CITY OF NORMAN, OK
CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, June 28, 2022 at 6:30 PM

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

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 1 through Item 24 be placed on the consent docket.

Appointments

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

   CITIZENS OVERSIGHT COMMITTEE FOR TAX INCREMENT FINANCE DISTRICT NO. 2
   TERM: 06-28-22 TO 04-10-24: KAIMEE KELLIS, WARD 4

   ECONOMIC DEVELOPMENT ADVISORY BOARD
   TERM: 08-13-21 TO 08-13-24: HOSSEIN FARZANAH, WARD 3
   TERM: 08-13-21 TO 08-13-24: CHRIS PURCELL, WARD 2

   GREENBELT COMMISSION
   TERM: 06-28-22 TO 07-13-25: RICHARD BORNHAUSER, WARD 3

   NORMAN REGIONAL HOSPITAL AUTHORITY
   TERM: 06-28-22 TO 10-31-22: PAULA ROBERTS, WARD 6

2. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED APPOINTMENTS OF DREW NICHOLS AS PRESIDING JUDGE; GAYLE BLAYLOCK AND BLAINE NICE AS ASSOCIATE JUDGES, AND DAVID POARCH AS ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT EACH FOR A TERM BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2024.

Reports/Communications

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF MAY 31, 2022, AND DIRECTING THE FILING THEREOF.

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

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

Final Plat

6. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR THE SUMMIT VALLEY ADDITION, SECTION 3 AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ONE-HALF MILE NORTH OF HIGHWAY 9 AND ONE-HALF MILE EAST OF 24TH AVENUE SE.)

Contracts

7. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE GUARANTEED MAXIMUM PRICE BY $492,185.38 FOR ADDITIONAL COSTS ASSOCIATED WITH THE ASBESTOS ABATEMENT FOR THE DEVELOPMENT CENTER PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

8. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF REQUEST FOR AUTHORIZATION FOR PARTIAL RELEASE OF RETAINAGE, REDUCING RETAINAGE FROM 5% TO 2.5%, FOR PAYMENT PURSUANT TO CONTRACT K-2021-35 BETWEEN THE CITY OF NORMAN AND FLINTCO LLC, RELATING TO THE NORTH BASE COMPLEX PHASE 1 PROJECT.

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY $2,653,243 FOR A REVISED CONTRACT AMOUNT OF $41,677,428 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-115: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY $423,737 FOR A REVISED CONTRACT AMOUNT OF $11,582,248 FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE SENIOR WELLNESS CENTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-127: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CUSTARD FACTORY, INC., IN THE AMOUNT OF $100.00 PER YEAR ALLOWING PLACEMENT OF STRING LIGHTS AND POLES WITHIN THE PUBLIC RIGHT-OF-WAY.

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-131: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) D/B/A EMBARK TO PROVIDE TRANSIT SERVICES FOR THE CITY OF NORMAN FROM JULY 1, 2022, THROUGH JUNE 30, 2023, IN AN AMOUNT NOT TO EXCEED $3,560,195.

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-140: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND STANLEY R. SENDELBACH IN THE AMOUNT OF $450 PER YEAR BY THE TENANT FOR AGRICULTURAL LEASE OF THE PROPERTY AT 4020 EAST TECUMSEH ROAD.

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-141: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PINNACLE VIEW, L.L.C., FOR THE LEASE OF PROPERTY LOCATED AT 307 WEST GRAY STREET FOR A PERIOD OF THREE YEARS SUBJECT TO ANNUAL APPROPRIATION OF FUNDS.

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN ECONOMIC DEVELOPMENT COALITION FOR THE USE OF ONE MILLION DOLLARS ($1,000,000) IN AMERICAN RESCUE PLAN ACT FUNDS FOR QUALIFYING ECONOMIC DEVELOPMENT EXPENDITURES.

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-135: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $1,000,000 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED BY THE NORMAN ECONOMIC DEVELOPMENT COALITION FOR THE IMPLEMENTATION OF BUSINESS INCUBATOR PROGRAMS.

Deed

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONVEYANCE OF TITLE BY QUIT CLAIM DEED FOR PROPERTY LOCATED AT 531 EAST SYMMES STREET TO THE NORMAN AFFORDABLE HOUSING CORPORATION FOR USE AS RENTAL HOUSE FOR HOUSEHOLDS AT OR BELOW THE 80% MEDIAN FAMILY INCOME THRESHOLD.

Resolutions

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-134: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING MESHEK AND ASSOCIATES, L.L.C., AS AN AGENT FOR THE CITY OF NORMAN, TO SUBMIT A HAZARD MITIGATION GRANT PROGRAM GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR PHASE I IMPROVEMENTS PLANNED FOR LOWER IMHOFF CREEK.

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-138: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $3,000,000 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED FOR FUNDING THE LOWER IMHOFF CREEK BANK STABILIZATION PROJECT.

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-137: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING PROCEDURES ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION 5-105(1)(D) OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR RESIDENTIAL HOMES ACHIEVING CERTAIN HOME ENERGY RATING SYSTEM (HERS) ENERGY RATING INDEX (ERI) SCORES, AND EXTENSION OF THE PILOT PROGRAM ESTABLISHED IN RESOLUTION R-1718-117 THROUGH JUNE 30, 2024.

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF RESOLUTION R-2122-139: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SETTING FORTH A PROCESS FOR COUNCIL TO FOLLOW IN THE EVENT OF A VACANCY ON CITY COUNCIL.

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-136: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING ADVANCED WATER METERING IMPROVEMENTS FOR THE CITY OF NORMAN, OKLAHOMA; APPROVING A PROFESSIONAL SERVICES AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

Settlement

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF CITY OF NORMAN V. RON ASHLEY, CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-337, IN THE AMOUNT OF $210,000.

Postponement

24. **CONSIDERATION OF POSTPONEMENT OF ORDINANCE O-2122-48 UNTIL AUGUST 9, 2022**: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS BEGINNING ON JANUARY 11, 2023, AND ENDING ON JANUARY 10, 2048, SUBJECT TO THE APPROVAL OF THE VOTERS AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND CALLING A SPECIAL ELECTION ON JANUARY 10, 2023.

NON-CONSENT ITEMS

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-111: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND PLACE THE SAME IN THE LOW DENSITY RESIDENTIAL DESIGNATION. (NORTHWEST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE)

26. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-42 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHWEST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE)

27. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE VILLAGES ADDITION, A PLANNED UNIT DEVELOPMENT. (NORTHWEST CORNER OF EAST IMHOFF ROAD AND OAKHURST AVENUE.)

28. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-43 UPON SECOND AND FINAL READING. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP IN THE R-3, MULTI-FAMILY DWELLING DISTRICT FOR LOT SIXTEEN (16), IN BLOCK ONE (1), OF LINCOLN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (494 ELM AVENUE)

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

CITIZENS OVERSIGHT COMMITTEE FOR TAX INCREMENT FINANCE DISTRICT NO. 2

TERM: 06-28-22 TO 04-10-24: KAIMEE KELLIS, WARD 4

ECONOMIC DEVELOPMENT ADVISORY BOARD

TERM: 08-13-21 TO 08-13-24: HOSSEIN FARZANAH, WARD 3

TERM: 08-13-21 TO 08-13-24: CHRIS PURCELL, WARD 2

GREENBELT COMMISSION

TERM: 06-28-22 TO 07-13-25: RICHARD BORNHAUSER, WARD 3

NORMAN REGIONAL HOSPITAL AUTHORITY

TERM: 06-28-22 TO 10-31-22: PAULA ROBERTS, WARD 6

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

CITIZENS OVERSIGHT COMMITTEE FOR TAX INCREMENT FINANCE DISTRICT NO. 2
TERM: 06-28-22 TO 04-10-24: KAIMEE KELLIS, WARD 4

ECONOMIC DEVELOPMENT ADVISORY BOARD
TERM: 08-13-21 TO 08-13-24: HOSSEIN FARZANAH, WARD 3
TERM: 08-13-21 TO 08-13-24: CHRIS PURCELL, WARD 2

GREENBELT COMMISSION
TERM: 06-28-22 TO 07-13-25: RICHARD BORNHAUSER, WARD 3

NORMAN REGIONAL HOSPITAL AUTHORITY
TERM: 06-28-22 TO 10-31-22: PAULA ROBERTS, WARD 6

Kaimee Kellis will fill the unexpired vacancy left by Lance Vanzant who is no longer eligible to serve; Hossein Farzanah and Chris Purcell are reappointments; Richard Bornhauser will replace Robert Huskey; and Paula Roberts will fill the unexpired vacancy due to the passing of Tom Sherman.

File Attachments for Item:

2. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED APPOINTMENTS OF DREW NICHOLS AS PRESIDING JUDGE; GAYLE BLAYLOCK AND BLAINE NICE AS ASSOCIATE JUDGES, AND DAVID POARCH AS ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT EACH FOR A TERM BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2024.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Ronda Guerrero, Municipal Court Clerk

PRESENTER: Ronda Guerrero, Municipal Court Clerk

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE PROPOSED APPOINTMENTS OF DREW NICHOLS AS PRESIDING JUDGE; GAYLE BLAYLOCK AND BLAINE NICE AS ASSOCIATE JUDGES, AND DAVID POARCH AS ACTING JUDGE OF THE MUNICIPAL CRIMINAL COURT EACH FOR A TERM BEGINNING JULY 1, 2022, AND ENDING JUNE 30, 2024.

INFORMATION:

The written nomination of Drew Nichols as Presiding Judge, Gayle Blaylock and Blaine Nice as Associate Judges, and David Poarch as Acting Judge was approved by Council on June 14. In accordance with Section 14-201 of the Code of the City of Norman, the above-described item appears on City Council's agenda in order that the reappointments of Drew Nichols as Presiding Judge, Gail Blaylock and Blaine Nice as Associate Judges, and David Poarch as Acting Judge of the Municipal Criminal Court each for a term beginning July 1, 2022, and ending June 30, 2022, may be confirmed.

File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF MAY 31, 2022, AND DIRECTING THE FILING THEREOF.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF MAY 31, 2022, AND DIRECTING THE FILING THEREOF.

DATE: May 11, 2022

TO: City Council

FROM: Anthony Francisco, Director of Finance

REVIEWED BY: Clint Mercer, Chief Accountant

PREPARED BY: Debbie Whitaker, Municipal Accountant III

SUBJECT: Breakdown of Interest Earnings by Fund

	MONTHLY COMPARISON						ANNUAL COMPARISON			
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE22	MONTHLY INTEREST EARNINGS April 2022	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE April 2022	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE22-YTD	INTEREST EARNINGS YTD FYE22	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	$15,476	$4,739	-69.38%	7.88%	14,795,254	5.15%	$151,725	$32,016	-78.90%	5.96%
NET REVENUE STABILIZATION	$4,167	$1,429	-65.70%	2.38%	4,199,189	1.46%	$41,667	$12,818	-69.24%	2.38%
PUBLIC SAFETY SALES TAX FUND	$4,167	$550	-86.79%	0.92%	9,851,366	3.43%	$41,667	$3,419	-91.79%	0.64%
HOUSING	N/A	$6	100.00%	0.01%	4,100,302	1.43%	N/A	$33	100.00%	0.01%
SPECIAL GRANTS FUND	N/A	$272	100.00%	0.45%	14,070,057	4.90%	N/A	$3,982	100.00%	0.74%
ROOM TAX FUND	$208	-$64	-130.53%	-0.11%	570,849	0.20%	$2,083	$852	-59.13%	0.16%
SEIZURES	$42	$443	963.25%	0.74%	1,454,026	0.51%	$417	$3,469	732.47%	0.65%
CLEET FUND	N/A	$0	100.00%	0.00%	(2,870)	0.00%	N/A	$0	100.00%	0.00%
TRANSIT & PARKING FUND	$0	$1,555	0.00%	2.59%	4,560,922	1.59%	$0	$4,165	0.00%	0.77%
ART IN PUBLIC PLACES FUND	N/A	$1	100.00%	0.00%	1,847	0.00%	N/A	$5	100.00%	0.00%
WESTWOOD FUND	$625	$194	-68.94%	0.32%	1,166,128	0.41%	$6,250	$2,784	-55.45%	0.52%
WATER FUND	$10,000	$11,337	13.37%	18.85%	38,788,374	13.49%	$100,000	$108,043	8.04%	20.10%
WASTEWATER FUND	$4,167	$3,282	-21.22%	5.46%	9,586,243	3.34%	$41,667	$30,473	-26.86%	5.67%
SEWER MAINTENANCE FUND	N/A	$4,387	100.00%	7.30%	12,932,508	4.50%	N/A	$38,446	100.00%	7.15%
DEVELOPMENT EXCISE	$5,833	$2,216	-62.01%	3.69%	6,649,881	2.31%	$58,333	$21,109	-63.81%	3.93%
SANITATION FUND	$25,000	$5,260	-78.96%	8.75%	15,146,569	5.27%	$250,000	$51,244	-79.50%	9.53%
RISK MANAGEMENT FUND	N/A	$784	100.00%	1.30%	1,165,199	0.41%	N/A	$8,205	100.00%	1.53%
CAPITAL PROJECTS FUND	$58,333	$6,935	-88.11%	11.53%	61,400,103	21.36%	$333,333	$84,494	-74.65%	15.72%
NORMAN FORWARD SALES TAX	$1,250	$11,480	818.37%	19.09%	67,002,189	23.31%	$12,500	$99,341	694.73%	18.48%
PARKLAND FUND	$833	$267	-67.98%	0.44%	779,307	0.27%	$8,333	$2,678	-67.86%	0.50%
UNP TAX INCREMENT DISTRICT	$2,000	$90	-95.52%	0.15%	10,844,488	3.77%	$400,000	$945	100.00%	0.18%
CENTER CITY TAX INCREMENT DIST	N/A	$244	0.00%	0.41%	857,708	0.30%	N/A	$1,633	100.00%	0.30%
SINKING FUND	$2,083	$4,385	110.46%	7.29%	6,547,751	2.28%	$20,833	$24,334	16.80%	4.53%
SITE IMPROVEMENT FUND	N/A	$17	100.00%	0.03%	50,387	0.02%	N/A	$159	100.00%	0.03%
TRUST & AGENCY FUNDS	N/A	$3	100.00%	0.01%	9,708	0.00%	N/A	$31	100.00%	0.01%
ARTERIAL ROAD FUND	N/A	$313	100.00%	0.52%	918,362	0.32%	N/A	$2,872	100.00%	0.53%
	$134,184	$60,126	-55.19%	100.00%	287,425,846	100.00%	$1,468,808	$537,549	-63.40%	100.00%

City funds are invested in interest bearing accounts and investment securities, as directed by the City's Investment Policy. Rates of return on these investments relate directly to current Treasury and Money Market rates. Total funds on deposit of $287.43 million as of 04/30/22 are represented by working capital cash balances of all City funds of approximately $90.31 million, outstanding encumbrances of $91.34 million, General Obligation Bond proceeds of $43.15 million, NUA revenue bond proceeds of $5.80 million, NMA bond proceeds of $45.14 million, and UNP TIF reserve amounts of $11.69 million.

INVESTMENT BY TYPE

April 30, 2022

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	EARNED INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			0.05%	$2,126.82	$49,220,755.04	$49,220,755.04
BANK OF OKLAHOMA	WARRANTS PAYABLE					($809,086.37)	($809,086.37)
BANK OF OKLAHOMA	PAYROLL					($4,186,047.66)	($4,186,047.66)
BANK OF OKLAHOMA	COURT BOND REFUNDS					$150,707.84	$150,707.84
BANK OF OKLAHOMA	INSURANCE CLAIMS					($419,226.29)	($419,226.29)
BANK OF OKLAHOMA	LOCK BOX					$1,428,216.66	$1,428,216.66
BANK OF OKLAHOMA	RETURN CHECKS					($5,860.99)	($5,860.99)
BANK OF OKLAHOMA	PARKS					$0.00	$0.00
BANK OF OKLAHOMA	FLEXIBLE SPENDING					($8,042.60)	($8,042.60)
BANK OF OKLAHOMA	CDBG-CV			0.03%	$5.86	$196,402.95	$196,402.95
**Subtotal					$2,132.68	$45,567,818.58	$45,567,818.58
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.37%	$3.75	$187,918.22	$187,918.22
BANCFIRST-NMA Room Tax	MONEY MKT.			0.06%	$16.78	$71,318.82	$71,318.82
BANCFIRST-NUA Water	MONEY MKT.			0.37%	$25.85	$5,480,096.16	$5,480,096.16
BANCFIRST-NUA Clean Water	MONEY MKT.			0.06%	$3.25	$136,132.27	$136,132.27
BANCFIRST-NMA PSST	MONEY MKT.			0.37%	$38.22	$8,272,383.81	$8,272,383.81
BANCFIRST-NMA Norman Forward	MONEY MKT.			0.37%	$129.43	$35,132,796.67	$35,132,796.67
BANCFIRST-NMA ERP Financing	MONEY MKT.			0.37%	$6.20	$1,660,497.41	$1,660,497.41
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			0.01%	$89.67	$11,658,578.54	$11,658,578.54
BANK OF OKLAHOMA ARPA	MONEY MKT.			0.03%	$270.77	$10,981,387.34	$10,981,387.34
BANK OF OKLAHOMA-Westwood	MONEY MKT.			0.05%	$194.15	$0.00	$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			0.05%	$0.51	$12,428.15	$12,428.15
BANK OF OKLAHOMA	MONEY MKT.			0.05%	$1.35	$32,988.83	$32,988.83
BANK OF OKLAHOMA	MONEY MKT.			0.05%	$6.05	$136,306.82	$136,306.82
BANK OF OKLAHOMA-SW	MONEY MKT.			0.05%	$0.00	$6.77	$6.77
BANK OF OKLAHOMA-Misty Lake	MONEY MKT.			0.03%	$14.67	$595,128.62	$595,128.62
BANK OF OKLAHOMA-2015	MONEY MKT.			0.05%	$77.99	$1,897,700.88	$1,897,700.88
BANK OF OKLAHOMA-2019A	MONEY MKT.			0.05%	$221.97	$5,360,049.00	$5,360,049.00
BANK OF OKLAHOMA-2019B	MONEY MKT.			0.05%	$620.85	$15,087,368.89	$15,087,368.89
BANK OF OKLAHOMA-2020A	MONEY MKT.			0.03%	$177.57	$7,150,462.93	$7,150,462.93
BANK OF OKLAHOMA-2021	MONEY MKT.			0.03%	$336.61	$13,651,881.93	$13,651,881.93
**Subtotal					$2,235.64	$117,505,432.06	$117,505,432.06
**Sweep/Overnight							
BANK OF OKLAHOMA	ICS ACCT			0.03%	$796.50	$32,326,451.34	$32,326,451.34
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			0.01%	$77.20	$5,893,144.51	$5,893,144.51
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	09/30/21	09/30/22	0.45%	$31.25	$250,000.00	$250,000.00
GREAT NATIONS BANK	CD	09/30/21	09/30/22	0.45%	$114.58	$250,000.00	$250,000.00
VALLIANCE BANK	CD	11/30/21	11/30/22	0.15%	$31.25	$250,000.00	$250,000.00
FIRST NATIONAL BANK	CD	12/28/21	12/28/22	0.25%	$52.08	$250,000.00	$250,000.00
**Subtotal					$229.16	$1,000,000.00	$1,000,000.00
**U.S. Treasury Securities/Agency Securities							
FFCB	3133EMNU2	01/29/21	04/27/22	0.06%	472.70		
US T-Note	912828XR6	05/31/19	05/31/22	2.04%	5,055.01	3,000,000.00	$3,003,060.00
FHLB	313381BR5	12/31/19	12/09/22	1.61%	10,936.82	8,100,000.00	$8,112,555.00
FFCB	3133EMKU5	01/29/21	12/14/22	0.11%	455.30	5,005,000.00	$4,964,259.30
FHLMC	3134GXGQ1	01/29/21	12/15/22	0.06%	911.66	8,000,000.00	$7,923,440.00
FNMA	3135G05T6	11/30/21	08/18/23	0.48%	2,609.17	6,500,000.00	$6,323,200.00
US T-Note	9128284X5	06/29/21	08/31/23	2.75%	2,072.68	8,500,000.00	$8,534,935.00
FHLMC	3134GW7K6	04/29/22	11/03/23	2.40%	56.00	6,788,000.00	$6,562,638.40
FHLB	3130A3VC5	12/31/19	12/08/23	1.62%	8,932.98	6,500,000.00	$6,469,645.00
US T-Note	91282CBN0	06/30/21	12/28/23	0.13%	1,353.82	9,000,000.00	$8,864,010.00
FFCB	3133ENLF5	01/28/22	01/18/24	1.17%	7,272.49	7,500,000.00	$7,305,450.00
FHLB	3130A8HK2	11/30/21	06/14/24	0.70%	3,748.54	6,240,000.00	$6,115,324.80
US T-Note	91282CCT6	01/31/22	08/15/24	1.27%	7,729.07	7,500,000.00	$7,097,775.00
FHLB	3130A3GE8	01/28/22	12/13/24	1.41%	3,048.46	2,500,000.00	$2,494,100.00
**Subtotal					54,654.70	85,133,000.00	$83,770,392.50
TOTAL					60,125.88	287,425,846.49	$253,736,787.65

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

File Attachments for Item:

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

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Darrel Pyle, City Manager

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE MONTHLY DEPARTMENTAL REPORTS FOR THE MONTH OF MAY, 2022.

City of Norman

Monthly Departmental Report

May 2022

MONTHLY PROGRESS

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CITY CLERK 1

CITY CLERK

MONTHLY PROGRESS REPORT
May 2022

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	15	75	0	19
Bus Service	0	3	0	0
CDBG	1	73	6	31
City Clerk	80	775	3	81
City Manager/Mayor	10	60	3	51
City Wide Garage Sale	0	205	0	6
Code Enforcement	99	487	3	48
Finance	5	132	0	5
Fire/Civil Defense	2	16	2	5
Human Resources	8	44	0	1
I.T.	14	82	0	4
Legal	12	60	0	12
Line Maintenance	1	103	1	12
Municipal Court	2	41	0	0
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Parks & Recreation	25	183	3	26
Permits/Inspections	60	425	0	16
Planning	17	149	2	9
Police/Parking	29	206	10	118
Public Works	11	139	0	16
Recycling	0	0	0	0
Sanitation	65	476	5	46
Sidewalks	0	5	0	3
Storm Debris	0	0	0	0
Storm Water	22	109	8	39
Streets	40	249	5	34
Street Lights	0	40	0	2
Traffic	24	191	2	13
Utilities	87	474	6	39
WC Questions	0	0	0	0
WC Violations	0	0	0	0
May Total: 688	**629**	**4801**	**59**	**636**

LICENSES

Thirty-six New licenses and twenty-two Renewals were issued during the month of May. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER ISSUED	FYE YTD	LICENSE TYPE	NUMBER ISSUED	FYE YTD
Bee Keeper	0	7	Retail Beer	1	80
Brewer	0	6	Retail Spirits Store	0	30
Coin-Operated Devices	3	478	Retail Wine	1	59
Distiller	0	0	Salvage Yard	0	1
Food	12	483	Sidewalk Dining	1	16
Game Machines	1	211	Solicitor/Peddler (30 day)	0	8
Impoundment Yard	0	4	Solicitor/Peddler (60 day)	3	20
Kennel	0	20	Solicitor/Peddler (one day)	0	2
Medical Marijuana Dispensary	10	61	Special Event	1	7
Medical Marijuana Grower	4	74	Strong Beer & Wine/Winemaker	3	23
Medical Marijuana Processor	4	21	Taxi/Motorbus/Limousine	1	14
Medical Marijuana Testing Laboratory	0	0			0
Mixed Beverage	0	61	Temp Food (one day)	2	14
Mixed Beverage/Caterer	0	45	Temp Food (30 day)	2	9
Pawnbroker	0	4	Temp Food (180 day)	9	31
Pedicab	0	0	Transient Amusement	0	2
YTD License Total: 1801	**36**	**1477**		**22**	**324**

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
Bee High Dispensary	2205 W. Main Street #1	Medical Marijuana Dispensary
How High Dispensary #2	2118 W. Lindsey St.	Medical Marijuana Dispensary
Just Jane Dispensary	912 N. Flood Ave.	Medical Marijuana Dispensary
Moodz	2840 Classen Blvd.	Medical Marijuana Dispensary
Steady Eddi	136 Hal Muldrow Dr.	Medical Marijuana Dispensary
Sufeez	1045 N. Flood Ave.	Medical Marijuana Dispensary
Vintage Smoke Dispensary	1215 36th Ave. N.W.	Medical Marijuana Dispensary
Quail Springs Vending	999 Outside of City	Coin Operated Vending Machines
Tates Vending Service	999 Outside of City	Coin Operated Vending Machines
Billy Sims BBQ (new owners)	2226 W. Main Street	Food Service License
Chuck E. Cheese's #893 (new owners)	2201 Interstate Dr.	Food Service License
Delish Nutrish	2205 W. Main St. #1	Food Service License
HTEAO	1002 N. Porter Ave.	Food Service License
Zhi Zun Ktv	2230 W. Main St.	Food Service License
Blazing Star Farms	4750 E. Robinson	Medical Marijuana Grower
Essential Organic Solutions	4212 Classen Circle 100	Medical Marijuana Grower

Golden Trends	1560 Double Dr.	Medical Marijuana Processor
I-Drive Norman	4008 Bluestem Circle	Taxi/Motorbus/Limousine
Katsu	1130 Rambling Oaks Dr. Suite 100	Occupational Tax/Beer and Wine
Norman Pride	E Gray Street	Special Event

SOLICITOR/PEDDLER LICENSE		
60 DAY	30 DAY	1 DAY
Smart Homes Pro, Inc.		
777 Roofing & Construction		
777 Roofing & Construction		

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Beanstalk Sno	Cappuvvino	B-Rays BBQ
Beanstalk Sno II	Riko's	Snosquatch Shaved Ice
Blazin Burger Joint		
Golden Burrito, The		
Golden Burrito, The		
HTEAO		
Schwan's		
Schwan's		
Schwan's		

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
5-11-22	Visit Norman/Daniel Schemm	Alleges that on March 8, 2022, City employee was driving, Clermont-Ferrand Delegation in Visit Norman van and backed into a mailbox causing damage to the van. Cost for repairs to vehicle.	$2,296.45
5-12-22	Carnie R. Barnes	Alleges that on March 9, 2022, a City trash truck hit his car parked in front of his home at 1914 Virginia Avenue, causing damage to the rear bumper. Three estimates attached.	$874.50
5-27-22	Cox Communications	Alleges that on March 31, 2022, the City of Norman mowing crew damaged Cox pedestal at 2504 Timberwood Court. The Claims Center is the Third party claim administrator Reference # 2MN1055442.	$1,954.25

STUDY SESSION

On May 3, 2022, City Council met in Study Session to discuss the FYE 2023 Capital Improvements Program budget. Additionally, discussed proposed Charter Amendments to forward to an August 2022 election.

On May 17, 2022, City Council met in Study Session to discuss the proposed FYE 2023 City of Norman budget- Enterprise Funds.

SPECIAL SESSION

On May 10, 2022, City Council met in Special Session and adjourned into Executive Session to discuss whether or not to direct the City Manager to investigate possible misconduct or incompetence of the Chief of the Fire Department. Discussed negotiations concerning employees and representatives of employee groups concerning a pending investigation, litigation of IAFF vs City of Norman Cleveland County case #CJ-2016-610 and Oklahoma Supreme Court DF-120316. Continued discussions regarding recommendations from the Center City Form Based Code Ad Hoc Committee regarding the Center City Form Based Code zoning regulations.

On May 24, 2022, City Council met in Special Session and Adjourned into Executive Session to discuss the case of Smith vs. City of Norman, Equal Employment Opportunity Council (EEOC) charge of discrimination No. 564-2022-00673.

FINANCE COMMITTEE

On May 19, 2022, the Finance Committee met and discussed proposed amendments to the FYE 2023 City of Norman budget. The Monthly Revenue and Expenditures Report was discussed and the Open Positions Report was submitted.

BUSINESS AND COMMUNITY AFFAIRS COMMITTEE

On May 5, 2022, the Business and Community Affairs Committee met and discussed the Home Energy rating system (HERS) and Energy Rating Index (ERI).

COMMUNITY PLANNING & TRANSPORTATION COMMITTEE

On May 26, 2022, the Community Planning and Transportation Committee met and the Public Transit report was submitted. Updates were presented on Americans with Disabilities Act (ADA) improvements at the Norman Central Library as well as a Current Status Report of the building condition.

OVERSIGHT COMMITTEE

On May 12, 2022, the Oversight Committee met and discussed the creation of a written policy for the process to fill a vacant Council Seat. Additionally, discussed the creation of a written policy for Postponement of Zoning Applications, and the Staff report on Homeless activity was submitted.

CITY MANAGER 2

NORMAN FORWARD 2A

ADG

Memorandum

To: Jason Olsen, The City of Norman Parks and Recreation

From: A.J. Kirkpatrick, ADG

ADG Project Number: 16-003

ADG Project Name: Norman FORWARD

Date: 05.31.2022

Re: **May 2022 Monthly Report**

REPORT PERIOD: May 1 through May 31, 2022

WORK THIS MONTH

1. Monday, May 2, 2022 | 12:30 p.m. | ECOC Site Visit: OKC Metro
   a. Site visits with Norman PD and ADG Interiors to see other ECC and EOC facilities
2. Tuesday, May 3, 2022 | 8:30 a.m. | Development Center Walk Through
   a. Walk through abatement completion for contractor to begin remobilization
3. Tuesday, May 3, 2022 | 10:00 a.m. | FSB/ADG YFAC Coordination
   a. Meeting with FSB to facilitate coordination of contract documents
4. Tuesday, May 3, 2022 | 10:00 a.m. | Reaves-Ball Field and Lot 4 Phase Plan
   a. Meeting arranged by Flintco to update subs on project phasing
5. Tuesday, May 3, 2022 | 4:30 p.m. | Senior GMP Review
   a. Reviewed proposed GMP versus budget
6. Thursday, May 5, 2022 | 2:30 p.m. | Senior Wellness Center Bi-Weekly Programming Meeting
   a. Discussion of programming issues on the Senior Wellness Center Project
7. Friday, May 6, 2022 | 9:00 a.m. | Reaves Park OAC Meeting
   a. Discussion of project schedule, budgets, and critical issues
8. Monday, May 9, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
   a. Weekly discussion of project schedules, budgets, and critical issues
9. Tuesday, May 10, 2022 | 8:30 a.m. | Senior GMP's
   a. Additional discussion of GMPs in light of delayed closing on project land
10. Tuesday, May 10, 2022 | 8:30 a.m. | ECOC Site Visit: Stillwater
    a. Site visits with Norman PD and ADG Interiors to see Stillwater and OSU ECC and EOC facilities
11. Tuesday, May 10, 2022 | 10:00 a.m. | YFAC - ADG/FSB Coordination
    a. Meeting with FSB to facilitate coordination of contract documents
12. Tuesday, May 10, 2022 | 3:00 p.m. | Norman ECOC Bi-weekly Programming Meeting
    a. Discussion of programming issues on the ECOC
13. Wednesday, May 11, 2022 | 9:00 a.m. | Building C Budget Review
    a. Reviewed schematic design budget and overall project budget for Building C
14. Wednesday, May 11, 2022 | 10:00 a.m. | Norman Development Center – OAC Meeting
    a. Bi-weekly discussion of project schedules, budgets, and critical issues
15. Thursday, May 12, 2022 | 9:00 a.m. | Griffin Park Phase 5 & 6 OAC
    a. Discussion of project schedule, budgets, and critical issues

16. Thursday, May 12, 2022 | 1:00 p.m. | YFAC - OAC Meeting
    a. Discussion of project schedule, budgets, and critical issues
17. Thursday, May 12, 2022 | 2:30 p.m. | YFAC - Court Paint Colors
    a. Meeting to revive discussion on signage and court paint
18. Friday, May 13, 2022 | 9:30 a.m. | Norman ECC-EOC Facility (968/1.20) - Consoles Meeting
    a. Console coordination meeting to review sequencing and next steps
19. Monday, May 16, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
    a. Weekly discussion of project schedules, budgets, and critical issues
20. Monday, May 16, 2022 | 2:00 p.m. | Reaves Park Art Panel Discussion
    a. Meeting to review proposals for Reaves Park public art project
21. Tuesday, May 17, 2022 | 10:00 a.m. | YFAC - ADG/FSB Coordination
    a. Meeting with FSB to facilitate coordination of contract documents
22. Wednesday, May 18, 2022 | 10:00 a.m. | Senior Add # 3
    a. Meeting with FSB to discuss new costs related to steel
23. Thursday, May 19, 2022 | 10:00 a.m. | Norman ECC-EOC Facility - Dispatch Consoles
    a. IT Coordination meeting for dispatch consoles
24. Thursday, May 19, 2022 | 11:30 a.m. | Norman Senior Center - Pre Construction Meeting
    a. Construction kick-off meeting for Senior Center
25. Thursday, May 19, 2022 | 2:30 p.m. | Senior Wellness Center Bi-Weekly Programming Meeting
    a. Discussion of programming issues on the Senior Wellness Center Project
26. Thursday, May 19, 2022 | 4:00 p.m. | North Base Punch/Retainage Discussion
    a. Discussed punch list status and issuing retainage
27. Friday, May 20, 2022 | 9:30 a.m. | Reaves Park OAC Meeting
    a. Discussion of project schedule, budgets, and critical issues
28. Friday, May 20, 2022 | 2:30 p.m. | NF Senior Center and YFAC public improvement drawings check in
    a. Meeting with FSB civil team on progress towards submitting public improvement drawings
29. Monday, May 23, 2022 | 10:30 a.m. | Weekly N.F. Staff-ADG Coordination Mtg
    a. Weekly discussion of project schedules, budgets, and critical issues
30. Monday, May 23, 2022 | 1:00 p.m. | Norman ECC-EOC Facility - Watson Consoles
    a. Watson presentation for dispatch consoles
31. Monday, May 23, 2022 | 2:00 p.m. | Norman ECC-EOC Facility - Winsted Dispatch Consoles
    a. Winsted presentation for dispatch consoles
32. Monday, May 23, 2022 | 3:00 p.m. | Norman ECC-EOC Facility - Russ Basset Consoles
    a. Russ Basset presentation for dispatch consoles
33. Tuesday, May 24, 2022 | 8:30 a.m. | YFAC PCO Review
    a. Reviewed new PCO related to an electrical RFC
34. Tuesday, May 24, 2022 | 9:30 a.m. | North Base Punch/Warranty List Review
    a. Reviewed punch and warranty list and verified status of each item
35. Tuesday, May 24, 2022 | 10:00 a.m. | FSB/ADG YFAC Coordination
    a. Meeting with FSB to facilitate coordination of contract documents
36. Tuesday, May 24, 2022 | 11:30 a.m. | City of Norman FFE project discussion
    a. Discussion of FFE procurement process on Norman Forward projects
37. Tuesday, May 24, 2022 | 2:00 p.m. | Norman ECOC Bi-weekly Programming Meeting
    a. Discussion of programming issues on the ECOC
38. Tuesday, May 24, 2022 | 3:30 p.m. | CFOB Meeting
    a. Update on budgets for Norman Forward projects
39. Tuesday, May 24, 2022 | 6:00 p.m. | City Council meeting
    a. Attended City Council meeting for Senior and YFAC GMP items
40. Wednesday, May 25, 2022 | 10:00 a.m. | Norman Development Center – OAC Meeting
    a. Bi-weekly discussion of project schedules, budgets, and critical issues

41. Wednesday, May 25, 2022 | 2:00 p.m. | Norman ECC-EOC Facility - Xybix Consoles
    a. Xybix presentation for dispatch consoles
42. Wednesday, May 25, 2022 | 3:00 p.m. | Norman ECC-EOC Facility - Bramic Consoles
    a. Bramic presentation for dispatch consoles
43. Thursday, May 26, 2022 | 9:00 a.m. | Griffin Park Phase 5 & Phase 6 OAC
    a. Discussion of project schedule, budgets, and critical issues
44. Thursday, May 26, 2022 | 10:00 a.m. | Low Voltage Progress Meeting
    a. Discussion of Senior Center low voltage needs with City of Norman IT staff
45. Thursday, May 26, 2022 | 12:00 p.m. | YFAC – VE Discussion
    a. Discussions of possible VE items to replenish project contingency
46. Thursday, May 26, 2022 | 1:00 p.m. | YFAC - OAC Meeting
    a. Discussion of project schedule, budgets, and critical issues
47. Friday, May 27, 2022 | 1:00 p.m. | FF&E Procurement Call
    a. Discussed FF&E procurement methods with City Attorney
48. Tuesday, May 31, 2022 | 10:00 a.m. | YFAC - ADG/FSB Coordination
    a. Meeting with FSB to facilitate coordination of contract documents
49. Tuesday, May 31, 2022 | 12:30 p.m. | NMC Dev Center – Site Walk
    a. Walk with Crossland and Tec An to review damage from abatement

Construction Observation Site Visits:

a. Griffin, Phase 5: 8
b. Municipal Complex, City Hall: 8
c. Municipal Complex, Development Center: 4
d. North Base: 6
e. Young Family Athletic Center: 8
f. Reaves Park: 7
g. Senior Center: 5

WORK ANTICIPATED THE UPCOMING MONTH (June 2022)

- Emergency Communications and Operations Center
  - Design development ongoing, value engineering in progress
  - Recurring bi-weekly programming meetings
- Griffin Park
  - Phase 5: Construction underway
  - Phase 6: Start of bidding activities
- Reaves Park
  - Construction in progress
- North Base Complex
  - Final reports for Davis Bacon compliance and deliverables
  - Finalizing amended punch list effort
  - Completion of outstanding work due to delays
- Young Family Athletic Center / Indoor Aquatic and Multi-Sport Facility
  - GMP #4 to be issued
  - Recurring bi-weekly OAC meetings
  - Beginning of vertical construction
- Senior Wellness Center
  - Construction commences
  - Recurring bi-weekly programming meetings transitioning to OAC meetings
  - GMP #5 and #6 to be issued

- Municipal Complex
  - Development Center: Abatement repair work, construction resuming
  - Municipal Courts: CD's underway, beginning to reengage as Development Center remobilizes
  - Building 201: Construction and punch list completion
  - Building C: Design development underway
  - FF&E selection, and layout underway
- Continued Development of Standardized Contracts for Use with Architectural, Design, and Construction Consultants

PROJECT STATUS

- Norman ECOC
  a. Schedule: Design development underway
  b. Budget: Alignment in progress
  c. Issues: No known issues
- Griffin Park
  a. Schedule: Phase V in construction, Phase VI in design
  b. Budget: Alignment still in progress
  a. Issues: No known issues
- Reaves Park
  a. Schedule: Construction ongoing
  b. Budget: In Budget
  c. Issues: No known issues
- Young Family Athletic Center / Indoor Aquatic and Multi-Sport Facility
  a. Schedule: GMP #4
  b. Budget: Alignment in progress
  c. Issues: Finalized public improvement drawings
- Senior Wellness Center
  a. Schedule: GMP #5 and GMP #6 still potentially forthcoming
  b. Budget: In Budget
  c. Issues: Finalize permitting and public improvement drawings
- North Base
  a. Schedule: Punch list completion, TCO in place
  b. Budget: In Budget
  c. Issues: Punch list completion
- Ruby Grant
  a. In operation: Final acceptance by City Council on January 18, 2022
  b. Budget: In budget
- Westwood Indoor Tennis Facility
  a. In operation: Opening Celebration on May 24, 2019
  b. Budget: Within budget
  c. Issues: Court paint warranty extended another 12 months from September 22, 2022
- East Library
  a. In operation: Opening Celebration on July 20, 2018
  b. Budget: Within budget
- Central Library
  a. In operation: Opening Celebration on November 4, 2019
  b. Budget: Within budget
- Westwood Family Aquatic Center
  a. In operation: Opening Celebration on May 26, 2018

b. Budget: Final Pay App approved on July 24, 2018

- Norman Forward Program Management
  a. Schedule: Proceeding per Implementation Plan
  b. Budget: Proceeding per Implementation Plan
  c. Implementation Plan: Revised/Updated March 2022
  d. Issues: None

SUBMITTED BY: ADG – A.J. Kirkpatrick

FINANCE 3

CITY OF NORMAN

Department of Finance
Monthly Report – May 2022

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

Treasury Division:

In the month of May, the Treasury Division processed 39,091 payments in person and over the phone, an increase of0 2% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 10,472 payments in May, an increase of 2.7% from last month.

Utility Services Division:

The Meter Reading Division read 42,079 meters. Out of 77 meter reading routes, 33 (43%) were read within the targeted 30-day reading cycle. 64 routes (84%) were read by the 32nd day, and all routes were read by the 35th day. Thirty routes were estimated in May.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are above target for the month of May by 6.8%. Revenues from the City's largest single source of revenue, sales tax, are above target by 18.4% for the year to date and 20.9% above last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 22 Budget To Date	FYE 22 Actual To Date	FYE 21 Actual To Date	FYE 20 Actual To Date
Sales Tax Revenue	$42,311,232	$50,065,161	$41,422,757	$37,250,169
General Fund Revenue	$81,435,984	$86,973,423	$85,487,580	$70,311,239
General Fund Expenses	$90,454,105	$81,996,107	$82,511,394	$76,561,162

Administration Division

	FYE 22		FYE 21	
	May	YTD	May	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	3,840.00	320.00	4,000.00
Total Comp Time Available	6.50	99.50	0.25	33.25
Total Overtime Hours	0.00	0.50	5.75	7.75
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	326.50	3,940.00	326.00	4,041.00
Benefit Hours Taken	33.75	600.75	18.25	730.00
TOTAL ACCOUNTABLE STAFF HOURS	292.75	3,339.25	307.75	3,311.00
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 22		FYE 21	
	May	YTD	May	YTD
Total Regular Hours Available	1,120.00	12,632.00	960.00	12,000.00
Total Comp Time Available	0.50	33.50	2.50	48.75
Total Overtime Hours	2.50	152.50	34.50	281.50
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	1,123.00	12,818.00	997.00	12,330.25
Benefit Hours Taken	107.75	2,013.75	75.25	1,829.00
TOTAL ACCOUNTABLE STAFF HOURS	1,015.25	10,804.25	921.75	10,501.25
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

CITY REVENUE REPORTS 3B

City Revenue Report

	FYE 22 May	FYE 22 April	
Total Revenue Received ($)	$4,317,464	$4,365,736	($48,272)
Utility Payments - Office (#)	39,091	38,348	743
Utility Payments - Office ($)	$3,784,597	$3,773,964	$10,633
Lockbox (#)	13,560	12,123	1,437
Lockbox ($)	$1,183,160	$1,109,247	$73,913
IVR Credit Card (#)	0	0	0
IVR Credit Card ($)	$0	$0	$0
Click to Gov (#)	0	0	0
Click to Gov ($)	$0	$0	$0
Paymentus (#)	$10,472	$10,198	$274
Paymentus ($)	$2,246,220	$1,175,128	$1,071,092
UT Credit Card Payments (#)	0	0	0
UT Credit Card Payments ($)	$0	$0	$0
Art Donations (#)	0	0	0
Art Donations ($)	$0	$0	$0
Bank Draft Payments (#)	13,661	14,199	(538)
Bank Draft Payments ($)	$1,205,683	$1,178,877	26,806
Utility Deposits (#)	0	0	0
Utility Deposits ($)	$0	$0	$0
Fix Payments (#)	0	0	0
Fix Payments ($)	$0	$0	$0
Processed Return Checks (#)	79	63	16
Processed Return Checks ($)	($6,258)	($8,557)	$2,299
Other Revenue Transactions (#)	0	0	0
Other Revenue Received ($)	$0	$0	$0
Accounts Receivable Payments ($)	$227,314	$260,131	($32,817)
Accounts Receivable - Credit Card #	0	0	0
Accounts Receivable - Credit Card $	$0	$0	$0
Municipal Court - Fines/Bonds ($)	$116,513	$145,040	($28,527)
Municipal Court - Credit Card (#)	336	375	(39)
Municipal Court - Credit Card ($)	$59,318	$78,519	($19,201)
Municipal Court - C2G (#)	0	0	0
Municipal Court - C2G ($)	$0	$0	$0
Building Permits Cash Report ($)	$302,019	$233,854	$68,165
Building Permits Credit Card (#)	317	377	(60)
Building Permits Credit Card ($)	$135,934	$197,526	($61,592)
Building Permits C2G (#)	0	0	0
Building Permits C2G ($)	$0	$0	$0
Occupational License - Bldg Insp. ($)	$8,125	$18,210	($10,085)
Occupational License - Bldg Insp. CC (#)	37	77	(40)
Occupational License - Bldg Insp. CC ($)	$6,125	$12,527	($6,402)
Business License - City Clerk ($)	$23,391	$96,082	($72,691)
Business License - City Clerk CR CD (#)	0	0	0
Business License - City Clerk CR CD ($)	$0	$0	$0
Convenience Fees - All Payments (#)	0	0	0
Convenience Fees - All Payments ($)	$0	$0	$0
Bank Drafts Billed (#)	0	0	0
Bank Drafts Billed ($)	$0	$0	$0
Interdepartmental Billing (#)	0	0	0
Interdepartmental Billing ($)	$0	$0	$0
Accounts Receivable Billed ($)	$467,435	$840,153	($372,718)

Budget Services Division

	FYE 22		FYE 21	
	May	YTD	May	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	3,839.50	320.00	4,000.00
Total Comp Time Available	5.25	16.25	10.25	22.00
Total Overtime Hours	0.00	1.00	0.00	1.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	325.25	3,856.75	330.25	4,023.00
Benefit Hours Taken	14.75	550.25	55.75	541.00
TOTAL ACCOUNTABLE STAFF HOURS	310.50	3,306.50	274.50	3,482.00
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Treasury Division

	FYE 22		FYE 21	
	May	YTD	May	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	800.00	9,168.25	800.00	10,000.00
Total Comp Time Available	3.50	97.00	6.75	189.75
Total Overtime Hours	40.75	466.75	51.75	366.75
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	844.25	9,732.00	858.50	10,556.50
Benefit Hours Taken	104.00	1,430.25	134.50	1,946.00
TOTAL ACCOUNTABLE STAFF HOURS	740.25	8,301.75	724.00	8,610.50
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

UTILITY 3C

Utility Division

	FYE 22		FYE 21	
	May	YTD	May	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	3,514.65	29,854.90	2,800.00	33,111.00
Total Comp Time Available	13.50	266.25	28.75	333.75
Total Overtime Hours	136.50	1,354.75	70.75	2,472.50
Total Bonus Hours	1,106.65	1,106.65	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	4,771.30	32,582.55	2,899.50	35,917.25
Benefit Hours Taken	65.50	4,307.00	456.25	5,729.25
TOTAL ACCOUNTABLE STAFF HOURS	4,705.80	28,275.55	2,443.25	30,188.00
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Office Services

	FYE 22		FYE 21	
	May	YTD	May	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	3,837.75	320.00	3,584.00
Total Comp Time Available	0.00	0.00	0.00	3.25
Total Overtime Hours	30.75	362.50	37.50	407.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	350.75	4,200.25	357.50	3,994.25
Benefit Hours Taken	65.50	573.00	18.00	494.50
TOTAL ACCOUNTABLE STAFF HOURS	285.25	3,627.25	339.50	3,499.75
PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Drive-up Window and Mail Payments

	FYE 22 April	FYE 22 May
Mail Payments - Lockbox	13,762	14,014
Mail Payments - Office	76	42
Mail Payments - Subtotal	**13,838**	**14,056**
Night Deposit	145	118
Click-to-Gov Payments	0	0
Paymentus Payments	12,123	13,560
IVR Payments	0	0
Without assistance payments - Subtotal	**12,268**	**13,678**
Drive-up window & inside counter	2,153	2,105
Credit Card machine payments (swipe)	0	0
Credit Card machine payments (phone)	0	0
With assistance payments - Subtotal	**2,153**	**2,105**
Total Payments Processed - Subtotal	**28,259**	**29,839**
Bank Draft (ACH) Payments	10,635	10,119
Total Payments (Utility)	**38,894**	**39,958**
Total Convenience Fees - all Payments	0	0
Grand Total Payments	**38,894**	**39,958**

Traffic Counter at Drive-up Facility

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

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

Meter Reading Division

	FYE 22		FYE 21	
	May	YTD	May	YTD
Number of Meters Read	38,436	425,216	38,866	378,884
New Service	734	7,779	715	7,486
Request for Termination	871	7,879	740	7,483
Delinquent On(s)	171	2,310	237	2,585
Delinquent Offs	205	2,442	229	2,957
Collect Deposit Tags Hung	0	0	0	60
Collect Deposit Cut Offs	0	0	0	12
Blue Tags	0	0	0	126
Number of Meters Re-read	1,601	14,323	666	7,243
Meters Cleaned	2	138	4	317
Customer Assists	0	0	0	277
Meters Pulled	2	12	0	2
Meters Re-set	0	0	0	0
Meter Exchanges	57	444	40	657
TOTAL	42,079	460,543	41,497	408,089

Utility Division Activity Report

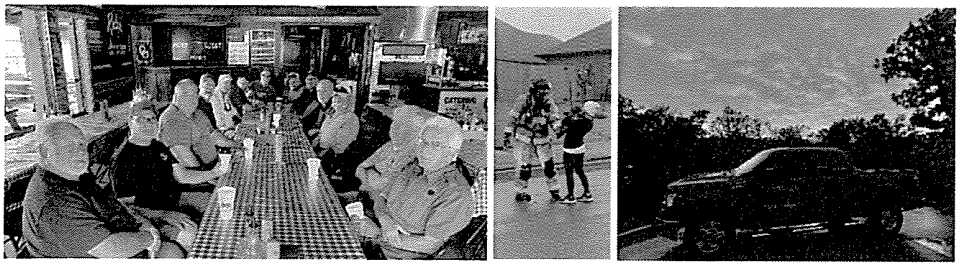
	FYE 22		FYE 21	
	May	YTD	May	YTD
STATUS REPORT				
Regular Utility Accounts Billed	44,191	485,163	43,898	481,790
New Ons	772	8,004	809	8,928
Final Accounts Billed	728	6,935	619	7,112
TOTAL ACCOUNTS BILLED	45,691	500,102	45,326	497,830

FIRE DEPARTMENT 4

May 2022 Fire Prevention Activity Summary

The Fire Prevention Bureau has recently had a 100% personnel turnover with a New Fire Marshal beginning his assignment on March 1st, three Fire Inspectors starting April 22nd and a fourth on June 3rd. The position of Planning Officer is still vacant. A Fire Driver/Engineer is has tested for and been offered the position. He is performing those duties on a temporary basis while contractual issues are being worked out.

In the month of May, Fire Prevention personnel spent much of their time in training (577 total combined credit hours), while also conducting fire investigations, inspections, addressing code enforcement issues and addressing citizen complaints & requests. All Fire Prevention personnel have begun tracking their inspections, investigations, training and daily activities in the New World system. We are fine tuning how we will gather that data and plan to have a new report format for the June monthly report.



NFD Monthly Progress Report

May 2022

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	23	1.59%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	835	57.59%
4 - Hazardous Conditions (No Fire)	40	2.76%
5 - Service Call	123	8.48%
6 - Good Intent Call	314	21.66%
7 - False Alarm & False Call	95	6.55%
8 - Severe Weather & Natural Disaster	3	0.21%
9 - Special Incident Type	0	0.00%
Incomplete Reports	17	1.17%
Total Incident Count (Unique Calls)	1450	100.00%
Number of Total Unit Responses	1783	

Total Fire Loss $201,117.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	313	284	0:04:44
Station #2	175	325	0:05:25
Station #3	252	373	0:06:13
Station #4	162	332	0:05:32
Station #5	68	617	0:10:17
Station #6	56	451	0:07:31
Station #7	167	375	0:06:15
Station #8	89	360	0:06:00
Station #9	166	398	0:06:38

Community Outreach

Tours and Special Events	7	End of School Events, Carry the Load Memorial Day, Tours

Burn Permits

Burn Permits Issued	245	Conditions were favorable for burning 7 days in May

Training

Total Personnel Training Hours	3050	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, etc.

NFD Monthly Progress Report
May 2022

Total Calls By Unit

	Total Number of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Chief 301	14	3	2	1	2			5	1	
Chief 302	12	1		1	1			4	4	1
Chief 303	17	5		3	1		2	6		
Chief 304	8	3		1				1	3	
Chief 401	1				1					
Chief 402	8			1		1	1	3		2
Chief 403	12	5		2		1	2	1	1	
Chief 404	6	1		2		1		1		1
Engine 1	339	312	1	6	1		2	9	1	7
Brush 1	6	4					1			1
Ladder 1	18	8		3	1			4	1	1
Engine 2	193	5	174	3	2			7	2	
Brush 2	4	1	2		1					
Ladder 2	15	6		3	1			4	1	
Engine 3	260	2	1	249				2	1	5
Brush 3	1			1						
Engine 4	168	2	1		160			4	1	
Engine 5	28					26	2			
Brush 5	69					66	2			1
Engine 6	25					2	21			2
Brush 6	64	1				4	55		1	3
Rescue 7	1							1		
Squad 7	201	14	1	7	3			166	8	2
Engine 8	105	1			4			10	90	
Brush 8	1									1
Tanker 8	1					1				
Engine 9	185	9		4		1	3	2	2	164
Brush 9	4	1					1			2
Tanker 9	4					1	2			1
EMS1	4	1		1					1	1
Fire Marshal 1	4	3						1		
Fire Marshal 2	5	2		1		1		1		
	1783	**390**	**182**	**289**	**178**	**105**	**94**	**232**	**118**	**195**

EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division	Comments: May 2022
Regular Monthly Scheduled Activities	Unless otherwise noted all meetings are held at the Norman Fire Training Center 2207 Goddard Ave, Norman, OK
Each morning at 7:00 am, a silent test of the outdoor warning system is conducted	The test provides an operational snapshot of the status of the system. This information provides information if a unit needs maintenance and if it is operating properly
Each Monday morning at 10:00 am, the National Weather Service conducts a video call regarding the upcoming weekly weather.	This call has the option for video participation and telephone call in. It is primarily for the Emergency Management of jurisdictions, school, State offices involved in EM, Tribes and other entities tasked with severe weather operations. It is not intended for the general public nor is this just a weather forecast. This time allows for interaction with the NWS about concerns that directly affect the local jurisdiction so they may better prepare for incoming weather.
Each Tuesday evening at 6:30 pm, ELMER night with the Amateur radio club (SCARS, www.w5nor.org) at the Fire Training Center (South Canadian Amateur Radio Society)	The club mentors other HAMS, works on projects and equipment, provides general support to the City and Public on Amateur operations
Each Wednesday Morning 9:15 am	Radio test with State Emergency Management. This tests the local and statewide capability for voice communication to the State office and to other jurisdictions.
Each first Thursday evening of the month is amateur radio testing night at 6:00 pm	Open to the public, the club provides the opportunity for the community to test for their Amateur license or upgrade a license. Note: the FCC has been directed to start charging for testing. Effective date is TBD

Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance. Residents can assist by "Adopting a Pole" and reporting the siren status they adopt at the website www.w5nor.org	Audible test of the outdoor warning system is conducted for 60 seconds. Three units are sounded for 20 seconds due to being a public park venue.
Second Thursday of each month is the Norman Emergency Response Team Volunteers and the Medical Reserve CORPS members to meet, network and discuss preparedness support and collaboration with the Cleveland County Health Department on use of the Medical Reserve Corps	The Volunteer meeting at 6:30 pm. At 6 pm we meet for social time before the meeting. Usually we have snacks and drinks. This networking allows for camaraderie and building relationships during different organizations. City staff is always welcome.
Each Third Thursday of the month is reserved for Division Staff duties and collaboration with the Disaster Assistance Teams (DAT) of the American Red Cross	Meetings are conducted at the Fire Training Center and usually held on an as needed basis.
Local Emergency Preparedness Committee	Meets quarterly (normally at the Norman Regional hospital on Porter) under the management of the Cleveland County Emergency Management office. The public is welcome to address any concerns regarding emergency planning or SARA Title III information
Other Emergency Management Activities	
Local Response	
Red Cross Coordination for burn outs.	With the robust reorganization in the Red Cross and the turmoil of having an in home fire, the volunteers or I, when called, will respond to the scene, (physically or by phone and assist the family in coordination with the Red Cross to provide immediate assistance.
Youth Camp	
Planning of the 2022 Youth Preparedness Camp to be held at Northeastern University in Tahlequah, OK is underway. Dates are July 16-22, 2022. In January 2022, active recruitment has resulted in having a full class of 40 students.	In 2022, the second youth preparedness camp will be held in July 2022. It is an exciting time and very happy to get back to the business of training and preparedness. This program will train students in two primary areas. 1: The

	Citizens Emergency Response Training program and 2: A course of Community Preparedness Training. Students and staff were housed in the dorms and logistic support was provided by NSU emergency Management. The course is very robust and kept the students and staff highly engaged in training and learning hands on skills critical in disaster operations. The 2019 camp was nationally recognized by Bill Bischof, FEMA Region 6, National Preparedness Division
	https://community.fema.gov/story/Summer-Camps-Turn-Teens-into-Preparedness-Leaders?lang=es%2F Camp Poster Rough Draft Edit (DW).doc
The Norman Art Walk conducted each second Friday has volunteer representatives to support any request for cooling or outreach.	
Norman EM coordinates the activities of the Cleveland County Medical Reserve CORPS Unit 0333 in collaboration with the Cleveland County Health Department.	Operational Readiness Grants were made available by the Asst. Secretary of Preparedness and Readiness through the National Associates of City and County Health Officials to enhance the capability of the MRC Units. In 2022 the "RISE" grant (Respond, Innovate, Sustain and Equip) was awarded to the unit to address

	systemic issues from the 2019 COVID Response. Some of these items were the purchase of equipment needed, to sustain the innovative project of combining social work with mental health through Envision Success for Veterans, purchase updated medical training devices and send leaders to continuing education conferences.
GRANTS STATUS	
National Association of City/County Health Officials	
2020 Operational Readiness Award	GF0024 completed with less than $50
2021 Operational Readiness Award	GF 0025 $10,000 roughly 55% completed
2022 Operational Readiness Award	GF0026 $1686 remaining
RESPOND, INNOVATE, SUSTAIN, EQUIP Award	GF0027, Council Approved, $75,000, grant to be implemented June 1, 2022.
Disaster Reimbursement Status	
FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through	It is vital for Volunteers to ensure their time has been recorded. Volunteer hours are dollars for a jurisdiction. The hours go to meeting cost share and having a value added impact for the local jurisdictions.
Disaster DR-4222 2015	Federal portion paid, State portion of $91,808.32 is pending
Disaster Dr-4575 October 2021	The federal government has changed the reimbursement reported in the April report from 90% to 100%. This supplement will be processed automatically and provided to the City at a future date.
Mitigation Grant Status	
Norman Safe Room grant program	All supplemental checks mailed with one exception. Efforts to locate the party has not been successful at this time.
Severe Weather Issues	
National Weather Service Storm Spotter Training	NWS Norman Spotter Schedule (weather.gov)

HUMAN RESOURCES 5

HUMAN RESOURCES
Monthly Report
May 2022

ADMINISTRATION

A. Administrative Support

- Processed Monthly Department Report
- Processed invoices and reconciled expense accounts
- Tracked Employee Recognition gifts & delivered accordingly
- Finalized the IAFF FYE 22 Collective Bargaining Agreement and presented it to the IAFF President and City Manager for signature.
- Coordinated and attended one (1) FOP negotiation session.
- Coordinated and attended two (2) AFSCME negotiation sessions.

BENEFITS

- Processed enrollment forms, terminations, and changes to health, life, and supplemental products for general health/dental changes
- Reconciled health, dental, and supplemental products
- Continued education of plan documents
- Worked with Healthy Merits and EHealth Biometrics to maintain success in scheduling wellness screenings on site. This year's onsite clinics were successfully concluded having seen between 80 and 100 employees per day. The wellness participation portal enrollment has been extended through May 30, 2022.

PERSONNEL ACTIONS

New Hires – 61

Dept./Div.	Position	Number of Employees
Finance/Utilities	Utility Billing Service Rep	1
Public Works/Engineering	Engineering Assistant	1
Public Works/Streets	Maintenance Worker I	1
Parks/Park Maint.	Maintenance Worker I	1
Parks/Admin	Park Planner	1
Parks/Westwood Pool	PT Pool Personnel (PT)	56

Separations – 10

Dept./Div.	Position	Number of Employees
Public Works/Stormwater	Maintenance Worker II	1
Police/Staff Svs.	Police Records Clerk	1
Parks/Par Maint	Maintenance Worker I	1
Planning/Admin	Administrative Technician III	1
Public Works/Traffic	Capital Projects Engineer	1
Utilities/Water Reclamation	Plant Operator	1
Police/Admin	Police Public Information Officer	1
Police/Patrol	Police Sergeant	1
Police/Emergency Comm.	Communications Officer II	1
Fire/Prevention	Fire Inspector	1

Promotions – 6

Dept./Div.	Position	Number of Employees
Public Works/Fleet	Fleet Service Technician	2

SURVEYS

- No surveys conducted this month.

RECRUITMENT

Accepted applications for the following positions:

Department/Division	Position
Finance/Revenue/Meter Services	Meter Reader
Human Resources	Benefits Specialist
Municipal Court	Municipal Court Officer
Parks & Recreation/Admin	Park Planner
Parks & Recreation/Park Maintenance	Maintenance Worker I
Parks & Recreation/Park Maintenance	Maintenance Worker II
Parks & Recreation/Park Maintenance	Temporary Laborer (PT)
Parks & Recreation/Recreation	Food & Beverage Tech I (PT)
Parks & Recreation/Recreation	Recreation Center Supervisor - Whittier
Parks & Recreation/Recreation-12th Ave	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-12th Ave	Recreation Technician (PPT)
Parks & Recreation/Recreation-Irving	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Irving	Recreation Leader I (PPT)
Parks & Recreation/Recreation-Little Axe	Recreation Center Specialist (PT)
Parks & Recreation/Recreation-Whittier	Recreation Center Specialist (PT)
Parks & Recreation/Westwood Family Aquatic Center	Admissions Clerk I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Admissions Clerk II (PT)
Parks & Recreation/Westwood Family Aquatic Center	Assistant Aquatic Manager (PT)
Parks & Recreation/Westwood Family Aquatic Center	Aquatic Facility Maintenance I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Aquatic Facility Maintenance II (PT)
Parks & Recreation/Westwood Family Aquatic Center	Aquatic Manager (PT)
Parks & Recreation/Westwood Family Aquatic Center	Concession Cashier I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Concession Cashier II (PT)
Parks & Recreation/Westwood Family Aquatic Center	Concession Manager (PT)
Parks & Recreation/Westwood Family Aquatic Center	Head Lifeguard (PT)
Parks & Recreation/Westwood Family Aquatic Center	Lifeguard (PT)
Parks & Recreation/Westwood Family Aquatic Center	Office Manager (PT)
Parks & Recreation/Westwood Family Aquatic Center	Slide And Gate Attendant (PT)
Parks & Recreation/Westwood Family Aquatic Center	Swim Instructor (PT)
Parks & Recreation/Westwood Golf Center	Golf Course Attendant (PT)
Police/Animal Welfare	Animal Welfare Technician
Police/Animal Welfare	Shelter Veterinarian
Police Department	Police Officer
Police/Emergency Communications Bureau	Communications Officer I
Police/Emergency Communications Bureau	Communications Officer II
Police/Staff Services	Parking Service Officer
Police/Staff Services	Police Records Clerk
Public Works/Engineering	Engineering Assistant

Public Works/Engineering	Utility Coordinator
Public Works/Fleet	EVT Mechanic II
Public Works/Fleet	Mechanic II – Light Duty
Public Works/Fleet	Mechanic Apprentice
Public Works/Stormwater	Maintenance Worker II
Public Works/Streets	Maintenance Worker I
Utilities/Sanitation	Sanitation Worker I
Utilities/Water Line Maintenance	Utility Distribution Worker I
Utilities/Water Line Maintenance	Utility Distribution Worker II
Utilities/Water Reclamation Facility	Temporary Laborer (PT)
Utilities/Water Treatment Plant	Laboratory Technician
Utilities/Water Treatment Plant	Maintenance Worker I
Utilities/Water Treatment Plant	Plant O & M Technician
Utilities/Water Treatment Plant	Temporary Laborer (PT)

Recruitment & Hiring Statistics:

Contacts/Inquiries		**Selection Process Elements**	
In Person	415	Written Exams	4
Phone	500	Practical Testing/Assessment Ctr	2
Mail	310	Panel Board Interviews	7
Email	305	Promotions	3
Total Subscribers on E-mail Vacancy List	1473	Oral Interviews	30
Total Page Views for HR Website	5,640	Hiring/Promotion Board	1

Hiring Statistics		**Recruitment Statistics**	
Pre-Employment Background Investigations	82	Advertisements Placed	17
Pre-Employment Drug Screens	68	Applications Received	434
Pre-Employment Physicals	61	Job Announcements Emailed	32
Pre-Employment OSBI	41	Job Announcements to CON Depts.	360

TRAINING AND DEVELOPMENT

Provided Advanced Supervisory Academy makeup sessions on the topics of Customer Service Recovery and Supervisory Management for eighteen employees in management, supervisory, lead and crew chief roles from various departments.

Conducted training for ten new (10) employees on the topics of Understanding, Responding to and Preventing Workplace Harassment, ADA, Workplace Violence, City of Norman Code of Ethics and Code of Conduct, Customer Service Give em the Pickle, Computer Networks and Communications Policy, and Social Media Policy.

The Computer Training Lab was the site for Commercial Driver's License (CDL) program training conducted by Moore Norman Technology Center facilitators; CDL online theory training classes and testing for three Public Works employees; Meter Beacon Go Live training on reading and using handhelds for Finance, Meter Services Division employees; City View software document scoping project review with the vendor for Public Works, Planning and Community Development, City Clerk, and City Manager staff; and IT ERP weekly meetings.

SAFETY

- Safety material documents were sent to divisions each week
- Conducted Fall Awareness Safety Training for Fleet
- Conducted two (2) Return to Work Meetings (NWRF & Line Maintenance)
- Conducted two (2) Fitness for Duty Meetings (Police & Fire)
- Conducted eight (8) new employee orientations
- Certified thirty-seven (37) employees in Adult First Aid/CPR/AED

Recordable Injuries – 4

Dept./Division	Nature of the Injury	Activity	Prognosis
Fire/ Suppression	Right knee strain	Landed on knee after navigating over equipment on truck & felt a pop	tbd
Parks & Rec./ Park Maint.	Exposure to poison ivy	Developed rash after mowing duties	Returned to work
Police/ Patrol	Sprained left wrist & knee	Injured wrist & knee during police motorcycle training	Returned to work
Utilities/ Sanitation	Stepped on nail, puncturing right foot	Stepped on nail while picking up bulk trash	Returned to work

Recordable Injuries per calendar year. CY 2021 is current year to date:

2022	2021	2020	2019	2018	2017
18	64	57	65	71	59

Vehicle Collisions: 1

Division	Description of Collision	Status
Fire	While attempting a 3-point turn, Unit #18 struck another vehicle causing damage to the rear door panel of the driver's side	**"At Fault"**

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

2022	2021	2020	2019	2018	2017
2	10	3	8	5	17

INFORMATION TECHNOLOGY 6

CITY OF NORMAN

Information Technology Department
Monthly Report – May 2022.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for finance, purchasing, AR/AP, Courts, HR, Payroll, Personnel, and Permits Management through newer technology, software, and business review processes.	In Progress –Project team has completed implementation work on Incode for Municipal Court, Munis for Financials, Advanced Utilities for utility billing, Tyler EAM for Work Orders, as well as Intellitime for Time and Attendance. Munis for HR Module has completed. **CityView for Planning and Permits** began May 2021 and will continue into first quarter 2023.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization.	Ongoing: New core switching has been implemented and speed enhanced at main 201 W Gray campus. IT Network staff are in implementation and testing of networking and security appliances.
Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing

Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection.	Awaiting Approval, land acquisition complete, possible launch in FYE23
New Building construction support.	The IT Department is involved in all new building construction planning and will be responsible to map our networking infrastructure, building air for network closets, power for equipment and battery backups, network drops, wireless network coverage, hardware installation, and physical moves of staffs computer systems in all building projects (Norman Forward Driven)	In Progress –
Main Street Roadway Lighting and Signal Interconnect (Main at Santa Fe, Peters, Crawford, and Porter)	Increase the coverage of traffic signals and the IT Fiber infrastructure which will require IP addresses for viewing in Centracs	In Progress
IT Security training efforts for all network and email users at the City of Norman.	Increase the knowledge and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who uses the network and email.	Ongoing
Installation of fiber optic cable along 36th Avenue NW from Robinson Street to Main Street with switches at Brookhollow Road, Quail Drive, River Oaks Drive, and a new signal at Havenbrook Street.	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	In Progress

Installation of fiber optic cable along 12th Avenue SE from Highway 9 to Cedar Lane Road with a switch at a new signal at Campus Crest Drive.	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	Expected completion in Q1 or Q2 2019
Installation of fiber optic cable along 12th Avenue NE from Robinson Street to Alameda Street with switches at Main Street, Norman Public Schools Bus Barn, and Morren Drive.	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	In Progress
Installation of fiber optic cable along 12th Avenue NE from Rock Creek Road to Robinson Street with switches at Rock Creek Road and a modified traffic signal at High Meadows Drive	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	
Installation of fiber optic cable along Classen Boulevard from Highway 9 to Cedar Lane Road with switches at new signals at Ann Branden Boulevard, Renaissance Drive, and Southlake Boulevard.	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	

Support Tickets:

The IT department tracks work requests with a software package called Spiceworks. **IT Table 1** below represents the number of support tickets closed by the IT Support Staff and those remaining open at the end of May 2022.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 22 emails from the groups shown were sent from city servers using city resources – of those 39,012 were delivered to outside mailboxes for the month of May 2022. The city servers generated mass communications to Norman citizens of 39,012 messages from only 22 sent (see **IT Table 2**).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 288,000 attempted incoming and 102,168 outgoing messages for the month of May 2022. Incoming messages totaling 111,766 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents nearly 42% of our inbound mail. This percentage continues to be the norm for malicious email/spam. The IT Department has made the decision to block inbound traffic from countries with known malicious attackers that constantly try to affect our network. We continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste, reduces productivity, and decreases valuable storage space.

