's Technical and Policy Committees and forwarded to ODOT for submission to FHWA. (ACOG)
4. Cooperate with ODOT in the selection of projects for funding on the National Highway System (NHS) and select other Title 23 and transit projects in consultation with ODOT and area public transportation providers in conformance with TIP and STIP priorities.

Coordinate with ODOT on the implementation of ACOG MPO area recommendations from its Strategic Highway Safety Plan (SHSP). (ACOG)

5. Continue working with ODOT and area freight stakeholders to maintain up-to-date inventories of intermodal facilities and goods movement data affecting the ACOG MPO area. Assist ODOT in preparing for anticipated FHWA Alternative Fuel Freight Corridor nomination opportunities. (ACOG)

## 6. Integrated Planning and Environmental Processes

The MPO will provide assistance to lead agencies performing a planning process that can be integrated into the required environmental analysis for major highway and public transit projects in the ACOG MPO area. The analysis process will involve the MPO, ODOT, COTPA, Norman-Transit, FHWA and FTA, and other agencies as needed. The process will establish the range of alternatives to be studied such as alternative modes and general alignments and include appropriate public involvement opportunities. Broad social, economic, and environmental impacts that could result from the proposed improvement will be evaluated. (ACOG, ODOT, COTPA, Norman-Transit)

7. Update the FFY 2024–2027 ACOG MPO Area TIP to include the latest priorities of the MPO member entities. Update the TIP document to reflect continued federal requirements for performance-based planning and programming (See task 2.03). Continue to integrate the goals and objectives of the MTP into the TIP to better connect the long-range and short-range plans. Conduct a call for Surface Transportation Block Grant - Urbanized Area (STBG-UZA) projects and use the STBG-UZA Evaluation Criteria to select projects for inclusion in the TIP. Process amendments to the current TIP through the ACOG MPO Technical and Policy Committees, provide public notice on each amendment, and document said amendments for submission to the FHWA, FTA, ODOT, and other applicable agencies. Monitor revisions to project descriptions, funding sources, and cost estimates in order to maintain a fiscally constrained TIP. Provide input into the ODOT 8-Year Construction Work Plan and Statewide Transportation Improvement Program (STIP). (ACOG)
8. Conduct an update (if needed) of the *Criteria and Process for Evaluation of STBG-UZA Projects*. Revisions will continue to reflect the goals of the Metropolitan Transportation Plan (MTP), the strategies of the Congestion Mitigation Process (CMP), ACOG Complete Streets Policy, and member entity priorities, while adhering to federal regulations. (ACOG)

## 9. Short Range Transit Route Performance and Service Plans

### a. Transit Route Performance Evaluation

Utilize on-bus technology and other surveys to monitor route performance, usage trends and validity of service for existing fixed routes. Regularly brief local entities and agencies on system performance as appropriate. (COTPA, Norman-Transit)

### b. Planning for Bus Route Service and Schedules

COTPA will:

- Continued planning for peak service expansion will be ongoing.
- Continue to review the impact of bus route changes and develop bus route service plans in conformance with budgetary considerations and various plans and processes, with special emphasis on the interface with streetcar and BRT.
- Provide advice and technical planning assistance to local communities, as appropriate.
- Provide Edmond Citylink with compliance oversight and transit planning assistance, as appropriate.
- Continue the short-term transit resource improvement planning which has focused on strategies to help COTPA expand its fleet, add CNG fueling, and add electric, and CNG-powered buses, and implement staffing expansions as need to

accommodate recent EMBARK service enhancements and hours/days of operation.

- Develop and maintain individual route maps and schedules, and system maps for EMBARK fixed-route services in print and digital formats.
- Begin implementing the 2021 Comprehensive Operational Analysis transit study including public engagement as additional operations and maintenance funding becomes available. The study, called OKC Moves, evaluated existing conditions in Central Oklahoma and explored ways to improve transit service. The preferred alternative includes a prioritized list of changes. It contains implementation plans, cost estimates, facilities requirements, vehicle needs, and staffing needs required for those changes. The changes will integrate local bus service with the NW BRT, extend service to new destinations, improve on-time performance, better connect parts of Oklahoma City, and improve frequency on existing bus routes.

Norman-Transit will:

- Conduct public engagement activities, as necessary, to plan and implement route or service changes.
- Begin implementing bus route changes identified in the Go Norman Transit Plan, and develop bus route service plans in conformance with budgetary considerations, various plans, and processes. Coordinate with contracted operations to plan, review, and implement changes.
- Plan for fleet replacement and expansion as necessary for service, and to achieve a state of good repair. Apply for grant opportunities to assist with current and future capital needs.
- Develop and maintain individual route maps and schedules, and system maps for fixed-route services in print and digital formats.

c. Streetcar Planning (COTPA)

- Work closely with the OKC Traffic Operations/Engineering group to look at ways to restripe or adjust signals to further enhance the safety and efficiency of the system.
- Monitor streetcar contractor closely to facilitate contract compliance.
- Continue to work with State Safety Oversight (SSO) regarding meeting Public Transportation Agency Safety Plan (PTASP) goals and objectives.
- Continue to track TOD and economic development near the streetcar.
- Develop and maintain individual route maps, schedules, and system maps for OKC Streetcar in print and digital formats.
- In 2019 an economic impact study was performed. Showing the impact around the streetcar system. Planning is currently reviewing the possibility of another study.

d. On-Call Consultant Planning Services (COTPA)

- COTPA may issue task orders to the consultant for short term plans, USDOT benefit cost analyses (BCA's), grant writing, concept design, Title VI plan updates, and other actions.
- Services can assist COTPA staff, or be turnkey, within an annual budgetary limit.

10. Transit Marketing

COTPA will continue to assess customer experience and community support for transit, as well as conduct marketing to improve ridership. Update previous research to identify potential customers for existing routes.

COTPA will pursue the following strategies to retain and expand ridership, as well as grow community support:

- Establish and implement a multifaceted communications plan to serve existing and potential customers.



- Conduct market research of non-riders to evaluate customer and community perceptions of EMBARK.
- Continue to enhance and develop real-time rider tools for mobile and desktop devices.
- Prepare materials helpful to the public in understanding service changes before they occur.
- Build further brand recognition and service awareness for EMBARK through events, door hangers, social media, digital and TV advertisements, and media relations.
- Conduct market research to learn more about existing customers in order to develop customer profiles and to understand customer expectations, experiences, and needs.
- Develop messages that increase awareness of the environmental effects of single occupancy vehicles (SOV) and how the use of public transportation can help reduce emissions and congestion.
- Continue to engage minority audiences through community events and service programs such as the Haul Pass Program, Roads Scholars, How to Ride Transit Trainer classes, the EMBARK Well program, the Arnall Climb program, and other initiatives.
- Continue promotion of rail safety messages aimed at motorists, pedestrians, cyclists, customers, and potential users.
- Develop and implement communication strategies related to the Oklahoma River Cruises, Vanpool, Spokies Bike share, ADA Paratransit, Senior Transportation, Mobility Management programs, OKC Streetcar, and Bus Rapid Transit.

Norman-Transit will pursue the following marketing strategies to retain and expand ridership:

- Hold transit promotional events in the community and collaborate with other entities or stakeholders as necessary.
- Use its Limited English Proficiency (LEP) outreach efforts to identify new target groups and promote transit within the LEP populations.
- Continue to enhance and develop real-time rider tools for mobile and desktop devices.
- Prepare public-facing materials to promote understanding of planned service changes prior to implementation of the change.
- Work with contracted operations to promote the Norman transit service to the community and region.

#### 11. Short Range Transit Partnership Planning and Development

- a. Continue public private partnership (P3) efforts to educate about public transit and partner with residents and other stakeholders to increase ridership. (COTPA, Norman-Transit)
- b. A special effort will continue collaborative groups in the Downtown for TOD near the Santa Fe station and streetcar, as well as along the Northwest BRT corridor. (COTPA)
- c. Continue to identify new funding partners in the region for transit services and amenities, including new transit service and for bus shelters, sidewalks, and trail connections near transit routes. (COTPA, Norman-Transit)

#### 12. Bus Route Accessibility Planning, Sidewalk Survey, and Park & Ride Partners

- a. Continue to work with the OKC, Midwest City, and Norman Planning and Public Works Departments and with other public and private sector partners to identify and address accessibility issues, and plan for and fund additional bus stops, bus shelters, ramps, and sidewalks in certain high-use locations. Monitor ridership patterns and requests for bus stops and add new stops as necessary and appropriate. (COTPA, Norman-Transit)
- b. Maintain an inventory of bus stop improvements to include ADA accessibility, passenger amenities, signage, and available park-and-ride lots for transit customers. (COTPA, Norman-Transit)



- c. Continue to monitor the private sector deployment of battery-powered scooter technology. Explore the prospect of synergy with transit as a first-last mile option and urge caution as to safety and ADA issues, such as scooter usage on sidewalks. (COTPA, Norman-Transit)

### 13. Ferry System Planning

- a. Continue to monitor progress on the water-based public transportation system on the Oklahoma River and develop, coordinate, and implement operational and marketing efforts. Operational systems, including schedules, services, and maintenance will be monitored and adjusted to optimize effectiveness and efficiency. Progress will be measured by tracking the number of ferry riders per service hour. (COTPA)
- b. Capital improvement projects, designed to support the system will be planned and monitored by COTPA as part of its oversight of grant funding used for the ferryboat system. COTPA will also monitor river development projects by other entities and seek partnerships for additional landings. Current capital projects include bank stabilization at Exchange Landing, river dredging, and construction of a new landing at the First Americans Museum. These current projects are funded through grants awarded to COTPA and will be monitored for progress. (COTPA)
- c. Vessel refurbishments, as required by the United State Coast Guard, will be scheduled. Work plans for each vessel will be developed to optimize the available federal funds and local contributions. (COTPA)

### End Product

Technical memoranda and reports as required, accounting for the findings and analysis of program activities, including:

- 2.02 (1d) – Annual Listing of Federally Funded Transportation Projects Report
- 2.02 (2) – CY 2024 Network Monitoring Report
- 2.02 (7) – Updated FFY 2024-2027 Transportation Improvement Program
- 2.02 (8) – Updated *Criteria and Process for Evaluation of STBG-UZA Projects*

## Task 2.03: System Performance and Congestion Management

### Background Information

Moving Ahead for Progress in the 21st Century (MAP-21) placed increased emphasis on performance management within the Federal-aid highway and transit programs and required use of performance-based approaches in statewide, metropolitan, and non-metropolitan transportation planning. This priority has been continued under the current surface transportation legislation, the Infrastructure Investment and Jobs Act (IIJA). Performance management is credited with improving project and program delivery, informing investment decision-making, focusing staff on leadership priorities, and providing greater transparency and accountability to the public. The performance-based planning process (PBPP) is intended to assist ACOG MPO area leaders maximize the use of existing transportation facilities, assist with efficient movement of goods, reduce vehicular emissions, and improve air quality, as well as analyze, plan for, and mitigate safety and security related transportation network challenges.

### Program Objective

PBPP attempts to ensure that transportation investment decisions are made – both in long-term planning and short-term programming of projects – based on their ability to meet established goals. Activities under this task are designed to pinpoint transportation systems management, travel demand reduction, traffic incident management, safety conscious planning, transportation infrastructure security, and public information opportunities, in addition to other strategies that will improve the overall management and operation of the multimodal transportation network in Central Oklahoma.

### Program Activities

1. Performance Based Programming and Management
  - a. Review and assess current and new performance measures, evaluation criteria, data collection, implementation schedule, and the performance measure's relationship to the Transportation Improvement Program (TIP), long-range Metropolitan Transportation Plan (MTP), and the Congestion Management Process (CMP). (ACOG)
  - b. Set targets for adopted regional performance measures. Targets and reporting requirements will be developed in coordination with the Oklahoma Department of Transportation (ODOT). ODOT will provide updates on their targets to the ACOG MPO Technical and Policy Committees. (ACOG, ODOT)
  - c. COTPA will collaborate with the MPO and, where applicable, the state to achieve the new emphasis area of the FTA in performance management related to public transit agencies Transit Asset Management (TAM) Plan and the Public Transit Agency Safety Plan (PTASP). COTPA will make its safety performance targets available to the State and the MPO to aid in the planning process, and to coordinate with the State and MPO in the selection of the State and MPO safety performance targets. (COTPA)
2. Congestion Management Process
  - a. Examine the MPO's current and planned strategies, as well as additional strategies to alleviate congestion and enhance mobility in accordance with federal rules. (ACOG)
  - b. Update the ACOG MPO Area Congestion Management Process (CMP) and strategies within the MPO's TIP and MTP processes. Update the region's Congested Corridors with the most recent Travel Time Data. Reevaluate and update, as necessary, the congestion management toolbox as identified in the ACOG MPO CMP. (ACOG)
  - c. Work with ODOT, local governments, emergency service providers, public safety units, and others to develop a coordinated long-term congestion management strategy for the region. (ACOG)

### 3. Traffic Incident Management, Crash Reduction, and Safety Conscious Planning

- a. Continue to collaborate with state and local agencies, as well as non-profits and emergency responders, to further enhance incident management within the ACOG MPO region through involvement in efforts such as region-wide evacuation planning, coordination of regional snow routes and other preventative measures. Explore EV crash solutions and training for public safety personnel. (ACOG)
- b. Continue to provide ACOG with accurate up-to-date crash information to support the regional congestion management process, safety conscious planning, crash analysis, and other MPO initiatives. (ODOT)
- c. Continue ACOG's safety planning efforts in FY 2025. This includes the development of the Central Oklahoma Regional Safety Action Plan (RSAP), funded by the federal Safe Streets and Roads for All (SS4A) grant. Collect and analyze ACOG MPO area crash data as yearly data is made available by ODOT and/or the Oklahoma Highway Safety Office (OHSO). Update the ACOG MPO Area Crash Report and monitor high crash corridors for vehicle, bicycle, and pedestrian crashes. Update the online GIS Story Map for the Regional Crash Analysis posted on the ACOG website. (ACOG)
- d. Manage the regional bicycle and pedestrian public safety campaign, Watch for Me OK, in coordination with OHSO and other area stakeholders. (ACOG)
- e. Assist in the implementation of the State Highway Safety Plan (SHSP) and provide member entities with ODOT's crash data upon request. (ACOG)

*This task helps fulfill the 2.5 percent Complete Streets Standards and Policies for PL funds requirement (BIL § 11206(b)).*

### 4. Regional Operations Planning and Intelligent Transportation System (ITS) Strategies

- a. Explore how ACOG and the region can use the recommendations of the most recent regional ITS Architecture and Deployment Plan that was completed by ODOT, local member entities, and a consultant. Employ the most recent Federal ITS Architecture requirements. Conduct stakeholder meetings, gap needs assessment, Memorandums of Understanding and agreements, and provide stakeholders with potential ITS projects for deployment over a 10-year time period and project benefits. (ACOG, ODOT)
- b. Identify potential impacts, needs and implementation strategies for connected and autonomous vehicles (CAVs). Assess need for infrastructure investments, for example, signage, striping, lighting, and wireless connectivity. Integrate CAV into Universal Design policies. Integrate CAV technology into ACOG MPO ITS architecture. (ACOG)
- c. In coordination with local member traffic management staff, compile and maintain an inventory of intersection traffic control devices, with particular attention to corridors that have synchronized signal systems. (ACOG)
- d. Research, evaluate and distribute information to member entities regarding potential operational and ITS improvements aimed at mitigating transportation issues. (ACOG, ODOT)
- e. EMBARK will continue to implement ITS strategies to improve operational efficiencies, enhance customer experience through the use of real-time predictions for bus, bus rapid transit, and streetcar transit services, passenger information systems, and service reliability by means of transit signal priority systems. f. ITS planning in Oklahoma is guided by three primary goals, which are based on the key transportation needs identified by ITS stakeholders: improve safety and mobility, enhance security, and increase agency efficiency. To achieve the envisioned integrated ITS system, ODOT staff continues to plan and deploy ITS infrastructure (i.e., cameras, dynamic message signs, detectors, weather sensors, and telecommunication, as well as the

structural support hardware and cabinets) within the ACOG MPO area. The ITS infrastructure gathers and disseminates essential information to state and local operators, responders, managers, and users of the system. This statewide ITS planning supports the ACOG MPO area ITS Implementation Plan. (ODOT)

## 5. Regional Construction Coordination

Explore the establishment of a regional construction coordination program that would provide a platform for communication and coordination among the MPO, local governments, and ODOT concerning current and impending ACOG MPO area roadway improvements. The program could be designed to ensure that construction, temporary closures, and detours pose the least burden to the traveling public as possible. (ACOG)

## 6. Transportation Infrastructure Security

- a. Continue coordination with federal, state, and local homeland security and emergency management related agencies and committees. Participate in relevant meetings and workgroups to represent the interests and the perspective of regionally coordinated transportation. (ACOG)
- b. Analyze the regional transportation network for alternate routes and redundancies to accommodate moving large numbers of people, as well as develop strategies for dealing with choke points, such as interchanges, ramps, etc. (ACOG)

## 7. Enhanced Planning for Safety and Security Measures

COTPA will:

- COTPA continuously updates their Public Transit Agency Safety Plans (PTASPs) for OKC Streetcar and Bus Operations Annual updates are made to the following: System Security and Emergency Preparedness Plans, Emergency Action Plans, Transit Asset Management Plan, Continuity of Operations Plans, Internal Audit Program Plans, Operations and Maintenance Plans, Corrective Action Program Plans, Training Plans, Sensitive Security Information Plan, and Configuration Management Plans
- COTPA will continue to address energy security by planning for the addition of a back-up generator to serve the CNG fuel facility.
- COTPA has successfully launched the NW Rapid BRT, in which safety plays a major role. COTPA's safety division has already started to assess the routes of the two new BRTs.
- COTPA has several safety committees. The Safety and Security Operations Committee (SSOC) and the Safety Executive Committee (SEC) are held on a regular basis. Along with the Customer Service and Safety Committee frontline employees participate. The Safety and Security Certification Committee (SSCC) and the Safety Activation Committee (SAC) are active for new services and/or expansions. Both were activated for the BRT service.
- COTPA's partnerships with other agencies continue to grow and strengthen. COTPA recently entered into a contract with the Mental Health Association (MHA). Our shared goal is to more effectively engage and work with individuals with diagnosed behavioral/mental health and social concerns in the community to provide effective treatment in order to assist those individuals in living safely and successfully in the community.
- COTPA works closely with the Oklahoma City Police Department (OCPD). OCPD conducts training for bus operations, road supervisors, and bus operators. COTPA continues to work with the Transportation Safety Institute (TSI) by hosting classes at COTPA facilities, which are also open to the public. The partnership with TSI is advantageous for COTPA employees and operations and aids in strengthening the overall safety system.
- COTPA's partnership with the Transportation Security Administration (TSA) will continue. TSA has completed a baseline assessment for both bus and streetcar. The bus and streetcar operations participate in TSA's SETA program.

Norman-Transit will:

- Monitor and provide oversight to an operations contractor and Norman fleet maintenance to ensure a safe and secure transit system that meets regulations.
- Norman-Transit staff will coordinate with both City of Norman and operations contractor safety staff.
- Continue planning for safety and security features in vehicles, facilities, passenger stations, and bus stops.
- Implement and update, as necessary, the Public Transit Agency Safety Plan (PTASP) to ensure that all federal requirements continue to be met.

#### *End Product*

Technical memoranda, reports and publications as required, documenting the findings and analysis of program activities, including:

- 2.03 (1) –Transportation System Performance Report – Performance Measure Targets and Monitoring
- 2.03 (2b) – Updated Regional Congested Corridors Map
- 2.03 (3a) – Regional Snow Routes Map (2024-2025)
- 2.03 (3c) – Central Oklahoma Regional Safety Action Plan
- 2.03 (3c) – Regional Crash Report Update and Story Map
- 2.03 (3d) – CY 2024 Watch for Me OK Activities Report
- 2.03 (4) – Regional ITS Architecture and Deployment Plan

## Task 2.04: Mobility and Public Transportation Planning

### Background Information

Planning for all transit users, older adults, and individuals with disabilities requires the continued identification of transportation needs and the availability of services and resources to meet those needs. Activities under this task include the efficient and coordinated transportation services for seniors and individuals with disabilities, the dissemination of information, and a continued outreach to segments of the community that rely heavily on public transportation for mobility.

Public transportation plays an important role in increasing mobility throughout the region and has gained increasing support in the last decade. Continued support and coordination by ACOG with local transit agencies and other stakeholders will be key to continue elevating public transportation as a viable mode in the region.

### Program Objectives

Ensure continued planning and development of transportation services for the elderly and persons with disabilities in Central Oklahoma. Expand paratransit services and implement other components of the Section 504/ADA Implementation Plan to improve accessibility to public transportation for all residents.

ACOG will continue to provide support, coordination, and technical assistance for the improvement of public transportation services in the region. Public transportation projects will continue to be included in both short-range and long-range planning activities.

### Program Activities

#### 1. Vehicles/Organizations Providing Transportation Services to the Elderly and Persons with Disabilities

Coordinate to expend Sec. 5310 Enhanced Mobility of Seniors and Individuals with Disabilities Program funds within the ACOG MPO area in conformance with the metropolitan and Statewide Coordinated Public Transit-Human Services Transportation Plans. (ODOT)

ODOT will facilitate transitioning the 5310 program for the Oklahoma City urbanized area to EMBARK.