Web Site:

The City of Norman's web site is hosted, updated, and maintained by the IT Department. In the month of May 2022, the City of Norman's web site had 110,965 individual web sessions access the web site for 234,862 total page views. Of those sessions, 62,217 were identified as New Users to view content on the City web site (see **IT Table 4**). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has reduced and more relevant information as well as the ability to function seamlessly from mobile devices and tablets.

ERP Project Implementation Progress:

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

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

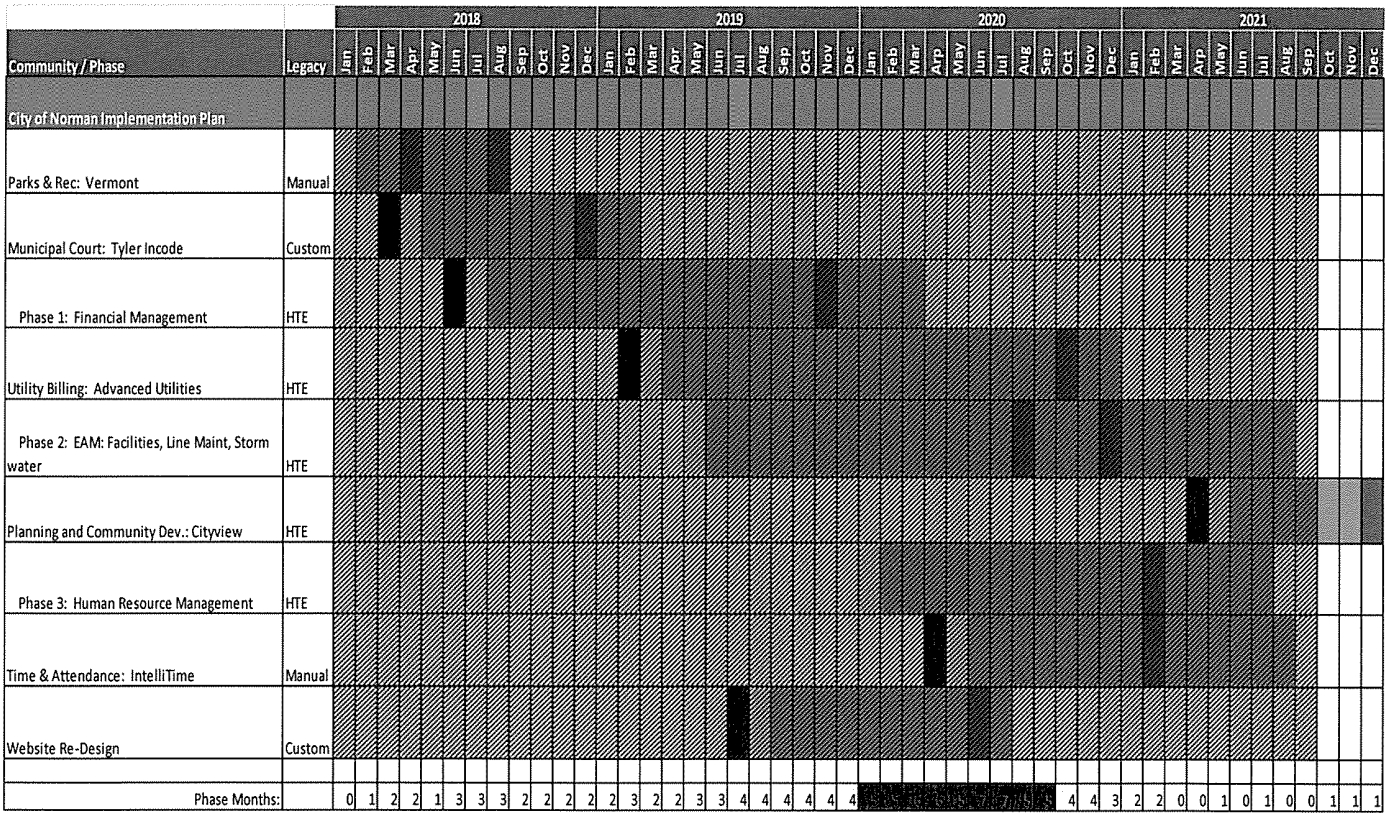


Table 1

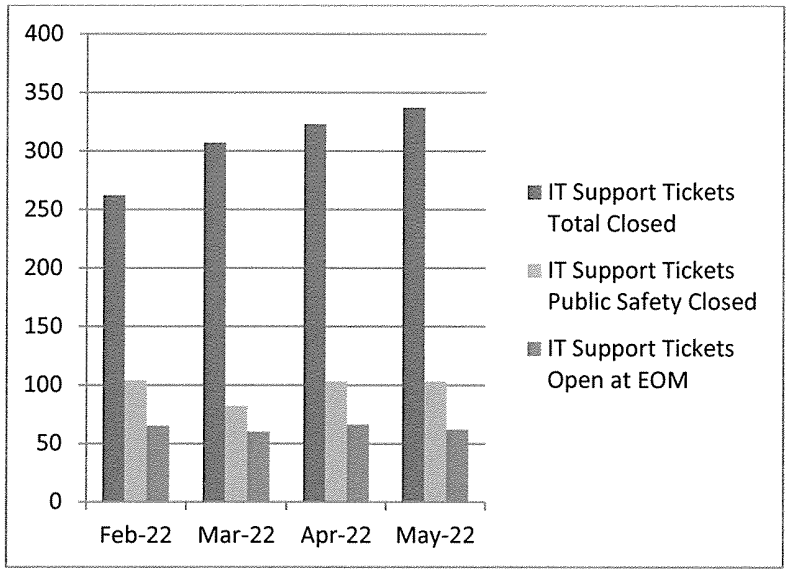


Table 2

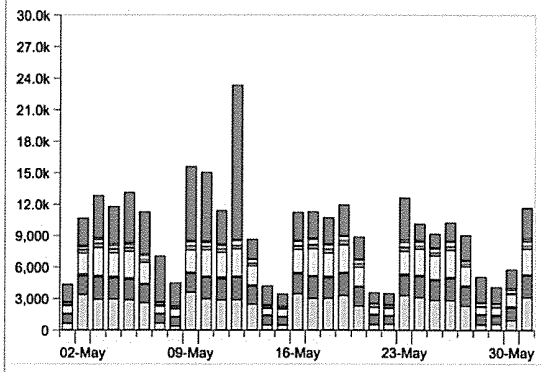
Group	*Active Members*	*Mailings*	*Total Delivered*
Affirmative Action Group	16	2	32
Job Posting	1490	2	2980
Norman News	2000	18	36000
Totals	3596	22	39012

Executive Summary

ironport.example.com

01 May 2022 00:00 to 31 May 2022 23:59 (GMT -05:00) — **Data in time range: 100.0 % complete**

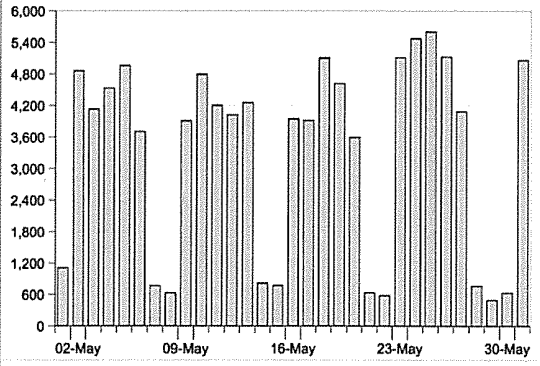
Incoming Mail Graph



Incoming Mail Summary

Message Category	%	Messages
Stopped by IP Reputation Filtering	33.9%	97,522
Stopped by Domain Reputation Filtering	1.3%	3,852
Stopped as Invalid Recipients	0.0%	6
Spam Detected	3.5%	9,953
Virus Detected	0.0%	93
Detected by Advanced Malware Protection	0.0%	34
Messages with Malicious URLs	0.1%	213
Stopped by Content Filter	0.0%	93
Stopped by DMARC	2.7%	7,817
S/MIME Verification/Decryption Failed	0.0%	0
Total Threat Messages:	**38.8%**	**111,766**
Marketing Messages	19.0%	54,812
Social Networking Messages	1.5%	4,311
Bulk Messages	16.9%	48,725
Total Graymails:	**37.4%**	**107,848**
S/MIME Verification/Decryption Successful	0.0%	0
Clean Messages	23.7%	68,386
Total Attempted Messages:		**288,000**

Outgoing Mail Graph



Outgoing Mail Summary

Message Processing	%	Messages
Spam Detected	0.0%	0
Virus Detected	0.0%	0
Detected by Advanced Malware Protection	0.0%	0
Messages with Malicious URLs	0.0%	0
Stopped by Content Filter	0.1%	68
Stopped by DLP	0.0%	0
Clean Messages	99.9%	102,092
Total Messages Processed:		**102,160**

Message Delivery	%	Messages
Hard Bounces	2.1%	2,096
Delivered	97.9%	100,072
Total Messages Delivered:		**102,168**

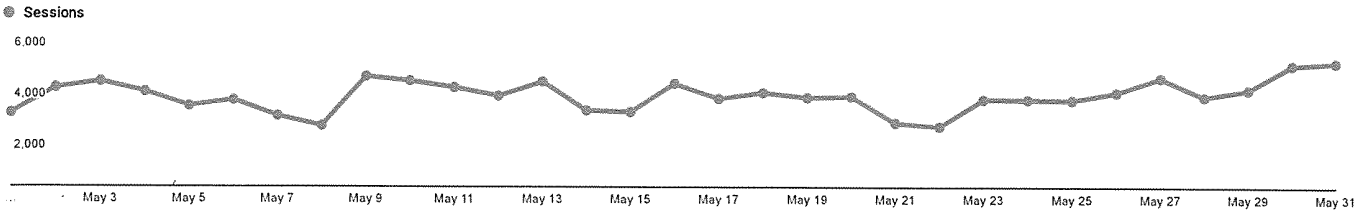
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Site Traffic

All Users
100.00% Sessions

May 1, 2022 - May 31, 2022

Report Tab



Day of the month	Sessions ↓	Pages / Session	Pageviews	Users	New Users	Bounce Rate	Avg. Time on Page
	110,965 % of Total: 100.00% (110,965)	2.12 Avg for View: 2.12 (0.00%)	234,862 % of Total: 100.00% (234,862)	72,349 % of Total: 100.00% (72,349)	62,217 % of Total: 100.06% (62,182)	42.77% Avg for View: 42.77% (0.00%)	00:01:38 Avg for View: 00:01:38 (0.00%)
1. 31	4,892 (4.41%)	2.20	10,762 (4.58%)	4,187 (4.36%)	2,680 (4.31%)	40.13%	00:01:37
2. 30	4,789 (4.32%)	2.04	9,776 (4.16%)	4,084 (4.26%)	2,976 (4.78%)	40.61%	00:01:32
3. 09	4,325 (3.90%)	2.16	9,356 (3.98%)	3,763 (3.92%)	2,475 (3.98%)	45.78%	00:01:31
4. 27	4,286 (3.86%)	2.15	9,213 (3.92%)	3,607 (3.76%)	2,343 (3.77%)	40.20%	00:01:45
5. 10	4,158 (3.75%)	2.04	8,481 (3.61%)	3,670 (3.82%)	2,471 (3.97%)	48.00%	00:01:42
6. 03	4,132 (3.72%)	2.14	8,837 (3.76%)	3,642 (3.80%)	2,411 (3.88%)	37.27%	00:01:32
7. 13	4,126 (3.72%)	1.95	8,059 (3.43%)	3,600 (3.75%)	2,510 (4.03%)	49.54%	00:01:42
8. 16	4,052 (3.65%)	2.22	9,012 (3.84%)	3,471 (3.62%)	2,222 (3.57%)	41.04%	00:01:34
9. 11	3,901 (3.52%)	2.08	8,112 (3.45%)	3,379 (3.52%)	2,145 (3.45%)	45.53%	00:01:40
10. 02	3,886 (3.50%)	2.05	7,965 (3.39%)	3,321 (3.46%)	1,993 (3.20%)	44.00%	00:01:40

Rows 1 - 10 of 31

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LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
May 2022 Report
(Submitted June 10, 2022)

MONTHLY HIGHLIGHTS:

Arce, Geoffrey v. Board of County Commissioners for Cleveland County, and District #2 Commissioner, Darry Stacy in his capacity as County Commissioner and a master of its employee and agent Zachary Paulk in the course of employment, and Norman Fire Department, CJ-2022-204 (K)
The district court entered an order on May 9, 2022, dismissing the Plaintiff's claim against the Norman Fire Department. Because the Plaintiff did not appeal the district court order before June 8, 2022, the order is final.

Shaw, Austin, et al. v. City of Norman, et al., CIV-21-1124-J (K)
The district court entered an order on May 23, 2022 dismissing the Plaintiffs' federal claims with prejudice and dismissing the Plaintiffs' state claims without prejudice. The Plaintiffs have until June 22, 2022, to appeal the district court's order.

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT
Harmon et al. v. City of Norman et al., CIV-18-0688; 18-6187; 22-6019 (K)

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK
In re Payment Card Interchange Fee and Merchant Discount Antitrust Litigation, Case No. 05-MD-01720 (JG)(JO) (K)

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA
Doughty v. CentralSquare Technologies LLC, et al., CJ-2020-451; CIV-2020-500 (K)
Thompson v. City of Norman, et al., CJ-2019-71; CIV-19-13 (K)

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS
AMF Development v. City of Norman, et al, CJ-2018-1134; SD 119,677 (K)
Fleske Holding Company LLC v. City of Norman, CV-2018-956; SD 119,649
Kevin Easley v. City of Norman, CV-2012-346; DF-115811 & SD-119536
Golden Tribe LLC v. City of Norman, CV-2018-1142, DF-119107
Henderson, et al. v. City of Norman, et al., Case No. CJ-2016-610 (K); DF-120316

COURT OF CRIMINAL APPEALS
None

CLEVELAND COUNTY DISTRICT COURT

A. General Lawsuits

Arce, Geoffrey v. Board of County Commissioners for Cleveland County, and District #2 Commissioner, Darry Stacy in his capacity as County Commissioner and a master of its employee and agent Zachary Paulk in the course of employment, and Norman Fire Department, CJ-2022-204 (K)
Armstrong v. City of Norman, CJ-2012-1638 (K)
City v. Haddock, CV-2010-357 TS (K, S)
City v. IAFF, CV-2011-48 L; DF-109447 (K)
City v. Komiske, Cobblestone Creek Management Company, et al, CV-2012-748 (K, W)
City of Norman v. Aaron Stachmus and Bryson Anglin, CJ-2021-445 (S)
City of Norman v. Aaron Stachmus and Bryson Anglin, CJ-2022-424 (S)
Etter v. City of Norman, CJ-2021-731 (K)
FOP/IAFF/AFSCME v. Okla. Dept. of Labor and City of Norman, CJ-2005-1170 L (K)
FOP v. City of Norman, CV-2011-876 L (K)
Martin Florez v. City of Norman & John Doe, CJ-2021-1051
Caleb Fulton v. Loyal Reich, Reich Dozer Services, LLC, City of Norman, Board of County Commissioners of Cleveland County, State of Oklahoma, CJ-2020-797 (K)
Kevin Hahn v. Norman Police Department, City of Norman, CJ-2021-210 (K)
City v. Loeffler & Ashford Investments, LLC, CV-2022-1182 (M)
City v. Lonnie Hodges, CV-2020-2922
The Norman Petition Initiative No. 2021-1, Case No. CV-2020-2384 (K)
McCarver v. City of Norman, CJ-2013-128 TS (K)
Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)
Shaz Investment Group, LLC v. City of Norman, CJ-2021-1044 (K)
Walling v. Norman Regional Health System, et al, CJ-2014-874 (K)

B. Condemnation Proceedings

City of Norman v. Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)
City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)
City of Norman v. Tietsort Revocable Trust, et al., CJ-2013-775 (M)
City of Norman v Apex Properties, LLC, et al., CJ-2021-221 (M)
City of Norman v. The Uplands Development Co., LLC, et al., CJ-2021-227 (M)
City of Norman v. Hallbrooke Development Group One, LLC, et al., CJ-2021-228 (M)
City of Norman v. Ronald A. Ashley, et al., CJ-2021-337 (M) – The June 13th Scheduling Conference was stricken by agreement for the parties to either enter an agreed Scheduling Order or seek other agreed resolution of the case.
City of Norman v. D&J Land, LLC, et al. CJ-2022-251 (M) – A demand for jury trial on the matter of just compensation was filed on June 7, 2022. The City paid the award and commissioners' fees into court on June 8, 2022, and commissioners' fees were disbursed on June 9, 2022.

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

City of Norman v. Legacy Property Partners, LLC, CV-2018-249 (K, S)
Mortgage Clearing Corporation v. Ricky Joe Butler, et al., CJ-2016-219 (M)
Mortgage Clearing Corporation v. Doiron, et al., CJ-2014-1459 (M)

D. Municipal Court Appeals
None

E. Small Claims Court

Almost Home Investment, et al. v. City of Norman, SC-2014-3027 (K)

F. Board of Adjustment Appeals
None

LABOR / ADMINISTRATIVE PROCEEDINGS

A. Grievance & Arbitration Proceedings (K)
This office has assisted with the following grievances:

AFSCME Grievance FYE 21-02 – (COVID-19 Leave)
AFSCME Grievance FYE 21-05 – (Brooks & Stephens)
AFSCME Grievance FYE 21-06 – (Parks HEOs and MWIIs)
AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)
AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)
AFSCME Grievance FYE 22-08 – (Sherri Cole – Negative Evaluation)
AFSCME Grievance FYE 22-09 – (Sherri Cole – Harassment)
AFSCME Grievance FYE 22-10 – (Danny Millsap – Working Environment)
AFSCME Grievance FYE 22-11 – (Kay Johnson – Discipline/Unsatisfactory Work Performance)
AFSCME Grievance FYE 22-12 – (Stephanie Shelton – Discipline/3 Day Suspension
AFSCME Grievance FYE 22-13 – (Stephanie Shelton – Discipline/5 Day Suspension)

IAFF Grievance FYE 21 – (Carl Smith – Improper Compensation)
IAFF Grievance FYE 22 – (Battalion Chief)
IAFF Grievance FYE 22 – (Clymer Promotion)
IAFF Grievance FYE 22 – (Fire Training Officer)
IAFF Grievance FYE 22 – (Source Documents)
IAFF Grievance FYE 22 – (Chris Beirne)
IAFF Grievance FYE 22 – (Chris Beirne)
IAFF Grievance FYE 22 – (Fire Marshal Grievance)
IAFF Grievance FYE 22 – (Fire Inspector Grievance)
IAFF Grievance FYE 22 – (Planning Officer)

B. Equal Employment Opportunity Commission (EEOC)

Candice Smith, 564-2022-00673 (Discrimination)

C. Contested Unemployment Claims (OESC)

None

MUNICIPAL COURT PROSECUTIONS

This chart represents the cases prosecuted by the City Attorney's Office in the Municipal Criminal Court through May 2022. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

	ADULT CASES			JUVENILE CASES			COURT SESSIONS		
Month	FYE 20	FYE 21	FYE 22	FYE 20	FYE 21	FYE 22	FYE 20	FYE 21	FYE 22
JULY	640	545	*275	35	23	11	15	16	7
AUG	683	444	236	10	11	9	15	14	5
SEPT	497	520	263	17	10	9	14	13	5
OCT	581	325	269	23	4	12	18	7	6
NOV	390	259	228	9	0	2	11	6	6
DEC	444	279	162	25	6	1	12	7	3
JAN	522	134	185	32	3	9	15	0	6
FEB	597	178	787	22	1	8	13	0	8
MAR	420	270	282	22	6	13	7	5	9
APR	104	420	323	0	6	12	0	13	10
MAY	137	507	582	2	10	21	0	13	12
JUNE	528	422		25	0		9	11	
TOTALS / YTD	5,543	4,303	3,592	222	80	107	129	105	77

* Correction

WORKERS' COMPENSATION COURT

The total number cases pending as of May 2022 are 21. Two settlements were approved by Council on May 24, 2022. One settlement is set to be considered by Council on June 14, 2022. There were no new workers compensation cases received during the month of May 2022. The remaining cases are proceeding in active litigation in the Oklahoma Workers' Compensation Commission/Court of Existing Claims. The current breakdown of pending Workers' Compensation cases by work area have been reviewed and updated for accuracy is as follows:

DEPARTMENT	DIVISION	PENDING CASES	FYE 22 CASES	FYE21 CASES	FYE20 CASES	FYE19 CASES
Fire	Suppression	5	3	2	2	4
Fire	Prevention	1	1			
Parks/Rec.	Park Maintenance	1				1
Parks/Rec	Westwood Pool	1	1			
Planning	Development Services					
Police	Animal Welfare	2		2	1	
Police	Criminal Investigation	1	1			
Police	Patrol	7	3	1	2	1
Police	Administration	1	2			
Public Works	Street Maintenance	2	1	1	1	3
Public Works	Vehicle Maintenance					
Public Works	Storm Water					
Utilities	Line Maintenance				1	
Utilities	Sanitation					
TOTALS		21	12	**6**	**7**	**9**

List of Pending Cases

Adams, Malia Jessie v. City of Norman, CM-2020-01069 Q
(Police, Animal Welfare, Animal Welfare Officer, R. Hip, Low Back with Radicular Symptoms, Mid-Back Consequential; + Thoracic Spine)
Adams, Malia Jessie v. City of Norman, CM-2021-02000 A
(Police, Animal Welfare, Animal Welfare Officer, R. Ankle, Mid/Low Back)
Amason, Amber v. City of Norman, WCC 2012-12306 K
(Police, Patrol, MPO, Intestinal/Parasite/Infection)
Crews, William "Will" Bryan v. City of Norman, CM-2021-04764 A
(Police, Patrol, Sergeant, Neck, L Shldr., L. Arm, L. Hand)
Crews, William "Will" Bryan v. City of Norman, CM-2021-04762 Q
(Police, Patrol, Sergeant, Back, Neck, L. Shldr, L. Arm, L. Hand)
Crews, William "Will" Bryan v. City of Norman, CM-2021-04763 X
(Police, Patrol, Sergeant, Back, Neck, Both Shldrs., Both Arms, Both Hands)
A settlement in the above case (CM-21-04762 Q) was approved by Council May 24, 2022 and will no longer appear on the monthly report. Both CM-2021-04764 A and CM-2021-04763 X were combined into case CM-2021-04762 Q by the Court.

Ericksen, Tammy L. v City of Norman, CM-2021-06871 E
(Police/Emergency Communications/Communications Supervisor, R. Hip, R. Knee, R. Shoulder, Back)
Ericksen, Tammy L. v City of Norman, WCC-2022-15003 K
(Police/Emergency Communications/Communications Supervisor, Both Ears)
Harris, Reagan v. City of Norman, CM-2021-04817 K
(P&R, Westwood Pool, Life Guard, L. Wrist)
A settlement in the above case was approved by Council on May 24, 2022 and will no longer appear on the monthly report.
Henderson, Fred L. v. City of Norman, CM-2022-01483 Y
(Fire, Prevention, Fire Marshal, Both Knees)
Hiett, Darin v. City of Norman, CM-01014 Q
(Public Works, Streets, HEO, Neck, R. Shoulder, R. Hand)
Kizzia, Derrald v. City of Norman, WCC 2014-06995 K
(Parks & Rec, Park Maintenance, HEO, R. Knee/Reopen Request)
Koscinski, Christopher v. City of Norman, CM-2020-06955 J
(Fire, Suppression, Firefighter, R. Shoulder, R. Arm)
Koscinski, Christopher v. City of Norman, CM-2021-04927 L
(Fire, Suppression, Firefighter, Back)
Lewis, Brian K. V. City of Norman, CM-2022-02245 H
(Fire/Suppression/Fire Driver Engineer, Neck, Back UNS, L Knee, L. Leg)
Mosley, Kent v. City of Norman, CM-2020-00585 X
(Police, Patrol, Sergeant (Mid & Low Back, Radicular Pain Down L. & R. Leg, R. Big Toe, R. & L. Buttocks + Neck, Headaches + Consequential Erectile Dysfunction) + Disfigurement to Stomach
Nelson, Keith v. City of Norman, CM-2022-01836 F
(Fire, Suppression, Fire Training Officer, R. Shldr)
Newell, Richard v. City of Norman, WCC-2022-15014 H
(Police, Criminal Investigation, Police Sergeant, R. Knee)
Robertson, Kellee v. City of Norman, WCC 2010-13896 F
(Police, Narcotics, MPO, Respiratory System/Lungs, Circulatory System Organs of the Body and Whole Person)
Wilkins, Levi v. City of Norman, CM-2019-05323 X
(Fire, Suppression, Fire Driver Engineer, BAW, Cancer)
Younts, Jerry Wayne v. City of Norman, CM-2020-06911 F
(Public Works/Street Maintenance/HEO, L Shoulder, Neck)

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through May 2022.

DEPARTMENT	FYE 22 Month	FYE 22 YTD	FYE 21	FYE 20	FYE 19
Animal Control	1	2	1		
Finance – IT			1		
Fire		2	1	4	
Legal			2		
Other	1	5	11	10	9
Parks		1	4	6	6
Planning		2			
Police		8	3	5	10
Public Works – other		2	2	3	
Public Works – Stormwater		1		2	
Public Works – Engineering			1	2	
Public Works – Streets	2	10	9	11	6
Utilities – Water		6	11	11	12
Utilities – Sanitation	1	6	12	12	10
Utilities – Sewer		3	5	5	3
TOTAL CLAIMS	**5**	**48**	**63**	**71**	**56**

CURRENT CLAIM STATUS	FYE 22 TO DATE	FYE 21	FYE 20	FYE 19
Claims Filed	48	63	71	56
Claims Open and Under Consideration	14	0	0	0
Claims Not Accepted Under Statute/Other	3	10	11	8
Claims Paid Administratively	10	11	13	10
Claims Paid Through Council Approval	2	7	14	12
Claims Resulting in a Lawsuit for FY	1	3	1	4
Claims Barred by Statute (No Further Action Allowed)	9	32	32	22
Claims in Denied Status (Still Subject to Lawsuit)	9	0	0	0

MUNICIPAL COURT 8

MUNICIPAL COURT
MONTHLY REPORT
MAY - FY '22

CASES FILED

	FY22 MAY	FY22 Y-T-D	FY21 MAY	FY21 Y-T-D
Traffic	524	3,959	611	8,197
Non-Traffic	197	2,222	206	2,351
SUB TOTAL	721	6,181	817	10,548
Parking	246	5,815	500	5,236
GRAND TOTAL	967	11,996	1,317	15,784

CASES DISPOSED

	FY22 MAY	FY22 Y-T-D	FY21 MAY	FY21 Y-T-D
Traffic	637	4,276	875	8,961
Non-Traffic	213	2,628	220	2,245
SUB TOTAL	850	6,904	1,095	11,206
Parking	315	6,645	373	3,428
GRAND TOTAL	1,165	13,549	1,468	14,634

REVENUE

	FY22 MAY	FY22 Y-T-D	FY21 MAY	FY21 Y-T-D
Traffic	$ 47,575.26	$ 461,744.43	$ 102,120.43	$ 949,201.94
Non-Traffic	$ 20,731.57	$ 219,732.59	$ 32,632.93	$ 269,299.20
SUB TOTAL	$ 68,306.83	$ 681,477.02	$ 134,753.36	$ 1,218,501.14
Parking	$ 11,581.00	$ 224,750.26	$ 10,485.00	$ 92,199.00
GRAND TOTAL	$ 79,887.83	$ 906,227.28	$ 145,238.36	$ 1,310,700.14

MUNICIPAL COURT - MONTHLY REPORT
May 2022

JUVENILE COMMUNITY SERVICE PROGRAM

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

MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 27 new cases and closed 32 cases during the month of April 2022. 5 Mediations were held.

PARKS AND RECREATION 9

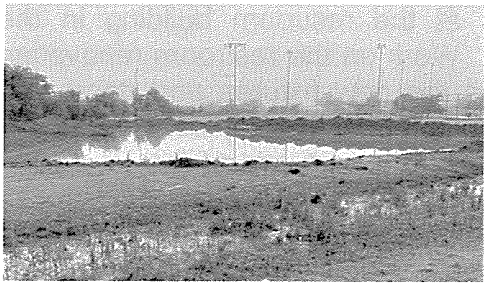
MAY 2022 PARK MAINTENANCE DIVISION

Park Maintenance crews performed routine trash removal & leaf clean-up in City Parks as well as restroom/shelter cleaning & landscape maintenance in City Parks.

SAFETY REPORT	FYE-22MTD	FYE-22YTD		FYE-21MTD	FYE-21YTD
On-The-Job Injuries	0	0		0	6
Vehicle Accidents	0	0		0	0
Employee responsible	0	0		0	0
ROUTINE ACTIVITIES	Total Man Hours	YEAR-TO-DATE		Total Man Hours	YEAR-TO-DATE
Big Mowing	186.50	865.50		50.00	544.50
Trim Mowing	810.50	4459.50		467.50	4022.00
Chemical Spraying	165.00	699.00		18.00	367.50
Fertilization	0.00	72.00		0.00	12.00
Park Tree Work	129.00	255.00		0.00	1.00
Street Tree Work	12.00	184.00		0.00	113.00
Trash Maintenance	347.50	1332.00		191.00	3503.50
Sprinkler Maintenance	87.00	253.50		192.00	177.00
Watering	0.00	319.75		37.00	0.00
Painting	0.00	524.00		152.00	0.00
Landscape Maintenance	104.00	623.00		0.00	893.75
Seeding/Sodding	0.00	571.00		10.00	52.25
Ballfield Maintenance	0.00	139.00		0.00	8.00
Fence Repairs	0.00	0.00		146.00	454.50
Equipment Repairs/Maintenance	134.00	515.00		0.00	834.75
Material Hauling	27.00	639.25		0.00	1090.00
Snow/Ice Removal	0.00	67.27		0.00	470.50
Christmas Setup	0.00	302.00		175.25	0.00
Vector Control	43.00	123.00		109.00	144.00
Events	33.00	317.00		0.00	834.75
Vandalism Repair	7.00	13.75		0.00	70.50
Trail Maintenance	7.00	7.00		0.00	463.00
Playground Maintenance	105.50	427.50		0.00	147.00
Restroom Maintenance	4.00	695.00		114.50	1075.50
Carpentry/Welding	3.00	353.00		48.50	48.50
Shop Time	133.00	303.25		0.00	0.00
Special Projects	214.25	1106.25		0.00	1127.00
Miscellaneous	208.50	833.75		0.00	568.00

Park Development Activities
May 2022

NORMAN FORWARD Reaves Park:



Work continues on the construction of the new youth baseball/softball fields in the area of the park where the park maintenance facility used to stand, as well as the new park road and interior parking lots; while the Ball Clubs of Norman continue to successfully operate their nightly league schedule and busy weekend tournaments.

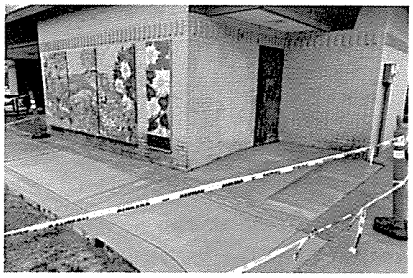
We are getting all the dirt needed for the project from the new detention pond on the eastern edge of the park, as designed by our team from Halff Associates. The pond will also serve as a recreational wet pond feature in future phases, but for now, it is functioning as detention only; which was put to use with the heavy rains in May. Several feet of water filled the pond, which then slowly releases to continue flowing out of the park in the same location it always has on its way east across the Jimmy Austin OU Golf Course. OG&E is on-site, working to re-lay the service lines in the park underground from the area that used to be our park maintenance facility to the new ballfields and old festival power pedestals in the park. Contractors also made final field improvements on a remodeled "flex field" on the eastern edge of the park for use this season. The work area will continue to shrink southward as more of the interior parking lots and grading are completed this summer. The next large community events in the park will be the Juneteenth Festival on June 18, and the annual 4th of July celebration. The project is scheduled to be completed next winter—ahead of the 2023 sports leagues and events.

Forestry:



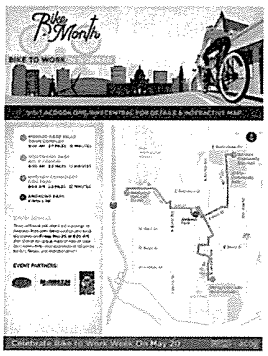
The City Forester is working in parks and public landscape areas to make sure our irrigation systems on several tree plantings are operational and/or adding and filling gator bags on new tree plantings that do not have automatic irrigation on them, getting ready for the summer months & trying to get ahead of the heat stress. In particular, 40 trees on SW 12th, 30 in Eastridge Park, 30 in Andrews Park, and 7 newly planted trees on Robinson Street had bags added to them in April. Also, we received 20 new "Survivor Elms", which we will tend and grow for the next 6 to 18 months to get them ready for planting in various parks in memory of those killed in the Murrah Building attack over 20 years ago. Earlier in May, he assessed trees at UNP and the Central Library campus and trimmed low and/or potentially hazardous branches in Lions & Centennial Parks. Also, we finished clearing brush out of Monroe Park in preparation for the mid-month "Norman's Best Park" event, celebrating their win in the 2020 "Parks Madness" tournament held in the early days of COVID.

Neighborhood Parks:



Our contractor continued working on making ADA improvements at Lions Park. The new accessible route to the park gazebo was completed last month, minus the required grab-bar/handrail that will be installed with the other steel pieces for the rails and bars at the restroom building in the coming weeks. Work on the restroom renovation will continue as the new fixtures and doors are delivered. The parking lot off Pickard Avenue will be cleaned, sealed and re-striped to relocate the accessible parking lots to the east end of the lot as the project where a new accessible sidewalk ramp was built, as the project concludes early this summer. Also, we are working with the HOA at the Sutton Place neighborhood to install landscape improvements and additional sports practice areas in that park. There will be a playground replacement scheduled for the park once it is its turn in the NORMAN FORWARD Project in the coming years. The HOA has volunteered to install and care for landscape plants around the new park sign, using the new hose connection installed in the park in May.

Bicycle Planning:



We celebrated Bike To Work Day on Friday, May 20th, with several group rides that met at Andrews Park at 8:30 a.m. for a "Pre-Work Rally" in a show of support for biking. Local rides started at the Griffin Park dog park parking lot, at Westwood Park and at the OU Swim Complex, and traveled towards Andrews Park. This annual event is held to help raise awareness for biking as a viable means of transportation as well as a fun and healthy way to get around, especially in an era of rising gas prices. As always, healthy snacks and door prizes were available to those in attendance.

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A

MAY 2022
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT

SAFETY REPORT	FY 2022 MTD	FY 2022 YTD	FY 2021 MTD
Injuries On The Job	0	0	0
City Vehicles Damaged	0	0	0
Vehicle Accidents Reviewed	0	0	0

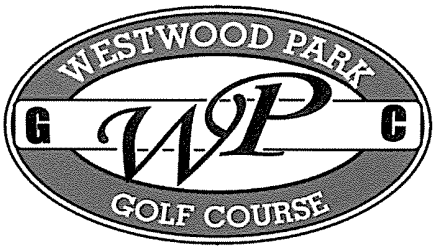
FINANCIAL INFORMATION

	FYE 2022 MTD	FYE 2022 YTD	FY 2021 MTD
Green Fees	$59,649.57	$514,411.22	$54,051.60
Driving Range	$14,734.73	$125,294.56	$11,431.24
Cart Rental	$32,067.83	$288,539.03	$30,335.54
Restaurant	$16,634.00	$159,466.75	$13,365.65
Insufficient Check Charge	$0.00	$0.00	$0.00
Interest Earnings	$210.90	$2,995.07	$54.00
TOTAL INCOME	**$123,297.03**	**$1,090,706.63**	$109,238.03
Expenditures	$84,926.35	$1,120,238.66	$68,351.64
Income vs Expenditures	**$38,370.68**	**($29,532.03)**	**$40,886.39**
Rounds of Golf	3847	33801	3501

Staff continutes to work on foundation drainage on the east side of the cart building a hedge removal. We will need to install a sub-slab sump pump to complete the correc water inside, after a rain event.

Sand Bunker renovation is progressing. Staff completed #10 and #1 greenside bunk work on #18 greenside which will be a sod stacked bunker; however, the sod farm ha water for weeks which is slowing the work of #18 greenside bunker. Presently, half o is complete and the drainage for that bunker is also complete. Staff will then begin w greenside bunker.

Greens are performing very well. The greenspeeds remain in the double digits on the most days, weather permitting. Staff continue applying post-emergentapplications on where there has been break-through. Most applications are being done with a backp The drainage in front of #14 tee cart path needs immediate attention.



MAY 2022

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	MAY FYE'22	MAY FYE'21
Regular Green Fees	891	751
Senior Green Fees	392	271
Junior Fees	86	329
School Fees (high school golf team players)	208	2
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	702	608
Employee Comp Rounds	337	297
Golf Passport Rounds	0	0
9-Hole Green Fee	220	359
2:00 Fees	193	147
4:00 Fees	298	111
Dusk Fees or 6:00 Fees	105	63
PGA Comp Rounds	8	1
*Rainchecks (not counted in total round count)	8	4
Misc Promo Fees (birthday, players cards, OU student	401	560
Green Fee Adjustments (fee difference on rainchecks)	6	2
Total Rounds (*not included in total round count)	**3847**	**3501**
% change from FY '20	9.88%	
Range Tokens	**3977**	**3270**
% change from FY '20	21.62%	
18 - Hole Carts	190	242
9 - Hole Carts	61	56
½ / 18 - Hole Carts	1295	1126
½ / 9 - Hole Carts	423	336
Total Carts	**1969**	**1760**
% change from FY '20	11.88%	
18 - Hole Trail Fees	0	1
9 - Hole Trail Fees	0	1
18 - Hole Senior Trail Fees	36	5
9-Hole Senior Trail Fees	2	1
Total Trail Fees	**38**	**8**
% change from FY '20	375.00%	
TOTAL REVENUE	$123,297.03	$109,238.03
% change from FY '20	12.87%	

MAY 2022
WESTWOOD POOL
MONTHLY REPORT

FINANCIAL INFORMATION

	FY2022 MTD	FY2022 YTD	FY21-22 TOTAL
Swim Pool Passes	$141,091.00	$417,839.50	$278,558.50
Swim Pool Gate Admission	$19,376.00	$152,806.00	$324,472.00
Swim Lesson Fees	$24,355.00	$95,173.00	$74,224.00
Pool Rental	$15,350.00	$36,340.00	$41,896.00
Locker Fees	$0.00	$0.00	$0.00
Pool Classes	$9,500.00	$36,263.00	$27,673.00
Pool Merchandise Sales	$0.00	$0.00	$0.00
Concessions	$16,023.52	$91,871.29	$182,683.53
TOTAL INCOME	**$225,695.52**	**$830,292.79**	**$929,507.03**
Expenditures	$42,904.48	$234,365.69	$639,852.95
Income verses Expenditures	**$182,791.04**	**$595,927.10**	**$289,654.08**

ATTENDANCE INFORMATION

	Season to Date May FYE 2022	2021 YTD May 2020 - Oct 2020	2020 YTD May 2019-Oct 2019
a. Pool Attendence	2,459	43,187	68,202
b. Adult Lap Swim Morning/Night	25	581	282
c. Water Walkers	10	2,990	1,607
d. Toddler Time	18	2,723	2,314
e. Water Fitness	55		
f. Swim Team	70	1,221	3,167
g. Scuba Rentals	8		
h. Scuba Participants	42		
i. Swim Lessons	0	579	1,214
j. Private Swim Lessons	0		
g. Movie Night/Special Events	714	0	3,391
h. Party / Rentals	5	91	323
TOTAL ATTENDANCE	**3,406**	**51,372**	**80,500**

FACILITY MAINTENANCE 9B

Facility Maintenance - May 2022 - Labor/Materials Cost Report

Comprehensive Costs

Grand Total Cost: $173,633.89

Total Misc. Cost (Materials/Contract Labor): $132,135.48

Total Labor Cost: $41,498.41

Total Labor Hours: 1,594.50

Total Cost by Request Type

Roofs: $57.53K – 33%

Plumbing: $13.39K – 8%

HVAC: $30.10K – 17%

General Maintenance: $21.22K – 12%

Electrical: $18.19K – 10%

Custodial: $31.89K – 18%

Other: $1.32K – 1%

/Elevator: $133.88

/Generator: $33.47

/Doors: $683.34

/Pest Control: $467.25

***This months report is actually reporting May 1 through June 10, we are approx. 45 days into a new reporting system and there will be various changes in the reporting shown over the next few months.

Top Buildings by Cost

Andrews Park: $37.03K

Fire Administration: $15.68K

Reaves Park: $14.78K

Parks: $9.75K

Facility Maintenance: $9.54K

201 B: $7.75K

Rotary Park: $7.53K

201 C: $7.09K

City Hall: $7.02K

Central Library: $6.72K

201 A: $5.85K

12th Ave Rec: $5K

Fire Station #3: $3.87K

Whittier Rec: $2.96K

Norman Investigations Center: $2.75K

Fire Station #2: $2.67K

Ruby Grant Park: $.57K

Animal Welfare: $2.39K

Fire Station #9: $2.26K

Little Axe Rec: $2.07K

Comprehensive Operations

Maintenance Requests – Total: 397

Plumbing: 136 – 34%

Doors: 12 – 3%

HVAC: 132 – 33%

General Maintenance: 26 – 7%

Electrical: 59 – 15%

Custodial: 21 – 5%

Other: 11 – 3%

/Elevator: 1

/Generator: 1

/Pest Control: 5

/Roofs: 4

Finalized Requests – Total: 397

Number of Requests by Building

Central Library: 42

201 C: 25

Facility Maintenance: 23

201 B: 23

City Hall: 21

Animal Welfare: 17

Reaves Park: 15

201 A: 14

Westwood Golf: 14

Norman Investigation Center: 12

Fire Station #2: 11

Little Axe Rec: 10

Parks: 10

Fire Station #9: 9

Westwood Tennis: 8

Water Treatment Plant: 7

Whittier Rec: 7

Senior Center: 6

Ruby Grant Park: 6

Water Reclamation Facility: 6

Sooner Theater: 6

Fire Administration: 6

East Library: 6

Andrews Park:

Fire Station #6: 5

Work Summary

PM & Work Requests by Current State

Open – on time: 16 – 4%

Open – overdue: 18 – 4%

Completed – on time: 20 – 5%

Completed – overdue: 377 – 87%

PM & Work Requests Assigned by User

Robert B.: 70 – 15%

Nate M.: 26 – 6%

Kathy L.: 21 – 5%

Jerry W.: 55 – 12%

Jeff L.: 71 – 16%

Don A.: 35 – 8%

Brian J.: 100 – 22%

Bill S.: 42 – 9%

Others: 38 – 8%

/Eduardo A.: 4

/Isabella J.: 4

/Ivan R.: 4

Jason M.: 4

Trysta K.: 4

Wade T.: 4

Tara K.: 1

Not Set: 13

PM & Work Requests by Type

Custodial: 21 – 5%

Electrical: 73 – 17%

General Maint.: 31 – 7%

HVAC: 138 – 32%

Plumbing: 144 – 33%

Others: 24 – 6%

/Elevator: 1

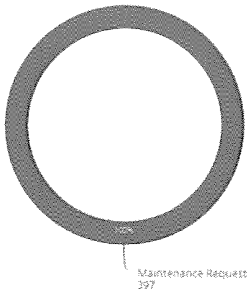
/Generator: 2

/Doors: 12

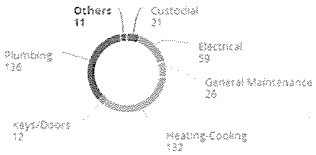
/Pest Control: 5

/Roofs: 4

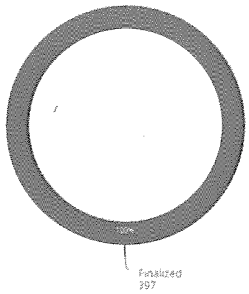
Requests by Module



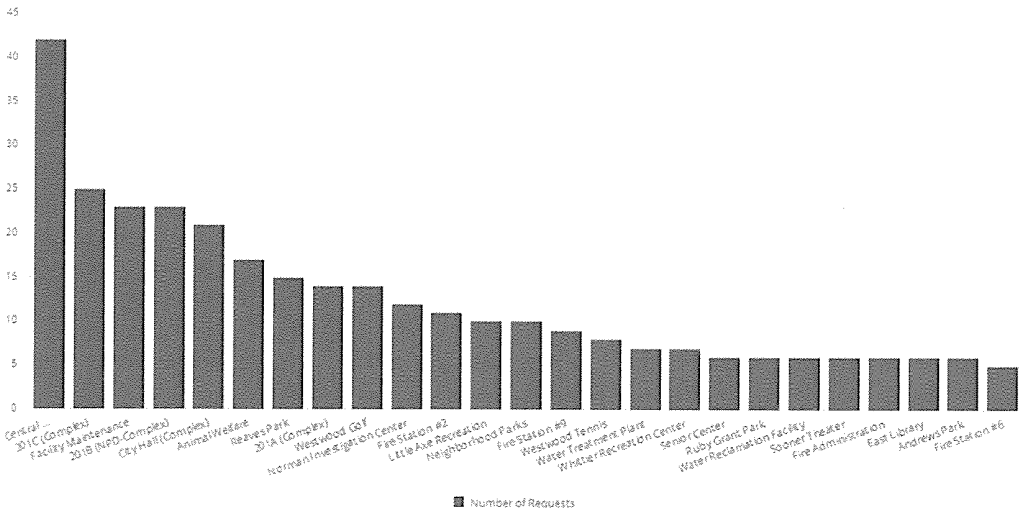
Requests by Type



Requests by Current Status



Requests by Building



Grand Total Cost

$173,633.89

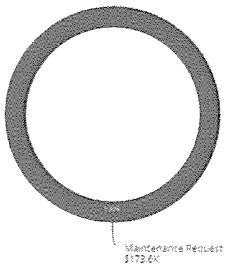
Total Labor Cost

$41,498.41

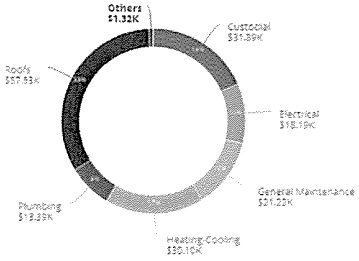
Total Inventory Cost

#N/A

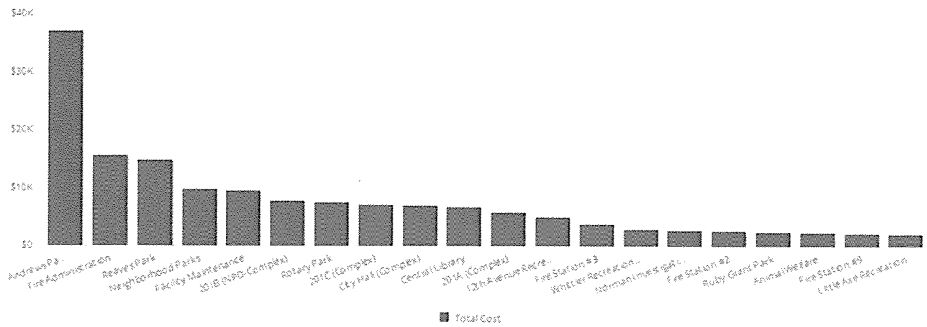
Total Cost by Module



Total Cost by Request Type

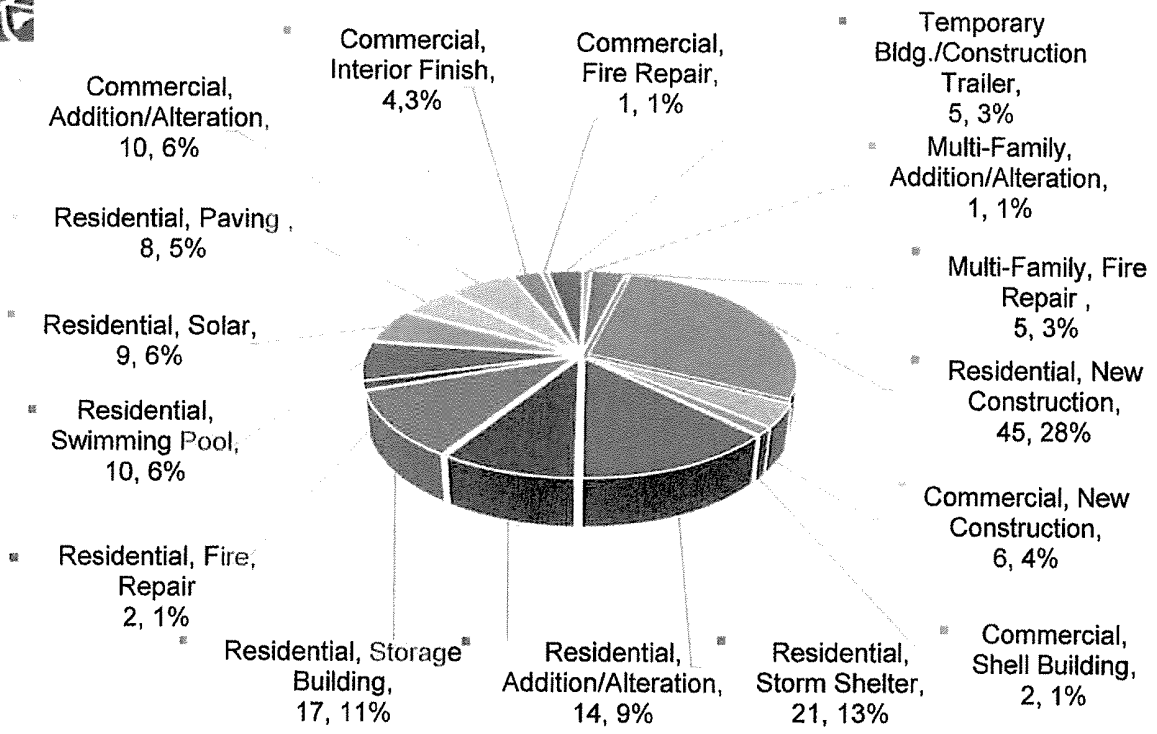


Top Buildings by Cost



PLANNING AND COMMUNITY DEVELOPMENT 10

CITY OF NORMAN
DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY
MAY 2022 REPORT



Permit Type	Count		Valuation
Residential, New Construction	45		$ 12,628,927
Residential Duplex, New Construction	0		$ -
Residential, New Manufactured Home	0		$ -
Commercial, New Construction	6		$ 8,430,000
Commercial, Parking Lot	0		$ -
Commercial, Shell Building	2		$ 1,000,000
Residential, Storm Shelter	21		$ 83,840
Residential, Addition/Alteration	14		$ 984,440
Residential, Carport	0		$ -
Residential, Storage Building	17		$ 571,941
Residential, Fire Repair	2		$ 500,000
Residential, Swimming Pool	10		$ 872,880
Residential, Manufactured Home Repl	0		$ -
Residential, Solar	9		$ 726,879
Residential, Paving	8		$ 47,507
Commercial, Addition/Alteration	10		$ 1,953,000
Commercial, Interior Finish	4		$ 555,000
Commercial, Fire Repair	1		$ 240,814
Commercial, Foundation	0		$ -
Temporary Bldg./Construction Trailer	5		$ 22,831
Multi-Family, New	0		$ -
Multi-Family, Addition/Alteration	1		$ 65,000
Multi-Family, Foundation	0		$ -
Multi-Family, Fire Repair	5		$ 186,820
Group Quarters	0		$ -
	160		**$ 28,869,879**

CITY OF NORMAN
Building Permit Activity-MAY 2022

	DESCRIPTION	2022 YEAR TO-DATE	VALUATION	2021 TOTALS	2021 TOTAL VALUATION
	Residential, New Construction	222	$ 65,487,743	559	$ 171,447,259
	Residential, New Dwelling Unit Attached	0	$ -	0	$ -
	Residential, New Manufactured Home	4	$ 489,604	2	$ 65,000
	Residential, New Non Dwelling Unit	0	$ -	0	$ -
	Residential Duplex, New Construction	12	$ 2,220,000	2	$ 400,000
	Residential, Garage Apartment	0	$ -	0	$ -
	Multi-Family, New Construction 3-4 DU	0	$ -	1	$ 750,000
	Multi-Family, New Construction 5+ DU	0	$ -	9	$ 22,230,000
	Multi-Family, Fire Repair	50	$ 650,270	13	$ 284,798
	Multi-Family, Foundation	0	$ -	3	$ 170,000
	Multi-Family, Addition/Alteration	3	$ 82,540	2	$ 16,000
	Residential, Addition/Alteration	59	$ 3,664,576	185	$ 11,219,201
	Residential, Carport	1	$ 1,795	4	$ 73,710
	Residential, Storm Shelter	126	$ 490,819	307	$ 1,174,221
	Residential, Storage Building	60	$ 3,728,818	141	$ 4,708,996
	Residential, Fire Repair	11	$ 812,661	31	$ 1,558,116
	Residential, Swimming Pool	47	$ 3,575,333	145	$ 9,332,054
	Residential, Manufactured Home Replacement	3	$ 195,535	7	$ 582,151
	Residential, Solar	42	$ 1,805,258	16	$ 461,303
	Residential, Paving	42	$ 699,744	111	$ 1,737,557
	Group Quarters	0	$ -	0	$ -
	TOTAL	**682**	**$ 83,904,696**	**1538**	**$ 226,210,366**
NON-RESIDENTIAL	Commercial, New Construction	17	$ 20,219,518	51	$ 263,453,985
	Commercial, New Shell Building	5	$ 3,195,000	11	$ 9,242,000
	Commercial, Addition/Alteration	83	$ 104,274,885	143	$ 45,783,076
	Commercial, Interior Finish	19	$ 3,999,600	40	$ 3,374,700
	Commercial, New Foundation	2	$ 208,200	7	$ 10,740,000
	Commercial, Fire Repair	2	$ 302,814	8	$ 888,000
	Commercial, Parking Lot	1	$ 75,000	7	$ 682,640
	Commercial, Temporary Bldg./Const Trailer	21	$ 227,481	29	$ 351,391
	TOTAL	**150**	**$ 132,502,498**		**$ 334,515,792**
OTHER ACTIVITY	Electrical Permits	694		1663	
	Heat/Air/Refrigeration Permits	684		1405	
	Plumbing and Gas Permits	755		1891	
	Sign Permits	165		475	
	Water Well Permits	12		44	
	Garage Sale Permits	218		782	
	Structure Moving Permits	10		16	
	Demo-Residential Permits	11		31	
	Demo-Non-Residential Permits	4		10	
	Temp. Const. Bldgs. & Roll-off Permits	65		173	
	Lot Line Adjustmements Filed	4		25	
	Certificate of Occupancy (CO)	419		1070	
	All Field Inspections	11,094		27583	
	Net Residential Demos & Removals	-11		-28	
	TOTAL VALUATION		**$ 216,407,194**		**$ 560,726,158**

Development Services Division | 201-A West Gray Street | Norman, OK 73069 | (405) 366-5339

City of Norman
BUILDING PERMITS AND INSPECTIONS

RESIDENTIAL BUILDING PERMITS
Issued MAY 2022 - Sorted by Permit Type

Permit Type	Contractor	Permit #	Date Issued	Address			Lot	Block	Subdivision	Zoning	Valuation	Project Area	KW
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	1456	5/2/2022	4215	CORDOVA	CT	4	2	LAS COLINAS SEC. #2	R1	$ 3,730	35	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	1665	5/2/2022	1904	BROONE	DR	10	2	PARK PLACE ADD #4	R1	$ 3,600	32	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	1750	5/2/2022	2631	QUANAH PARKER	TR	16	7	WILDWOOD GREEN #2	R1	$ 2,895	21	
1 & 2 FAMILY STORM SHELTER	EF5 TORNADO SHELTERS	1787	5/4/2022	1901	79TH	AVE	20	1W	NOT SUBDIVIDED	A2	$ 5,500	28	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	1804	5/2/2022	3125	WISTER	RD	6	1	GREENLEAF TRAILS ADD 11	PUD	$ 2,500	21	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	1805	5/2/2022	1122	ZARA	ST	5	2	TRAILWOODS SEC 12	PUD	$ 2,500	21	
1 & 2 FAMILY STORM SHELTER	OWNER	1846	5/5/2022	526	HIGHLAND HILLS	CIR	7	1	HIGHLAND HILLS #4	RE	$ 3,900	42	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	1853	5/9/2022	1722	LANCASTER	CIR	18	1	LYDICK'S #2	R1	$ 4,650	35	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	1981	5/9/2022	3107	WOOD VALLEY	RD	4	4	SUMMIT VALLEY #2	R1	$ 4,095	42	
1 & 2 FAMILY STORM SHELTER	FLAT SAFE TORNADO SHELTERS	1985	5/9/2022	4514	POLO RIDGE	CIR	8	4	BROOKHAVEN #08	NA	$ 3,700	21	
1 & 2 FAMILY STORM SHELTER	STORM SAFE	1993	5/10/2022	2933	COACH	CT	9	1	ROYAL OAKS ADD #10	PUD	$ 3,900	35	
1 & 2 FAMILY STORM SHELTER	FAMILYSAFE SAFE ROOMS	1995	5/9/2022	1010	EAGLEROCK	LN	10	1	GREENLEAF TRAILS ADD 6	PUD	$ 5,700	24	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	1998	5/13/2022	3529	CRAMPTON GAP	WAY	7	1	SPRINGS AT GREENLEAF TRAILS #1	PUD	$ 3,900	24	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	2012	5/10/2022	2328	NORWOOD	DR	2	5	BELLATONA SEC. #2	R1	$ 3,100	21	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	2024	5/13/2022	3428	STAFFORD	DR	46	2	BROOKHAVEN SQUARE #2	RM6	$ 3,500	24	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	2050	5/12/2022	3100	OLD FRISCO	RD	17	3	GREENLEAF TRAILS ADD 8	PUD	$ 3,800	21	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO STORM SHELTERS	2199	5/23/2022	3805	BLACK MESA	RD	25	1	RED CANYON RANCH SEC 6	PUD	$ 2,500	21	
1 & 2 FAMILY STORM SHELTER	GROUND ZERO SHELTERS	2202	5/23/2022	603	RED CEDAR	WAY	1	4	GREENLEAF TRAILS ADD 11	PUD	$ 2,500	21	
1 & 2 FAMILY STORM SHELTER	STORM SAFE SHELTER, LLC	2230	5/20/2022	6600	DAY	DR	19	1W	SMITH RANCH	A2	$ 4,300	48	
1 & 2 FAMILY STORM SHELTER	OKLAHOMA SHELTERS	2246	5/20/2022	3112	OLD FRISCO	RD	14	3	GREENLEAF TRAILS ADD 8	PUD	$ 3,900	35	
1 & 2 FAMILY STORM SHELTER	WINDSTONE CONSTRUCTION	2305	5/31/2022	4705	FOUNTAIN VIEW	DR	1	2	FOUNTAIN VIEW SEC. #1	PUD	$ 4,500	24	
1 & 2 FAMILY, ADD OR ALTER	GLADIATER ROOFING & CONST LLC	1277	5/23/2022	814	W COMANCHE	ST	9	2	MCNAMEE ADD	R1	$ 60,000	401	
1 & 2 FAMILY, ADD OR ALTER	OKC RENOVATION & CONSTRUCTION	1759	5/3/2022	1401	OKLAHOMA	AVE	32	2W	NOT SUBDIVIDED	R1	$ 210,000	560	
1 & 2 FAMILY, ADD OR ALTER	INNOVATIVE HOME BUILDERS	1768	5/4/2022	1525	HOLLIDAY	DR	15	4	TOWN & COUNTRY ESTATES #2	R1	$ 150,000	1288	
1 & 2 FAMILY, ADD OR ALTER	OWNER	1856	5/12/2022	1410	AMHURST	AVE	36	10	OAKHURST ADD SEC 04	NA	$ 2,500	85	
1 & 2 FAMILY, ADD OR ALTER	OWNER	1863	5/16/2022	1924	TIFFANY	DR	6	7	CHISHOLM TRAIL EST SEC 2	NA	$ 50,000	612	
1 & 2 FAMILY, ADD OR ALTER	OWNER	1871	5/4/2022	615	E GRAY	ST	8	52	NORMAN, ORIGINAL TOWNSHIP	R1	$ 50,000	1400	
1 & 2 FAMILY, ADD OR ALTER	CHAMPION WINDOWS & PATIO ROOMS	1879	5/9/2022	309	VICTORY	CT	21	1	CAMBRIDGE PLACE #4	RM2	$ 37,540	216	
1 & 2 FAMILY, ADD OR ALTER	SOONER BUILT LLC	1902	5/16/2022	925	W SYMMES	ST	4	1	AUTUMN HEIGHTS ADD	R1	$ 155,000	1250	
1 & 2 FAMILY, ADD OR ALTER	JNR CONSULTING LLC	1949	5/12/2022	5550	PIONEER	CIR	8	4	MARLATT ADD	R1	$ 33,000	1224	
1 & 2 FAMILY, ADD OR ALTER	OWNER	1975	5/16/2022	204	S COCKREL	AVE	15	55	NORMAN, ORIGINAL TOWNSHIP	R2	$ 100,000	2160	
1 & 2 FAMILY, ADD OR ALTER	OWNER	2037	5/16/2022	906	E BROOKS	ST	4	1	UNIVERSITY VIEW ADD	R1	$ 14,400	96	
1 & 2 FAMILY, ADD OR ALTER	MOHR CONSTRUCTION, LLC	2052	5/16/2022	3308	NESS	CIR	8	1	HIGHLAND VILLAGE ADD SEC 5	R1	$ 92,000	730	
1 & 2 FAMILY, ADD OR ALTER	OWNER	2177	5/20/2022	212	E HUGHBERT	ST	13	8	J A JONES ADDITION	NA	$ 20,000	363	
1 & 2 FAMILY, ADD OR ALTER	OWNER	2264	5/24/2022	801	MIDLAND VALLEY	ST	3	1	GREENLEAF TRAILS ADD 6	PUD	$ 20,000	1857	
1 & 2 FAMILY, FIRE REPAIR	STATEWOOD ROOFING	2268	5/25/2022	3521	BROOKFORD	DR	3	1	BROOKHAVEN SQUARE #2	RM6	$ 300,000	2300	
1 & 2 FAMILY, FIRE REPAIR	BUILD STAR ROOFING & CONST.	2385	5/31/2022	1220	NEWBURY	DR	6	5	PARK PLACE ADD	R1	$ 200,000	2050	
1 & 2 FAMILY, PAVING	OWNER	1243	5/11/2022	1331	OAKHURST	AVE	10	5	OAKHURST ADD SEC 02	R1	$ 1,500	300	
1 & 2 FAMILY, PAVING	A & L CONCRETE	1661	5/12/2022	1425	W BOYD	ST	14	9	HETHERINGTON HEIGHTS #2	R1	$ 11,957	1180	
1 & 2 FAMILY, PAVING	MCCABE, KEITH M.	1984	5/16/2022	618	MONNETT	AVE	24	4	STATE UNIVERSITY ADD	R3	$ 5,000	762	
1 & 2 FAMILY, PAVING	PALMCRETE CONSTRUCTION LLC	2006	5/13/2022	300	MERKLE	DR	5	9	WESTWOOD ESTATES	R1	$ 10,000	420	
1 & 2 FAMILY, PAVING	A & L CONCRETE	2013	5/12/2022	1016	GOLDEN EAGLE	DR	12	2	EAGLE CLIFF ADD # 5	R1	$ 5,950	169	
1 & 2 FAMILY, PAVING	TR CONSTRUCTION	2145	5/23/2022	3603	GLENDALE	DR	1	2	INDEPENDENCE VALLEY SEC. #1	R1	$ 2,000	520	
1 & 2 FAMILY, PAVING	A & L CONCRETE	2224	5/27/2022	3817	TAYPORT	ST	13	1	CASCADE ESTATES PUD #1	PUD	$ 4,600	404	
1 & 2 FAMILY, PAVING	PATRIOT CONSTRUCTION	2332	5/23/2022	813	W COMANCHE	ST	8	1	MCNAMEE ADD	R1	$ 6,500	375	
1 & 2 FAMILY, SOLAR	MY ROOF	1021	5/16/2022	1518	CAMBRIDGE	DR	10	10	WOODSLAWN ADD #2	R1	$ 21,000		4
1 & 2 FAMILY, SOLAR	ADT SOLAR, LLC	1729	5/23/2022	1320	SOUTHERN SHORE	DR	8	2	SOUTHERN SHORES ADDITION	RE	$ 75,330		17
1 & 2 FAMILY, SOLAR	ADT SOLAR, LLC	1800	5/2/2022	2230	BUD WILKINSON	DR	16	4	PEARSON EST #1	R1	$ 61,199		12
1 & 2 FAMILY, SOLAR	SOLAR POWER OF OKLAHOMA(FORME	1825	5/2/2022	1408	BAYCHARTER	ST	1	2	PARK PLACE ADD #5	R1	$ 28,284		9
1 & 2 FAMILY, SOLAR	ADT SOLAR, LLC	1886	5/4/2022	2014	SADDLEBACK	BLVD	14	2	ROCK CREEK POLO CLUB	R1	$ 400,000		11
1 & 2 FAMILY, SOLAR	ADT SOLAR, LLC	1973	5/23/2022	3824	KINGS CANYON	RD	4	2	RED CANYON RANCH SEC 2	PUD	$ 29,594		5
1 & 2 FAMILY, SOLAR	SHINE SOLAR DBA SHINE AIR	2244	5/25/2022	352	WEWOKA	DR	13	13	WOODCREEK ADD	R1	$ 39,805		8
1 & 2 FAMILY, SOLAR	PAIC SOLAR	2247	5/23/2022	1405	PRESIDIO	DR	17	3	MONTEREY ADD, #2	R1	$ 39,005		6
1 & 2 FAMILY, SOLAR	PAIC SOLAR	2248	5/23/2022	2104	LAFAYETTE	DR	7	10	COLONIAL EST # 9	R1	$ 32,651		8
1 & 2 FAMILY, STORAGE BLDG	ZION CONSTRUCTION	1383	5/5/2022	1611	QUAIL CREEK	CIR	19	4	QUAIL CREEK ACRES #1	RE	$ 70,000	1500	
1 & 2 FAMILY, STORAGE BLDG	BRAD PERRY CONTRACTING, LLC	1674	5/4/2022	5601	156TH	AVE	4	1E	NOT SUBDIVIDED	A2	$ 45,450	1925	
1 & 2 FAMILY, STORAGE BLDG	OWNER	1677	5/3/2022	3117	EPORA	DR	19	1	MONTORO RIDGE SEC. #2	PUD	$ 3,000	240	
1 & 2 FAMILY, STORAGE BLDG	QUALITY BUILDINGS INC.	1682	5/10/2022	408	DAWN	CIR	3	4	QUAILBROOK ADD #6	R1	$ 6,500	160	
1 & 2 FAMILY, STORAGE BLDG	EVERETT, CHAD	1722	5/4/2022	15925	E IMHOFF	RD	4	1E	SEVEN OAKS COS	A2	$ 81,250	2400	
1 & 2 FAMILY, STORAGE BLDG	TUFF SHED INC	1807	5/5/2022	3708	BLACK MESA	RD	18	2	RED CANYON RANCH SEC 6	PUD	$ 4,400	120	
1 & 2 FAMILY, STORAGE BLDG	TALL GRASS LANDSCAPING	1838	5/4/2022	221	DEERHURST	DR	29	1	CAMBRIDGE ADD #5	R1	$ 8,000	121	
1 & 2 FAMILY, STORAGE BLDG	TUFF SHED	1843	5/3/2022	334	WESTCHESTER	CIR	33	1	TOWN & COUNTRY ESTATES #2	R1	$ 10,000	240	
1 & 2 FAMILY, STORAGE BLDG	BARGAIN BARNS & BUILDINGS,LLC.	1869	5/11/2022	9701	E LINDSEY	ST	34	1W	NOT SUBDIVIDED	A2	$ 18,593	400	
1 & 2 FAMILY, STORAGE BLDG	VALDER CONCRETE	1901	5/9/2022	2320	W FRANKLIN	RD	18	1	STABLE RUN	A2	$ 5,400	320	
1 & 2 FAMILY, STORAGE BLDG	TUFF SHED INC	1903	5/13/2022	3300	CRYSTAL SPRING	DR	9	1	CRYSTAL SPRING	RE	$ 12,000	400	
1 & 2 FAMILY, STORAGE BLDG	DENALI HOMES, LLC.	1955	5/12/2022	4807	FOUNTAIN VIEW	DR	4	1	FOUNTAIN VIEW SEC. #1	R1	$ 33,580	335	
1 & 2 FAMILY, STORAGE BLDG	TUFF SHED INC	1957	5/12/2022	3525	GLISTEN	ST	15	1	CASCADE ESTATES #2	R1	$ 7,031	150	
1 & 2 FAMILY, STORAGE BLDG	OWNER	2019	5/27/2022	912	SHADOWLAKE	RD	21	3	SHADOWLAKE ADD #5	R1	$ 9,000	120	
1 & 2 FAMILY, STORAGE BLDG	OWNER	2136	5/18/2022	6302	OAKGROVE	DR	3	3	FLAMING OAKS ESTATES	RE	$ 7,000	150	
1 & 2 FAMILY, STORAGE BLDG	LAW CONSTRUCTION	2234	5/26/2022	1609	OKLAHOMA	AVE	32	2W	NOT SUBDIVIDED	R1	$ 244,720	1748	
1 & 2 FAMILY, STORAGE BLDG	BARGAIN BARNS & BUILDINGS,LLC.	2271	5/31/2022	4001	84TH	AVE	9	1W	HENDERSON ESTATES NOOS 2122-11	A2	$ 4,007	648	
1 & 2 FAMILY, SWIMMING POOL	SPARTAN POOLS & PATIO	849	5/3/2022	4509	KENGAL RISE	PL	7	4	CARRINGTON PLACE ADD #6	R1	$ 90,000	1385	
1 & 2 FAMILY, SWIMMING POOL	ROSE HILL BUILDERS	1670	5/3/2022	7242	SPRING VIEW	DR	2	2	VISTA SPRINGS ESTATES ADD 2	RE	$ 95,000	1851	
1 & 2 FAMILY, SWIMMING POOL	AQUATIC DESIGNS POOL & SPA	1719	5/2/2022	2708	CRITTENDEN	DR	2	2	ASHTON GROVE ADD SEC 3	PUD	$ 100,000	2530	
1 & 2 FAMILY, SWIMMING POOL	AQUATIC DESIGNS POOL & SPA	1722	5/2/2022	2511	MCGEE	DR		4	SMOKING OAK #1-REPLAT	R3	$ 200,000	3450	
1 & 2 FAMILY, SWIMMING POOL	AQUATIC DESIGNS POOL & SPA	1738	5/2/2022	417	YARMOUTH	RD	17	13	VINEYARD PHASE III	R1	$ 71,000	1562	
1 & 2 FAMILY, SWIMMING POOL	ARTISTIC POOLS	1799	5/10/2022	2503	WALNUT	RD	1	2	OAK BROOK ESTATES	R1	$ 85,360	1391	
1 & 2 FAMILY, SWIMMING POOL	ATLANTIC POOLS	1876	5/5/2022	16105	E IMHOFF	RD	4	1E	SEVEN OAKS COS	A2	$ 61,000	1900	
1 & 2 FAMILY, SWIMMING POOL	AQUATIC DESIGNS POOL & SPA	2015	5/20/2022	3104	ROLLING WOODS	DR	5	1	LAS COLINAS SEC. #2	R1	$ 85,000	1100	
1 & 2 FAMILY, SWIMMING POOL	OWNER	2071	5/27/2022	2001	OAKHOLLOW	DR	1	32	OAKHURST ADD SEC 12	R1	$ 500	176	
1 & 2 FAMILY, SWIMMING POOL	AQUATIC DESIGNS POOL & SPA	2184	5/31/2022	4404	LAS COLINAS	LN	17	1	LAS COLINAS SEC. #1	R1	$ 85,000	1140	

1 FAMILY, NEW CONSTRUCTION	MUIRFIELD HOMES	982	5/9/2022	512		LEGACY	DR	1	3	VINTAGE CREEK ADDITION	PUD	$	209,000	3000
1 FAMILY, NEW CONSTRUCTION	ARMSTRONG HOMES	1473	5/16/2022	2216		BURNING TREE		3	5	HALLBROOKE ADD #4	R1	$	317,380	3522
1 FAMILY, NEW CONSTRUCTION	SHERIDAN HOMES, LLC	1609	5/9/2022	509		DEMA	DR	21	1	ALAMEDA PARK ADD #3	R1	$	246,120	2484
1 FAMILY, NEW CONSTRUCTION	MUIRFIELD HOMES	1690	5/9/2022	2304		BRETFORD	WAY	9	3	ST JAMES PARK ADD 6	R1	$	264,320	2683
1 FAMILY, NEW CONSTRUCTION	VESTA HOMES, INC	1724	5/18/2022	3208		VALLEY HOLLOW		17	1	SUMMIT VALLEY	R1	$	293,020	3014
1 FAMILY, NEW CONSTRUCTION	INNOVATIVE HOME BUILDERS	1794	5/17/2022	1410		PRESIDIO	DR	18	3	MONTEREY ADD #2	R1	$	303,520	3304
1 FAMILY, NEW CONSTRUCTION	BROOKFIELD CUSTOM HOMES, LLC	1837	5/5/2022	3303		EVERTON	CT	9	3	ST JAMES PARK ADD 5	R1	$	268,100	2834
1 FAMILY, NEW CONSTRUCTION	OWNER	1885	5/9/2022	11150		MELODY	LN	23	1W	ROUND TREE	A2	$	337,260	2402
1 FAMILY, NEW CONSTRUCTION	FIRST OKLAHOMA CONST. INC	1965	5/13/2022	2327		COTTONWOOD	RD	2	3	HALL PARK	R1	$	225,680	2258
1 FAMILY, NEW CONSTRUCTION	OWNER	1978	5/16/2022	8200		DUNFORD	LN	7	1W	OAKWOOD HAVEN	A2	$	695,000	6805
1 FAMILY, NEW CONSTRUCTION	OWNER	2048	5/19/2022	215		36TH	AVE	35	2W	NOT SUBDIVIDED	A2	$	286,150	3224
1 FAMILY, NEW CONSTRUCTION	OWNER	2213	5/23/2022	4001		68TH	AVE	7	1W	OAKWOOD HAVEN	A2	$	388,526	3285
1 FAMILY, NEW CONSTRUCTION	OWNER	2243	5/31/2022	17600	E	INDIAN HILLS	RD	3	1E	INDIAN HILLS ACRES	A2	$	30,471	900
1 FAMILY, NEW CONSTRUCTION	ARMSTRONG HOMES	2267	5/27/2022	1936		BURNING TREE		14	5	HALLBROOKE ADD #6	R1	$	500,000	4166
1 FAMILY, NEW CONSTRUCTION	WINDSTONE CONSTRUCTION	2308	5/31/2022	4708		FOUNTAIN VIEW	DR	1	2	FOUNTAIN VIEW SEC #1	PUD	$	525,000	4152
1 FAMILY, NEW CONSTRUCTION	RED LEAF CONSTRUCTION, INC	3851	5/18/2022	4510		ENCLAVE	CIR	10	4	FOUNTAIN VIEW NORTH	PUD	$	190,475	2696
1 FAMILY, NEW CONSTRUCTION	RED LEAF CONSTRUCTION, INC	3864	5/18/2022	4502		ENCLAVE	CIR	8	4	FOUNTAIN VIEW NORTH	PUD	$	197,220	2804
1 FAMILY, NEW CONSTRUCTION	RED LEAF CONSTRUCTION, INC	3866	5/18/2022	4506		ENCLAVE	CIR	9	4	FOUNTAIN VIEW NORTH	PUD	$	184,015	2656
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	1164	5/12/2022	602		OZARK	LN	2	4	GREENLEAF TRAILS ADD 11	PUD	$	234,640	2139
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1384	5/5/2022	2902		CARETTA	CT	5	3	TURTLE CROSSING	PUD	$	175,420	1706
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1387	5/10/2022	2824		CARETTA	CT	4	3	TURTLE CROSSING	PUD	$	187,880	1793
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1703	5/5/2022	2820		CARETTA	CT	3	3	TURTLE CROSSING	PUD	$	187,880	1777
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1704	5/5/2022	2816		CARETTA	CT	2	3	TURTLE CROSSING	PUD	$	187,880	1791
1 FAMILY, NEW CONSTRUCTION	HOME CREATIONS, INC	1766	5/5/2022	2308		ARCADY	AVE	8	5	BELLATONA SEC. #3	R1	$	252,840	2292
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	1767	5/2/2022	3023		WISTER	RD	8	3	GREENLEAF TRAILS ADD 11	PUD	$	270,000	2323
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1782	5/5/2022	2825		CARETTA	CT	6	2	TURTLE CROSSING	PUD	$	175,420	1706
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1786	5/5/2022	2805		CARETTA	CT	11	2	TURTLE CROSSING	PUD	$	187,880	1791
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1790	5/5/2022	2913		CARETTA	CT	2	2	TURTLE CROSSING	PUD	$	187,880	1775
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1792	5/5/2022	2909		CARETTA	CT	3	2	TURTLE CROSSING	PUD	$	187,880	1791
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1793	5/5/2022	2821		CARETTA	CT	7	2	TURTLE CROSSING	PUD	$	187,880	1791
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	1808	5/2/2022	1122		ZARA	ST	5	2	TRAILWOODS SEC 12	PUD	$	208,320	1949
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1832	5/10/2022	2801		CARETTA	CT	12	2	TURTLE CROSSING	PUD	$	187,880	1811
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	1836	5/10/2022	2812		CARETTA	CT	1	3	TURTLE CROSSING	PUD	$	175,420	1754
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	1968	5/12/2022	1012		MOUNT IRVING	WAY	1	3	RED CANYON RANCH SEC 7	PUD	$	272,160	3024
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	1989	5/12/2022	3802		BLACK MESA	RD	26	1	RED CANYON RANCH SEC 7	PUD	$	262,080	2881
1 FAMILY, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	1997	5/19/2022	3522		CLAIRE	CT	11	1W	LITTLE RIVER ESTATES (NRCOS)	A2	$	630,000	4241
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	2115	5/19/2022	805		MOUNT IRVING	WAY	15	1	RED CANYON RANCH SEC 7	PUD	$	325,780	3294
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	2164	5/23/2022	2901		CARETTA	CT	5	2	TURTLE CROSSING	PUD	$	187,880	1812
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	2166	5/23/2022	2813		CARETTA	CT	9	2	TURTLE CROSSING	PUD	$	187,880	1812
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	2167	5/23/2022	2817		CARETTA	CT	8	2	TURTLE CROSSING	PUD	$	175,420	1754
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	2168	5/23/2022	2809		CARETTA	CT	10	2	TURTLE CROSSING	PUD	$	175,420	1754
1 FAMILY, NEW CONSTRUCTION	COLONY FINE HOMES, LLC	2169	5/23/2022	2905		CARETTA	CT	4	2	TURTLE CROSSING	PUD	$	175,240	1754
1 FAMILY, NEW CONSTRUCTION	IDEAL HOMES OF NORMAN	2203	5/23/2022	926		MOUNT IRVING	WAY	3	3	RED CANYON RANCH SEC 7	PUD	$	301,700	3068
1 FAMILY, NEW CONSTRUCTION	C.A. MCCARTY CONSTRUCTION LLC	1842	5/12/2022	4406		BELLINGHAM	LN	3	3	CARRINGTON PLACE ADD #14	R1	$	750,000	4781
1 FAMILY, NEW CONSTRUCTION	OWNER	1845	5/5/2022	525		HIGHLAND HILLS	CIR	7	1	HIGHLAND HILLS #4	RE	$	550,000	5300
3+ FAMILY, ADD OR ALTER	COPELAND, JASON	1867	5/9/2022	401	E	BOYD	ST	17	23	CLASSEN-MILLER ADDITION	C2	$	65,000	555
3+ FAMILY, FIRE REPAIR	A-1 PROPERTIES	1892	5/23/2022	1311		REBECCA	LN	1311	1	BERRY EST #1	R1	$	91,820	1440
3+ FAMILY, FIRE REPAIR	INTERSTATE RESTORATION, LLC	1864	5/10/2022	401	E	BOYD	ST	17	23	CLASSEN-MILLER ADDITION	C2	$	25,000	1000
3+ FAMILY, FIRE REPAIR	SERVPRO	2310	5/27/2022	2900		OAK TREE	AVE	1	1	OAK TREE APARTMENTS ADD, A PUD	PUD	$	20,000	1600
3+ FAMILY, FIRE REPAIR	SERVPRO	2313	5/27/2022	2900		OAK TREE	AVE	1	1	OAK TREE APARTMENTS ADD, A PUD	PUD	$	20,000	1600
3+ FAMILY, FIRE REPAIR	OWNER	2319	5/27/2022	430	S	JAMES GARNER	AVE	2	2	LARSH ADD #1	CCFB	$	80,000	2000
TEMPORARY ROLL-OFF, OTHER	PATEL, SARESHBHAI (SAM)	1912	5/4/2022	325		INTERSTATE	DR	1	1	HIBDON ADD	C2	$	-	0
TEMPORARY ROLL-OFF, OTHER	UNITED STATES POSTAL SERVICE	2093	5/13/2022	2801	E	STATE HWY 9		3	2W	NOT SUBDIVIDED	CO	$	-	0
TEMPORARY ROLL-OFF, OTHER	DELTA DELTA DELTA SORORITY	2139	5/17/2022	1611		COLLEGE	AVE	6	2W	NOT SUBDIVIDED	R3	$	-	0
TEMPORARY ROLL-OFF, OTHER	MCCUNE, ERLENE M	2209	5/18/2022	208		JASON	DR	4	1	TRIAD EAST P U D UNIT DEV	RM6	$	-	0
TEMPORARY ROLL-OFF, OTHER	CO/PARK T NORMAN OWNER LLC	2272	5/24/2022	3301		12TH	AVE	9	2W	NOT SUBDIVIDED	PUD	$	-	0
TEMPORARY ROLL-OFF, OTHER	THOMPSON, LYNNA	2395	5/31/2022	120		FOREMAN	AVE	3	4	TOWN & COUNTRY ESTATES #2	R1	$	-	0
TEMPORARY ROLL-OFF,RESIDENTIAL	ANTHONY, FRANK F	1888	5/3/2022	1710		CAMELOT	DR	6	8	WOODSLAWN ADD #2	R1	$	-	0
TEMPORARY ROLL-OFF,RESIDENTIAL	BURNS, RICKY	1947	5/6/2022	3927		ORCHARD	LN	1	10	CHERRY CREEK #3	R1	$	-	0
TEMPORARY ROLL-OFF,RESIDENTIAL	FINNER, JORDAN	1994	5/9/2022	17901	E	FRANKLIN	RD	3	1E	NOT SUBDIVIDED	NA	$	-	0
TEMPORARY ROLL-OFF,RESIDENTIAL	BAKER, CARRIE	2121	5/16/2022	10930	E	ALAMEDA	DR	25	1W	NOT SUBDIVIDED	A2	$	-	0
TEMPORARY ROLL-OFF,RESIDENTIAL	SODERSTROM, TRACI	2126	5/17/2022	706		TIFFIN	AVE	6	1	TIFFIN ADD	R1	$	-	0
TEMPORARY ROLL-OFF,RESIDENTIAL	GATES, SHARON	2148	5/19/2022	541		48TH	AVE	25	2W	NOT SUBDIVIDED	A2	$	-	40
TEMPORARY ROLL-OFF,RESIDENTIAL	WELCHER, PAM	2255	5/23/2022	1912		LOGAN	DR	6	17	WESTWOOD ESTATES	R1	$	-	0
TEMPORARY ROLL-OFF,RESIDENTIAL	SCHNEIDER, CYNTHIA & STEPHEN	2348	5/27/2022	5100	N	BROADWAY		6	2W	NOT SUBDIVIDED	A2	$	-	0
TEMPORARY ROLL-OFF,RESIDENTIAL	HANNA, CHRIS	2394	5/31/2022	336	N	SHERRY	AVE	6	2	TOWN & COUNTRY ESTATES #2	R1	$	-	0

TOTAL PERMITS (EXCLUDING TEMP ROLL-OFF)	**132**	**AVERAGE VALUATION**	**$**	**126,275**	**AVERAGE PROJECT AREA**	**1,454**	
		TOTAL VALUATION	**$**	**16,668,234**	**TOTAL PROJECT AREA**	**178,625**	

Permit Type	Permit Counts	Unit Count		Valuation
1 & 2 FAMILY, STORM SHELTER	21		$	83,940
1 & 2 FAMILY, ADD OR ALT	14		$	984,440
1 & 2 FAMILY, CARPORT	0		$	-
1 & 2 FAMILY, FIRE REPAIR	2		$	500,000
1 & 2 FAMILY, PAVING	8		$	47,597
1 & 2 FAMILY, SOLAR	9		$	726,679
1 & 2 FAMILY, STORAGE BLDG	17		$	971,941
1 & 2 FAMILY, SWIMMING POOL	10		$	872,880
1 FAMILY, MANUFACTURED HOME REPLACEMENT	0		$	-
1 FAMILY, MANUFACTURED HOME NEW	0		$	-
1 FAMILY, NEW CONSTRUCTION	45		$	12,028,927
2-FAMILY, NEW CONSTRUCTION	0		$	-
3-FAMILY, NEW CONSTRUCTION	0		$	-
3-FAMILY, FIRE REPAIR	5		$	186,820
3+FAMILY, FOUNDATION	0		$	-
3+FAMILY, ADD/ALT	1		$	65,000
GROUP QUARTERS	0		$	-
GROUP QUARTERS	0		$	-
GROUP QUARTERS	0		$	-
TOTAL	**132**		**$**	**16,668,234**

Permit Type	Permit Counts
RESIDENTIAL STORAGE CONTAINER	0
TEMPORARY ROLL-OFF, RESIDENTIAL	9
TEMPERARY ROLL-OFF, OTHER	6
SEASONAL STORAGE CONTAINER	0

DEMOS-RESIDENTIAL	NET # DU
209 W. APACHE ST	-1
765 JENKINS AVE.	-1
11717 ALAMEDA ST	-1
TOTAL DEMO-NET DWELLING UNITS	**-3**

City of Norman
BUILDING PERMITS AND INSPECTIONS

NON-RESIDENTIAL BUILDING PERMITS
Issued May 2022- Sorted by Permit Type

Permit Type	Contractor	Tenant Name	Permit #	Issued	Street #	Dir	Street Name	Street Type	Lot	Block	Subdivision	Zoning	Valuation	Project Area
COMMERCIAL, ADD/ALT	TIMBERLAKE CONSTRUCTION	ARVEST BANK REMODEL	291	5/9/2022	1355	W	LINDSEY	ST	1	1	SECURITY ADD	C2	$ 800,000	8130
COMMERCIAL, ADD/ALT	ENGLAND, DENNIS	MEDICAL MARIJUANA GROW	930	5/13/2022	3595	E	STATE HWY 9		3	2W	NOT SUBDIVIDED	A2	$ 450,000	7835
COMMERCIAL, ADD/ALT	GEDDES-ARMSTRONG CONSTRUCTION,	OEC MEETING ROOM RENOVATION	1182	5/10/2022	2520		HEMPHILL	DR	1	1	OEC HEMPHILL	C1	$ 500,000	9042
COMMERCIAL, ADD/ALT	SBA COMMUNICATIONS CORPORATION	T-MOBILE ANTENNA	1472	5/3/2022	7597		ALAMEDA	DR	29	1W	NOT SUBDIVIDED	A2	$ 25,000	100
COMMERCIAL, ADD/ALT	CBR COMMERCIAL CONTRACTING	STRETCHLAB	1762	5/11/2022	1636		24TH	AVE	1	2	UNIVERSITY NORTH PARK SEC 1	PUD	$ 90,000	1342
COMMERCIAL, ADD/ALT	RAINIER UTC ACQUISITIONS, LLC	HIDEAWAY PIZZA AWNING	1715	5/12/2022	1353		24TH	AVE	1	1	UNIVERSITY NORTH PARK SEC 5	PUD	$ 10,000	365
COMMERCIAL, ADD/ALT	ALLISON'S FUN INC	SHARKEY'S REMODEL	1621	5/17/2022	3451		36TH	AVE	6	3	MEDICAL PARK WEST SEC 3	PUD	$ 45,000	1266
COMMERCIAL, ADD/ALT	M.A.P WIRELESS	T-MOBILE ANTENNA	2038	5/24/2022	1098		168TH	AVE	28	1E	NOT SUBDIVIDED	A2	$ 15,000	150
COMMERCIAL, ADD/ALT	VELEX	AT&T ANTENNAS	2138	5/18/2022	1295		CROSSROADS	BLVD	4	1	TOWNE WEST VILLAGE	C2	$ 10,000	100
COMMERCIAL, ADD/ALT	CUPBOP	CUPBOS RESTAURANT REMODEL	2215	5/27/2022	757		ASP	AVE	55	2	LARSH'S UNIVERSITY ADD	C2	$ 8,000	1200
COMMERCIAL, FIRE REPAIR	SERVICEMASTER RESTORE BY RSI	SOONER THEATRE WATER REPAIR	1924	5/10/2022	110	E	MAIN	ST	5	6	NORMAN, ORIGINAL TOWNSHIP	C3	$ 240,814	12775
COMMERCIAL, INTERIOR FINISH	ASHTON GRAY, LLC	OLD SCHOOL BAGEL	1085	5/13/2022	3075		CLASSEN	BLVD	1C	1	SOUTH LAKE ADD #11	C3	$ 250,000	1789
COMMERCIAL, INTERIOR FINISH	LANDMARK FINE HOMES, LP	LANDMARK FINE HOMES OFFICE #101	4107	5/16/2022	4351		ADAMS	RD	3	3	FRANKLIN BUSINESS PARK SEC 3	C2	$ 155,000	2711
COMMERCIAL, INTERIOR FINISH	LANDMARK FINE HOMES, LP	LANDMARK FINE HOMES OFFICE #111	4108	5/16/2022	4351		ADAMS	RD	3	3	FRANKLIN BUSINESS PARK SEC 3	C2	$ 75,000	1356
COMMERCIAL, INTERIOR FINISH	LANDMARK FINE HOMES, LP	LANDMARK FINE HOMES OFFICE #121	4112	5/16/2022	4351		ADAMS	RD	3	3	FRANKLIN BUSINESS PARK SEC 3	C2	$ 75,000	1406
COMMERCIAL, NEW CONSTRUCTION	CROSSLAND CONSTRUCTION CO,INC.	CITY OF NORMAN SANITATION OFFICE	108	5/9/2022	2301		GODDARD	AVE	24	3W	CITY PROPERTY	I1	$ 1,700,000	5983
COMMERCIAL, NEW CONSTRUCTION	LANDMARK FINE HOMES, LP	FOOD AND SHELTER PANTRY	442	5/17/2022	213		REED	AVE	1	1	FOOD & SHELTER SEC #2	PUD	$ 1,600,000	7606
COMMERCIAL, NEW CONSTRUCTION	SUN CONSTRUCTION SERVICES	ARVEST BANK (REBUILD)	1063	5/11/2022	212	E	COMANCHE	ST	1	12	NORMAN, ORIGINAL TOWNSHIP	C3	$ 900,000	865
COMMERCIAL, NEW CONSTRUCTION	LANDMARK CONST. GROUP	CITY OF NORMAN HAZARDOUS WASTE FACILITY	1163	5/3/2022	3803	S	CHAUTAUQUA	AVE	7	2W	CITY PROPERTY	A2	$ 130,000	416
COMMERCIAL, NEW CONSTRUCTION	L WALLACE CONST.	RAPID CAR WASH	5233	5/9/2022	1212	N	FLOOD	AVE	1	1	NORTH FLOOD ADD	C2	$ 1,300,000	4367
COMMERCIAL, NEW CONSTRUCTION	PRECISION BUILDERS, LLC.	THE VIRTUE CENTER	5488	5/18/2022	2457		WILCOX	DR	15	1	ENERGY SQUARE	C2	$ 2,800,000	14400
COMMERCIAL, NEW SHELL BLDG	WINDSTONE CONSTRUCTION	WINDSTONE CONSTRUCTION SHELL	1459	5/25/2022	3500		WELLSITE	DR	7	7	NORTHRIDGE IND PARK #3	I1	$ 300,000	5000
COMMERCIAL, NEW SHELL BLDG	LANDMARK FINE HOMES, LP	LANDMARK FINE HOMES SHELL #28	4106	5/16/2022	4351		ADAMS	RD	3	3	FRANKLIN BUSINESS PARK SEC 3	C2	$ 700,000	5473
TEMPORARY BLDG/CONST TRAILER	CROSSLANDS CONSTRUCTION	CROSSLAND CONSTRUCTION	2060	5/20/2022	2301		GODDARD	AVE	24	3W	CITY PROPERTY	I1	$ 10,000	160
TEMPORARY BLDG/CONST TRAILER	DAVID CADDELL CONSTRUCTION	DAVID CADDELL CONSTRUCTION	1755	5/2/2022	9610		ALAMEDA	DR	27	1W	NOT SUBDIVIDED	A2	$ 1,000	240
TEMPORARY BLDG/CONST TRAILER	OKC TENTS AND MOORE	LANDERS CHEVROLET TENT	1987	5/13/2022	1221		ED NOBLE	PKY	1	1	NORMAN AUTOMOTIVE BUSINESS PK	C2	$ 1,831	3200
TEMPORARY BLDG/CONST TRAILER	OWNER	VICTORY FAMILY CHURCH TENT	2143	5/20/2022	4343	N	FLOOD	AVE	1	1A	VICTORY FAMILY CHURCH ADDITION	I1	$ -	1600
TEMPORARY BLDG/CONST TRAILER	COLONY FINE HOMES, LLC.	COLONY FINE HOMES	2205	5/23/2022	2905		CARETTA	CT	4	2	TURTLE CROSSING	PUD	$ 10,000	160

TOTAL PERMITS 28

AVERAGE VALUATION
TOTAL VALUATION

AVERAGE PROJECT AREA
TOTAL PROJECT AREA

Permit Type	Permit Counts	Valuation
COMMERCIAL, ADD/ALT	10	$ 1,953,000
COMMERCIAL, FOUNDATION PERMIT	0	$ -
COMMERCIAL, FIRE REPAIR	1	$ 240,814
COMMERCIAL, INTERIOR FINISH	4	$ 555,000
COMMERCIAL, NEW CONSTRUCTION	6	$ 8,430,000
COMMERCIAL, NEW SHELL BLDG	2	$ 1,000,000
COMMERCIAL, PARKING LOT	0	$ -
TEMPORARY BLDG/CONST TRAILER	5	$ 22,831
TOTAL	28	$ 12,201,645

New Construction Business Information (New Construction and New Shell Building)

Building Size (SF)	Use/Classification	Business
5,983	INSTITUTIONAL	CITY OF NORMAN SANITATION OFFICE
7,606	INSTITUTIONAL	FOOD AND SHELTER PANTRY
865	INSTITUTIONAL	ARVEST BANK (REBUILD)
416	INSTITUTIONAL	CITY OF NORMAN HAZARDOUS WASTE FACILITY
4,367	COMMERCIAL	RAPID CAR WASH
14,400	OFFICE	THE VIRTUE CENTER

POLICE 11

NORMAN POLICE DEPARTMENT

MONTHLY DEPARTMENT OVERVIEW

@normanokpd

May | 2022

MONTHLY ACTIVITY OVERVIEW

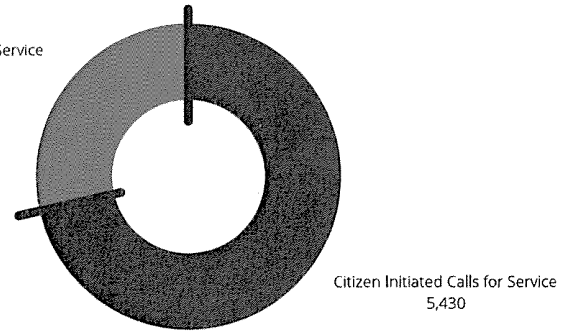
SUMMARY OF REPORTED CRIMES	2022	5-YEAR AVERAGE	2021
MURDER	0	0	1
SEXUAL ASSAULTS	23	13	13
ROBBERY	5	4	0
AGGRAVATED ASSAULTS	15	18	19
BURGLARY OF BUILDING	33	51	43
LARCENY/THEFT	249	248	246
MOTOR VEHICLE THEFT	24	34	40
ARSON	1	0	0
KIDNAPPING	1	2	3
FRAUD/FORGERY	79	72	72
DUI/APC	32	43	28
PUBLIC INTOXICATION	46	50	38
RUNAWAYS	22	27	14
DRUG VIOLATIONS	50	79	29
THREATS/HARASSMENT	47	31	44
VANDALISM	106	78	75
OTHER	466	483	491
TOTAL REPORTED CRIME	**908**	**892**	**848**
TOTAL ARRESTS:	**510**	**585**	**440**
PROTECTIVE CUSTODY:	92	111	117
TOTAL CASE REPORTS*	**1,061**	**1,097**	**1012**
COLLISIONS	**140**	**198**	**181**
FATALITY	0	0	1
INJURY	53	65	53
NON- INJURY	87	133	127
NUMBER OF PEOPLE INJURED	66	96	72
CITATIONS & WARNINGS	**1,537**	**4,040**	**1,762**
TRAFFIC CITATIONS	514	1,206	582
TRAFFIC WARNINGS	782	1,785	684
PARKING CITATIONS & WARNINGS	241	1048	496

COMMUNICATIONS CENTER ACTIVITY OVERVIEW

911 CALLS TAKEN: 6,468
NON-EMERGENCY CALLS TAKEN: 17,424

TOTAL INCOMING CALLS: 25,350
TOTAL CALLS FOR SERVICE GENERATED: 10,920
POLICE CALLS FOR SERVICE: 7,592
OFFICER INITIATED: 2,162
CITIZEN INITIATED: 5,430

OTHER CAD ACTIVITY:
NORMAN FIRE: 1,451
EMSSTAT: 1,838



INVESTIGATIONS ACTIVITY

CASES CURRENTLY OPEN *(2020 TO PRESENT)*: 314

CASES ASSIGNED DURING THE CURRENT REPORTING PERIOD: 180

CASES CLOSED DURING REPORTING PERIOD: 660
CLEARED BY ARREST / WARRANT: 23
CLEARED BY EXCEPTION: 49
COP FOLLOW-UP: 10
DEACTIVATED: 518
DEACTIVATED DUE TO STAFFING: 42
UNFOUNDED: 6

ANIMAL WELFARE

INTAKES: 224
LIVE RELEASES: 220
LIVE OUTCOME RATE: 93.8%
ANIMALS FOSTERED: 129
ANIMALS LICENSED: 70
VOLUNTEER HOURS: 396

RECORDS

CUSTOMER SERVICE CONTACTS: 1,735
IN-PERSON CONTACTS: 937
PHONE CONTACTS: 798

DEPARTMENT STAFFING

AUTHORIZED COMISSIONED OFFICER POSITIONS: 171
CURRENT COMMISSIONED OFFICERS: 156 *(10 VACANCIES | 5 IN POLICE ACADEMY)*
OFFICERS AVAILABLE FOR ASSIGNMENT: 146
13 ARE UNAVAILABLE DUE TO OJI, LONGTERM MEDICAL; MILITARY LEAVE; FIELD TRAINING

AUTHORIZED NON-COMMISSIONED POSITIONS: 71
INCLUDES ANIMAL WELFARE, DISPATCH, PARKING SERVICES, RECORDS, AND ADMINISTRATIVE TECHNICIANS
CURRENT NON-COMMISSIONED POSITIONS: 60 *(11 VACANCIES)*

Norman Animal Welfare Monthly Statistical Report
May 2022

IN SHELTER ANIMAL COUNTS

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	56	100	156	107	70	177	21	13%
Ending	54	107	161	83	141	224	63	39%

ANIMAL INTAKES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	97	77	174	101	108	209	35	20%
Owner Relinquish	9	6	15	6	29	35	20	133%
Owner Intended Euth	1	0	1	0	1	1	0	0%
Transfer In	0	7	7	0	0	0	(7)	-100%
Other Intakes*	8	8	16	13	4	17	1	6%
Returned Animal	9	2	11	9	3	12	1	9%
TOTAL LIVE INTAKES	124	100	224	129	145	274	50	22%

*Confiscate, Protective Custody, Born in Shelter, and all other infrequent entries

OTHER STATISTICS

	2021	Total	2022	Total	Comparisons Difference	Percent
Wildlife Collected (DOA)	0	0	0	0	0	#DIV/0!
Dog Collected (DOA)	1	1	2	2	1	100%
Cat Collected (DOA)	2	2	3	3	1	50%
Wildlife Transferred	0	0	0	0	0	#DIV/0!
Intake Horses	0	0	0	0	0	#DIV/0!
Intake Cows	0	0	0	0	0	#DIV/0!
Intake Goats	0	0	15	15	15	#DIV/0!
Intake Sheep	0	0	0	0	0	#DIV/0!
Intake Rabbits	0	0	40	40	40	#DIV/0!
Intake Pigs	0	0	30	30	30	#DIV/0!
Intake Other	70	70	67	67	(3)	-4%
TOTAL OTHER ITEMS	73	73	157	157	84	115%

LENGTH OF STAY (DAYS)

	2021	2022
Dog	8.7	13.7
Puppy	18.3	11.8
Cat	14.6	10.6
Kitten	8.6	7.4

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	170	19	0	189

Norman Animal Welfare Monthly Statistical Report
May 2022

LIVE ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	58	64	122	80	54	134	12	10%
Return To Owner	53	3	56	54	1	55	(1)	-2%
Transferred Out	10	12	22	4	3	7	(15)	-68%
Returned to Field	0	1	1	0	0	0	(1)	-100%
Other Outcome	0	0	0	0	0	0	0	#DIV/0!
TOTAL LIVE OUTCOMES	121	80	201	138	58	196	(5)	-2%

OTHER ANIMAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	1	10	11	0	9	9	(2)	-18%
Lost in Care	0	0	0	0	0	0	0	#DIV/0!
Shelter Euth	4	3	7	12	6	18	11	157%
Owner Intended Euth	1	0	1	0	1	1	0	0%
TOTAL OTHER OUTCOMES	6	13	19	12	16	28	9	47%

TOTAL OUTCOMES

	2021			2022			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	121	80	201	138	58	196	(5)	-2%
Total Other Outcomes	6	13	19	12	16	28	9	47%
TOTAL OUTCOMES	127	93	220	150	74	224	4	2%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
Medical - Sick	5	6	0	11	58%
Medical - Injured	1	1	0	2	11%
Behavior - Aggressive	6	0	0	6	32%
Behavior - Other	0	0	0	0	0%
TOTAL EUTHANASIA	12	7	0	19	

MONTHLY LIVE RELEASE RATE

2021	2022
91.8%	87.9%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS 12

DEPARTMENT OF PUBLIC WORKS
MONTHLY PROGRESS REPORT
CITY OF NORMAN, OKLAHOMA
May 2022

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed one (1) Short form Plat and one (1) Preliminary Plat for Planning Commission; two (2) Rural Certificates of Survey and one (1) Preliminary Plat to City Council. The Development Engineer reviewed 46 sets of construction plans and 7 punch lists. There were 157 permits reviewed and/or issued. Fees were collected in the amount of $12,752.13.

CAPITAL PROJECTS:

Alameda Street Widening Project:

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

Proposed improvements for the Alameda Street Project include:

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

The contractor's activities this month were as follows:

- Continued the water line installation on the north side of Alameda Street between Ridge Lake Drive and 36th Avenue East

36th Avenue Northwest Phase 2 Waterline Relocations Project- Tecumseh Road to Market Place:

The City of Norman conducted a bid opening on February 11, 2022, for the 36th Avenue Northwest Phase 2 Waterline Relocations Project. The low bidder was Matthews Trenching Co., Inc. of Oklahoma City, Oklahoma in the amount of $799,630.00. The Norman City Council awarded the project at the March 8, 2022 City Council Meeting. Construction began on April 18, 2022. This project has a 180-calendar day construction schedule. Staff estimates an October 2022 completion.

The project involves the following items:

- Relocation of approximately 5400 L.F. of 6", 8" and 12" waterline to alleviate conflicts with the future widening of 36th Avenue NW from Franklin Road to Market Place.

The contractor's activities this month were as follows:

- *Waterline installed between Market Place and Indian Hills Road*
- *Boring under Indian Hills Road complete*
- *Potholing of existing utilities Between Indian Hills Road and Pioneer Street to avoid conflicts*
- *Wet weather has caused several delays.*

Street Maintenance Bond Programs:

FYE 2022 Street Maintenance Bond – Urban Road Reconstruction – McCullough Street & Alley

Bids were opened March 24, 2022. Six bids were received and Parathon Construction LLC was the low bidder. The contract was awarded in the amount of $315,863.50 at the April 26, 2022 Council Meeting.

ONG has completed gas main relocation and is now working on services. Parathon began mobilizing on May 31st.

FYE 2022 Street Maintenance Bond – Urban Concrete – McGee Drive Concrete Pavement Repair
Bids were opened April 7, 2022. Eight bids were received and on May 24, 2022 the contract was awarded to Parathon Construction LLC in the amount of $403,235.

A pre-work conference was held on May 31st and a June 20th start date was agreed to.

Sidewalk Programs:
Sidewalk Programs:
FYE 2022 Annual Sidewalk Program. Bids were received on June 3, 2021. City Council awarded the contract to Nash Construction Co. in the amount of $313,109.00, on July 13, 2021. Change Order #1 increasing the Citywide contract amount of $56,665.00 by $45,000.00 was approved by City Council on September 28, 2021. Construction began August 10, 2021. The Schools and Arterials, Sidewalks & Trails, Sidewalk Accessibility and Downtown Sidewalk and Curbs projects are complete. To date, we've expended an estimated $103,529.04 on 51 Citywide projects, which includes the "50/50 program," and have another 14 projects in queue at an estimated cost of $24,529.51. Proposed Change Order #2 adding an additional $80,000.00 to the Citywide program is projected to meet City Council on January 18, 2022. If approved, this will extend the program until the end of FYE 2022, or until funds are depleted.

Citywide Sidewalk Reconstruction				
FYE 22 Projects Completed	**FYE 22 Citizen Contributions**	**Total Open Projects**	**Open Projects Estimate**	**Open Projects Scheduled: City Responsibility/Resident Participation**
51	$22,558.06	18	$33,767.46	3

FYE 2022 Capital Improvement Project – 24th Avenue NW. Bids were received on August 5, 2021 and the project was awarded to Parathon Construction by City Council on September 14, 2021. This project addresses a significant portion of the City of Norman's 2018 Americans with Disabilities Act Transition Plan. The 24th Avenue project area is large and is broken down into four phases. This construction addresses Phase I and includes significant repairs along a 1.1-mile sidewalk corridor on 24th Avenue NW, from Main Street to Robinson Street (east side) and comprises 1365 square yards of sidewalk repairs, 800 square yards of driveway approach reconstruction and 216 square yards of ramps and curb cuts. The project began November 8, 2021 and is currently 90% complete. Change Order #1 was approved by Council on December 14, 2021, which increased the contract amount by $120,066.00 enabling a continuation into Phase II of the project. Phase II consists of the same stretch as Phase I, but along the west side of 24th Avenue NW and is projected to begin March 1, 2022. Phase III and IV, which continues along the east and west sides of 24th Avenue SW, from Main Street to Lindsey Street will be programmed for future years.

During the month of April, the contractor has completed sidewalk, ADA ramps and driveways from W. Robinson St. to Hemphill Dr. Parathon Construction will continue with operations on the west side of 24th Avenue at the end of June.

PUBLIC TRANSIT
Public Transit Response to COVID-19 (coronavirus)
Below are actions that have continued to be taken by City and EMBARK staff altering transit service in response to COVID-19.

- Enhanced cleaning of vehicles.
- Suspended operations of route 144-Social Security. This route resumed service the week of May 3.

Battery Electric Bus Purchases
The City is currently in the process of purchasing 2 battery electric busses. A group of transit staff members visited the manufacture's facility at the beginning of November to perform a pre-production meeting. It is anticipated that staff will visit the facility again while the vehicles are on the assembly line to ensure the vehicle built matches specs. Staff anticipates receiving these vehicles in August/September 2022. Below is background information on both battery electric bus projects:

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

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

- The Go Norman Transit Plan was approved by resolution by Council at its June 22nd, 2021 meeting. Staff are continuing exploratory work on the next steps as recommended in the plan. Work this past week includes:
  - The acquisition of property downtown, 318-320 Comanche Street, to be used as a transit center, which Council approved the purchase sale agreement on January 18. The City and the seller finalized the sale process on March 4, 2022. Staff have completed a task order for on-call architectural and engineering services with McKinney Partnership Architects P.C., which was approved by City Council on May 10, 2022. The initial project kickoff meeting occurred on site the morning of May 13, 2022.
  - Staff have worked with Nelson/Nygaard, the consultant that worked with the City to create the Go Norman Transit Plan, on an amendment to their contract which was approved by Council on March 8, 2022. This amendment will make minor changes to the Go Norman Transit Plan to reflect the property at 320 Comanche Street to be used as a Transit Center, rather than The Depot. These updates are expected to be completed this summer.
  - On October 1, 2021 ACOG announced the grant cycle for their Air Quality Small Grant Program was open. This program seeks to improve air quality in Central Oklahoma by reducing reliance on single-occupancy vehicle trips. Small transportation infrastructure projects and transit improvements as well as projects focused on congestion relief efforts are all eligible. Staff submitted an application on November 19, 2021 requesting funding to install 80 new bus stops associated with the recommended route changes in the Go Norman Transit Plan. Council supported this application by approving a programming resolution on November 30, 2021 for the project. On January 13, 2022 the ACOG MPO Technical Committee recommended a list of projects be approved for funding, of which the City's was one of them. Then the ACOG MPO Policy Committee reviewed the list of projects on January 27, 2022 and approved them for funding. City staff have worked with ACOG on a contract agreement for the project which was brought to the March 8th Council meeting and approved. Staff are awaiting the changes to the Go Norman Transit Plan and planning further public hearings as required before moving forward with the bus stop changes.

Oklahoma Transit Association Spring 2022 Conference

- The City of Norman hosted the Oklahoma Transit Association's Spring Conference this year at the Embassy Suites in Norman between May 23-25, 2022. The conference included:
  - Approximately 114 attendees from 26 Oklahoma transit agencies.
  - Multiple informational breakout sessions to review and discuss topics such as electric vehicles, protecting transit technology from cyber-attacks, fuel solutions, employee recruitment and retention, and how transit providers can play a role in stopping human trafficking.
  - An industry expo floor with various possible business partners for transit professionals. Those offering services ranged from government agencies to companies, providing everything from transit vehicles to various transit technology solutions.
  - Mayor Breea Clark spoke during the opening session and later during the conference was awarded the Keith Leftwich Transit Champion of the Year Award. This award acknowledges someone who demonstrates a vested interest in the transit community through public service, volunteerism, or community engagement.
  - The closing session included a speech from Oklahoma Secretary of Transportation Tim Gatz.
- As part of the activities for the conference, attendees toured the new Transit/Public Safety Maintenance Facility, the Fred Jones Jr. Museum of Art, and historic Campus Corner.

Transit Monthly Performance Report
Attached is the transit performance report for April 2022.

STREETS DIVISION

CAPITAL PROJECTS:

CRUCE STREET-WYLIE ROAD TO MCGEE
Streets crews replaced damaged concrete panels on Cruce Street-Wylie Road to McGee. This repair required 29.50 cubic yards of concrete and resulted in over 96 square yards repaired.

SUMMIT VALLEY ADDITION
Streets crews replaced damaged concrete panels on Summit Valley Addition. This repair required 22.50 cubic yards of concrete and resulted in over 124 square yards repaired.

TECUMSEH ROAD: 156TH AVENUE NE TO 180TH AVENUE NE – DEEP PATCH
Streets crews worked a deep patch at Tecumseh Road: 156th Avenue NE to 180th Avenue NE and required 450.06 tons of asphalt for the repair.

ROCK CREEK ROAD: 156TH AVENUE NE TO 168TH AVENUE NE – DEEP PATCH
Streets crews worked a deep patch at Rock Creek Road: 156th Avenue NE to 168th Avenue NE and required 1883.13 tons of asphalt for the repair.

CONCRETE OPERATIONS:

2129 CRESTMONT STREET
Streets crews replaced concrete panels on 2129 Crestmont Street. This repair required 41 cubic yards of concrete and resulted in over 158 square yards repaired.

ASPHALT OPERATIONS:

9801 EAST BOYD STREET – DEEP PATCH
Streets crews worked a deep patch at 9801 East Boyd Street and required 111.50 tons of asphalt for the repair.

TECUMSEH ROAD BETWEEN 84TH AVENUE NE TO 96TH AVENUE NE – DEEP PATCH
Streets crews worked a deep patch at Tecumseh Road 84th Avenue NE to 96th Avenue NE and required 30.13 tons of asphalt for the repair.

OTHER:

MOWING OF ROADSIDE RIGHTS-OF-WAY
Streets Roadside Mowing crew continued their summer mowing schedule. During May, 2022, 138.50 miles of rural rights-of way and 3,178,174 sq. ft. of urban rights-of-way were mowed.

ROUTINE POTHOLE PATCHING OPERATIONS
This month approximately 3.29 tons of asphalt was utilized in routine pothole patching operations.

STORMWATER

WORK ORDER RESPONSE
Stormwater Division received 14 work order requests and closed 14 work orders.

INFRASTRUCTURE MAINTENANCE
The Infrastructure Maintenance crew cleared a ditch along Oklahoma Ave. The Infrastructure crew completed a job at 112 Highland Terrace, repairing a sinkhole by pulling forms and backfilling. The Infrastructure Maintenance crew repaired a washout at Vicksburg channel. The crew sealed the new pipes installed at Alameda and 168th. The crew also located a leaking pipe on Westridge Terrace and scheduled it for repair. The crew attended CPR training. The Infrastructure Maintenance crew checked 2,990 inlets and cleaned 722 inlets in Wards 7, 2, and 4, totaling 5.75 tons of debris removed from street inlets.

CHANNEL MAINTENANCE

The Channel Maintenance crew removed debris from Merkle Channel, Bishop Creek, Colonial Estates, and Brooks and I-35, which resulted in 31 tons of debris removed. The Channel Maintenance crew removed 1 ton of debris from Sundance Court flume and Ed Noble. The crew attended CPR training. The Channel Maintenance Crew mowed 1.4 million square feet of stormwater channels during the month of May. The crew checked 1,131 inlets and cleaned 354 inlets in Ward 3, totaling 5.75 tons of debris removed from street inlets.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

The Street Sweeping crew swept 295 lane miles in May resulting in the removal of approximately 76.48 tons of debris from various curb lined streets throughout the city. The Street Sweeping crew also attended CPR training. The litter crew removed more than 11.48 tons of litter from channels and ROW in the City of Norman. The crew checked 1131 inlets and cleaned 353 inlets totaling 4 tons of debris removed. The Street Division assisted inlet operations, checked 2,040 inlets, and cleaned 489 inlets totaling 4.25 tons of debris removed from street inlets.

STORMWATER OKIE LOCATES

During the month of May, 3898 Call 811 Okie Spots were received. Of those requests, 92 were stormwater pipe locates, 64 were marked, and 752 were referred to other departments.

CONSTRUCTION SITE STORMWATER MANAGEMENT

Performed 131 inspections of 122 active sites.

Issued 0 citations and 5 NOV to active sites.

Issued 0 Earth Change Permits to new projects.

MS4 OPERATIONS

Received and responded to 13 citizen calls.

On May 3, Ms. Chao attended the Lake Thunderbird Partnership meeting where members discussed plans to offer a Boy Scout merit badge opportunity at the fall clean-up events.

On May 6, Ms. Chao facilitated a watershed clean-up event, in partnership with Garver, at Ruby Grant Dog Park where 51 lb. of trash were removed from the watershed.

On May 7, Ms. Chao and Ms. Boteler facilitated a watershed clean-up event at Lake Thunderbird State Park where 98 lb. of trash were removed from the watershed.

On May 11, Ms. Chao attended the City of Oklahoma City's Industrial Stormwater workshop.

On May 15, Ms. Chao and Ms. Amy Shepard attended the Mayor's walkthrough of the 2022 Artful Inlets installations in Lions Park.

On May 17, Ms. Chao conducted the municipal good housekeeping inspection at the Traffic Control Division.

On May 18, Ms. Chao attended the Green Country Stormwater Alliance training workshop focusing on illicit discharge and monitoring requirements in OKR04.

On May 19, Ms. Chao attended a meeting with Michele Loudenback, Jason Olsen, James Briggs, and Veronica Tracy to discuss opportunities to partner with Parks and identify potential locations for the 2023 Artful Inlets installation.

On May 19, Ms. Chao attended the Oklahoma Compost and Sustainability meeting to plan the 2022 Oklahoma Compost Conference.

On May 20, Mr. Jason Murphy, Ms. Chao, and the entire Stormwater Division attended the APWA National Public Works Week clean-up event at NE Lions Park where 80 lb. of trash were removed from the watershed.

On May 24, Mr. Murphy and Ms. Chao attended a lunch and learn highlighting Stormwater System's products such as the Bandalong Litter Trap and StormX.

On May 24, Ms. Chao attended a meeting with Michele Loudenback, Erinn Gavaghan, and Debby Williams to discuss closing thoughts about the 2022 Artful Inlets installations, potential maintenance issues with past installations, and ideas for 2023 locations.

On May 25, Mr. Murphy and Ms. Chao facilitated, and presented at, the Norman Builders Workshop.

On May 26, Ms. Chao participated in a panel on municipal stormwater requirements at the Water & Environmental Summit.

On May 27, Ms. Chao conducted the municipal good housekeeping inspection at the Water Reclamation Facility.

On May 27, Mr. Murphy attended a meeting and performed field recon with the USGS, Bureau of Reclamation and OWRB to coordinate sampling efforts for stormwater sampling related to Lake Thunderbird TMDL and IPR.

FLEET DIVISION

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

FUEL REPORT

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

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

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

MAINTENANCE REPORT

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

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

Total Parts Sold: This is the sum of Repair Parts and Tires Sold added together.

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

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

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

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

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

PRODUCTIVITY REPORT

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

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

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

May 2022
DEVELOPMENT COORDINATION, ENGINEERING AND PERMIT REVIEW

Subdivision Development:

FYE 2022 Associated Fees

Planning Commission/Dev Comm Review:		This Month	Last Month	FY Total
*Norman Rural Cert of Survey…	0			
*Final Plats……	0			
*Preliminary Plats……	1			
*Short Form Plat……	1			
*Center City Form Based Code..	0			
*Concurrent Constr. Request….	0			
City Council Review:				
Certificate of Survey……	2			
Preliminary Plat……	1			
Final Plats …….	0			
Certificate of Plat Correction……	0			
Encroachment……	0			
Easements……	0			
Closure……	0			
Release of Deferral……	0			
		$ 10,830.00		
Development Committee:				
Final Plats……	0			
Fee-In-Lieu of Detention……	0	$0.00		
Subtotal:		$10,830.00	$16,094.50	$81,619.50

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family……	39			
***Commercial……	8			
Multi-Family……	0			
Addition/Alteration……	31			
House Moving……	1			
Paving Only……	11			
Storage Building……	27			
Swimming Pool……	6			
Storm Shelters……	21			
Public Improvements……	0			
Temporary Encroachments……	1			
Fire Line Pits/Misc……	0			
Franchise Utilities ……	9			
Other revenue	0	$0.00	$0.00	
Flood Plain (@$100.00 each)……	0	$0.00	$100.00	$1,300.00
Total Permits……		$1,922.13	$7,999.99	$51,644.97
Grand Total……		$12,752.13	$10,754.99	$134,674.47
****Construction Plan Review Occurrences**		46	30	286
*****Punch Lists Prepared**……		7	4	52

* All Final Plat review completed within ten days…… PI # 13

** All Single Family Permits were reviewed and completed within three days…..PI # 10

*** All Commercial Permits were reviewed and completed within seven days..... PI # 11

**** All Construction Plans were reviewed within ten days……PI # 12

*****All Punch Lists prepared within one day of Final Inspection……PI # 8

May 2022

DEVELOPMENT COORDINATION, ENGINEERING, AND PERMIT REVIEW

KEN DANNER/TODD McLELLAN/JACK BURDETT

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
PI #8 PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	7	100%
PI #10 SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	39	100%
PI #11 COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	8	100%
PI #12 CONSTRUCTION PLAN REVIEW W/I 10 DAYS	46	100%
PI #13 FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	1	100%

EMBARK NORMAN

PERFORMANCE REPORT

City of Norman
Public Works Department

Summary of Services Table: April 2022

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

EMBARK Norman Service Summary	ADP Apr FY22	FY22 YTD	FY21 YTD		Service Profile	Apr FY22	Apr FY21	Mar FY22
Fixed Routes (M-F)	977	187,516	146,350		Weekdays	21	22	23
Fixed Routes (Sat)	435	15,843	11,588		Saturdays	5	4	4
PLUS (M-F)	95	16,880	12,838		Gamedays	1	1	0
-Zone 1*	77	13,395	10,142		Holidays	0	0	0
-Zone 2**	18	3,485	2,696		Weather	2	1	1
PLUS (Sat)***	26	683	449		Fiscal YTD Days	255	251	229
					Cal. YTD Days	101	102	75

* Requires ¾ mile

**Operates only on Weekdays until 7:00 pm

***Operates only in Zone 1

Strategic Performance Measures

MEASURE	FY 22 YTD	FY 22 Targets	
# of Norman fixed-route passenger trips provided	203,359	265,054	▲
# of Norman paratransit trips provided	17,563	19,000	■
% of on-time Norman paratransit pick-ups	98.48%	95.00%	●
# of Norman bus passengers per service hour, cumulative	12.82	13.14	●
# of Norman bus passengers per day, average	796	*N/A**	*N/A**
% of Norman required paratransit pick-ups denied due to capacity	0.01%	*N/A**	*N/A**

*These LFR targets are unavailable for this fiscal year. We hope to have them for FY23.

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2022

STREET DIVISION					
	FYE 2022 May 2022	FYE 2022 May 2022	Year to Date	Year to Date	FYE 2022
PERFORMANCE INDICATORS	**ACTUAL**	**PERCENT**	**ACTUAL**	**PERCENT**	**PROJECTED**
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%
Patch potholes smaller than one cubic foot within 24 hours	100%	100%	100%	100%	95%
(tons of material used)	3.29		63.59		
Overlay/pave 10 miles per year.	-	0%	12.25	123%	100%
Replace 2,000 square yards of concrete pavement panels	202.00	10%	3,341.50	167%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	-	0%	114.50	27%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	3,178,174.00	25%	19,312,929.50	152%	100%
Mow 148 miles of Rural Right-of-way three times per year	138.50	31%	1,295.50	292%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	0%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	0%	0%
Bridge - Maintain 5 non-deficient bridges in a year	-	0%	-	0%	0%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%	-	0%	0%
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%
Bond Program - Complete all selected projects for the bond year within the same fiscal year	-	0%	-	0%	0%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2022

STORMWATER DIVISION	FYE 2022 May, 2022	FYE 2022 May, 2022	Year to Date	Year to Date	FYE 2022
PERFORMANCE INDICATORS	**ACTUAL**	**PER CENT**	**ACTUAL**	**PER CENT**	**PROJECTED**
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	295.00	59%	4,573.00	76%	50%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	6,619.00	66%	15,959.00	160%	70%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	1,406,942.00	10%	6,524,216.00	48%	90%
Apply chemical vegetative control to open drainage channels, one time per year.	-	0%	-	0%	90%
Permit all earth disturbing operations over 1 acre in size.	-	95%	27.00		95%
Permit all floodplain activities as appropriate.	-	0%	15.00		100%
Submit all necessary reports and documentation as required to comply with state stormwater regulations within 15 days of deadlines. (1)	-	0%	1.00		100%
Perform erosion control inspections of permitted sites within 30 days.	131.00	107%	1,187.00		100%
Respond to stormwater complaints within 24 hours of the time reported	13.00	100%	205.00		100%
Inspect City facilities identified as potential stormwater pollution sources.	1.00	17%	2.00		50%
Inspect stormwater outfalls.	-	0%	20.00		100%

FLEET MANAGEMENT
INVENTORY
May 2022

FUEL

WESTWOOD GOLF	566.3	gallons	DIESEL	@	2.830	$ 1,602.63
WESTWOOD GOLF	592.7	gallons	UNLEADED	@	2.790	$ 1,653.63
NORTH BASE	3,665.5	gallons	UNLEADED	@	3.840	$ 14,075.70
NORTH BASE	6,039.2	gallons	DIESEL	@	3.920	$ 23,673.48
FIRE STATION #5	281.4	gallons	UNLEADED	@	3.660	$ 1,030.03
FIRE STATION #5	83.4	gallons	DIESEL	@	4.070	$ 339.44
FIRE STATION #6	225.8	gallons	DIESEL	@	3.960	$ 894.17
FIRE STATION #6	160.4	gallons	UNLEADED	@	3.900	$ 625.56
BULK TANKS	1,200.0	gallons	DIESEL	@	3.920	$ 4,704.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	4,700.1	$ 17,384.93
DIESEL	8,114.7	$ 31,213.71

PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT

May 2022

IN GALLONS **FYE 2022** **FUEL REPORT**

	UNLEADED PURCHASED	DIESEL PURCHASED	CNG PURCHASED
Internal pumps	17,303.00	18,048.00	18,332.72
Outside - sublet	749.00	309.00	5,323.30
TOTAL	**18,052.00**	**18,357.00**	**23,656.02**

TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
Consumption	**20,668.86**	**20,357.56**	**37,771.32**	**5,323.30**

FYE 2022 TO DATE CONSUMPTION

TOTAL	UNLEADED CONSUMED	DIESEL CONSUMED	CITY CNG CONSUMED	PUBLIC CNG CONSUMED
Consumption	**229,122.68**	**233,036.63**	**346,405.09**	**56,399.03**

INTERNAL PRICE PER GALLON:					EXTERNAL PRICE PER GALLON:				
UNLEADED	High	$3.84	Low	$3.46	UNLEADED	High	$3.90	Low	$3.52
DIESEL	High	$4.33	Low	$3.79	DIESEL	High	$4.07	Low	$3.96
CNG	High	$1.19	Low	$0.84	CNG	High	$1.89	Low	$1.49

FASTER CONSUMABLE PARTS PURCHASED	
REPAIR PARTS	$70,922.71
BATTERIES	$1,774.46
OILS/FLUIDS	$8,422.31
TIRES	$13,131.14
SUBLET REPAIRS	**$2,077.50**
TOTAL SPENT ALL parts/sublet	**$96,328.12**

PUBLIC CNG SALES	
Month Total Public CNG Sales	$10,013
FYE 2022 To Date Public Sales	$79,978
LIFE TO DATE CNG GAS GALLON EQUIVALENT	
Total Sold Gallons Life To Date	1,015,964
Total Gross Sales Life To Date	$1,461,583
Life To Date CNG Gas Gallon Equivalent	
Total Public/City **Through-Put CNG Gallons** @ Station	2,827,365

Light Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	4	1	2	58
EMERGENCY ROAD CALLS	8	2	2	71
PM SERVICES	79	73	73	1,301
INCLEMENT WEATHER	0	0	0	26
WORK ORDERS	221	189	241	3,632
SCHEDULED REPAIRS	86	80	80	1,462
NON SCHEDULED REPAIRS	78	109	100	1,232

Heavy Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	6	3	7	100
EMERGENCY ROAD CALLS	24	27	28	287
PM SERVICES	38	34	44	580
INCLEMENT WEATHER	0	0	2	66
WORK ORDERS	183	221	200	3,164
SCHEDULED REPAIRS	40	35	44	710
NON SCHEDULED REPAIRS	114	186	113	1,881

Transit Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	0	1	1	26
EMERGENCY ROAD CALLS	3	2	3	16
PM SERVICES	6	14	11	139
INCLEMENT WEATHER	0	0	0	6
WORK ORDERS	83	60	66	986
SCHEDULED REPAIRS	7	15	11	130
NON SCHEDULED REPAIRS	66	45	53	734

EVT Shop	CURRENT MONTH	LAST MONTH	Two Months Ago	YEAR TO DATE
ROAD SERVICE	2	2	4	23
EMERGENCY ROAD CALLS	1	1	3	12
PM SERVICES	7	7	6	47
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	27	23	22	155
SCHEDULED REPAIRS	9	10	13	70
NON SCHEDULED REPAIRS	11	13	3	40

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	12	7	14	194
EMERGENCY ROAD CALLS	36	32	36	374
PM SERVICES	130	132	137	1998
INCLEMENT WEATHER	0	0	2	99
WORK ORDERS	524	505	545	7929
SCHEDULED REPAIRS	142	144	151	2319
NON SCHEDULED REPAIRS	275	361	275	3859

PUBLIC WORKS
FLEET DIVISION
Technician Productivity
Report

FYE 2022

May 2022

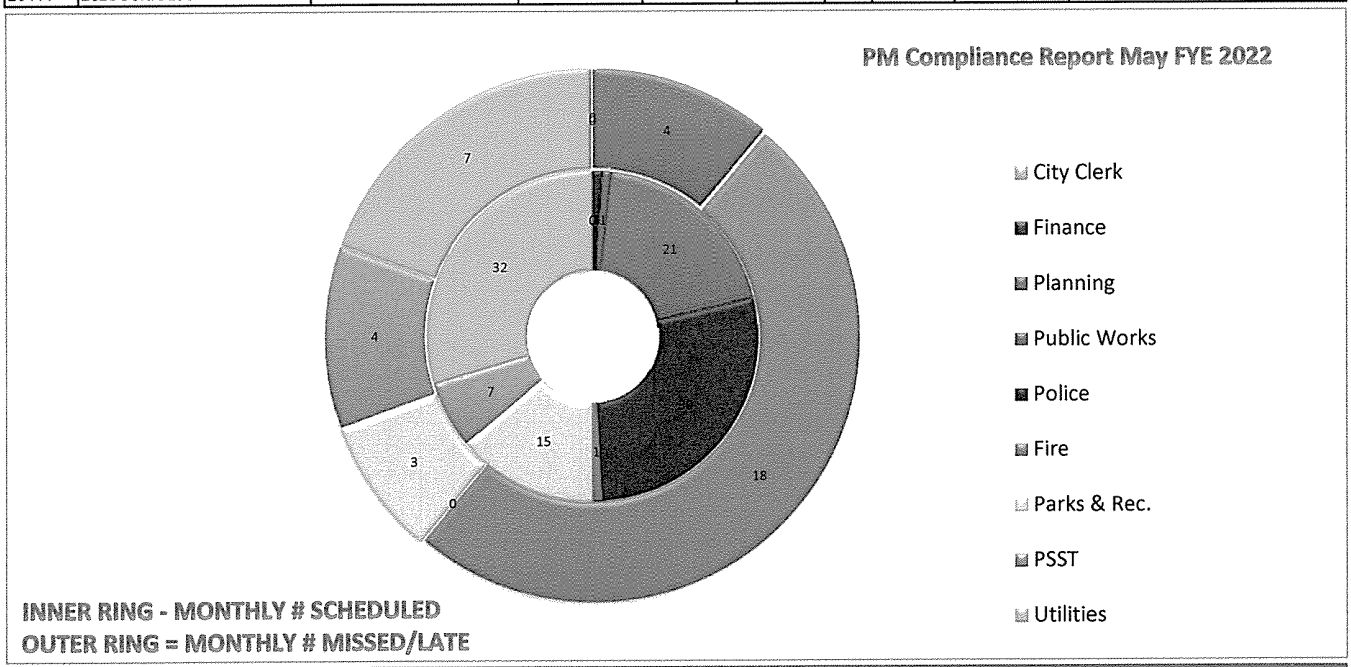
MECHANIC	DIRECT LABOR HOURS	PRODUCTIVITY GOAL	INDIVIDUAL PRODUCTIVITY *ACTUAL*	*DIFFERENCE*
# 001	146.69	72%	*107.5%*	*35.5%*
# 002	113.36	72%	*83.0%*	*11.0%*
# 003	93.96	72%	*68.8%*	*-3.2%*
# 004	75.74	72%	*55.5%*	*-16.5%*
# 006	114.96	72%	*84.2%*	*12.2%*
# 007	125.13	72%	*91.7%*	*19.7%*
# 008	94.51	72%	*69.2%*	*-2.8%*
# 009	92.56	72%	*67.8%*	*-4.2%*
# 010	153.39	72%	*112.4%*	*40.4%*
# 011	102.52	72%	*75.1%*	*3.1%*
# 012	131.98	72%	*96.7%*	*24.7%*
# 013	134.98	72%	*98.9%*	*26.9%*
# 018	95.61	72%	*70.0%*	*-2.0%*
# 021	116.18	72%	*85.1%*	*13.1%*
# 028	92.55	72%	*67.8%*	*-4.2%*
# 031	28.03	72%	*20.5%*	*-51.5%*
# 037	145.95	72%	*106.9%*	*34.9%*
#038	24.33	72%	*83.2%*	*11.2%*

DIRECT LABOR HOURS	1882.43
TOTAL AVAILABLE HOURS	2457.00
PRODUCTIVITY GOAL	72.0%
ACTUAL PRODUCTIVITY	**76.6%**

PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
May FYE 2022

Currently Past Due:

Unit #	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past		ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
POLICE										
1141	2017 Ford Interceptor	Patrol	65032	63036	-1996	miles	3/7/2022	Light Repair	PM-G	**10/15/2019**
1188	2015 Polaris Ranger	Patrol	1031	854	-177	hours	4/19/2022	Light Repair	PM-D	**4/17/2021**
STREETS										
0119	2017 John Deere Grader	Streets	875	873	-2	hours	4/18/2022	Heavy Repair	PM-C	**6/3/2021**
0131	2009 Ingersoll SX-170H	Streets	6/1/2022	4/27/2022	-35	days	4/27/2022	Light Repair	PM-C	**4/27/2021**
669P	2002 Buyers Snowdogg	Streets	6/1/2022	4/27/2022	-4	days	4/27/2022	Light Repair	PM-B	**10/27/2021**
21167	2020 Peterbilt Dump Truck	Streets	998	605	-393		5/4/2022	Heavy Repair	PM-D	**11/18/2021**
0677	2002 Ford F350	Streets	151282	150185	-1097	Miles	05/24/202	Light Repair	PM-C	**8/18/2021**
FIRE										
0001	2018 Ford F150	Prevention	47352	43434	-3918	miles	3/21/2022	Light Repair	PM-C	**10/4/2021**
UTILITIES										
0557	2017 John Deere Gator	Water Treatment	6/1/2022	3/15/2022	**-78**	Days	3/22/2022	Light Repair	PM-C	**9/15/2021**
SANITATION										
281T	2019 Holt Trailer	Commercial	6/1/2022	1/28/2021	**-489**	hours	3/19/2021	Heavy Repair	PM-A	**1/27/2020**
0282	2014 Ford F350	Residential	133035	129417	**-3618**	hours	3/4/2022	Heavy Repair	PM-C	**9/30/2021**
0282	2014 Ford F350	Residential	133035	125267	**-7768**	hours	3/4/2022	Heavy Repair	PM-N	**4/8/2020**
0294	2020 Peterbilt 389	Waste	144619	134253	**-10366**	miles	5/2/2022	Heavy Repair	PM-D	**3/9/2022**
PARK MAINTENANCE										
441BU	2020 Patriot Crane	Park Maintenance	6/1/2022	1/1/2022	**-151**	days	2/1/2022	Light Repair	PM-C	**1/1/2021**
0420	1998 IHC 4700 Winch Truck	Park Maintenance	37735	36838	**-897**	miles	4/11/2022	Heavy Repair	PM-C	**9/21/2021**
406B	2011 John Deere Rotary Cutt	Park Maintenance	6/1/2022	3/29/2022	**-64**	days	4/14/2022	Heavy Repair	PM-B	**3/29/2021**
0430	2010 John Deere 310SJ	Park Maintenance	3640	3662	**22**	hours	5/16/2022	Heavy Repair	PM-D	**1/20/2022**
21444	2021 Ford F250	Park Maintenance	6873	4000	**-2873**	miles	2/16/2022	Light Repair	PM-C	**N/A**



Department	Scheduled	Missed/Late	% Late
City Clerk	0	0	0.0%
Finance	1	0	0.0%
Planning	1	0	0.0%
Public Works	21	4	19.0%
Police	30	18	60.0%
Fire	1	0	0.0%
Parks & Rec.	15	3	20.0%
PSST	7	4	57.1%
Utilities	32	7	21.9%
Citywide Total	**108**	**36**	**33.3%**

PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
May FYE 2022

Industry Standard Compliance: Not To Exceed 5%

Department/Division	Number of PMs Scheduled	Number of PMs Completed On Time	Number of PMs Completed LATE	Number of PMs Still Past Due	Current % PENDING	YearToDate Non-Compliance Trend
CITY CLERK						
CITY COUNCIL					0%	0%
BUILDING ADMINISTRATION					0%	0%
MUNICIPAL COURT						
MUNICIPAL COURT					0%	0%
INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY	1		1	1	100%	200%
HUMAN RESOURCES					0%	0%
HUMAN RESOURCES					0%	67%
					0%	0%
FINANCE						
METER SERVICES	1	1			0%	0%
PLANNING						
PLANNING	1	1			0%	0%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE					0%	0%
PUBLIC WORKS						
ENGINEERING	1	1			0%	21%
STREETS	12	9	1	3	25%	50%
STORMWATER	5	5			0%	40%
TRAFFIC	1	1			0%	100%
STORMWATER QUALITY					0%	0%
FLEET	2	2			0%	0%
TRANSIT					0%	200%
POLICE						
ANIMAL CONTROL	4	3	1	1	25%	120%
POLICE ADMINISTRATION	2		2	2	100%	850%
POLICE STAFF SERVICES	2	1	1	1	50%	250%
POLICE CRIMINAL INVESTIGATIONS	1	1			0%	42%
POLICE PATROL	18	12	5	5	28%	78%
POLICE SPECIAL INVESTIGATIONS	3	3			0%	0%
POLICE EMERGENCY COMMUNICATIONS					0%	0%
FIRE						
FIRE ADMINISTRATION					0%	160%
FIRE TRAINING					0%	29%
FIRE PREVENTION					0%	8%
FIRE SUPPRESSION	1	1			0%	0%
FIRE DISASTER PREPAREDNESS					0%	0%
PARKS & RECREATION						
PARK MAINTENANCE	14	11		3	21%	13%
PARKS & RECREATION					0%	0%
CUSTODIAL					0%	0%
FACILITY MAINTENANCE	1	1			0%	138%
PARKS FORESTRY					0%	0%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	7	5	2	2	29%	57%
PSST POLICE CRIMINAL INVESTIGATIONS					0%	0%
PSST FIRE SUPPRESION					0%	0%
CDBG						
PLANNING CDBG					0%	0%
UTILITIES WATER						
UTILITIES ADMINISTRATION					0%	0%
WATER TREATMENT PLANT	1			1	100%	100%
WATER PLANT	2			2	100%	850%
WATER PLANT WELLS	2		2	1	50%	150%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN.					0%	0%
WATER LINE MAINTENANCE	8	8			0%	0%
UTILITIES INSPECTOR					0%	0%
UTILITIES WRF						
WRF ADMIN					0%	0%
WRF INDUSTRIAL					0%	0%
WRF BIOSOLIDS					0%	0%
WRF OPERATIONS					0%	0%
SEWER LINE MAINTENANCE	5	5			0%	380%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	2	2			0%	250%
SANITATION COMMERCIAL	1	1			0%	900%
SANITATION TRANSFER					0%	0%
SANITATION COMPOST	5	4		1	20%	20%
SANITATION RECYCLE	3	3			0%	0%
SANITATION YARD WASTE	3	3			0%	18%
CITYWIDE TOTAL	**109**	**84**	**15**	**23**	**21%**	**18%**

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

MAY 2022	PROJECTED GOAL	THIS MONTH			YEAR TO DATE		
	Percentage	Number of Requests	Goal Met	Percentage Met	Number of Requests	Goal Met	Percentage Met
Provide initial response to citizen inquiries within 2 days	100%	81	81	100%	869	869	100%
Provide information requested by citizens within 7 days	95%	81	81	100%	869	869	100%
Complete traffic engineering studies within 45 days.	99%	5	5	100%	37	37	100%
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	95%	37	37	100%	452	452	100%
Worker Hours Per Gallon of Paint Installed.	0.80	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage
		43	61	1.42	1739	674.75	0.39
Thermoplastic legend, arrows, stop bars & crosswalks installed.	4-6 Installations per day per 2 person crew. 100%	Crew Work Days	Total Installations	Average	Crew Work Days	Total Installations	Average
		0.97	8	8.26	7.53	64	8.50
Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month.	100%	Number Performed	Goal Met	Percentage Met	Number Performed	Goal Met	Percentage Met
		14	14	100%	145	145	100%
Response to reports on traffic signal malfunctions within one hour.	99%	Number of Reports	Goal Met	Percentage Met	Number of Reports	Goal Met	Percentage Met
		12	12	100%	218	218	100%
Response to reports of sign damage:	Percentage						
High Priority Stop or Yield Signs within one hour	99%	1	1	100%	72	72	100%
Lower Priority all other signs within one day	90%	11	11	100%	464	464	100%
Street Name Signs within two weeks	90%	16	16	100%	232	232	100%
Percent of work hours lost due to on the job injuries.	<.01%	Total Work Hours	Work Hours Lost	Percentage Met	Total Work Hours	Work Hours Lost	Percentage Met
		3360	0	0.00%	36200	16	0.04%

UTILITIES 13

Monthly Report
May 2022

LINE MAINTENANCE:

Waterline Capital Projects
- Beaumont Drive – 0%
- 1357 12th NE Avenue – 0%
- Crest Court – 100%
- Barb Court – 100%

Barb Court: WA0358: - Complete. Crest Court: WA0357 – Complete. 1357 12th NE Avenue: WA0356: - Project is now in progress. Beaumont Drive: WA00355: - Staff is getting quotes for materials.