#### 2. Coordinated Public Transit-Human Services Transportation Plan

Projects funded under the Sec. 5310 program will be part of the *Statewide Coordinated Plan*. Coordinated Plans will be consistent with the ACOG MPO long-range transportation plan and selected projects will be included in the Transportation Improvement Program (TIP) and Statewide TIP (STIP). (COTPA)

#### 3. Regional Americans with Disabilities Act (ADA) Implementation

##### a. Coordination of Mobility Management Services

COTPA will continue the planning and coordination of origin-to-destination services for older adults and people with disabilities. Staff will continue to provide technical assistance to various parties, including local governments, public safety organizations, health care providers, and social service organizations. (COTPA)

##### b. Promotion of Mobility Management Services

COTPA will continue promoting services for older adults and individuals with disabilities and providing assistance and coordination of services to other transportation providers. (COTPA)

##### c. Continue to implement and adjust as necessary the ACOG ADA/504 Compliance Plan. (ACOG)

#### 4. Mobility Management Services Customer Evaluation and Database Management

COTPA will continue to provide eligibility processes for paratransit (both in OKC and Norman) and other mobility management services in both Oklahoma City and Norman. (COTPA)

Norman-Transit will continue to use paratransit scheduling software to track data and assure performance measures are being met. Staff will support the ADA Citizens Advisory Committee, the ADA Staff Ad Hoc Committee, and any other City, county, or regional boards/commissions that discuss public transit and/or accessibility. (Norman-Transit)

#### 5. Outreach to Elderly and Persons with Disabilities

- a. COTPA promotes and measures transit usage by older adults and individuals with disabilities. Demographics are utilized to increase outreach efforts to identify underserved populations and identify target areas with large concentrations of seniors, individuals with disabilities, and other transportation sensitive populations. (COTPA)

COTPA will continue their long-standing partnerships with the Areawide Aging Agency and other entities to encourage awareness of the growing need for senior transportation and to encourage adequate subsidies from within the region. (COTPA)

- b. Norman-Transit will work with social service agencies, the elderly, and persons with disabilities to disseminate information about its fixed route and paratransit service. Staff and Norman's operations contractor will provide assistance with trip planning and will encourage use of the fixed route system whenever possible. Staff will work to increase awareness of transportation needs. (Norman-Transit)

#### 6. Public Transportation and Public Relations

Provide public relations and promotion for transit related events. Participate and assist, as needed, with events that promote transit (i.e., Transit Day at the Capitol, EMBARK Third-Friday Free Fare during ozone season, etc.) (ACOG)

#### 7. Transit Route Monitoring, Data, and Mapping

Collect annual route and mapping updates from local transit systems. Maintain transit networks by route by year. Tag each route with days of service. Include streetcar, Bus Rapid Transit (BRT), ferry, and bikeshare operations in inventory of systems. Provide socioeconomic data to transit agencies to assist with transit service planning. (ACOG)



## 8. Long Range Transit Planning – System Level

### a. Coordination and Support of the RTA

- COTPA will provide administrative and planning support for the Regional Transportation Authority (RTA) of Central Oklahoma. As part of this effort, COTPA will assist the RTA with the completion of the transit system plan for the region, including the vision, goals, and potential corridors; initiation of an alternatives analysis for corridors identified in the system plan including corridor planning, station, land use, and concept development, and start environmental review, preliminary engineering, and application for FTA funds. (COTPA)

COTPA will also serve as staff liaison to the RTA Board Members and work with the RTA in various areas to support improved transit in ACOG MPO area. (COTPA)

- The City of Norman will serve as staff liaison to the Norman RTA Board Members and will work with the RTA in various areas to support improved transit in the ACOG MPO area. (Norman-Transit)
- As the MPO, ACOG will aid in the regional coordination between the RTA of Central Oklahoma, local governments, local transit agencies, and ODOT. (ACOG)

## 9. Long Range Transit Planning – Project Level

ACOG will provide assistance and support for the joint COTPA/Oklahoma City MAPS4 Bus Rapid Transit (BRT) projects as well as other long-range transit planning initiatives that are undertaken. (ACOG)

## 10. Public Transportation Coordination

- a. ACOG, COTPA, Norman-Transit, Citylink, Oklahoma City Planning Department, ODOT, and others will convene quarterly coordination meetings. This forum enables transit providers, subrecipients of transit funding, and other transportation professionals to interface about transit services, changes, and issues in the region. Highlights of each meeting will be presented at MPO Technical Committee meetings. (ACOG, Citylink, COTPA, Norman-Transit, ODOT)
- b. Continue to coordinate with local public transportation providers to include transit projects in the Metropolitan Transportation Plan (MTP) and the Transportation Improvement Program (TIP). (ACOG)

*(Livability Initiatives section was moved to Task 2.05: Air Quality Planning)*

### End Product

Technical memoranda and reports as required, documenting the findings and analysis of program activities, including:

- 2.04 (10) – FY 2024 Quarterly Public Transportation Coordination Meetings Report

## Task 2.05: Air Quality Planning

### Background Information

Although the ACOG MPO area is in compliance with federal air quality standards, regional leaders continue to explore strategies that will maintain and improve the region's air quality. ACOG works in concert with multiple stakeholders on air quality related activities with a particular focus on ground-level Ozone.

### Ozone

On December 23, 2020, EPA completed its review of the full body of currently available scientific evidence and exposure/risk information and decided to retain the existing ozone National Ambient Air Quality Standards (NAAQS). Since 2015, the primary and secondary ozone standard levels are 0.070 ppm parts per million (ppm). In December 2017, all of Oklahoma's 77 counties were designated attainment/unclassifiable for the revised primary and secondary ozone standards. Central Oklahoma's ozone regional value was 0.073 ppm at the end of 2023.

In January 2023, EPA proposed strengthening the primary (health-based) annual particulate matter (PM<sub>2.5</sub>) standard from a level of 12 micrograms per cubic meter to a level between 9 and 10 micrograms per cubic meter, reflecting recommendations from EPA's Clean Air Scientific Advisory Committee's (CASAC) latest report. If adopted, Central Oklahoma would be at a high risk of PM<sub>2.5</sub> standard violation and potential nonattainment.

Central Oklahoma remains in attainment of ozone and PM<sub>2.5</sub>, yet the region must continue to be proactive in promoting activities and programs that protect and improve its air quality.

### Program Objective

Assist the ACOG MPO transportation committees, local governments, COTPA, Norman-Transit, state and federal agencies, and the private sector in maintaining compliance with NAAQS. Utilize various techniques to reduce air pollution and decrease congestion.

### Program Activities

1. Air Quality Data Analysis:
  - a. Monitor and evaluate air quality issues related to transportation. Hold ACOG Air Quality Advisory Committee Meetings (AQAC) meetings as scheduled. Receive and review the monthly ozone and particulate matter readings and related meteorological data monitored daily by ODEQ's Air Quality Division. Convene an annual meeting with statewide MPOs, ODOT and ODEQ to discuss air quality improvement strategies. (ACOG, ODOT)
  - b. Work with EPA and ODEQ to implement new ozone and particulate matter standards and assess the implications of these standards on the Central Oklahoma region. Work with ODEQ on updating and implementing the State Implementation Plan (SIP) and Infrastructure State Implementation Plans (I-SIPs) for ozone and particulate matter. Determine the conformity of air quality and transportation plans for the ACOG MPO area. (ACOG)
  - c. Assist ODOT with the development of the statewide Carbon Reduction Strategy. Develop additional strategies to reduce carbon emissions in the ACOG MPO area, if needed.
  - d. Utilize Climate Pollution Reduction Grants (CPRG) Program funding provided by the Inflation Reduction Act (IRA) of 2022 and allocated to the Oklahoma City metropolitan area to develop a Comprehensive Climate Action Plan (due two years from the award date), and a status report (due at the end of the four-year grant period). Apply for EPA CPRG Implementation Grants when possible.
2. Ozone Alert Day Program:
 

Coordinate with ODEQ, ODOT, COTPA, Norman-Transit, and other regional transit providers in the implementation of Ozone Alert Days when high levels ground-level ozone are predicted. Document highest recorded pollutant levels on alert days, along with

information on the monitoring station location and magnitude of the event. Explore partnerships with public health organizations and other stakeholders. Coordinate with ODOT to alert people via dynamic message signs to take action to reduce vehicle engine runtime (carpooling or using public transit on Ozone Alert Days. (ACOG)

### 3. Air Quality Public Education

- a. Continue the Air Quality Public Education Program, initiated in FY 2001, to promote personal actions intended to reduce mobile and non-mobile emissions, particularly on days which are conducive to high ozone levels. Activities such as carpooling, refueling vehicles at night, use of public transportation, bike-and-bus strategies, and trip chaining that attempt to smooth out the peaks on high ozone days will be the focus of this educational effort. (ACOG, ODOT, COTPA, Norman-Transit)
- b. COTPA and Norman-Transit will document passengers traveling with bicycles on buses daily and work to increase awareness and encourage combining bike and bus trips as an effort to improve air quality. (COTPA, Norman-Transit)
- c. Promote and help support regional activities and events such as Bike Month, Bike to Work Day, BikeFest, Drive Electric Earth Month, National Drive Electric Week, Open Streets, Earth Day, etc. (ACOG)
- d. Develop new partnerships with large employers and multifamily housing developments in support of fixed route, vanpool, on-line trip planning, and other transit programs. (COTPA)

### 4. Air Quality Small Grant Program

Continue to administer the Air Quality Small Grant Program, which funds small active transportation infrastructure and congestion reduction techniques in an effort to improve regional air quality. The program awards are made available to eligible applicants through a competitive grant process using available CMAQ and Carbon Reduction Program (CRP) funds. A variety of projects and programs will continue to be eligible, but all serve to achieve long-term reductions in transportation-related emissions that contribute to the formation of ground-level ozone. ACOG and grant recipients will continue to monitor funded projects after completion, to determine project effectiveness. (ACOG)

### 5. Air Quality Planning and Ozone Advance

- a. Coordinate with the Oklahoma Department of Environmental Quality (ODEQ), in the implementation of the Ozone Advance Program. The program encourages expeditious emission reductions of NOx and VOCs (ozone precursors) and fine particle (PM2.5) attainment areas to help these areas continue to meet the National Ambient Air Quality Standards (NAAQS). ACOG works in collaboration with ODEQ to submit annual ozone and PM2.5 emissions reduction project updates to EPA.
- b. Develop a regional air quality plan. The purpose of the plan is to set goals and strategies for new and expanded emissions reductions efforts to keep the region in attainment of the NAAQS. Explore quantification of transportation system emissions reductions from transit, active transportation, electrification, alternative fuel use, and CAV (ACOG)
- c. Provide technical assistance to ACOG MPO members developing sustainability planning documents, climate action plans, or similar planning projects (ACOG)

### 6. Promotion of Alternative Fuels – Central Oklahoma Clean Cities Program

- a. Provide data for, and coordinate with, the ACOG Clean Cities program. Clean Cities program efforts focus on promoting the use of alternative fuels (as defined by Congress and the U.S. Department of Energy, alternative fuel vehicles, idle reduction technologies, hydrogen, hybrid electric and other advanced technology vehicles, as well as fuel efficient vehicles in the ACOG MPO area through a government-industry partnership that includes federal, state and local government leaders and officials, industry/business leaders, health and environmental professionals, and civic leaders. Alternative fuels are considered cleaner fuels than conventional petroleum-based fuels, thereby reducing vehicle emissions and improving air quality. Clean Cities staff

will provide technical and marketing assistance and coordination for the stakeholder committee to expand the use of alternative fuels across the ACOG MPO area. (ACOG)

- b. Provide information to fleet stakeholders on vehicle and fueling infrastructure funding opportunities including but not limited to: Bipartisan Infrastructure Law (BIL) FHWA National Electric Vehicle Infrastructure (NEVI) Program and FHWA Charging and Fueling Infrastructure (CFI) Discretionary Grant Program, FHWA FTA Low or No Emission Vehicle Program - 5339(c), Inflation Reduction Act (IRA) funding and incentives, EPA Diesel Emissions Reduction Act (DERA) Funding, and Oklahoma Department of Environmental Quality (DEQ) Volkswagen Settlement Funding. (ACOG)
- c. Coordinate and administer the Oklahoma Electric Vehicle Coalition (OEVC) as part of the Central Oklahoma Clean Cities program. The coalition's objectives are to support and facilitate the education and adoption of electric vehicles (EV) and electric vehicle supply equipment (EVSE) in the state of Oklahoma through outreach and infrastructure development. Explore the potential for a regional electric vehicle charging infrastructure plan. (ACOG)
- d. The region's transit providers will continue to use and explore opportunities to expand alternative fuel technology and evaluate the advantages and disadvantages of alternative fuel sources in Central Oklahoma's transit fleets. (COTPA, Norman-Transit)

#### 7. Public Fleet Conversion Grant Program

Continue implementing and administering the Public Fleet Conversion program which allows government entities and school districts to access federal funds for projects that promote the conversion of vehicles to alternative fuel vehicles (AFVs), the purchase of original equipment manufactured AFVs and electric vehicles, the purchase of advanced vehicle technologies, idle reduction technologies, and the development of the AFV refueling and recharging infrastructure within the ACOG MPO area. The program awards are made available to eligible applicants through a competitive grant process using available CMAQ and Carbon Reduction Program (CRP) funds. (ACOG)

#### 8. Regional Rideshare Program

Expand EMBARK vanpool program to add more vanpools by working with ACOG, employers, workforce development entities, and other stakeholders to educate commuters and promote this transit option. Tinker Air Force Base is launching a vanpool program in partnership with EMBARK. (COTPA)

#### 9. Livability Initiatives

Coordinate with public health and various other entities and community organizations to promote livability principles, complete streets, healthy communities, sustainability, Open Streets, walkability, and transit-oriented development (TOD). (ACOG)

Finalize and promote the Central Oklahoma Public Spaces Amenity Guide, which will aid local communities and organizations select and install amenities for area trails, parks, and streetscapes. (ACOG)

Continue past initiatives to further livability as related to transit planning. COTPA will continue to place greater emphasis on transit-oriented development (TOD). COTPA will coordinate with public health, bicycle, car sharing, public housing, and various other entities and community organizations to promote livability principles, healthy communities, sustainability, brownfields reuse, walkability, health fairs, and transit. (COTPA)

*This task helps fulfill the 2.5 percent Complete Streets Standards and Policies for PL funds requirement (BIL § 11206(b)).*

## 10. Planning for Alternative Transportation

## COTPA:

Progress of the Bike Share Program will be monitored and measured by the number of trips per month and the number of trips per bike.

Planning for the introduction of e-bikes will continue. Planning for marketing and maintenance activities will also continue. Data collected from the dockless bikes and e-bikes will be analyzed to assess the viability of the mode and their impact on the system.

Monitoring of the e-scooter system will continue as staff continues to evaluate these for expansion at bus shelters outside the urban core.

## Norman-Transit:

Monitor the desire to implement a bike share program. If pursued, staff will collaborate with other City staff to ensure that the two transportation options complement each other.

Continue monitoring e-scooter operations and how that mode provides transportation access in Norman and first/last mile connections to transit.

*End Product*

Documentation of Air Quality Planning related activities. Public information and educational materials related to the air quality benefits of alternative forms of transportation and fuels.

Technical memoranda, publications, and reports as required, documenting the findings and analysis of program activities, including:

- 2.05 (1d) – Priority Climate Action Plan
- 2.05 (3c) – CY 2024 Bike Month Activities Report
- 2.05 (4) – FY 2024 Air Quality Small Grant Program Status Report
- 2.05 (5a) – EPA Ozone Advance Program – Oklahoma City Update
- 2.05 (5b) – Regional Air Quality Plan
- 2.05 (6) – Transportation Technology Deployment Report: Central Oklahoma Clean Cities
- 2.05 (7) – FY 2024 Public Fleet Conversion Grant Program Status Report
- 2.05 (9) – Central Oklahoma Public Spaces Amenity Guide

### ELEMENT #3: PUBLIC PARTICIPATION

Consistent with public participation guidelines from the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA), this element includes work tasks required to ensure effective public information and public involvement in the transportation planning process. The MPO establishes methods for encouraging residents, affected organizations, and other interested parties to be involved in the development of the three major areas of the ACOG MPO planning process: the long-range transportation plan, the transportation improvement program, and the ongoing transportation planning program.

The MPO conducts numerous informational activities during each program year to keep residents informed on various aspects of the regional transportation planning process. ACOG also disseminates information to the public via social media outlets.

*Task Included:*

[3.01 – Public Information, Outreach, and Participation](#)

### Task 3.01: Public Information, Outreach, and Participation

#### Background Information

Public participation is an integral part of the ACOG MPO planning process. Increased communication among residents, elected officials, and technical staff permits everyone to work more easily together to achieve desired goals. When the public is involved in the planning process, issues often can be addressed early enough to reduce the time and cost of project implementation.

ACOG uses several public outreach techniques to communicate with the general public about the regional transportation planning process, including public meetings, news releases, reports and publications, surveys, email blasts, the ACOG website, and ACOG Facebook, Twitter, Instagram, and blog posts.

#### Program Objective

Assure ample opportunities for residents, including those with disabilities, affected public agencies, and representatives of all modes, to participate in the regional transportation planning process through informational meetings and work sessions. Solicit input from traditionally underrepresented populations. Serve as a source of public information for transportation planning programs by preparing and disseminating general and specific transportation information to other public agencies, professional and business interest groups, community-based organizations, and the public at large. Provide a location for receipt of suggestions and feedback regarding the long-range transportation plan, the transportation improvement program, and specific projects.

#### Program Activities

1. Meet with local city councils, study groups, residents' groups, or civic organizations to receive input and to inform the public about the various tasks in the Unified Planning Work Program. (ACOG)
2. Maintain a database for contacting various individuals and interest groups about the regional transportation planning process in Central Oklahoma, including civic, modal, tribal, environmental, minority, neighborhood, and other resident groups. (ACOG)
3. Explore options to engage public involvement in the metropolitan transportation planning process. If deemed appropriate, convene meetings of the Encompass 2045 Stakeholder Advisory Group (SAG) to receive input for updates to Encompass 2045. Evaluate the public involvement activities from Encompass 2045 and ACOG's transportation planning process and research additional public involvement strategies for future plans and programs. (ACOG)
4. Coordinate with tribal governments and encourage their involvement in the transportation planning process. (ACOG, ODOT, FHWA)
5. Continue to identify and utilize appropriate tools to communicate with low income, minority, LEP, and other traditionally under-represented groups in accordance with Title VI of the 1964 Civil Rights Act and Environmental Justice regulations. Provide appropriate accommodation, as requested by individuals with disabilities, so they can access and participate in regular and special meetings. (ACOG, ODOT, COTPA, Norman-Transit)
6. Prepare public notices for proposed updates and amendments to the ACOG MPO Transportation Improvement Program and Metropolitan Transportation Plan. Notices of proposed TIP amendments will be published at least 10 days prior to the anticipated date of decision by the ACOG MPO Policy Committee, and notices of proposed Plan amendments will be published at least 30 days prior to the anticipated date of the ACOG MPO Policy Committee meeting. The ACOG MPO Policy Committee will conduct a public hearing prior to its decisions. (ACOG)

Review transportation plans annually, including the Transportation Improvement Program (TIP) and make changes based upon the ACOG MPO Technical Committee recommendations. COTPA and Norman-Transit will rely on the MPO's public notice of participation activities and time established for public review of the TIP as the primary way to satisfy Section 5307 public involvement requirements for the Program of Projects



(POP). The MPO (ACOG) TIP notices will reflect this arrangement and practice. (ACOG, COTPA, Norman-Transit)

7. Continue to implement and adjust as necessary the ACOG Public Participation Plan (PPP). Comments related to the transportation planning process and products will be documented and provided to the ACOG MPO Policy Committee to assist them in their decision making. ACOG will employ a consultant to conduct an audit of the MPO's outreach activities and public participation practices. Begin an update to the PPP. (ACOG)
8. Prepare press releases, ACOG website data, blog posts, brochures, or other special publications explaining services available to local governments, aspects of regional planning and other general information. Special materials may also be prepared on issues such as air quality, congestion management, Intelligent Transportation Systems (ITS) planning, corridor preservation, Census results, connected and autonomous vehicles, alternative fuels, and other topics identified at the request of the Policy Committee. Materials will be prepared in languages other than English when appropriate and in accordance with the ACOG Limited English Proficiency (LEP) Plan. (ACOG)
9. Utilize the ACOG website and social media suite to provide information about the region's long-range metropolitan transportation plan and short-range transportation improvement program, including the plan summary, plan report, map of planned street and highway network improvements, and amendments to the TIP and long-range plan. (ACOG)
10. Maintain the electronic Transportation Improvement Program system (e-TIP) with a public interface for greater agency transparency for federally funded TIP and MTP projects, as well as a public comment section to encourage feedback. (ACOG)
11. Participate in public outreach events, including but not limited to: Bike to Work Day, BikeFest, Open Streets, GIS Day, Earth Day, and other events. (ACOG)

#### *End Product*

A record of public forums and meetings will be maintained. Newsletters, brochures, publications, and press releases will be distributed, as needed. Notices will be published in the local newspaper(s) regarding proposed amendments to the regional transportation plan and Transportation Improvement Program (TIP).