Water Line Breaks – 4 in May

Sewer Line Data
- Total obstruction service requests - 21
  - Private Plumbing: 19
  - City Infrastructure: 2
  - Sanitary Sewer Overflows: 1 on private side

Lift Station D Flows:
- Days - 31
- Average daily flow: 1.527 MGD
- Total Monthly flow: 47.337 MG

UTILITIES ENGINEERING:

Line Maintenance Building: Project will construct new building for Line Maintenance Division consisting of 49 staff; the existing 11,000 SF building is currently located on North Base property adjacent to the Fleet offices and vehicle servicing areas. This project assumes construction of a new 20,000 SF facility NW of the water treatment plant to house administrative offices, the employee breakroom, fire hydrant/meter repair area as well as areas for numerous water and sewer line repair parts, pump repair parts and a work area for pump repairs and testing. A preliminary meeting was held with City staff to discuss the project and what variances may be required. Additional funding will also be necessary due to the increased cost for the project to meet actual division needs now and into the future. Due to other department priorities, funding for the project was pushed back to FYE 23 so the project has essentially been pushed back one year. Contract K-2122-115 was approved by Council and the Architect and Contractor are working through the process with GMP expected in September 2022.

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

Construction is ongoing at both sites. At the WTP, all panels are installed and wiring is being pulled. Interconnections should be completed in mid-June 2022. For the WRF, site work is ongoing but borings and electrical work is also being performed within the site. Weather has significantly slowed progress on this site.

WASTEWATER PROJECTS:

Sewer Maintenance Project FYE17 (WW0307): Annual project will replace 28,500 feet of deteriorated sewer lines with high density polyethylene (HDPE) pipe and rehabilitate or replace 161 manholes. Area is bounded by Cavecreek Street and Pinecrest Street to the north, Sequoyah Trail and Woodcrest Creek Drive to the west, Rock Creek Road to the south and 12th Avenue NE to the east. Change Order No. 1 was a no-cost change order approved with the contract award. Change Order No. 2 was approved and added approximately 1,000 feet of 12-inch pipe replacement along Chautauqua Avenue from Symmes Street north to just south of Main Street. Change Order No. 3 was added to the project to address unforeseen storm sewer conflicts along Chautauqua and to also eliminate cleanouts for sewer service lines. The contractor has replaced approximately 23,000 feet of line. All work has been completed. Staff is reviewing final CCTV video to confirm the proper installation was completed.

Engineer: Staff with assistance from Lemke Surveying

Sewer Maintenance Project FYE18 (WW0316): Annual project will replace about 27,800 feet of deteriorated sewer lines with High Density Polyethylene (HDPE) pipe and rehabilitate or replace about 108 manholes. Project area is bounded by Westbrook Terrace to the north, McGee to the west, Highway 9 to the south and Berry Road to the east. Plans have been prepared by consultant and staff completed the review June 2022.

Engineer: Staff with assistance from Lemke Surveying

Sewer Maintenance Project FYE19 (WW0321): Annual project may replace about 22,000 feet of residential sanitary sewer lines and rehabilitate or replace about 108 manholes in the area bounded by W Lindsey St. to the North, 24th Ave SW to the west, Westbrook Terrace to the south, and Berry Road to the East. Preliminary project layout and scope definition are in progress.

Engineer: Staff with assistance from local surveyor

12th Avenue NE Manhole Replacements (WW0330): This project will replace the existing 36 manholes on the existing 24-inch sanitary sewer line generally running along 12th Avenue NE from Alameda Street to north of Robinson Street. Due to the high hydrogen sulfide concentrations, rehabilitation was deemed to not be feasible for the project. The existing manholes have deteriorated such that replacement is warranted. Material delivery challenges have delayed the start of the project. The initial manhole deliveries were received on November 8, 2021. Manhole replacements began in December once all materials were received and twenty-three manholes have been replaced to-date.

WRF Reuse Pilot Study (WW0317) – Project is considering treatment alternatives to produce highly treated effluent at the WRF suitable for discharge in Lake Thunderbird to supplement Norman's available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, recommend best treatment technologies to allow reuse to be implemented. In July 2020, NUA approved Amendment No. 1 to Garver's contract which fully consolidated all pilot study tasks including procurement/rental of treatment equipment for alternative treatment trains, temporary installation and eventual removal of all pilot study equipment into Garver's contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains, which consists of one train using an Aqua Nereda patented process and one train using a modified University of Cape Town (mUCT) process was completed. During June 2021, WRF staff was able to commence operating both trains as intended and commenced full sampling and testing regimen as per Garver's pilot testing protocol. As of November 2021, the Phase II temporary skids for advanced tertiary treatment had been installed, tested, and placed into service. Trailers with advanced treatment equipment that is part of Phase II of the study, were delivered to the WRF in early January 2022 and were placed into service in February 2022. Phase I, II, and III are now running concurrently and regular sampling is ongoing. This should continue until June 2022. Garver's final report is expected to be submitted no later than December 2022.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to $700,000 to assist in

funding project. Grant contract was fully executed during September 2021. In early October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of a future reuse program. This grant includes $209,824 in funds for 2022 and can be extended with additional funds added in future years as conclusions are reached and recommendations made based on the work done during the initial years' funding. A kick-off meeting for the Green Infrastructure grant convened in early November 2021 and initial work (mostly research at this point) is ongoing.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) – Project will replace dewatering centrifuges at WRF. Current centrifuges are approaching the end of their useful lives, and thus require excessive maintenance and repairs, and, due to poor service provided by manufacturer, often require extended downtime before necessary repairs can be completed to keep them operational. NUA approved a Contract with Garver, LLC on December 8, 2020, and design for this project commenced immediately thereafter. During the first half of 2021, manufacturers of several different dewatering technologies ran demonstration tests that were observed by Garver, WRF and NUA Engineering staff. WRF and NUA Engineering staff also made several site visits at plants in the region to observe other manufacturers/technologies in operation. These demonstrations and observations generally showed that the various screw press technologies could not meet the minimum requirement of consistently producing 20% solids sludge. In response, one manufacturer, PW Tech using their Volute Dewatering Press performed a followup demonstration with a new mixing technology that was supposed to increase percent solids and reduce polymer demand. However, the demonstration failed to show either. Based on these results, Garver issued a Final Version of the Preliminary Engineering Report in November 2021 recommending hydraulic drive centrifuges as the technology for this project. During December 2021 and early January 2022, Garver and NUA met with several reputable centrifuge manufactures to learn more about their equipment and, just as importantly, to learn about their manufacturing and service infrastructure. Based on these meetings, four (4) manufacturers have been approved for inclusion in the project specifications.

Garver is preparing bidding documents at this time and project should be ready to advertise in July 2022. The Construction contract should be awarded and Notice To Proceed should be issued in August 2022. Construction should be complete by July 2023.

Engineer: Garver LLC (Michael "Cole" Niblett)

SE Norman Lift Station Payback (WW0306): Staff has recently updated the wastewater model to project flows generated from full build-out of the Destin Landing Development in SE Norman. A series of interceptors as well as one large lift station with flow equalization can eliminate one existing and three proposed lift stations in southeast Norman. This project will estimate project costs, assign wastewater generation estimates to undeveloped properties to be serviced, and prorate payback costs per parcel based on wastewater generation projections. Developers might initially fund the lift station and/or the NUA with a portion of the funding paid back as additional areas develop. RFP issued 06/12/18 for this work with proposals due 07/15/18. On 08/07/18, staff selected Search, Inc. to prepare the sewer service area study and evaluate its potential as a payback project. Staff expects to bring a contract forward to NUA in August, 2021.

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

Lift Station D Force Main Replacement (WW0091): Another portion of the Lift Station D 16" ductile iron force main along 12th Ave N.E. is severely deteriorated and in need of replacement. Approximately 3,500 feet of this force main to just south of Rock Creek Road was replaced with 20-inch PVC in 2009. The area needing replacement because of continued breaks is on the west side of 12th from the end of the previous project to the point where it begins to gravity flow near the 12th Avenue Recreation Center. The project is expected to require 2,300 feet of new 20-inch piping, three air release vaults, and a new receiving manhole. After discussions with the Parks Department, the City of Norman will continue to lease the property needed for this project and will not purchase the property outright. Therefore, the project was kicked back off to identify the best alignment and then move forward to final design, easement acquisition (as necessary), bidding and construction. Design is progressing based on field investigations and 90% plans were submitted in November. Staff has reviewed the plans and there are constructability concerns regarding the proposed alignment.

Staff have reviewed the alternative alignment on the east side of 12th Avenue NE and this corridor appears to be more constructible due to reduced utility conflicts. Council approved the amendment for the design contract to allow for the design of the new alignment along the east side of the road. Additional survey work has been completed.

Engineer: PEC, Inc. (Chris Grizer)

Class A Sludge / Co-Composting (WW0312): This Project includes evaluation of biosolids co-composting via the windrow method to achieve Class A Biosolids for the Norman Utilities Authority (Owner) in Norman, Oklahoma. An evaluation of sites near the Water Reclamation Facility (WRF) will be evaluated as well. This scope of services also includes modification and update to Norman Water Reclamation Facility's existing Sludge Management Plan. Technologies were screened and Windrow Composting was determined by the Engineer to the best alternative due to capital cost and operational familiarity considerations. The project was put on hold pending further discussions with landowners for land application of bio-solids that is a lower cost option than co-composting.

Engineer: Garver, Inc. (Steve Rice)

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

Engineer: Olsson, Inc. (Kevin Rood)

WRF New Maintenance Building (WW0318) and WRF Main Control Building Renovation (WW0325): - These two projects are being designed under a single design contract and are anticipated to be bid as a single project, either traditional design/bid/build or Construction Manager at Risk (CMaR) project so they will be covered as a single project here. Due to recent plant improvements projects, space formerly used for spare part storage has been incorporated into plant operations space, leaving a shortage of viable storage space. Project WW0318 will cover the construction of a new pre-engineered Maintenance Building for spare part storage and other critical maintenance activities to offset space lost in existing facilities since the main building was commissioned. The Main Control Building at the WRF was constructed in 1982 and, while some building systems have been replaced and/or upgraded since then, many of the original interior and exterior finishes as well as the main laboratory have not been replaced or renovated since original construction and are now nearing the end of their useful lives. Project WW0325 will renovate existing building and update layout and building systems as well as expand and renovate the laboratory.

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

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

During May 2022, Greeley Hansen submitted 60% design documents and a review meeting also convened. Greeley Hansen expects to had design complete and ready for bidding by August 2022. Then, as noted, construction project will

be bid in Spring 2023 and Notice to Proceed would be issued on or about July 1, 2022. Construction would then take one calendar year.

Engineer: Greely and Hansen LLC (Ana Stagg)

WATER PROJECTS:

Waterline Relocation: I-35 Widening (WA0196): Unbudgeted project necessitated by ongoing widening of I-35. Total budget of about $500,000 estimated for replacing three waterlines associated with the I-35 project (24-inch at Briggs Street, 12-inch at Brooks Street and 12-inch at 24th Avenue SW and Highway 9). Team of SAIC/Poe and Associates will prepare design plans as an amendment to the Lindsey Street widening project. ODOT expected to reimburse waterline relocation costs at end of project. NUA approved design contract with SAIC and ODOT relocation agreements on 10/22/13. ODOT required I-35 crossing at Briggs Street to be deepened to 28 feet below grade; construction costs will increase approximately $450,000. Project advertised 04/29/14 and three bids were opened 05/22/14; Matthews Trenching was the low bidder at $997,875. NUA approved contract on 06/10/14; work began 06/11/14. $840,780 has been previously reimbursed by ODOT for this project. Staff requested reimbursement for the rest of the construction portion in December 2021 and received payment in the amount of $215,320 from ODOT in February 2021. Staff received Audit Reports from ODOT in April 2021 for reimbursements in the amount of $36,300 and $8,700 for design agreements. A rebuttal letter with invoices were sent to ODOT on April 21, 2021 in order to receive reimbursement. However, after review, ODOT explained that they need the invoices to show how much of each invoice went towards each agreement. None of the invoices were broken up showing this distinction, so staff reached out to Benham (who took over SAIC) on June 9, 2021 so that they could provide us with that information. Staff has followed up with Benham and they are still in the process of getting the information needed.

Waterline Replacement: Interstate Drive (WA0245): Project will replace approximately 8,600 feet of failing ductile iron water lines with PVC pipe to reduce service disruptions to customers and damage to driveways and streets. The project is located along North Interstate Drive from Sooner Fashion Mall north to Northwest Boulevard and along Copperfield Drive from Northwest Blvd. to Interstate Drive with an extension west into Springbrook Addition. New piping will include about 8,600 feet of 6, 8, and 12-inch PVC pipe. The project was advertised and bids were opened on December 3, 2020. Cimarron Construction Co. was the lowest, responsible bidder and the contract was awarded on January 12, 2021. Public Notice letters were sent to home and business owners on February 24, 2021 and the contract started on March 3, 2021. Contractors started mobilization on March 10, 2021. The change order and final pay claim were approved by Council on March 8, 2022. Final payment was made this month.

Engineer: Cardinal Engineering/Parkhill Engineering

Waterline Transmission: Robinson Avenue Water Line Replacement (Phase III) – 24th Avenue NW to Flood Ave (WA0242): Project has installed approximately 6,800 feet of 30-inch PVC C900 along the north side of Robinson Avenue from just east of the 24th Avenue NW to Flood Avenue. The new 30-inch line replaced the existing 16-inch line. This project also replaced approximately 3,000 feet of 12-inch water line on the south side of Robinson in the same vicinity. The project was bid and the contract was awarded to Garney Companies, Inc. (Garney) in the amount of $1,978,875.00 on July 14, 2020. As of the end of May 2021, all 12" and 30" water line was installed, tested, and placed into service with only restoration work remaining. On July 22, 2021, a final inspection convened with representatives from Garney, City of Norman and OU Grounds staff in attendance, and a preliminary punchlist was generated. On October 8, 2021, a final punchlist was forwarded to Garney, and all work was deemed complete on November 2, 2021. Project was final accepted by City Council at February 22, 2022 Council Meeting.

Engineer: Alan Plummer and Associates, Inc. (Chris Ferguson)

Flood Avenue Waterline Replacement (WA0328):
Project will replace approximately 12,700 feet of 16-inch water line from Robinson Street to Tecumseh Road, and about 2,900 feet of 12-inch from Tecumseh to Venture Drive with 16-inch C900 PVC pipe. The existing ductile iron pipe is not

compatible with the corrosive clay soils. It is failing, causing service disruptions to customers and damage to driveways, streets, and yards. In combination with this project, the potential for using existing wells along Flood for blending back into the water system using the existing pipe after rehabilitation will be evaluated. Total bids for construction ranged from $2.9 million to $3.8 million. Southwest Waterworks was determined to be the lowest responsible bidder at $2,854,724.50. City Council approved the contract with Southwest Water Works on September 14, 2021 in the amount of $2,854,724.50. A pre-construction meeting was held on October 6, 2021. Construction began November 3, 2021 and will continue for 330 calendar days. The James Garner waterline between Acres and Robinson was added onto the contract for this project in February, with an additional 75 days added onto the project and a revised contract amount of $3,325,518.50. The railroad bore at Lexington was schedule for May 23, 2022, but due to rain, it has been rescheduled for a start date of June 21, 2022.

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

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs. The consultant has completed the assessment phase of the project. The procurement phase, specifically the generation of the Request for Proposal, began in November. In May 2022, the Bureau of Reclamation notified staff that the City was awarded a $500,000 grant under the Watersmart program or a $2,000,000 grant under the Bipartisan Infrastructure Law program. Upon direction from City Council, staff is moving forward with this project to fully implement the project. Schedules and deadlines are being coordinated with the City.

Consultant: E Source (Alyssa Pourciau)

FYE15 Water Wells and Supply Lines: Staff issued RFP 08/18/15 for water rights permitting, well field design, test and production well design, well house design and distribution system improvements. 14 proposals were received 09/14/15; staff selected several consultants and followed with contract negotiations. On 02/09/16 the NUA approved APAI contract K-1516-85 to update of our city wide water model; NUA approved contract with Cowan to perform water right permitting through the OWRB on 02/26/16 and approved contract with Carollo to perform well field design, and test/production well design on 06/14/16. On 2/14/17 NUA approved contract with Garver to study pros and cons for utilizing horizontal well technologies for one of our wells. Each project is broken out below.

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

This project will determine the best location, layout, and treatment processes for blending and treating the 41 active groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of total chloramines ($NHCL_2$) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of $95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A Purchase

Order was created for $16,200 for these services, and a 28-acre parcel of land was approved to be purchased by Council on February 22, 2022 in the amount of $800,000. This 28-acres, which became for sale in 2021, is located near a potential site that was evaluated as being in a more favorable location based on the layout of our wellfield, as indicated by a hydraulic model conducted by Plummer Associates, LLC. Staff is still waiting on the Technical Memo from Carollo, which will be utilized in order for Plummer to determine the layout and modeling needed for the preliminary disinfection system. A contract with Plummer is being reviewed before adding to the next Council docket.

Engineer: Carollo Engineering, Inc. (Tom Crowley & Rebecca Poole)
Land Acquisition: Smith Roberts Baldischwiler (Bryan Mitchell)

Wellfield - Carollo and staff held a coordination meeting with ACOG the morning of July 18th and also held a kickoff meeting the afternoon of July 18, 2016. ACOG prepared a map showing potential thick sands that will be targeted for future wells. Carollo used this information along with GIS data and composed a more robust map to better define future well locations to pursue. Additionally, it was decided to stay with ½ mile spacing so that maximum yields can be achieved. Carollo received modeling information from APAI which allowed them to proceed with optimizing the best well sites based on proposed groundwater treatment plant sites. Carollo prepared a Draft Technical Memorandum (TM) and staff provided comments and 45 potential well sites were selected. Carollo performed an optimization model and 20 of the 45 well sites stand out as sites to begin with. Carollo and staff prepared an addendum to their contract and it was approved by NUA 2/13/18. The next step is to approach land owners to negotiate test well sites. A Frequently Asked Questions sheet has been drafted and will be utilized with potential well site land owners. Test wells are expected to begin in September 2018. Staff is working with Carollo and their sub-consultant to obtain necessary access agreements for potential well sites. Approximately 8 landowners are interested and staff is moving forward with securing documents for 5 of them. Well Construction bids were opened and read aloud October 18, 2018. Layne Christiansen was low bidder and a contract in the amount of $4,714,421.72 was approved November 27, 2018 at NUA meeting. Held kick off meeting January 23, 2019 and again met February 27, 2019.

Layne has drilled all test holes and plan to begin final well drilling January 2020. All 11 well site easements and deeds were approved by NUA on October 22, 2019. The NUA also approved CO#1 December 10, 2019 for Layne's contract to add 3 additional wells to the original 6 as shown in the contract. This change order also added days to contract and completion date is now December 2020. Held kick off meeting January 23, 2019 and since Layne had drilled all test holes, the plan was to begin final well drilling January 2020. Layne's rig was under repair so final well drilling didn't begin until February 18, 2020. Crews have completed all wells and are now complete with all 6 monitoring wells. 1 deep monitor well failed and was re-drilled in September. Well house construction is complete and all wells are ready for pumping. Contractor finalized disinfection on well house lines and are in the final clean up stages. Project is substantially complete and final payment will be made upon final re-development of Park Well.

Engineer: Carollo Engineers (Rebecca Poole)

Master Meter Project – Bids to install 10 master meters were opened 7/24/14. An agenda item was taken to Council but suspended until written documentation was obtained from USPS, MNTC, JD McCarty, and Veterans Center. On 6/19/17, staff received approval from USPS to install one meter and vault to accommodate a water line project they had underway. This project was completed 7/27/17. The permission letter they provided allows staff to complete the two other sites for USPS. Staff has made contact with MNTC and is scheduling a meeting in April 2018 to obtain similar written documentation to allow for the 3 new meter vaults to be installed on their property. Staff contacted the State of Oklahoma to obtain similar letter for JD McCarty and Veterans Center which have 2 new meter vaults each to be installed. Staff met with State of Oklahoma Real Estate officials and they requested additional information but seem amenable to our project. Additional documents were sent for their review. They emailed they are currently reviewing documents as of 6/6/18. Staff is designing a project along Robinson that will front the J.D. McCarty Center and the Veteran's Center. Staff is planning to meet with State officials as part of that effort. Staff has been unable to establish a meeting with MNTC. Though MNTC, JD McCarty, and Veterans Center are not onboard with installing master meters at this time, staff will work with USPS to install 2 additional meters at their facility. Our consultants for the Robinson water line project 24th NE to 12th NE have begun discussion with OMES and Department of Mental health regarding easements for both water line and meter vaults. Staff anticipates having an agreement established by December 2021.

Water Metering / Billing Audit Project – This project began in March 2018. Staff is working along with a meter consultant to randomly check approximately 130 domestic meters for accuracy. Meters were sent April 10, 2018 to a third party testing facility that will be used to verify accuracy of measurements. The consultant will compile findings within a report for staff review. Report was received October 2018 and after reviewing results, the ROI was not favorable on the meter inaccuracies alone but staff has contracted with E Source to lead Norman through the best path of obtaining Advanced Metering Infrastructure (AMI). This is the last report for this project and all reporting will be covered under the AMI project.

Robinson Water Line: 24th Ave NE to 12th Ave NE – Jacobs Engineering was selected as the consultant for the 30-inch water line project from 24th Ave NE to 12th Ave NE. The contract was approved by NUA on November 26, 2019, and project kickoff meeting was held January 14th, 2020. On May 6, 2020, a preliminary plan review meeting convened with NUA and Jacobs staff in attendance, and updated preliminary plans were approved in August 2020. In February 2021, 65% plans and specifications were submitted for NUA review, and, during March 2021, several Zoom calls convened to review NUA comments and address questions that arose from the comments. Based on these discussions and further review of existing conditions, Jacobs proposed a fairly substantial revision to the alignment, which includes an open cut crossing of 12th Ave N.E. and relocating approximately 900 LF of the line into the traffic lanes of Robinson. NUA staff and Norman Public Works staff have reviewed the alignment and deemed it acceptable with some minor conditions. NUA has compiled list of these conditions and forwarded to Jacobs, and Jacobs has commenced detailed design and easement acquisition.

Two large property owners with whom easement agreements must be negotiated, J.D. McCarty and U.S. Department of Veterans Affairs, are also customers with multiple meters with whom NUA intends to negotiate an agreement on master metering. The current intent is to negotiate both easement purchase and master metering agreement concurrently and to incorporate master meter installation for both into this project.

During April 2022, the decision was made to defer construction on this project until Fiscal Year 2024. As a consequence, Final Design and Easement Acquisition will be completed during the remainder of 2022 and, if necessary, continuing into early 2023. Project will then be advertised in April 2023, and Bids opened in May 2023. Contract award is anticipated in June 2023, and Notice to Proceed with construction would then follow on July 1, 2023. Project completion is projected for June 2024.

Engineer: Jacobs Engineering (Arun Srinivasan)

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

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

In March 2020, 2021, and 2022, Phase II was delayed until Spring of 2021, 2022 and 2023, respectively. Assuming the project is not deferred again for budgetary reasons, it is now scheduled to advertise during the early Spring of 2023 in order for the Low Bidder to start ordering long-lead materials in April 2023 (to offset potential supply chain-related delays), ensuring that Contractor can start pipe installation work promptly when Notice to Proceed is issued immediately upon the end of OU's spring 2023 semester in mid-May 2023. Assuming this schedule is maintained, it is anticipated that construction would continue through summer and major work would be completed before the start of the fall semester in August 2023.

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

Water Wells Water Line: 108th & Tecumseh – Cardinal Engineering was selected as the consultant for one of the well water line projects, and NUA approved their contract November 12, 2019. Project design was completed during the first half of 2020, and project was advertised for bid on July 23 and July 30, 2020. Bids were opened August 13, 2020 and Hammer Construction was deemed lowest and best bidder. NUA approved Contract K-2021-11 with Hammer on September 8, 2020. Notice to Proceed with construction was issued on October 10, 2020. On October 6, 2021, a final inspection convened and all pipe, appurtenances and restoration on the project were deemed complete except for final testing of pipelines, which was ongoing as of the inspection date. The final pipeline section was successfully bacteriologically-tested on November 30, 2021 and all project work has been deemed complete as of that date. The final change order and final acceptance was approved by City Council on April 12, 2022. Project is complete.

Engineer: Cardinal Engineering (Josh Risley)

Water Wells Water Line: 60th and Franklin – Garver Engineers were selected as the consultant for one of the well water line projects, and NUA approved their contract November 26, 2019. Design was completed during the first half of 2020, and project was advertised for bid on July 16 and July 23, 2020. Bids were opened August 6, 2020, and SMC Utility Construction was deemed lowest and best bidder at $1,082,550. NUA approved Contract K-2021-12 with SMC on August 25, 2020, and Notice to Proceed with construction was issued on September 10, 2020. As of June 18, 2021, all 12" diameter well water lines had been installed, tested and were ready for service when needed by NUA. During June and July 2021, SMC worked on restoration of the project. Informal punchlist inspections were made in July 2021 and November 2021, with partial inspections regularly occurring in between.

Engineer: Garver Engineers (Jeff Chavez)

Lindsey Water Tower Rehabilitation and Non-Potable Water Expansion Study - Lindsey Tower was decommissioned several years ago because it is not high enough to act as viable potable water system storage at current system operating pressures. Recently the coatings on the tower have begun to show signs of deterioration. For this reason, Dunham Engineering evaluated the condition of the tank in the Fall of 2020, and they determined that the underlying steel was in good condition and the tank could be repainted and recommissioned for many years of additional service if needed. In July 2021, NUA requested that Dunham provide a proposed scope and fee for Lindsey Water Tower rehabilitation. Dunham submitted their proposed scope and fee in early October 2021. Scope and fees were negotiated, However, before submitting Contract for City Council approval, NUA will await outcome of ongoing study being performed by Plummer Engineering, which is described in the following paragraphs and will directly impact future usage, if any, for Lindsey Tank.

In October 2021, NUA requested that Plummer Engineering furnish a proposed scope and fee to analyze the possibility of extending a non-potable reuse system from the Norman Water Reclamation Facility (WRF) to Reaves Park on the University of Oklahoma (OU) campus and to 10 to 15 other potential customers to the east of the WRF and Reaves Park, generally on or near Highway 9, as described Norman's 2060 Strategic Water Supply Plan. This reuse system would necessarily run in close proximity to Lindsey Tower so, as part of their analysis, Plummer has also been directed to assess the possibility of repurposing Lindsey Tower as dedicated storage for the new reuse system. Plummer's scope and fee was finalized in November 2021 and their Contract was approved by City Council on December 14, 2021. A kickoff meeting convened on January 6, 2022 and Plummer has commenced work on the study. The study is ongoing and preliminary results should be available by June 2022 with a final report delivered in July 2022.

Assuming the Plummer study affirms repurposing Lindsey Tower as dedicated non-potable storage, a Contract for Dunham to prepare bidding documents for, and to inspect construction of, rehabilitation work on Lindsey Tower would be immediately submitted to Council in July 2022. Bidding Documents would then be completed and project advertised in August 2022, and Bids would be opened, Contracts awarded, and Notice to Proceed issued in September 2022. Rehabilitation work would require approximately 3 months, and thus project would then be complete by the end of 2022.

If Plummer's report does not recommend repurposing Lindsey Tank for non-potable storage, tank will be further evaluated to determine if it can be recommissioned and viably used for potable water storage. Depending on the outcome of this final evaluation, there is a range of possibilities for the future of Lindsey Tank. If no viable use can be found for Lindsey Tower at this point, it may be recommended for demolition. If it is determined that construction of additional infrastructure (for example a booster station) could make Lindsey Tower viable as potable water storage for the Norman system again,

it could be part of a future project that combines rehabilitation of Lindsey Tower with construction of the identified new infrastructure that would see the rehabilitated tower returned to service upon completion of construction.

Engineer: Dunham Engineering for Lindsey Tower (Joe Seiter) and Plummer (Dexter May) for Non-potable Water System Study.

Water Treatment Plant Filter Effluent Pipe Improvements – During construction of the Phase II improvements at the Water Treatment Plant, staff discovered that the existing filter effluent line at the plant did not include an isolation valve, and, as a result, any future inspections or repair work on the 60+ year old line would require shutting down the entire treatment plant. To address this, a valve and inspection port will be cut into the existing filter effluent line that would allow portions of the plant to remain in service even if filter effluent line must be inspected and/or repaired in the future. NUA approved a Contract with Carollo Engineers on November 24, 2020. Bids were opened on December 18, 2020, and Contract was awarded to W.E.B. Construction (W.E.B.) on January 12, 2021. Notice to Proceed was issued on January 25, 2021 and W.E.B. mobilized to the project site in February 2021. Final inspection convened on July 14, 2021 with representatives from W.E.B., Carollo and NUA in attendance, and all parties agreed work was complete. Water Treatment Filter Effluent Pipe Improvements project is complete and was final accepted by NUA on August 24, 2021.

Engineer: Carollo Engineers (Tom Crowley)

Water Distribution System Sampling Stations (WA0350): Project will install 43 sampling stations throughout the water distribution system in order to meet federal and state requirements of the Revised Total Coliform Rule. The number of sites and location of each site is approved by the Oklahoma Department of Environmental Quality (ODEQ). These stations will allow staff to collect samples representing the entire distribution system at all times, rather than staff collecting samples from homes and businesses which may not be accessible at certain times of the year. In addition, each station will be tapped directly into a main water line, which will give us a better representation of the water supplied by the City. Each station will be constructed of stainless steel, surrounded by a cover with Norman logo and cyber lock, with a concrete pad. NUA will purchase stations directly from vendor, who will send the stations directly to the approved contractor for storage and installation. Staff obtained 4 quotes for stations and Ferguson Waterworks was the low bidder. Invitation to bid was published on March 4 and March 11, 2021. Staff received 8 bids that ranged from $85,100 – $264,400; the low bidder being Sooner Sight Utility & Construction. City Council approved the contract with Sooner Sight Utility on April 27, 2021. The contract transmittal was sent on May 27, 2021 with a start date of June 29, 2021. Contractors started work on August 4, 2021. Final payment was made this month. GIS staff is finalizing the map that will be used for monthly sampling.

As-Built Linking Project: Project is an engineering effort to develop a system for linking as-built records to a GIS interface to allow for staff to more efficiently find as-built records. Contract K-2021-72 was awarded to Meshek & Associates on December 1, 2020. The project will allow users to click on a water or sanitary sewer asset in a GIS viewer which will then provide the as-built record document in a new window for viewing or downloading. Additional internal staff discussion was required to determine naming conventions for the consultant to use that would create a standardized system that could be used for this project and any future projects. As such, the project deadlines were set back a couple of months. All existing as-built information was provided to the consultant for their use. Pilot area information has been received and staff are currently reviewing the deliverable.

Blending of Wells 5, 6, and 52 at the Water Treatment Plant (WA0369): This project will blend wells 5, 6, and 52, at the Water Treatment Plant (WTP) before entering the distribution system. Blending these wells will only require samples be taken at the blending site as opposed to each well, which will minimize time and money spent on sampling each month. This project will require approximately 2,200 feet of 8-inch waterline to bring well 52 to the 36th Avenue NE and Robinson Street intersection where it will combine with the line coming from well 5. An existing 12-inch waterline will then be converted to a non-potable line as it moves west on Robinson Street before it combines with well 6 and the distribution system at the WTP. In addition, two bores consisting of approximately 260 linear feet of 8-inch and 6-inch waterline under Robinson Street will be required to connect the neighborhoods on the north side of Robinson Street with the existing high pressure line on the south side of Robinson Street. An existing 10-inch waterline and old 24-inch concrete line at the WTP will be abandoned as part of this project. As part of a previous project, Freese and Nichols, Inc. recently designed the project to extend water transmission lines from the WTP to 24th Avenue NE. Since they are familiar with the lines in

the area and the interconnection requirements at the WTP and would be able to provide design services for this project, staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this project as well. City Council approved the contract with Freese and Nichols, Inc. on May 11, 2021 for $47,850. Staff had a project kick-off meeting with engineers on May 27, 2021. Final revisions were sent to the engineers this month. Once all revisions have been made the bidding process will begin.

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

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water mater plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline project in order to ensure a cohesive design for both street improvements and the new water lines in this area. The contract with Freese and Nichols was approved by council on April 27, 2021 in the amount of $95,740. Staff had a project kick-off meeting with engineers on May 27, 2021. Staff held another meeting with engineers this month to discuss the revised schedule and 50% plans moving forward since the roadway plans have been approved and utility locations in the area are being updated. Due to federal funding for the streetscape, Public Works plans to bid the street widening for December 2023, so the waterline work will need to be completed by June 2023. Engineers are currently working on 50% horizontal waterline location plans.

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

Engineer: Cowan Group Engineering, LLC (Jeff Cowan)

Phase II – Porter Avenue Waterline Replacement (WA0354):
This project will replace approximately 1,500 feet of aging 8-inch and 5,000 feet of 12-inch waterline along Porter Avenue from Robinson Street to Alameda Street in conjunction with the Public Works Department Porter and Avenue Streetscape project. Part of this project (Main Street to Rich Street) was already completed as part of Public Work's ODOT funded Transportation Bond project. Replacement of these waterlines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. NUA entered into a contract with Cabbiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of $58,100. Staff received final design plans and sent an invitation to bid to the *Norman Transcript* for publication on December 23, 2021 and December 30, 2021. A mandatory pre-bid was held on January 4, 2022 and the bid opening will be held on January 20, 2022. Bids were opened on February 3, 2022 and four contractors submitted bids. Cimarron Construction Company, LLC submitted the lowest and best bid for the Base Bid and Alternate B at $2,039,328. The Contract and Bonds were signed and approved by Council on February 22, 2022. A kick-off meeting was held on March 4, 2022. City staff and the Engineer are in the process of reviewing submittals provided by the Contractor. The Engineer is also working on getting a final conformed set of plans together showing the alternate bid that was awarded. Construction start date for the Notice-to-Proceed will be March 14, 2022. Rather than a number of days for construction completion, this project has an end date for construction of July 15, 2022. This is to ensure the waterline work is finished prior to the streetscape work. Work began on March 14, 2022. Contractors started on the south end of the project and are

working their way north. Contractors shut down Porter overnight on May 15, 2022 and June 2, 2022 to install the waterlines at Comanche and Main Street, respectively. Final tie-ins and testing are being completed on lines on the south end section (Alameda St to Gray St). The north section (Rich St to Robinson St) is scheduled to begin on June 13, 2022 for which the southbound, outside lane will be closed for this work. A change order is in the works for additional pay items needed for special gaskets and service lines in hot soil.

Engineer: Garver Engineering (Bret Cabbiness/Sean Price)

Water Treatment Plant Carbon Dioxide Tank Replacement Tank (WA0374):

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts to the model any longer. Carbon Dioxide is used to adjust the pH of the drinking water which effects its scaling and corrosivity potential, so a new tank is necessary. This project will involve removal of the existing 30-ton carbon dioxide tank at the water treatment plant, complete installation of new tank 30-ton tank of correct make and model specified or approved equal, demonstrating correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance. Staff awarded the removal and installation to Wynn Construction Co. for $75,000. Staff awarded the purchase and delivery of the tank to Tomco Systems in the amount of $228,975 in December. The purchase authorization was approved by Council on January 18, 2021. Tomco made revisions to the submittals this month. After staff approval, Tomco moved forward with ordering the tank on April 25, 2022. Tomco representatives estimated a September 2022 delivery for the tank. They will let us know a more accurate date once we are closer to September so staff can prepare.

Southlake Addition Waterline Replacement (WA0352):

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

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

Clarifiers 1 and 2 at the Water Treatment Plant (WTP) were installed in 1965 and have experienced deterioration warranting replacement of gearboxes and motors, in addition to new coats of paint. After 55 years in service, it's expected that the structural integrity of these clarifiers will have decreased. In July 2021, staff hired Suez Water Technology Solutions Services, Inc., who currently own the "Accelator" technology employed by these two clarifiers, to perform a visual inspection on one of the clarifiers. They found pitting and corrosion of steel and indicated the need to repair/replace the launder and outer wall brackets, in addition to realignment for the hood structure and circular deckplate, and re-painting the structure. This project will first entail a more in-depth condition assessment of both clarifiers 1 and 2 by Carollo Engineers, Inc, including visual and non-destructive testing of the concrete to determine areas of possible concern and ultrasonic thickness testing for metal structures. A final technical memorandum will be provided with their findings in addition to estimated costs for needed repairs in order to obtain reliable capacity from the clarifiers for the next 20-40 years. A contract with schedule, scope, and fee of $73,991.00 was obtained with Carollo and was awarded on December 14, 2021. Staff held a kickoff meeting with Carollo on December 22, 2021. An inspection and metal thickness testing was held on January 27, 2022. Paint samples were collected on February 8, 2022 for lead testing. Staff received preliminary budget estimates and life cycle cost analyses of three scenarios for rehabbing these clarifiers, which ranged from $3-4 million for both clarifiers. Staff had a meeting with engineers on May 12, 2022 to discuss revisions to the technical memo for decreasing the price of the rehab. It was discussed that clarifier 3 needs new paint before clarifier 1 and 2 so engineers provided a quote for clarifier 3 on May 25, 2022 from Kinard Painting and Sandblasting, Inc. for $330,000. This will be incorporated into the final Technical Memo.

SANITATION CAPITAL PROJECTS:

Truck Wash Facility (SA0015)/ Container Maintenance Facility (SA0009) / Household Hazardous Waste Facility (SA0012): Project will provide an automated truck wash facility at the sanitation storage yard north of the WRF and will provide a new enlarged maintenance, and regulatory compliant welding and painting facility for solid waste collection containers. The Truck Wash Facility will be available to all City vehicles, but designed primarily for large equipment. For the container maintenance facility, the proposed location is adjacent to the Truck Wash Facility to allow for efficient operations by staff. Upon learning of the potential bus wash facility to be constructed at the North Base Campus, Utilities and Public Works have begun discussions regarding coordination of the facilities and the potential to combine efforts into facility capable of meeting needs for both departments and the City.

A Household Hazardous Waste Facility will also be included within this project. This Facility is necessary to allow for City residents a timely disposal option for household wastes that cannot be disposed using their normal polycart service. Currently, an annual collection day is held for City residents to dispose of their items but this has proven to be challenging in recent years.

Preliminary design efforts have identified potential improvements to the final product that warrant modifications to the project scope that required a contract amendment with the Architect. Amendment No. 1 was approved by City Council in February 2020 and included changes to the site for the Household Hazardous Waste and Container Maintenance facilities and entry drive modifications to the Transfer Station facility to improve accessibility and safety for vehicles entering and leaving the facility.

The property has been rezoned to add Municipal Use for the property to meet current code requirements. The final plans were completed and advertised. Bids were opened and contract K-2021-10 was awarded to the Landmark Construction Group on January 12, 2021. The Household Hazardous Waste building is complete and the ribbon cutting was held on February 1, 2022. All finals have been obtained for the Container Maintenance building and the Certificate of Occupancy should be issued in February. Both projects are complete and in operation. Minor items of work still remain but should be completed in June.

Architect: Studio Architects, LLC (George Winters)

New Sanitation Office Building: The Sanitation Department has outgrown their current office space. Because their existing facility cannot be readily expanded and because it is not laid out in a way that would allow for renovations to create a more efficient workspace, a new facility must be constructed. On January 12, 2021, Norman Municipal Utilities Authority (NMUA) approved a design contract with The McKinney Partnership Architects PC (TMP) to design this new facility, and design commenced immediately thereafter. TMP completed Design Development level plans and specifications in April 2021 and final plans and specifications in January 2022.

Project was advertised on February 10 and 17, 2022 and bids were be opened on March 3, 2022. TCS Construction was the apparent low bidder, but a review of their bid package revealed several flaws including an inability to meet experience requirements and a failure to provide an irrevocable guarantee from their surety. For these reasons, NUA has deemed the second low bidder, Crossland Construction Company (Crossland), to be Lowest and Best Bidder in accordance with City of Norman regulations and the State of Oklahoma Competitive Bidding Act. Contract Award was approved by City Council on April 26, 2022 and Notice to Proceed was issued on April 29, 2022. During May 2022, Crossland mobilized and commenced submitting shop drawings for reviewing and procuring long lead materials. Crossland also installed soil erosion and sedimentation controls, completed clearing the project site, and commenced excavating for foundations. Construction is expected to take a full year so project completion is anticipated in spring of 2023

Architect: The McKinney Partnership Architects PC (Toni Bragg)

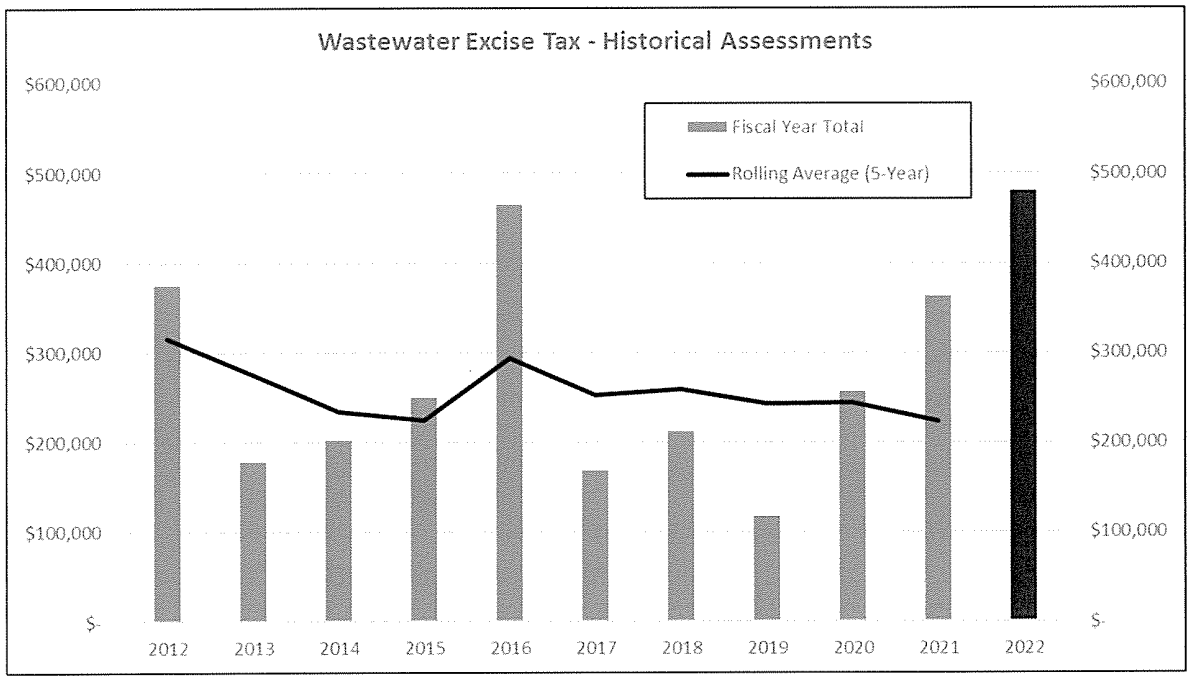
Compost Facility Scale House (SA0019):
This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with

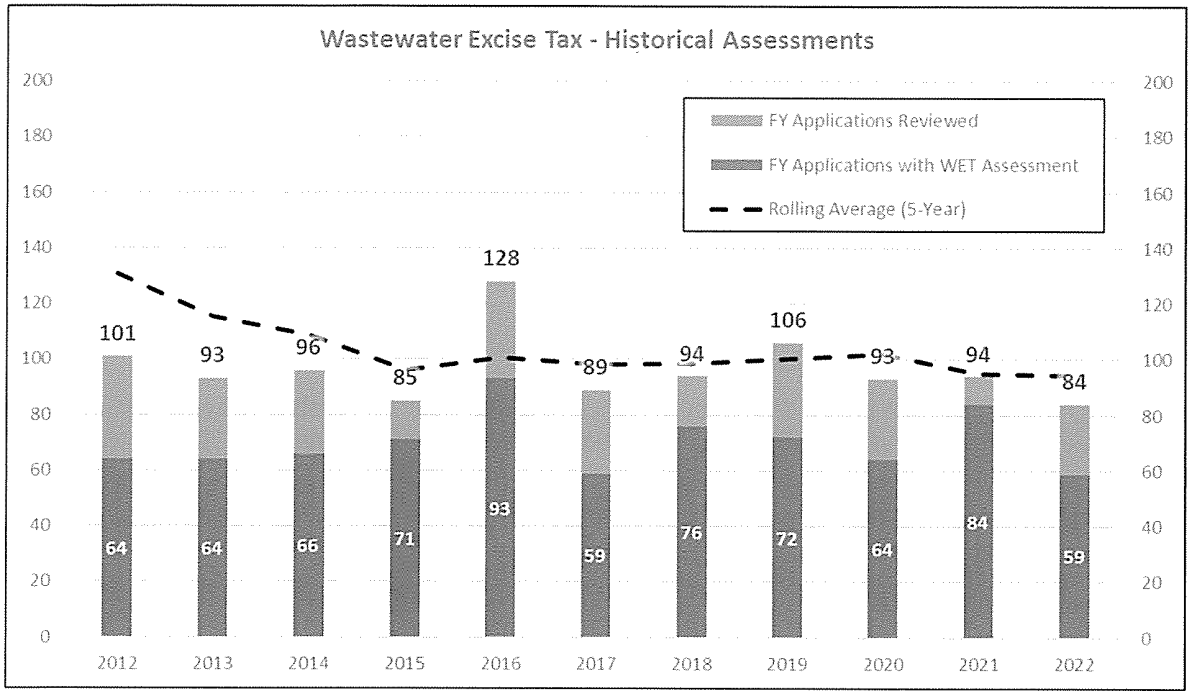
customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group in the amount of $30,500 on May 11, 2021. Staff met with Engineers on March 4, 2022 to discuss preliminary plans. It was determined that a permanent building be built, rather than a prefabricated building, to better accommodate operations. In order to do this, Engineers had to subcontract an architect for the design of the building. An amendment to the contract for architectural services was approved by Council on April 12, 2022, which increased the cost of engineering services to $39,000. Staff will meet with Engineers next month to discuss the architectural design and revisions to the layout.

Engineer: TriCore Group, LLC (Greg Vance)

Wastewater Excise Tax – Non-Residential:

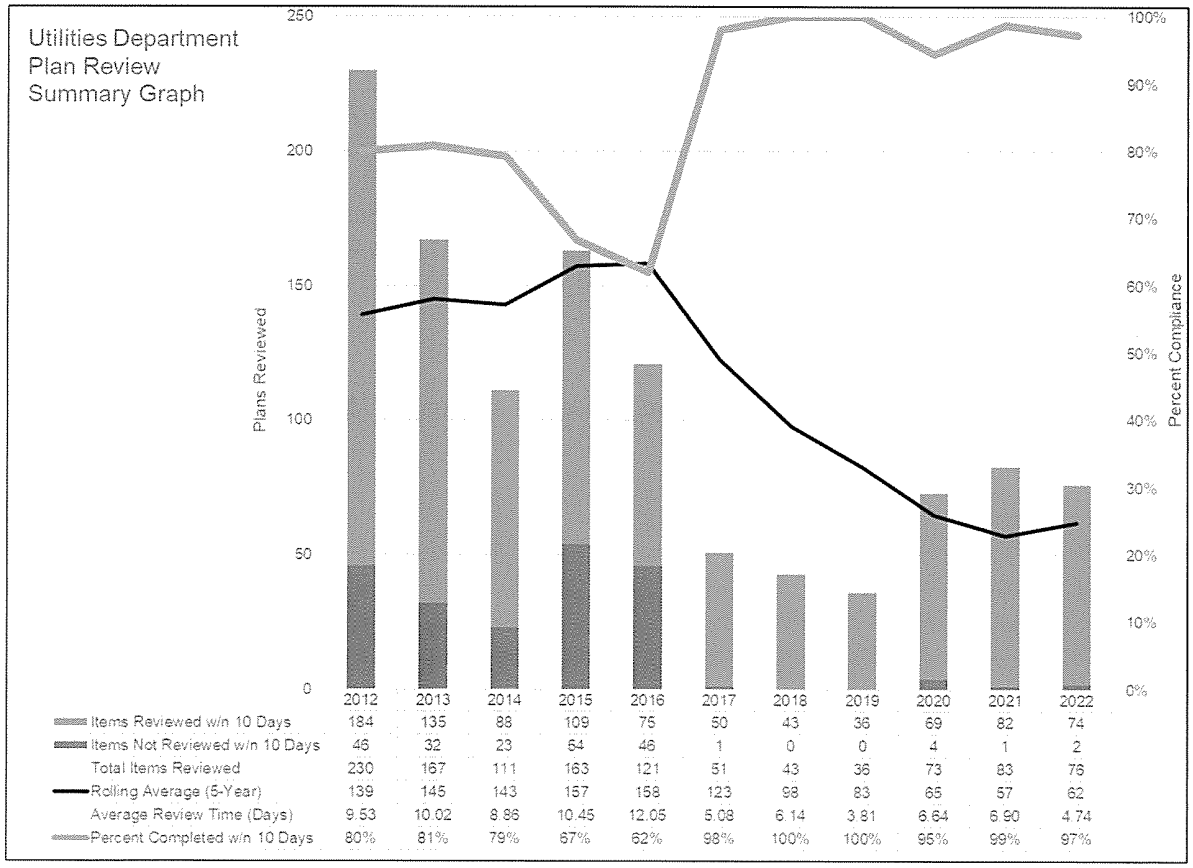
WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 4 commercial entities last month. Of the 4 applications, all 4 applications were assessed since the applications were determined to increase wastewater flows over the previous use of the site. Through May, 82 commercial properties were reviewed and a total of $479,253.78 was assessed to the 58 entities that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed.





PLAN REVIEW:

Seventeen plan sets were reviewed during May. Staff have reviewed 93 plans for FYE2022 with an average review time of 4.87 days and with 98 percent of plans reviewed within 10 days.



RECOUPMENT PROJECTS:

1. NW Sewer Study: 36th Interceptor & Force Main Payback projects established in 1998/1999: Because of abandonment of Carrington LS, two resolutions reducing number of parcels requiring payback approved 01/10/12. Releases for many properties now served by North interceptor system projects were filed of record in 2012. NUA approved appropriation of payback funds on 12/05/17. Collected payback fees of $697 for Jolley Addition on 03/23/18. NUA approved appropriation of payback funds 12/10/19 allowing staff to issue payback checks to developers in late December 2019.
2. Sewer Service Area 5 Payback: Payback project established by R-0304-13 for NUA share of sewer improvements along Highway 9 from the Summit Valley Lift Station to the USPS.
3. North Porter Waterline Payback: Payback project established 04/12/05 for 12-inch waterline constructed by Calvary Free Will Baptist Church along Porter Avenue from Tecumseh Road north. Total payback to date is $0.00 of potential $61,177.
4. 36th Avenue NW Waterline Payback: Payback project established 08/24/99 for 24-inch waterline along 36th Avenue NW from Tecumseh Road to SE 34th in Moore. Total payback to date is $65,123.
5. 24th Avenue NW Waterline Payback: Payback project established 04/22/08 for 24-inch waterline along 24th Avenue NW from convention center to Tecumseh Road. Medcore billed $27,212 on 04/15/20; total payback to date is $87,074 of original project cost of $346,134.
6. Post Oak Lift Station Payback: Payback project approved 04/14/09 for sewer and lift station improvements to serve the Links development and other properties in SE Norman. Construction complete and final payback costs approved 01/25/11. Parcel 5 payback of $15,717.09 paid 12/15/15; total of $15,717.09 paid to date and will be returned to Links at end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previous check was never cashed.
7. Interstate Drive Waterline Payback: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru billed $28,540 on 04/24/20 and UNP was billed $32,963 for detention pond on 04/24/20.
8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

4 Water Well Permits (22-1976, -1996, -2119, and -2212) were issued for the month of May.

May 2022
ENVIRONMENTAL SERVICES DIVISION
MONTHLY REPORT

INSPECTIONS		May	Year to date
Fats, oil and grease (FOG) program		**34**	**68**
Food license approval		**3**	**2**
Significant Industrial Users		2	29
	Total inspections	**39**	**99**

ROUTINE ACTIVITIES	May	Year to date
Significant Industrial User sites sampled	5	32
Required annual 40 CFR Part 122, Appendix D, Table II monitoring completed (%)	0%	100%
Required quarterly 40 CFR Part 122, Appendix D, Table III monitoring completed (%)	0%	50%
HHWF: cars served	81	271
Pounds of Material Collected	6470.5	**26963**

REVENUE		May	Year to date
FOG Program		**$200.00**	**$30,450.00**
Surcharge		$6,483.11	$92,595.42
Lab Analysis Recovery		$0.00	$16,827.23
Industrial Discharge Permit		$0.00	$500.00
	Total revenue	**$6,683.11**	**$140,372.65**

ENVIRONMENTAL CONTROL ADVISORY BOARD (ECAB)

1. Provided staff liaison support including agenda setting, meeting attendance, minutes preparation, and issue research. May 18th
2. Discussed Yard by Yard inceased certification. Cleveland County involvement.
3. Michele delivered awards to student and teacher winners for Water's Worth It Poster Contest
4. Received landscape spraying questionnaire responses from City Depts. Awaiting responses OU and NPS
5. Began discussing the Mayor's Climate Agreement and subcommittees

MISCELLANEOUS ACTIVITIES

1. Staff maintain and loan out recycling containers for special events. Containers are routinely used at the OKC Memorial Marathon, Earth Day, May Fair, Summer Breeze concerts, Midsummer Nights Fair, Groovefest, and 2nd Friday Art Walks.
2. Working on Phase II of the Fats, Oils and Grease Program (FOG) - to include OU businesses, fraternities, sororities, and long-term care facilities.
3. Staff is working with other departments to increase energy efficiency - i.e. turning off computers, duplex printing, anti-idling, methane recovery, and retrofitting pumps with variable speed drives.
4. Acts as President of LTWA providing support including agenda setting, issue research and collaboration
5. Facilitated Mayoral celebration of Artful Inlets installation
6. Coordinating stormwater permitting (State and local) for WRF Solar Project
7. Facilitated Garver-City employee joint lunch and clean-up event at Ruby Grant Park on May 6

CITY OF NORMAN
DEPARTMENT OF UTILITIES
LINE MAINTENANCE DIVISION

MONTHLY PROGRESS REPORT
WATER MAINTENANCE

	FYE 2022		FYE 2021	
May 2022	MONTH	YTD	MONTH	YTD
New Meter Sets:	**43**	**503**	**51**	**561**
Number Short Sets	41	487	51	559
Number Long Sets	2	16	0	2
Average Meter Set Time	5.98	4.35	5.24	4.64
Number of Work Orders:				
Service Calls	405	4,695	328	4,803
Meter Resets	1	4	2	12
Meter Removals	6	33	0	22
Meter Changes	54	416	49	633
Locates Completed	324	8,085	1,209	8,268
Number of Water Main Breaks	4	137	17	190
Average Time Water Off	1.69	15.00	2.21	2.11
Fire Hydrants:				
New	0	2	0	2
Replaced	0	5	0	7
Maintained	85	1,223	194	1,092
Number of Valves Exercised	199	1,963	193	2,022
Feet of Main Construction	0	1,222	60	2,123
Hours of Main Construction	150	2,433	89	2,291
Meter Changeovers	0	19	0	32
OJI's	0	1	0	1
Hours Flushing/Testing New Mains	63.85	1,746	108	612
Hours Worked Outside of Division	0.00	425.83	59	803

CITY OF NORMAN
DEPARTMENT OF UTILITIES
LINE MAINTENANCE DIVISION

MONTHLY PROGRESS REPORT
SEWER MAINTENANCE

	FYE 2022		FYE 2021	
May 2022	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	2	13	3	23
Property Owner Responsibility	19	198	17	248
TOTAL	21	211	20	271
Number of Feet of Sewer Cleaned:				
Cleaned	90,113	1,101,506	160,726	1,069,800
Rodded	2,235	29,762	3,945	57,768
Foamed	0	74,476	0	81,695
SL-RAT	620	33,347	0	112,739
TOTAL	**92,968**	**1,239,091**	**164,671**	**1,322,002**
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	0	0	0
Obstruction	1	5	0	5
Private	0	9	0	6
Other (Lift Station, Line Break, etc.)	0	0	0	1
Total Overflows	**1**	**14**	**0**	**12**
Feet of Sewer Lines Televised	12,146	208,305	22,975	234,548
Locates Completed	340	3,280	290	2,927
Manholes:				
Inspected	1,100	11,440	1,220	12,271
New	0	2	0	2
Rebuilt	0	0	0	0
Repaired	0	36	0	25
Feet of Sewer Lines Replaced/Repaired	0.00	70.00	0	69
Hours Worked at Lift Station	105.46	1,020.69	127	1,283
Hours Worked for Other Departments	2.10	53.54	1.30	82.05
OJI's	0	2	0	0
Square Feet of Concrete	0	0	0	324
Average Response Time (Hours)	24.00	25.49	32.00	26.34
Number of Claims	0.00	0.00	0.00	0.00

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
May 1-31, 2022

Flow Statistics

	FYE 2022		FYE 2021	
	This Month	YTD	This Month	YTD
Total Influent Flow (M.G.)	402.3	3674.1	443.7	3939.7
Total Effluent Flow (M.G.)	399.3	3448.1	428.0	3843.9
Influent Peak Flow (MGD)	25.6	25.6	21.8	21.8
Effluent Peak Flow (MGD)	25.3	25.5	21.5	21.5
Daily Avg. Influent Flow (MGD)	12.9	11.2	14.3	11.6
Daily Avg. Effluent Flow (MGD)	12.3	10.2	13.8	11.3
Precipitation (inches)	10.5	26.9	6.9	30.0

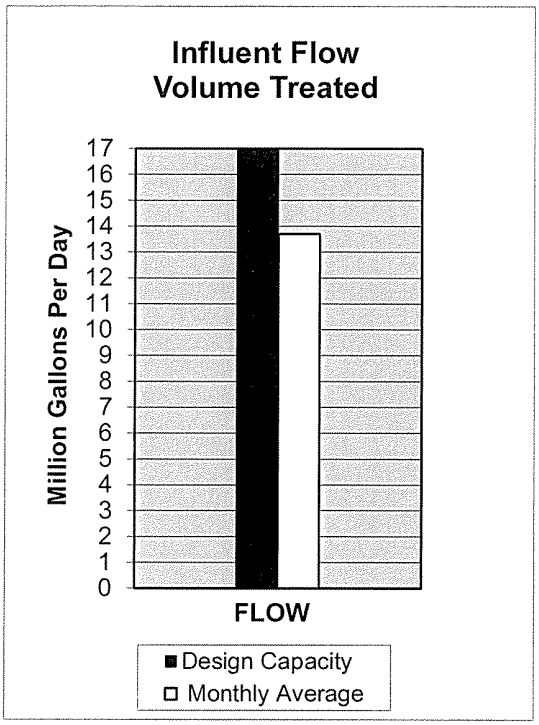
Discharge Monitoring Report Stats	EPA minimum percentage removal 85%	
5 day BOD:	Avg.	Avg.
Influent Total (mg/l)	150	160
Effluent Carbonaceous Total	2	2
Percent Removal	98.7	98.8
Total Suspended Solids:		
Influent (mg/L)	330	540
Effluent (mg/L)	4	4
Percent Removal	98.8	99.3
Dissolved Oxygen:		
Influent (min)	0.9	0.4
Effluent (min)	6.1	6.3
pH		
Influent (Low)	6.7	7.0
(High)	7.3	7.4
Effluent (Low)	6.7	7.3
(High)	7.2	6.9
Ammonia Nitrogen		
Influent (mg/L)	25.0	19.1
Effluent (mg/L)	0.4	0.4
Percent Removal	98.4	97.8

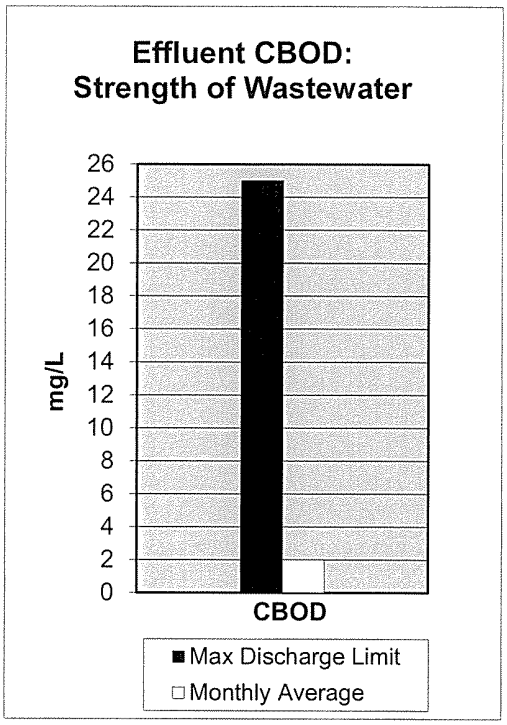
Utilities

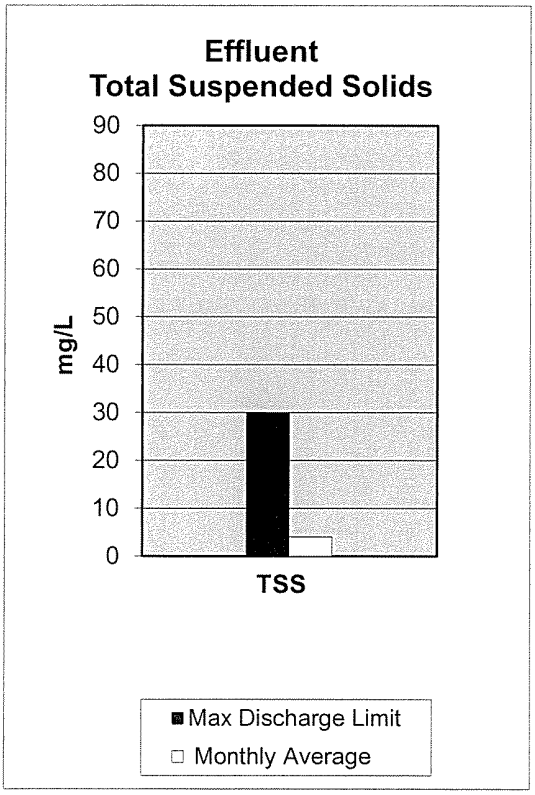
Electrical				
Total kWh Used (Plant wide)		557,100	550,340	5,582,640
Aeration Blowers		198,000	238,800	2,034,700
UV Facility		44,000	57,800	567,400
Natural Gas				
Total cubic feet/day (plant wide)		364,000	518,000	5,600,000
Public Education (Tours)	1	4	1	16
Total Attendees for FYE 22		85		50
Reclaimed Water System (MG)		0.0	0.0	0.0
OU Golf Course	10.52	66.4	5.2	56.6

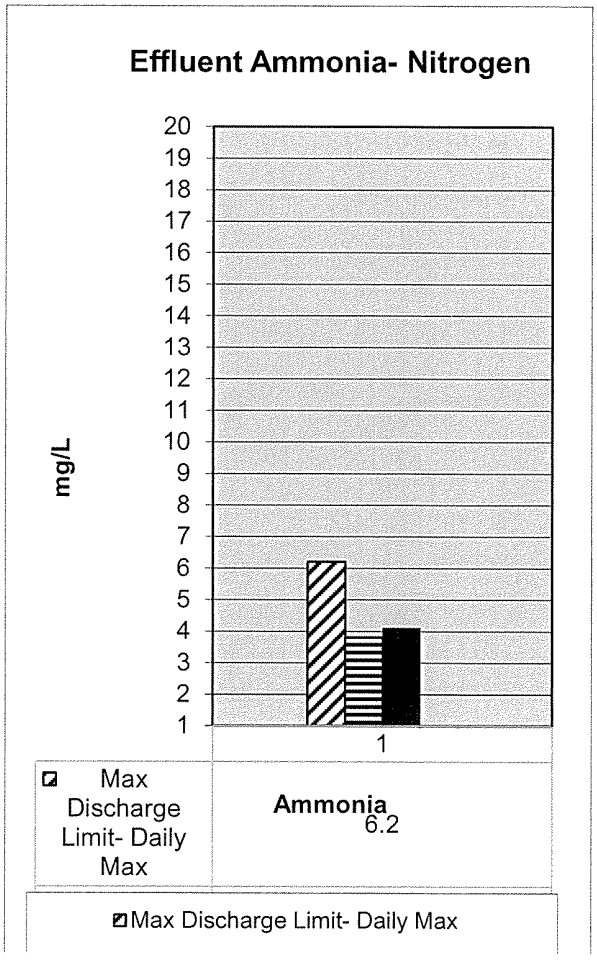
E. coli average for May 2022 **13** MPN/100 (Limit is 126)

CITY OF NORMAN
WATER RECLAMATION FACILITY
May 2022









Comments here

CITY OF NORMAN, OKLAHOMA
DEPARTMENT OF UTILITIES

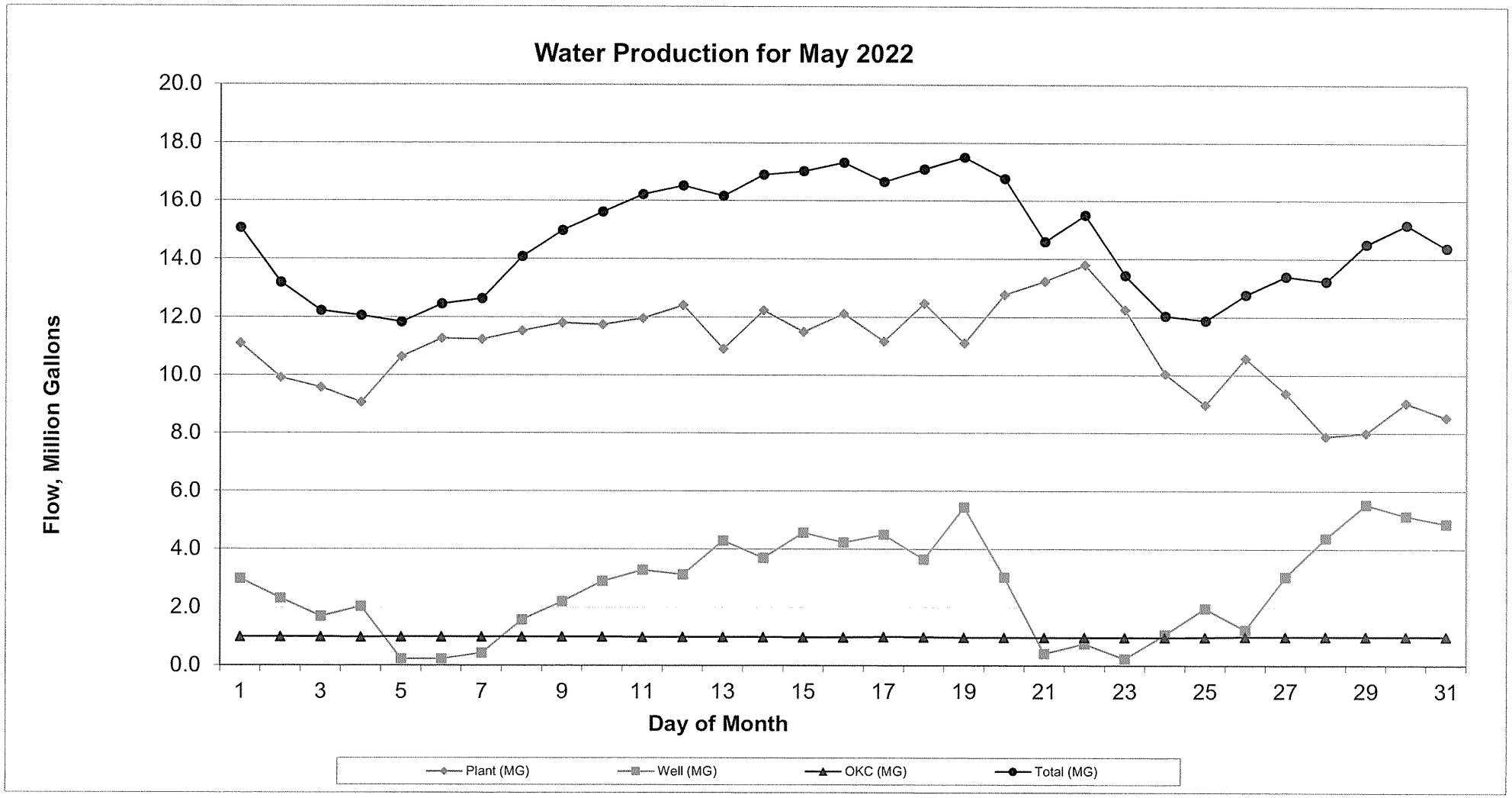
MONTHLY PROGRESS REPORT

WATER TREATMENT DIVISION

MONTH: May-2022

	FYE 2022		FYE 2021	
Water Supply	This month	Year to date	This month	Year to date
Plant Production (MG)	338.14	3268.16	347.14	3439.06
Well Production (MG)	75.37	1127.21	11.39	843.68
Oklahoma City Water Used (MG)	29.16	327.21	29.62	335.37
Total Water Produced (MG)	442.67	4722.57	388.15	4618.12
Average Daily Production	14.28	14.10	12.52	13.79
Peak Day Demand				
Million Gallons	17.50	20.88	16.61	26.00
Date	5/19/2022	8/26/2021	5/7/2021	8/23/2020
System Capacity (see note 1)	25.78	25.78	23.35	23.35
Demand Above Capacity (Peak Day)	0.00	0.00	0.00	2.65
Note 1: Beginning June 2016 the System Capacity includes the Oklahoma City water line. (Plant + Wells + OKC)				
Costs				
Plant	$709,168.36	$7,408,151.88	$756,409.69	$8,171,158.28
Wells	$210,453.27	$2,470,474.58	$197,374.51	$2,362,296.37
OKC	$149,766.82	$940,247.23	$76,870.90	$912,714.56
Total	$1,069,388.45	$10,818,873.69	$1,030,655.10	$11,446,169.21
Cost per Million Gallons				
Plant	$2,097.26	$2,266.77	$2,178.99	$2,375.99
Wells	$2,792.27	$2,191.68	$17,322.67	$2,799.98
OKC	$5,136.04	$2,873.53	$2,595.15	$2,721.49
Total	$2,415.77	$2,290.89	$2,655.28	$2,478.54
Water Quality				
Total Number of Bacterial Samples	95	1,057	90	982
Bacterial Samples out of Compliance	5	20	0	2
Total number of inquiries (Note 2)	3	33	44	70
Total number of complaints (Note 2)	3	36	0	35
Number of complaints per 1000 service connections	0.08	0.93	0.00	0.87
Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished.				
Safety				
Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	0	3	1	3
Public Education				
Number of tours conducted	2	17	1	2
Number of people on tours	21	208	20	21

Notes:
Staff making progress on getting bleach geneartion system in service.
Meyer continues to work on cleaning out Laggon 2 - rain has caused delay.
Solar project nearing completion.


Water Production for May 2022
Flow, Million Gallons
20.0
18.0
16.0
14.0
12.0
10.0
8.0
6.0
4.0
2.0
0.0
1
3
5
7
9
11
13
15
17
19
21
23
25
27
29
31
Day of Month
Plant (MG)
Well (MG)
OKC (MG)
Total (MG)

MONTHLY TRANSFER STATION REPORT
May 2022

	TONS PER MONTH	REVENUE PER MONTH
O.U. TONS	386.65	$19,515.20
STANDARD TONS	1,972.52	$112,057.36
CASH TONS:	432.92	$20,399.20
TOTALS:	2,792.09	$151,971.76

		MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.		517.00
# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.		10574.61
# OF LOADS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS.		0.00
# OF TONS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS:		0.00
TOTAL LOADS BROUGHT TO LANDFILLS:		517.00
GRAND TOTAL TONS TO LANDFILLS		10,574.61
DISPOSAL COST PER TON (OKC)		$21.47
TIPPING FEE'S FOR DUMPING AT OKC:		$227,036.88
GRAND TOTAL TIPPING FEE'S		$227,036.88
# OF LOADS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS:		644.00
# OF TONS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS:		4442.96
# OF LOADS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS:		420.00
# OF TONS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS:		3091.19
TOTAL LOADS BROUGHT TO TRANSFER STATION:		1064.00
TOTAL TONS BROUGHT TO TRANSFER STATION:		7534.15
MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:		105.11
TOTAL TONS RECEIVED AT TRANSFER STATION		21005.96

Drop Center Report MAY 2022

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBs Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	$ Diverted
ALUMINUM:	$1,780.00	$0.00	0	0	0%	$21.47	90.73	$1,947.97
PLASTICS:	$15.00	$0.00						
STEEL CANS:	$0.00	$0.00						
MIXED OFFICE PAPER:	$55.00	$0.00						
CARDBOARD:	$130.00	$0.00						

RECYCLING CENTER DATA:	#9	Westwood	Hollywood	Transfer				
	TONS	TONS	Tons	Tons	Total Tons	PRO/FEE	Revenues	Net
ALUMINUM:	0.26	0.35	0.64	0	1.25	$0.00	$2,225.00	$2,225.00
PLASTICS:	1.75	1.51	3.7	0	6.96	$0.00	$104.40	$104.40
STEEL CANS:	0.21	0.2	0.45	0	0.86	$0.00	$0.00	$0.00
MIXED OFFICE PAPER:	5.54	3.26	7	0	15.8	$0.00	$869.00	$869.00
CARDBOARD:	14.01	10.2	24.53	1.26	50	$0.00	$6,500.00	$6,500.00
RECYCLING CENTER TOTALS:	21.77	15.52	36.32	1.26	74.87	$0.00	$9,698.40	$9,698.40

Other Cardboard Containers		Compactors		Wood		Glass		Metal	
TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues
57.12	$7,425.60	3.89	$505.70	0	$0.00	25.61	$0.00	4.11	$493.20
								Cost	$170.00
								Profit	$323.20

Expenses	Average hrly+ benefits			$26.78	
	Cage Rolloff	Cardboard	Occ Compact	MXD Office	Total
Hours	38	189	4	14	245
Labor $	$1,017.64	$5,061.42	$107.12	$374.92	$6,561.10
Vehicle cost	$40.66	$1,900.08	$4.47	$14.98	$1,960.19

Revenue	Income	Expense	Net
	$29,778.73	$8,521.29	$ 21,257.44

Customer Revenue
$11,825.83

Total All Recycle and Cardboard	
Tons	Revenues
165.60	$17,952.90

Total Recycle Only	
Tons	Revenues
54.59	$3,521.60

Total Cardboard	
Tons	Revenues
111.01	$14,431.30

CURBSIDE MONTHLY RECYCLING REPORT

MAY

PROGRAM STATISTICS	
	AVERAGE MONTH
SET OUT/PARTICIPATION RATE:	91%
AVERAGE TONS PER DAY :	23.12
POUNDS PER HOME:	12.58

COMMODITY BY TON		
	% of Total	**TONS**
ALUMINUM BEVERAGE CAN	1.96%	7.4
#1 PET	4.08%	15.4
NEWS	0.00%	0
GLASS CONTAINERS	10.07%	38
MIX PAPER	29.67%	111.97
PLASTIC FILM	0.60%	2.26
#2 NATURAL	1.11%	4.19
#2 COLOR	1.66%	6.26
#3-#7	0.00%	0
METAL	0.30%	1.13
RIGIDS	0.26%	0.98
TIN-STEEL SCRAP	2.14%	8.08
TRASH	27.91%	105.33
OCC	20.24%	76.39
TOTAL	**100.00%**	**377.39**

	MONTH
SERVICE CALLS (MISSES)	52
HOUSESIDE	13
REMINDER	2
SCATTERED	0
MISC.	1
REPAIR	26
NEW	32
ADD	6
MISSING	7
EXCHANGE	2
REPLACE	16
PICK UP	14
TOTAL CALLS	171.00

	MONTH
LANDFILL COST AVOIDANCE	$7,453.45

SANITATION DIVISION PROGRESS REPORT

SUMMARY 2022

	FYE 21		FYE 22	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
Vehicle Accidents	0	6	**0**	10
On The Job Injuries	1	9	**0**	5
Bulk Pickups	14	270	**34**	325
Refuse Complaints	100	1120	**100**	1160
New Polycarts Requests	53	751	**52**	610
Polycarts Exchanges	5	92	**8**	98
Additional Polycart Requests	33	786	**78**	952
Replaced Stolen Polycarts	20	203	**15**	263
Replaced Damaged Polycarts	69	948	**89**	860
Polycarts Repaired	40	441	**42**	454

COMPOST MONTHLY REPORT

MAY

	MONTH
TONS BROUGHT IN BY COMPOST CREWS:	537.39
LANDFILL TIPPING FEE'S	$ 21.47
SAVINGS FROM NOT DUMPING AT LANDFILL:	$ 11,537.76
TONS BROUGHT IN BY PUBLIC:	1,000.00
TONS BROUGHT IN BY CONTRACTORS :	2,200.00
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	35.00
LANDFILL TIPPING FEE'S	$ 21.47
SAVINGS FROM NOT DUMPING AT LANDFILL:	$ 69,455.45
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	$ 80,993.21
REVENUE COLLECTED FROM COMPOST SALES:	**$750.00**
REVENUE COLLECTED FROM GATE SALES:	**$15,503.00**
TOTAL TONS COLLECTED	**3,772.39**
TOTAL REVENUE COLLECTED	**$16,253.00**

	MULCH CUBIC YDS MONTH	COMPOST CUBIC YDS MONTH
PARKS DEPT.		
ROAD & CHANNEL		
LINE MAINTENANCE		
STREET DEPT.		
WATER TREATMENT		
MURPHY PRODUCTS OKC		
SELF LOADING BIN	**65**	
DRYING BEDS	**10,584**	
COMPOST SOLD BY CUBIC YARDS		**219**
MULCH SOLD BY CUBIC YARDS	**3,106**	
TOTAL:	**13,755**	**219**

File Attachments for Item:

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

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

office memorandum

Date: April 14, 2022

To: Darrell Pyle, City Manager

Through: Chris Mattingly, P.E., Director of Utilities CM

From: Nathan Madenwald, P.E., Utilities Engineer NM

Subject: Contract K-1920-73 – Change Order No. 5
Project WW0307I – FYE 17 Sewer Maintenance Project

On April 14, 2020, the Norman Utilities Authority approved Contract K-1920-73 with Horseshoe Construction, Inc. for the construction of Project WW0307I – FYE17 Sewer Maintenance Project in the amount of $2,796.161.25. The project will replace approximately 28,000 feet of 6, 8, and 12-inch sanitary sewer line and will rehabilitate existing manholes. The existing lines and manholes have deteriorated warranting replacement. With the contract award on April 14, 2020, Change Order No. 1 was approved and is a no-cost change order to reduce funding for Mobilization and increase funding for Site Restoration. Change Order No. 2 was approved on June 9, 2020 to increase the contract by $129,564.00 to add the replacement of approximately 990 feet of 12-inch sewer line under Chautauqua Avenue. Change Order No. 3 was approved on October 28, 2020, to decrease the contract by $910.00 by deleting the installation of clean-outs and increasing the quantities required to complete the work along Chautauqua Avenue, specifically to account for unforeseen storm sewer conflicts. Change Order No. 4 was approved on August 10, 2021, to increase the contract by $27,529.00 to revise the design for the replacement of lines on 9th Avenue NE.

Several lines within the project were extremely deep and would have created significant impacts to the residents in the best case condition and would have been extremely disruptive if a problem occurred during pipe bursting. To reduce this risk, Change Order No. 5 will install cast-in-place fiberglass pipe and internal reconnections where the condition will allow their installation.

Change Order No. 5 is an increase for the project in the amount of $20,000.00. Combined with other change orders, the overall change to the contract price is $176,183 or 5.92 percent over the original contract price of $2,796,161.25 for a new contract price of $2,972,344.25. For Change Order No. 5, pursuant to Resolution No. R-1112-55 since the change order is less than $40,000, the City Manager may approve this item and approval by the City Council is not required. Approval of Change Order No. 5 is recommended.

cc: Nathan Madenwald, P.E., Utilities Engineer
Brenda Hall, City Clerk
File

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE:	April 5, 2022
CHANGE ORDER NO.:	Five (5)
CONTRACT NO.:	Contract K-1920-73
PROJECT:	FYE17 Sewer Maintenance Project
CONTRACTOR:	Horseshoe Construction, Inc.
	2309 S. Battleground Road
	La Porte, TX 77571

	Contract Time		Contract Amount
ORIGINAL:	360	calendar days	$2,796,161.25
PREVIOUS CHANGE ORDERS:	109	calendar days	$156,183.00
THIS CHANGE ORDER:	250	calendar days	$20,000.00
REVISED AMOUNT:	719	calendar days	$2,972,344.25
ORIGINAL START DATE:	April 27, 2020		
ORIGINAL COMPLETION DATE:	April 22, 2021		
PREVIOUS COMPLETION DATE:	August 9, 2021		
NEW COMPLETION DATE:	April 16, 2022		

DESCRIPTION:	$ Increase	$ Decrease
Item 1: Allowance to use cast-in-place-pipe in lieu of pipe bursting method and use of internal sewer reconnections to reduce impacts to customers.	20,000.00	0.00
item 2: Increase contract time due to material delivery challenges associated with the cast-in-place-pipe materials.	0.00	0.00

SUBMITTED BY CONTRACTOR: Horseshoe Construction, Inc. Date: 4-5-2022

RECOMMENDED BY ENGINEER: Nathan Maderwald, P.E., Utilities Engr. Date: 4/14/22

REVIEWED AS TO FORM AND LEGALITY: City Attorney Date: 4/18/22

ACCEPTED BY NORMAN UTILITIES AUTHORITY: Darrel Pyle, City Manager Date: 4-19-22

Change Order No. 5					Page 2 of 2
Contract K-1920-73					
Attachment 1					
Item 1: Allowance to use cast-in-place-pipe in lieu of pipe bursting method and use of internal sewer reconnections to reduce impacts to customers.					
Bid Item	Description	Unit	Quantity	Unit Price	Total Price
CO5-1	Addition of Cast-In-Place Pipe (CIPP) as Allowable Installation Method per Attached Specifications (Quantity to be Claimed in Addition to Item 9)	LF	1806.00	$0.00	$0.00
CO5-2	Service Reconnections for CIPP Sections - Includes Internal Reconnections and Service Line Lining to Top Vertical Bend or Internal Reconnection to Previously Replaced Service Reconnection per Attached Specifications (Services cannot also be claimed under Item 22)	LS	1.00	$20,000.00	$20,000.00
				Subtotal	**$20,000.00**

office memorandum

Date: June 9, 2022

To: Darrel Pyle, City Manager

From: Mike White, Fleet Program Manager
Through: Shawn O'Leary, Director of Public Works

Subject: CNG Time Fill System Expansion Change Order

On June 23, 2020 Council approved contract K-1920-136 with Domino Equipment Company LLC in the amount of $399,876.86 for the CNG Time Fill System Expansion for the new Norman Public Transit and Park Maintenance Facility. Due to excessively wet conditions during construction, gravel had to be added in order to physically backfill the trenches and have adequate compaction of the subgrade under the paved lot to keep from having excess settlement in the trenches. The additional gravel cost is $8576.30 to Domino Equipment Company LLC. This expense was not part of the original contract.

If you have further questions or need additional information, please do not hesitate to contact us.

Mike White, Fleet Program Manager

Attachments:
Change Order Summary
Domino Equipment Company LLC Invoice
City Council Staff Report

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 1 DATE: 06/09/2022

CONTRACT NO.: K-1920-136 SUBMITTED BY: Mike White

PROJECT: CNG Time Fill System Expansion Project

CONTRACTOR: Domino Equipment Co.

Original Completion Date: 02/28/2022

Previous Completion Date 09/01/2021 ORIGINAL CONTRACT AMOUNT $ 399,876.86

(Increase) this change order __Calendar days

New Completion Date _____ PRESENT CONTRACT AMOUNT $ 399,876.86

DESCRIPTION	DECREASE	INCREASE
See change order detail.		$ 8576.30

Note: This change order is based completely on the unit prices from the original contract. There are no new items.

NET CHANGE $ 8576.30

REVISED CONTRACT AMOUNT $ 408,453.16

CONTRACTOR: [signature] DATE: 6-9-22

ARCH./ENGINEER: [signature], P.E. DATE: 6/9/22

CITY ATTORNEY: [signature] DATE: 6/14/22

ACCEPTED BY: [signature] DATE: 6-16-22

Darrel Pyle, City Manager

CHANGE ORDER DETAIL
CHANGE ORDER NO. ___
City of Norman
Cleveland Co., Oklahoma

Project Name CNG Time Fill Expansion

Project Account Number: 27590078-46101
Project Number: BG0079-CONST
Contract No.: K-1920-136

Design Engineer: Small Arrow Engineering LLC
Address/Phone:
216 S. Main St.
PO Box 1538
Joplin, MO 64801
417-624-2333

A. Change Orders or addenda to public construction contracts of One Million Dollars ($1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.

B. Change orders or addenda to public construction contracts of over One Million Dollars ($1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars ($150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.

C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.

D.

1. All materials with cost per item;
2. Itemization of all labor with number of hours per operation and cost per hour;
3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
5. Profit for the contractor.

E. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.

2. When the unit price change does not exceed Ten Thousand Dollars ($10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection G of this section.

F. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

DETAILED COST ITEMIZATION

CHANGE ORDER NO. 1 (Continued)

PROJECT NAME: CNG Time Fill Expansion

Item	Description	Decrease	Increase
1.00	**Hauling 3/8" washed chip rock for backfilling CNG line in Phase III lot**		$8576.30

NORMAN UTILITIES AUTHORITY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

DATE:	December 27, 2021
CHANGE ORDER NO.:	One (1)
CONTRACT NO.:	K-2021-10
PROJECT:	SA0012/SA0009 - HHW and CM Facilities
CONTRACTOR:	Landmark Construction Group, LLC
	13301 N Sante Fe Ave, OKC, OK 73114

	Contract Time		Contract Amount	
ORIGINAL:	240	calendar days	$2,327,300.00	
PREVIOUS CHANGE ORDERS:	0	calendar days	$0.00	
THIS CHANGE ORDER:	45	calendar days	$38,194.00	1.64%
REVISED AMOUNT:	285	calendar days	$2,365,494.00	
ORIGINAL START DATE:	March 1, 2021			
ORIGINAL COMPLETION DATE:	October 27, 2021			
PREVIOUS COMPLETION DATE:	October 27, 2021			
NEW COMPLETION DATE:	December 11, 2021			

DESCRIPTION:	Increase / Decrease ($)
Modifications to the Household Hazardous Waste building and site to provide for a more functional design as shown with the changes outlined in Attachment 1 plus the addition of 15 calendar days to the contract time.	18,164.00
Modifications to the Container Maintenance building and site to provide for a more functional design as shown with the changes outlined in Attachment 1 plus the addition of 15 calendar days.	20,030.00
Landmark Construction Group, LLC agrees to complete the work as amended and modified by Change Order No. 1 as described above.	

SUBMITTED BY
CONTRACTOR: Landmark Construction Group, LLC — Date: 12/27/2021

RECOMMENDED BY
ENGINEER: George Winters, Studio Architecture — Date: 1/5/2022

APPROVED AS TO FORM
AND LEGALITY: City Attorney — Date: 4/28/2022

ACCEPTED BY
NORMAN UTILITIES AUTHORITY: City Manager — Date: 4-28-22

Change Order No. 1
Contract K-2021-10

Attachment 1

CHANGE ORDER PAY ITEMS

NUMBER	DESCRIPTION	UNIT	CURRENT CONTRACT AMOUNT	UNIT PRICE	ORIGINAL CONTRACT AMOUNT	QUANTITY INCREASE / DECREASE	COST INCREASE / DECREASE	PERCENT CHANGE
CO1-1	Omit HHW Horizontal Panels (PCO 001)	LS	0	$0.00	$0	1.00	-$4,503.00	N/A
CO1-2	Remove Additional Site Rubble at HHW (PCO 002)	LS	0	$0.00	$0	1.00	$3,300.00	N/A
CO1-3	Flammable Shaft Wall Modifications at HHW (PCO 003)	LS	0	$0.00	$0	1.00	$2,684.00	N/A
CO1-4	Increase HHW Drive Thru Overhead Door Width to 11' (PCO 005)	LS	0	$0.00	$0	1.00	$11,989.00	N/A
CO1-5	Additional Door at HHW for Worker Access (PCO 006)	LS	0	$0.00	$0	1.00	$5,240.00	N/A
CO1-6	Reduction of Concrete Paving at HHW (PCO 007)	LS	0	$0.00	$0	1.00	-$9,531.00	N/A
CO1-7	Conduits for Future Solar (PCO 008)	LS	0	$0.00	$0	1.00	$3,591.00	N/A
CO1-8	Elimination of Wire Mesh Storage (PCO 009)	LS	0	$0.00	$0	1.00	-$3,968.00	N/A
CO1-9	Increase of Bin Wash Door from 8' to 10' (PCO 010)	LS	0	$0.00	$0	1.00	$12,968.00	N/A
CO1-10	20-Year Water Tightness Warranty and Roof Curb Modifications (PCO 011)	LS	0	$0.00	$0	1.00	$7,587.00	N/A
CO1-11	Access Control for CM Paint Room (PCO 012)	LS	0	$0.00	$0	1.00	$3,599.00	N/A
CO1-12	Loop Sensor at HHW Gate (PCO 013)	LS	0	$0.00	$0	1.00	$2,010.00	N/A
CO1-13	Flammable Storage Area Modifications for Emergency Door Controls (PCO 014)	LS	0	$0.00	$0	1.00	$3,228.00	N/A
SUBTOTAL					$0		$38,194.00	
	Original Contract Amount				**$2,327,300.00**			
	Change Order No. 1				$38,194.00	1.64%		
	Final Contract Amount				**$2,365,494.00**			

office memorandum

DATE: June 7, 2022

TO: Darrel Pyle, City Manager

FROM: Kathryn Walker, City Attorney

K-2122-138

SUBJECT: CONTRACT K-2021-123: A Contract Between The City Of Norman, Oklahoma, And The Performing Arts Studio In The Amount Of $5,600.

BACKGROUND: During the budgeting process for fiscal year 2021-2022 (FYE 2022), a number of requests from non-profit agencies for General Fund budget allocations were specifically reviewed, discussed, and approved by Council. Pursuant to those discussions, funding agreements were prepared and submitted to the various agencies for their execution. One of those agencies is the Performing Arts Studio.

The agreement includes a reporting procedure by the agency to the Council of expenditures of the funds in an amount not to exceed $5,600. This amount is up $600.00 from the previous year's budget allocation. The agreement also provides for cancellation by either party with thirty (30) days written notice and specifically provides for cancellation and return of any unexpended funds should the agency fail to use the funds for the purpose for which they are intended or should the agency be dissolved or cease to exist any time during the contract period.

Section E(5) of this agreement (as well as past agreements) include an automatic renewal provision, which provides that the agreement automatically renews annually provided that the Agency requests the same amount of funding each year and City Council appropriates sufficient funding in the budget. As City Council has appropriated additional money for this fiscal year, a new contract must be executed.

RECOMMENDATION: Staff recommends approval of the attached contract. Funds in the amount of $5,600 should be disbursed from City Council-Contributions and Organizations (10110101-44741).

Contract K-2122-138

FUND DISBURSEMENT AGREEMENT

This agreement is made and entered into on the 14th day of June, 2022, by and between the City of Norman, Oklahoma, a municipal corporation, party of the first part and hereinafter referred to as "City" and

The Performing Arts Studio
(Name of Organization)

party of the second part, and hereinafter referred to as "the Organization," witnesseth:

A. WHEREAS, in Contract No. K-0304-98, as amended, the City leases the property described as the old Santa Fe Train Station located at 200 South Jones Avenue to the Organization at no cost in exchange for the Organization opening the facility to the general public for certain designated hours each week.

B. WHEREAS, the Organization desires to provide hospitality services to members of the public who visit the Santa Fe Train Station.

C. THAT IN CONSIDERATION for the performance by the organization of the covenants and agreements as specified herein, the City covenants and agrees:

1. To disperse to the Organization the sum of $5,600 to be used to provide hospitality to guests at the Santa Fe Depot. Said funds shall be used for this purpose and for no other purpose.

2. It is the intent of the City that the amount of funds dispersed be used as provided in the request attached hereto marked Exhibit "A" and made a part hereof.

D. That in consideration for the performance of the covenants and agreements of the City as stated herein, the Organization covenants and agrees:

1. That the Organization is a 501(1)(c)(3) organization operating in accordance with the Internal Revenue Service regulations.

2. To expend funds granted by the City for the purpose as listed above.

3. To allow a representative of the City to hold an ex-officio position on the Organization's Board of Directors if requested by the City.

4. To provide a written report on the activities of the Organization to the City no later than February 1 of every year with said report to be sent to the attention of the Norman City Clerk. Said report shall also include documentation that the funds provided herein were spent solely for hospitality purposes benefiting the citizens of the City.

E. It is further understood and agreed by both parties:

1. In the event the Organization is dissolved all such funds not yet expended for the purposes provided herein shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.

2. The Organization agrees to keep accurate records of all receipts and collections of its income in a manner approved by the City. The Organization shall make such records available for inspection by the City at any time upon demand and shall submit such records to whomever the City may designate hereafter for the purpose of auditing such records.

3. In the event the Organization should mishandle the expenditure of funds as provided herein, such action will be considered a breach of this agreement, and any unexpended funds as provided by this agreement, from the date of notice by the City, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.

4. This agreement may be canceled by either party upon the giving of thirty (30) days written notice of cancellation to the other. Upon cancellation any unexpended funds as provided by this agreement, from the date of notice of cancellation, shall immediately revert back to the City, and the Organization shall immediately deliver such unexpended funds to the City.

5. This agreement shall automatically renew annually upon City Council approval of the annual budget subject to, and contingent upon, the appropriation of funds sufficient to fund the amount in this agreement. In any event the Organization requests a different amount of funding or proposes a different purpose for expenditure of the funds, a new agreement would be required.

F. It is further understood and agreed by both parties that the Organization and any employee of the Organization is a separate entity from the City, the Organization and its employees are responsible for its actions, and the Organization agrees to indemnify and hold harmless the City from all fines, suits, proceedings, claims, demands, action, loss, and expense from liability of any kind whatsoever (including, but not limited to, attorney fees for costs incurred in litigation) and from any person whomsoever asserting the same

arising or growing out of or in any way connected with the Organization's management, operation, and services.

G. The parties previously had in place Contract No. K-2021-123, as a Fund Disbursement Agreement. Upon approval and executed, this Contract No. K-2122-138 shall entirely supplant and replace Contract No. K-2021-123, which shall then be considered null and void by the Parties.

H. There are no other terms, either express or implied, than those expressly stated herein.

I. In witness hereof, the parties hereto have executed this agreement on the day first above written.

THE PERFORMING ARTS STUDIO

President

ATTEST:

SECRETARY

Approved as to form and legality by the office of the City Attorney this 14th day of June, 2022.

Office of the City Attorney

Darrel Pyle
City Manager

office memorandum

DATE: April 26, 2022

TO: Darrel Pyle, City Manager

THROUGH: Chris Mattingly, Director of Utilities CM

FROM: Michele Loudenback, Environmental and Sustainability Manager

SUBJECT: Consideration of approval or rejection of Contract K-2122-122, with Small Arrow Engineering, LLC in an Amount Not to Exceed $30,000.00 for Engineering Design and Grant Administration Services in connection with the Electric Vehicle Charging Station to be installed at City Hall

BACKGROUND:

Each year, the Association of Central Oklahoma Governments (ACOG) issues a Call for Projects for the Congestion Mitigation Air Quality (CMAQ) – Public Fleet Conversion Funding cycle. The grant program is designed to help cities implement clean fuel projects that strive toward the improvement of regional air quality.

Transportation, especially transportation that utilizes fossil fuels, is a significant source of precursors such as volatile organic compounds and nitrogen oxides, the gasses that react to form ozone. Referred to as mobile source emissions, these precursors are emitted through vehicle exhaust and fuel evaporation, reacting to sunlight in windless conditions to create tropospheric ozone pollution. Research continues to demonstrate the effects of ozone pollution on all populations, but children, the elderly, and anyone with respiratory illnesses such as asthma are particularly vulnerable. Any reduction in ozone-forming emissions translates to increased quality of life for everyone in Central Oklahoma.

DISCUSSION:

The CMAQ program was created by the Intermodal Surface Transportation Efficiency Act of 1991. It was continued by the Fixing America's Surface Transportation (FAST) Act in 2015. The FAST Act continued to provide funding for transportation projects and programs to meet the requirements of Clean Air Act. The funding is available to reduce congestion and help improve air quality with respect to ozone, carbon monoxide, or particulate matter. For 2020, Central Oklahoma did not meet National Ambient Air Quality Standards for particulate matter and was close to nonattainment for ozone.

The City of Norman Alternative Fuel Program, adopted in February 2009, was one of the first such municipal programs in Oklahoma and cemented Norman as a leader in the implementation of alternative fuel technology. In 2009, Norman found that investment in Compressed Natural Gas (CNG) infrastructure and technology was the best course of action until other technologies developed enough to be effective and pervasive methods. Electric vehicle (EV) technology has reached this point now.

This project consists of installing two new high-capacity electric vehicle charging stations in the parking lot at City Hall located on the northwest corner of Gray Street and Santa Fe Avenue. This would allow citizens and visitors utilizing this parking lot to charge their vehicles as they engage in civic activity, conduct business with City departments, visit the post office, and perform other activities.

On November 30, 2021, City Council approved Resolution No. R-2122-65 (City of Norman City Hall EV Charger Project) requesting Congestion Mitigation Air Quality – Public Fleet Conversion Grant Funding for 76% of the anticipated $246,000 construction cost.

On January 13, 2022, the ACOG Metropolitan Planning Organization (MPO) Technical Committee recommended a list of projects be approved for funding, including this project. Then, the ACOG MPO Policy Committee reviewed the list of projects on January 27, 2022 and approved them for funding.

The $246,000 of anticipated construction costs includes an estimated $30,000 for the engineering design and grant administration services. Small Arrow Engineering, LLC, is an engineering/design consultant firm that has worked with the City on many alternative energy projects (initial CNG station installation, CNG station expansion, and transit and public EV chargers on Northbase) and is the firm staff recommends for this project.

Funding for this contract will be from City Hall Electrical Vehicle Charging Station construction account (50594408-46101; project BG0086) which has an available balance of $60,000.

RECOMMENDATION:
Staff recommends approval of Contract No. K-2122-122, between the City of Norman and Small Arrow Engineering, LLC, for completion of engineering design and grant administration services with respect to Contract No. K-2122-107, a grant contract by and between the City of Norman, Oklahoma and the Association of Central Oklahoma Governments (ACOG) accepting the CMAQ-Public Fleet Conversion Funding in the amount of $186,000 for the two (2) dual DC fast electric vehicle charging stations.

Approved by: _____ Not Approved: _____

Reviewed by: Chris Mattingly, Director of Utilities
Kathryn Walker, City Attorney

Attachment: Contract K-2122-122

AGREEMENT

FOR

ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Small Arrow Engineering, LLC (CONSULTANT);

WITNESSETH

WHEREAS, OWNER intends to construct Two (2) Dual DC Fast Charging Electric Vehicle Stations at Norman City Hall using CMAQ Grant #R1-2022 funds from Association of Central Oklahoma Governments (ACOG) (the PROJECT);

WHEREAS, OWNER requires certain professional survey, design, analysis and engineering series in connection with the PROJECT (SERVICES);

WHEREAS, CONSULTANT is prepared to provide said SERVICES; and

NOW THEREFORE, in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree as follows:

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be 4/27/2022.

ARTICLE 2 - COMPLETION DATE

CONSULTANT shall complete the SERVICES in accordance with Attachment A, Project Schedule.

ARTICLE 3 - GOVERNING LAW

The laws of the state of Oklahoma shall govern this AGREEMENT.

ARTICLE 4 - SERVICES TO BE PERFORMED BY CONSULTANT

CONSULTANT shall perform the SERVICES described in Attachment B, Scope of Services.

ARTICLE 5 - COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. CONSULTANT will submit invoices in a manner necessary to the agreement with ACOG so that the OWNER can receive reimbursement. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

6.1. OWNER-Furnished Data: Upon request, OWNER will provide to CONSULTANT all data in OWNER's possession relating to CONSULTANT 's SERVICES on the PROJECT. Such data may include records, reports, studies, plans, record drawings, other data which may be useful in the PROJECT that is available in the OWNER's files, and equipment manuals for the EV Charging Station. CONSULTANT will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by CONSULTANT.

6.2. Access to Facilities and Property: OWNER will make its facilities accessible to CONSULTANT as required for CONSULTANT's performance of its SERVICES

6.3. Timely Review: OWNER will examine CONSULTANT's studies, reports, sketches, drawings, estimates, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.

6.4. Staff Assistance: OWNER will provide services of at least one of OWNER's staff who has right of entry to and knowledge of OWNER's facilities relating to this PROJECT in order to furnish legal assistance in preparation, review and approval of construction documents and to assist in locating existing utilities and in expediting their relocation.

6.5. Record Drawings: OWNER will provide CONSULTANT the construction information required to prepare recode drawings at the conclusion of construction.

ARTICLE 7 - STANDARD OF CARE

CONSULTANT shall exercise the same degree of care skill and diligence in the performance of the SERVICES as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. CONSULTANT shall correct the SERVICES that fail to satisfy this standard of care. No warranty, express or implied is included in this AGREEMENT or in any drawing, specifications, report or opinion produced pursuant to this AGREEMENT.

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

8.1 General. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, CONSULTANT's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and CONSULTANT agree to allocate and limit such liabilities in accordance with this Article.

8.2 Indemnification and Liability. CONSULTANT agrees to indemnify, and hold harmless the OWNER, its officers, servants, and employees, from and against legal liability for all third party tort claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) from bodily injury (including death) or tangible property damage caused by a negligent act, error, or omission of CONSULTANT in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless CONSULTANT, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees recoverable under applicable law) caused by a negligent act, error, or omission of the OWNER in the performance of services under this Agreement, provided such indemnification shall be applicable only to the extent sovereign immunity has been waived pursuant to Oklahoma law. CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.

8.3 Employee Claims. CONSULTANT shall indemnify OWNER against legal liability for damages arising out of claims by CONSULTANT's employees. OWNER shall indemnify CONSULTANT against legal liability for damages arising out of claims by OWNER's employees.

8.4 Consequential Damages. To the fullest extent permitted by law, CONSULTANT shall only be be liable to OWNER for any special, indirect or consequential damages resulting from performance of SERVICES, where CONSULTANT'S behavior was negligent or willful misconduct.

8.5 Survival. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT CONSULTANT shall maintain the following insurance:

9.1 Worker's compensation insurance for CONSULTANT's employees as required by Oklahoma Workers Compensation Statutes.

9.2 Comprehensive general liability insurance with a minimum of $125,000 per accident for bodily injury or death and $25,000 per occurrence for property damage.

9.3 Comprehensive automobile liability insurance with a minimum of $125,000 per accident for bodily injury or death and $25,000 for property damage.

9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of $1,000,000.

CONSULTANT shall furnish OWNER certificates of insurance that shall include a provision that such insurance shall not be canceled without at least thirty days written notice to OWNER. All PROJECT contractors shall be required to include OWNER and CONSULTANT as additional insured on their General Liability Insurance policies.

CONSULTANT and OWNER each shall require its insurance carriers to waive all rights of subrogation against the other and its directors, officers, partners, commissioners, officials, agents and employees for damages covered by property insurance during and after the SERVICES. A similar provision shall be incorporated into all contractual arrangements entered into by OWNER and shall protect OWNER and CONSULTANT to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety and security precautions and programs in connection with the PROJECT; (2) the failure of any contractor, subcontractor, vendor or other PROJECT participant, not under contract to CONSULTANT, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to CONSULTANT in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Since CONSULTANT has no control over the cost of labor, materials or equipment furnished by others or over the resources provided by others to meet PROJECT schedules, CONSULTANT's opinion of probable costs and of PROJECT schedules shall be made on the basis of experience and qualifications as a professional engineer. CONSULTANT does not guarantee that proposals, bids, or actual PROJECT costs will not vary from CONSULTANT's cost estimates.

ARTICLE 12 - REUSE OF DOCUMENTS

Upon OWNER's request CONSULTANT shall furnish OWNER with deliverables and/or other data on electronic media. All documents, including but not limited to, drawings, specifications and computer software prepared by CONSULTANT pursuant to this AGREEMENT are instruments of Service in respect to the PROJECT. Said documents are not intended or represented to be suitable for reuse by OWNER or others on extensions of the PROJECT or on any other PROJECT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by CONSULTANT and furnished to OWNER as part of the Services shall become the property of OWNER; provided, however, that CONSULTANT shall have the unrestricted right to their use. CONSULTANT shall retain its copyright and Ownership rights in its design, drawing details, specifications, data bases, computer software, and other proprietary property. Intellectual property developed, utilized, or modified in the performance of the Services shall remain the property of CONSULTANT.

ARTICLE 14 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen

(15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay CONSULTANT for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to CONSULTANT's compensation.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this AGREEMENT for delays in performance caused by circumstances beyond the reasonable control of the non-performing party. For purposes of this AGREEMENT, such circumstances include, but are not limited to abnormal weather conditions; floods; earthquakes; fire; epidemics; war; riot and other civil disturbances; strikes, work slowdowns and other labor disturbances; sabotage; judicial restraint; and inability to procure permits, licenses, or authorizations from any local, state, or federal agency for any of the supplies, materials, accesses, or SERVICES required to be provided by either OWNER or CONSULTANT under this AGREEMENT.

Should such circumstances occur the non-performing party shall, within a reasonable period after being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this AGREEMENT.

ARTICLE 16 - COMMUNICATIONS

Any communication required by this AGREEMENT shall be made in writing to the address specified below:

CONSULTANT: John H. Bolte, P.E.
Small Arrow Engineering, LLC
Principal
1302 S. Main Street
Joplin, MO 64801
jbolte@smallarrow.com

OWNER: Michele Loudenback, RPES
Norman Utilities Authority (NUA)
201-C West Gray
P.O. Box 370
Norman OK 73070
405-307-7130
michele.loudenback@normanok.gov

Nothing contained in this Article shall be construed to restrict the transmission of routine communications between representatives of CONSULTANT and OWNER.

ARTICLE 17 - WAIVER

A waiver by either OWNER or CONSULTANT of any breach of this AGREEMENT shall be in writing. Such a waiver shall not affect the waiving party's rights with respect to any other or further breach.

ARTICLE 18 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the

particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 19 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and CONSULTANT. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

Attachment A – Schedule
Attachment B – Scope of Services
Attachment C – Compensation

ARTICLE 20 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT each binds itself and its directors, officers, partners, successors, executors, administrators, assigns, and legal representatives to the other party to this AGREEMENT and to the directors, officers, partners, successors, executors, administrators, assigns, and legal representatives of such other party in respect to all provisions of this AGREEMENT.

IN WITNESS WHEREOF, OWNER and CONSULTANT have executed this AGREEMENT.

DATED this _____ day of _____ 20_____.

Small Arrow Engineering, LLC – CONSULTANT

ATTEST

By: _____ _____

Printed Name: John H. Bolte, P.E. Troy E. Dunlap

Title: Principal / Managing Member Sr. Designer / Secretary / Member

Norman Utilities Authority- OWNER

APPROVED as to form and legality this 26 day of April, 2022.

_____
City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this 27th day of April, 2022.

ATTEST

By: _____ _____

Printed Name: ~~Breea Clark~~ DARREL PYLE Brenda Hall

Title: ~~Chairman~~ CITY MANAGER Secretary

ATTACHMENT A

SCHEDULE

CONSULTANT shall exercise its reasonable efforts to complete the work in accordance with the schedule below which is based on longer lead times for equipment orders:

	2022																																	
Tasks	APR				MAY				JUNE				JULY				AUG				SEPT				OCT				NOV				DEC			
Notice to Proceed	X																																	
City Plan Reviews					X			X				X									X				X										
Data Collection	X																																	
Evaluate Existing EV Charging Systems			X																															
Evaluate Site for New EV Charging Systems			X																															
Evaluate EV Charging System Equipment				X																														
Evaluate Access to EV Chargers				X																														
Preliminary Plans/Cost Estimate				X																														
Electrical Systems Design					X																													
Control Systems Design					X																													
Construction Plans/Specs/Cost Estimate						X	X																											
QA/QC Review							X																											
Prepare Equipment / Installation Bid Docs								X																										
Plot & Print Equipment / Installation Package								X																										
Bid Cycle for Equipment / Installation Package									X	X	X	X																						
Award Bid & Order Equipment under PO												X	O	O	O	O	O	O	O	O	O	O	O	O										
Periodic Construction Phase Services																					X		X		X										
Final Inspection / Station Integration																										X								
Prepare Record Drawings / Plot Final Plans																										X	X							
ACOG Quarterly Reports / Coordination									X												X											X			
Project Closeout																											X	X						

ATTACHMENT B

SCOPE OF SERVICES

General Project Scope:

The general scope of work for this project will be the development of design, construction plans, specifications, and other documents for the installation of two (2) dual DC fast-charging electric vehicle stations at Norman City Hall using CMAG Grant R1-2022 funds from ACOG. All design and construction requirements of the City of Norman will be followed. It is understood the scope of work will encompass, but not be limited to: evaluation of field data; research and investigation of relevant topics; development of a preliminary industrial design; appropriate inspection services; identification of potential construction issues and preliminary estimated construction costs; participation in a preliminary review meeting and pre-construction conference and other review meetings with staff and other stakeholders; conduct utility conferences with all effected utility line owners; completion of final construction plans for review; provision certain grant administration services; provision of bidding phase services; provision of construction administration support services; and the culmination of the project by the delivery of as-built plans.

Phase 1 –Design Phase

The CONSULTANT will provide the following services for the project design phase:

A. Attend initial design workshop with OWNER officials and other stakeholders to review general requirements, establish critical design parameters, and discuss scheduling for the project.
B. Perform Site Observation and review of existing systems. Utilize existing Topographic and Boundary Survey, and Geotechnical Investigation for Equipment Pad design.
C. Evaluate Equipment and make recommendations for installation.
    1. Evaluate existing EV Charging Systems
    2. Evaluate locations for New EV Charging Systems
    3. Evaluate EV Charging System Equipment
    4. Evaluate Siting and Access to EV Chargers
    5. Develop EV Station Construction and Electrical Plans
D. Coordination with OWNER personnel as to methods of arranging construction work so that a Sequence of Construction can be developed for the contractor.
E. CONSULTANT will submit the preliminary plans to the OWNER for review along with a preliminary estimate of construction costs.
F. Furnish three (3) copies of the design, construction plans, specifications, and other documents listed in this Section A.1 to the OWNER.
G. Representatives of the project team, including the project manager, will be present during the construction documents review meeting and field review with the OWNER. Prepare minutes of the meeting and disseminate to all attendees.
H. Incorporate OWNER comments, additions, deletions, and/or corrections to the plans and specifications.
I. Furnish final construction drawings, and final contract documents with bidding proposal to the OWNER for final approval and signatures.
J. Prepare final estimate for cost of construction.
K. Furnish construction drawings and contract documents as required during bidding cycles (via contractor deposits).
L. CONSULTANT shall furnish three (3) ½ -size plan sets and two (2) full size plan sets that contain all addendum changes in paper and 1 electronic copy to the OWNER.

Phase 2 – Bidding Phase

The CONSULTANT will provide the following bidding phase services including:

A. OWNER will disburse construction documents to prospective bidders via contractor deposits.
B. Answer questions from prospective bidders and issue interpretations and clarifications in writing to OWNER.
C. Prepare necessary addenda for distribution to all plan holders by the OWNER.
D. Attend pre-bid conference with OWNER staff and prospective bidders to present project requirements and answer project related questions.
E. Attend bid opening. Prepare a tabulation of the bid proposals received and a recommendation for award of the construction contract.

Phase 3 – Construction Phase

The CONSULTANT will provide the following services during the construction phase including:

A. Attend pre-construction conference.
B. Engineering surveys for horizontal and vertical controls will be established by the CONTRACTOR. Any necessary adjustments or re-establishment of controls will be by CONTRACTOR.
C. Respond to requests for information.
D. Respond to requests for clarifications.
E. Review and approve, or take other appropriate action on detailed drawings, shop drawings, and material information submitted by the contractor. Such checking shall be only for conformance with the design concept of the Project and compliance with the information given in the contract documents.
F. CONSULTANT will perform periodic review of construction to observe the work for general conformance with the plans and specifications.
G. Attend project progress meetings.
H. CONSULTANT will prepare and submit change orders and time extensions to the OWNER for approval together with the reason for the change order and a recommendation. This shall include detailed backup information and any necessary drawings to resolve actual field conditions encountered.
I. Attend final inspection. CONSULTANT will prepare a detailed listing of items requiring further attention by the contractor in order to comply with project requirements, prior to making recommendation for final payment.
J. Prepare for the OWNER a set of drawings suitable for scanning or microfilming showing those changes made during the construction process based on marked-up prints, drawings and other data furnished by the Contractor to CONSULTANT, such information being required of the Contractor in the construction Contract Documents. "Record" drawings shall be submitted in the full size/half size form and on a flash drive in digital format.

Phase 4 – Grant Administration

The CONSULTANT will provide the grant administration services including:

A. Prepare Reports per ACOG requirements and submit to ACOG staff. Assist CITY staff with development of project cost spreadsheet.
B. Attend project meetings or Audits with ACOG staff as required.
C. ACOG Coordination with CITY staff.

ATTACHMENT C

COMPENSATION

The OWNER will compensate the CONSULTANT on a lump sum basis for the SERVICES rendered. The lump sum fee is broken down below by task as defined in the Scope of Services:

Phase	Task Description	Total Fee Amount
1.0	Design Phase Services	$18,400
2.0	Bidding Phase Services	$2,520
3.0	Construction Phase Services	$5,920
4.0	Grant Administration Services	$1,800
	Other Expenses (Reproduction Services, Travel)	$1,360
	Total	**$30,000**

CONSULTANT may submit interim statements, not to exceed one per month, for partial payment for SERVICES rendered. The statements to OWNER will be by task for the percentage of work actually completed. The OWNER shall make interim payments within 30 calendar days in response to CONSULTANT's interim statements.

File Attachments for Item:

6. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR THE SUMMIT VALLEY ADDITION, SECTION 3 AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ONE-HALF MILE NORTH OF HIGHWAY 9 AND ONE-HALF MILE EAST OF 24TH AVENUE SE.)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR THE SUMMIT VALLEY ADDITION, SECTION 3 AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (GENERALLY LOCATED ONE-HALF MILE NORTH OF HIGHWAY 9 AND ONE-HALF MILE EAST OF 24TH AVENUE SE.)

BACKGROUND:

This item is a final plat for Summit Valley Addition, Section 3, which is generally located one-half mile north of State Highway No. 9 and one-half mile east of 24th Avenue S.E.

City Council, at its meeting of October 14, 2003, adopted Ordinance O-0304-15 placing this property in R-1, Single-Family Dwelling District. The Norman Development Committee on August 27, 2020, approved the preliminary plat for Summit Valley Addition for an additional five (5) years. The Norman Development Committee, at its meeting of June 8, 2022, approved the program of public improvements and final plat for Summit Valley Addition, Section 3, and recommended that the final plat be submitted to City Council for consideration.

DISCUSSION:

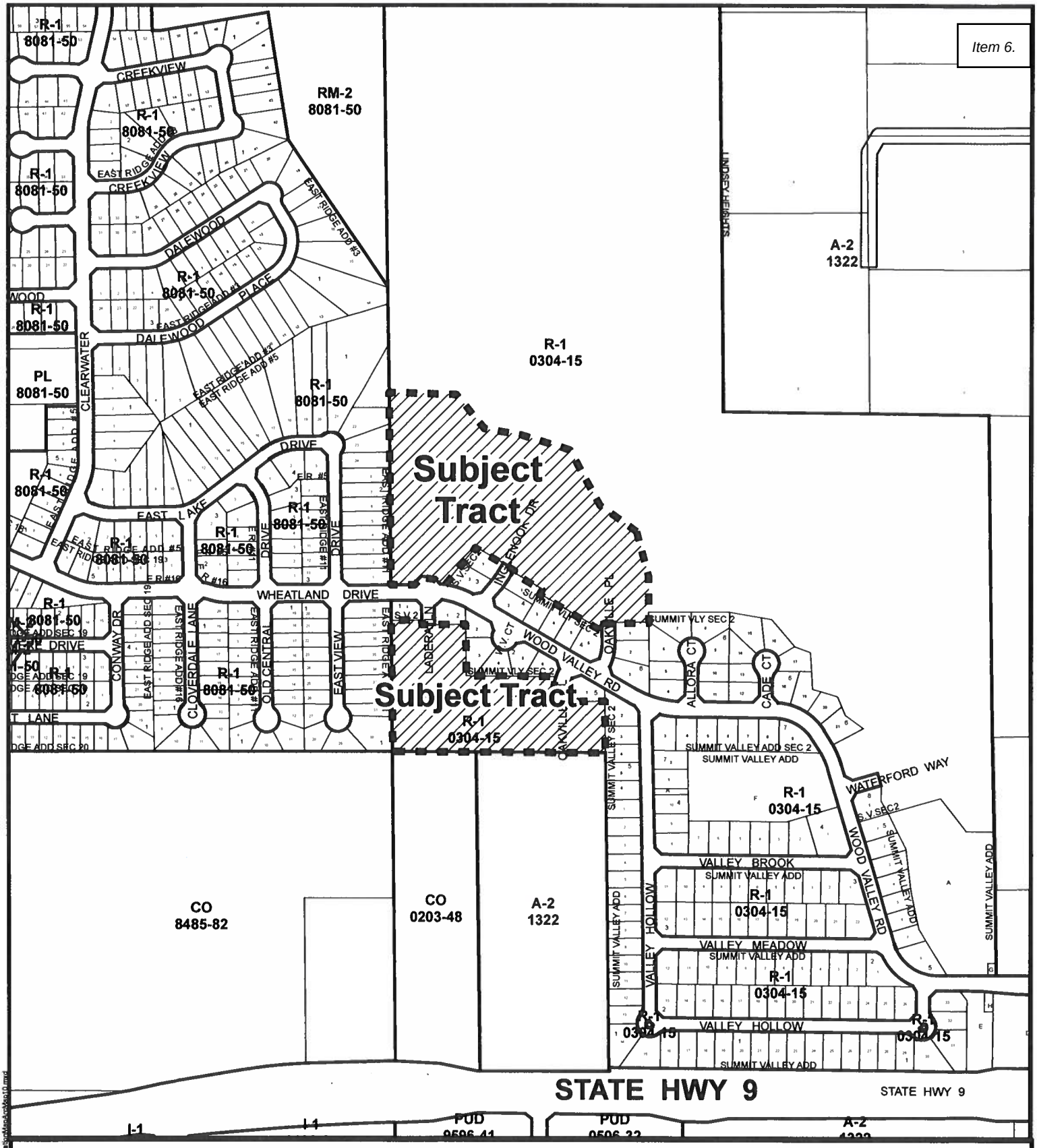
This final plat consists of 19.37 acres with 66 single-family residential lots and 1 common area. With the previous platting of Summit Valley Additions, there are 151 single-family residential lots filed of record. There are approximately 179 R-1, single-family residential lots remaining to be final platted in Summit Valley Addition for a total of 396 single-family lots.

This property contains the Water Quality Protection Zone within Common Area "A." However, there are no proposed residential lots within the WQPZ. Covenants have been provided to and reviewed by City legal staff regarding maintenance and protection of the WQPZ and the plat contains a notation identifying applicable WQPZ regulations. Additionally, there is a small amount of flood plain within Common Area "A."

Construction plans have been reviewed for the required public improvements for this property. These improvements consist of water mains with fire hydrants, sanitary sewer mains, paving, drainage, and sidewalks.

RECOMMENDATION:

The final plat is consistent with the approved preliminary plat. Based upon the above information, staff recommends approval of the final plat and acceptance of the public dedications contained therein, and authorizing the Mayor to sign the final plat, subdivision bonds/cash sureties and maintenance bonds for Summit Valley Addition, Section 3, subject to completion and the City Development Committee's acceptance of the public improvements.



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.

N W E S

June 6, 2022

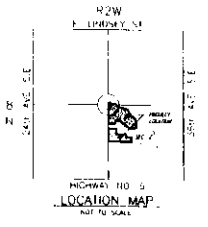
0 250 500 Ft.

Subject Tract

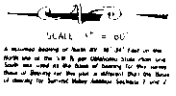
Zoning

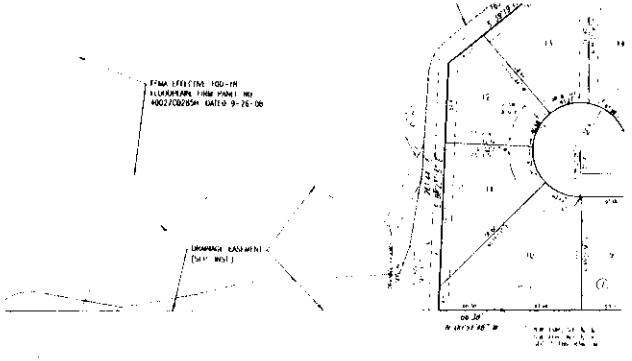
FINAL PLAT
SUMMIT VALLEY ADDITION SECTION 3

A PART OF THE E. ½, SECTION 3, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP
NOT TO SCALE





OWNER'S CERTIFICATE AND DEDICATION
KNOW ALL MEN BY THESE PRESENTS

That we the undersigned, SUMMIT VALLEY DEVELOPMENT, LLC, an Oklahoma Limited Liability Company, by CIES PROPERTIES, INC., Manager, do hereby certify that we are the owners of and the only person or persons, corporation or corporations having any right, title or interest in the land shown on the annexed plat of SUMMIT VALLEY ADDITION SECTION 3 a subdivision of a part of the E ½, Section 3, T8N, R2W, of the Indian Meridian to Norman, Cleveland County, Oklahoma, and have caused the said premises to be surveyed and platted into lots, blocks, streets and easements as shown on said annexed plat, said annexed plat represents a correct survey of all property included therein and is hereby adopted as the plat of land under the name of SUMMIT VALLEY ADDITION SECTION 3, SUMMIT VALLEY DEVELOPMENT, LLC, an Oklahoma Limited Liability Company, dedicates all streets and easements shown on said annexed plat to the public for public highways, streets and easements, for themselves, their successors and assigns forever and have caused the same to be released from all rights, easements and encumbrances except as shown on the Bonded Abstracter's Certificate.

In Witness Whereof the undersigned have caused this instrument to be executed this _____ day of _____, 20__

SUMMIT VALLEY DEVELOPMENT, LLC, an Oklahoma Limited Liability Company
By: CIES PROPERTIES, INC. Manager

Evan Nixon, PRESIDENT

STATE OF OKLAHOMA ss
COUNTY OF _____

Before me, the undersigned, a Notary Public in and for said County and State on the _____ day of _____, 20__, personally appeared Evan Nixon as President of CIES PROPERTIES, INC., Manager of SUMMIT VALLEY DEVELOPMENT, LLC, an Oklahoma Limited Liability Company, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act and deed of by SUMMIT VALLEY DEVELOPMENT, LLC, an Oklahoma Limited Liability Company for the uses and purposes therein set forth.

Given under my hand and seal the day and year last above written
My Commission Expires _____

_____
NOTARY PUBLIC

BONDED ABSTRACTER'S CERTIFICATE

The undersigned, duly qualified abstracter in and for said County and State, hereby certifies that according to the records of said County, title to the land shown on the annexed plat of SUMMIT VALLEY ADDITION SECTION 3, a subdivision of a part of the E ½, Section 3, T8N, R2W, of the IM to Norman, Cleveland County, Oklahoma appears to be vested in SUMMIT VALLEY DEVELOPMENT, LLC, an Oklahoma Limited Liability Company, on the _____ day of _____, 20__, unencumbered by pending actions, judgments, liens, taxes or other encumbrances except minerals previously conveyed and mortgages of record.

Executed this _____ day of _____, 20__

First American Title & Insurance Company

_____ _____

CERTIFICATE OF CITY OF NORMAN DEVELOPMENT COMMITTEE

I, _____, Chairman of the City of Norman Development Committee certify that the public improvement plans and final plat comply with the standards and specifications of the City of Norman on this _____ day of _____, 20__

_____
Development Committee Chairman

ACCEPTANCE OF DEDICATIONS

Be it resolved by the City Council of the City of Norman, Oklahoma that the dedications shown on the annexed plat of SUMMIT VALLEY ADDITION SECTION 3, Norman, Oklahoma are hereby accepted.

Signed by the Mayor of the City of Norman, Oklahoma this _____ day of _____, 20__

ATTEST: _____
CITY CLERK

_____
MAYOR

CERTIFICATE OF CITY CLERK

I, _____, City Clerk of the City of Norman, Oklahoma, hereby certify that I have examined the records of said City and find that all deferred payments on unmatured installments have been paid in full and that there is no special assessment procedure now pending against the land on the annexed plat of SUMMIT VALLEY ADDITION SECTION 3 to the City of Norman, Oklahoma.

Signed by the City Clerk on this _____ day of _____, 20__

_____
CITY CLERK

COUNTY TREASURER'S CERTIFICATE

I, Jim Reynolds, hereby certify that I am the duly elected and acting County Treasurer of Cleveland County, State of Oklahoma, that the tax records of said County show all taxes paid for the year 20__ and all prior years on the land shown on the annexed plat of SUMMIT VALLEY ADDITION SECTION 3, an addition to the City of Norman, Cleveland County, Oklahoma that the required statutory security has been deposited in the office of the County Treasurer, guaranteeing payment of current years taxes. IN WITNESS WHEREOF, said County Treasurer has caused this instrument to be executed at Norman, Oklahoma on this _____ day of _____, 20__

_____
COUNTY TREASURER Jim Reynolds

LICENSED LAND SURVEYOR

I, Troy Dee, do hereby certify that I am a Licensed Land Surveyor in the State of Oklahoma, and that the Final Plat of SUMMIT VALLEY ADDITION SECTION 3, an addition to the City of Norman, Oklahoma, consisting of two (2) sheets, represents a survey made under my supervision on the _____ day of _____, 20__, and that monuments shown thereon actually exist and their positions are correctly shown, that this Survey meets the Oklahoma Minimum Standards for the Practice of Land Surveying as adopted by the Oklahoma State Board of Licensure for Professional Engineers and Land Surveyors, and that said Final Plat complies with the requirements of Title 11 SECTION 41-108 of the Oklahoma State Statutes.

Golden Land Surveying
7304 NW 164th St., Suite B
Edmond, OK 73013
PH: (405) 802-7883

Troy Dee, LICENSED LAND SURVEYOR No. 1745
OKLAHOMA CERTIFICATE OF AUTHORIZATION NO. 7613 (LS) EXPIRES: JUNE 30, 2022

STATE OF OKLAHOMA ss
COUNTY OF OKLAHOMA

Before me, the undersigned, a Notary Public in and for said County and State on this _____ day of _____, 20__, personally appeared Troy Dee to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

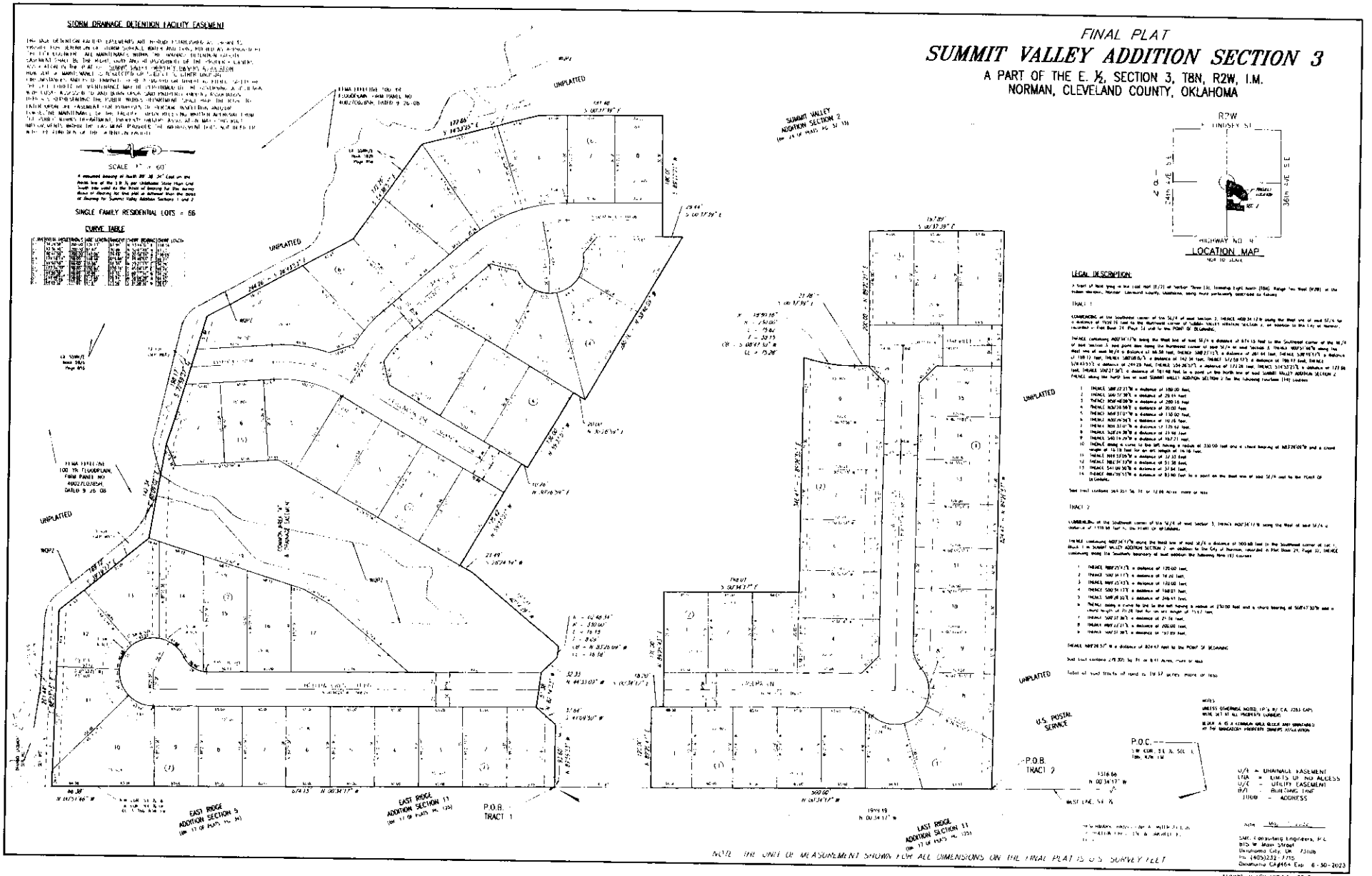
Given under my hand and seal the day and year last above written.
My Commission Expires _____

_____
NOTARY PUBLIC

Date: May 17, 2022

SMC Consulting Engineers, P.E.
815 W. Main Street
Oklahoma City, OK 73106
Ph: (405)232-7715
Oklahoma CA#664 Exp. 6-30-2023

SUMMIT VALLEY ADDITION SECTION 3
FINAL PLAT
SHEET 1 OF 2


FINAL PLAT
SUMMIT VALLEY ADDITION SECTION 3
A PART OF THE E. ½, SECTION 3, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA
STORM DRAINAGE DETENTION FACILITY EASEMENT
SCALE 1" = 60'
SINGLE FAMILY RESIDENTIAL LOTS = 66
CURVE TABLE
LOCATION MAP
NOT TO SCALE
LEGAL DESCRIPTION:
TRACT 1
TRACT 2
UNPLATTED
SUMMIT VALLEY ADDITION SECTION 2
EAST RIDGE ADDITION SECTION 5
EAST RIDGE ADDITION SECTION 11
P.O.B. TRACT 1
P.O.B. TRACT 2
P.O.C.
U.S. POSTAL SERVICE
FEMA DESIGNATION 100 YR FLOODPLAIN, FIRM PANEL NO 40027C0215H, DATED 9 26 08
NOTE: THE UNIT OF MEASUREMENT SHOWN FOR ALL DIMENSIONS ON THE FINAL PLAT IS U.S. SURVEY FEET
SUMMIT VALLEY ADDITION SECTION 3
FINAL PLAT
SHEET 1 OF 2

PRELIMINARY PLAT

SUMMIT VALLEY ADDITION

A PLANNED UNIT DEVELOPMENT
A PART OF SECTION 3, T8N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

LEGAL DESCRIPTION:

DESIGNED BY:

OWNER/DEVELOPER:

LOT COUNT

NOTES:

STORM DRAINAGE DETENTION FACILITY EASEMENT

LOCATION MAP

SUMMIT VALLEY ADDITION

HWY. 9 & 36th AVE. S.E.
NORMAN, OKLAHOMA

SMC
SMC Consulting Engineers, P.C.

PRELIMINARY PLAT

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2122-12

DATE:
June 8, 2022

ITEM: Consideration of a Final Plat for **SUMMIT VALLEY ADDITION, SECTION 3**.

LOCATION: Generally located one-half mile north of State Highway No. 9 and one-half mile east of 24th Avenue S.E.

INFORMATION:

1. Owner. Summit Valley Development L.L.C., by Cies Properties Inc.

2 Developer. Summit Valley Development L.L.C., by Cies Properties Inc.

3 Engineer. SMC Consulting Engineers, P.C.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. O-1314 annexing this property into the Corporate City Limits.

2. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.

3. August 7, 2003. The Norman Board of Parks Commissioners, on a vote of 8-0, recommended to City Council that park land dedication be required for Summit Valley Addition.

4. August 14, 2003. Planning Commission, on a vote of 7-0, recommended to City Council that the Norman 2020 Land Use and Transportation Plan be amended from Very Low Density Residential Designation to Low Density Residential Designation.

5. August 14, 2003. Planning Commission, on a vote of 7-0, recommended to City Council that this property be placed in R-1, Single Family Dwelling District and removing it from A-2, Rural Agricultural District.