Technical memoranda and reports documenting program activities, including:

- 3.01 (8) – FY 2024 Public Outreach Activities

## ELEMENT #4: TRANSPORTATION PLANNING ASSISTANCE AND COORDINATION

This element includes overseeing the effective operation of the organization through committee meetings, regular review of organizational structure and principles, certification requirements, and development and refinement of the Unified Planning Work Program (UPWP), local technical assistance projects, and other tasks.

### *Tasks Included:*

[4.01 - Program Coordination and Certification Process](#)

[4.02 - Local Technical Assistance Projects](#)

## Task 4.01: Program Coordination and Certification Process

### Background Information

A major function of ACOG is general program coordination encompassing specific tasks concerned with the continued operation of the ACOG MPO Metropolitan Planning Organization (MPO). The specific tasks included ensure effective operation and provide forums to address local transportation issues and to establish policy. ACOG also provides for grants management, technical assistance, and continued certification of ACOG MPO by the Federal Highway Administration (FHWA) and the Federal Transit Administration (FTA) for receiving federal capital and planning assistance under federal and state statutes. Similarly, transit providers undergo a review by FTA to ensure compliance with federal regulations and guidelines.

Efforts are also undertaken to monitor and review the current work program and develop a comprehensive program for the following year.

### Program Objective

Ensure that the transportation planning process is conducted in compliance with federal laws and guidance established by FHWA and FTA, state laws, and local statutes. Prepare documents necessary for the administration of the continuing planning process.

### Program Activities

1. Provide for the administration of ACOG MPO, its committees and subcommittees, and consultation with local officials participating in the ACOG MPO planning process. Provide necessary preparation for meetings and conduct all work necessary for holding these meetings and follow-up thereafter. (ACOG)
2. Provide for the financial administration of ACOG MPO planning grants and programs, including preparation of planning grant applications and management of the UPWP budget and any necessary revisions. (ACOG)
3. Monitor the FY 2025 UPWP and revise or amend, if needed. Develop the FY 2026 UPWP to include task descriptions and budget. Summarize FY 2025 accomplishments for the FY 2026 UPWP.
  - a. Explore implementing recommendations from the 2020 MPO quadrennial recertification review by FHWA and FTA. Begin preparing for the 2024 MPO quadrennial review, anticipated in fall 2024. (ACOG)
4. Prepare annual joint certification statement for FY 2024. Develop the statement in cooperation with ODOT and COTPA to document the MPO's effectiveness in fulfilling federal requirements regarding the 3C transportation planning process. (ACOG)
5. Convene quarterly meetings to facilitate discussion and coordination between ODOT, FHWA, ACOG, and other MPOs. (ODOT)
6. Continue administration and enforcement of drug-free workplace policies and programs. COTPA will continue to work with Edmond Citylink transit to ensure their testing program is compliant with FTA standards and that the annual MIS report is submitted in a timely manner. Successfully address in training and through communications the impact of the legalization of medical marijuana and safety sensitive employees. (ACOG, COTPA, Norman-Transit)

7. Document program compliance for various tasks, including but not limited to air quality, Environmental Justice, equal employment opportunity, periodic self-evaluation, and other legislation and regulations, as necessary. (ACOG, COTPA, Norman-Transit)
  - a. COTPA will be working diligently to recruit employees that are representative of our diverse community.
  - b. COTPA will continue statistical monitoring of employee training and development. In addition, COTPA continues to expand training offerings to mid-level management and to all employees and will ensure anti-discriminatory trainings and AA/EEO Program guidelines are being utilized in training, promotion and hiring.
  - c. Continue to implement and adjust as necessary Title VI Plans. (ACOG, COTPA, Norman-Transit)
  - d. Continue to implement and adjust as necessary Limited English Proficiency (LEP) Plans. (ACOG, COTPA, Norman-Transit)
  - e. Continue implementing Disadvantaged Business Enterprises (DBE) Program Plans and prepare a set of new DBE participation goals. (COTPA, Norman-Transit)
  - f. Continue to monitor sub-recipient and contractor compliance. (ACOG, COTPA, Norman-Transit)
  - g. Transit Asset Management (TAM)
    - a. Norman-Transit will continue to work with ODOT as necessary to update the state group TAM plan and submit documents to FTA or ACOG as needed. (Norman-Transit)
    - b. Continue to implement and adjust TAM plan as necessary. (COTPA)
  - h. Public Transit Agency Safety Plans (PTASP)
    - a. Continue to implement and adjust PTASP as necessary. (COTPA)
  - i. COTPA and Norman-Transit Triennial Reviews occurred in 2023. Staff will continue work with the FTA to address any findings and/or reported corrective actions and will likely continue Triennial Review compliance efforts and start preparing for the next review. final Triennial Review (COTPA, Norman-Transit)
  - j. Continue to conduct procurements with federal funds in a manner complying with federal guidance. Examples of potential procurements include fleet replacement, fleet expansion, technology infrastructure, software, maintenance needs, and projects supporting safety and security. (ACOG, COTPA, Norman-Transit)

#### *End Product*

Administrative and policy memoranda, reports and relevant documents as required for each activity, including:

- 4.01 (3) - FY 2026 Unified Planning Work Program

## Task 4.02: Local Technical Assistance Projects

### *Background Information*

During the fiscal year, staff respond to numerous requests for assistance from member local governments, state agencies, private organizations, and residents. Many of these requests relate to the ACOG MPO planning process, covering topics such as federal programs and funds established by the IIJA, project review, socioeconomic data, traffic counts, etc.

In the past, staff have also provided assistance to member entities for projects of a slightly larger scale than regular technical assistance requests.

### *Program Objective*

Provide information and technical services to member entities in an effort to assist them in the areas of planning and facility management. As studies are completed, technical capabilities and refined databases are developed, allowing for increased utilization of these services and information. The objective is to assist member entities in the application of existing data and analytical capabilities for solving specific local problems. Staff will respond to requests by member entities for assistance in preserving or improving existing community areas and ensuring orderly growth and development.

### *Program Activities (all activities to be conducted by ACOG)*

1. Provide information and transportation planning technical assistance upon request to assist local governments and sponsor agencies with acquiring socioeconomic, environmental, traffic, and land use data. Technical assistance and data support will be provided to COTPA, Norman-Transit, and other transit providers in the region for use in transit planning activities.
2. Monitor transportation related policy development as discussed in the Federal Register, Oklahoma Register, and the U.S. Department of Transportation website. Staff will also provide assistance in efforts to educate and inform local, state, and federal units of government regarding highway, bicycle and pedestrian, and transit related issues and priorities.
3. Continue to update, format, and catalog a set of standard regional information reports and databases to facilitate a timely response to requests.
4. Tabulate and analyze the technical assistance provided to local governments and others concerning the ACOG MPO transportation program.

### *End Product*

An ongoing resource to provide service to sponsor agencies and local units of government. Measurement of this activity is conducted by each staff member who records all technical assistance.

## ELEMENT #5: STAFF TRAINING AND MAINTENANCE AND PRODUCTION OF PLANNING RELATED DOCUMENTS

This element includes a task on providing adequate staff training to ensure that current, high-quality planning and research techniques are used in the Central Oklahoma transportation planning process. This element also includes work items to develop, maintain, and update all regional planning documents including technical reports, funding procedures, and other plan reports. These work items include the publication and re-publication of current planning documents to ensure the general availability of this information to interested persons and public officials.

### *Tasks Included:*

[5.01 - Staff Training](#)

[5.02 - Planning Documents, Reports, and Data Dissemination](#)

## Task 5.01: Staff Training

### *Background Information*

Staff members from ACOG, OKC Traffic Management, COTPA, and Norman-Transit attend various workshops, courses, seminars, and conferences to keep up with the state-of-the-art techniques in transportation planning. Additionally, they learn about new federal policies and emphasis areas toward transportation in general.

### *Program Objective*

Provide adequate staff training to ensure that current, high-quality planning and research techniques are used in the ACOG MPO Transportation Management Area.

### *Program Activities*

(Activities under this task will be completed by ACOG, OKC Traffic Management, COTPA, and Norman-Transit on an as needed basis)

1. Attend transportation planning courses, training sessions, seminars, conferences, and webinars in order to maintain and enhance technical capacity of staff. Training sessions will include but not be limited to traffic data collection and analysis, transportation planning, traffic engineering and transportation systems management, FTA grants management, transit software, transit operations, improved transportation service to persons with disabilities, air quality emissions modeling, performance management, public involvement, and modeling and analysis software.
2. Attend professional development workshops, courses, seminars, webinars, and conferences and other such meetings related to transportation planning, transit security and grant programs.
3. Review transportation related literature and publications by staff to help keep up with state-of-the-art techniques.

### *End Product*

- Technical training for staff.



## Task 5.02: Planning Documents, Reports, and Data Dissemination

### *Background Information*

Technical documents with information describing study, databases, methodology and results are produced for distribution to various committee members and other agencies connected with the transportation program.

### *Program Objective*

Maintain a technical record of the transportation data gathering, data analysis, and planning procedures for future work consistency and time series review.

### *Program Activities*

ACOG, OKC Traffic Management, COTPA, and Norman-Transit are responsible for preparation of their own reports. Progress reports are due quarterly to ACOG.

1. Document procedures, methods, and testing used for the transportation planning process in technical work papers or reports.
2. Document work by task activity for progress reports.
3. Continue to improve formats, standards, and metadata for maps, data, and reports. Promote data exchange, particularly in the areas of GIS data and computer-generated maps.

### *End Product*

- Technical reports describing work accomplished for a specific UPWP subtask which are submitted to the ACOG MPO Technical Committee and ACOG MPO Policy Committee for their review and comment before finalization.
- Maps related to all or part of the ACOG MPO area.
- Progress reports.

## ELEMENT #6: MANAGEMENT

This work item provides for the effective administration of the continuing planning process. Included under this item is the supervision and coordination of personnel assigned to the study and office management.

*Task Included:*

[6.01 - Direct Project Management](#)

**Task 6.01: Direct Project Management***Background Information*

This task provides for the management and support of ACOG MPO planning, research, and technical assistance activities. This includes responsibility for accounting, budgeting, and personnel management.

*Program Objective*

Provide for the effective administration of the ACOG MPO. Manage grants and contracts with ODOT, OKC Traffic Management, consultants, and other entities and agencies. Support the various transportation related committees; manage the ACOG MPO transportation planning staff; and maintain liaison with the affected public and private interests.

*Program Activities (all activities to be conducted by ACOG)*

1. Supervise personnel assigned to the ACOG MPO planning work. Monitor work on the UPWP and evaluate progress.
2. Prepare and maintain adequate records of correspondence, purchasing, grant applications, annual audit, and contracts.
3. Prepare progress reports to include accounting reports for ODOT, FHWA, and FTA.
4. Review federal policies and procedures as they relate to the 3-C urban transportation planning process. Analyze the IIJA, and any subsequent federal guidance, for its effect on the current planning process and recommend modifications as needed.

*End Product*

A U.S. Department of Transportation certified transportation planning process.

**File Attachments for Item:**

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-15: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$366,577.68 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF CCTV CAMERA UPGRADES (PHASE 2) AT VARIOUS INTERSECTIONS IN NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** August 13, 2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-15: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$366,577.68 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF CCTV CAMERA UPGRADES (PHASE 2) AT VARIOUS INTERSECTIONS IN NORMAN.

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### **BACKGROUND:**

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

### **DISCUSSION:**

On or before September 4, 2024, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2028 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with a cost that matches the Final Engineer's Estimate.

### **RECOMMENDATION:**

Staff recommends approval of Resolution No. R-2425-15 (CCTV Camera Upgrades (Phase 2) at Various Intersections) requesting \$366,577.68 in Federal STBG/UZA-SAFETY funds for 100% of the construction cost.

R-2425-15

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$366,577.68 IN STBG-UZA- SAFETY FUNDING FOR THE INSTALLATION OF CCTV CAMERA UPGRADES (PHASE 2) AT VARIOUS INTERSECTIONS IN NORMAN.**

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**CCTV Camera Upgrades (Phase 2) at Various Intersections**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$366,577.68 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA - Safety funds is hereby requested in the amount of \$366,577.68 or 100% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

**R-2425-15**

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

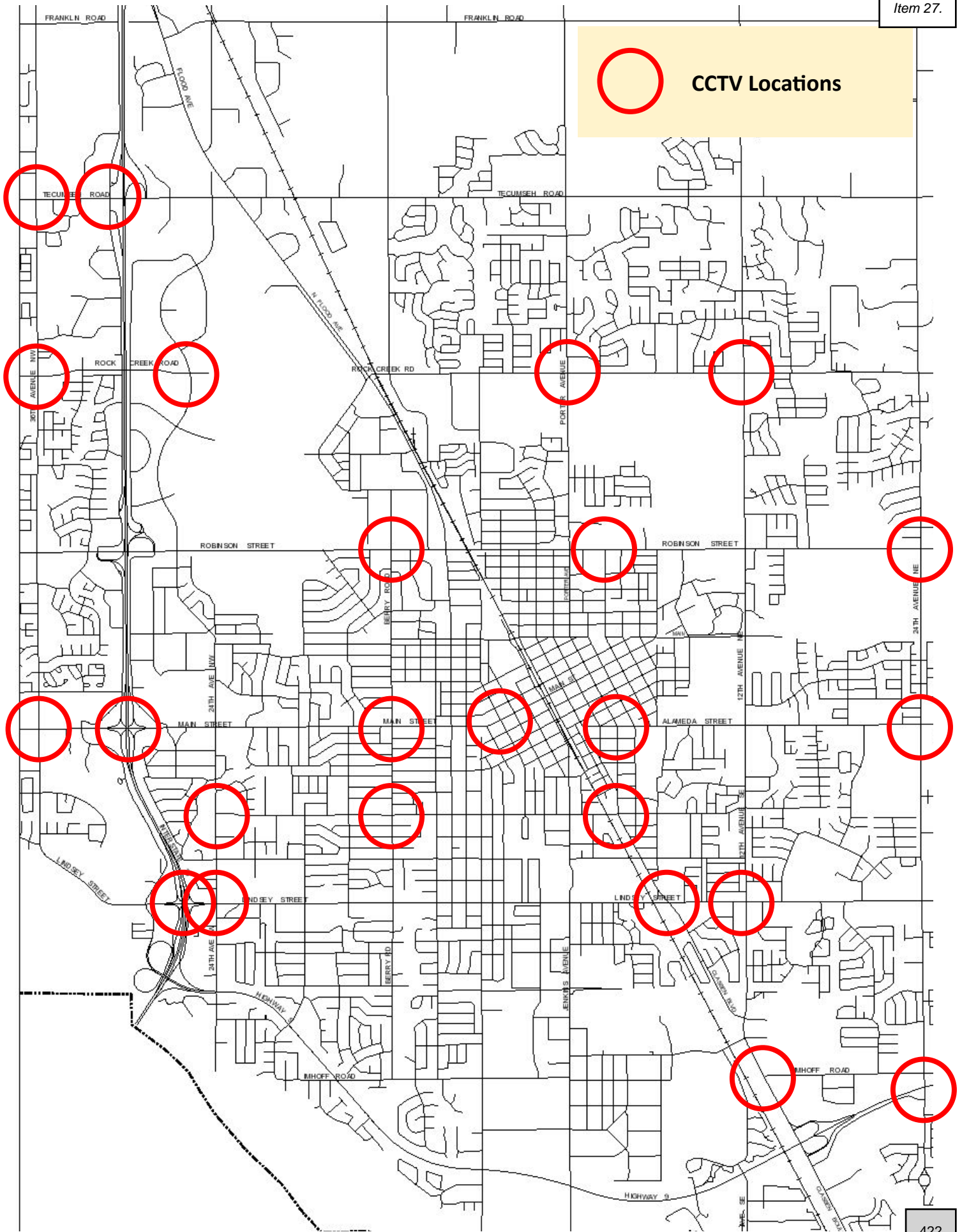
PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

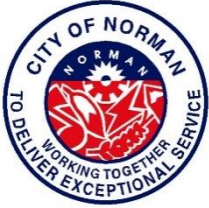
\_\_\_\_\_  
City Clerk





**File Attachments for Item:**

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$595,208.02 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF REFLECTORIZED TRAFFIC SIGNAL BACKPLATES UPGRADES (PHASE 2) AT VARIOUS INTERSECTIONS IN NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** August 13, 2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-16: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$595,208.02 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF REFLECTORIZED TRAFFIC SIGNAL BACKPLATES UPGRADES (PHASE 2) AT VARIOUS INTERSECTIONS IN NORMAN.

---

### **BACKGROUND:**

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

### **DISCUSSION:**

On or before September 4, 2024, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2028 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with a cost that matches the Final Engineer's Estimate. A project location map is attached.

### **RECOMMENDATION:**

Staff recommends approval of Resolution No. R-2425-16 (Reflectorized Traffic Signal Backplates Upgrades (Phase 2) at Various Intersections in Norman) requesting \$595,208.02 in Federal STBG/UZA-SAFETY funds for 100% of the construction cost.

R-2425-16

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$595,208.02 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF REFLECTORIZED TRAFFIC SIGNAL BACKPLATES UPGRADES (PHASE 2) AT VARIOUS INTERSECTIONS IN NORMAN.**

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Reflectorized Traffic Signal Backplates Upgrades (Phase 2) at Various Intersections in Norman.**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$595,208.02 and Federal participation under the terms of the 2022 – Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA - Safety funds is hereby requested in the amount of \$595,208.02 or 100% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

**R-2425-16**

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

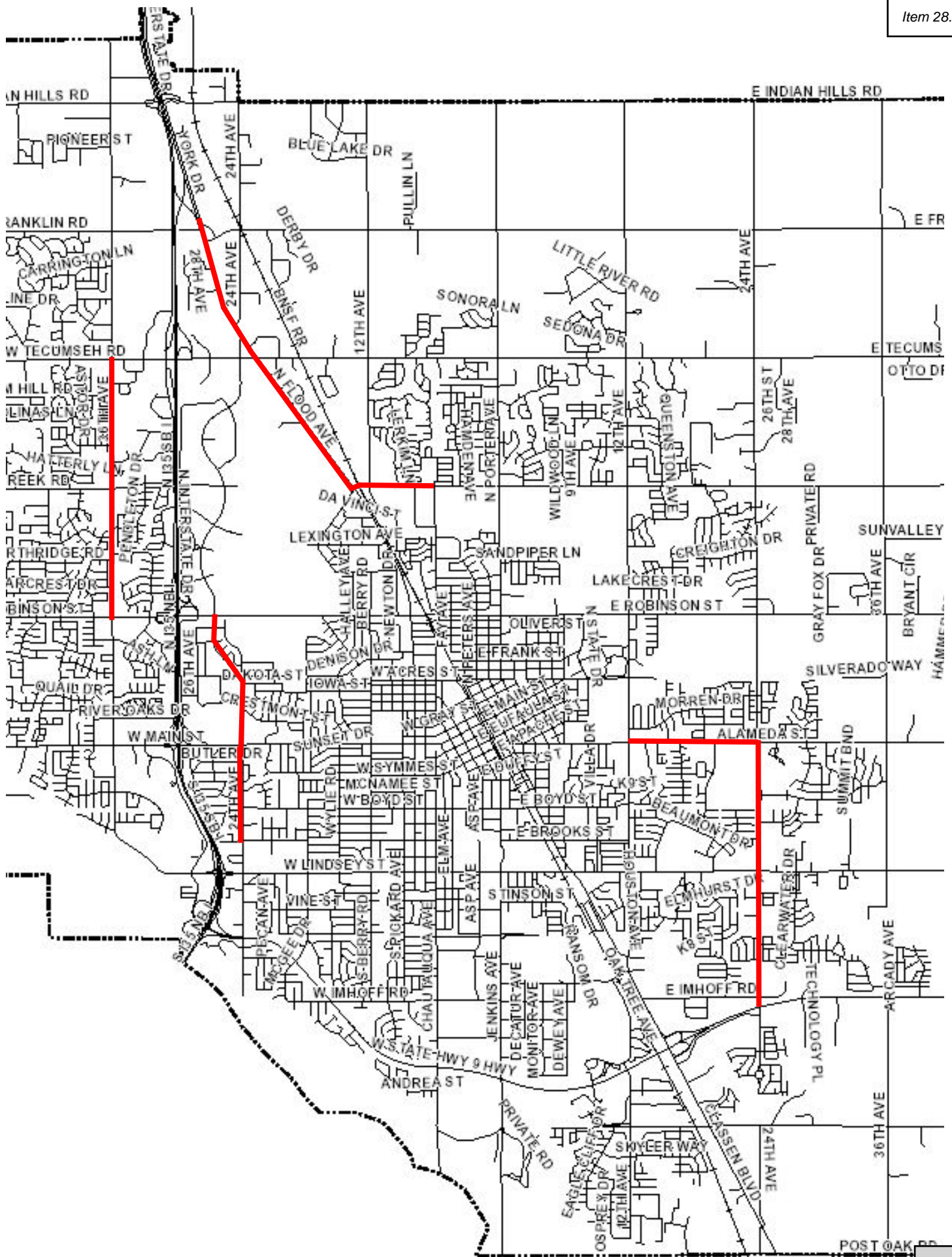
PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

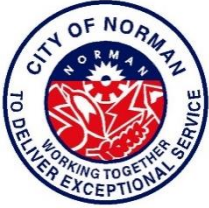




**File Attachments for Item:**

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-17: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$583,772.57 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE 36<sup>TH</sup> AVENUE NW INTERSECTION WITH CASCADE BOULEVARD IN NORMAN.





## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** August 13, 2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-17: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$583,772.57 IN STBG-UZA-SAFETY FUNDING FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE 36<sup>TH</sup> AVENUE NW INTERSECTION WITH CASCADE BOULEVARD IN NORMAN.

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### **BACKGROUND:**

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

### **DISCUSSION:**

On or before September 4, 2024, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2028 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with a cost that matches the Final Engineer's Estimate (a project location map is attached).

### **RECOMMENDATION:**

Staff recommends approval of Resolution R-2425-17 (Traffic Signal Installation at the 36<sup>th</sup> Avenue NW intersection with Cascade Boulevard in Norman) requesting \$583,772.57 in Federal STBG/UZA-SAFETY funds for 100% of the construction cost.

R-2425-17

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$583,772.57 IN STBG-UZA- SAFETY FUNDING FOR THE INSTALLATION OF A TRAFFIC SIGNAL AT THE 36<sup>TH</sup> AVENUE NW INTERSECTION WITH CASCADE BOULEVARD IN NORMAN.**

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Installation of a Traffic Signal at the 36<sup>th</sup> Avenue NW intersection with Cascade Boulevard in Norman.**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$583,772.57 and Federal participation under the terms of the 2022 – Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA - Safety funds is hereby requested in the amount of \$583,772.57 or 100% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

**R-2425-17**

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

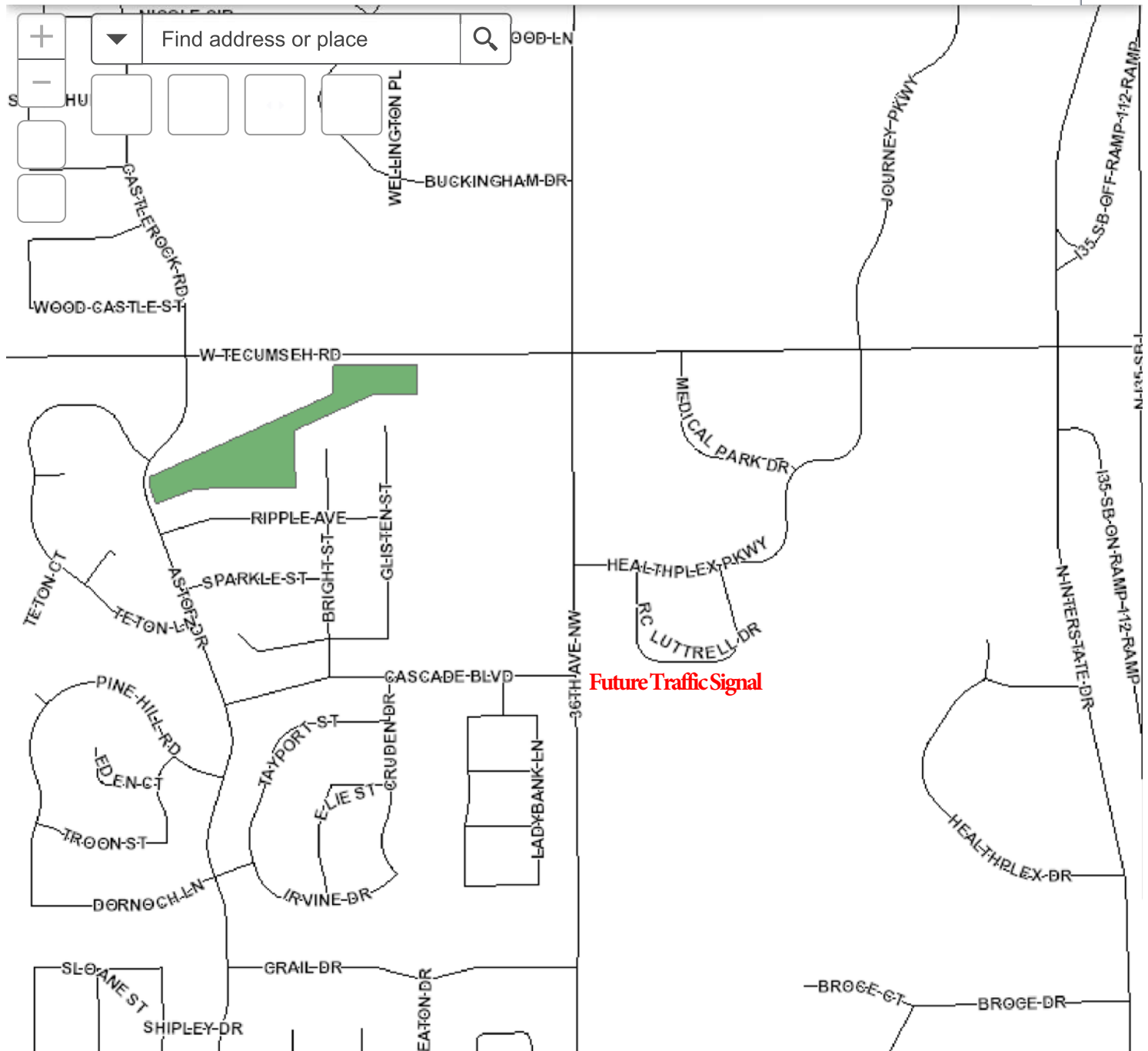
ATTEST:

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



# Interactive Map

City of Norman, Oklahoma



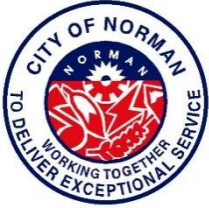
Future Traffic Signal

600ft

2,123,622.294 700,016.183 Feet

**File Attachments for Item:**

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$431,357.23 IN STBG-UZA-SAFETY FUNDING FOR VIDEO DETECTION UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** August 13, 2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-18: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$431,357.23 IN STBG-UZA-SAFETY FUNDING FOR VIDEO DETECTION UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN.

### BACKGROUND:

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

### DISCUSSION:

On or before September 4, 2024, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2028 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with costs that match the submitted engineering estimate.

### RECOMMENDATION:

Staff recommends approval of Resolution No. R-2425-18 (Video Detection Upgrades (Phase 3) at Various Intersections in Norman) requesting \$431,357.23 in Federal STBG/UZA-SAFETY funds for 100% of the construction cost.

R-2425-18

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING FEDERAL SURFACE TRANSPORTATION PROGRAM URBANIZED AREA (STP-UZA-SAFETY) FUNDS FOR THE INSTALLATION OF VIDEO DETECTION UPGRADES (PHASE 3) AT VARIOUS INTERSECTIONS IN NORMAN.**

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Video Detection Upgrades (Phase 3) at Various Intersections in Norman.**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$431,357.23 and Federal participation under the terms of the 2022 – Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA - Safety funds is hereby requested in the amount of \$431,357.23 or 100% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and



**R-2425-18**

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

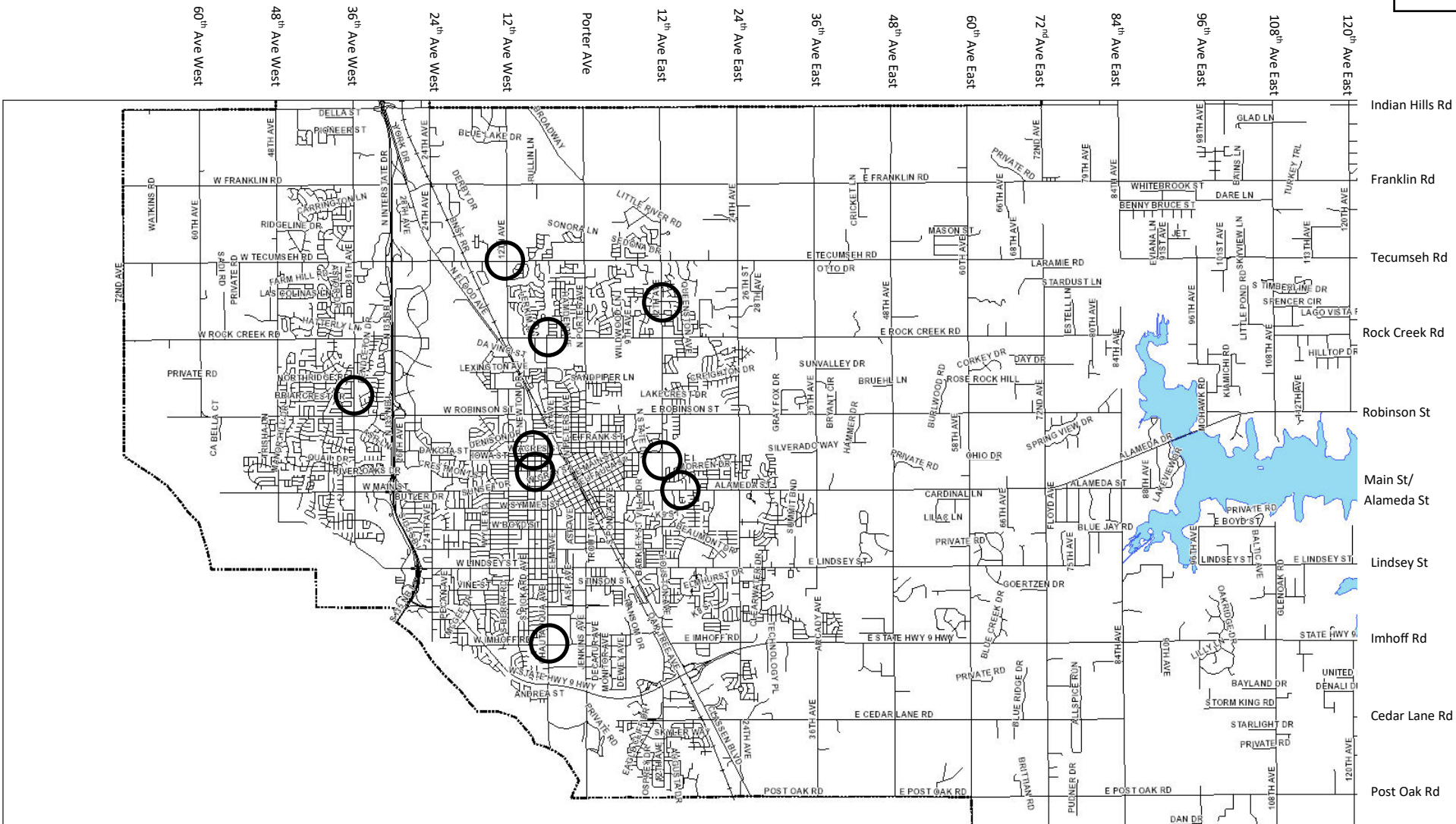
- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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



**File Attachments for Item:**

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-19: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$7,500,000.00 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO 36TH AVENUE NW BETWEEN TECUMSEH ROAD AND FRANKLIN ROAD IN NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** August 13, 2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-19: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$7,500,000.00 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO 36<sup>TH</sup> AVENUE NW BETWEEN TECUMSEH ROAD AND FRANKLIN ROAD IN NORMAN.

---

### **BACKGROUND:**

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

### **DISCUSSION:**

On or before September 4, 2024, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2028 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with a cost that matches the Engineer's Estimate.

### **RECOMMENDATION:**

Staff recommends approval of Resolution No. R-2425-19 (36<sup>th</sup> Avenue NW Improvements between Tecumseh Road and Franklin Road) requesting \$7,500,000.00 in Federal STBG/UZA funds for 61.04% of the projected construction cost.

R-2425-19

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$7,500,000 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO 36<sup>TH</sup> AVENUE NW BETWEEN TECUMSEH ROAD AND FRANKLIN ROAD IN NORMAN.**

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Widening and traffic signal installation on 36<sup>th</sup> Avenue NW between Tecumseh Road and Franklin Road**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$12,286,214.45 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA funds is hereby requested in the amount of \$7,500,000.00 or 61.04% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

**R-2425-19**

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-20: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,358.48 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

**REQUESTER:** Ryan Riddel, Assistant City Attorney

**PRESENTER:** Ryan Riddel, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-20: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,358.48 FROM THE REFUNDS / REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT TO REPAIR CITY VEHICLES DAMAGED BY OTHER DRIVERS IN TRAFFIC COLLISIONS.

### BACKGROUND:

Funding is required to repair City vehicles that are damaged in traffic collisions. To assist with this process, the City has contracted with Alternative Claims Management (ACM) to pursue reimbursement of damage costs from the other driver's insurance policy when the collision is the fault of the other driver.

ACM has remitted payment to the City in the total amount of \$6,358.48. This item requests appropriation of these funds to the Miscellaneous Services/Uninsured Losses account to pay for vehicle repairs.

### DISCUSSION:

Insurance reimbursement has been received for the following incidents:

On July 7, 2023, a Police Department vehicle (Unit 1223) received damage when it was struck by another driver who hit the stopped PD Unit from behind. Farmers Insurance determined their driver to be at fault and payment for damage costs was collected by ACM and remitted to the City in the amount of \$3,400.49.

On February 6, 2024, a Police Department vehicle (Unit 1182) received damage when it was struck by another driver who failed to yield to traffic while exiting a parking lot. Progressive Insurance determined their driver to be at fault and payment for damage costs was collected by ACM and remitted to the City in the amount of \$2,957.99.

The collections outlined above, totaling \$6,358.48 and issued by ACM on check number 9902655019, were received by the City and forwarded for deposit into the Refunds/Reimbursements Risk Management account on July 19, 2024.

**RECOMMENDATION:**

Staff recommends the approval of R-2425-20 for the appropriation of the above-referenced insurance reimbursement funds of \$6,358.48 from Refunds/Reimbursements Risk Management (Account 439-365264) to Miscellaneous Services – Uninsured Losses (43330104-44798) for the repair of City of Norman vehicles.

R-2425-20

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$6,358.48 FROM THE REFUNDS / REIMBURSEMENTS RISK MANAGEMENT ACCOUNT TO PAY FOR REPAIRS OF CITY OF NORMAN VEHICLES DAMAGED BY OTHER DRIVERS.

- § 1. WHEREAS, Alternative Claims Management (ACM) assists the City of Norman to collect insurance funds when a City vehicle is damaged by another driver during an auto collision; and
- § 2. WHEREAS, ACM has remitted payment to the City in the amount of \$6,358.48 representing funds received from insurance. These funds were forwarded for deposit into the City's Refunds/Reimbursements Miscellaneous Risk Management Account on July 19, 2024; and
- § 3. WHEREAS, these funds should be appropriated to the City vehicle repairs account so repairs can be made;

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

- § 4. THAT the following appropriation be made as follows:

Account Name	Losing Account	Gaining Account	Amount
Misc. Serv. – Uninsured Losses	439-365264	43330104-44798	\$ 6,358.48

PASSED AND ADOPTED this 13th day of August, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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





**DATE:** July 19, 2024

**TO:** Clint Mercer, Chief Accountant

**FROM:** Sarah Encinias, Legal Admin Tech *SE*

**SUBJECT:** City of Norman Debt Recovery – Damage to Fleet Vehicles

The City of Norman has contracted with Alternative Claims Management (ACM) to provide damage recovery services for the City when a loss is caused by an at-fault party. At-fault parties are automobile drivers who are involved in a collision with a City vehicle and is found to be the cause, or at-fault, of the collision. ACM pursues payment from the at-fault party's insurance company and sends payment to the City.

Attached is check #9902655019 from ACM in the total amount of \$6,358.48. This payment represents damage reimbursement from insurance companies for the incidents described below.

Please advise if you need additional information regarding this payment.

Vehicle Unit	Date of Incident	Insured	Insurance	Payment Amount
1223	7/7/2023	Z. Eddy	Farmers Insurance	\$ 3,400.49
1182	2/6/2024	G. Six	Progressive Insurance	\$ 2,957.99

*Attachment*

cc: Kevin Foster, Chief of Police  
 Chad Vincent, Major, Community & Staff Services Bureau  
 Lisa Tullius, Admin Tech III  
 Mike White, Fleet Program Manager  
 Mark Delgado, Light Repair Supervisor  
 Jennell James, Fleet Service Writer  
 Barbara Andros, Revenue Collection Supervisor

office memorandum

Remittance Info: Inv C-21940  
Alternative Claims Management

JPMorgan Chase Bank, N.A.  
Verify: 888-237-9615  
90-7162/3222

9902655019  
Item 32.

PAY TO THE ORDER OF NORMAN POLICE DEPARTMENT

\$ 6358.48

Six Thousand Three Hundred Fifty-Eight and 48/100

DOLLARS

VOID AFTER 90 DAYS

From: Alternative Claims Management  
Pay To: NORMAN POLICE DEPARTMENT

Date: 7/1/2024

Check #: 9902655019

Invoice Number	Bill Amount	Bill Payment Amount
C-21940	\$6,358.48	\$6,358.48
Total		\$6,358.48

Get paid up to  
7 days earlier  
with Bill.com!

Create a **free account** and get your next payment deposited directly to your bank account.

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oir01kih



**File Attachments for Item:**

33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-21: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TAP FUNDING FOR THE CONSTRUCTION OF SIDEWALK ALONG THE SOUTH SIDE OF BOYD STREET FROM BERRY ROAD TO FLOOD AVENUE IN NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 8/13/2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-21: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TAP FUNDING FOR THE CONSTRUCTION OF SIDEWALK ALONG THE SOUTH SIDE OF BOYD STREET FROM BERRY ROAD TO FLOOD AVENUE IN NORMAN.

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### **BACKGROUND:**

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

Funds set aside for ACOG TAP include all projects and activities that were previously eligible under TE, encompassing a variety of transportation projects that prioritize safety, comfort, and connectivity to destinations for all people who use the street network such as pedestrian and bicycle facilities, recreational trails, safe routes to school projects, community improvements such as historic preservation and vegetation management, and environmental mitigation related to Stormwater and habitat connectivity. The call for projects, through the (ACOG), is now open and will remain open through September 3, 2024.



**DISCUSSION:**

The construction of a sidewalk along the south side of Boyd Street between Berry Road and Flood Avenue has been the subject of significant conversation over the past couple of years (a location map is attached). This project will help to increase pedestrian mobility in Norman and has the support of Norman Public Schools. If City Council approves this programming resolution, staff will submit an application for the construction of a sidewalk along the south side of Boyd Street between Berry Road and Flood Avenue.

The call for projects documentation indicates that this round of TAP funding is for federal fiscal year 2024-2025 (FFY 2025). City Staff would enlist consultant serves to complete the plans necessary to construct the sidewalk. Aside from design costs and any right-of-way costs, the only cost to the City would be the 20% City share of construction, which is estimated at \$164,967.77. City staff would need to request a re-allocation or appropriation of these funds in the City fiscal year 2024-2025 (FYE 2025) and bid the project through ODOT once eligible. In that case, construction of this sidewalk could be completed by mid to late 2025.

**RECOMMENDATION:**

Staff recommends approval of Resolution R-2425-21 (Boyd Street Sidewalk South Side Between Berry Road and Flood Avenue) requesting ACOG TAP funding to provide 80% of the anticipated \$824,838.85 construction cost.