6. October 14, 2003. City Council amended the Norman 2020 Land Use and Transportation Plan from Very Low Density Residential to Low Density Residential Designation.

HISTORY (CON'T)

7. October 14, 2003. City Council adopted Ordinance No. O-0304-15 placing this property in R-1, Single Family Dwelling District and removing it from A-2, Rural Agricultural District.

8. October 14, 2003. City Council approved the preliminary plat for Summit Valley Addition.

9. August 14, 2008. Planning Commission, on a vote of 8-0, recommended to City Council the approval of the revised preliminary plat for Summit Valley Addition.

10. September 23, 2008. City Council approved the revised preliminary plat for Summit Valley Addition.

11. May 12, 2011. Planning Commission, on a vote of 9-0, recommended to City Council that the preliminary plat for Summit Valley Addition be approved.

12. June 21, 2011. City Council approved the preliminary plat for Summit Valley Addition.

13. July 13, 2013. Planning Commission, on a vote of 6-0, recommended to the City Council that the revised preliminary plat for Summit Valley Addition be approved.

14. August 27, 2013. City Council approved the revised preliminary plat for Summit Valley Addition.14, 2003,

15. August 27, 2020. The Norman Development Committee approved the preliminary plat for Summit Valley Addition for an additional five (5) years

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations have been approved by the Fire Department.

2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.

3. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standards. An existing lift station and off peak holding area will be utilized. The property owners association is responsible for maintenance cost of the lift station until such time it is no longer needed.

4. Sidewalks. Sidewalks will be constructed on each lot prior to occupancy.

IMPROVEMENT (CON'T)

5. Storm Sewers. Storm water and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Runoff will be conveyed to privately-maintained detention facilities located throughout the property. A mandatory property owners association has been established.

6. Streets. Streets will be constructed in accordance with approved plans and City paving standards.

7. Water Main. Water mains will be installed in accordance with approved plans and City and State Department of Environmental Quality standard.

8. WQPZ. This property contains the Water Quality Protection Zone within Common Area "A". However, there are no proposed residential lots within the WQPZ. Covenants will be required for the maintenance and protection of the WQPZ.

9. Flood Plain. There is a small amount of flood plain within Common Area "A"

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City on the final plat.

2. Rights-of-Way. Street rights-of-way are dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat and final plat are attached.

DEVELOPMENT COMMITTEE COMMENTS:

The engineer for the developer has requested the Development Committee review and approve the program of public improvements and the final plat for Summit Valley Addition, Section 3 and submit it to City Council for consideration.

The final plat consists of 19.37 acres and 66 single-family residential lots. With the previous platting of Summit Valley Additions, there are 151 single-family residential lots filed of record. There are approximately 179 R-1, single-family residential lots remaining to be final platted in Summit Valley Addition for a total of 396 single-family lots.

The final plat is consistent with the preliminary plat as approved by the Development Committee.

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: 04/29/22

Part I: To be Completed by Applicant:

1. Applicant(s):
Summit Valley Development, LLC

Signature of Applicant(s):
Christopher D. Anderson, P.E. (as agent for applicant)

Telephone Number and Address:
SMC Consulting Engineers, PC
815 West Main, Oklahoma City, OK 73106
405.232.7715

2. Project Name and Legal Description:
Summit Valley Addition Section 3

3. Action Request of Development Committee:
Please approve the final plat and request submittal of the final plat to City Council for consideration.

Part II: To Be Completed by Development Committee:

Development Committee Met on: June 8, 2022

Development Committee Findings:
The engineer for the developer has requested the Development Committee approve the program of public improvements and final plat for Summit Valley Section 3 and submit to City Council for consideration.

Development Committee Recommendations:
Recommend City Council approve the final plat for Summit Valley Section 3.

	Yes	No
Director of Public Works	☑	☐
Director of Utilities	☒	☐
City Engineer	☒	☐

Record of Acceptance:

	Yes	No
Director of Planning	☐	☐
Planning Services Manager	☐	☐
Subdivision Development Manager	☒	☐

File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE GUARANTEED MAXIMUM PRICE BY $492,185.38 FOR ADDITIONAL COSTS ASSOCIATED WITH THE ASBESTOS ABATEMENT FOR THE DEVELOPMENT CENTER PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1920-133: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE GUARANTEED MAXIMUM PRICE BY $492,185.38 FOR ADDITIONAL COSTS ASSOCIATED WITH THE ASBESTOS ABATEMENT FOR THE DEVELOPMENT CENTER PORTION OF THE MUNICIPAL COMPLEX RENOVATION PROJECT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

City Council and Norman Municipal Authority, in its meeting of March 12, 2020, approved Contract K-1920-133 with Crossland Construction Company, Inc., in the amount of $32,390.00, to provide Construction Manager at Risk Services (CMaR) for the Municipal Complex Renovation Project. On March 23, 2021, Amendment No. One was approved by Council to establish the guaranteed maximum price (GMP) of $6,392,330.00 for the Development Center portion of the project. On October 26, 2021, City Council approved Amendment No. Two to K-1920-133, setting a GMP of $667,562 for the City Hall portion of the project. This Amendment No. Three to K-1920-133 relates to the Development Center portion of the project.

In September 2021, during the advanced demolition/construction stages of the Development Center portion of the project, asbestos was discovered and over 20,000 square feet was determined to be included in the contaminated area. Abatement work has been completed by Tec-An, Inc., and the Department of Labor completed their final inspection on April 29, 2022.

DISCUSSION: Once the construction was shut down, the sub-contractors had to demobilize and remove their items/equipment from the site. There were areas of construction abutting the contaminated area where insulation had already been installed, but had to be removed during the abatement process due to possible particulates transferring from the contaminated area. As a result, that insulation will have to be purchased for a second time and reinstalled. Additionally, approximately 600 pieces of the gypsum board around the perimeter of the contaminated areas will require a heavier skim coating prior to painting due to damages caused by the abatement process. The cost of additional work in the damaged areas totals $156,396.40.

As with many of the City's other construction projects, material prices have increased since the project was put on hold and those costs totaling $198,161.62 are included in this amendment along with $137,627.36 in remobilization costs from the contractor and sub-contractors for a total increase of $492,185.38 to the Development Center GMP. This increase raises the original GMP applicable to the Development Center to a total amount of $6,884,515.38, for a current total contract amount of $ 7,584,467.38, including all amendments.

The additional costs relating to this Amendment No. Three have been reviewed by the City's Project Management consultants, ADG, and the architect for the project, The McKinney Partnership, and both recommend approval of the amendment.

The current project funding is not sufficient to cover the additional costs. Staff recommends $493,000 be appropriated from the General Fund Balance (account 10-29000) and transferred to the Municipal Complex Renovation/Expansion, Construction (Account 50196644-46101; Project BG0075) to cover the additional costs.

RECOMMENDATION: Staff recommends City Council approve Amendment No. Three to Contract K-1920-133 with Crossland Construction Company, Inc., increasing the Development Center GMP by $492,185.38 and the appropriation of General Fund balance as outlined above.

AMENDMENT NO. 3 TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE CITY OF NORMAN, NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY, INC.

THIS AMENDMENT NO. 3 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Third Amendment") is made as of June 28, 2022, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA"), the City of Norman, Oklahoma, ("CON") a municipality and CROSSLAND CONSTRUCTION COMPANY, INC., an Oklahoma corporation (the "Construction Manager").

RECITALS:

A. NMA, CON and Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract K-1920-133), dated March 24, 2020 (the "Agreement"), for design phase review and complete construction services related to the Municipal Complex Renovation Project, located at 201 West Gray Street, Norman, Oklahoma (the "Municipal Complex"). Agreement No. 1 was for the Development Center portion of the project and Amendment No. 2 was for Building 201 (City Hall). Amendment No. Three covers the additional costs associated with the abatement of asbestos in the Development Center. Unless otherwise set forth herein, all capitalized terms used in this Third Amendment shall have the meanings ascribed to them in the Agreement.

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.

C. The Construction Manager has submitted the GMP Proposal based on the bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, NMA, CON and the Construction Manager hereby agree as follows:

1. Development Center GMP. The Construction Manager's guaranteed maximum price for the Development Center portion of the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, was established in Amendment No. One in the amount of $6,392,330.

2. Amended Development Center GMP Established. This Amendment No. Three increases the Development Center GMP by $492,185.38 to address additional costs associated with asbestos abatement. The amended Development Center GMP includes the estimated cost organized by trade categories, General Conditions, and material increases and is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and pursuant to the documentation attached collectively as Exhibit A, and incorporated herein by reference.

3. Effect of Amendment. In all other respects, the Agreement and all other previous amendments are affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement and previous amendments shall remain in full force and effect.

4. Non-Default. By executing this Third Amendment, the Construction Manager affirmatively asserts that (i) NMA or CON are not currently in default, nor have been in default at any time prior to this Third Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Third Amendment are forever waived.

[SIGNATURES ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this THIRD AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Mayor of the City of Norman and the Chairperson of the Norman Municipal Authority.

CONSTRUCTION MANAGER
(CROSSLAND CONSTRUCTION COMPANY, INC.)

By: _____

Name: Aaron Stoops

Title: VP-OKC

Date: 6.23.22

RONALD SMITH NOTARY # 21003738 EXP. 03/18/25 PUBLIC STATE OF OKLAHOMA

ATTEST:

By: Ronald Smith

Subscribed and Sworn to me this 23 day of June, 2022.

Commission Number: 21003738

Expiration Date: 03/18/25

NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality on the 23 day of June, 2022.

_____
General Counsel

Approved by the Norman Municipal Authority on _____ day of _____, 2022.

By: _____

Name: Stephen T. Holman

Title: Vice Chairperson

Date: _____

ATTEST:

_____

Brenda Hall, Secretary

CITY OF NORMAN

Reviewed and approved for form and legality on the 23 day of June, 2022.

Elizabeth Muckala
City Attorney

Approved by the City Council of the City of Norman on _____ day of _____, 2022.

By: _____
Name: Stephen T. Holman
Title: Mayor Pro Tem

Date: _____

ATTEST:

_____
Brenda Hall, City Clerk

EXHIBIT A

Norman Development Center Shutdown Costs				
Subcontractor	Scope	Demobilization/Remobilization	Material Pricing Increase	Abatment Damages
Crossland Construction	General Conditions	$ 67,020.00	$ -	$ -
Crossland Construction	08B - Door Assemblies - Install	$ -	$ -	$ -
Russel Interiors, Inc	12A - Window Treatments	$ -	$ -	$ -
Greenshade Trees Inc.	32D - Landscaping	$ -	$ 984.32	$ -
CIA Masonry LLC	04B - Masonry	$ -	$ 7,350.00	$ -
Leonard Building Company LLC	5A - Structual Steel	$ 4,375.00	$ -	$ -
McGill Restoration Inc	Joint Sealants & Waterproofing	$ -	$ -	$ -
Wiljo Interiors Inc	07A - EIFS	$ -	$ -	$ -
Oklahoma Roofing & Sheet Metal LLC	07A - Roofing	$ -	$ -	$ -
Piper-Weatherford Co.	08A - Door Assemblies - Supply	$ -	$ -	$ -
Archetype Canopies	10C - Metal Canopies	$ -	$ -	$ -
Felix Thomson Company Inc.	10A - Specialties	$ 4,864.00	$ 21,880.00	$ -
Vista Contruction LLC	09C - Painting & Wallcoverings	$ -	$ 7,500.00	$ 52,751.00
Bryan's Flooring LLC	09B - Flooring & Wall Tile	$ 3,957.00	$ -	$ -
4G Concrete	03A	$ 4,642.00	$ 3,141.00	$ -
Corona Drywall Inc	09A - Gypsum Board & Ceiling sytems	$ 7,694.85	$ 38,133.18	$ 58,213.80
Crystal Structures	08C - Aluminum & Glazing	$ 3,319.92	$ 17,712.71	$ -
WoodSytems Inc	6A - Architectural Millwork	$ -	$ 23,080.00	$ -
Waggoners Mechanical Services LLC	23A - HVAC	$ 19,572.63	$ 24,184.16	$ 23,353.61
Prime Electric Company Inc	26A - Electrical & Low Voltage	$ 15,186.06	$ 36,672.00	$ -
Waggoners Mechanical Services LLC	22A - Plumbing	$ 6,995.90	$ 17,524.25	$ 22,077.99
Cooks Fence & Iron Co. Inc	32C - Fencing	$ -	$ -	$ -
Frazier Fire LLC	21A - Fire Suppression	$ -	$ -	$ -
M&M Wrecking Inc	02A - Selective Building Demolition	$ -	$ -	$ -
	SUBTOTAL	$ 137,627.36	$ 198,161.62	$ 156,396.40
			TOTAL	$ 492,185.38

4G concrete, inc
Rodney Glenn
President
cell 405.229.7665
4gconcrete@gmail.com

Blake,

There has been (2) price increase from our concrete supplier since August. There will not be a price increase on the rebar since it was purchased at the beginning of the project. Our cost occurred due to the shutdown. For a further reference please review the folling breakdown.

Concrete Increase	$860
Rebar	$0
Industry Cost of Living	$717
Incidentals including Fuel	$582
Mobilization and Demobilization	$2,483
Total	$4,642

Thank for your consideration.

Eric Subia

Breakdown of Cost of Work: 1

WORKSHEET

Norman Development Center

	QTY	UNIT	LABOR MEN	MHRS	RATE	U.P.	COST	MATERIAL U.P.	COST	EQUIPMENT U.P.	COST
Mobilize/demobilize	3	trips	2	8.00	$ 31.12		$498		$0		$ 520.00
Concrete ($8.00 Annual Increase, $45.00/Trip Surcharge)	67	yds	0	-	$ -		$0	$12.50	$837.50		
General Conditions/Incidentals											
Labor (3.9%)	9613	ls	0	-	3.90%		$375		$0		$ -
Forms and Misc.(11%)	3660							11%	$403		
Supplies, Fuel, Indidentals (18%)	2822							18%	$508		
		-		-		-	-		-		-
		-		-		-	-		-		-
TOTAL							**$873**		**1,748**		**$ 520.00**

Blake Madden

From: Rusty Burke <rusty@bryansflooring.com>
Sent: Monday, April 4, 2022 5:32 PM
To: Blake Madden
Cc: cody@bryansflooring.com
Subject: RE: Norman Development Center - Jobsite Shut Down

EXTERNAL EMAIL: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Blake,

Please see below for the additional storage cost we incurred over the shutdown. Let us know if you need this on a formal quote.

Norman Development Project Storage Cost

	QTY	Units	Pallets/Rolls	SF Each	Total SF	
Tile	7047	SF	13	18	234	
Setting Materials	180	Bags	4	18	72	50 SF/Bag, 50bags/pallet
Carpet Tile	4268	SY	38	18	684	112 SY Per Pallet
LVT	4420	SF	6	18	108	736 SF Per Pallet
Adhesive	8269	SF	1	18	18	40 Per Pallet
Covebase	10465	LF	2	18	36	107 Rolls Total
Total Space Required					1152	Total SF Required
All in Rent Cost					$6.87	Annual SF Cost(Rent, Taxes, Ins, Utilities, Fork Lift, ect)
Cost Per Month					$659.52	
Time Stored					6	
Total Cost For Duration	6 Months Storage				$3,957	

From: Blake Madden <bmadden@crossland.com>
Sent: Monday, April 4, 2022 4:37 PM
To: 4gconcrete@gmail.com; Arturo Merino <amerino@okroofing.com>; bglazier@csglazing.net; Casey Decker <caseyd@woodsystems.net>; charles@frazierfire.com; Cody Caywood <cody@bryansflooring.com>; daniel.l@waggonersms.com; gerry <gerry@frazierfire.com>; Isia Minjarez <isai.m@waggonersms.com>; Joe Jimenez <jjimenez@cherokeepainting.com>; John Sucharski <john.s@waggonersms.com>; Johnathan Heffley <johnathan.heffley@yahoo.com>; krbowling683@gmail.com; luis@coronadrywallinc.com; Matt Rider <mrider@woodsystems.net>; Mike Morgan <mmorgan@primecompany.net>; mike.w@waggonersms.com; patrick@frazierfire.com; Paul <paul@coronadrywallinc.com>; Robbie Nelson <robbie.n@waggonersms.com>; Russel Hughes <rhughes@primecompany.net>; Rusty Burke <rusty@bryansflooring.com>; Scott@leonardbuildingcompany.com; tyler@greenshadeok.com; Mike Lamb <mike@ciamasonry.com>; Jeremy Lamb <jeremylamb@ciamasonry.com>; dstacy@commercial-waterproofing.com; tyler@archetypecanopies.com; gmayfield@piperweatherford.com; d.treadwell@cooksfence.com; Jennifer Utsler <jennifer.w@waggonersms.com>; Frank Snolis <frank@wiljointeriors.com>; ggoodpasture@okroofing.com; sandyj@felixthomson.com
Cc: Tucker Smith <tsmith@crossland.com>; Kody Webb <kwebb@crossland.com>; Josh Gilkeson

PO Box 300196 • Midwest City, OK 73140
(405) 822-4360• Fax (405) 732-2837
E-Mail: jjimenez@cherokeepainting.com

March 29, 2022

Attn: Blake Madden
From: Joe Jimenez
Subj: Norman Dev. Center
Re: Material Increase Impact

This proposal, if accepted, shall be made a part of any contract entered into, either by attachment or direct incorporation. Pricing is offered per plans or as noted below. Any of the following exclusions may be waived in this proposal, if either, specific pricing is provided or if an item is directly waived in our proposal. If you are unsure of any of the items listed below, please call our office.

CONTRACT CHANGE ORDER:

- Material Increase to-date. (See letter from Sherwin Williams below)
  - Paint, Mud & Wallcoverings.

Total Change Order Amount: $7,500.00

If you have any questions, please don't hesitate to contact me.

Thank you,

Joe Jimenez
405.822.4360

SHERWIN-WILLIAMS.
The Americas Group

Jon Reid
Division President & General Manager
South Western Division

December 15, 2021

To our valued customer:

Thank you for your continued trust and partnership with Sherwin-Williams. 2021 has brought about significant pressure on the supply and cost of various raw materials needed to produce paint and coating products. In addition, transportation and other supply chain-related costs have risen substantially.

At Sherwin-Williams, we remain focused on providing you with the products and services you need. We value your business, and we are committed to your success. At the same time, our product and service input costs continue to escalate. As a result, we are extending the temporary supply chain surcharge of 4% through January 31, 2022. Effective February 1, 2022, we will discontinue the surcharge and implement a price increase on architectural paints, stains, and coatings. We believe this advance notice should provide you with the sufficient lead-time to incorporate our revised pricing into your upcoming bids and jobs.

We aim to bring you the best experience in the industry. Our stores, field representatives, color consultants, and delivery capabilities remain at your service. For additional details, please contact your local Sherwin-Williams store manager or sales representative.

Thank you for your business.

Sincerely,



Jon Reid
Division President & General Manager
South Western Division

PO Box 300196 • Midwest City, OK 73140
(405) 822-4360• Fax (405) 732-2837
E-Mail: jjimenez@cherokeepainting.com

May 24, 2022

Attn: Blake Madden
From: Joe Jimenez
Subj: Norman Dev. Center
Re: Skim Coat Walls & Repair Door Frames

This proposal, if accepted, shall be made a part of any contract entered into, either by attachment or direct incorporation. Pricing is offered per plans or as noted below. Any of the following exclusions may be waived in this proposal, if either, specific pricing is provided or if an item is directly waived in our proposal. If you are unsure of any of the items listed below, please call our office.

CONTRACT CHANGE ORDER:

- Furnish labor and material to skim coat existing walls that were damaged during abatement.
  - **22,729/SF X $1.64/SF = $37,275.00**
- Furnish labor and material to repair door frames that have adhesive.
  - **60 Damaged Frames X $121.00/EA = $7,260.00**

Sub-Total Change Order Amount:	**$44,535.00**
O/P (15%):	**$6,680.00**
Bond Premium (3%):	**$1,536.00**
Total Change Order Amount:	**$52,751.00**

If you have any questions, please don't hesitate to contact me.

Thank you,

Joe Jimenez
405.822.4360

CIA MASONRY, LLC

Request for Change1

Project: Norman Developement Center
Reason: Asbestos Abatement Delays Damages/Escalation
Rapid rise in materials costs due to COVID,Supply Chain, Volatility, Fuel Prices, Etc. Additional Mobilizations,

Amount of change: $7,350.00

P.O. Box 859 Pauls Valley, OK 73075 C 405.756.5554 jeremylamb@ciamasonry.com

REQUEST FOR CHANGE ORDER

Item 7.

CORONA DRYWALL INC

Ref.# CO-0010
External/RCO#
GC Ref#
Date Nov 05, 2021
Job # 249

To: **Crossland Construction Company, Inc.**
PO Box 45
Columbus, KS 66725

Project: **Norman Development Center**
225 N. Webster Ave.
Norman, OK 73069
Contact: Blake Madden

Description: **Time and Material (demobilization and mobilization)**

Labor	# of Men	Quantity	UOM	Unit Total	Rate	Total
T&M with tickets Demobilization & remobilization	1	96.00	Hrs	96.00	41.00	$3,936.00
Demobilization and Remobilization (gang boxes and tools removal, bring back tools, gang box,etc)	2	16.00	Hrs	32.00	41.00	$1,312.00
				Total Labor		**$5,248.00**

Total Miscellaneous Charges	Total
Bonds	$1,071.85
Total Miscellaneous Charges	**$1,071.85**

Total Other Equipment Charges	Total
Equipment rental (2 19' scissor lifts no use in 1 month)	$847.00
Demobilization and remobilization of Scissor lifts	$528.00
Total Other Equipment Charges	**$1,375.00**

Total Other Material Charges	Total
Wood Grille ceilings material (increase)	$3,393.24
Acoustic ceiling grid material (increase)	$12,994.19
Acoustic ceiling tile material (increase)	$9,906.80
Gypsum Board (area D drywall increase)	$6,034.80
Blanket insulation material (increase)	$5,804.15
Total Other Material Charges	**$38,133.18**

AUTHORIZED BY:

ON BEHALF OF: Crossland Construction Company, Inc.

PROJECT MANAGER: Luis Alberto Flores Lopez

ESTIMATOR: Jorge Aguirre

Labor Total:	**$5,248.00**
Material Total:	**$38,133.18**
Equipment Total:	**$1,375.00**
Misc. Total:	**$1,071.85**
Total:	**$45,828.03**

REQUEST FOR CHANGE ORDER

Item 7.

CORONA DRYWALL INC

Ref.# CO-0014
External/RCO#
GC Ref#
Date May 03, 2022
Job # 249

To: **Crossland Construction Company, Inc.**
PO Box 45
Columbus, KS 66725

Project: **Norman Development Center**
225 N. Webster Ave.
Norman, OK 73069
Contact: Blake Madden

Description: **25,806SF of R19 blanket insulation on Deck (installed with wires), 2,208SF of R19 blanket insulation at Great Hall walls**

Labor

Install Insulation (Deck insulation)
Install Insulation (Grat hall walls 8ft from deck)

Total Labor **$31,078.00**

Material

FIBERGLASS R-19 UNFACED
18GA TIE WIRE
DIRECT LOAD CEILING CLIP FOR 15/16" GRID DLCCAG
FIBERGLASS R-19 UNFACED

Total Material **$23,744.00**

Equipment	Quantity	UOM
19' SCISSOR LIFT-2WD ELEC - JLG 1930ES - Genie GS-1930	4.00	EA

Total Equipment **$1,983.80**

Total Miscellaneous Charges	Total
Bonds	$1,408.00
Total Miscellaneous Charges	**$1,408.00**

Notes: **Corona Drywall did R19 unfaced since R30 wouldn't be available anytime soon.**
This work will take from 4-5 weeks to be completed
-Great Hall Deck Excluded on this Proposal, insulation must be per original Bid!

AUTHORIZED BY:

ON BEHALF OF: Crossland Construction Company, Inc.

PROJECT MANAGER: Luis Alberto Flores Lopez

ESTIMATOR: Jorge Aguirre

Labor Total:	**$31,078.00**
Material Total:	**$23,744.00**
Equipment Total:	**$1,983.80**
Misc. Total:	**$1,408.00**
Total:	**$58,213.80**

General Conditions

City of Norman - Development Center

CROSSLAND CONSTRUCTION COMPANY, INC.

Team Members	($/hr)	Staff Positions	Apr-21	May-21	Jun-21	Jul-21	Aug-21	Sep-21	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Total Hours	Total
Construction Services																
Aaron Stoops	$ 105	Project Executive								8	8				16	$ 630.00
Jordan Northcutt	$ 80	Project Manager								87	87				174	$ 13,920.00
Blake Burden	$ 65	Asst. Project Manager								87	87				174	$ 11,310.00
Tucker Smith	$ 85	Project Superintendent								173	173				346	$ 29,410.00
TBD	$ 65	Asst. Superintendent								87	87				174	$ 11,310.00
Andrew Teal	$ 55	Safety Inspector								8	8				16	$ 440.00
											Total General Conditions				900	$ 67,020.00

CRYSTAL STRUCTURES™
COMMERCIAL DIVISION OF SUNSHINE ROOMS INC Since 1980

Crystal Structures
Commercial Divisio
Crystal Structures, Div of Sunshine Rooms, Inc
3333 N. Mead
Wichita, KS 67219
Phone: (316) 838-0033
Fax: (316) 838-0839

Change Order

To: Crossland Construction Co Inc
PO Box 45
833 S.E. Avenue
Columbus, KS 66725

Order #: 002
Date: 4/5/2022
Project: Norman Dev Center

CS Sales Order # 51057

Description: Job shut down cost inceases see attached backup

Glass
Original Vision Price 675 SF at $7.75 / SF $5,231.25
Original Spandrel Price 150 SF at $8.25 / SF $1,237.50
Original 1/4" glass 680 SF at $2.25 / SF $1,530.00
Original 3/8" glass 1,720 SF at $5.85 / SF $10,062.00
Original Glass Cost Sub Total $18,060.75
Previously Ordered Vision Glass at Original Pricing 547.669 SF at $7.75 / SF $4,244.44
Glass left to order Sub Total $13,816.31

Original Vision Price 675 SF at $9.95 / SF $6,716.25
Original Spandrel Price 150 SF at $12.75 / SF $1,912.50
Original 1/4" glass 680 SF at $3.15 / SF $2,142.00
Original 3/8" glass 1,720 SF at $7.55 / SF $12,986.00
Original Glass Cost Sub Total $23,756.75
Previously Ordered Vision Glass at Original Pricing 547.669 SF at $7.75 / SF $4,244.44
Glass left to order Sub Total $19,512.31
Glass Cost Increase $5,696.00

Aluminum
Cost only on remaining purchase order amount $18,806.00 (doors and door frames)
Increase on Effective 9-13-2021 8% $1,504.48 Total $20,310.48
Increase Effective 11-1-2021 15% $3,046.57 Total $23,357.05
Increase Effective 3-7-2022 15% $3,503.56 Total $26,860.61
Aluminum Cost Increase $8,054.61

Window Films
Original Price $4846.71
New Price $5,706.81

Film Cost Increase $860.10

Remobilization Fee
Site delivery to unload glass 2 trips
181 milles each way @ $0.58 / mile $419.92
2 men @ $65 / Hr 8 day $2,080.00
Per Diem 2 days @ $30/day $120.00
Off site storage of Fabricated Storefronts 7 months @ $100.00 / month $700.00

Remobilization Fee Sub Total $3,319.92

DELAYS MAY BE INCURRED UNTIL RECEIPT OF FULLY EXECUTED CHANGE ORDER.

CRYSTAL STRUCTURES™
COMMERCIAL DIVISION OF SUNSHINE ROOMS INC Since 1980

Crystal Structures
Commercial Divisio
Crystal Structures, Div of Sunshine Rooms, Inc
3333 N. Mead
Wichita, KS 67219
Phone: (316) 838-0033
Fax: (316) 838-0839

Change Order

To: Crossland Construction Co Inc
PO Box 45
833 S.E. Avenue
Columbus, KS 66725

Order #: 002
Date: 4/5/2022
Project: Norman Dev Center

CS Sales Order # 51057

Subtotal $17,930.63
OH&P @ 15% $2,689.59
Bond Cost @ 2% $412.40
Total Change Order $21,032.63

The above-described work is subject to the same conditions as specified in the original contract unless otherwise stipulated.
Upon approval, the sum of $21,032.63 will be added to the contract price.

Original Contract	$165,100.00
Previously Approved Change Orders	$1,411.95
Total Contract to Date	$166,511.95
This Change Order	$21,032.63
Total Contract with this Change Order	**$187,544.58**
Other Pending Requests	$6,188.00
Total Contract plus Pending RFCs	$193,732.58

This Change Order :

WILL — Impact delivery lead times

No — Requires new shop drawings

The above amount of This Change Order is due and payable upon execution of this Change Order unless other arrangements have been agreed upon in writing by both Parties.

Production schedules and delivery lead times will be determined AFTER approved submittals are received by Crystal Structures.

Acceptance:
By signing this Change Order, each person represents that he or she has the authority to execute this Agreement and warrants all payments.

Crossland Construction Co Inc

Authorized Signature / Date

Crystal Structures, Div of Sunshine Rooms, Inc:

4/5/2022
Authorized Signature / Date

DELAYS MAY BE INCURRED UNTIL RECEIPT OF FULLY EXECUTED CHANGE ORDER.

ITI GLASS
4747 N. Webb Rd. ○ Bel Aire, KS 67226-8153
Phone 800-835-1165 ○ Fax 888-835-1165
www.itiglass.com ○ sales@itiglass.com

Project Name	**City of Norman Municipal REV 1** Norman, OK
Quote No.	**WC1924**
Quote Date	6/16/2021
Date Product Req'd	
Take-off Rec'd	

Prepared For:

Sunshine Rooms
3333 N Mead St.
Wichita, KS 67219
Attn: Allison Raney

Phone: (316) 838-0033
Fax: 0

Specifications Received: None

- Quoted prices are valid for materials ordered within 90 days of quote date. Orders after this period must be submitted for re-bid.
- Pricing includes:
  - —Loose-lite delivery
  - —IG silicone sealant (silicone setting blocks required to ensure product compatibility)
- Quotation includes ITI Glass 10-year Commercial Sealed Insulated Glass warranty from date of manufacture.
- Square Footage. This quote is based upon your takeoff and square footage estimates. You will be billed for glass square footage ordered.
  - —A three (3) square-foot billing mimimum per lite applies to this quotation.

PRODUCTS	AN/HS/TP	SPACE	SQ. FOOTAGE	PRICE / UNIT
IG Thickness: 1"				
1/4" SOLARBAN 60 Gray VT	TP	1/2" Black	675	$ 7.75 / SF
1/4" Clear	TP			
Low-e on #2 surface				
IG Thickness: 1"				
1/4" SOLARBAN 60 Gray VT	TP	1/2" Black	150	$ 8.25 / SF
1/4" ISPAN Std. Color on Clear	TP			
Low-e on #2 surface / spandrel on #4 surface			*ADD: Spandrel set-up charge*	*$ 80.00 / RELEASE*
1/4" Clear	TP		680	$ 2.25 / SF
3/8" Clear	TP		11720	$ 5.85 / SF
			ADD: Machine flat polish	*$ 0.14 / LINEAR INCH*

For product performance data, visit www.itiglass.com.

Notes

- Energy Surcharge. The current energy surcharge is included in this quote.
- Oversized. Premiums apply to glass sizes > = 50sf or greater, or long dimensions exceeding 144".
- Roller wave. ITI Glass will orient roller wave parallel to the base glass dimension where possible. Due to manufacturing limitations, base dimensions in excess of 98" will have roller wave perpendicular to the base.
- Maximum sizes for a 1" Insulated Glass unit are as follows:
  - —HS/HS or TP/TP: Up to 65 square feet or maximum glass size (or as approved by ITI Glass).
  - —ITI requires HS/HS or TP/TP on glass over 50 square feet per lite.
  - —ITI Glass maximum processing dimensions for clear soft coat low-e glass is 100" x 144". Any glass size exceeding this is specifically excluded from this quotation.
  - —ITI Glass maximum processing dimensions for tinted soft coat low-e glass is 96" x 130". Any glass size exceeding this is specifically excluded from this quotation.
- **ITI Glass excludes all required aspects of delegated design.**

QUOTE BY: **Jeff Wolfe**

ITI GLASS
4747 N. Webb Rd. ○ Bel Aire, KS 67226-8153
Phone 800-835-1165 ○ Fax 888-835-1165
www.itiglass.com ○ sales@itiglass.com

Project Name City of Norman Municipal
REV 2
Norman, OK
Quote No. **WC1924 Rev 2**
Quote Date 2/28/2022
Date Product Req'd
Take-off Rec'd

Prepared For:

Sunshine Rooms
3333 N Mead St.
Wichita, KS 67219
Attn: Allison Raney

Phone: (316) 838-0033
Fax: 0

Specifications Received: None

- Quoted prices are valid for materials ordered on / before Sept 1, 2022. Any order received after this date will be repriced.
- Pricing includes:
  - —Loose-lite delivery
  - —IG silicone sealant (silicone setting blocks required to ensure product compatibility)
- Quotation includes ITI Glass 10-year Commercial Sealed Insulated Glass warranty from date of manufacture.
- Square Footage. This quote is based upon your takeoff and square footage estimates. You will be billed for glass square footage ordered.
  - —A three (3) square-foot billing mimimum per lite applies to this quotation.

PRODUCTS	AN/HS/TP	SPACE	SQ. FOOTAGE	PRICE / UNIT
IG Thickness: 1"				
1/4" SOLARBAN 60 Gray VT	TP	1/2" Black	675	$ 9.95 / SF
1/4" Clear	TP			
Low-e on #2 surface				
IG Thickness: 1"				
1/4" SOLARBAN 60 Gray VT	TP	1/2" Black	150	$ 12.75 / SF
1/4" ISPAN Std. Color on Clear	TP			
Low-e on #2 surface / spandrel on #4 surface			*ADD: Spandrel set-up charge*	*$ 80.00 / RELEASE*
1/4" Clear	TP		680	$ 3.15 / SF
3/8" Clear	TP		1720	$ 7.55 / SF
			ADD: Machine flat polish	*$ 0.14 / LINEAR INCH*

For product performance data, visit www.itiglass.com.

Notes

- Energy Surcharge. The current energy surcharge is included in this quote.
- Oversized. Premiums apply to glass sizes > = 50sf or greater, or long dimensions exceeding 144".
- Roller wave. ITI Glass will orient roller wave parallel to the base glass dimension where possible. Due to manufacturing limitations, base dimensions in excess of 98" will have roller wave perpendicular to the base.
- Maximum sizes for a 1" Insulated Glass unit are as follows:
  - —HS/HS or TP/TP: Up to 65 square feet or maximum glass size (or as approved by ITI Glass).
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  - —ITI Glass maximum processing dimensions for clear soft coat low-e glass is 100" x 144". Any glass size exceeding this is specifically excluded from this quotation.
  - —ITI Glass maximum processing dimensions for tinted soft coat low-e glass is 96" x 130". Any glass size exceeding this is specifically excluded from this quotation.
- **ITI Glass excludes all required aspects of delegated design.**

QUOTE BY: **Jeff Wolfe**

Oldcastle BuildingEnvelope®
A CRH COMPANY

August 16, 2021

Dear Valued Customer,

Our industry continues to experience cost pressures on all primary inputs at an unprecedented rate. The overall cost of aluminum alone has increased significantly since our last correspondence. Strong demand for aluminum-intensive products and the ongoing global supply chain challenges will continue to put pressure on these costs.

As a result, effective September 13, 2021, we will implement an 8% price increase on all aluminum glazing products. If you have any outstanding estimates, we will honor the terms listed on the quotation. Please note the following:

- Orders received before September 13, 2021, will be entered at current pricing levels.
- Orders received on or after September 13, 2021, will be subjected to the 8% price increase.

Additionally, ship dates are important as costs are changing rapidly. Projects with extended ship dates may be subject to this increase, so please contact your local facility to review.

Your OBE sales representative will communicate the updated multipliers to you over the next few weeks. Thank you for your continued support and we look forward to serving you in the future.

Sincerely,

Doug Watts

Doug Watts
President, Architectural Glazing Systems
Oldcastle BuildingEnvelope®

Oldcastle BuildingEnvelope®
A CRH COMPANY

October 8, 2021

Dear Valued Customer,

Our industry continues to experience significant cost increases on all primary inputs, including aluminum, chemicals, gaskets, steel, hardware, and labor. With the ongoing global supply chain challenges, we expect pricing pressures to persist for the foreseeable future.

As a result, effective November 1, 2021, we will implement an 15% price increase on all aluminum glazing products. If you have any outstanding estimates, we will honor the terms listed on the quotation. Please note the following:

- Orders received before November 1, 2021, will be entered at current pricing levels.
- Orders received on or after November 1, 2021, will be subjected to the 15% price increase.

Additionally, ship dates are important as costs are changing rapidly. Projects with extended ship dates may be subject to this increase, so please contact your local facility to review.

Your sales representative will communicate the updated multipliers to you over the next few weeks. Thank you for your continued support and we look forward to serving you in the future.

Sincerely,

Doug Watts

Doug Watts
President, Architectural Glazing Systems
Oldcastle BuildingEnvelope®

5005 LBJ Freeway • Suite 1050 • Dallas, Texas 75244 • www.obe.com • Phone (214) 273-3400 • Fax (214) 273-3438

Oldcastle BuildingEnvelope®
A CRH COMPANY

February 18, 2022

Dear Valued Customer,

Our industry continues to experience significant cost increases on all primary inputs, including aluminum, chemicals, gaskets, steel, hardware, and labor. With the ongoing global supply chain challenges, we expect pricing pressures to persist for the foreseeable future.

As a result, effective March 7, 2022, we will implement an 15% price increase on all aluminum glazing products. If you have any outstanding estimates, we will honor the terms listed on the quotation. Please note the following:

- Orders received before March 7, 2022, will be entered at current pricing levels.
- Orders received on or after March 7, 2022, will be subjected to the 15% price increase.

Additionally, ship dates are important as costs are changing rapidly. Projects with extended ship dates may be subject to this increase, please contact your local facility to review.

Your sales representative will communicate the updated multipliers to you over the next few weeks. Thank you for your continued support and we look forward to serving you in the future.

Sincerely,

Doug Watts

Doug Watts
President, Architectural Glazing Systems
Oldcastle BuildingEnvelope®

5005 LBJ Freeway • Suite 1050 • Dallas, Texas 75244 • www.obe.com • Phone (214) 273-3400 • Fax (214) 273-3438

COOPER TINT & Electronics

Jackie Cooper Tint & Electronics
8001 N Rockwell Oklahoma City OK 73132
405.848.8656 www.jce.com contact@jce.com

OKLAHOMA WINDOW Film | EDMOND WINDOW Film | OKLAHOMA CITY WINDOW Film | NORMAN WINDOW Film

Customer: Crystal Structures
City of Norman Municipal Complex
225 N Webster Ave
Norman OK

Date: April 5, 2022

Inv/Quote #

QUOTE

Job Description:

Avery Dennison SC 900-861-W Etchmark UPDATED QUOTE FROM 4/7/21

Product	Window Description	Qty	Film Price (sq ft)	Price (linear ft)	Height (in)	Width (in)	Sq Ft each	Sq Ft Total	Tint	Labor	Other	Total
							-	-	-	-	-	-
Etchmark AD	W18	3	13.27		42	54	15.8	47.25	313.50	313.50	-	627.01
Etchmark AD	W18	3	13.27		42	62.66	18.3	54.83	363.78	363.78	-	727.56
Etchmark AD	W18	3	13.27		42	52.33	15.3	45.79	303.81	303.81	-	607.62
Etchmark AD	W17	1	13.27		42	36.75	10.7	10.72	71.12	71.12	-	142.24
Etchmark AD	W16	2	13.27		42	47	13.7	27.42	181.91	181.91	-	363.82
Etchmark AD	W14	2	13.27		42	40	11.7	23.33	154.82	154.82	-	309.63
Etchmark AD	W14	2	13.27		42	41.5	12.1	24.21	160.62	160.62	-	321.24
Etchmark AD	W13	4	13.27		42	44.375	12.9	51.77	343.50	343.50	-	687.00
Etchmark AD	W12	1	13.27		42	52.75	15.4	15.39	102.08	102.08	-	204.16
Etchmark AD	W12	1	13.27		42	18.375	5.4	5.36	35.56	35.56	-	71.12
Etchmark AD	W12	1	13.27		42	17.375	5.1	5.07	33.62	33.62	-	67.25
Etchmark AD	W12	1	13.27		42	52.75	15.4	15.39	102.08	102.08	-	204.16
Etchmark AD	W10	1	13.27		42	56	16.3	16.33	108.37	108.37	-	216.74
Etchmark AD	W10	1	13.27		42	34.375	10.0	10.03	66.52	66.52	-	133.05
Etchmark AD	W10	1	13.27		42	25.125	7.3	7.33	48.62	48.62	-	97.24
Etchmark AD	W9	1	13.27		42	52.75	15.4	15.39	102.08	102.08	-	204.16
Etchmark AD	W8	2	13.27		42	52.5	15.3	30.63	203.20	203.20	-	406.39
Etchmark AD	W6	2	13.27		42	40.875	11.9	23.84	158.20	158.20	-	316.41
							-	-	-	-	-	-
							-	-	-	-	-	-
							-	-	-	-	-	-
							-	-	-	-	-	-
							-	-	-	-	-	-
							Sq Ft	430.05				$ 5,706.81
									Sales Tax			245.75
									Total			**$5,952.56**

Warranty	Residential	Commercial
Solar Control Films	Lifetime*	10 Years
Safety and Security Films	Lifetime*	10 Years
Decorative Films	5 Years	5 Years

LLumar | SELECTPRO EXCLUSIVE WINDOW FILM DEALER VISTA | SOLYX | 3M

Payment Due at Time of Completion
Unpaid Invoices will incure late fees.

Quotes good for 30 days.

Quote

Jackie Cooper Tint & Electronics
8001 N Rockwell Oklahoma City OK 73132
405.848.8656 www.jce.com contact@jce.com

Date: March 8, 2021

Quote/Invoice #

Expiration Date April 7, 2021

Customer: Allison Raney Crystal Structures
City of Norman Municipal Complex
225 N Webster Ave
Norman, OK

Job Description:

Avery Dennison SC 900-861-W Etchmark

Tint	Window Description	Qty	Film Price (sq ft)	Height (in)	Width (in)	SqFeet each	SqFeet Total	Tint	Labor	Total
AD Etchmark	W18	3	11.27	42	54	15.8	47.3	266.25	266.25	532.51
AD Etchmark	W18	3	11.27	42	62.66	18.3	54.8	308.95	308.95	617.91
AD Etchmark	W18	3	11.27	42	52.33	15.3	45.8	258.02	258.02	516.04
AD Etchmark	W17	1	11.27	42	36.75	10.7	10.7	60.40	60.40	120.80
AD Etchmark	W16	2	11.27	42	47	13.7	27.4	154.49	154.49	308.99
AD Etchmark	W14	2	11.27	42	40	11.7	23.3	131.48	131.48	262.97
AD Etchmark	W14	2	11.27	42	41.5	12.1	24.2	136.41	136.41	272.83
AD Etchmark	W13	4	11.27	42	44.375	12.9	51.8	291.73	291.73	583.46
AD Etchmark	W12	1	11.27	42	52.75	15.4	15.4	86.70	86.70	173.39
AD Etchmark	W12	1	11.27	42	18.375	5.4	5.4	30.20	30.20	60.40
AD Etchmark	W12	1	11.27	42	17.375	5.1	5.1	28.56	28.56	57.11
AD Etchmark	W12	1	11.27	42	52.75	15.4	15.4	86.70	86.70	173.39
AD Etchmark	W10	1	11.27	42	56	16.3	16.3	92.04	92.04	184.08
AD Etchmark	W10	1	11.27	42	34.375	10.0	10.0	56.50	56.50	112.99
AD Etchmark	W10	1	11.27	42	25.125	7.3	7.3	41.29	41.29	82.59
AD Etchmark	W9	1	11.27	42	52.75	15.4	15.4	86.70	86.70	173.39
AD Etchmark	W8	2	11.27	42	52.5	15.3	30.6	172.57	172.57	345.14
AD Etchmark	W6	2	11.27	42	40.875	11.9	23.8	134.36	134.36	268.72
						-	-	-	-	-
						-	-	-	-	-
						-	-	-	-	-
						-	-	-	-	-
						-	-	-	-	-
						-	-	-	-	-
					Subtotal		430.1			$ 4,846.71
					Sales Tax					208.71
					Total					**$5,055.42**

Warranty	Residential	Commercial
Vista Solar Control Films	Lifetime*	10 Years
Safety and Security Films	Lifetime*	10 Years
Decorative Films	5 Years	5 Years

ACCURATE PARTITIONS
160 Tower Drive
Burr Ridge, IL 60527

www.asi-accuratepartitions.com
Phone: 708-442-6800
Fax: 708-442-7439

ASI Accurate Partitions

Quote

Quote Number: 287564

Page: 1 of 1

Quoted To: FEL100
Tina Garcia
FELIX THOMSON
4310 PHOENIX AVENUE
FORT SMITH AR 72903
USA

Fax:
TINAG@FELIXTHOMSON.COM

Entry Date:
Revision Date: 04/06/2022
Expires: 09/30/2022
Ship To Zip Code: 73026
Ship Via: Common Carrier
Contact: spieczynski@asi-accuratepartitions.com
Sales Rep: 145 - ARCHITECTURAL SECURITY
jhendrixson@archsecurity.com

Project Name: NORMAN NORTH DEVELOPMENT CTR

(18) Toilet Compartments (3) 48" Wall Hung Screens

MATERIAL TYPE Solid Plastic
MOUNTING STYLE: 8' Ceiling Hung (8' maximum ceiling height)
FIRE RATING: NFPA 286 Fire Rated

CLASS A NOT AVAILABLE

HEAT SINC
HINGE: Continuous Stainless Steel Cam Action

OCCUPANCY INDICATORS QUOTED

PRICING REVISED 7/16/21 AH

**** PRICE IS VALID FOR SHIPMENT BY SEPT 30, 2022 ****

Sub-total:	15,306.88
Shipping/Handling:	1,144.13
US Dollar TOTAL $	16,451.01

Estimated Weight 3,998

E spieczynski@asi-accuratepartitions.com

33% 5428.84

$ 21,880.00

FELIX
THOMSON
COMPANY
Building Specialties

4310 South Phoenix
P.O. Box 10387
Fort Smith, AR 72917
Phone (479) 646-7321 ext:25
Fax (479) 646-9368
sandyj@felixthomson.com

FORT SMITH OFFICE

TO: Crossland Construction Attn: Blake

FROM: Sandy Johnson

DATE: 4/6/22

MATTER*: Norman North Development Center – price increase*

NUMBER OF PAGES (including cover sheet): 1

REMARKS:

Toilet Partition Add----------$3534.00

Toilet partition quote expired- Original $18,346.00
New quote – $21,880.00

Install add ----------$1330.00.

Because of fuel increase, and the cost of per diem prices have gone up since it was quoted.
The installer's quote has expired. I am waiting on his revised quote; he gave me his pricing over the phone.

Tax not included.

If you have any questions, please give me a call.

Thank You,
Sandy Johnson
Project Manager
Division 10 & purchasing.

GREENSHADE TREES, INC.

Norman Development Price increases

April 18, 2022

Plant Material	
Trees	
(10) Skyrocket Juniper, 8' ht	$63.83
(1) Whitebud, 2" cal	$127.60
(1) Okie Redbud, 2" cal	$165.88
Shrubs	
(96) Catmint, 4" pot, Flats	$214.37
(42) Catmint, 1 gal	$93.79
(38) Native Grass and Wildflower Mix, 1 gal 18" OC	$96.98
(24) Bulb Mix	$0.00
Hardscape items	
Bermuda Sod	$96.30
Topsoil, 4" Depth, Backfill Curbs	$51.46
Compost, 2" Depth	$74.11
Total	$984.32

Leonard Building Company, LLC

405-737-2260 - 5711 SE 70th St OKC, OK 73135 - 405-737-2304 (Fax)

PROPOSAL: Norman Development Center Date: April 7, 2022

Submitted To: Crossland Construction **Work to be Performed At:** Norman, OK

SCOPE OF WORK: Remobilization Charges for the Norman Development Center

1. Fuel cost increase……$450
2. Rental equipment cost increase……$600
3. Insurance cost increase……$350
4. Remobilization of crew……$2,500
5. Material cost increase……$475

Due to the COVID 19 Pandemic, costs across the board have increased due to supply chain issues, increase in cost for material, fuel, equipment and insurance.

Remobilization: Four thousand three hundred seventy five dollars……$4,375

Any alteration or deviation from above specifications involving additional costs to LBC shall be executed upon written orders and will become an additional charge over and above this estimate. All agreements contingent upon weather, accidents or delays beyond the control of LBC. Workman's Compensation and General Liability Insurance Certificate to be furnished upon request.

ACCEPTANCE OF PROPOSAL:

Customer signature indicates acceptance of all terms and specifications outlined in this proposal and hereby authorizes LBC to commence and complete the work as described herein.

_____ **Scott Leonard**

Customer Name (Printed) President, Leonard Building Co. LLC

_____ _____

PRIME ELECTRIC CO. / 300 Vista Lane, Edmond, OK 73034 • (405) 359-9190

TO: Crossland Construction
Project: Norman Development Center
COR No.: 19
COR Title: Material Costs Increases - Wire

Expires 5/27/2022
COR Date 5/9/2022
Revision Date

COR Item No	Description	Qty	Material	Labor Hours	Labor Costs		
1	Material & Labor (Breakdown Attached)		$ 26,628.64				
2							
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
	Material Handling, Logistics, & Staging						
	Overtime						
	Plan Reproduction/Copying/Printing						
	As-Built Drawings						
	Supervision						
	Digital Documentation						
	Fuel Surcharge						
	Totals		$ 26,628.64	0.00	$ -		$ -
					Labor Burden	$ -	
	Sales Tax - (On Consumables Only)		$ -				

Total Raw Costs *(Labor+Labor Burden+Material+DJE+Tax)*	$ 26,628.64
Project Design & Engineering	$ -
General Conditions	$ -
Overhead @ 10%	$ 2,662.86
Profit @ 5%	$ 1,464.58
Bonds - Yes	$ 615.12
GRAND TOTAL	$ 31,371.00

NOTES (in addition to those above):

1) Proposal excludes cutting, patching, or painting of any surface unless specifically included above.
2) Proposal assumes all work to be performed during normal working hours and does not include any overtime unless shown.
3) No work to begin until written authorization for this proposal.
4) Proposal valid until expiration date - subject to recalculation following that date.

Job Name: NORMAN DEVELOPMENT CENTER WIRE COST INCREASE DURING JOB CLOSURE

Item #	Item Name	U/M	Quantity	Price 1	Ext Price 1
Category:	**Ccode = <none>**				
	#12 AWG THHN SOLID CU	LF	-90,835.00	$0.140	-$12,677.84
	#10 AWG THHN STRANDED CU	LF	-73,915.00	$0.229	-$16,902.14
	#8 AWG THHN STRANDED CU	LF	-1,475.00	$0.385	-$568.11
	#6 AWG THHN STRANDED CU	LF	-1,340.00	$0.593	-$794.07
	#4 AWG THHN STRANDED CU	LF	-1,120.00	$0.907	-$1,015.66
	#3 AWG THHN STRANDED CU	LF	-40.00	$1.144	-$45.75
	#2 AWG THHN STRANDED CU	LF	-105.00	$1.432	-$150.33
	#1 AWG THHN STRANDED CU	LF	-210.00	$1.725	-$362.35
	#1/0 AWG THHN STRANDED CU	LF	-1,630.00	$2.113	-$3,443.41
	#2/0 AWG THHN STRANDED CU	LF	-140.00	$2.602	-$364.32
	#3/0 AWG THHN STRANDED CU	LF	-210.00	$3.284	-$689.67
	#4/0 AWG THHN STRANDED CU	LF	-1,600.00	$4.099	-$6,559.17
	#300 KCMIL THHN STRANDED CU	LF	-480.00	$5.697	-$2,734.44
	#350 KCMIL THHN STRANDED CU	LF	-360.00	$6.670	-$2,401.32
	#600 KCMIL THHN STRANDED CU	LF	-2,120.00	$11.947	-$25,328.36
				TOTAL DEDUCT:	-$74,036.93
	#12 AWG THHN SOLID CU	LF	90,835.00	$0.189	$17,179.62
	#10 AWG THHN STRANDED CU	LF	73,915.00	$0.311	$22,972.78
	#8 AWG THHN STRANDED CU	LF	1,475.00	$0.563	$829.70
	#6 AWG THHN STRANDED CU	LF	1,340.00	$0.865	$1,159.70
	#4 AWG THHN STRANDED CU	LF	1,120.00	$1.324	$1,483.33
	#3 AWG THHN STRANDED CU	LF	40.00	$1.670	$66.82
	#2 AWG THHN STRANDED CU	LF	105.00	$2.091	$219.55
	#1 AWG THHN STRANDED CU	LF	210.00	$2.338	$491.00
	#1/0 AWG THHN STRANDED CU	LF	1,630.00	$2.863	$4,666.04
	#2/0 AWG THHN STRANDED CU	LF	140.00	$3.526	$493.67
	#3/0 AWG THHN STRANDED CU	LF	210.00	$4.450	$934.55
	#4/0 AWG THHN STRANDED CU	LF	1,600.00	$5.555	$8,888.06
	#300 KCMIL THHN STRANDED CU	LF	480.00	$7.719	$3,705.33
	#350 KCMIL THHN STRANDED CU	LF	360.00	$9.039	$3,253.93
	#600 KCMIL THHN STRANDED CU	LF	2,120.00	$16.189	$34,321.49
				TOTAL ADD:	$100,665.56
Totals for Ccode					$26,628.64

Totals: ***$26,628.64***

Report Totals:

Items+ByProducts

Ext Price 1

$26,628.64

Southwire®
Electrical Division

NET PRICE SHEET 02/2

Bare	Residential	Commercial
.8360	.8145	.8145

COPPER BUILDING WIRE & CABLE
02262021-CR/02262021-B

ALL PRICES ARE PER MFT / CUT CHARGES MAY APPLY PRICING SUBJECT TO CHANGE WITHOUT NOTICE

FOR STOCK USE ONLY

SIZE	THHN	STRIPES*	XHHW	USE	BARE
18 Solid TFN	$45.07				
16 Solid TFN	$62.55				
14 Solid	$90.97				$80.20
12 Solid	$139.57	$167.37		$251.87	$124.26
10 Solid	$218.36	$246.14		$313.73	$196.48
8 Solid					$327.25
6 Solid					$521.83
4 Solid					$853.66
2 Solid					$1,344.86
18 Str TFFN	$54.95				$338.18
16 Str TFFN	$76.93				$532.47
14 Str	$101.18		$136.24	$253.64	
12 Str	**$149.52**	$177.32	$184.95	$269.38	
10 Str	$228.67	$256.46	$277.21	$328.30	
8 Str	$385.16		$446.64	$532.20	$338.18
6 Str	$592.59		$678.44	$767.99	$532.47
4 Str	$906.84		$998.34	$1,170.19	$880.05
3 Str	$1,143.78		$1,227.10		
2 Str	$1,431.68		$1,540.65	$1,818.15	$1,386.46
1 Str	$1,725.46		$1,886.13	$2,176.23	
1/0 Str	$2,112.52		$2,318.36	$2,775.82	$1,999.38
2/0 Str	$2,602.25		$2,897.32	$3,489.26	$2,559.40
3/0 Str	$3,284.14		$3,627.12	$4,360.27	$2,951.82
4/0 Str	$4,099.48		$4,549.11	$5,445.65	$4,063.30
250 MCM	$4,750.26		$5,084.21	$5,669.99	$4,579.92
300 MCM	$5,696.75		$6,044.59	$6,477.48	
350 MCM	$6,670.32		$7,062.31	$7,695.71	$6,395.94
400 MCM	$7,587.87		$8,053.31	$8,726.23	
500 MCM	**$9,587.82**		$10,044.69	$10,573.35	$9,128.50
600 MCM	$11,947.34		$12,684.15	$13,166.94	
750 MCM	$20,195.62		$20,669.99	$21,462.27	$14,261.28
1000 MCM	$26,800.46		$27,132.78	$28,420.94	$18,957.90

STRIPES* - Wht-Blk, Wht-Red, Wht-Blu, Grn-Yel, Gry-Brn, Gry-Orn, Gry-Yel, Gry-Pur

NM-B	COILS	SPOOLS
14-2 WG	$270.97	$280.96
12-2 WG	**$401.38**	$411.38
10-2 WG	$700.33	$710.33
8-2 WG	$1,142.08	
6-2 WG	$1,612.99	
14-3 WG	$360.83	$370.83
12-3 WG	$550.67	$560.66
10-3 WG	$872.04	$882.03
8-3 WG	$1,607.84	
6-3 WG	$2,349.71	
4-3 WG	$5,859.42	
2-3 WG	$8,783.92	
14-2-2 WG	$534.95	
12-2-2 WG	$829.62	
NEW 4 Conductor Romex		
14-4 WG	$527.76	$537.76
12-4 WG	$824.19	$834.19
10-4 WG	$1,276.60	

UF	COILS	SPOOLS
14-2 WG	$297.26	$307.25
12-2 WG	$455.61	$465.61
10-2 WG	$743.90	$753.90
8-2 WG	$1,260.72	
6-2 WG	$1,772.03	
14-3 WG	$421.61	$431.61
12-3 WG	$639.65	$649.64
10-3 WG	$1,006.86	$1,016.85
8-3 WG	$1,860.98	
6-3 WG	$2,757.88	

SER	(Do not cut)
6-6-6-6	$4,195.00
4-4-4-6	$4,455.40
3-3-3-5	$5,988.47
2-2-2-4	$6,978.59
1-1-1-3	$8,756.15
1/0-1/0-1/0-2	$11,013.73
2/0-2/0-2/0-1	$13,778.74
3/0-3/0-3/0-1/0	$17,277.89
4/0-4/0-4/0-2/0	$21,723.39

SEU	(Do not cut)
10-10-10	$1,121.69
8-8-8	$1,319.56
6-6-8	$1,755.52
6-6-6	$1,995.71
4-4-6	$2,775.34
4-4-4	$3,130.12
3-3-5	$3,650.78
3-3-3	$3,906.38
2-2-4	$4,230.49
2-2-2	$4,872.48
1-1-1	$6,433.55
1/0-1/0-1/0	Call
2/0-2/0-2/0	$9,972.13
3/0-3/0-3/0	$12,624.46
4/0-4/0-4/0	Call

MADE IN USA

CUTTING CHARGES Do Not cut NM-B, UF, SER, SEU		
Sizes 18 - 2	#1 - 500 MCM	600 - 1000 kcmil
STD Pkg Only	$45.00	$45.00
REEL CHARGES		
All Sizes	If 1 x 250' or less $20.00 per reel	
SIMPULL HEADS		
1/0 MCM and larger	$25.00 per head	
Call Account Manager for Paralleling Charges		

Southwire® Electrical Division

NET PRICE SHEET 04

Bare	Residential	Commercial
.3405	.3494	.3320

COPPER BUILDING WIRE & CABLE
03292022-CR/03292022-B

ALL PRICES ARE PER MFT / CUT CHARGES MAY APPLY PRICING SUBJECT TO CHANGE WITHOUT NOTICE

FOR STOCK USE ONLY

SIZE	THHN	STRIPES*	XHHW	USE	BARE
18 Solid TFN	$61.08				
16 Solid TFN	$84.76				
14 Solid	$123.27				$108.59
12 Solid	$189.13	$226.79		$341.31	$168.26
10 Solid	$295.89	$333.54		$425.13	$266.03
8 Solid					$477.57
6 Solid					$761.52
4 Solid					$1,245.77
2 Solid					$1,962.59
18 Str TFFN	$74.46				$493.51
16 Str TFFN	$104.25				$777.04
14 Str	$137.10		$184.61	$343.70	
12 Str	**$202.61**	$240.28	$250.62	$365.03	
10 Str	$309.87	$347.52	$375.64	$444.86	
8 Str	$562.51		$652.29	$777.26	$493.51
6 Str	$865.45		$990.83	$1,121.62	$777.04
4 Str	$1,324.40		$1,458.03	$1,709.01	$1,284.27
3 Str	$1,670.44		$1,792.12		
2 Str	$2,090.91		$2,250.05	$2,655.32	$2,023.29
1 Str	$2,338.10		$2,476.78	$2,857.72	
1/0 Str	$2,862.60		$3,044.36	$3,645.07	$2,707.18
2/0 Str	$3,526.20		$3,804.62	$4,581.93	$3,465.46
3/0 Str	$4,450.22		$4,762.96	$5,725.70	$3,996.80
4/0 Str	$5,555.04		$5,973.68	$7,150.97	$5,501.75
250 MCM	$6,436.90		$6,889.42	$7,683.18	$6,201.26
300 MCM	$7,719.44		$8,190.80	$8,777.38	
350 MCM	$9,038.69		$9,569.87	$10,428.16	$8,660.17
400 MCM	$10,282.03		$10,912.73	$11,824.58	
500 MCM	**$12,992.09**		$13,611.17	$14,327.54	$12,360.09
600 MCM	$16,189.38		$17,187.81	$17,842.02	
750 MCM	$27,366.31		$28,009.11	$29,082.70	$19,309.94
1000 MCM	$36,316.27		$36,766.59	$38,512.12	$25,669.22

STRIPES* - Wht-Blk, Wht-Red, Wht-Blu, Grn-Yel, Gry-Brn, Gry-Orn, Gry-Yel, Gry-Pur

NM-B	COILS	SPOOLS
14-2 WG	$407.43	$417.33
12-2 WG	**$603.51**	$613.41
10-2 WG	$1,053.00	$1,062.90
8-2 WG	$1,755.38	
6-2 WG	$2,479.16	
14-3 WG	$542.54	$552.44
12-3 WG	$827.98	$837.87
10-3 WG	$1,311.18	$1,321.08
8-3 WG	$2,471.24	
6-3 WG	$3,611.49	
4-3 WG	$9,005.92	
2-3 WG	$13,500.86	
14-2-2 WG	$804.34	
12-2-2 WG	$1,247.40	
NEW 4 Conductor Romex		
14-4 WG	$803.43	#VALUE!
12-4 WG	$1,239.24	#VALUE!
10-4 WG	$1,919.47	

UF	COILS	SPOOLS
14-2 WG	$446.95	$456.85
12-2 WG	$685.05	$694.95
10-2 WG	$1,118.52	$1,128.42
8-2 WG	$1,937.73	
6-2 WG	$2,723.61	
14-3 WG	$633.93	$643.83
12-3 WG	$961.76	$971.66
10-3 WG	$1,513.90	$1,523.80
8-3 WG	$2,860.32	
6-3 WG	$4,238.85	

SER	(Do not cut)
6-6-6-6	$5,982.41
4-4-4-6	$6,353.75
3-3-3-5	$8,540.04
2-2-2-4	$9,952.03
1-1-1-3	$12,486.97
1/0-1/0-1/0-2	$15,706.46
2/0-2/0-2/0-1	$19,649.59
3/0-3/0-3/0-1/0	$24,639.65
4/0-4/0-4/0-2/0	$30,979.29

MADE IN USA

SEU	(Do not cut)
10-10-10	$1,599.63
8-8-8	$1,881.80
6-6-8	$2,503.52
6-6-6	$2,846.04
4-4-6	$3,957.85
4-4-4	$4,463.80
3-3-5	$5,206.30
3-3-3	$5,570.80
2-2-4	$6,033.02
2-2-2	$6,948.55
1-1-1	$9,174.76
1/0-1/0-1/0	Call
2/0-2/0-2/0	$14,221.06
3/0-3/0-3/0	$18,003.49
4/0-4/0-4/0	Call

CUTTING CHARGES Do Not cut NM-B, UF, SER, SEU		
Sizes 18 - 2 STD Pkg Only	#1 - 500 MCM $45.00	600 - 1000 kcmil $45.00
REEL CHARGES		
All Sizes	If 1 x 250' or less $20.00 per reel	
SIMPULL HEADS		
1/0 MCM and larger	$25.00 per head	
Call Account Manager for Paralleling Charges		

PRIME ELECTRIC CO. / 300 Vista Lane, Edmond, OK 73034 • (405) 359-9190

TO: Crossland Construction
Project: Norman Development Center
COR No.: 20
COR Title: Generator Redirect to Allied Steel

Expires 5/27/2022
COR Date 5/9/2022
Revision Date

COR Item No	Description	Qty	Material	Labor Hours	Labor Costs		
1	Material & Labor (Breakdown Attached)						
2	Crane & Storage Costs		$ 4,500.00				
3							
4							
5							
6							
7							
8							
9							
10							
11							
12							
13							
14							
15							
16							
17							
18							
19							
	Material Handling, Logistics, & Staging						
	Overtime						
	Plan Reproduction/Copying/Printing						
	As-Built Drawings						
	Supervision						
	Digital Documentation						
	Fuel Surcharge						
	Totals		$ 4,500.00	0.00	$ -		$ -
	Labor Burden				$ -		
	Sales Tax - (On Consumables Only)		$ -				

Total Raw Costs *(Labor+Labor Burden+Material+DJE+Tax)*	$ 4,500.00
Project Design & Engineering	$ -
General Conditions	$ -
Overhead @ 10%	$ 450.00
Profit @ 5%	$ 247.50
Bonds - Yes	$ 103.95
GRAND TOTAL	$ 5,301.00

NOTES (in addition to those above):

1) Proposal excludes cutting, patching, or painting of any surface unless specifically included above.
2) Proposal assumes all work to be performed during normal working hours and does not include any overtime unless shown.
3) No work to begin until written authorization for this proposal.
4) Proposal valid until expiration date - subject to recalculation following that date.



ALLIED STEEL CONSTRUCTION CO., LLC
2211 NW 1st Terrace
Oklahoma City, OK 73107
405-232-7531 ph 405-236-3705 fax
www.alliedsteelerectors.com

April 21, 2022
Attn: Russel Hughes
Prime Electric

Re: Norman Generator

Office: 405-359-9190
Email: rhughes@primecompany.net

We propose to furnish labor, equipment and insurance to receive generator, store in our yard and haul to jobsite for the net price of **$4,500.00**. We also offer to set the generator using our crane for the net price of **$3,500.00** Monday through Friday. Price does not include permitting for street closure or barricades.

Any subsequent agreement for this work is subject to the availability of personnel and equipment.

Exclusions & Qualifications: This proposal includes the terms and conditions on the attached page.

If this is acceptable please sign and fax back or email to us. We will contact you to discuss the schedule
of the work. Thank you.

Accepted_____

By_____

Date _____

Respectfully submitted

ALLIED STEEL CONSTRUCTION CO

By Cody Sudik
Cody Sudik, Crane Rental

PRIME ELECTRIC CO. / *Commercial • Industrial*
300 Vista Lane, Edmond, OK 73034 • 405/359-9190 • Fax 405/359-0024

April 6, 2022

Crossland Construction Co.
408 NE 145th Place
Oklahoma City, OK 73013

Attn: Blake Madden
Project: Norman Development Center
RE: Project Closure & Delays Due to Discovery of Asbestos

Blake,

Per your request, the following are the costs Prime Electric has incurred and/or will incur for the work stoppage at the **Norman Development Center** project located at 225 N. Webster Ave., Norman, OK 73069. This does not include the following:

- Claim for under absorbed home office overhead costs to be potentially filed later.
- Claim for inflation of material costs for items not yet purchased. Some of those include (but not limited to):
    - Wire and cable
    - Wiring devices
    - Crane costs for installation of generator & associated equipment

Total amount of delay expenses (demobilization, remobilization, off site storage for diverted deliveries of equipment packages, on site container rentals, equipment rentals, misc. small tools, etc.):

$ 15,186.06

I've attached a spreadsheet with our breakdown & backup for your use.

Please feel free to contact me if you need any additional information or explanation of the items above.

Respectfully submitted,

Russel Hughes
Sr. Project Manager

PRIME ELECTRIC COMPANY, INC.
#1403 NORMAN DEVELOPMENT CENTER
ASBESTOS JOB CLOSURE DELAY - DIRECT COSTS

One-time Cost Events:

Activity	Date	Qty	Cost	Extension	Taxable?
Demob Labor - Foreman	9/21/2021	2	$ 95.00	$ 190.00	N
Demob Labor - Driver	9/22/2021	8	$ 85.00	$ 680.00	N
Demob Truck Expense	9/22/2021	80	$ 1.25	$ 100.00	Y
Deliver Offsite Stored Items - Labor	TBD	16	$ 85.00	$ 1,360.00	N
Deliver Offsite Stored Items - Truck Exp.	TBD	183.6	$ 1.25	$ 229.50	Y
Remob Labor - Driver	TBD	8	$ 85.00	$ 680.00	N
Remob Labor - Foreman	TBD	2	$ 95.00	$ 190.00	N
Remob Truck Expense	TBD	80	$ 1.25	$ 100.00	Y

Recurring Cost Events:

Activity	Sep-21 9 days	Oct-21	Nov-21	Dec-21	Jan-22	Feb-22	Mar-22	Apr-22	May-22 9 days		
Storage Container Rent - On Site (Qty: 2)	$ 75.60	$ 252.00	$ 252.00	$ 252.00	$ 252.00	$ 252.00	$ 252.00	$ 252.00	$ 75.60	$ 1,915.20	Y
Offsite Storage Rental (Diverted Deliveries)		$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 225.00	$ 67.50	$ 1,642.50	Y
Misc. Small Tools	$ 475.00	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ -	$ 475.00	Y
Bobcat	$ 630.00	$ 2,100.00	$ 2,100.00	$ -	$ -	$ -	$ -	$ -	$ -	$ 4,830.00	Y

Subtotal>>	$ 12,392.20
Sales Tax (if applicable) @ 8.75%>>	$ 813.07
	$ 13,205.27
15% Markup>>	$ 1,980.79
Total Direct Costs Related to Delay>>	$ 15,186.06

Demobilize tools & ladders			
Prime to jobsite	40 Miles	1 round trip	80
Remobilize tools & ladders			
Prime to Jobsite	40 Miles	1 round trip	80
Deliver Stored Materials			
Prime to Emsco	19.3 Miles	Outbound	38.6
Emsco to Jobsite	21 Miles	2 round trips + 1 way	105
Jobsite to Prime	40 Miles	Inbound	40

The above direct costs are not inclusive of any potential home office overhead costs that may be submitted as a separate claim once the true overhead costs are known.

The above claim does not include any costs for inflation of materials not yet purchased for the project scope. Those will be filed seperately once those are identified.

This is the claim for direct demobilization, remobilization, rents, and storage costs for the duration of the delay.

Ph: 405-515-8200
www.Waggonershvac.com
1351 E. Indian Hills,
Norman OK

WAGGONERS'
Mechanical Services LLC

Change Order

Job Name	Date:	Change Order#	Revision
Norman Development Center	25-Oct	6	N/A

Scope:

Mobilization and Demobilization Fees associated with the shutdown of the job due to asbestos.

Contract Price:

Mobilization	**Qty**		**Unit Price**	**Tax**		**Subtotal**
Re-Mobilization	1.0	$	4,801.89		$	4,801.89
De-Mobilization	1.0	$	702.98		$	702.98
Rental	**Qty**		**Unit Price**	**Tax**		**Subtotal**
Herc Rentals-Scissorlift	1.0	$	430.15		$	430.15
			Subtotal		$	5,935.02
			Bonding	2.5%	$	170.63
			P/O	15%	$	890.25

Total **$6,995.90**

Exclusion:

The following items, unless specifically included above are EXCLUDED from this proposal:

General Exclusions:

Same as Contract Drawings

Acceptance:

To accept this Proposal, Sign and Return:

Authorized Representative: Date:

All work to be completed in to industry standards. Any items excluded are not considered part of this Change Order. Price is valid for 30 days.

Ph: 405-515-8200
www.Waggonershvac.com
1351 E. Indian Hills,
Norman OK

WAGGONERS'
Mechanical Services LLC

Change Order

Job Name	Date:	CO #		Revision
Norman Development	7-Jun	18		n/a

Repair of damages to FCU's by abatement:
FPB-21A : Replace damaged hangers; FPB-19: Replace damaged ductwork; FPB-23B: Replace damaged ductwork; FPB-29: Replace damaged hangers and ductwork; FPB-39: Replace damaged elbow in ductwork; FPB-34: Replace damaged hangers; FPB-6: Repair damaged reducer in ductwork; FPB-38: Replace damaged hangers; FPB-14: Replace damaged hangers; FPB-41: Replace damaged hangers; FPB-31: Replaced damaged ductwork; FPB-36: Replace damaged hangers; FPB-23A: Replace damaged hangers and ductwork; FPB-32: Replace damaged hangers and ductwork; FPB-2: Replace damaged elbow to ductwork; FPB-28: Replace damaged ductwork; FPB-5: Replace damaged elbow to ductwork; FPB-3B: Replace damaged ductwork; FPB-38: Replace coil; FPB-11: Replace coil.

Labor	Hrs	Rate	Subtotal	P/O 15%	Total
Journeyman	46.0	$ 55.00	$ 2,530.00	$ 379.50	$ **2,909.50**
Apprentice	46.0	$ 30.00	$ 1,380.00	$ 207.00	$ **1,587.00**
Foreman	8.0	$ 65.00	$ 520.00	$ 78.00	$ **598.00**
Office	4.0	$ 40.00	$ 160.00	$ 24.00	$ **184.00**

Material	Qty	Unit Price	Tax	Subtotal	P/O 15%	Total
Sheet Metal Duct	1.0	$ 1,371.29	$ -	$ 1,371.29	$ 205.70	$ **1,576.99**
Replacement Ductwork						
Misc	1.0	$ 585.60	$ -	$ 585.60	$ 87.84	$ **673.44**
Replacement Hangers & Installation Materials						

Equipment/Sub	Qty	Unit Price	Tax	Subtotal	P/O 15%	Subtotal
Trane	1.0	$ 645.27	$ -	$ 645.27	$ 96.80	$ **742.07**
FPB-11 Replacement Coil(1); FPB-38 Replacement Coil(1); Freight and Handling(1);						

P/O	15%	$ 1,079.00	**SubTotal**		$ **8,271.00**
			Bonding	2.5%	$ **206.78**

Total $8,477.78

The following items, unless specifically included above are EXCLUDED from this proposal:

General Exclusions:

Same as Contract Drawings

To accept this Proposal, Sign and Return:

Authorized Representative: Date:

All work to be completed in to industry standards. Any items excluded are not considered part of this Change Order. Price is valid for 30 days.

Ph: 405-515-8200
www.Waggonershvac.com
1351 E. Indian Hills,
Norman OK

WAGGONERS
Mechanical Services LLC

Change Order

Job Name	Date:	CO #		Revision
Norman Development Center	7-Jun	19		n/a

Cost increases that have been taken since job was shutdown for abatement. Labor is for remobilization efforts.

Labor	Hrs	Rate	Subtotal	P/O 15%	Total
Journeyman	8.0	$ 55.00	$ 440.00	$ 66.00	**$ 506.00**
Apprentice	8.0	$ 30.00	$ 240.00	$ 36.00	**$ 276.00**
Foreman	1.0	$ 65.00	$ 65.00	$ 9.75	**$ 74.75**
Office	1.0	$ 40.00	$ 40.00	$ 6.00	**$ 46.00**

Equipment/Sub/Materials	Qty	Unit Price	Tax	Subtotal	P/O 15%	Subtotal
Material	1.0	$ 16,102.22	$ -	$ 16,102.22	$ 2,415.34	**$ 18,517.56**
	Total Material Price Increases(1);					
Ductwork	1.0	$ 1,864.55	$ -	$ 1,864.55	$ 279.69	**$ 2,144.24**
	Ductwork Price Increases(1);					
ES2	1.0	$ 1,040.00	$ -	$ 1,040.00	$ 156.00	**$ 1,196.00**
	Controls Cost Increases(1);					
ODS	1.0	$ 725.00	$ -	$ 725.00	$ 108.75	**$ 833.75**
	TAB Cost Increases(1);					

P/O	15%	$ 3,078.00	**SubTotal**	**$ 23,594.30**
			Bonding 2.5%	**$ 589.86**

Total $24,184.16

The following items, unless specifically included above are EXCLUDED from this proposal:

General Exclusions:

Same as Contract Drawings

To accept this Proposal, Sign and Return:

Authorized Representative: Date:

All work to be completed in to industry standards. Any items excluded are not considered part of this Change Order. Price is valid for 30 days.

Ph: 405-515-8200
www.Waggonershvac.com
1351 E. Indian Hills,
Norman OK

WAGGONERS
Mechanical Services LLC

Chan[illegible]r

Job Name	Date:	CO #		Revision
Norman Development Center	25-Oct	8		n/a

Mobilization and Demobilization Fees associated with the shutdown of the job due to asbestos. Added 3 connexes until the end of April per Blake Madden's request. If connex's are required longer due to the jobsite shutdown another change order will follow. Also, sealed all drilled holes in roof due to laying out the roof penetrations before job shutdown.

Labor	Hrs	Rate	Subtotal	P/O 15%	Total
Journeyman	6.0	$ 55.00	$ 330.00	$ 49.50	$ 379.50
Apprentice	6.0	$ 30.00	$ 180.00	$ 27.00	$ 207.00
Foreman	3.0	$ 65.00	$ 195.00	$ 29.25	$ 224.25
Office	2.0	$ 40.00	$ 80.00	$ 12.00	$ 92.00

Material	Qty	Unit Price	Tax	Subtotal	P/O 15%	Total
General Material Misc Materials	1.0	$ 50.00	$ -	$ 50.00	$ 7.50	$ 57.50
Sheet Metal Duct Caps for Roof Penetration	1.0	$ 396.58	$ -	$ 396.58	$ 59.49	$ 456.07

Equipment/Sub	Qty	Unit Price	Tax	Subtotal	P/O 15%	Subtotal
Pioneer Bandsaw(1); 6" Grinder(1); Bandsaw Blade(1); Thin Cut Blade(12); (Includes Dewalt Event Rebate)(1); Laser Level(1);	1.0	$ 965.14	$ -	$ 965.14	$ 144.78	$ 1,109.92
Sunstate Rental Scissor Lift Pro-Rated(1);	1.0	$ 415.64	$ -	$ 415.64	$ 62.35	$ 477.99
HercRentals Scissor Lift Pro-Rated(1); Compact Scissor Lift	1.0	$ 609.75	$ -	$ 609.75	$ 91.47	$ 701.22
SOV cost for Mobilization Remobilization cost from approved SOV's for our Mobilization	1.0	$ 15,084.86	$ -	$ 15,084.86	$ 2,262.73	$ 17,347.59
Deduct for Shop Drawings from Mobilization Deduct of one time cost from mobilization SOV	-1.0	$ 5,925.00	$ -	$ (5,925.00)	$ (888.75)	$ (6,813.75)
Deduct for Permits from Mobilization Costs Deduct of one time cost from mobilization SOV	-1.0	$ 2,075.00	$ -	$ (2,075.00)	$ (311.25)	$ (2,386.25)
Demobilize	1.0	$ 2,097.56	$ -	$ 2,097.56	$ 314.64	$ 2,412.20

Rental	Qty	Unit Price	Tax	Subtotal	P/O 15%	Subtotal
Connex (3)	Until April 2022	$ 4,200.00	$ -	$ 4,200.00	$ 630.00	$ 4,830.00

	P/O	15%	$ 2,491.00	SubTotal		$ 19,095.24
				Bonding	2.5%	$ 477.39

Total	$19,572.63

The following items, unless specifically included above are EXCLUDED from this proposal:

General Exclusions:

Same as Contract Drawings

To accept this Proposal, Sign and Return:

Authorized Representative: Date:

All work to be completed in to industry standards. Any items excluded are not considered part of this Change Order. Price is valid for 30 days.

Ph: 405-515-8200
www.Waggonershvac.com
1351 E. Indian Hills,
Norman OK

WAGGONERS'

P hfkdqlfd#Vhuylfhv#DOF

Change Order

Job Name	Date:	Change Order#	Revision
Norman Development Center	3-Jun	16	

Scope:

Replacement of HVAC insulation to areas were removed due to asbestos abatement. Work is figured to take 2 weeks time.

Contract Price:

Labor	Hrs	Rate	Subtotal
Foreman	2.0	$ 65.00	$ 130.00
Journeyman	2.0	$ 55.00	$ 110.00
Admin	2.0	$ 40.00	$ 80.00

Subs	Qty	Unit Price	Tax	Subtotal
Insulation	1.0	12300	$ -	$ 12,300.00

Subtotal		$	12,620.00
Bonding	2.5%	$	362.83
P/O	15%	$	1,893.00

Total **$14,875.83**

Exclusion:

The following items, unless specifically included above are EXCLUDED from this proposal:

General Exclusions:

Same as Contract Drawings

Acceptance:

To accept this Proposal, Sign and Return:

Authorized Representative: Date:

All work to be completed in to industry standards. Any items excluded are not considered part of this Change Order. Price is valid for 30 days.

Ph: 405-515-8200
www.Waggonershvac.com
1351 E. Indian Hills,
Norman OK

WAGGONERS'
Mechanical Services LLC

Change Order

Job Name	Date:	Change Order#	Revision
Norman Development	7-Jun	015	1

Scope:

Cost increases that have been taken since job was shutdown for abatement. Labor is for remobilization efforts.

Contract Price:

Labor	Hrs	Rate	Subtotal
Foreman	1.0	$ 65.00	$ 65.00
Journeyman	8.0	$ 55.00	$ 440.00
Apprentice	8.0	$ 30.00	$ 240.00
Admin	1.0	$ 40.00	$ 40.00

Material	Qty	Unit Price	Tax	Subtotal
Material Price Increases	1.0	$ 11,908.82		$ 11,908.82
Insulation Price Increases	1.0	$ 2,172.99		$ 2,172.99

Subtotal		$	14,866.81
Bonding	2.5%	$	427.42
P/O	15%	$	2,230.02

Total **$17,524.25**

Exclusion:

The following items, unless specifically included above are EXCLUDED from this proposal:

General Exclusions:

Same as Contract Drawings

Acceptance:

To accept this Proposal, Sign and Return:

Authorized Representative: Date:

All work to be completed in to industry standards. Any items excluded are not considered part of this Change Order. Price is valid for 30 days.

Ph: 405-515-8200
www.Waggonershvac.com
1351 E. Indian Hills,
Norman OK

P hfkdqlfd#Vhuylfhv#DOF

Change Order

Job Name	Date:	Change Order#	Revision
Norman Development Center	1-Jun		N/A

Scope:

As discussed in the meeting onsite, attached is the Change Order pricing for replacing the insulation on the storm piping only that was removed during abatement. Let me know if you have any questions.

Contract Price:

Labor	Hrs		Rate		Subtotal
Foreman	2.0	$	65.00	$	130.00
Journeyman	2.0	$	55.00	$	110.00
Apprentice	2.0	$	30.00	$	60.00
Admin	1.0	$	40.00	$	40.00

Subs	Qty	Unit Price	Tax	Subtotal
Insulation	1.0	18390 $	-	$ 18,390.00

Subtotal		$	18,730.00
Bonding	2.5%	$	538.49
P/O	15%	$	2,809.50

Total $22,077.99

Exclusion:

The following items, unless specifically included above are EXCLUDED from this proposal:

General Exclusions:

Same as Contract Drawings

Acceptance:

To accept this Proposal, Sign and Return:

Authorized Representative: Date:

All work to be completed in to industry standards. Any items excluded are not considered part of this Change Order. Price is valid for 30 days.

WOOD SYSTEMS EST. 1988

Change Proposal (L&M)

Date 04/11/22

To: Crossland Construction - Tulsa
14149 East Admiral Place
Tulsa, OK 74116

Phone (918) 712-1441
Fax (918) 712-2044

Ship To: Norman Development Center
225 N Webster Ave
Norman, OK 73069

Attention	: n/a	Project Id	: 5030
Project Desc.	: Norman Development Center PROD	Ship Via	: Our Truck
Terms	: n/a	P.O. Number	: n/a
Delivery Date	: n/a	Salesperson	: Wade Snider

Description	Selling Price

Alternates / Change Orders / Exclusions

CO - MATERIAL INCREASE DUE TO JOB SITE CLOSURE

WD-3 SIDING (Farmhouse Walnut)

WD-3 SIDING (Farmhouse Walnut)	$ 12,982.62

LAMINATES (PL-1 & PL-2)

LAMINATES (PL-1 & PL-2)	$ 10,097.38
CO - MATERIAL INCREASE DUE TO JOB SITE	$ 23,080.00

Quote

Item 7.

PLUNKETT DISTRIBUTING INC.

Fort Smith Office:
1010 South Y St
Fort Smith, AR 72901
(479) 782-2190

Little Rock Office:
2323 E Roosevelt Rd
Little Rock, AR 72206
(501) 565-4548

QUOTE ID 10006756
INVOICE NO
DATE March 5, 2021
PURCHASE ORDER
JOB

ATTN TO WOOD SYSTEMS
WADE SNIDER

PREPARED BY John Autry
jautry@PlunkettDistributing.com

QTY	SIZE	SUBSTRATE	FACE COLOR	FACE GRADE	BACK COLOR	BACK GRADE	PRICE PSF	PRICE	TOTAL
1	11/16x4x8	MDF	FROSTY WHITE 3173	184 (4x8 only)	WALNUT HEIGHTS 7965K-12	335 VERTICAL	$2.86	$91.64	$91.64
1	11/16x4x8	MDF	WALNUT HEIGHTS 7965K-12	335 VERTICAL	WALNUT HEIGHTS 7965K-12	335 VERTICAL	$3.95	$126.55	$126.55
1	1-1/2x5x12	MR MDF	BROWN POLY .024 PB90BR28	Poly .024	EASY ELEGANCE VA5002T	NF39 (POSTFORM)	$5.81	$348.80	$348.8
1	1-1/2x5x12	MDF	BROWN POLY .024 PB90BR28	Poly .024	EASY ELEGANCE VA5002T	NF39 (POSTFORM)	$5.08	$304.80	$304.8
1	3/4x5x12	MDF	BROWN POLY .024 PB90BR28	Poly .024	EASY ELEGANCE VA5002T	NF39 (POSTFORM)	$4.05	$243.20	$243.2
1	11/16x4x8	MDF	FROSTY WHITE 3173	184 (4x8 only)	EASY ELEGANCE VA5002T	NF28 (VERTICAL)	$3.97	$127.15	$127.15
1	11/16x4x8	MDF	EASY ELEGANCE VA5002T	NF28 (VERTICAL)	EASY ELEGANCE VA5002T	NF28 (VERTICAL)	$5.87	$187.73	$187.73

Thank You for Your Business

Quote

PLUNKETT DISTRIBUTING INC.

Fort Smith Office:
1010 South Y St
Fort Smith, AR 72901
(479) 782-2190

Little Rock Office:
2323 E Roosevelt Rd
Little Rock, AR 72206
(501) 565-4548

QUOTE ID 10009584
INVOICE NO
DATE April 7, 2022
PURCHASE ORDER UPDATE
JOB

ATTN TO WOOD SYSTEMS
MATT RIDER

PREPARED BY John Autry
jautry@PlunkettDistributing.com

QTY	SIZE	SUBSTRATE	FACE COLOR	FACE GRADE	BACK COLOR	BACK GRADE	PRICE PSF	PRICE	TOTAL
1	11/16x4x8	MDF	FROSTY WHITE 3173	184 (4x8 only)	WALNUT HEIGHTS 7965K-12	335 VERTICAL	$3.98	$127.26	$127.26
1	11/16x4x8	MDF	WALNUT HEIGHTS 7965K-12	335 VERTICAL	WALNUT HEIGHTS 7965K-12	335 VERTICAL	$5.23	$167.44	$167.44
1	1-1/2x5x12	MR MDF	BROWN POLY .024 PB90BR28	Poly .024	EASY ELEGANCE VA5002T	NF39 (POSTFORM)	$7.27	$436.00	$436
1	1-1/2x5x12	MDF	BROWN POLY .024 PB90BR28	Poly .024	EASY ELEGANCE VA5002T	NF39 (POSTFORM)	$6.71	$402.40	$402.4
1	3/4x5x12	MDF	BROWN POLY .024 PB90BR28	Poly .024	EASY ELEGANCE VA5002T	NF28 (VERTICAL)	$5.57	$334.40	$334.4
1	11/16x4x8	MDF	FROSTY WHITE 3173	184 (4x8 only)	EASY ELEGANCE VA5002T	NF28 (VERTICAL)	$5.85	$187.31	$187.31
1	11/16x4x8	MDF	EASY ELEGANCE VA5002T	NF28 (VERTICAL)	EASY ELEGANCE VA5002T	NF28 (VERTICAL)	$8.59	$274.77	$274.77

Thank You for Your Business

Josh Gilkeson

From: AJ Henion <aj@pioneermillworks.com>
Sent: Wednesday, March 3, 2021 11:04 AM
To: Wade Snider
Cc: Susan Fornof
Subject: RE: RFQ City Of Norman Municipal Complex

CAUTION: This email originated from outside the Mill Creek email system. Do not click links or open attachments unless you recognize the sender, are expecting the content and know it is safe. And if prompted, never provide your username or password.

Hi Wade,

Freight would be $1040.

Thank you,

AJ Henion
Outside Sales Representative
PIONEER MILLWORKS
t 800.951.WOOD | m 585-261-5540 | https://pioneermillworks.com
Farmington, NY | Portland, OR

Check out our expanded line of Shou Sugi Ban products.

From: AJ Henion
Sent: Wednesday, March 3, 2021 11:50 AM
To: 'Wade Snider' <WSnider@woodsystems.net>
Cc: Susan Fornof <susan@pioneermillworks.com>
Subject: RE: RFQ City Of Norman Municipal Complex

Hi Wade,

The paneling is going to be $16.95/SQFT and I am checking on a freight quote now.

Thank you,

AJ Henion
Outside Sales Representative
PIONEER MILLWORKS
t 800.951.WOOD | m 585-261-5540 | https://pioneermillworks.com
Farmington, NY | Portland, OR

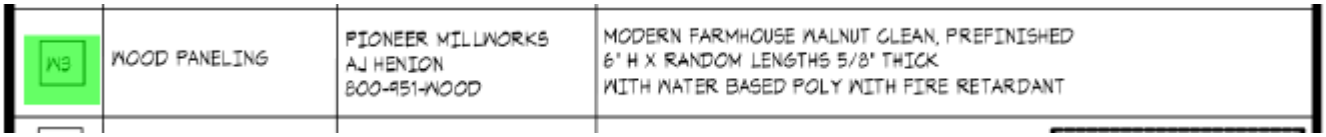
Check out our expanded line of Shou Sugi Ban products.

From: Wade Snider <WSnider@woodsystems.net>
Sent: Wednesday, March 3, 2021 11:44 AM

To: AJ Henion <aj@pioneermillworks.com>
Subject: RFQ City Of Norman Municipal Complex

AJ,

I need a Quote for 1200 SQ FT of W# Modern Farmhouse Walnut, clean Prefinished 6" H X Random Lengths 5/8 Thick with water based poly with fire retardant. Shipped to Wood Systems address below.



Wade Snider
Millwork Estimator
Wood Systems, Inc. | 4615 S. 49th W. Ave. | Tulsa, OK 74107
Direct 918.794.2916 |Cell 918.613.0470 |Fax 918.749.5321

File Attachments for Item:

8. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF REQUEST FOR AUTHORIZATION FOR PARTIAL RELEASE OF RETAINAGE, REDUCING RETAINAGE FROM 5% TO 2.5%, FOR PAYMENT PURSUANT TO CONTRACT K-2021-35 BETWEEN THE CITY OF NORMAN AND FLINTCO LLC, RELATING TO THE NORTH BASE COMPLEX PHASE 1 PROJECT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 6/28/2022

REQUESTER: Paul D'Andrea, Capital Projects Engineer

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF REQUEST FOR AUTHORIZATION FOR PARTIAL RELEASE OF RETAINAGE, REDUCING RETAINAGE FROM 5% TO 2.5%, FOR PAYMENT PURSUANT TO CONTRACT K-2021-35 BETWEEN THE CITY OF NORMAN AND FLINTCO LLC, RELATING TO THE NORTH BASE COMPLEX PHASE 1 PROJECT.

BACKGROUND:

Parks Maintenance Facility: 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 Sports Complex.

The Norman Forward Program includes a Maintenance Facility for the City of Norman Parks and Recreation Department. This facility was originally to be relocated from Reaves Park to Griffin Park; however, the City's plans now include the construction of a new Parks, and City Transit/Public Safety Maintenance Facility adjacent to the City's current Fleet Maintenance Facility at the North Base Complex, located at 1301 Da Vinci Street near the Norman Municipal Airport. The proposed multi-departmental facility is to provide maintenance for City Parks and Recreation vehicles and equipment, City Transit System buses, and Public Safety vehicles and equipment.

Transit Maintenance Facility: In August of 2018, University of Oklahoma officials advised City of Norman staff of their desire to transfer non-campus bus services in Norman to another operator by the end of the 2019 fiscal year. On July 1, 2019, operation of non-campus bus services in Norman were transferred from the University to the City.

On July 30, 2019, the City Council approved Contract K-1920-32, leasing a portion of University-owned property located at 510 Chesapeake, commonly referred to as the OU Transportation Operations Center, for office space, maintenance bays, and fleet storage, until December 31,

2019. On December 10, 2019, the City and the University extended that lease agreement until June 30, 2020. On April 28, 2020, the City and the University extended that lease agreement until December 31, 2020. The final amendment to this agreement concluded on January 31, 2022.

North Base Complex Design: On March 14, 2017, the Norman City Council approved Contract K-1617-114 between the City of Norman and PDG, LLC d.b.a. Planning Design Group, in the amount of $761,000 for Professional Architectural Design Services for the Griffin Park Sports Complex.

Because PDG, LLC was performing the professional architectural design services for the Griffin Park Sports Complex, city staff recommended amending their contract to include design of the new Parks Maintenance Facility. These services were over and above those included in contract K-1617-114. Due to the desire to co-locate the Parks, City Transit and Public Safety Maintenance Facilities at the North Base Campus, staff further recommended including master planning and design of the City Transit and Public Safety Maintenance Facilities in the amended contract.

On August 27, 2019, the Norman City Council approved Amendment No. 1 to Contract K-1617-114 between the City of Norman and PDG, LLC d.b.a. Planning Design Group, in the amount of $430,280 for additional Professional Architectural Design Services to add the City Park Maintenance Facility and Transit/Public Safety Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On April 14, 2020, the Norman City Council approved Amendment No. 3 to Contract K-1617-114 between the City of Norman and PDG, LLC d.b.a. Planning Design Group, in the amount of $316,370 for additional Professional Architectural Design Services to provide for an increased project scope and to add bidding services and construction administration services for the City Park Maintenance Facility and Transit/Public Safety Maintenance Facility to the existing contract for the Griffin Park Sports Complex.

On September 8, 2020, the Norman City Council approved Amendment No. 5 to Contract K-1617-114 between the City of Norman and PDG, LLC d.b.a. Planning Design Group, in the amount of $49,500 for additional architectural design services for the proposed City Parks and Transit/Public Safety Maintenance Facility to include proposed building and parking revisions, project phasing, renderings, and inclusion of federal third party contracting requirements needed for FTA Grant funding.

On September 8, 2020, the Norman City Council approved Amendment No. 4 to Contract K-1516-110 between the City of Norman, Oklahoma, The Norman Municipal Authority, and ADG, P.C., in the amount of $157,180 adding Construction Phase Services for the North Base Complex, Phase 1 Project to the scope of projects receiving program management services.

On October 13, 2020, the Norman City Council awarded contract K-2021-35 between the City of Norman, Oklahoma, and Flintco LLC, in the amount of $8,648,000, for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On March 9, 2021, the Norman City Council approved Change Order No. 1 to Contract K-2021-35 between the City of Norman, Oklahoma, and Flintco LLC, in the amount of $64,737.65 and

20 Calendar Days, for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On July 13, 2021, the Norman City Council approved Change Order No. 2 to Contract K-2021-35 between the City of Norman, Oklahoma, and Flintco LLC, in the amount of $76,156.98 and 39 Calendar Days, for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On October 12, 2021, the Norman City Council approved Change Order No. 3 to Contract K-2021-35 between the City of Norman, Oklahoma, and Flintco LLC, in the amount of $102,609.21 and 58 Calendar Days, for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On January 25, 2022, the Norman City Council approved Change Order No. 4 to Contract K-2021-35 between the City of Norman, Oklahoma, and Flintco LLC, in the amount of $93,249.12 and 41 Calendar Days, for the construction of the City Park Maintenance Facility and the Transit/Public Safety Maintenance Facility.

On April 26, 2022, the Norman City Council approved Change Order No. 5 for the North Base Complex, Phase 1, Contract K-2021-35 with Flintco, LLC of Oklahoma City, Oklahoma in the amount of $81,184.41 plus 14 additional calendar days, for the Base Bid and Bid Alternate No. 1.

DISCUSSION:

Substantial completion of the contract for the North Base Phase 1 Project was issued on January 21, 2022. In conjunction with the substantial completion issuance, the project design consultant (PDG/GSB), the project construction manager (ADG), and City staff performed a final inspection of the completed facilities. From this final inspection and subsequent discoveries as the facility was put to use, the project team compiled a final punch list outlining any incomplete work or deficient items. Completion of these items is required for final acceptance of the project and release of withheld retainage.

Since that list was compiled, City staff have confirmed that the majority of the items on the punch list are complete. The remaining items require additional research from the City and the design consultant to determine an appropriate corrective action and therefore the contractor awaits further direction for those items before they can complete the work.

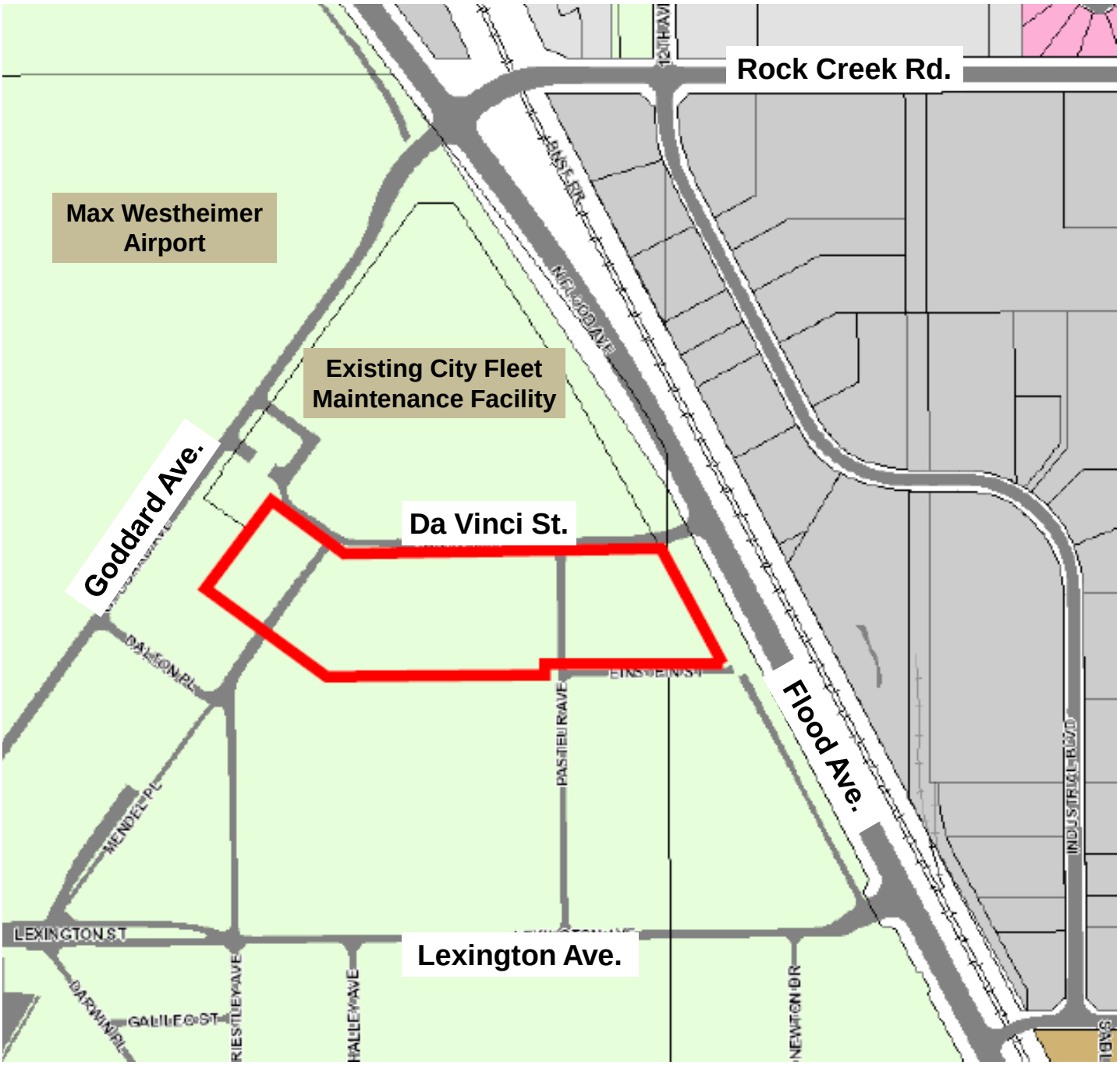
Based on the level of completion of the punch list, the contractor has requested a partial release of retainage for the work already completed. This requested release of retainage is not prescribed under these circumstances by the contract terms, so specific authorization is sought from City Council for the disbursement. City staff, having evaluated the circumstances, suggests that a reduction in the retainage from 5%, as required by the original contract, to 2.5% is appropriate based on the level of completion of the contract work. This reduction does not constitute final acceptance of the project, a waiver of any legal argument, and, per state statutes, is at the discretion of the City. If the City Council authorizes this reduction, the remaining 2.5% retainage will be withheld until all punch list items are complete.

If approved, the retainage withheld would be reduced from $453,246.87 to $226,623.43, based on the current contract amount. Release of the remaining portion of the retainage will accompany the Council agenda item for final acceptance of the project and final payment to be brought to Council, at a later date upon completion of remaining punch list items.

These funds are encumbered in the Fire/Transit Facility Project, Construction (Account 50193365-46101; Project BG0252).

RECOMMENDATION:

Staff recommends that the City Council authorize a reduction in retainage for Contract K-2021-35, with Flintco, LLC, for the North Base Complex Phase 1 Project, which would result in a reduction of retainage from 5% to 2.5% of the total contract amount.



North Base Complex, Phase 1
Location Map

N

250

North Base Maintenance Complex: Punch and Warranty Log

5/26/2022

	Description	Punch / Warranty	Status	Date Completed	Location	Notes
29	Low Area Off Of DaVinici	Punch	~~WIP~~ Complete	06/03/22	Fleet	4.20: Not complete. Area is not draining, standing water present all the time 5.23: Per B. Churchwell that has still not been addressed. Per P. Gunderston This was previously address/corrected as of 5/9/22. Fintco was not aware there were still issues, we reviewed this issue on 5/23/22 and did determine additional work to help drain the area. Flintco will coordinate with Greenshade to provide more positive drainage. This work is to be completed by EOW (weather permitting). 5.24: Greenshade to regrade, H&H to add grate
52	Overhead Cord Reel Between Bay 1 & 2 is Missing Cover Note: Includes light switch that stopped working.	Punch	~~WIP~~ Complete	06/02/22	Fleet	Pending Update from DSE / Also on "Concerns" document 5.23: Per B. Churchwell cover is still missing. Per P. Gunderson it is scheduled to deliver in 3 weeks.
53	Missing Trim at Wash Bay	Punch	~~Pending~~ Complete	05/27/22	Fleet	5.23: Per B. Churchwell this has been addressed but is not complete. The upper trim on the south end is still missing.
54	Update 6/10: Reviewed onsite. Need updated direction from Owner how to proceed forward. Concrete Issues Near Vehicle Lift	Punch	WIP		Fleet	Pending Response from Ardor to Work to Repair Damaged Area 5.23: Per B. Churchwell this is still an issue 5.24: Flintco to address with Bryans Flooring. Structural consultant to review.
55	Update 6/10: Reviewed onsite. Per Owner direction, Flintco to provide cost to demo and replace concrete & drain in wash bay. Flintco is working on pricing. Concrete Issues in Wash Bay	Punch	Need Additional Direction from Designer / Owner		Fleet	Pending Response from Ardor to Work to Repair Damaged Area 5.23: Per B. Churchwell this is still an issue. Per P. Gunderson Flintco will need to further discuss a resolution with Owner. 5.24: Flintco to address with Bryans Flooring. Structural consultant to review.
58	Update 6/10: Orcutt to be on site to install next Tuesday, 6/14, to re-install air blender per CEI's additional direction/recommendations. Multiple MAU Issues Blowing Different Temps	Punch	~~Need Additional Direction from Designer / Owner~~ WIP		Fleet/Parks	Pending Test Unit / 4.20: Seems to be missing hardware on units and not sealed properly to ductwork. See images. 5.23: Per B. Churchwell "MAU operation cannot be validated with the current temperatures". Per P. Gunderson Areas missing hardware were corrected as of 4/22/22. “Test Blender” installed as 5/23/22. Flintco was able to physically verify (i.e. standing in front of the vents) while onsite while the “Test Blender” appeared to slightly increase the temperature of the duct blowing cold air the air was still significantly cooler than the side blowing the heated air. Flintco request direction from Owner/Design Team on how to proceed forward. 5.24: Proposed solution ineffective. Back to drawing board for alternate solutions. ACI to review and ES2 is taking readings to analyze.
60	Update 6/10: See note above for #55. Drainage Issues in Cleaning Bay (Water Pooling)	Punch	Need Additional Direction from Designer / Owner		Fleet	5.23: Per B. Churchwell pooling water is still an issue in the cleaning bay, current condition is "not really workable." Per P. Gunderson Pending direction from Owner/Design Team. 5.24: M. Segroves to review with Ilias/Wallace on site with Flintco and concrete rep
61	Update 6/10: Ceiling Tile Clips installed. Ceiling Tiles Moving in Crew Chief Office & Adjacent Bathroom	Punch	Complete	06/08/22	Fleet	Working to Determine a Resolution / 4.19: Happens overnight and almost every day, need clips to secure tiles 5.23: Per B. Churchwell "still not addressed to our knowledge." Per P. Gunderson "Pending direction from Design Team."
62	Replacement of Multiple Damaged OH Door Panels due to Hail Event on October 10, 2021	Punch	~~WIP~~ Complete	06/03/22	Fleet	5.23: Per B. Churchwell "it is our understanding this is in the works." Will be complete by 5.31. Per P. Gunderson replacement panels received and are scheduled to be completed by 5/31/22. Copied from "Open items from Substantial Completion"
63	Replacement of (1) Damaged OH Door Panels due to damage during construction	Punch	~~WIP~~ Complete	06/03/22	Fleet	5.23: Per B. Churchwell "it is our understanding this is in the works." Will be complete by 5.31. Per P. Gunderson replacement panels received and are scheduled to be completed by 5/31/22. Copied from "Open items from Substantial Completion"
65	Replacement of Multiple Damaged OH Door Panels due to Hail Event on October 10, 2021	Punch	~~WIP~~ Complete	05/31/22	Parks	5.23: Per B. Churchwell "it is our understanding this is in the works." Will be complete by 5.31. Per P. Gunderson replacement panels received and are scheduled to be completed by 5/31/22. Copied from "Open items from Substantial Completion"
66	Replacement of (1) Damaged OH Door Panels due to damage during construction	Punch	~~WIP~~ Complete	05/31/22	Parks	5.23: Per B. Churchwell "it is our understanding this is in the works." Will be complete by 5.31. Per P. Gunderson replacement panels received and are scheduled to be completed by 5/31/22. Copied from "Open items from Substantial Completion"
68	Eye wash drain by Crew Chief's office	Punch	Complete	06/03/22	Fleet	4.19: Drains into bay instead of floor drain; provide fitting from current drain to floor drain. See image. 5.23: Per B. Churchwell that has still not been addressed. Per P. Gunderson Fintco was not aware of this issue. Will notify Orcutt to install fitting. 5.24: Flintco to address
69	Bay #6 Door on west side bay between Fleet and Parks, header trim is bent	Punch	Complete	06/10/22	Fleet	See image. 5.23: Per B. Churchwell that has still not been addressed. Per P. Gunderson Flintco can/will replace but will have to remove the entire overhead door to replace the trim piece. 5.24: Entire header to be removed to be fixed.

North Base Maintenance Complex: Punch and Warranty Log

	Description	Punch / Warranty	Status	Date Completed	Location	Notes
73	Update 6/10: Ram Products lift installer to be on site Thursday, 6/16, to move lift. Flintco to saw cut and replace concrete under lift once moved. Anticipated completion week of June 20th. Golf cart lift rocks when raised	Punch	WIP		Parks	4.21: Per Manufacturer's instruction, lift is not to be installed on seam or within 6 inches of seam, saw cut located right underneath base. Direct OSHA violation. 5.23: Per P. Gunderson Fintco was not aware of this issue. Flintco did operate the lift while onsite on 5/23/22 and the lift appeared to be operating (unloaded) without issue. Further, the bolting around the saw cuts appeared secured. Flintco will notify Ram Equipment of the current issues; however, needs to better understand what problems are occurring.
Total	**15**					

North Base Maintenance Complex: Punch and Warranty Log

5/26/2022

	Description	Punch / Warranty	Status	Date Completed	Location	Notes
25	Floor Drain in Bay #5 is High in Places	Warranty	~~Pending~~ Complete	~~17-Feb~~ 05/27/22	Fleet	4.19: Not complete. See image. *"They are still higher than the floor. Not only will this not drain but it is a trip hazard."* 5.23: Per B. Churchwell still not addressed 5.23:This was previously address/corrected as of 2/17/22. Fintco was not aware there were still issues, we reviewed this issue on 5/23/22 and did determine additional work to level the drain is required. This work is to be completed by EOW.
26	Floor Drain in Bay #1 Needs Additional Supports	Warranty	~~Pending~~ Complete	~~9-Feb~~ 05/27/22	Fleet	4.19: Not complete. See image. *"They are still higher than the floor. Not only will this not drain but it is a trip hazard. The grate that used to pop up in bay #1 when you stepped on it has been moved so it now sits on an appropriate brace. It is shorter than the rest of the grates, so we will need to keep an eye on this in the future when we remove them for cleaning. We will need to make sure they go back in the same order or we will have the same unsupported issue with the shorter grate."* 5.23: Per B. Churchwell still not addressed. Per P. Gunderson this was previously address/corrected as of 2/17/22. Fintco was not aware there were still issues, we reviewed this issue on 5/23/22 and did determine additional work to level the drain is required. This work is to be completed by EOW.
28	Update 6/10: Orcutt is scheduling a date to review with the equipment manufacture to confirm the system is operating correctly. Air Leak Over by the Oil Dispensing Pumps	Warranty	Pending	9-Feb	Fleet	Oil Room has constant humming sound. Something is leaking somewhere. Service tank is constantly humming. 5.23: Per B. Churchwell still not addressed 5.23: Per P. Gunderson This was completed as of 2/9/22. Orcutt further confirmed the hum on the air comes from air being vented from the diaphragm pumps. Flintco reviewed this issue again on 5/23/22 and confirm there was no air leaks the humming and air sound were coming from the air dryer. 5.24: Orcutt, Flintco and Brian to review together.
34	2nd Level Toilet Sensor is Not Working	Warranty	~~Pending~~ Complete	~~3-May~~ 06/06/22	Fleet	5.23: Per B. Churchwell the auto flusher was replaced with a manual handle that operates as expected. However, now we have a hole in the wall where the wiring for the sensor went through the tile. 5.23: Per P. Gunderson The 2nd floor toilet sensor was removed and replaced with a standard toilet handle as of 5/3/22 per the City of Norman's direction. Further Flintco verified all South end toilet sensors to be working as of 5/23/22. Flintco to touch up tile where toilet sensor on the 2nd floor was removed and replaced.
38	Update 6/10: Additional areas leaking being corrected as of 06/10/22. Let us know if it has any other issues. Multiple Water Leaks in Roof	Warranty	~~Pending~~ Possibly Complete	06/03/22	Fleet/Parks	Numerous leaks have been reported so far. Oklahoma Roofing has come out and has resealed roof penetrations. 5.23: Per T. Johnson "Please be aware that there still appears to be a leak outside of the dispatch room (it is not discoloring the tile just yet but we can hear it) and there is a faint ring outside my office in the spot we have had trouble with (above the hand sanitizer). There are also leaks in Bay 5, Bay 8, and the Wash Bay." 5.24: Simple saver falling in ceiling due to leaks. Parks leaks lessening, a couple new have occured. Flintco to check.
45	Multiple Continued Overhead Door Issues	Warranty	~~Pending~~ Complete	05/27/22	Fleet/Parks	5.23: Per B. Churchwell there are still issues with track alignment on door #2, door #6 and the west cleaning bay door. Aligning doors on 5.24. 5.23: Per P. Gunderson Fleet issues complete as of 5/13/22, Parks was verified to be complete as of 5/23/22.
49	Continued HM Door Issues	Warranty	~~Pending~~ Complete	05/28/22	Fleet/Parks	4.19: Front door at Parks and Transit can see daylight when closed. 5.23: Per B. Churchwell still not addressed. Per P. Gunderson this was previously address/corrected at Parks, Flintco added additional sills to remove daylight as of 4/6/22. Fintco was not aware there were still issues, we reviewed this issue on 5/23/22 and did determine additional work to seal the gaps on both entry doors. This work is to be completed by EOW. 5.24: Flintco to address
59	Glazing at Overhead Doors are Leaking	Warranty	WIP		Fleet/Parks	5.23: Per B. Churchwell "still not addressed to our knowledge" 5.24: Flintco is addressing, resolution being worked on by ODG.
71	All countertops scratching (esp. men's bathroom)	Warranty			Fleet	4.19: Solid surface should not scratch like that, material failure. See images. 5.23: Per B. Churchwell this is still a concern. Per P. Gunderson Fintco was not aware of this issue. Will notify Alpha Omega.
72	Main entrance gate (off Davinci), 12 inch gap between gates when closed	Warranty	Complete	06/07/22	Site	5.23: Per B. Churchwell that has still not been addressed 5.24: Flintco was not aware of this issue and will address with American Fencing.
79	Heat shield not fastened, rattles when on. Multiple instances throughout	Warranty	Complete	06/03/22	Parks	5.24: Orcutt to take a look at brackets

Update 6/10: Pending resolution from OGD.

Update 6/10: Email sent on 6/7, pending direction from Owner.

North Base Maintenance Complex: Punch and Warranty Log

5/26/2022

	Description	Punch / Warranty	Status	Date Completed	Location	Notes
80	Door #4 (Man Door by Bay) and Front Door does not latch or lock.	Warranty	~~Pending~~ Complete	06/03/22	Parks	5.23: Per P. Gunderson The door hardware that was damaged was supplied by Convergent and was damaged due to the end user; however, Flincto repaired on 5/10/22. Fintco was not aware there were still issues, we reviewed this issue on 5/23/22 and did determine additional work on the entry door. This work is to be completed by EOW. 5.24: Door #4 complete, Front Door in progress
85	Site debris	Warranty	~~WIP~~ Complete	06/03/22	Site	5.9: "a bit of construction debris (piles of dirt and what not), some holes and/or low spots (too low for a mower to cut) and numerous rocks and extremely rough spots." Needs to be a final clean up for site to be more user friendly.' 5.23: Debris still present. Per P. Gunderson Greenshade is schedule to address the low spots and clean up debris this week (weather permitting).
86	Note: Could find any other issues when checked on 5/27/22. Let us know if it has any other issues. Water under flooring in Rooms 101 and 102	Warranty	~~Pending~~ Complete	05/27/22	Fleet	5.9.22: "There seems to be water under the flooring my office, at least where my chair mat goes... there was enough to leave a trail... there is also some water appeared to be bubbling up from the creases between and at the corner of some tiles. In addition, it appears the flooring has been permanently discolored (has a bluish hue to it rather than just a black and grey color) by water sitting between it and the mat for so long." 5.23: Per B. Churchwell "water stil present under floor on occasion." Per P. Gunderson Flintco had personnel onsite last week to review the area in which water was intruding; however, after testing both the roof and exterior walls was unable to determine or replicate the water intrusion. If this problem occurs again Flintco will address.
88	Note: This was corrected when checked on 5/27/22. Let us know if it has any other issues. Condensation Line Dripping in Fleet IT Closet	Warranty	~~Pending~~ Complete	~~19-May~~ 05/27/22	Fleet	5.13.22: The condensation line in the IT closet has been dripping for weeks and has gotten worse as it got hotter. Chris kept saying that Orcutt would fix it, Orcutt would say they did, and then it would drip. This issue came to a head 2 days ago when there was a puddle on the floor of the IT closet. Supposedly Orcutt came out yesterday and did some work, but it is still dripping. Chris said he was aware. Unfortunately, the large puddle near the door has resulted in water being under the flooring in the hallway near that door. See images. 5.23: This is still a concern. If issue persists, let Flintco know. P. Gunderson says item complete as of 5/19.
89	Note: This was corrected when checked on 6/3/22. Let us know if it has any other issues. Room 102 Thermostat tripping	Warranty	~~WIP~~ Complete	~~———~~ 06/03/22	Fleet	5.17.22: It appears that at least once a day that my HVAC system trips or resets. I will notice it is getting warmer in my office and I look over at the thermostat and the On/Off button is blinking. I then go over and turn it off and then on, at which time it starts working as intended again." 5.23: Per B. Churchwell this is still a concern. Per P. Gunderson Flintco has notified Orcutt of this issue multiple times and is working with Orcutt to repair this week.
90	Eye wash station signage not present anywhere in the facility	Warranty	WIP		Fleet	5.24: Flintco to install eye wash station signage.
91	West door leading from shop to admin area will not lock with a key	Warranty	Complete	05/27/22	Fleet	5.24: Very west door coming from shop to break room, can use internal lock but can't use key. Brian to share door number.
92	Topsoil at front of facilities not level. Makes it very rough on operator and equipment and hard to mow grass evenly	Warranty	Complete	05/27/22	Fleet	5.24: Ties to "Site debris" line item
93	Ceiling insulation in shop area at bay #8 coming un-taped and falling down	Warranty	Complete	06/03/22	Fleet	5.24: Tied to leaks, Fleet to share instances with Flintco
94	Fence gate will not open with power loss	Warranty	WIP		Site	Convergint and American Fence to work together on a solution
Total	**21**					

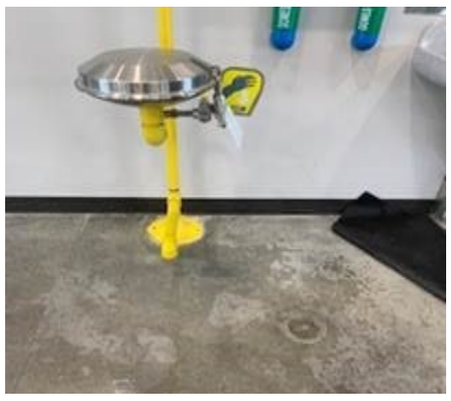
Note: This was working when checked on 5/27/22. Let us know if it has any other issues.

Update 6/10: Email sent on 6/6, pending direction from Owner.

Update 6/10: Orcutt is working to procure required signage.

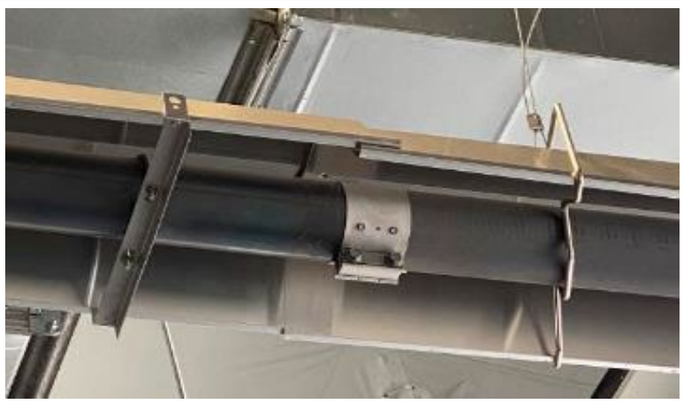
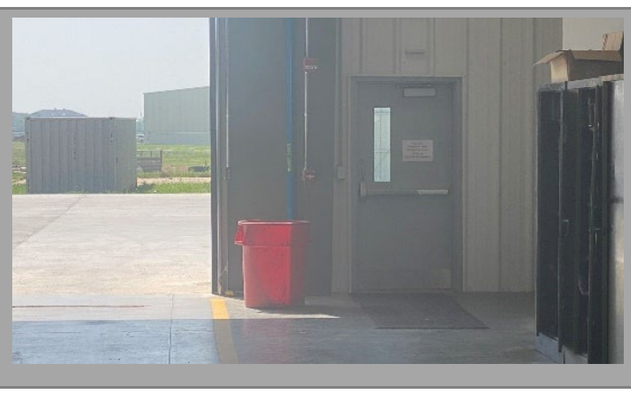
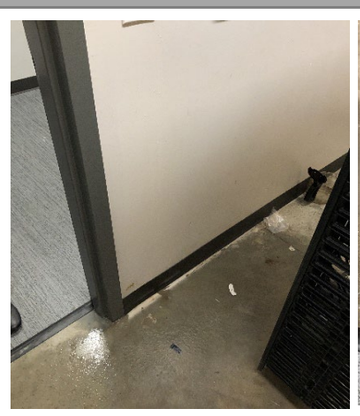
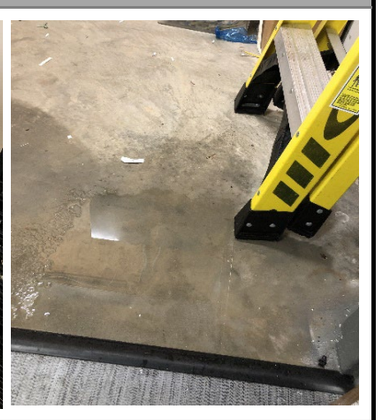
North Base Maintenance Complex: Punch and Warranty Images

5/26/2022

	Description	Notes	Images
25	Floor Drain in Bay #5 is High in Places	4.19: Not complete. See image. "They are still higher than the floor. Not only will this not drain but it is a trip hazard." 5.23: Per B. Churchwell still not addressed 5.23:This was previously address/corrected as of 2/17/22. Fintco was not aware there were still issues, we reviewed this issue on 5/23/22 and did determine additional work to level the drain is required. This work is to be completed by EOW.	
26	Floor Drain in Bay #1 Needs Additional Supports	4.19: Not complete. See image. "They are still higher than the floor. Not only will this not drain but it is a trip hazard. The grate that used to pop up in bay #1 when you stepped on it has been moved so it now sits on an appropriate brace. It is shorter than the rest of the grates, so we will need to keep an eye on this in the future when we remove them for cleaning. We will need to make sure they go back in the same order or we will have the same unsupported issue with the shorter grate." 5.23: Per B. Churchwell still not addressed. Per P. Gunderson this was previously address/corrected as of 2/17/22. Fintco was not aware there were still issues, we reviewed this issue on 5/23/22 and did determine additional work to level the drain is required. This work is to be completed by EOW.	 
29	Low Area Off Of DaVinici	4.20: Not complete. Area is not draining, standing water present all the time 5.23: Per B. Churchwell that has still not been addressed. Per P. Gunderston This was previously address/corrected as of 5/9/22. Fintco was not aware there were still issues, we reviewed this issue on 5/23/22 and did determine additional work to help drain the area. Flintco will coordinate with Greenshade to provide more positive drainage. This work is to be completed by EOW (weather permitting). 5.24: Greenshade to regrade, H&H to add grate	
51	Damaged Irrigation Valve Box	4.20: Still damaged, "grade is also off. Tree is in sitting water all the time." **COMPLETE**	 
58	Multiple MAU Issues Blowing Different Temps	Pending Test Unit / 4.20: Seems to be missing hardware on units and not sealed properly to ductwork. 5.23: Per B. Churchwell "MAU operation cannot be validated with the current temperatures". Per P. Gunderson Areas missing hardware were corrected as of 4/22/22. “Test Blender” installed as 5/23/22. Flintco was able to physically verify (i.e. standing in front of the vents) while onsite while the “Test Blender” appeared to slightly increase the temperature of the duct blowing cold air the air was still significantly cooler than the side blowing the heated air. Flintco request direction from Owner/Design Team on how to proceed forward. 5.24: Proposed solution ineffective. Back to drawing board for alternate solutions. ACI to review and ES2 is taking readings to analyze.	   
68	Eye wash drain by Crew Chief's office	4.19: Drains into bay instead of floor drain; provide fitting from current drain to floor drain. See image. 5.23: Per B. Churchwell that has still not been addressed. Per P. Gunderson Fintco was not aware of this issue. Will notify Orcutt to install fitting. 5.24: Flintco to address	

North Base Maintenance Complex: Punch and Warranty Images

5/26/2022

	Description	Notes	Images
69	Bay #6 Door on west side bay between Fleet and Parks, header trim is bent		
71	All countertops scratching (esp. men's bathroom)	4.19: Solid surface should not scratch like that, material failure. See images. 5.23: Per B. Churchwell this is still a concern. Per P. Gunderson Fintco was not aware of this issue. Will notify Alpha Omega.	 
77	"Steps" to electrical boxes are blocking path of egress	4.21: M. Segroves to confirm proper clearances and means of accessing boxes with EE. Should have at least 36 inches clearance. **COMPLETE**	
79	Heat shield not fastened, rattles when on. Multiple instances throughout	5.24: Orcutt to take a look at brackets	
80	Door #4 (Man Door by Bay) and Front Door does not latch or lock.	5.23: Per P. Gunderson The door hardware that was damaged was supplied by Convergent and was damaged due to the end user; however, Flincto repaired on 5/10/22. Fintco was not aware there were still issues, we reviewed this issue on 5/23/22 and did determine additional work on the entry door. This work is to be completed by EOW. 5.24: Door #4 complete, Front Door in progress	
87	Broken door at Parks	5.9.22: The far southwest overhead door will not close and does not have a manual pull leaving our shop open and unsecured. **COMPLETE**	
88	Condensation Line Dripping in Fleet IT Closet	5.13.22: The condensation line in the IT closet has been dripping for weeks and has gotten worse as it got hotter. Chris kept saying that Orcutt would fix it, Orcutt would say they did, and then it would drip. This issue came to a head 2 days ago when there was a puddle on the floor of the IT closet. Supposedly Orcutt came out yesterday and did some work, but it is still dripping. Chris said he was aware. Unfortunately, the large puddle near the door has resulted in water being under the flooring in the hallway near that door. 5.23: This is still a concern. If issue persists, let Flintco know. P. Gunderson says item complete as of 5/19.	 

DOCUMENT 00 50 00

CONTRACT

Contract K-2021-35

THIS CONTRACT made and entered into this 13th day of October, 2020, by and between FLINTCO, LLC as Party of the First Part, hereinafter designated as the Contractor, and The City of Norman, a municipal corporation, and the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary ("Authority"), hereinafter designated as the Owner, Party of the Second Part.

WITNESSETH

WHEREAS, the Owner 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 project:

NORTH BASE COMPLEX
PHASE 1

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 Owner on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the Owner, 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 have submitted the lowest responsible bid that is most advantageous to the Owner on the above-prepared project, and has duly awarded this Contract to said Contractor, for the sum named in the proposal, to wit: EIGHT MILLION, SIX HUNDRED AND FORTY-EIGHT THOUSAND DOLLARS AND NO/100 ($8,648,000.00);

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this Contract have agreed, and hereby agree, as follows:

GENERAL PROVISIONS

SECTION I - DEFINITIONS

A. Definitions. When used herein, the terms below shall have the following definitions:

1. "The Consultant" shall mean the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Consultant" means the Consultant or the Consultant's authorized representative. For this Project, the Consultant is PDG, LLC.

2. "The Contract Documents" shall mean the Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the General Provisions/Conditions in the Front End Document of the City of Norman, Addenda issued prior to execution of the Contract, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, this agreement between the Owner and the Contractor (hereinafter called "the Contract"), other documents listed in the Contract, and any Change Orders or Contract Amendments issued after execution of the Contract.

3. "The Contract Time" is the period of time, including authorized adjustments by Change Order, allotted in the Contract Documents for Substantial Completion of Work.

4. "Critical Path" shall mean the sequential construction tasks (each of a particular duration) that results in the least amount of time required to complete a project.

5. "The Date of Commencement" shall mean the date established in the Notice to Proceed. The date shall not be postponed by the failure of the acts of the Contractor or of persons or entities for whom the Contractor is responsible.

6. "The Date of Substantial Completion" shall mean the date certified by the Consultant and approved by the Owner in accordance with Section IX(G).

7. "The Drawings" shall mean the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, and includes plans, elevations, sections, details, schedules, diagrams and drawing notes.

8. "The Project" shall mean the total construction of which the Work performed under the Contract Drawings and may be the whole or a part and include construction by the Owner or by separate contractors.

9. "The Specifications" shall mean those documents located in the Project Manual and are that portion of the Contract Documents consisting of the written requirements for materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services. Where there is a discrepancy between the Drawings and the Specifications, the Specifications will take precedence. Such discrepancies shall be brought to the attention of the Consultant before execution of any work related to the discrepancies.

10. "A Subcontractor" is a person or entity who has a direct contract with the Contractor to perform a portion of the Work on the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.

11. "Substantial Completion" shall mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.

12. "A Sub-subcontractor" is a person or entity who has a direct or indirect contract with a Subcontractor to perform a portion of the Work at the site. The term "Sub-subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Sub-subcontractor or an authorized representative of the Sub-subcontractor.

13. "The Work" shall mean the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

B. Execution, Correlation and Intent.

1.) The Contract Documents shall be executed by authorized representatives of the Owner and the Contractor.

2.) Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.

3.) The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are

complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents are reasonably inferable from them as being necessary to produce the intended results.

4.) Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

5.) Unless otherwise stated in the Contract Documents, words which have well known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

C. Ownership and Use of Drawings, Specifications and Other Documents.

1. The Drawings, Specifications and other documents prepared by the Consultant are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Consultant. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents appropriate to and for use in the execution of their Work under the Contract Documents.

2. The Contractor shall provide all copies of the Drawings and Project Manuals required to complete the Work. The Owner will provide an electronic copy of the documents to the reproduction company for printing purposes.

SECTION II – THE OWNER

A. Owner's Right to Alter Specifications. The Owner may make such changes in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract.

B. Owner's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section XII(B) or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section VI(A).

C. Owner's Right to Carry Out the Work. If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change

Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such payments, the Contractor shall pay the difference to the Owner.

D. Owner's Right to Reject Work. The Owner shall have the authority to reject Work which does not conform to the Contract Documents.

E. Owner's Right to Approve Payment Applications. The Owner shall have the right to review, evaluate and approve or reject Applications for Payment and Certificates for Payment.

SECTION III – THE CONTRACTOR

A. Review of Contract Documents and Field Conditions.

1. The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Consultant or Owner any errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Consultant or Owner. The Contractor shall do all work as provided in the Contract Documents and shall do such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.

2. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities. Errors, inconsistencies or omissions discovered shall be reported to the Consultant before proceeding with the work.

B. Supervision and Construction Procedures.

1. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.

2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.

3. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.

4. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

C. Labor and Materials.

1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities,

transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.

2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

D. Warranty. The Contractor warrants to the Owner and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If required by the Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

E. Taxes. The Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work or any portions thereof, (unless the project is declared Tax Exempt by the Owner.)

F. Permits, Fees and Notices.

1. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits, fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when Bids are received. Building permits from local municipalities are required for Work.

2. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.

3. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes or other applicable rules and regulations, the Contractor shall promptly notify the Consultant and Owner in writing, and necessary changes shall be accomplished by appropriate Change Order.

4. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and Owner, the Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such work.

G. Allowances.

1. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.

2. Unless otherwise provided in the Contract Documents:
   a. Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work.
   b. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.
   c. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.
   d. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

H. Superintendent and Other Workers. The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Contractor shall submit the name and experience qualifications of the proposed superintendents to the Owner for approval. The Consultant may demand the dismissal of any person or persons employed by the Contractor, in, about, or on the work, who shall misconduct himself or be incompetent or negligent in the proper performance of his or her duties or neglect or refuse to comply with the directions of the Consultant, and such persons shall not be employed again thereon without the written consent of the Consultant. Should the Contractor continue to employ or again employ such person or persons without the written consent of the Consultant, then the Consultant may withhold all progress payments which are, or may become due, or may suspend the work until compliance of such orders. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.

I. Work Day: Work shall be done only during regular and commonly accepted and prescribed working hours Monday through Friday. No Work shall be done nights, Saturdays, Sundays, or legal holidays, as recognized by the City of Norman, unless the Contractor submits a written request to the Owner which requests working outside of regular working hours, or on Saturdays, Sundays, or legal holidays. The Owner will respond to each of these requests, individually. Eight (8) hours shall constitute a day's work and the Contractor shall observe all State laws and City ordinances governing hours of work.

J. Contractor's Construction Schedules.

1. Prior to the Notice to Proceed being issued, the Contractor shall prepare and submit for the Owner's and Consultant's information a "90 Day Construction Schedule" which shall be used to monitor the progress of the Work during the first ninety (90) calendar days of the Contract. During this ninety day period, the Contractor shall prepare and submit the "Critical Path Construction Schedule" for the entire project, including the "90 day Project Schedule", which shall be used to monitor the remainder of the Work. The overall duration of the "Construction Schedule" shall coincide with and shall not exceed the time limits specified in the Contract Documents. During construction, if the progress of the Work does not meet the "Construction Schedule" the Contractor shall revise and resubmit the schedule for the delayed activities within 21 days of any delayed activity. Resubmitted schedules shall indicate the revised times for each activity and shall not exceed the time limits specified in the Contract Documents and any approved Change Orders. Failure to resubmit the delayed activity or maintain a current "Construction Schedule" shall be considered a breach of the Contract.

2. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Consultant.

3. Failure of the Contractor to construct the Work in accordance with the "90 Day Construction Schedule" or the "Construction Schedule" shall be considered a substantial breach of the Contract Documents and the Owner may terminate the Contract in accordance with Section 14.2. All "Float" time in the "Construction Schedule" shall be available to the Owner for the Owner's use.

4. The Contractor shall prepare and keep current, for the Consultant's approval, a schedule of submittals which is coordinated with the Contractor's "Construction Schedule" and allows the Consultant reasonable time to review submittals.

K. Documents and Samples at the Site

1. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Contract Documents, in good order and marked currently to record changes and selections made during construction and, in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the Owner

upon completion of the Work.

2. Additionally, the Contractor shall maintain at the site the Drawings that have been stamped and approved by the Norman Fire Marshal. This approved set of Drawings is only for the use of the Norman Fire Marshal's office.

L. Shop Drawings, Product Data and Samples.

1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.

2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.

3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.

4. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Consultant is subject to the limitations of Section IV(A)(7).

5. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or in the activities of the Owner or of separate Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

6. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Consultant. Such Work shall be in accordance with approved submittals.

7. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.

8. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.

9. The Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals.

10. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.

11. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.

M. Use of Site. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents.

N. Cutting and Patching

1. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.

2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor shall not cut or otherwise alter such construction by the Owner or a separate Contractor except with written consent of the Owner and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

O. Cleaning Up.

1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project site, all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.

2. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

P. Access to Work. The Contractor shall provide the Owner and Consultant access to the Work in preparation and progress wherever located.

Q. Royalties and Patents. The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Consultant harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant.

R. Indemnification.

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Consultant, Consultant's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person described in this Section III, R.

2. In claims against any person or entity indemnified under this Section III, R., by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable, the indemnification obligation under this Section III, R., shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under Oklahoma's workers' compensation laws.

SECTION IV. CONTRACT ADMINISTRATION

A. Consultant's Administration of the Contract.

1. The Consultant will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Section XII(B). The Consultant will advise and consult with the Owner. The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.

2. The Consultant and sub-consultants will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Consultant will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of onsite observations as an Architect or Engineer, the Consultant will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.

3. The Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Section III(B). The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.

4. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Consultant and copy the Program Manager. Communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.

5. Based on the Consultant's observations and evaluations of the Contractor's Applications for Payment, the Consultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

6. The Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with Section XIII(H) whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.

7. The Consultant will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other

details such as dimensions and quantities (which shall be measured according to the United States Standards Measurement at the point of delivery) or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections III(B, D and K). The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

8. When modifications to the Contract or Contract Documents are being requested, the Contractor shall prepare and submit a Change Order to the Consultant. The Work described in the approved Change Order may be started by the Contractor upon receipt of the approved "Change Order".

9. The Consultant will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.

10. If the Owner and Consultant agree, the Consultant will provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site. The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

11. The Consultant will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Consultant's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with this Section IV(A), then delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 15 days after written request is made for them.

12. Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

B. Claims and Disputes.

1. Definition. A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by submitting a Change Order .

2. Decision of Consultant. Claims, including those alleging an error or omission by the Consultant, shall be referred initially to the Consultant for action as provided in Section IV(C). A decision by the Consultant, as provided in Section IV(C)(4) shall be required as a condition precedent to consideration by the Owner.

3. Time Limits on Claims. Claims must be made within 24 hours after occurrence of the event giving rise to such Claim or within 24 hours after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.

4. Continuing Contract Performance. Pending final resolution of a Claim, including protest, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make monthly progress payments in accordance with the Contract Documents.

5. Waiver of Claims: Final Payment. The making of final payment shall constitute a waiver of Claims except those arising from:
   a. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

   b. failure of the Work to comply with the requirements of the Contract Documents; or

   c. terms of special warranties required by the Contract Documents.

6. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the Contractor shall be given to the Consultant and Owner promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The failure by the Contractor to give such written notice of the discovered concealed or unknown condition prior to executing any additional Work shall constitute a waiver of any claim for additional compensation or time extension. Upon receipt of a written notice, the Consultant will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. Any change in the Contract Sum or Contract Time shall only be made by the execution of a Change Order. If the Consultant determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within 21 days after the Consultant has given notice of the decision.

7. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section (X)(B). If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Consultant, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Consultant, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum shall only be made by the execution of a Change Order.