North

Not To Scale

S. Berry Road

W. Boyd Street

Relocate signal pole and boxes and add pedestrian push buttons - field fit to site conditions

Remove and replace striping - field fit to site conditions

Remove and replace sidewalk and ramps - field fit to site conditions

Install new sidewalks - field fit to site conditions

Remove trees and Vegetation

Install new Pedestrian push button poles x 4

Install new striping - field fit to site conditions

Install new retaining wall - field fit to site conditions

Remove and replace driveways - field fit to site conditions





North

Not To Scale

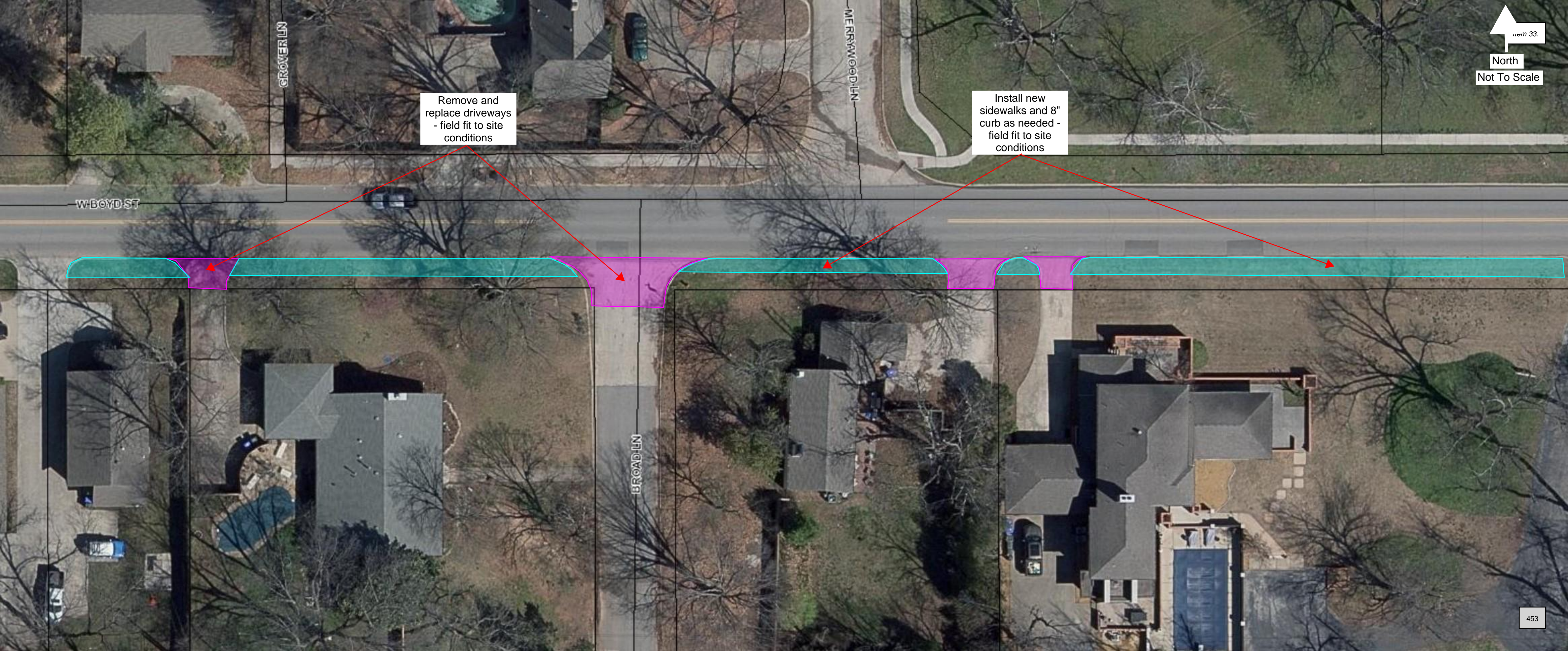
Install new  
sidewalks and 8"  
curb as needed -  
field fit to site  
conditions

Remove and  
replace driveways  
- field fit to site  
conditions

Install new  
sidewalks and 8"  
curb as needed -  
field fit to site  
conditions

W BOYD ST



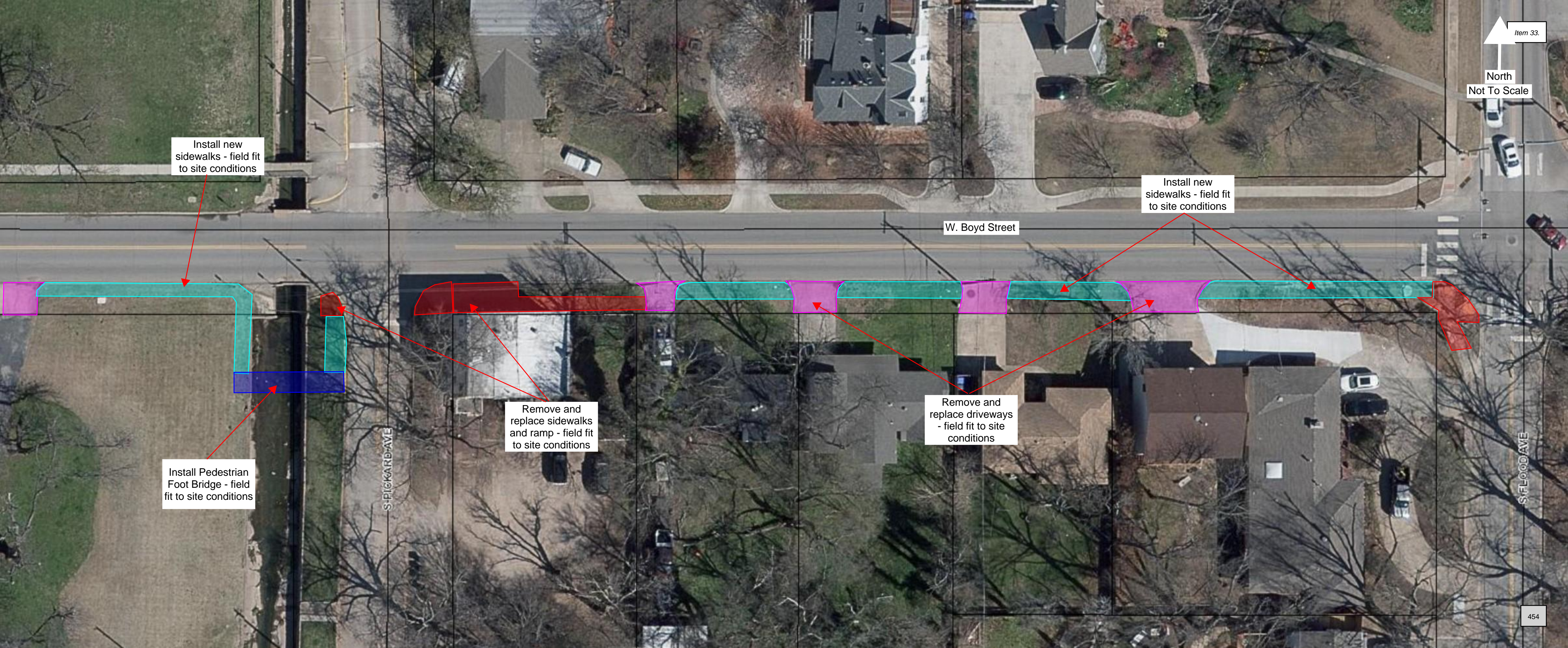


Remove and  
replace driveways  
- field fit to site  
conditions

Install new  
sidewalks and 8"  
curb as needed -  
field fit to site  
conditions

item 33.  
North  
Not To Scale





Install new  
sidewalks - field fit  
to site conditions

Install new  
sidewalks - field fit  
to site conditions

W. Boyd Street

Install Pedestrian  
Foot Bridge - field  
fit to site conditions

Remove and  
replace sidewalks  
and ramp - field fit  
to site conditions

Remove and  
replace driveways  
- field fit to site  
conditions

S. PICKARD AVE

S. FLOOD AVE



R-2425-21

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING ACOG TA FUNDING FOR TRANSPORTATION ALTERNATIVES PROGRAM FOR THE INSTALLATION OF SIDEWALK ALONG THE SOUTH SIDE OF BOYD STREET FROM BERRY ROAD TO FLOOD AVENUE.**

- § 1. WHEREAS, Federal ACOG TAP funds have been made available for the construction of eligible projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected two pedestrian crossing system projects described as follows:

**Installation of sidewalk along the south side of Boyd Street from Berry Road to Flood Avenue in Norman.**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$824,838.85 and Federal participation under the terms of the ACOG TAP funding for transportation alternatives, is hereby requested in the amount of \$659,871.08 or 80% of the construction cost; and
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications. and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (EPA) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (NPDES) permit with the EPA which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

**R-2425-21**

- § 9. WHEREAS, the City of Norman further agrees to deposit with the Oklahoma Department of Transportation the matching funds required (20% of the construction cost) 30 days after approval by the Federal Highway Administration.

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

- § 10. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

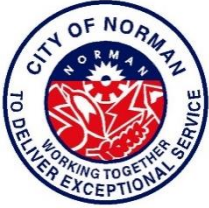
ATTEST:

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



**File Attachments for Item:**

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-22: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$5,413,176.03 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO LINDSEY STREET BETWEEN PICKARD AVENUE AND ELM AVENUE IN NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** August 13, 2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-22: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$5,413,176.03 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO LINDSEY STREET BETWEEN PICKARD AVENUE AND ELM AVENUE IN NORMAN.

### **BACKGROUND:**

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

### **DISCUSSION:**

On or before September 4, 2024, staff will submit the twenty highest ranked projects for consideration in the formulation of ACOG's 2028 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with a cost that matches the Engineer's Estimate.

### **RECOMMENDATION:**

Staff recommends approval of Resolution R-2425-22 (Lindsey Street Improvements between Pickard Avenue and Elm Avenue) requesting \$5,413,176.03 in Federal STBG/UZA funds for 80% of the projected construction cost.

R-2425-22

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$5,413,176.03 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO LINDSEY STREET BETWEEN PICKARD AVENUE AND ELM AVENUE IN NORMAN.**

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Improvements to Lindsey Street between Pickard Avenue and Elm Avenue**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$6,766,470.04 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA funds is hereby requested in the amount of \$5,413,176.03 or 80.00% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

**R-2425-22**

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

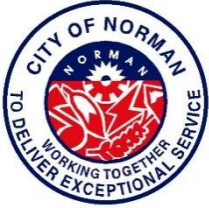
\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-23: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,600,104 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO THE 36<sup>TH</sup> AVENUE NW INTERSECTION WITH TECUMSEH ROAD IN NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** August 13, 2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-23: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$1,600,104 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO THE 36<sup>TH</sup> AVENUE NW INTERSECTION WITH TECUMSEH ROAD IN NORMAN.

### BACKGROUND:

The 2022 – Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

### DISCUSSION:

On or before September 4, 2024, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2028 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with a cost that matches the Engineer's Estimate.

### RECOMMENDATION:

Staff recommends approval of Resolution R-2425-23 (Intersection Improvements at 36<sup>th</sup> Avenue NW and Tecumseh Road) requesting \$1,600,104 in Federal STBG/UZA funds for 80% of the projected construction cost.

R-2425-23

**A RESOLUTION OF THE COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA, REQUESTING \$1,600,104 IN STBG-UZA  
FUNDING FOR IMPROVEMENTS TO 36<sup>TH</sup> AVENUE NW AND  
TECUMSEH ROAD INTERSECTION IN NORMAN.**

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Intersection Improvements at 36<sup>th</sup> Avenue NW and Tecumseh Road in Norman**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$2,000,130 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA funds is hereby requested in the amount of \$1,600,104 or 80.00% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and



**R-2425-23**

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

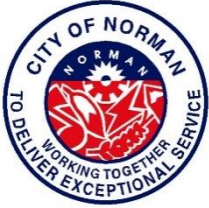
\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-24: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$831,512 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO THE 36TH AVENUE NW INTERSECTION WITH CRAIL DRIVE IN NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** August 13, 2024

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-24: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA REQUESTING \$831,512 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO THE 36<sup>TH</sup> AVENUE NW INTERSECTION WITH CRAIL DRIVE IN NORMAN.

### BACKGROUND:

The 2022 –Infrastructure Investment and Jobs Act (IIJA Act) federal transportation funding bill allocates approximately \$40 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is used to fund safety projects at 100% of their construction cost.

Every year, the Association of Central Oklahoma Governments (ACOG) coordinates a regional evaluation process that identifies transportation improvements eligible for federal funding. Individual projects are rated and compared to one another using a pre-established criterion. The process ends with the formulation of the region's transportation improvement program and the decision to use federal funds to pay for a significant portion of the cost of the higher priority projects.

### DISCUSSION:

On or before September 4, 2024, staff will submit the ten highest ranked projects for consideration in the formulation of ACOG's 2028 Transportation Improvement Program update. To be eligible, each submitted project must have a programming resolution submitted for the project with a cost that matches the Engineer's Estimate.

### RECOMMENDATION:

Staff recommends approval of Resolution R-2425-24 (Intersection Improvements at 36<sup>th</sup> Avenue NW and Crail Drive) requesting \$831,512 in Federal STBG/UZA funds for 80% of the projected construction cost.

R-2425-24

**A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REQUESTING \$1,600,104 IN STBG-UZA FUNDING FOR IMPROVEMENTS TO 36<sup>TH</sup> AVENUE NW AND CRAIL DRIVE INTERSECTION IN NORMAN.**

- § 1. WHEREAS, Federal STP/UZA funds have been made available for the construction of eligible urban projects; and
- § 2. WHEREAS, the Council of the City of Norman has selected a roadway improvement project described as follows:

**Intersection Improvements at 36<sup>th</sup> Avenue NW and Crail Drive in Norman**

- § 3. WHEREAS, the engineer's preliminary estimate of total construction cost is \$1,039,390 and Federal participation under the terms of the 2022 –Infrastructure Investment and Jobs Act (IIJA Act), relating to STP/UZA funds is hereby requested in the amount of \$831,512 or 80.00% of the construction cost.
- § 4. WHEREAS, the City of Norman will arrange for a qualified engineer to furnish engineering services for the preparation of detailed plans, specifications, and estimates; and
- § 5. WHEREAS, the City of Norman agrees to provide satisfactory maintenance after completion; and
- § 6. WHEREAS, the City of Norman agrees to provide, at its sole cost, all required right-of-way necessary and to relocate any utilities required/affected by this project; and
- § 7. WHEREAS, the City of Norman agrees, as a condition to receiving any Federal financial assistance from the Oklahoma Department of Transportation, that it will comply with Title VI of the Civil Rights Act of 1964, 78 Stat. 252, 42. U.S.C. 2000d et seq., and all requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, "Nondiscrimination of Federally-Assisted Programs of the Oklahoma Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964"; and
- § 8. WHEREAS, the City of Norman agrees to become jointly responsible, with the Oklahoma Department of Transportation and the contractor as co-applicants, for meeting all Environmental Protection Agency (E.P.A.) requirements for storm water runoff from this project. Further, if required, the City agrees to file jointly with the Department and the contractor, the general National Pollutant Discharge Elimination System (N.P.D.E.S.) permit with the E.P.A. which authorizes the storm water discharges associated with activity from the construction site identified in this resolution; and

**R-2425-24**

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

- § 9. That the State Transportation Commission is hereby requested to concur in the selection of this project for construction and to submit same to the Federal Highway Administration for their approval.

PASSED AND ADOPTED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2024.

\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-29: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY CARL SHANON SMITH UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *CARL SHANON SMITH V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2023-00163 Q; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 8/13/24

**REQUESTER:** Jeanne Snider

**PRESENTER:** Jeanne Snider, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-29: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY CARL SHANON SMITH UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *CARL SHANON SMITH V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2023-00163 Q; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

### BACKGROUND:

Carl Shanon Smith is a former Firefighter for the City of Norman's Suppression Division of the Fire Department. He was hired on December 5, 2005, and after 17 years of employment, retired on December 16, 2022. Mr. Smith filed Workers Compensation Commission Case 2023-00163 Q on January 10, 2023, alleging a single incident injury to the Lower Back on June 7, 2022 from slipping on a wet floor. The claim was accepted and has proceeded through the normal litigation process. On July 11, 2024, the claim was amended to add Abdomen and Left Groin, Abdomen for disfigurement purposes only.

Prior to a trial being held, a court ordered mediation was held July 15, 2024 and Mr. Smith agreed to a settlement in the total amount of \$27,032, which represents 17 percent (low back), 0 percent (abdomen), and 0 percent (left groin, abdomen) permanent partial disability (PPD) to the whole body and \$5,000 for disfigurement to the abdomen. The settlement is recommended for consideration by the City Council.

### DISCUSSION:

Medical Treatment. Mr. Smith was examined at Norman Regional Occupational Medicine the day of his injury and was treated conservatively to include physical therapy. He reportedly had



a previous back injury in 2019 and since that time had continued intermittent low back pain with left sciatica. He was sent for a magnetic resonance imaging (MRI) and due to findings was referred for orthopedic evaluation. At Mr. Smith's request, he seen on August 18, 2022 by Dr. Padilla, his orthopedist from the 2019 back injury. After comparing MRI studies, Dr. Padilla placed him on total temporary disability and prescribed a conservative course of care to include a corset back brace and additional physical therapy. Due to continued symptomatology, Dr. Padilla referred him for orthopedic spine evaluation and treatment. He was initially seen by Dr. Nees on November 4, 2022 and surgical intervention of a two-level fusion at L4-5 and L5-S1 was recommended. Mr. Smith underwent a discogram on December 20, 2022 confirming damage to the L4-5 and L5-S1 discs. On February 13, 2023, he underwent a L4-5 and L5-S1 total disc arthroplasty using Aesculap artificial discs followed by postoperative physical therapy. Preventatively, he was sent for serum cobalt and chromium level testing and results were found to be within normal limits. He continued to follow-up with Dr. Nees and was released at maximum medical improvement without restrictions on January 2, 2024.

Issues for Trial. There is no question Mr. Smith injured his low back in the course of his employment with the City. The primary issues to be tried before the Workers' Compensation Commission are the extent of Mr. Smith's injury and whether the injury was permanent in nature. Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of PPD.

Evaluations. Mr. Smith was evaluated by Lonnie Litchfield, M.D. on January 24, 2024, regarding the above claim and opined a rating of 27 percent (\$34,992) permanent partial impairment (PPI) to the whole body regarding the low back over and above any prior injury. In addition, Dr. Litchfield opined that Mr. Smith would need continued care in the form of pain management to include assignment of a pain management specialist for treatment as well as given entitlements for prescription medication or any treatments his treating physician would deem necessary. Dr. Litchfield further opined that Mr. Smith had sustained permanent anatomical abnormalities and loss of function and should be sent for vocational rehabilitation if the City is unable to accommodate his impairment. Mr. Smith was then evaluated by the City's medical expert, William Jones, M.D., MPH. Dr. Jones opined 7 percent (\$9,072) whole man PPI regarding the back over and above his prior back injury; ongoing palliative and maintenance medications or physicians care would not be needed; and no objective evidence to warrant future medical treatment, including vocational retraining. In addition, he opined that Mr. Smith's artificial disk hardware is not a medical device or prosthetic device and is not intended to be repaired, replaced, or removed. The City's maximum exposure for total PPI would be \$34,992.

Trial. The case proceeded through the normal litigation process; however, Mr. Smith has agreed to a settlement of the case as outlined below. If a trial was held, the Judge could determine nature and extent to Mr. Smith's injury and award PPD.

Proposed Settlement. The City of Norman received Child Support Court Orders from the State of Oklahoma. The Orders would reduce the net settlement for Mr. Smith by \$7,914.96. The proposed settlement to close Workers' Compensation Commission Case 2023-00163 Q in a lump sum payment of \$27,032 (less attorney fee and court ordered child support) representing the settlement amount described above. Pursuant to 85A O.S. § 31(7), for injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$660.96,

representing (3%) of the PPD award shall be deducted and paid to the Oklahoma Tax Commission.

It is felt that the settlement is fair and reasonable. A settlement is beneficial to the City in that it is a full, final and complete settlement of any and all claims and closes out any continued medical treatment. This settlement is beneficial to Mr. Smith in that it provides certainty for an award and would be paid in a lump sum rather than at a weekly rate over a period of time.

Furthermore, if the case was settled in this manner, the City would incur additional costs and fees of:

Workers' Compensation Administration Fund Tax in the amount of \$440.64; Special Occupational Health & Safety Tax in the amount of \$202.74; and Workers Compensation Commission Filing fee in the amount of \$140. In addition, the City would incur an additional cost and fee for the Cleveland County Court Filing Fee in the amount of \$154.14.

These additional costs and fees total \$937.52, which brings the total cost of this settlement to the City to \$27,969.52. Adequate funds are available in the Order/Settlements Account (43330102-42131).

**RECOMMENDATION:**

For the reasons outlined above, it is believed the settlement is fair, reasonable, and in the best interest of the City. Acceptance of the settlement would require the payments as outlined above. If approved, the settlement amount would be paid to Mr. Smith and his attorney in a lump sum. The settlement would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85A O.S. § 107, 51 O.S. § 159, and 62 O.S. § 361, *et seq* and 85 O.S. § 313, 51 O.S. § 159. Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

R-2425-29

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY CARL SHANON SMITH UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *CARL SHANON SMITH V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE 2023-00163 Q; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

- §1. WHEREAS, Carl Shanon Smith, a former Firefighter for the City of Norman Fire Department, Suppression Division, alleged a single incident injury to the Low Back, Abdomen, and Left Groin, Abdomen when he slipped on a wet floor on June 7, 2022; and
- §2. WHEREAS, the City of Norman has negotiated settlement for the claim of Carl Shanon Smith against the City of Norman, under the Workers' Compensation Statutes for a total of \$27,032, which represents 17 percent (low back), 0 percent (abdomen), and 0 percent (left groin, abdomen) permanent partial disability to the whole body and \$5,000 for disfigurement to the abdomen to be paid in a lump sum settlement to Mr. Smith, and such settlement is believed to be fair and reasonable; and
- §3. WHEREAS, the City shall incur additional costs for the settlement for payment for Workers Compensation Commission Case 2023-00163 Q to the Workers' Compensation Administration Fund in the amount of \$440.64; the Special Occupational Health and Safety Fund in the amount of \$202.74; filing fee in the Workers' Compensation Commission in the amount of \$140.00; and filing fee in the Cleveland County District Court in the amount of \$154.14; and
- §4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and



R-2425-29

§5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Commission, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85A, § 107, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and

§6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

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

§7. That the Legal Department is authorized to enter into settlement with Carl Shanon Smith for not more than \$27,969.52 for any and all claims that he has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and

§8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Commission, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and

§9. That the Finance Director is authorized and directed to purchase such judgment of the Workers' Compensation Commission, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this 13th day of August, 2024.

---

Mayor

ATTEST:

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City Clerk

SMITH, Carl Shannon

CM3-2023-00163 Q (Low Back+Abdomen; L Groin, Abdomen)

SS# XXX-X2-4380

City Council Date 8/13/24

Atty: Nicole Bell

Trial Date: N/A Order Date: N/A

DOH: 12/5/05 Separation: Retired 12/16/22

RTW: N/A MMI: 1/2/24

Date of Injury: 6/7/22 (SI)

PPD Wage: \$360

Memo

Resolution R-2425-29

Purchase Requisitions

## Permanent Partial Disability Settlement

\$22,032.00	17% Low Back
\$0.00	0% Abdomen
\$0.00	0% L Groin, Abdomen

Disfigurement

\$5,000.00

Total Award (PPD &amp; Disfigurement)

\$27,032.00

Attorney Fees (20% of PPD)

\$ (5,406.40)

Net Settlement (Less Atty Fees)

\$21,625.60

Oklahoma Child Support (Net Settlement)

(\$7,914.96)

Net to Claimant

\$13,710.64

Attorney Fees (20% of PPD)

\$5,406.40

Total PPD Settlement

\$19,117.04

Multiple Injury Trust Fund (3% of PPD-After 7/1/19)

(\$660.96)

Net to Attorney &amp; Claimant (Less Child Support &amp; MITF)

\$18,456.08

Vendor  
5735

11739 43330102-42134

43330102-42131

City's Settlement Costs (953-092)

Workers Comp. Admn. Fund ( 2% of PPD)

\$ 440.64

2267

43330102-42133

Occupational &amp; Health Trust Fund (0.75%)

\$ 202.74

1950

43330102-42135

Filing Fee - Workers Compensation Commission

\$ 140.00

12122

43330102-44704

\$ 783.38

Filing Fee - Cleveland County District Court

\$ 154.14

434

43330102-44703

\$ 937.52

Total Settlement Cost (PPD, Disfigurement, Costs)

\$27,969.52

Settlement forms:Copies

Filed in WCC

Filed in Dist.Ct.

IF Compromise Settlement

11

x

Affidavit of Foreign Judgment

4

x

Assignment of Judgment

4

x

Checks with case name on them

1

Certificate of Mailing

3

x

File Closing procedure

Completion

Date

Send Tax Roll Memo to Finance (1st) w/Agenda Approval

Send in Taxes to Tax Commission

Send filing fee to Comp Court

Mail Certified Copy of JP or CS - Maill to all providers

File Affidavit &amp; Assignment in District Court

Send Tax Roll Memo to Finance (1nd) w/Aff &amp; Assignment

Final Letter to Attorney (Sending Aff/Assignment)

Log onto Legal's tracking spreadsheet (Legal/WC/Audits)

Index in file list &amp; place in storage

Send Closing Letter to Claimant's Attorney

**File Attachments for Item:**

38. CONSIDERATION OF ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-30: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR THE APPROVAL OF MAY 30, 2024, AMENDMENTS TO THE 1983 AMENDED AGREEMENT CREATING THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 08/13/2024

**REQUESTER:** AshLynn Wilkerson, Assistant City Attorney

**PRESENTER:** Rick Knighton, Interim City Attorney

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-30: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR THE APPROVAL OF MAY 30, 2024, AMENDMENTS TO THE 1983 AMENDED AGREEMENT CREATING THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG).

### BACKGROUND:

In 1970, Oklahoma's governor established eleven sub-state planning districts which were then used to create eleven Council of Governments (COGs). These COGs were designed to orchestrate effective and efficient program delivery and planning on a regional level and thereby span local government boundaries. The City of Norman is a member entity of the Association of Central Oklahoma Governments (ACOG), which is within Sub-State Planning region 8.

ACOG currently exists under a March 31, 1983 Amended Agreement (the original agreement that created the organization was established on June 26, 1966). Under such agreement, the agreement may be altered, amended, or otherwise modified pursuant to a majority vote of a quorum of the Board, provided that such amendment, alteration, or modification be ratified by a majority of the members and approved by the Oklahoma Attorney General prior to it becoming effective. The ACOG Board of Directors approved amendments to the 1983 Amended Agreement on May 30, 2024. Therefore, ACOG has now requested the City, as a member entity of ACOG, to review the May 30, 2024 Amended Agreement and provide its approval via a Resolution of the City Council.

Please see the attachments to this item for a summary of the May 30, 2024 agreement amendments as provided to and approved by the ACOG Board of Directors.

### RECOMMENDATION:

Staff recommends that Council approve Resolution R-2425-30 and thereby approve the May 30, 2024 amendments to the 1983 Amended Agreement creating ACOG.



R-2425-30

A RESOLUTION OF THE COUNCIL OF THE CITY  
OF NORMAN, OKLAHOMA, FOR APPROVAL OF  
MAY 30, 2024 AMENDMENTS TO THE 1983  
AMENDED AGREEMENT CREATING THE  
ASSOCIATION OF CENTRAL OKLAHOMA  
GOVERNMENTS (ACOG).

- § 1. WHEREAS, the 1983 Amended Agreement (“Agreement”) creating the Association of Central Oklahoma Governments (ACOG) may be altered, amended, or otherwise modified upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, at any meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority of the member governments, and approved by the Attorney General prior to it becoming effective.
- § 2. WHEREAS, the Agreement with Recommended Amendments, as detailed in the attachment, were approved by the ACOG Board of Directors on May 30, 2024.

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

- § 3. That it does hereby approve the Agreement with said Recommended Amendments being approved by the ACOG Board of Directors on May 30, 2024.

PASSED AND ADOPTED this 13th day of August, 2024.

---

Larry Heikkila, Mayor

ATTEST:

---

City Clerk



## ATTACHMENT 6-C

**SUBJECT:****CONSIDERATION OF PROPOSED AMENDMENTS TO THE ACOG AGREEMENT****DATE:**

MAY 30, 2024

**FROM:**

**MARK W. SWEENEY, AICP**  
Executive Director

**INFORMATION:**

The Board appointed ACOG Agreement & Bylaws Committee met with ACOG staff on November 3, 2023, and May 9, 2024, to review the current 1983 Amended Agreement that created ACOG. Staff identified several proposed amendments to the Agreement for the Committee's consideration.

For your convenience, a copy of the current [1983 Amended Agreement can be found at this link](#) and a copy of the [Agreement with all the proposed revisions, which are in blue type, can be accessed at this link](#) so that you can easily compare the two documents. Please note that a significant portion of the changes are simply grammatical, punctuational, and format corrections that will not be addressed in this memo.

**SUMMARY OF RECOMMENDED AGREEMENT AMENDMENTS:**

The Committee unanimously recommended the following amendments to the ACOG Agreement:

1. **Remove the five (5) year duration clause (sunset clause) allowing for an ongoing continuance of the Agreement and Organization.**

**Proposed Change - Section I (A) Duration of the Agreement and Organization:**

The duration of the [Agreement and organization per a 1973 amendment was set](#) for five (5) years from the effective date of approval by the appropriate [governing body making a recommendation of either continuing or ceasing the created organization](#). In 1983 the Board of Directors amended the Agreement to extend it and the organization another five (5) years from March 31, 1983. Hereafter, as amended, the term of the organization shall be from year to year without the necessity of a formal renewal by the Board of Directors, thereby making the duration of the amended Agreement perpetual.

2. **Replace required annual review of the Agreement and Organization with Board discretion on frequency of review, and include the required ratification of the membership.**

**Recommended Change - Section I (B). Duration of the Agreement and Organization:**

The Board of Directors created pursuant to this [Agreement](#) shall review the [Agreement and the organization](#) created [at its own discretion and recommend amendments to the membership for ratification, when deemed necessary](#).

3. **Acknowledge the eligibility of local governments located outside of our four-county region that borders the ACOG region to be included as members of ACOG.**

**Proposed Change - Section I (D) Duration of the Agreement and Organization:**

ACOG is a voluntary association with membership open to all units of general local government within the delineated Sub-State Planning Region 8, as established pursuant to Governor's Executive Order of May 21, 1971. [Local governments outside of the Sub-State Planning Region 8 that share a mutual boundary with the region may become members of ACOG with the approval of the Board of Directors \(refer to membership process below\).](#)

4. **Clarify ACOG membership process and allow more than one alternate to be designated by a member government.**

**Recommended Change – Section I (E) (a) Duration of the Agreement and Organization – ACOG Membership:**

Units of local government may join ACOG by passage of an ordinance, resolution or otherwise, pursuant to law of the governing body of the unit of local government seeking membership and signing of this Agreement. Units of local Government joining ACOG shall be designated as "members."

The various attributes of membership concerning voting, dues and the like are detailed in Sections I and II of this Agreement. Each respective local unit of government in the ACOG region and adjacent thereto, if approved by the Board, shall select its voting member to the association. They shall select at least one (1) alternate member by the same process. The alternate member may serve in the absence of the regular selected representative and have all the voting privileges and rights of the regular selected representative and such representative shall be a member of the governing Board of Directors.

5. **Add Board authority for purchase of real property and include reference to the adopted Procurement Policy.**

**Proposed Change – Section III Board of Directors:**

The Board of Directors shall be the governing board of ACOG. A quorum as per Section IV (D) of the Board of Directors shall be solely responsible for the specific policies of ACOG and for the administration of all its funds. It shall have the power to administer all funds and property of ACOG as it deems necessary or appropriate. The Board of Directors of ACOG shall have the power to promulgate and adopt any such Bylaws as deemed appropriate. It shall have the sole power to employ the Executive Director. The Board shall have the authority to rent and/or purchase real property for ACOG staff operations, and purchase such services, equipment and/or supplies as may be deemed necessary to conduct the business of ACOG in accordance with the organization's adopted Procurement Policy.

6. **Change May to April for submitting information to the Board, remove reference to Oklahoma Employment Security Commission as a population source for representation and dues assessment purposes, and clarify wording for numerical population estimates from the U.S. Census Bureau.**

**Proposed Change – Section IV (C) Financing of the Organization:**

In April of each year prior to budget and assessment schedule recommendations, the ACOG staff will submit to the Board of Directors for its adoption, an estimate of population of Sub-State Planning Region 8 and the members of ACOG therein and members adjacent to the region, which shall serve, when adopted, as the determination of population for representation and assessment purposes. The most recent numerical population estimates provided by the U.S. Bureau of the Census Special Count population statistics for each ACOG member shall be used by the ACOG staff in submitting population estimates for adoption. Any change in the weighted vote provisions of Section I (E) (d) hereof necessitated by the above provisions pertaining to population counts shall become effective on the immediately following July 1 of the current year.

7. **Incorporate a reference to the Oklahoma Open Meeting Act and change the number of required member entities present at a meeting to constitute a quorum from twelve (12) to six (6) to be consistent with the number required for Board passage of an agenda item.**

**Recommended Change – Section IV (D) Financing of the Organization:**

Directors representing a majority (more than 50 percent) of the total weighted vote of the Board of Directors shall constitute a meeting of the Board of Directors requiring compliance with the Oklahoma Open Meeting Act. Directors representing a majority of the total weighted votes of the Board of Directors and representing a minimum of six (6) member entities present shall constitute a quorum necessary for transaction of business.

8. Clarify the location of the organization's books, records, meeting minutes, and Board meetings.

**Proposed Change – Section IV (H) Financing of the Organization:**

The Board shall delegate to ACOG the responsibility of keeping correct and complete books and records of accounts, and meeting minutes of the Board of Directors at the principal office of the organization.

9. Update wording pertaining to employment and compensation of the Executive Director.

**Recommended Change – Section IV (I) Financing of the Organization:**

The Board of Directors shall employ an Executive Director to direct report to the Board of Directors, who shall serve at the pleasure of the Board. The Executive Director's compensation shall be approved by the Board of Directors.

10. Provide a more comprehensive explanation of the Board's responsibilities.

**Proposed Change – Section IV (J) Financing of the Organization:**

The Board of Directors shall be responsible for the review, approval, and adoption of regional plans, programs, and initiatives, and of all ACOG policy documents, including but not limited to an annual budget and work plan, strategic/implementation plans, annual work programs, annual independent audit, and personnel policies.

11. Identify the types of committees the Board can establish.

**Recommended Change – Section IV (K) Financing of the Organization:**

The Board may establish standing and ad hoc policy and administrative, management, and technical advisory committees as it deems necessary and helpful to the exercise of its responsibilities under this Agreement. These committees shall include but are not limited to the Executive Committee, Nomination Committee, Budget Committee, Building Review Committee, and the Agreement & Bylaws Committee.

12. Incorporate a reference to the Oklahoma Open Meeting Act, add agenda requirement, and location of regular monthly meetings.

**Proposed Change – Section V (A) Meetings of the Board of Directors:**

The Board of Directors shall meet monthly, except for the month of July. Written notice of all regular monthly meetings shall be in compliance with the requirements of the Oklahoma Open Meeting Act and provided to each voting member. An agenda shall be required for such meetings. All meetings of the Board of Directors shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.

13. Incorporate a reference to the Oklahoma Open Meeting Act, required provisions, and location of special meetings.

**Recommended Change – Section V (B) Meetings of the Board of Directors:**

Special meetings of the Board may be called by the Chairperson with notice in compliance with the requirements of the Oklahoma Open Meeting Act and delivered as written notice to all voting members. Special meetings shall be called by the Chairperson upon written demand of five (5) Board members. Only the specific item(s) of business specified in the notice for special meetings shall be conducted at such meeting. Such meetings shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.

**14. Include additional powers and duties of the Executive Director, and clarify existing responsibilities.**

**Proposed Change – Section VII Executive Director:**

The Executive Director shall be the Chief Administrative Officer of ACOG. The powers and duties of the Executive Director are:

- (A) To appoint, supervise, and remove all employees of ACOG.
- (B) Annually to prepare and present a proposed budget and work plan to the Board of Directors and to administer an approved budget and work plan, subject to dictates and powers of the Board of Directors thereof.
- (C) Authorized to sign and execute contracts on behalf of ACOG in accordance with the adopted Procurement Policy.
- (D) Acts for and represents the Board of Directors in all ACOG public engagements and media requests, and shall direct day-to-day operations for the agency.
- (E) To perform such other additional duties as the Board of Directors may require.

**15. Add language pertaining to the weighted vote and the presence of a minimum of six (6) member entities to have a quorum to approve Agreement amendments, and include the required Attorney General's approval.**

**Recommended Change – Section VIII Amendment of Agreement:**

This Agreement may be altered, amended, or otherwise modified upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, at any meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority of the member governments, and approved by the Attorney General prior to becoming effective.

**16. Duplicate same requirements used for amending the Agreement within the Dissolution Section for consistency of legal process.**

**Proposed Change – Section IX Dissolution:**

Dissolution of ACOG shall be affected upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, provided that such action shall be ratified by a majority of the member governments and approved by the Attorney General prior to becoming effective.

**SUMMARY OF RATIFICATION PROCESS:**

As stated in the Agreement, this document may be altered, amended, or otherwise modified pursuant to a majority vote of a quorum of the Board, provided that such amendment, alteration, or modification shall be ratified by a majority of the members and approved by the Attorney General prior to it becoming effective.

After the Board takes action on this request, the recommended amendments will be provided to each ACOG member government for their consideration. Each member government voting in favor of these changes must submit a resolution from their governing body approving the Amended Agreement before it is submitted to the Attorney General. Once the Attorney General approves the Amended Agreement, the document will then officially become effective. Please note this process typically takes about five months to complete.

**ACTION REQUESTED:**

Motion to approve the Committee's recommendations to amend the ACOG Agreement as described in this memo, and for staff to follow the required ratification process as outlined above.

ATTACHMENT TO RESOLUTION

1983 AMENDED AGREEMENT CREATING THE  
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS  
WITH RECOMMENDED AMENDMENTS

REVISED DRAFT

ASSOCIATION OF  
CENTRAL OKLAHOMA GOVERNMENTS  
(ACOG)  
AGREEMENT

AMENDED - \_\_\_\_\_, 2024

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## AMENDMENT

~~SECTION I—Duration of Agreement~~

~~(A) The duration of this agreement shall be extended five (5) years from March 31, 1983, as adopted by the Board of Directors on that date.~~

~~Amendment adopted March 31, 1983. -~~



**AMENDED AGREEMENT CREATING THE  
ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS**

**PREAMBLE**

WHEREAS the 30th Oklahoma Legislature enacted Title 74, O.S. (1971) § 1001 - 1008a permitting public agencies to enter into agreements with one another for joint or cooperative action pursuant to the provisions of said act; and

WHEREAS, pursuant thereto, it is the purpose and desire of the undersigned public agencies to create a Council of Governments to enable said public agencies to more efficiently use their powers by cooperating with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to a form that will accord best with geographic, economic, population, and other factors influencing the needs and development of said public agencies.

NOW, THEREFORE, the Association of Central Oklahoma Governments is hereby created by agreement of the parties hereto, under the authority of Title 74, O.S. (1971) § 1001 - 1008a, in accordance with the following provisions:

The Agreement ~~For The Organization~~ for the organization of Association of Central Oklahoma Governments, dated June 26, 1966, is hereby amended in its entirety to read as hereinafter provided.

## SECTION I

Duration of the Agreement and Organization ~~Created Thereby~~

- (A) The duration of ~~this~~ the Agreement ~~shall be~~ and organization per a 1973 amendment was set for five (5) years from the effective date of approval by the appropriate ~~approving officials.~~ governing body making a recommendation of either continuing or ceasing the created organization. In 1983 the Board of Directors amended the Agreement to extend it and the organization another five (5) years from March 31, 1983. Hereafter, as amended, the term of the organization shall be from year to year without the necessity of a formal renewal by the Board of Directors, thereby making the duration of the amended Agreement perpetual.
- (B) The Board of Directors created pursuant to this Agreement shall review the Agreement and the ~~entity~~ organization created ~~annually and make recommendations therefor. The same procedure concerning annual review by the Board of Directors shall be applied to the entity created at the end of the entity's fifth (5<sup>th</sup>) year of existence and recommend continuing or ceasing.~~ at its own discretion and recommend amendments to the membership for ratification, when deemed necessary.
- (C) There is hereby created a third entity (organization) which shall be separate and apart from the signatory members hereto and shall owe its legal existence to this Agreement. Said entity shall be known as "Association of Central Oklahoma Governments," herein referred to as ACOG, and shall be a separate legal entity for the purposes that are set forth in this Agreement.
- (D) ACOG is a voluntary association with membership open to all units of general local government within the delineated Sub-State Planning Region 8, as established pursuant to Governor's Executive Order of May 21, 1971. Local governments outside of the Sub-State Planning Region 8 that share a mutual boundary with the region may become members of ACOG with the approval of the Board of Directors (refer to membership process below).
- (E) ACOG Membership:
- (a) Units of local government may join ACOG by passage of an ordinance, resolution or otherwise, pursuant to law of the governing body of the unit of local government seeking membership and signing of this Agreement. Units of local Government joining ACOG shall be designated as "members."

The various attributes of membership concerning voting, dues and the like are detailed in Sections I and IV of this Agreement. Each respective local unit of government in the ACOG region and adjacent thereto, if approved by the Board, shall select its voting member to the association. They shall select ~~not more than two (2) alternate members~~ at least one (1) alternate member by the same process. ~~Either of The~~ alternate members may serve in the absence of the regular selected representative and have all the voting privileges and rights of the regular selected representative and such representative shall be a member of the governing Board of Directors.

Such appointment shall be in writing and shall specify the power or powers delegated thereto and shall be filed with the ACOG Board of Directors, duly signed by the appointing authority. Provided, however, such alternates shall be elected officials from the appropriate local unit of government or public agency.

(b) Board of Directors of ACOG, Creation and Selection:

There is hereby created a Board of Directors of ACOG which shall serve as the governing body of ACOG. Each ~~individual member~~ on the Board of Directors shall be designated as a "Director" and as such, shall have all the attributes of a Director as so stated in Article IV of this agreement.

The Board of Directors shall be selected as follows:

- (1) The Governing Board of each county that is a member of ACOG shall select one (1) member from the Board of County Commissioners who shall be designated as a Director.
- (2) The Governing Board of each member unit of local Government shall select one (1) member from ~~such the~~ respective Governing Board who shall be designated as a Director.

(c) Associate Membership:

All other entities that fall outside of the category of units of local government but are within the definition of Public Agency as defined by the Interlocal Cooperation Act, Title 74 O.S. (1971) § 1001 - 1008a, shall be eligible for "Associate Membership" status in ACOG.

Those entities seeking membership in the Associate Member category shall pay a nominal membership fee, as established by the Board of Directors of ACOG, prior to being allotted membership in ACOG, Annual assessments shall be provided for as determined by the Board of Directors.

(d) Weighted Vote of Board of Directors:

Each Director representing a county member shall have two {2} votes for purposes of weighted voting.

Except as provided above, each Director shall have a weighted vote in accordance with the following schedule:

- (1) Each Director representing a total population of less than 75,000 shall have one (1) vote for each 2,500 population or fraction thereof.
- (2) Each Director representing a total population of more than 75,000 shall have the votes as provided in (1) above for the first 75,000 population and one (1) additional vote for each additional 7,000 population therein or fraction thereof.

## SECTION II

### Functions and Purposes of ACOG

- (A) The Association of Central Oklahoma Governments is organized as a forum for full and open discussion, study, and resolution of area wide problems of mutual interest and concern to its participating members.
- (B) The paramount function of the Association of Central Oklahoma Governments is to promote and enhance the cooperative identification of common issues, differences, and problems ~~in-~~  
~~the-physical,~~ of the member governments, while targeting economic, social, and fiscal well-being of the region, its citizens, and business enterprises, and the coordinated resolution and implementation of policy matters and programs of action for the mutual interest of all.
- (C) To the maximum extent feasible, in carrying out the functions of ACOG, utilization of member staff resources is encouraged ~~in-order~~ to minimize the duplication of effort, minimize costs, and draw upon the experience and expertise of members ~~in-order~~ to promote and strengthen local capability to develop area wide cooperation and continuity.

- (D) The identification and determination of locally perceived issues, problems, and priorities requiring concerted coordinated action of a multi-jurisdictional nature.
- (E) The development and implementation of area wide goals, policies, and programs which provide for and enhance the individual and collective planning and development programs of member entities and the ACOG area.
- (F) To assist member entities with direct professional and technical services when requested and authorized, when such activities are compatible with ACOG's adopted work program and adequate resources are available.
- (G) To function as an Area Wide Coordinating Organization and as a regional clearinghouse for Federal or State Funds or Projects that are required by State or Federal Law or regulations to proceed through some formal review by an organization like ACOG and by virtue of initial certification and maintenance of a continuing, viable program of necessary area wide coordinating activities.
- (H) To perform any such other functions as the Board of Directors shall deem appropriate for ACOG. This shall include action by the Board of Directors on behalf of all or part of the membership to negotiate and consummate contractual agreements of mutual interest to concerned federal, state, and local governments.
- (I) To permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- (J) To provide a practical and organized means by which the public agencies within the ACOG area may cooperate and coordinate their activities as set forth herein to achieve maximum benefits and results.
- (K) To provide means and services for coordinating the individual and intergovernmental activities of and within the public agencies for the betterment of the ACOG area.

- (L) As approved by the Board of Directors, ~~and in coordination with the Oklahoma State Planning Agency,~~ to prepare and develop an overall area wide comprehensive development program, and revisions and updating thereof, for long range growth, which programs include, but are not limited to, adequate land use, housing, open space, public utilities, transportation, and economic planning, and contain a specific programs for district cooperation, self-help initiatives, and the strategic investment of public resources, both financial and human.
- (M) To coordinate a program for planning and development ~~in order~~ to improve the physical, economic, social, and environmental conditions in the region.
- (N) To carry out such research, planning, and advisory functions as are required by the Board of Directors.
- (O) To render such non-financial assistance to its member governmental units as is within the scope and range of its activities and purposes.
- (P) To facilitate cooperation and coordination of activities with Federal and State Agencies, as well as Regional Partners, having responsibility for planning and developing natural, human, and physical resources of the region, as well as planning, legislative, or executive authorities of neighboring states, regions, counties, or municipalities.

### SECTION III

#### Board of Directors

The Board of Directors shall be the governing board of ACOG. A quorum as per Section IV (D) of the Board of Directors shall be solely responsible for the specific policies of ACOG, and for the administration of all its funds. It shall have the power to administer all funds and property of ACOG as it deems necessary or appropriate. The Board of Directors of ACOG shall have the power to promulgate and adopt any such Bylaws as deemed appropriate. It shall have the sole power to employ the Executive Director. The Board shall have the authority to rent ~~office space~~ and/or purchase real property for ACOG staff operations, and purchase such services, equipment and/or supplies as may be deemed necessary to conduct the business of ACOG in accordance with the organization's adopted Procurement Policy.

## SECTION IV

### Financing of the ~~Entity Created~~ Organization

The financing of the joint undertaking contemplated by this Agreement and the organization created thereby shall be accomplished in the following manner:

- (A) The financing of the ACOG basic assessment shall be in direct proportion to the total weighted vote of each Director on the Board of Directors, in accordance with Section I. Assessments for other activities shall be determined by the Board of Directors.
- (B) All financing shall be as follows: The budget shall include the required amount of funds needed to operate ACOG for one (1) fiscal year. This amount shall be financed as provided above.
- (C) In April of each year prior to budget and assessment schedule recommendations ~~in May~~, the ACOG staff will submit to the Board of Directors for its adoption, an estimate of population of Sub-State Planning Region 8 and the members of ACOG therein and members adjacent to the region, which shall serve, when adopted, as the determination of population for representation and assessment purposes. The ~~larger-most recent~~ numerical population ~~reflected by either the Oklahoma Employment Security Commission's most recent final population projects, or the~~ estimates provided by the U.S. Bureau of the Census Special Count population statistics for each ACOG member shall be used by the ACOG staff in submitting population estimates for adoption. Any change in the weighted vote provisions of Section I (E) (d) hereof necessitated by the above provisions pertaining to population counts shall become effective on the immediately following July 1 of the ~~then~~-current year.
- (D) Directors representing ~~in excess of 50%~~ a majority (more than 50 percent) of the total weighted vote of the Board of Directors shall constitute a meeting of the Board of Directors requiring compliance with the Oklahoma Open Meeting Act. Directors representing a majority of the total weighted votes of the Board of Directors and representing a minimum of six (6) member entities present shall constitute a quorum necessary for the transaction of business. ~~A quorum shall consist of twelve (12) entities present.~~
- (E) In transacting the business of the Board of Directors, all questions must receive a minimum vote ~~in excess of 50%~~ of more than 50 percent of the total weighted vote representing six (6) entities or more of the Board of Directors to pass.



- (F) All official votes cast in the conduct of the business of the Board of Directors shall be subject to roll call vote on ~~the~~ request of any Director.
- (G) The Board of Directors shall elect a ~~Chairman, Vice-Chairman and Secretary-Treasurer~~ ~~Secretary/Treasurer~~. The officers of the Board of Directors shall be elected at the regular May meeting ~~of~~ each year. Such officers shall hold office for one-year terms, or until their successors shall be elected and qualified. No officer may succeed himself/~~herself~~ in more than one consecutive term.
- (H) The Board ~~of Directors may hold its meetings and keep the books of the Board at such place as it may from time to time determine.~~ shall delegate to ACOG the responsibility of keeping correct and complete books and records of accounts, and meeting minutes of the Board of Directors at the principal office of the organization.
- (I) The Board of Directors shall ~~appoint, fix salary of and remove the~~ employ an Executive Director ~~to direct report to the Board of Directors, who shall serve at the pleasure of the Board. The Executive Director's compensation shall be approved by the Board of Directors.~~
- (J) The Board of Directors shall ~~have sole authority to initiate and review all planning activities, grants and contracts, and shall adopt or approve any study or plans.~~ be responsible for the review, approval, and adoption of regional plans, programs, and initiatives, and of all ACOG policy documents, including but not limited to an annual budget and work plan, strategic/implementation plans, annual work programs, annual independent audit, and personnel policies.
- (K) The Board may establish standing and ad hoc policy and administrative, management, and technical advisory committees as it deems necessary and helpful to the exercise of its responsibilities under this Agreement. ~~These committees shall include but are not limited to the Executive Committee, Nomination Committee, Budget Committee, Building Review Committee, and the Agreement & Bylaws Committee.~~
- (L) The Board may ~~also create and~~ appoint ~~sub-committees from the~~ Directors to ~~sub-committees.~~
- (M) Should a vacancy occur in the members of the Board of Directors, a successor shall be selected by the original appointing authority or authorities.

- (N) All Directors of the Board of Directors shall serve without compensation, but may be reimbursed for actual expenses incurred in the performance of their official duties upon ~~the~~ approval of such expenses by the Board of Directors.
- (O) The Board of Directors, solely, is through ACOG empowered to receive and expend all grants, gifts, and bequests, specifically including Federal and State funds and other funds available for the purposes for which this organization exists, and to contract with the United States, State of Oklahoma, and all other legal entities with respect thereto.
- (P) Dues are assessed and payable July 1 each year. Voting privileges are forfeited upon non-payment of dues within 120 days of July 1.

## SECTION V

### Meetings of the Board of Directors

- (A) The Board of Directors shall meet monthly, ~~except for the month of July.~~ Written notice of ~~such meetings and the business to be transacted thereat shall be served upon or mailed to each member of the Board at least seven (7) days prior to the meeting.~~ all regular monthly meetings shall be in compliance with the requirements of the Oklahoma Open Meeting Act and provided to each voting member. An agenda shall be required for such meetings. All meetings of the Board of Directors shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.
- (B) Special meetings of the Board may be called by the Chair~~man~~person ~~upon three (3) days notice to each Board member, either by special delivery mail or by telegram.~~ with notice in compliance with the requirements of the Oklahoma Open Meeting Act and delivered as written notice to all voting members. Special meetings shall be called by the Chair~~man~~person ~~in a like manner and on like notice upon the written request~~ upon written demand of five (5) Board members. ~~The notice of all special meetings of the Board shall include a written statement of the purposes of the special meeting and business of such meeting shall be restricted thereto.~~ Only the specific item(s) of business specified in the notice for special meetings shall be conducted at such meeting. Such meetings shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.

- (C) All meetings of the Board of Directors of ACOG ~~will be held under the guidance of and pursuant to the public meeting laws of the State of Oklahoma.~~ shall be conducted in compliance with applicable State Law.

## SECTION VI

### Notices

Whenever any notice is required to be given under the provisions of the Agreement to any member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## SECTION VII

### Executive Director

The Executive Director shall be the Chief Administrative Officer of ACOG. The powers and duties of the Executive ~~Officer~~ Director are:

- (A) To appoint, supervise, and remove all employees of ACOG.
- (B) Annually to prepare and present a proposed budget and work plan to the Board of Directors and to administer an approved budget and work plan, subject to dictates and powers of the Board of Directors thereof.
- (C) Authorized to sign and execute contracts on behalf of ACOG in accordance with the adopted Procurement Policy.
- (D) Acts for and represents the Board of Directors in all ACOG public engagements and media requests, and shall direct day-to-day operations for the agency.
- (E) To perform such other additional duties as the Board of Directors may require.

## SECTION VIII

### Amendment of Agreement

This Agreement may be altered, amended, or otherwise modified ~~pursuant to a majority upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present,~~ at any meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority of the members' governments, and approved by the Attorney General prior to it becoming effective.

## SECTION IX

### Dissolution

- (A) Dissolution of ~~the~~ ACOG shall be affected upon a vote representing ~~in excess of 50% more than 50 percent~~ of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, provided that such action shall be ratified by a majority of the member governments and approved by the Attorney General prior to becoming effective.
- (B) Upon dissolution or final liquidation of the ACOG, after discharge or satisfaction of all outstanding obligations and liabilities, the remaining assets, if any, of ACOG shall be distributed to the members in the same proportion to which each member contributed to in the form of dues, assessments to the overall cost of the operations of the ACOG during the fiscal year of such dissolution or final liquidation.

## SECTION X

### Withdrawal of Membership

Any member may withdraw from the Association by passage of a resolution of its elected governing body terminating its membership under the interlocal agreement establishing ACOG.

## SECTION XI

### Effective Date

This Agreement shall become effective and final upon approval of the Attorney General of Oklahoma, and other appropriate officials with statutory or constitutional powers over this Agreement, and shall remain in full force and effect until the organization is dissolved under the provisions of Section IX or terminated as herein provided.

## SECTION XII

### Execution

This Agreement may be executed in multiple counterparts by each unit of local government party hereto, and each such copy shall be executed by the chief elected executive officer of each such member unit of local government, attested and sealed by the clerk thereof, pursuant to the proper adoption and execution of a Resolution of the governing board of the respective units of local government, to which a copy of this Agreement is affixed and of

which it forms a part, and all such multiple counterparts shall together be considered as one and the same Agreement.

ASSOCIATION OF  
CENTRAL OKLAHOMA GOVERNMENTS  
(ACOG)  
AGREEMENT

AMENDED – May 30, 2024

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## AMENDED AGREEMENT CREATING THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

### PREAMBLE

WHEREAS the 30th Oklahoma Legislature enacted Title 74, O.S. {1971} § 1001 - 1008a permitting public agencies to enter into agreements with one another for joint or cooperative action pursuant to the provisions of said act; and

WHEREAS, pursuant thereto, it is the purpose and desire of the undersigned public agencies to create a Council of Governments to enable said public agencies to more efficiently use their powers by cooperating with each other on a basis of mutual advantage and thereby provide services and facilities in a manner and pursuant to a form that will accord best with geographic, economic, population, and other factors influencing the needs and development of said public agencies.

NOW, THEREFORE, the Association of Central Oklahoma Governments is hereby created by agreement of the parties hereto, under the authority of Title 74, O.S. (1971) § 1001 - 1008a, in accordance with the following provisions:

The Agreement for the organization of Association of Central Oklahoma Governments, dated June 26, 1966, is hereby amended in its entirety to read as hereinafter provided.

## SECTION I

## Duration of the Agreement and Organization

- (A) The duration of the Agreement and organization per a 1973 amendment was set for five (5) years from the effective date of approval by the appropriate governing body making a recommendation of either continuing or ceasing the created organization. In 1983 the Board of Directors amended the Agreement to extend it and the organization another five (5) years from March 31, 1983. Hereafter, as amended, the term of the organization shall be from year to year without the necessity of a formal renewal by the Board of Directors, thereby making the duration of the amended Agreement perpetual.
- (B) The Board of Directors created pursuant to this Agreement shall review the Agreement and the organization created at its own discretion and recommend amendments to the membership for ratification, when deemed necessary.
- (C) There is hereby created a third entity (organization) which shall be separate and apart from the signatory members hereto and shall owe its legal existence to this Agreement. Said entity shall be known as "Association of Central Oklahoma Governments," herein referred to as ACOG, and shall be a separate legal entity for the purposes that are set forth in this Agreement.
- (D) ACOG is a voluntary association with membership open to all units of general local government within the delineated Sub-State Planning Region 8, as established pursuant to Governor's Executive Order of May 21, 1971. Local governments outside of the Sub-State Planning Region 8 that share a mutual boundary with the region may become members of ACOG with the approval of the Board of Directors (refer to membership process below).
- (E) ACOG Membership:
  - (a) Units of local government may join ACOG by passage of an ordinance, resolution or otherwise, pursuant to law of the governing body of the unit of local government seeking membership and signing of this Agreement. Units of local Government joining ACOG shall be designated as "members."

The various attributes of membership concerning voting, dues and the like are detailed in

Sections I and IV of this Agreement. Each respective local unit of government in the ACOG region and adjacent thereto, if approved by the Board, shall select its voting member to the association. They shall select at least one (1) alternate member by the same process. The alternate member may serve in the absence of the regular selected representative and have all the voting privileges and rights of the regular selected representative and such representative shall be a member of the governing Board of Directors.

Such appointment shall be in writing and shall specify the power or powers delegated thereto and shall be filed with the ACOG Board of Directors, duly signed by the appointing authority. Provided, however, such alternates shall be elected officials from the appropriate local unit of government or public agency.

(b) Board of Directors of ACOG, Creation and Selection:

There is hereby created a Board of Directors of ACOG which shall serve as the governing body of ACOG. Each member on the Board of Directors shall be designated as a "Director" and as such, shall have all the attributes of a Director as so stated in Article IV of this agreement.

The Board of Directors shall be selected as follows:

- (1) The Governing Board of each county that is a member of ACOG shall select one (1) member from the Board of County Commissioners who shall be designated as a Director.
- (2) The Governing Board of each member unit of local Government shall select one (1) member from the respective Governing Board who shall be designated as a Director.

(c) Associate Membership:

All other entities that fall outside of the category of units of local government but are within the definition of Public Agency as defined by the Interlocal Cooperation Act, Title 74 O.S. (1971) § 1001 - 1008a, shall be eligible for "Associate Membership" status in ACOG. Those entities seeking membership in the Associate Member category shall pay a nominal membership fee, as established by the Board of Directors of ACOG, prior to being allotted

membership in ACOG, Annual assessments shall be provided for as determined by the Board of Directors.

(d) Weighted Vote of Board of Directors:

Each Director representing a county member shall have two {2} votes for purposes of weighted voting.

Except as provided above, each Director shall have a weighted vote in accordance with the following schedule:

- (1) Each Director representing a total population of less than 75,000 shall have one (1) vote for each 2,500 population or fraction thereof.
- (2) Each Director representing a total population of more than 75,000 shall have the votes as provided in (1) above for the first 75,000 population and one (1) additional vote for each additional 7,000 population therein or fraction thereof.

## SECTION II

### Functions and Purposes of ACOG

- (A) The Association of Central Oklahoma Governments is organized as a forum for full and open discussion, study, and resolution of area wide problems of mutual interest and concern to its participating members.
- (B) The paramount function of the Association of Central Oklahoma Governments is to promote and enhance the cooperative identification of common issues, differences, and problems of the member governments, while targeting economic, social, and fiscal well-being of the region, its citizens, and business enterprises, and the coordinated resolution and implementation of policy matters and programs of action for the mutual interest of all.
- (C) To the maximum extent feasible, in carrying out the functions of ACOG, utilization of member staff resources is encouraged to minimize the duplication of effort, minimize costs, and draw upon the experience and expertise of members to promote and strengthen local capability to develop area wide cooperation and continuity.

- (D) The identification and determination of locally perceived issues, problems, and priorities requiring concerted coordinated action of a multi-jurisdictional nature.
- (E) The development and implementation of area wide goals, policies, and programs which provide for and enhance the individual and collective planning and development programs of member entities and the ACOG area.
- (F) To assist member entities with direct professional and technical services when requested and authorized, when such activities are compatible with ACOG's adopted work program and adequate resources are available.
- (G) To function as an Area Wide Coordinating Organization and as a regional clearinghouse for Federal or State Funds or Projects that are required by State or Federal Law or regulations to proceed through some formal review by an organization like ACOG and by virtue of initial certification and maintenance of a continuing, viable program of necessary area wide coordinating activities.
- (H) To perform any such other functions as the Board of Directors shall deem appropriate for ACOG. This shall include action by the Board of Directors on behalf of all or part of the membership to negotiate and consummate contractual agreements of mutual interest to concerned federal, state, and local governments.
- (I) To permit local governmental units to make the most efficient use of their powers by enabling them to cooperate with other localities on a basis of mutual advantage and thereby to provide services and facilities in a manner pursuant to forms of governmental organization that will accord best with geographic, economic, population, and other factors influencing the needs and development of local communities.
- (J) To provide a practical and organized means by which the public agencies within the ACOG area may cooperate and coordinate their activities as set forth herein to achieve maximum benefits and results.
- (K) To provide means and services for coordinating the individual and intergovernmental activities of and within the public agencies for the betterment of the ACOG area.

- (L) As approved by the Board of Directors, to prepare and develop an overall area wide comprehensive development program, and revisions and updating thereof, for long range growth, which programs include, but are not limited to, adequate land use, housing, open space, public utilities, transportation, and economic planning, and contain a specific programs for district cooperation, self-help initiatives, and the strategic investment of public resources, both financial and human.
- (M) To coordinate a program for planning and development to improve the physical, economic, social, and environmental conditions in the region.
- (N) To carry out such research, planning, and advisory functions as are required by the Board of Directors.
- (O) To render such non-financial assistance to its member governmental units as is within the scope and range of its activities and purposes.
- (P) To facilitate cooperation and coordination of activities with Federal and State Agencies, as well as Regional Partners, having responsibility for planning and developing natural, human, and physical resources of the region, as well as planning, legislative, or executive authorities of neighboring states, regions, counties, or municipalities.

### SECTION III

#### Board of Directors

The Board of Directors shall be the governing board of ACOG. A quorum as per Section IV (D) of the Board of Directors shall be solely responsible for the specific policies of ACOG, and for the administration of all its funds. It shall have the power to administer all funds and property of ACOG as it deems necessary or appropriate. The Board of Directors of ACOG shall have the power to promulgate and adopt any such Bylaws as deemed appropriate. It shall have the sole power to employ the Executive Director. The Board shall have the authority to rent and/or purchase real property for ACOG staff operations, and purchase such services, equipment and/or supplies as may be deemed necessary to conduct the business of ACOG in accordance with the organization's adopted Procurement Policy.

## SECTION IV

### Financing of the Organization

The financing of the joint undertaking contemplated by this Agreement and the organization created thereby shall be accomplished in the following manner:

- (A) The financing of the ACOG basic assessment shall be in direct proportion to the total weighted vote of each Director on the Board of Directors, in accordance with Section I. Assessments for other activities shall be determined by the Board of Directors.
- (B) All financing shall be as follows: The budget shall include the required amount of funds needed to operate ACOG for one (1) fiscal year. This amount shall be financed as provided above.
- (C) In April of each year prior to budget and assessment schedule recommendations, the ACOG staff will submit to the Board of Directors for its adoption, an estimate of population of Sub-State Planning Region 8 and the members of ACOG therein and members adjacent to the region, which shall serve, when adopted, as the determination of population for representation and assessment purposes. The most recent numerical population estimates provided by the U.S. Bureau of the Census Special Count population statistics for each ACOG member shall be used by the ACOG staff in submitting population estimates for adoption. Any change in the weighted vote provisions of Section I (E) (d) hereof necessitated by the above provisions pertaining to population counts shall become effective on the immediately following July 1 of the current year.
- (D) Directors representing a majority (more than 50 percent) of the total weighted vote of the Board of Directors shall constitute a meeting of the Board of Directors requiring compliance with the Oklahoma Open Meeting Act. Directors representing a majority of the total weighted votes of the Board of Directors and representing a minimum of six (6) member entities present shall constitute a quorum necessary for transaction of business.
- (E) In transacting the business of the Board of Directors, all questions must receive a minimum vote of more than 50 percent of the total weighted vote representing six (6) entities or more of the Board of Directors to pass.
- (F) All official votes cast in the conduct of the business of the Board of Directors shall be subject to



roll call vote on the request of any Director.

- (G) The Board of Directors shall elect a Chair, Vice-Chair and Secretary/Treasurer. The officers of the Board of Directors shall be elected at the regular May meeting of each year. Such officers shall hold office for one-year terms, or until their successors shall be elected and qualified. No officer may succeed himself/herself in more than one consecutive term.
- (H) The Board shall delegate to ACOG the responsibility of keeping correct and complete books and records of accounts, and meeting minutes of the Board of Directors at the principal office of the organization.
- (I) The Board of Directors shall employ an Executive Director to direct report to the Board of Directors, who shall serve at the pleasure of the Board. The Executive Director's compensation shall be approved by the Board of Directors.
- (J) The Board of Directors shall be responsible for the review, approval, and adoption of regional plans, programs, and initiatives, and of all ACOG policy documents, including but not limited to an annual budget and work plan, strategic/implementation plans, annual work programs, annual independent audit, and personnel policies.
- (K) The Board may establish standing and ad hoc policy and administrative, management, and technical advisory committees as it deems necessary and helpful to the exercise of its responsibilities under this Agreement. These committees shall include but are not limited to the Executive Committee, Nomination Committee, Budget Committee, Building Review Committee, and the Agreement & Bylaws Committee.
- (L) The Board may also create and appoint Directors to sub-committees.
- (M) Should a vacancy occur in the members of the Board of Directors, a successor shall be selected by the original appointing authority or authorities.
- (N) All Directors of the Board of Directors shall serve without compensation, but may be reimbursed for actual expenses incurred in the performance of their official duties upon the approval of such expenses by the Board of Directors.
- (O) The Board of Directors, solely, is through ACOG empowered to receive and expend all grants,

gifts, and bequests, specifically including Federal and State funds and other funds available for the purposes for which this organization exists, and to contract with the United States, State of Oklahoma, and all other legal entities with respect thereto.

- (P) Dues are assessed and payable July 1 each year. Voting privileges are forfeited upon non-payment of dues within 120 days of July 1.

## SECTION V

### Meetings of the Board of Directors

- (A) The Board of Directors shall meet monthly, except for the month of July. Written notice of all regular monthly meetings shall be in compliance with the requirements of the Oklahoma Open Meeting Act and provided to each voting member. An agenda shall be required for such meetings. All meetings of the Board of Directors shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.
- (B) Special meetings of the Board may be called by the Chairperson with notice in compliance with the requirements of the Oklahoma Open Meeting Act and delivered as written notice to all voting members. Special meetings shall be called by the Chairperson upon written demand of five (5) Board members. Only the specific item(s) of business specified in the notice for special meetings shall be conducted at such meeting. Such meetings shall be held at the principal ACOG office or at other locations, if deemed necessary, within the ACOG region.
- (C) All meetings of the Board of Directors of ACOG shall be conducted in compliance with applicable State Law.

## SECTION VI

### Notices

Whenever any notice is required to be given under the provisions of the Agreement to any member, a waiver thereof in writing signed by the person or persons entitled to such notice, whether before or after the time stated therein, shall be deemed equivalent thereto.

## SECTION VII

### Executive Director

The Executive Director shall be the Chief Administrative Officer of ACOG. The powers and duties of the Executive Director are:

- (A) To appoint, supervise, and remove all employees of ACOG.
- (B) Annually to prepare and present a proposed budget and work plan to the Board of Directors and to administer an approved budget and work plan, subject to dictates and powers of the Board of Directors thereof.
- (C) Authorized to sign and execute contracts on behalf of ACOG in accordance with the adopted Procurement Policy.
- (D) Acts for and represents the Board of Directors in all ACOG public engagements and media requests, and shall direct day-to-day operations for the agency.
- (E) To perform such other additional duties as the Board of Directors may require.

## SECTION VIII

### Amendment of Agreement

This Agreement may be altered, amended, or otherwise modified upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, at any meeting, provided that such amendment, alteration, or modification shall have to be ratified by a majority of the member governments, and approved by the Attorney General prior to it becoming effective.

## SECTION IX

### Dissolution

- (A) Dissolution of ACOG shall be affected upon a vote representing more than 50 percent of the total weighted vote of a quorum of the Board of Directors representing a minimum of six (6) entities or more present, provided that such action shall be ratified by a majority of the member governments and approved by the Attorney General prior to becoming effective.

- (B) Upon dissolution or final liquidation of the ACOG, after discharge or satisfaction of all outstanding obligations and liabilities, the remaining assets, if any, of ACOG shall be distributed to the members in the same proportion to which each member contributed to in the form of dues, assessments to the overall cost of the operations of the ACOG during the fiscal year of such dissolution or final liquidation.

## SECTION X

### Withdrawal of Membership

Any member may withdraw from the Association by passage of a resolution of its elected governing body terminating its membership under the interlocal agreement establishing ACOG.

## SECTION XI

### Effective Date

This Agreement shall become effective and final upon approval of the Attorney General of Oklahoma, and other appropriate officials with statutory or constitutional powers over this Agreement, and shall remain in full force and effect until the organization is dissolved under the provisions of Section IX or terminated as herein provided.

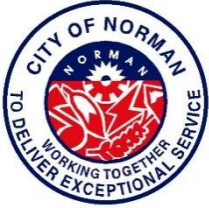
## SECTION XII

### Execution

This Agreement may be executed in multiple counterparts by each unit of local government party hereto, and each such copy shall be executed by the chief elected executive officer of each such member unit of local government, attested and sealed by the clerk thereof, pursuant to the proper adoption and execution of a Resolution of the governing board of the respective units of local government, to which a copy of this Agreement is affixed and of which it forms a part, and all such multiple counterparts shall together be considered as one and the same Agreement.

**File Attachments for Item:**

39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ACKNOWLEDGING THE OKLAHOMA TURNPIKE AUTHORITY'S ACCESS OKLAHOMA PROGRAM TO IMPROVE AND CONSTRUCT TURNPIKE FACILITIES IN THE CITY OF NORMAN AND TO PROTECT AND PRESERVE THE LAKE THUNDERBIRD WATERSHED, THE CANADIAN RIVER CORRIDOR, THE CITY'S DRINKING WATER SUPPLY, AND THE CITY'S FLOOD HAZARD AREAS.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** August 13, 2024

**REQUESTER:** Scott Sturtz

**PRESENTER:** Scott Sturtz, Interim Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2425-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ACKNOWLEDGING THE OKLAHOMA TURNPIKE AUTHORITY'S ACCESS OKLAHOMA PROGRAM TO IMPROVE AND CONSTRUCT TURNPIKE FACILITIES IN THE CITY OF NORMAN AND TO PROTECT AND PRESERVE THE LAKE THUNDERBIRD WATERSHED, THE CANADIAN RIVER CORRIDOR, THE CITY'S DRINKING WATER SUPPLY, AND THE CITY'S FLOOD HAZARD AREAS.

### **BACKGROUND:**

The Oklahoma Turnpike Authority (OTA) operates a turnpike system within Oklahoma that connects state highways/interstates and local road systems. Access Oklahoma was introduced by the OTA in December 2021 with plans to upgrade and expand the turnpike system across the state. The Access Oklahoma plan proposed two new turnpike corridors in the Norman City limits. The first was the East West Connector (EWC) that would connect I-44 near Newcastle to I-40 at the Kickapoo Turnpike across northern Norman. The second was the South Extension Turnpike (SET) that would connect to I-35 north of Purcell and continue through east Norman and connect to the EWC.

### **DISCUSSION:**

The OTA has requested that the Norman City Council pass a resolution to present the City's requests and expectations of the OTA for any future coordination and construction on the EWC and the SET. Currently the SET is under evaluation for the alignment of the roadway to begin further design work on this corridor. The OTA has requested that a resolution be provided by September 3, 2024 so any City of Norman requests can be incorporated into the plans for the first phase that will impact Norman from 72<sup>nd</sup> Avenue Northwest to 24<sup>th</sup> Avenue NW including the interchange at I-35. The 60% plans for this phase of the EWC are expected to be completed in

September 2024. The construction of the turnpike system is expected begin in late 2025 with the mainline opening to traffic by the end of 2027. Future sections will follow.

**RECOMMENDATION:**

Staff recommends approval of Resolution No. R-2425-34 a resolution of the Council of the City of Norman, Oklahoma acknowledging the Oklahoma Turnpike Authority's Access Oklahoma program to improve and construct turnpike facilities in the City of Norman and to protect and preserve the Lake Thunderbird watershed, the Canadian River corridor, the City's drinking water supply, and the City's flood hazard areas.



**RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE OKLAHOMA TURNPIKE AUTHORITY'S ACCESS OKLAHOMA PROGRAM TO IMPROVE AND CONSTRUCT TURNPIKE FACILITIES IN THE CITY OF NORMAN AND TO PROTECT AND PRESERVE THE LAKE THUNDERBIRD WATERSHED, THE CANADIAN RIVER CORRIDOR, THE CITY'S DRINKING WATER SUPPLY, AND THE CITY'S FLOOD HAZARD AREAS**

- § 1. **WHEREAS**, the Oklahoma Turnpike Authority (OTA) was originally created by act of the Twenty-First Oklahoma Legislature on April 30, 1947, to provide for the construction of the Oklahoma City-to-Tulsa Turnpike (the Turner Turnpike); the Oklahoma Legislature passed House Bill 933 on May 7, 1953, thereby establishing the basis for a State system of Turnpikes (Oklahoma Turnpike System); and
- § 2. **WHEREAS**, the Oklahoma Supreme Court affirmed on August 1, 2023, that the OTA has statutory authority to build new turnpike alignments proposed in Oklahoma's long-range plan designed to connect communities and economies safely statewide; and
- § 3. **WHEREAS**, the OTA operates a turnpike system within Oklahoma that connects seamlessly with the state highway/interstate and local road system; and
- § 4. **WHEREAS**, improvements to Oklahoma's interconnected transportation system of turnpikes, state highways and local roads must be coordinated to leverage resources, improve safety and ensure a seamless operation for the benefit of all Oklahomans; and
- § 5. **WHEREAS**, the OTA announced in December 2021, a 15-year, long-range turnpike improvement and expansion program for projects defined in the Advancing and Connecting Communities and Economies Safely Statewide "ACCESS Program" that represents approximately \$5 billion in transportation infrastructure improvements to Oklahoma's Turnpike System by expanding capacity and constructing new turnpike routes; and
- § 6. **WHEREAS**, the ACCESS Program includes the construction of a new turnpike route from the I-44 Tri-City area (Newcastle, Blanchard, Tuttle) at SH-37, crossing the South Canadian River, east to I-35, then continuing east along Indian Hills Road and then northeast to I-40, connecting to the new Kickapoo Turnpike (East-West Connector or "EWC" Project); and
- § 7. **WHEREAS**, the City of Norman requests that the East-West Connector include the construction of access points at I- 44, S. Western Avenue (60<sup>th</sup> Avenue NW), Telephone Road (36<sup>th</sup> Avenue NW), I-35, S. Bryant Avenue (12<sup>th</sup> Avenue NW/Broadway), SH-77H (12<sup>th</sup> Avenue NE), S. Douglas Blvd (48<sup>th</sup> Avenue NE), South Extension Turnpike, S. Choctaw Road (120<sup>th</sup> Avenue NE), S. Peebly Road (156<sup>th</sup> Avenue NE), I-40 along with one-way service roads along the turnpike from S. Western Avenue (60<sup>th</sup> Avenue NW) to S. Douglas Blvd (48<sup>th</sup> Avenue NE); and
- § 8. **WHEREAS**, the City of Norman requests that 36<sup>th</sup> Avenue NW be reconstructed to 4-lane with 10-foot multimodal path per current design plans from East-West Connector north to City of Norman limits and from East-West Connector South to Franklin Road; and

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- § 9. **WHEREAS**, damage to existing City of Norman infrastructure caused by heavy construction activity will be restored to existing or better conditions through a negotiated combination of repair, reimbursement or other methods jointly determined appropriate at the end of corridor construction; and
- § 10. **WHEREAS**, The City of Norman requests that a 10-foot multimodal path be constructed on the south side of the EWC; and
- § 11. **WHEREAS**, the ACCESS Program includes the construction of a new turnpike route from I-35 (Norman and Purcell area), crossing the South Canadian River, Easterly to US-77, then north to EWC near Indian Hills Road (South Extension Turnpike or “SET” Project); and
- § 12. **WHEREAS**, the SET Project proposes to include the construction of access points at I-35, US-77, Etowah Road, SH-9, Alameda Drive, East-West Connector; and
- § 13. **WHEREAS**, the Oklahoma Department of Transportation (ODOT) presently owns and maintains I-44, I-35, I-40, SH-9, SH-37, SH-66, SH-77A, and US-77 where OTA's Turnpike will intersect; and
- § 14. **WHEREAS**, the City of Norman, Oklahoma, is committed to ensuring the health, safety, and welfare of its residents, and recognizes the paramount importance of preserving and protecting its natural resources, particularly its water supply,, Lake Thunderbird and the Garber-Wellington aquifer; and
- § 15. **WHEREAS**, Lake Thunderbird serves as the primary source of drinking water for the residents of Norman, and the integrity of the watershed supplying this lake is critical to maintaining the quality and availability of this water supply; and
- § 16. **WHEREAS**, the Oklahoma Turnpike Authority has proposed the construction of toll roads that would traverse City Floodplains, including areas of the Lake Thunderbird Watershed and Aquatic Areas of Concern within a one-mile corridor along the Canadian River, posing further potential risks, including stormwater runoff pollution and flood hazards to the City, its citizens, and its water resources; and
- § 17. **WHEREAS**, Oklahoma law, including but not limited to 11 O.S. § 37-115, explicitly grants municipalities the authority to protect and preserve watersheds supplying drinking water, empowering the City of Norman to take necessary measures to safeguard its water resources for present and future generations; and
- § 18. **WHEREAS**, Municipal, State, and Federal Law, including the City's Flood Hazard Ordinance, Water Quality Protection Zone Ordinance, the Oklahoma Floodplain Management Act, and the National Pollutant Discharge System Stormwater Program, Phase II MS4 Compliance, empower and require the City of Norman to prevent and protect against flood hazards and water quality impairments resulting from polluted stormwater runoff; and
- § 19. **WHEREAS**, the City of Norman is currently undergoing Comprehensive Planning efforts that must account for the EWC and SET Projects; and

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- § 20. **WHEREAS**, in the interest of furthering the goals of coordinating efforts on transportation infrastructure improvements and economic development, the City of Norman will collaborate with the OTA in the evaluation leading to the construction of future turnpike facilities in these areas; and
- § 21. **WHEREAS**, The City of Norman recognizes the SET project with the understanding that the OTA has yet to set the final alignment. Once the SET project alignment is determined, the City requests the same input and discussions as those given for the EWC project to ensure the needs of the City are met. This includes input for the locations of future interchanges, frontage roads, and potential wetland mitigation efforts. The City of Norman also requests ongoing communication for any future needs or requests as the OTA continues to develop this transportation infrastructure improvement in the Norman area.

**NOW, THEREFORE, BE IT RESOLVED:** The City of Norman is committed to participating in good faith with the OTA in the development of the East-West Connector (EWC) and South Extension Turnpike (SET) projects thereafter to maintain the EWC Project service roads as city streets.

**NOW, THEREFORE, BE IT RESOLVED** by the City Council of the City of Norman, Oklahoma:

1. The City of Norman is requesting that the Oklahoma Turnpike Authority commit the following:
  - **Environmental Studies:** The Oklahoma Turnpike Authority is expected to conduct comprehensive environmental studies including an emphasis on defining potential impacts to the Lake Thunderbird watershed and areas of concern along the Canadian River Corridor, including but not limited to water quality, biological, flood hazards, untreated stormwater runoff, and hydrological changes
  - **Alternative Routes:** The Oklahoma Turnpike Authority explore and present alternative routes that would reduce potential impacts to the Lake Thunderbird watershed, and the areas of concern along the Canadian River Corridor, to mitigate any potential environmental harm.
  - **Mitigation Measures:** The Oklahoma Turnpike Authority propose and implement robust green infrastructure mitigation measures to minimize any adverse effects of the construction and operation of the EWC and SET on the watershed and areas of concern for all roads traversing it through coordination with the City of Norman and the Central Oklahoma Master Conservancy District (COMCD)
  - **Stakeholder Consultation:** The Oklahoma Turnpike Authority engage in consultation with the City of Norman, environmental experts, and the public to ensure transparency and community involvement in decision-making processes.
2. **Public Awareness and Involvement:** The City of Norman will continue to engage and educate the community about the importance of protecting the watershed, the areas of concern along the Canadian River Corridor, and will encourage public participation and support in efforts to safeguard the city's water resources.

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3. Collaborative Efforts: The City of Norman commits to collaborating with local, state, and federal agencies, as well as non-governmental organizations, to enhance the protection of the watershed, the Canadian River Corridor, and to develop sustainable water management practices.

4. Legal Actions: The City Attorney and the City Manager are authorized and directed to take all necessary and appropriate legal, permitting, floodplain management, and stormwater management actions to protect and enforce the city's legal rights and obligations, including but not limited to actions under Oklahoma 11 OK Stat § 37-115, the City's Flood Hazard Ordinance, the City's Stormwater Management Plan, and any other relevant municipal, state, and federal laws, to ensure the ongoing protection of the Lake Thunderbird Watershed and Canadian River Corridor.

PASSED AND **ADOPTED** by the Council and SIGNED by the Mayor of The City Of Norman, Oklahoma, on this \_\_\_\_\_ day of \_\_\_\_\_, 2024.

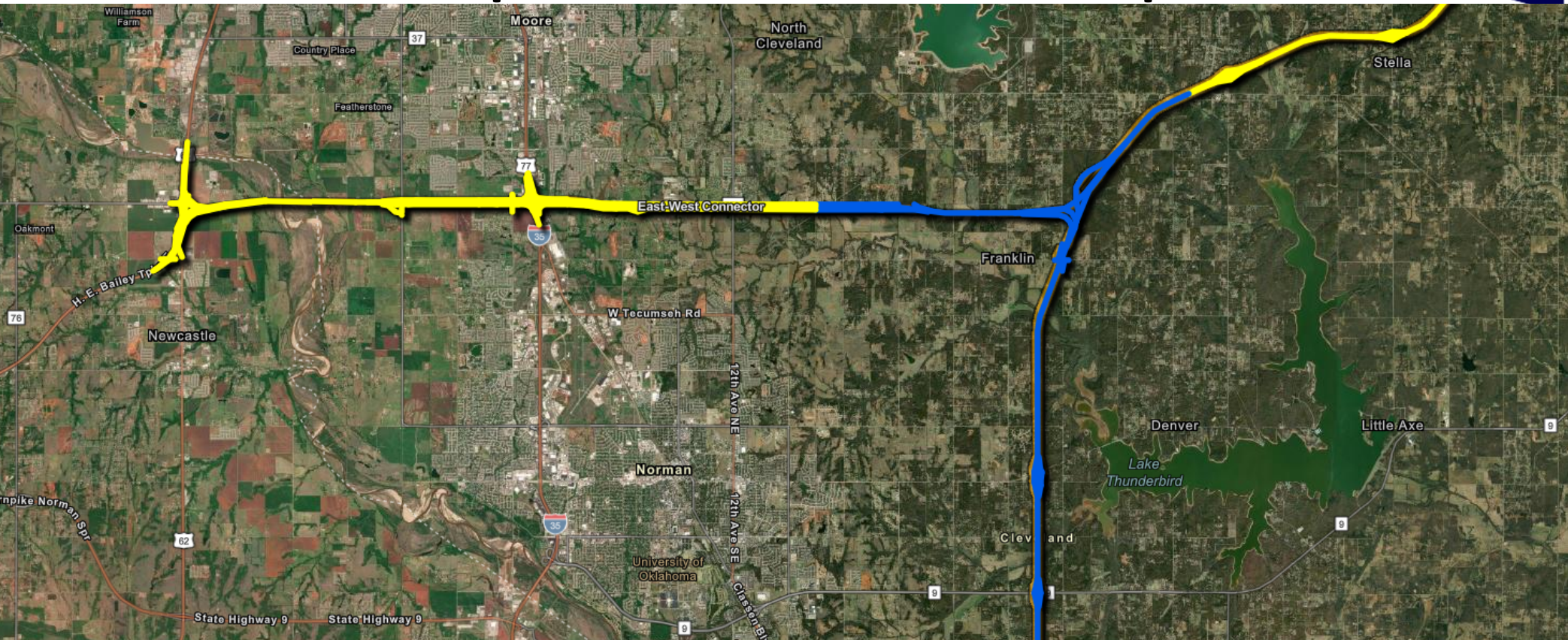
\_\_\_\_\_  
Mayor

ATTEST:

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



# Turnpike Location Map



Yellow is under design  
Blue is future design