8. Claims for Additional Time
   a. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include a description of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Any change in the Contract Time shall only be made by the execution of a Change Order.

   b. Consultant and Authority must be notified of all potential claims for additional days that exceed the work days as indicated in the Authority of Norman Office of the Purchasing Division, Invitation to Bid No. 2021-22 and the Contract Documents thereof, within (24) hours of the occurrence of the claim, in writing, with documentation from the National Oceanic & Atmospheric Administration (NOAA)

Norman/Max Westheimer site at (http://w1.weather.gov/data/obhistory/KOUN.html). Other sources must be submitted to the Consultant and Owner, the Authority of Norman, for approval prior to use.

c. All claims for additional time due to adverse weather conditions, e.g. the requirement of rainfall at the construction site in excess of 0.5 inches, within (8) hours of the next working day, or a minimum of 0.5 inches of rain at the beginning of work occurring on the Critical Path Schedule planned for that day, or during the work day, with evidence substantiating the resultant loss of working time on the Critical Path Schedule, shall be submitted as stated previously, and reviewed and approved or rejected by the Consultant with the monthly payment application.

d. Claims for weather conditions and lost work days shall be recorded daily by the Contractor as required by Section IV(B)(8)(b) and submitted to the Consultant with the monthly payment applications, along with an updated construction schedule. A Change Order shall be executed and signed by all parties for all valid claims in order to add time to the original Contract Time as indicated in the Contract Documents.

e. Weather conditions and lost work days shall be recorded daily by the Contractor and submitted to the Consultant with the monthly payment applications.

9. Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Section IV(B)(7) or (8).

C. Resolution of Claims and Disputes

1. The Consultant will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) reject the Claim in whole or in part, stating reasons for rejection, (3) recommend approval of the Claim by the Owner or (4) suggest a compromise. The Consultant may also, but is not obligated to notify the surety, if any, of the nature and amount of the Claim.

2. If a Claim has been resolved, the Consultant will prepare or obtain appropriate documentation.

3. If a Claim has not been resolved, the Contractor shall, within ten days after the Consultant's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Consultant, (2) modify the initial Claim or (3) notify the Consultant that the initial Claim stands.

4. If a Claim has not been resolved after consideration of the foregoing and of further evidence presented to the Owner by the Consultant or Contractor, the Owner will notify the Consultant and Contractor in writing that the Owner's decision will be made within seven days. Upon expiration of such time period, the Owner will render to the parties the Owner's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Owner may, but is not obligated to, notify the surety and request the surety's assistance in resolving the controversy.

5. The Contractor may appeal the Owner's decision by submitting written notice of a protest to the Consultant within ten (10) days of receiving the Owner's decision as described in Section IV(C)(4) above.

SECTION V. SUBCONTRACTORS

A. Award of Subcontracts and Other Contracts for Portions of the Work.

1. The Contractor, within seven (7) days of issuance of the Notice to Proceed, shall furnish in writing to the Owner, through the Consultant, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Consultant will promptly reply to the Contractor in writing stating whether or not the Owner or the Consultant, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Consultant to reply promptly shall constitute notice of no reasonable objection.

2. The Contractor shall not contract with a proposed person or entity to whom the Owner or Consultant has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

3. If the Owner or Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Consultant has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.

4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Consultant makes reasonable objection to such change.

B. Sub-Contractual Relations. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.

C. Nothing herein should be construed to relieve the Contractor from its responsibility for the Work. The Contractor, shall at all times, when work is in operation, be represented either in person or by a qualified superintendent or other designated representative.

SECTION VI. CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

A. Owner's Right to Perform Construction and to Award Separate Contracts.

1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of

subrogation. If the Contractor claims that delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

2. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

B. Mutual Responsibility

1. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.

2. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.

3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.

4. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section X(A)(7).

C. Owners' Right to Clean Up. If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section III(N), the Owner may clean up and allocate the cost among those responsible as the Consultant determines to be just.

SECTION VII. CHANGES IN THE WORK

A. Changes.

1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or order for a minor change in the Work, subject to the limitations stated in this Section VII and elsewhere in the Contract Documents.

2. A Change Order shall be based upon agreement among the Owner, Contractor and Consultant and an order for a minor change in the Work may be issued by the Consultant alone.

3. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order.

B. Change Orders.

1. A Change Order, Form G701, is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant, stating their agreement upon all of the following:

a. a change in the Work;

b. the amount of the adjustment in the Contract Sum, if any; and
c. the extent of the adjustment in the Contract Time, if any.

2. The cost or credit to the Owner resulting from a change in the work shall be determined by the Contractor completing a Change Order which requires a listing of:

   a. All materials with the cost per item;
   b. all labor with the number and cost of hours; and
   c. all equipment used with an hourly cost.

3. The Contractor must include a breakdown of costs for each Subcontractor similar to the requirements in Section VII(B)(2).

C. Minor Changes in the Work. The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

SECTION VIII. TIME

A. Progress and Completion.

1. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.

2. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the date of commencement as established by the Notice to Proceed issued by the Owner.

3. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

B. Work Day: Work shall be done only during regular and commonly accepted and prescribed working hours Monday through Friday. No Work shall be done nights, Saturdays, Sundays, or legal holidays, as recognized by the City of Norman, unless the Contractor submits a written request to the Owner which requests working outside of regular working hours, or on Saturdays, Sundays, or legal holidays. The Owner will respond to each of these requests, individually. Eight (8) hours shall constitute a day's work and the Contractor shall observe all State laws and City ordinances governing hours of work.

C. Delays and Extensions of Time.

1. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Consultant, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending hearing results, or by other causes which the Consultant determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Consultant and Owner may determine.

2. Claims relating to time shall be made in accordance with applicable provisions of Section IV(B).

3. An extension of the Contract Time is the sole and exclusive remedy available to the Contractor, in the event of delays described in Section 8(B). In no event, and under no circumstances, shall the Contract Sum be increased, nor shall the Contractor claim, recover or receive payment for any delay to the Project, whether or not such delayed event is in the critical path of the construction schedule.

D. Failure to Complete Work on Time.

1. Time is of the essence. The Parties stipulate that the damage for failure to complete the project within the designated Contract Time is **$500** per day. For each working day that exceeds the Contract Time, **$500** per day will be deducted from the monies due the Contractor. Also, for each working day that exceeds the amount of time designated for correction of the Punch List, after Substantial Completion, $500 per day will be deducted from the monies due the Contractor.

SECTION IX. PAYMENTS AND COMPLETION

A. Contract Sum. The Contract Sum is $8,648,000.00 and, including authorized adjustments, is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum shall only be changed by a Change Order.

B. Schedule of Values. Before the first Application for Payment is submitted, the Contractor shall submit to the Consultant and Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant and Owner may require. Each value indicated on the Schedule of Values shall be the exact amount of each subcontract or portion of the Work it represents. This schedule, unless objected to by the Consultant or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.

C. Applications for Payment.

1. At least ten days before the date established for each progress payment, the Contractor shall submit to the Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Consultant may require, such as copies of requisitions from Subcontractors and material suppliers.

2. The period covered by each Application for Payment shall be one calendar month ending the last day of the month.

3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.

4. Five percent (5%) of all partial payments made shall be withheld as retainage.

5. All payment applications must be accompanied by the affidavits provided with the Contract Documents.

6. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.

7. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location properly bonded or insured as a warehouse for materials and equipment stored
on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. All stored materials shall be protected from weather conditions by properly secured methods. The Owner shall not pay for stored materials that are not properly protected.

8. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously

issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

D. Certificates for Payment.

1. The Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and Owner in writing of the Consultant's reasons for withholding certification in whole or in part as provided in Section IX(E)(1). The Owner shall have the right to review and approve the Certificates for Payment.

2. The issuance of a Certificate for Payment will constitute a representation by the Consultant to the Owner, based on the Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The amount indicated in the Certificate of Payment shall be computed as follows:

a. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedules of values, less retainage of five percent (5%).

b. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%).

c. Subtract the aggregate of previous payments made by the Owner; and

d. Subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided for herein.

E. Decisions to Withhold Certification.

1. The Consultant or Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Consultant's opinion the representations to the Owner required by Section (IX)(D)(2) cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the Owner. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the Owner from loss because of:

a. defective Work not remedied;
b. third party claims filed or reasonable evidence indicating probable filing of such claims;
c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
d. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
e. damage to the Owner or another Contractor;
f. reasonable evidence that the Work will not be completed within the Contract Time, and

that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or

g. persistent failure to carry out the Work in accordance with the Contract Documents.

2. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

F. Progress Payments.

1. After the Consultant has issued a Certificate for Payment, the Owner shall review for approval and make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Consultant.

2. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to Sub-subcontractors in similar manner.

3. The Consultant will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Consultant and Owner on account of portions of the Work done by such Subcontractor.

4. Neither the Owner nor Consultant shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law

5. Payment to material suppliers shall be treated in a manner similar to that provided in Section IX(F)(2), (3) and (4).

6. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.

7. Should the project extend beyond the Contract Time, progress payments shall continue including approved Change Orders. Progress payments made after the Contract Time will be reduced by any applicable disincentives provided herein.

G. Substantial Completion.

1. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and submit to the Consultant a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include all items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Consultant will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Consultant's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Consultant. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the Punch List accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of

Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

2. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Consultant, the Owner shall make payment, reflecting adjustment for retainage for such Work or portion thereof as provided in the Contract Documents.

H. Partial Occupancy or Use.

1. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is authorized by the Owner. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, Retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Consultant as provided under Section IX(G)(1). Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Consultant.

2. Immediately prior to such partial occupancy or use, the Owner, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.

3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

I. Final Completion and Final Payment.

1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, when the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Consultant's final Certificate for Payment will constitute a further representation that conditions listed in Section (IX)(I)(2) as precedent to the Contractor's being entitled to final payment have been fulfilled.

2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.

3. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Section IV(B)(5).

4. When the Contract Time has been exceeded, including approved Change Orders, and claims for additional compensation are submitted by Consultants for extended services that are made necessary solely by the delay of the Contractor, the Owner shall deduct the amount of the claims from the final payment to the Contractor.

SECTION X. PROTECTION OF PERSONS AND PROPERTY

A. Safety of Persons and Property.

1. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

   a. employees on the Work and other persons who may be affected thereby.
   b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
   c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.

2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.

3. The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements driveways, sidewalk, etc. to all water, sewer, gas or electric lines or appurtenance thereof and to all other public or private property along or adjacent to the work.

4. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.

5. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by Consultant, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.

6. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.

7. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Section IX(A)(1) caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Section IX(A), except damage or loss attributable to acts or omissions of the Owner or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section III(Q).

8. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Consultant.

9. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.

B. Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional

compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section IV(B) and Section VII.

SECTION XI. INSURANCE AND BONDS

A. Contractor's Liability Insurance

1. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Oklahoma such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:

    a. claims under worker compensation;
    b. claims involving contractual liability insurance;
    c. liability insurance required by 61 O.S. §113 in an amount not less than $25,000 for any claim of loss of property arising out of a single act, $125,000 for any claim of injuries, including accidental death; and $1,000,000 for any number of claims arising out of a single accident; and
    d. builder's risk insurance

2. The insurance required by Section XI(A)(1) shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final acceptance by the Owner.

3. Certificates of Insurance acceptable to the Owner shall be filed with the Owner with the executed Contract. These Certificates and the insurance policies required by this Section XI(A) shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

B. Performance Bond, Maintenance Bond and Statutory Bond

1. The Contractor is required to have three bonds for Contracts with the Authority exceeding Fifty Thousand Dollars ($50,000.00):

    a. Performance Bond for 100% of the value of the Contract to insure completion of the Work.
    b. Maintenance Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and
    c. Statutory Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.

2. All bonds shall be on the forms prescribed and issued by the Owner. All bond submittals shall contain all terms and conditions of the bonds or applicable to the bonds.

3. Irrevocable Letters of Credit may be used as a substitute for the bonds required in (B)(2) above. The Letters must be on the forms prescribed and provided by the Owner and issued by a financial institution insured by Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.

4. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor or the Owner shall promptly furnish a copy of the bonds or of letters of credit or shall permit a copy to be made.

SECTION XII. UNCOVERING AND CORRECTION OF WORK

A. Uncovering of Work.

1. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.

2. If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to its being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

B. Correction of Work.

1. The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional
testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.

2. If, within one year after the date of Final Completion of the Work or after the date for commencement of warranties established under Section IX(G)(1), or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation under this Section XII(B)(2) shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.

3. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.

4. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section II(C). If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.

6. Nothing contained in this Section XII(B) shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

SECTION XIII. MISCELLANEOUS PROVISIONS

A. Governing Law. The Contract shall be governed by Oklahoma law.

B. Successors and Assigns. The Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or any portion thereof without written consent of the Owner. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.

C. Written Notice. Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.

D. Rights and Remedies.

1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.

2. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.

3. Contractor's Claim for Damages. Should the Contractor claim compensation for any alleged damage by reasons of the acts or omissions of the Owner, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Consultant setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Consultant an itemized statement of the details and amount of such damage and upon request give the consultant access to all books of accounts, receipts, vouchers, bills of lading and other books or papers containing any evidence as to the amount of such damage. Unless such statement shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

E. Tests and Inspections.

1. Tests, inspections and approvals of portions of the Work required by the Contract Documents shall be made at appropriate times as specified. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratory under separate contract with the Owner. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear costs of tests, inspections or approvals.

2. If the Consultant or Owner determine that portions of the Work require additional testing, inspection or approval not included under Section XIII(H)(1), the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear such costs except as provided in Section XIII(H)(3).

3. If such procedures for testing, inspection or approval under Section XIII(H)(1) and (2) reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses.

4. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant.

5. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.

6. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

F. Audits and Records: As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting this contract, the Contractor agrees any pertinent entity will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

G. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/e-verify.

H. Americans with Disabilities Act of 1990 ("ADA") (42 U.S.C. 12101). As a public entity, the City may only contract with other entities which comply with the ADA. Contractors, by signing the bid documents and entering into a contract with the City of Norman, signify that they are aware of and comply with the requirements of the ADA. Failure to be in compliance with the ADA may require cancellation of a contract.

SECTION XIV. TERMINATION OR SUSPENSION OF THE CONTRACT

A. Termination by the Contractor.

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:

    a. issuance of an order of a court or other public authority having jurisdiction;
    b. an act of government, such as a declaration of national emergency, making material unavailable; or
    c. If repeated suspensions, delays or interruptions by the Owner as described in Section XIV(C) constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.

2. If one of the above reasons exists, the Contractor may, upon seven additional days written notice to the Owner and Consultant, terminate the Contract and recover from the Owner payment for Work executed.

3. If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days written notice to the Owner and the Consultant, terminate the Contract and recover from the Owner as provided in Section XIV(A)(2).

B. Termination by the Owner for Cause

1.The Owner may terminate the Contract if the Contractor:

    a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or

proper materials;

b. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction; or
d. repeatedly fails to comply with the terms and conditions of the Contract and Contract Documents.
e. otherwise is guilty of substantial breach of a provision of the Contract Documents.

2. When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:

a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
b. accept assignment of subcontracts; and
c. finish the Work by whatever reasonable method the Owner may deem expedient.

3. When the Owner terminates the Contract for one of the reasons stated in Section B(1) herein, the Contractor shall not be entitled to receive further payment until the Work is finished.

4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract.

C. Suspension by the Owner for Convenience

1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.

2. An adjustment shall be made for increases in the cost of performance of the Contract. No adjustment shall be made to the extent:

a. that performance is, was or would have been so suspended, delayed or interrupted by another cause which the Contractor is responsible; or
b. that an equitable adjustment is made or denied under another provision of this Contract.

3. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.

CONTRACTOR

(Corporate Seal) (where applicable)

KIRK MARMET
Principal

ATTEST:

Signed:
Authorized Representative

Corporate Secretary (where applicable)

VICE PRESIDENT / AREA MANAGER
Title

Address: 2302 S. PROSPECT
OKLAHOMA CITY, OK. 73129

Telephone: 405-635-6912

Contract Affidavit:

STATE OF OKLAHOMA)

COUNTY OF OKLAHOMA)

KIRK MAMMEN, 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. Affiant 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.

Principal

Submitted and sworn to before me this 15th day of Oct, 20 20

Carrie L Hulcher
Notary Public

CARRIE L HULCHER NOTARY # 06010654 EXP. 10/31/22 PUBLIC STATE OF OKLAHOMA

My Commission Expires:
10/31/2022

OWNER

Approved as to form and legality this 5 day of November 2020.

Beth Muckala
General Counsel

Approved by the Council of the City of Norman and the Norman Municipal Authority this 13th day of October, 2020.

ATTEST:
Brenda Hall
City Clerk

Mayor

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

NORMAN MUNICIPAL AUTHORITY OFFICIAL SEAL OKLAHOMA

END OF CONTRACT

DOCUMENT 00 61 19

MAINTENANCE BOND

107332229

Bond # **MB-2021-17**

Know all men by these presents that FLINTCO, LLC, 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 under The City of Norman, a municipal corporation of the State of Oklahoma, and the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary, hereinafter designated as the Authority, in the sum of EIGHT MILLION, SIX HUNDRED AND FORTY-EIGHT THOUSAND DOLLARS AND NO/100 ($8,648,000.00), 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 Trustees of the Norman Municipal Authority and/or the Council of the City of Norman, Oklahoma 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 most advantageous bidder on the following Project:

NORTH BASE COMPLEX
PHASE 1

and has entered into a certain written Contract (K-2021-35) with The City of Norman, a municipal corporation, and the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary ("Authority"), dated October 13, 2020, for the erection and construction of this Project, that Contract being incorporated herein by reference as if fully set forth.

WHEREAS, the Principal is required to furnish to the Authority 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 Authority any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the Trustees of the Authority and/or Council of the City of Norman , then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the Principal to maintain or make any needed repairs upon the construction on the Project, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the Principal by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the Principal at the address set forth below, then the Principal and Surety shall jointly and severally be liable to the Authority and the City of Norman for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said Contract and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

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 15th day of OCTOBER, 2020 and the said 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 15th day of OCTOBER, 2020.

(Corporate Seal) (where applicable)
Principal

ATTEST:

Corporate Secretary (where applicable)

Telephone: 314 733 2454

Flintco, LLC

Signed:
Authorized Representative

Trevor Ladner
Title
Address: 2302 S. Prospect

Oklahoma City, OK 73129-6466

(Corporate Seal) (where applicable)
Surety

ATTEST:

Corporate Secretary (where applicable)
Cheryl L. McAleenan

Signed:
Authorized Representative

Travelers Casualty and Surety Company of America

Title, Blake Messer, Attorney-in-Fact
Address: 940 West Port Plaza, Ste 300, St. Louis, MO 63146
Telephone: 314-733-2454

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me this 15th day of October, 2020, by Blake Messer, Attorney-in-Fact (Name & Title) of Travelers Casualty and Surety Company of America, a Connecticut corporation, on behalf of the corporation.

WITNESS my hand and seal this 15th day of October 20 20 .

Notary Public Cheryl L. McAleenan
My Commission Expires: May 15, 2024

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

CHERYL L MCALEENAN
My Commission Expires
May 15, 2024
St. Louis County
Commission #12487106

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ of _____, (Name and Title) of _____.

WITNESS my hand and seal this ____day of _____, 20___.

Notary Public
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ partner (agent) on behalf of _____, a partnership.

WITNESS my hand and seal this ____day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

THE CITY OF NORMAN AND THE NORMAN MUNICIPAL AUTHORITY

Approved as to form and legality this 5 day of November, 2020.

_____
City Attorney

Approved by the Council of the City of Norman and the Norman Municipal Authority this 13th day of October, 2020.

ATTEST:

_____ _____
City Clerk Mayor

Chairperson

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

END OF MAINTENANCE BOND

NORMAN MUNICIPAL AUTHORITY OFFICIAL SEAL OKLAHOMA

TRAVELERS

Travelers Casualty and Surety Company of Ame
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Blake Messer,** of **St. Louis, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February**, **2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of October , 2020 .

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 15 day of October, 2020, before me personally appeared Cheryl L. McAleenan, with whom I am personally acquainted, who, being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed the foregoing instrument; that she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of her office under the Standing Resolutions of said Company; and that she signed his/her name thereto as Attorney- in-Fact by like authority.

TONYA A. MEINHARDT
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 12618776
My Commission Expires 08-15-2024

Tonya A. Meinhardt - *Notary Public*
My Commission Expires: **August 15th, 2024**.

NOTARY STAMP

DOCUMENT 00 61 13

STATUTORY BOND

107332229

Bond # B-2021-31

KNOW ALL MEN BY THESE PRESENTS:

That we FLINTCO, LLC, 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, and the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary, herein called Authority in the sum of EIGHT MILLION, SIX HUNDRED AND FORTY-EIGHT THOUSAND DOLLARS AND NO/100 ($8,648,000.00), for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, The conditions of this obligation are such that the Principal, being the lowest and most advantageous bidder on the following Project:

NORTH BASE COMPLEX
PHASE 1

and has entered into a certain written Contract (K-2021-35) with The City of Norman, a municipal corporation, and the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary ("Authority"), dated October 13, 2020, 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 material and repairs to and parts for equipment furnished in the making of the Project, whether incurred by said Principal, its 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 same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this bond, 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 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 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 _____, 2020 and the said 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 _____, 2020.

(Corporate Seal) (where applicable)

Flintco, LLC
Principal

Signed: _____
Authorized Representative

ATTEST:

_____
Corporate Secretary (where applicable)

Trevor Ladner, Authorized Representative
Title
Address: 2302 S. Prospect, Oklahoma City, OK
Telephone: 314-733-2454

(Corporate Seal) (where applicable)

Travelers Casualty and Surety Company of America
Surety

ATTEST:

Signed: _____
Blake Messer, Attorney-in-Fact

_____
Corporate Secretary (where applicable)
Cheryl L. McAleenan

Address: 940 West Port Plaza, Ste 300, St. MO 63146
Telephone: 314-579-8302

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri)
COUNTY OF St. Louis)

The foregoing instrument was acknowledged before me this 15th day of October, 20 20, by Blake Messer , Attorney-in-Fact (Name & Title) of Travelers Casualty and Surety Company of America , a Connecticut corporation,
on behalf of the corporation.

WITNESS my hand and seal this 15th day of October, 20 20 .

_____
Notary Public, Cheryl L. McAleenan
My Commission Expires: May 15, 2020

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

CHERYL L MCALEENAN
My Commission Expires
May 15, 2024
St. Louis County
Commission #12487106

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ of _____,
(Name and Title) of _____.

WITNESS my hand and seal this ____day of _____, 20___.

_____
Notary Public
My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____day of _____, 2020, by _____ partner (agent) on behalf of _____, a partnership.

WITNESS my hand and seal this ____day of _____, 2020.

_____
Notary Public
My Commission Expires: _____

THE CITY OF NORMAN AND NORMAN MUNICIPAL AUTHORITY

Approved as to form and legality this 5 day of November, 2020

Beth Muckala
City Attorney

Approved by the Council of the City of Norman and the Norman Municipal Authority this 13th day of October, 2020.

ATTEST:
Brenda Hall
City Clerk

R. D. C.
Mayor

END OF STATUTORY BOND

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

NORMAN MUNICIPAL AUTHORITY OFFICIAL SEAL OKLAHOMA

TRAVELERS

Travelers Casualty and Surety Company of Am
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Blake Messer, of St. Louis, Missouri**, their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of October, 2020.

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 15 day of October, 2020, before me personally appeared Cheryl L. McAleenan, with whom I am personally acquainted, who, being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed the foregoing instrument; that she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of her office under the Standing Resolutions of said Company; and that she signed his/her name thereto as Attorney- in-Fact by like authority.

TONYA A. MEINHARDT
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 12618776
My Commission Expires 08-15-2024

Tonya A. Meinhardt - *Notary Public*
My Commission Expires: **August 15th, 2024**.

NOTARY STAMP

DOCUMENT 00 61 14

PERFORMANCE BOND

107332229

Bond # B-2021-30

KNOW ALL MEN BY THESE PRESENTS:

That we FLINTCO, LLC, as Principal, and Travelers Casualty and Surety Company, 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, and the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary, herein called Authority in the sum of EIGHT MILLION, SIX HUNDRED AND FORTY-EIGHT THOUSAND DOLLARS AND NO/100 ($8,648,000.00), ~~for the payment of which Principal and Surety bind themselves, their heirs, executors, administrators, successors~~ and assigns, jointly and severally, firmly by these presents.

The conditions of this obligation are such, that whereas, said Principal is the lowest and most advantageous bidder on the following Project.:

NORTH BASE COMPLEX
PHASE 1

and has entered into a certain written Contract (K-2021-35) with The City of Norman, a municipal corporation, and the Norman Municipal Authority, a public trust having the City of Norman as its sole beneficiary ("Authority"), dated October 13, 2020, for the erection and construction of this Project, that Contract being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if said Principal shall, in all particulars, well, truly and faithfully perform and abide by said Contract and each and every covenant, condition and part thereof and shall fulfill all obligations resting upon said Principal by the terms of said contract and said specifications; and if said Principal shall promptly pay, or cause to be paid, all labor, materials and/or repairs and all bills for labor performed on said work, whether by subcontract or otherwise; and if said Principal shall protect and save harmless said City of Norman and Norman Municipal Authority from all loss, damage and expense to life or property suffered or sustained by any person, firm, or corporation caused by said Principal or his or its agents, servants, or employees in the construction of said work, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of said Principal or his or its agents servants, or employees, and if said Principal shall protect and save the City of Norman and Norman Municipal Authority harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void, otherwise to be and remain in full force and effect.

It is further expressly agreed and understood by the parties thereto 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.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

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 13th day of October, 2020 and the said 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 13th day of October, 2020.

(Corporate Seal) (where applicable)
Principal

ATTEST:

Corporate Secretary (where applicable)

Telephone: 3147332454

(Corporate Seal) (where applicable)
Surety

ATTEST:

Corporate Secretary (where applicable)
Cheryl L. McAleenan

_Flintco, LLC

Signed:

_Trevor Ladner

Title: Authorized Representative
Address: _2302 S. Prospect,

Oklahoma City, OK 73129

314-733-2454

Travelers Casualty and Surety Company of America

Blake Messer, Attorney-in-Fact
940 West Port Plaza, Ste 300, St. Louis, MO 63146

CORPORATE ACKNOWLEDGMENT

STATE OF Missouri
COUNTY OF __St. Louis

The foregoing instrument was acknowledged before me this __15th_day of_____October _____, 20_20_, by ___Blake Messer, Attorney-in-Fact __ (Name & Title) of_Travelers Casualty and Surety Company of America, a _Connecticut _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this _15_day of _October_____, 20_20.

Notary Public, Cheryl L. McAleenan

NOTARY PUBLIC NOTARY SEAL STATE OF MISSOURI

CHERYL L MCALEENAN
My Commission Expires
May 15, 2024
St. Louis County
Commission #12487106

My Commission Expires: __May 15, 2020 _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA_____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____day of _____, 20__, by _____ of _____, (Name and Title) of _____.

WITNESS my hand and seal this ____day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this ____day of _____, 2020, by _____ partner (agent) on behalf of _____, a partnership.

WITNESS my hand and seal this ____day of _____, 20___.

_____
Notary Public

My Commission Expires: _____

THE CITY OF NORMAN AND THE NORMAN MUNICIPAL AUTHORITY

Approved as to form and legality this 5 day of November, 2020.

Beth Muckala
City Attorney

Approved by the Council of the City of Norman and the Norman Municipal Authority this 13th day of October, 2020.

ATTEST:
Brenda Hall
City Clerk

Mayor

Chairperson

CITY OF NORMAN CORPORATE SEAL OKLAHOMA

END OF PERFORMANCE BOND

NORMAN MUNICIPAL AUTHORITY OFFICIAL SEAL OKLAHOMA

TRAVELERS

Travelers Casualty and Surety Company of Am
Travelers Casualty and Surety Company
St. Paul Fire and Marine Insurance Company

POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS: That Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company are corporations duly organized under the laws of the State of Connecticut (herein collectively called the "Companies"), and that the Companies do hereby make, constitute and appoint **Blake Messer,** of **St. Louis, Missouri,** their true and lawful Attorney-in-Fact to sign, execute, seal and acknowledge any and all bonds, recognizances, conditional undertakings and other writings obligatory in the nature thereof on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

IN WITNESS WHEREOF, the Companies have caused this instrument to be signed, and their corporate seals to be hereto affixed, this **3rd** day of **February, 2017.**

State of Connecticut

City of Hartford ss.

By: _____
Robert L. Raney, Senior Vice President

On this the **3rd** day of **February, 2017**, before me personally appeared **Robert L. Raney**, who acknowledged himself to be the Senior Vice President of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, and that he, as such, being authorized so to do, executed the foregoing instrument for the purposes therein contained by signing on behalf of the corporations by himself as a duly authorized officer.

In Witness Whereof, I hereunto set my hand and official seal.

My Commission expires the **30th** day of **June, 2021**

Marie C. Tetreault
Marie C. Tetreault, Notary Public

This Power of Attorney is granted under and by the authority of the following resolutions adopted by the Boards of Directors of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, which resolutions are now in full force and effect, reading as follows:

RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President, any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary may appoint Attorneys-in-Fact and Agents to act for and on behalf of the Company and may give such appointee such authority as his or her certificate of authority may prescribe to sign with the Company's name and seal with the Company's seal bonds, recognizances, contracts of indemnity, and other writings obligatory in the nature of a bond, recognizance, or conditional undertaking, and any of said officers or the Board of Directors at any time may remove any such appointee and revoke the power given him or her; and it is

FURTHER RESOLVED, that the Chairman, the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President may delegate all or any part of the foregoing authority to one or more officers or employees of this Company, provided that each such delegation is in writing and a copy thereof is filed in the office of the Secretary; and it is

FURTHER RESOLVED, that any bond, recognizance, contract of indemnity, or writing obligatory in the nature of a bond, recognizance, or conditional undertaking shall be valid and binding upon the Company when (a) signed by the President, any Vice Chairman, any Executive Vice President, any Senior Vice President or any Vice President, any Second Vice President, the Treasurer, any Assistant Treasurer, the Corporate Secretary or any Assistant Secretary and duly attested and sealed with the Company's seal by a Secretary or Assistant Secretary; or (b) duly executed (under seal, if required) by one or more Attorneys-in-Fact and Agents pursuant to the power prescribed in his or her certificate or their certificates of authority or by one or more Company officers pursuant to a written delegation of authority; and it is

FURTHER RESOLVED, that the signature of each of the following officers: President, any Executive Vice President, any Senior Vice President, any Vice President, any Assistant Vice President, any Secretary, any Assistant Secretary, and the seal of the Company may be affixed by facsimile to any Power of Attorney or to any certificate relating thereto appointing Resident Vice Presidents, Resident Assistant Secretaries or Attorneys-in-Fact for purposes only of executing and attesting bonds and undertakings and other writings obligatory in the nature thereof, and any such Power of Attorney or certificate bearing such facsimile signature or facsimile seal shall be valid and binding upon the Company and any such power so executed and certified by such facsimile signature and facsimile seal shall be valid and binding on the Company in the future with respect to any bond or understanding to which it is attached.

I, **Kevin E. Hughes**, the undersigned, Assistant Secretary of Travelers Casualty and Surety Company of America, Travelers Casualty and Surety Company, and St. Paul Fire and Marine Insurance Company, do hereby certify that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which remains in full force and effect.

Dated this 15th day of October , 2020 .

Kevin E. Hughes, Assistant Secretary

To verify the authenticity of this Power of Attorney, please call us at 1-800-421-3880.
Please refer to the above-named Attorney-in-Fact and the details of the bond to which the power is attached.

STATE OF MISSOURI
COUNTY OF ST. LOUIS

On this 15 day of October, 2020, before me personally appeared Cheryl L. McAleenan, with whom I am personally acquainted, who, being by me duly sworn, said: That she is Attorney-in-Fact of Travelers Casualty and Surety Company of America, the corporation described in and which executed the foregoing instrument; that she knows the corporate seal of said Company; that said seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the Board of Directors thereof and of her office under the Standing Resolutions of said Company; and that she signed his/her name thereto as Attorney- in-Fact by like authority.

TONYA A. MEINHARDT
Notary Public, Notary Seal
State of Missouri
St. Louis County
Commission # 12618776
My Commission Expires 08-15-2024

Tonya A. Meinhardt - *Notary Public*
My Commission Expires: **August 15th, 2024**.

NOTARY STAMP

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY $2,653,243 FOR A REVISED CONTRACT AMOUNT OF $41,677,428 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 6/28/22

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FOUR TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY $2,653,243 FOR A REVISED CONTRACT AMOUNT OF $41,677,428 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

BACKGROUND:

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

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

Oklahoma City firm Frankfurt, Short, Bruza (FSB) was selected as the architectural and engineering (A/E) consultant for this project in March 2018. FSB has completed the schematic design and design development documents phase of the project and is proceeding with construction documents and assisting with construction administration through the project completion. The building and the project were named the Young Family Athletic Center (“YFAC”)

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

DISCUSSION:

On February 9, 2021, the NMA/City Council approved Contract K-2021-97 with GE Johnson Construction Company to provide construction management at-risk (CMaR) services for the YFAC project. The initial contract amount of $85,000 was approved to provide pre-construction services which included plan review, design assistance, bidding services, and value engineering.

On September 14, 2021, NMA/City Council approved Amendment / Guaranteed Maximum Price (GMP) #1, which included earthwork, site clearing, and mass excavation; estimating and construction contingencies; general conditions for the entire project; and indirect costs, which included bonding, insurance, and CMaR fees. The total for GMP #1 was $3,404,474 (making a then-cumulative total for Contract K-2021-97 of $3,489,474).

On November 30, 2021, NMA/Council approved Amendment / GMP #2, which included building concrete, steel/joist/deck fabrication & erection, swimming pools, concrete/asphalt exterior paving, site utilities, and construction contingency, bonding/insurance and CMaR fees. The total for GMP #2 was $12,875,632 (making a then-cumulative total for Contract K-2021-97 of $16,365,106).

On February 22, 2022, NMA/Council approved / Amendment / GMP #3, which included bids for masonry, millwork, metal panels, roofing, windows, painting, flooring, elevators, plumbing/HVAC/mechanical, electrical, landscaping, and various other aspects of upward construction. The total for GMP #3 was $22,659,079 (making the then-cumulative total for Contract K-2021-97 of $39,024,185).

Construction bids for this amendment were opened on various dates in March and April 2022 due to the specialty of the materials needed, or the type of construction is limited to a few contractors in the state or region (bid opening dates are listed next to bid package on the attachment). Bid packages included in GMP #4 include - miscellaneous steel (3/15), specialty doors (4/12), hanger doors (3/15), project signage (3/15), and saunas (3/15). The total for bidded work in GMP #4 is $1,109,064.

The City in this GMP #4 also accepted two "Add Alternate" bids, which is added work that can be awarded as additional scope if funds become available. The Parks Department added a central HVAC network monitoring system through "Automated Logic" ($135,600) and additionally added sod into the landscaping contract instead of seed ($23,635), both as "Add Alternative" bids. Also, after work was started, contractors discovered and abated two old water lines that ran through the construction site and contained asbestos ($17,981).

GMP #4 also includes a "Change Order" for civil and utility work due to an error in the design of the project's stormwater system ($522,425). Due to both a project delay and current market conditions in adding time to get building materials on site, the CMaR (GE Johnson) is requesting an additional seven months of construction time, extending the construction time/general conditions of the project to 24 months ($601,881).

The total amount for GMP/Amendment #4 is $2,653,243 which included indirect costs and fees of $212,418, making the current cumulative total for Contract K-2021-97 of $41,677,428. This is the anticipated to be the project's fourth and final Amendment/GMP.

The costs for most of the various components of GMP #4 are substantially within the engineer's and CMaR's estimates. The bid price for this project and extended schedule reflect the recent worldwide increase in the price and delivery schedules of some materials. This cost inflation and schedule change have been anticipated, and contingency plans have been discussed with the NMA/Council and the Norman Forward Citizen's Financial Oversight Board (CFOB).

Our Project Consultants from ADG have participated throughout the entire process up to our current point of construction for this project. Further, the amendment documents have been reviewed and approved by the City Attorney's Office.

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

RECOMMENDATION:

It is recommended that the City Council, acting as the Norman Municipal Authority, approve Amendment #4 to CMaR Contract K-2021-97 with GE Johnson Construction Company in the amount of $2,653,243 for a total contract of $41,677,428 for the Young Family Athletic Center project for the Parks and Recreation Department.

AMENDMENT NO 4 TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY

THIS AMENDMENT NO. 4 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Fourth Amendment") is made as of June 28, 2022, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and GE Johnson Construction Company, Inc. an Colorado corporation (the "Construction Manager").

RECITALS:

A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2021-97), dated February 9, 2021, (the "Agreement"), for construction management services for the Multi-Sport and Aquatic Center Project, now the Young Family Athletic Center ("YFAC") project including plan review, design assistance, bidding services, and value engineering

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.

C. The Construction Manager submitted the first of four anticipated GMP Proposals to the City Council on September 14, 2021. GMP No. 1 was approved for a total contract amount of $3,404,474.00 (derived from the total cost of work for the Construction Phase of $3,254,119 + the Indirect Cost and Fee of $150,355.00. The Construction Manager also submitted the second of four GMP Proposals to the City Council on November 30, 2021. GMP No. 2 was approved for an added contract amount of $12,875,632.00 (derived from the total cost of work for the Construction Phase of $12,306,993.00 + the Indirect Cost and Fee of $568,639.00. GMP No. 3 was approved for an added contract amount of $22,659,079.00 (derived from the total cost of work for the Construction Phase of $21,658,364.00 + the Indirect Cost and Fee of $1,000,715.00. GMP No. 4 was approved for an added contract amount of $2,653,243.00 (derived from the total cost of work for the Construction Phase of $2,513,814.00 + the Indirect Cost and Fee of $139,430.00. The total amount of all amendments combined represent the total contract amount of $41,677,428.00. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributable to the YFAC Project).

D. The Construction Manager now submits the third of four anticipated GMP Proposals based on bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts and sufficiency of

which are hereby acknowledged, and the promises and covenants set forth below, NMA and the Construction Manager hereby agree as follows:

1. Fourth, FINAL, GMP Established. The Construction Manager's forth, Final, guaranteed maximum price for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be $2,653,243.00 (derived from the total cost of work for the Construction Phase of $2,513,814.00 + the Indirect Cost and Fee of $139,430.00. Preconstruction Services were billed separately not included in GMP per previous Council approval attributable to the YFAC Project). The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and Pursuant to any of the following documents, as applicable:

A. Basis for GMP. Refer to GMP #4 Letter and Summary sheet.

B. Contract Document Log. Refer to **Exhibit A** for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit A and incorporated herein by reference.

C. Allowances. Refer to **Exhibit B** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit B and incorporated herein by reference.

D. Assumptions. Refer to **Exhibit C** for a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit C and incorporated herein by reference.

E. Proposed GMP. Refer to **Exhibit D** for the proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit D and incorporated herein by reference.

F. Substantial Completion. Refer to **Exhibit E** for Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit E and incorporated herein by reference.

G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit F**.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Third Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this Third Amendment, under any of the terms or conditions of this Agreement and (ii)

any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Third Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

[SIGNATURE ON FOLLOWING PAGES]

IN WITNESS WHEREOF, the Parties have executed this FOURTH AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Chairperson of the Norman Municipal Authority.

CONSTRUCTION MANAGER (GE JOHNSON CONSTRUCTION COMPANY, INC)

By: _____

Name: Randy N. Nance

Title: General Manager

Date: JUNE 23, 2022

ATTEST:

By: Jennifer S. Ward

Subscribed and Sworn to me this 23rd day of June, 2022.

Commission Number: 17005467

Expiration Date: 06/12/2025

JENNIFER S. WARD NOTARY PUBLIC STATE OF OKLAHOMA # 17005467 EXP. 06/12/25

NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality this _____ day of _____, 2022.

_____

Office of the General Counsel

Approved by Norman Municipal Authority on this _____ day of _____, 2022.

By: _____

Stephen T. Holman, Vice-Chairperson

ATTEST:

By: _____

Brenda Hall, Secretary

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-115: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY $423,737 FOR A REVISED CONTRACT AMOUNT OF $11,582,248 FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE SENIOR WELLNESS CENTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 6/28/2022

REQUESTER: Jason Olsen, Director of Parks and Recreation

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. FIVE TO CONTRACT K-2021-115: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY $423,737 FOR A REVISED CONTRACT AMOUNT OF $11,582,248 FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE SENIOR WELLNESS CENTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

In October of 2015, Norman citizens passed the NORMAN FORWARD initiative, funding various quality of life projects through a ½% sales tax increase over 15 years. The NORMAN FORWARD Initiative included authorization for a project to construct a new Senior Citizen's Center.

After extensive public input over a period of several years, the Senior Citizen's Center project's scope was expanded to a Senior Wellness Center. The Senior Wellness Center is to be located on City-owned land on the southeast corner of Norman Regional Health System's (NRHS) Porter Campus, off of North Findlay Avenue. The new Senior Wellness Center will include an indoor heated saltwater pool with lap swimming, water walking, and hydrotherapy seating; an indoor walking track and training space; fitness- classroom area; lounge and game rooms; both wet and dry craft areas; small prep and demonstration kitchen; and multipurpose rooms that can be used for eating, events, classes, theatrical plays, games, and much more.

Oklahoma City architectural and engineering (A/E) firm Frankfurt, Short, Bruza (FSB) was selected as the A/E consultant for this project in March 2018. FSB has completed the project's schematic design phase, is proceeding with design development and construction documents, and will assist with construction administration through the project completion.

The Senior Citizen's Center was authorized in the Norman Forward initiative in 2015 but was unfunded. The Senior Center was later funded through two Council actions: savings from a long-term land lease instead of a land purchase at Griffin Park ($7.4 million); and an allocation of $4.8 million from the federal Coronavirus Act, Relief & Economic Security (CARES) Act reimbursements, for a total of a $12.4 million budget for construction and design.

DISCUSSION:

On April 13, 2021, City Council approved Contract K-2021-115 with Crossland Construction to provide construction management at-risk (CMaR) services for the Senior Wellness project. The initial contract amount of $26,320 was approved to provide pre-construction services which, to date, have included plan review, design assistance, bidding services, and value engineering.

On December 14, 2021, City Council approved Amendment No. One to Contract K-2021-115 for a Guaranteed Maximum Price (GMP) of $2,022,408 for steel fabrication and erection. The first GMP also included construction contingency, general conditions for the entire project, and indirect costs, including bonding, insurance, and CMaR fees (profit), making a then-cumulative total for Contract K-2021-115 of $2,049,728.

On February 22, 2022, City Council approved Amendment No. Two to Contract K-2021-115 for $2,758,144 with Crossland Construction for site demolition, foundation, pools, utilities, and portions of the upward construction, making a then-cumulative total for Contract K-2021-115 of $4,807,872.

On March 22, 2022, City Council approved Amendment No. Three to Contract K-2021-115 for $1,295,200 with Crossland Construction to fabricate and install the HVAC system for the Senior Wellness Center, making a then-cumulative total for Contract K-2021-115 of $6,103,072.

On May 24, 2022, City Council approved Amendment No. Four to Contract K-2021-115 for $5,056,449 with Crossland Construction for Masonry, Miscellaneous Steel, Roofing, Millwork, Metal Panels, Windows and Glazing, Doors, Sheetrock Flooring, Signage, Plumbing, Site Utilities, Electrical, and relocating AT&T utility lines for the Senior Wellness Center, making a then-cumulative total for Contract K-2021-115 of $11,158,521.

Construction bids for this portion of construction include water proofing; Exterior Insulation and Finish Systems (EIFS); flooring and wall tile specialties; and partitions for the Senior Wellness Center. This bid was opened on April 19, 2022. The total amount for work on the construction phase on Amendment No 5 is ($423,737) which includes indirect costs and fees of ($17,158) for a total cumulative amended contract of $11,528,248.

Amendment/GMP #5 funds are available from net proceeds of the sale of the City's property on the Norman Regional Health System's Porter Campus, with the City receiving $420,634.20 from that transaction (contract K-2122-82, approved by Council on December 14, 2021). These funds were recorded into the City's Capital Fund, Other Revenue-Sale of Other Property (Account 50-373159).

This project is anticipated to have a sixth and final Amendment/GMP that will include the remaining bid packages plus construction contingency that are estimated to total approximately $1,200,000. Funding for this anticipated future Guaranteed Maximum Price amendment is expected to be generated from proceeds of the potential sale of the 718 North Porter building (which was also acquired by the City as a part of Contract K-2122-82) to Cleveland County, upon approval of the Cleveland County Board of Commissioners and the City Council.

The Parks Department placed the highest cost/risk bid packages in this current amendment (GMP #5) and will add the remainder bid packages after both properties mentioned above close. The total cost of construction for the Senior Wellness Center fully bidded is anticipated to be $12,000,000, with an estimated $600,000 in “soft costs” related to the project.

Our Consultants from ADG have participated throughout the entire process up to our current point of beginning construction of the project. Further, the amendment documents have been reviewed and approved by the City Attorney's office.

With the proposed appropriations along with current funding, adequate funds will be available for this contract in the Norman Forward Senior Wellness Project; Construction (51793365-46101; project NFP108).

RECOMMENDATION NO.1:

It is recommended that City Council approve Amendment No. Five to CMaR Contract K-2021-115 with Crossland Construction Company, Inc., in the amount of $423,737 for a revised contract amount of $11,528,248 for construction manager at risk services for the Senior Wellness Center project for the Parks and Recreation Department.

RECOMMENDATION NO. 2:

It is further recommended that City Council appropriate $420,634.20 from the Capital Fund, Other Revenue-Sale of Other Property (50-373159) representing the net proceeds of the NRHS Porter Campus sale, to the Senior Wellness Center Project, Construction (Account 51793365-46101; Project NFP108).

AMENDMENT NO 5 TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE CITY OF NORMAN AND CROSSLAND CONSTRUCTION COMPANY

THIS AMENDMENT NO. 5 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "First Amendment") is made as of June 14th, 2022, between the City of Norman, and Crossland Construction Company, Inc. an Kansas corporation (the "Construction Manager").

RECITALS:

A. The City of Norman and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-2021-115), dated March 20th, 2021, (the "Agreement"), for construction management services for the Senior Wellness Center, now the Norman Senior Center project including plan review, design assistance, bidding services, and value engineering.

B. Pursuant to Section 2.2 of the Agreement, (i) once the drawings and specifications are complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a guaranteed maximum price ("GMP"), which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies, and the Construction Manager's fee.

C. The Construction Manager submitted the first of six anticipated GMP Proposals to the City Council on December 14, 2021. GMP No. 1 was approved for a total contract amount of $ 2,022,408.00 (derived from the total cost of work for the Construction Phase of $1,200,00.00 + the indirect Cost and Fee of $822,408.00). The Construction Manager also submitted the second of six GMP Proposals to the City Council on February 11, 2022. GMP No. 2 was approved for an added contract amount of $2,758,144.00 (derived from the total cost of work for the Construction Phase of $2,569,790.00 + the indirect Cost and Fee of $188,354.00). The Construction Manager also submitted the third of six GMP Proposal's to the City Council on March 22, 2022. GMP No. 3 was approved for an added contract amount of $1,295,200.00 (directed from the total cost of work for the Construction Phase of $1,206,750.00 + the indirect Cost and Fee of $88,450.00). The Construction Manager also submitted the fourth of six GMP Proposal's to the City Council on May 24, 2022. GMP No. 4 was approved for an added contract amount of $5,056,449.00 (derived from the total cost of work for the Construction Phase of $4,851291.00 + the indirect Cost and Fee of $205,258.00). The total amount of all amendments combined represent the total contract amount $11,132,201.00. Preconstruction Services were billed separately and are not included in GMP per previous Council approval attributed to the Senior Wellness Center Project.

D. The Construction Manager has submitted the fifth of six anticipated GMP Proposals based on the bids received.

AGREEMENT:

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, other such good and valuable consideration, the receipts and sufficiency of which are hereby acknowledged, and the promises and covenants set forth below, The City of Norman and the Construction Manager hereby agree as follows:

1. Fifth GMP Established. The Construction Manager's guaranteed maximum price

for the Work inclusive of all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be $423,737 (derived from the total cost of work for the Construction Phase of $406,579+ the Indirect Cost and Fee of $17,158. Preconstruction Services were billed separately not included in GMP_per previous Council approval attributable to the Norman Senior Center Project). The GMP is the total compensation from the City to the Construction Manager for its fee for the performance of the work in accordance with Contract Documents and Pursuant to any of the following documents, as applicable:

A. Basis for GMP. Refer **Exhibit _A_** to GMP #5 Letter and Summary

B. Contract Document Log. Refer to **Exhibit _B_** for a list of the Drawings and Specifications, including all addenda that were used in preparation of the GMP Proposal, is attached hereto as Exhibit _B_ and incorporated herein by reference.

C. Allowances. Refer to **Exhibit _C_** for a list of allowances included by the Construction Manager in preparation of this GMP Proposal, is attached hereto as Exhibit _C_ and incorporated herein by reference.

D. Assumptions. Refer to **Exhibit _D_** for a list of the assumptions and clarifications made by the Construction Manager in the preparation of the GMP Proposal to supplement the information contained in the Drawings and Specifications is attached hereto as Exhibit _D_ and incorporated herein by reference.

E. Proposed GMP. Refer to **Exhibit _E_** for the proposed GMP, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the GMP is attached hereto as Exhibit _E_ and incorporated herein by reference.

F. Substantial Completion. Refer to **Exhibit _F_** for Substantial Completion date upon which the GMP Proposal is based and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based is attached hereto as Exhibit _F_ and incorporated herein by reference.

G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit _G_**.

2. Effect of Amendment. In all other respects, the Agreement is affirmed and ratified and, except as expressly modified herein, all terms and conditions of the Agreement shall remain in full force and effect.

3. Non-Default. By executing this Fifth Amendment, the Construction Manager affirmatively asserts that (i) The City of Norman is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of this Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fourth Amendment are forever waived.

IN WITNESS WHEREOF, the Parties have executed this FIFTH AMENDMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the City of Norman.

CONSTRUCTION MANAGER (CROSSLAND CONSTRUCTION COMPANY, INC)

By: _____

Name: Aaron R. Stoops

Title: Vice President

Date: ***June 24, 2022***

ATTEST:

By: _____

Subscribed and Sworn to me this____ day of _____, 2022.

Commission Number: _____

Expiration Date: _____

THE CITY OF NORMAN

Reviewed and approved for form and legality this ___ day of _____ , 2022.

_____

Office of the General Counsel

Approved by The City of Norman on this ___ day of _____.2022.

By: _____

Stephen Holman, Mayor Pro Tem

ATTEST:

By: _____

Brenda Hall, City Clerk

CROSSLAND
CONSTRUCTION COMPANY, INC.
408 NE 145th Place
Oklahoma City, OK 73013
tel 405.748.5043
fax 405.748.7214

EXHIBIT A
GMP AMENDMENT

NO. 5

June 3rd, 2022
Jason Olsen
Director of Parks and Recreation
City of Norman

RE: City of Norman Senior Center
Recommendation Award Letter Bid Package #03 - Letter #5

Dear Mr. Jason Olsen,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of four hundred, twenty-three thousand, seven hundred and thirty-seven dollars (**$423,737**).

Bids for the City of Norman Senior Center – Bid Package #3, were received and publicly read aloud in at 201 W. Gray, Norman, OK 73069 on April 19th, 2022 at 2:00 PM CST. The bidding process was conducted in accordance with the Oklahoma Public Competitive Bidding Act, 61 O.S. 1974, §101

Crossland Construction Company has reviewed the bids for qualifications, completeness, responsiveness, cost, & best value to the owner. For additional information, see breakout pages & summaries below.

Subcontractor / Supplier	**Total**
Bone Dry (7B Joint Sealants)	**$22,965**
• Crossland Construction is recommending responsive low bidder, Bone Dry Waterproofing, for this trade contract. Scope includes the entirety of trade contract 7B as detailed in Bid Package #03 documents.	
Midwest Drywall (7D EFIS – Change from Masonry to EFIS)	**$44,180**
• Crossland Construction is recommending change order to previous low bidder, Midwest Drywall, for this trade contract. Scope includes the entirety EFIS in lieu of masonry veneer detailed in Bid Package #03 documents.	
Bryan's Flooring (9B Flooring and Wall Tile)	**$249,765**
• Crossland Construction is recommending responsive low bidder, Bryan's Flooring, for this trade contract. Scope includes the entirety of trade contract 9B as detailed in Bid Package #03 documents.	
Czarniecki Construction (10A Specialties)	**$56,773**
• Crossland Construction is recommending responsive low bidder, Czarniecki Construction, for this trade contract. Scope includes the entirety of trade contract 10A as detailed in Bid Package #03 documents.	

GMP AMENDMENT

NO. 4

Best Companies (10 D Operable Partitions) **$32,896**

- Crossland Construction is recommending responsive low bidder, Best Companies, for this trade contract. Scope includes the entirety of trade contract 10D as detailed in Bid Package #03 documents.

Please contact me should you have any questions.

Sincerely,

Justin Lockwood
Director of Preconstruction
Crossland Construction Company

See Exhibit E: GMP, Cost Summary & Divisional Bid Tabs

EXHIBIT B
GMP AMENDMENT NO. 5

LIST OF SPECIFICATIONS

SECTION	DATE
SECTION 011000 - SUMMARY	12/14/2021
SECTION 012300 - ALTERNATES	3/11/2022
SECTION 012500 - SUBSTITUTION PROCEDURES	12/14/2021
SECTION 012600 - CONTRACT MODIFICATION PROCEDURES	12/14/2021
SECTION 012900 - PAYMENT PROCEDURES	12/14/2021
SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION	12/14/2021
SECTION 014339 - MOCKUPS	12/14/2021
SECTION 024119 - SELECTIVE DEMOLITION	12/14/2021
SECTION 033000 - CAST-IN-PLACE CONCRETE	12/14/2021
SECTION 033511 - CONCRETE FLOOR FINISHES	12/14/2021
SECTION 033543 - POLISHED CONCRETE FINISHING	12/14/2021
SECTION 042000 - UNIT MASONRY	12/14/2021
SECTION 042200 - CONCRETE UNIT MASONRY	12/14/2021
SECTION 047300 - MANFACTURED STONE VENNER	12/14/2021
SECTION 054000 - COLD-FORMED METAL FRAMING	3/11/2022
SECTION 054300 - SLOTTED CHANNEL FRAMING	12/14/2021
SECTION 055000 - METAL FABRICATIONS	12/14/2021
SECTION 055213 - PIPE AND TUBE RAILINGS	12/14/2021
SECTION 061000 - ROUGH CARPENTRY	12/14/2021
SECTION 061600 - SHEATHING	12/14/2021
SECTION 062000 - FINISH CARPENTRY	12/14/2021
SECTION 062023 - INTERIOR FINISH CARPENTRY	12/14/2021
SECTION 064100 - ARCHITECTURAL WOOD CASEWORK	12/14/2021
SECTION 064116 - PLASTIC-LAMINATE-CLAD ARCHITECTURAL CABINETS	3/11/2022
SECTION 066310 - PLASTIC FABRICATED BENCHES	12/14/2021
SECTION 068316 - FIBER GLASS REINFORCED PLASTIC (FRP) PANELS	12/14/2021
SECTION 071326 - SELF-ADHERING SHEET WATERPROOFING	12/14/2021
SECTION 071354 - THERMOPLASTIC SHEET WATERPROOFING	12/14/2021
SECTION 072100 - THERMAL INSULATION	12/14/2021
SECTION 072119 - FOAMED-IN-PLACE INSULATION	12/14/2021
SECTION 072400 – EXTERIOR INSULATION AND FINISH SYSTEM (EIFS)	3/11/2022
SECTION 072726 - FLUID-APPLIED MEMBRANE AIR BARRIERS	12/14/2021
SECTION 074293 - SOFFIT PANELS	12/14/2021
SECTION 074643 - COMPOSITE CLADDING	3/11/2022
SECTION 075419 - POLYVINYL-CHLORIDE (PVC) ROOFING	12/14/2021
SECTION 075423 - THERMOPLASTIC-POLYOLEFIN (TPO) ROOFING	3/11/2022
SECTION 076200 - SHEET METAL FLASHING AND TRIM	12/14/2021
SECTION 077100 - ROOF SPECIALTIES	12/14/2021
SECTION 077129 - MANUFACTURED ROOF EXPANSION JOINTS	12/14/2021
SECTION 077200 - ROOF ACCESSORIES	12/14/2021
SECTION 079200 - JOINT SEALANTS	12/14/2021
SECTION 079513.13 - INTERIOR EXPANSION JOINT COVER ASSEMBLIES	12/14/2021
SECTION 079513.16 - EXTERIOR EXPANSION JOINT COVER ASSEMBLIES	12/14/2021
SECTION 081113 - HOLLOW METAL DOORS AND FRAMES	12/14/2021
SECTION 081416 - FLUSH WOOD DOORS	12/14/2021
SECTION 083100 - ACCESS DOORS AND PANELS	12/14/2021
SECTION 083113 - ACCESS DOORS AND FRAMES	12/14/2021
SECTION 083315 - COILING WOOD COUNTER DOORS	12/14/2021
SECTION 084113 - ALUMINUM-FRAMED ENTRANCES AND STOREFRONTS	12/14/2021

EXHIBIT B
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AE613 EXTERIOR GLAZING ELEVATIONS	3/11/2022
AE614 INTERIOR GLAZING ELEVATIONS	3/11/2022
AE615 EXTERIOR WINDOW DETAILS	3/11/2022
AE616 INTERIOR WINDOW DETAILS	3/11/2022
I-001 INTERIOR FINISH SCHEDULE & ABBREVIATIONS	3/11/2022
I-002 INTERIOR FINISH MATERIAL SCHEDULE	3/11/2022
I-003 INTERIOR DETAILS- THRESHOLDS	3/11/2022
I-004 MILLWORK DETAILS	3/11/2022
I-005 LOCKER ROOM MILLWORK DETAILS	3/11/2022
I-006 MILLWORK DETAILS	3/11/2022
I-007 MILLWORK DETAILS	3/11/2022
I-008 MILLWORK DETAILS	3/11/2022
I-09 COFFEE BAR DETAILS, MILLWORK DETAILS	3/11/2022
I-011 TECTUM AND ACOUSTIC PANEL PATTERNS	3/11/2022
IN-102 INTERIOR FINISH PLAN SECTOR A	3/11/2022
IN-103 INTERIOR FINISH PLAN SECTOR B	3/11/2022
IN-104 INTERIOR FINISH PLAN SECTOR C ADD-ALT1	3/11/2022
IG101 GROUND FLOOR SIGNAGE PLAN SECTOR A	3/11/2022
IG102 GROUND FLOOR SIGNAGE PLAN SECTOR B	3/11/2022
IG103 GROUND FLOOR SIGNAGE PLAN SECTOR C ALT. NO 1	3/11/2022
IG500 SIGNAGE DETAILS & MOUNTING HEIGHTS	3/11/2022
IG600 SIGNAGE SCHEDULE	3/11/2022
F-001 FIRE PROTECTION LEGEND & ABBREVIATIONS	3/11/2022
F-101 FIRE PROTECTION PLAN - SECTOR A	3/11/2022
F-102 FIRE PROTECTION PLAN - SECTOR B	3/11/2022
F-401 ENLARGED FIRE PROTECTION PLANS AND SECTIONS	3/11/2022
F-601 FIRE ALARM INPUT/OUTPUT MATRIX	3/11/2022
F-701 FIRE ALARM RISER DIAGRAM	3/11/2022
F-103 FIRE PROTECTION PLAN - ALTERNATE #7	3/11/2022
P-001 LEGEND AND ABBREVIATIONS	3/11/2022
P-101 PARTIAL UNDER SLAB PLAN - SECTOR A	3/11/2022
P-102 PARTIAL UNDER SLAB PLAN - SECTOR B	3/11/2022
P-103 PARTIAL FLOOR PLAN - SECTOR A	3/11/2022
P-104 PARTIAL FLOOR PLAN - SECTOR B	3/11/2022
P-105 PARTIAL ROOF PLAN - SECTOR A	3/11/2022
P-106 PARTIAL ROOF PLAN - SECTOR B	3/11/2022
P-107 PARTIAL UNDER SLAB PLAN AND GROUND FLOOR PLAN- ALTE	3/11/2022
P-108 PARTIAL ROOF PLAN - ALTERNATE 7	3/11/2022
P-401 ENLARGED FLOOR PLANS	3/11/2022
P-402 ENLARGED FLOOR PLANS	3/11/2022

EXHIBIT B
GMP AMENDMENT NO. 5

P-501 DETAILS	3/11/2022
P-601 SCHEDULES	3/11/2022
M-001 LEGEND & ABBREVIATIONS	3/11/2022
MH101 MECHANICAL HVAC	3/11/2022
MH102 MECHANICAL HVAC	3/11/2022
MH103 MECHANICAL HVAC ALTERNATE-07	3/11/2022
MR101 MECHANICAL ROOF	3/11/2022
MR102 MECHANICAL ROOF	3/11/2022
MP101 MECHANICAL PIPING	3/11/2022
MP102 MECHANICAL PIPING	3/11/2022
M-301 SECTIONS	3/11/2022
M-501 DETAILS	3/11/2022
M-601 NATURAL GAS FLOW DIAGRAM	3/11/2022
M-701 SCHEDULES	3/11/2022
M-702 SCHEDULES	3/11/2022
M-703 SCHEDULES ALTERNATE-07	3/11/2022
M-801 CONTROLS	3/11/2022
M-802 CONTROLS	3/11/2022
M-803 CONTROLS	3/11/2022
M-804 CONTROLS	3/11/2022
E-001 LEGEND, ABBREVIATIONS, & MOUNTING HEIGHT DETAIL	3/11/2022
ES101 ELECTRICAL SITE PLAN	3/11/2022
ES501 ELECTRICAL POWER DETAILS	3/11/2022
EG101 ELECTRICAL GROUNDING SECTOR A - ALTERNATE 8	3/11/2022
EG102 ELECTRICAL GROUNDING SECTOR B - ALTERNATE 8	3/11/2022
EG103 LIGHTNING PROTECTION SECTOR A - ALTERNATE 8	3/11/2022
EG104 LIGHTNING PROTECTION SECTOR B - ALTERNATE 8	3/11/2022
EG501 ELECTRICAL GROUNDING DETAIL - ALTERNATE 8	3/11/2022
EG502 ELECTRICAL GROUNDING DETAIL - ALTERNATE 8	3/11/2022
EP101 ELECTRICAL INTERIOR POWER PLAN	3/11/2022
EP102 ELECTRICAL INTERIOR POWER PLAN	3/11/2022
EP103 ELECTRICAL VAV POWER PLAN	3/11/2022
EP104 ELECTRICAL VAV POWER PLAN	3/11/2022
EP105 ELECTRICAL ROOF POWER PLAN	3/11/2022
EP106 ELECTRICAL ROOF POWER PLAN	3/11/2022
EP401 ELECTRICAL ENLARGED PLANS	3/11/2022
EP601 ELECTRICAL POWER ONE-LINE DIAGRAMS	3/11/2022
EP701 PANEL SCHEDULES	3/11/2022
EP702 PANEL SCHEDULES	3/11/2022
EP703 PANEL SCHEDULES	3/11/2022
EL101 ELECTRICAL INTERIOR LIGHTING PLAN	3/11/2022
EL102 ELECTRICAL INTERIOR LIGHTING PLAN	3/11/2022
EL701 ELECTRICAL LIGHTING FIXTURE SCHEDULE	3/11/2022
ET101 TELECOMMUNICATION & SECURITY PLAN - SECTOR A	3/11/2022
ET102 TELECOMMUNICATION & SECURITY PLAN - SECTOR B	3/11/2022
ET103 PUBLIC ADDRESS SYSTEM PLAN - SECTOR A	3/11/2022
ET104 PUBLIC ADDRESS SYSTEM PLAN - SECTOR B	3/11/2022

EXHIBIT B
GMP AMENDMENT NO. 5

ET501 TELECOM & SECURITY DETAILS & DIAGRAMS	3/11/2022
ET502 ACCESS CONTROL SYSTEM (ACS) DETAILS	3/11/2022
ET503 CCTV, IDS & ACS RISER DIAGRAMS	3/11/2022
ET600 TELECOMMUNICATIONS RISER DIAGRAM NOTES	3/11/2022
ET601 TELECOMMUNICATIONS RISER DIAGRAM	3/11/2022
ET602 TELECOMMUNICATIONS RISER DIAGRAM	3/11/2022
ET603 TELECOMMUNICATIONS RISER DIAGRAM	3/11/2022
PL100 OVERALL AQUATIC PLAN	3/11/2022
PL101 GENERAL DETAILS AND SCHEDULES	3/11/2022
PL110 POOL A - WELLNESS POOL PLAN	3/11/2022
PL111 POOL A - WELLNESS POOL DIMENSION PLAN	3/11/2022
PL112 POOL A - WELLNESS POOL SECTIONS	3/11/2022
PL113 POOL A - WELLNESS POOL DETAILS	3/11/2022
PL200 STRUCTURAL NOTES, PLAN(S) AND SCHEDULE	3/11/2022
PL210 STRUCTURAL GENERAL DETAILS	3/11/2022
PL211 STRUCTURAL WALL DETAILS	3/11/2022
PL301 PIPING DETAILS	3/11/2022
PL400 MECHANICAL EQUIPMENT PLAN	3/11/2022
PL401 MECHANICAL DETAILS	3/11/2022
PL402 MECHANICAL DETAILS	3/11/2022
PL403 MECHANICAL DETAILS	3/11/2022
PL404 DEFENDER DETAILS	3/11/2022
PL500 MECHANICAL SCHEMATIC	3/11/2022
PL501 POOL A ELECTRICAL SCHEMATIC	3/11/2022

LIST OF ADDENDA

No. 1	CM Addendum 1	04/08/2022
No. 2	CM Addendum 2	04/14/2022
No. 3	CM Addendum 3	04/15/2022

EXHIBIT C
GMP AMENDMENT NO. 5

LIST OF ALLOWANCES

- **No allowances included in this GMP Amendment**

EXHIBIT D
GMP AMENDMENT NO. 5

Assumptions

1. No assumptions

EXHIBIT E
GMP AMENDMENT NO. 5

GMP Summary

Norman Senior Center			
Bid Package # 3			
Bid Tab			
Norman Senior Center		**GMP 5**	**Subcontractor**
SF:	**31,180**		
Date:	**6/6/2022**		
BP#	**Description**		**Subcontractor**
7B	Joint Sealants	22,965	Bone Dry
7D	EIFS	44,180	
9B	Flooring & Wall Tile	249,765	Bryan's
10A	Specialties	56,773	Czarniecki
10D	Operable Partitions	32,896	Best
	Subtotal Direct Costs	406,579	
	Construction Contingency		
	General Conditions		
	Project Requirements		
	Insurance	**2,236**	
	Construction Phase Fee	**14,922**	
	Construction Total	**423,737**	

EXHIBIT E
GMP AMENDMENT NO. 5

Bid Tab

Trade Contract Identification
7B Joint Sealants

Trade Contractor - Bid Summary

Contractor:	Bone Dry				
Base Bid:	$ 22,965				
Alt 7	$ 1,200				
Total:	$ 22,965	$ -	$ -	$ -	$ -

Crossland Construction Recommendation

Recommended Trade Contractor	
BASE BID :	Bone Dry
TOTAL ALT:	

Contractor:	Bryan's				
Base Bid:	$ 249,765				
Alt 7	$ 86,600				
Alt 13	$ 29,900				
Alt 14	4800				
Total:	$ 371,065	$ -	$ -	$ -	$ -

Crossland Construction Recommendation

Recommended Trade Contractor	
BASE BID :	Bryan's
TOTAL ALT:	

EXHIBIT E
GMP AMENDMENT NO. 5

Bid Tab

Contractor:	Czarneiecki				
Base Bid:	$ 56,773				
Alt 1					
Alt 2					
Alt 3					
Alt 4					
Alt 5					
Alt 6					
Alt 7					
Alt 8					
Total:	$ 56,773	$ -	$ -	$ -	$ -

Crossland Construction Recommendation

Recommended Trade Contractor	
BASE BID :	Czarneiecki
TOTAL ALT:	

Contractor:	Best Companies				
Base Bid:	$ 32,896				
Alt 1					
Alt 2					
Alt 3					
Alt 4					
Alt 5					
Alt 6					
Alt 7					
Alt 8					
Total:	$ 32,896	$ -	$ -	$ -	$ -

Crossland Construction Recommendation

Recommended Trade Contractor	
BASE BID :	Best Companies
TOTAL ALT:	

EXHIBIT F
GMP AMENDMENT NO.5

SUBSTANTIAL COMPLETION

N/A. Substantial Completion date and information will be provided and finalized in a future GMP Amendment.

EXHIBIT G
GMP AMENDMENT NO. 5

ACCEPTANCE PERIOD

1. Acceptance of GMP No. 5 is required on or before June 14th, 2022

2. Should the pricing and terms of the GMP Amendment No. 5 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 5 will be null and void and the work will be re-advertised and re-bid.

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-127: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CUSTARD FACTORY, INC., IN THE AMOUNT OF $100.00 PER YEAR ALLOWING PLACEMENT OF STRING LIGHTS AND POLES WITHIN THE PUBLIC RIGHT-OF-WAY.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Elisabeth Muckala, Assistant City Attorney

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-127: A REVOCABLE RIGHT-OF-WAY LICENSE AND AGREEMENT BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CUSTARD FACTORY, INC., IN THE AMOUNT OF $100.00 PER YEAR ALLOWING PLACEMENT OF STRING LIGHTS AND POLES WITHIN THE PUBLIC RIGHT-OF-WAY.

BACKGROUND:

Norman business Rusty's Frozen Custard, located at 301 W. Main Street in Norman, wishes to install three poles supporting suspended LED string lights over the sidewalk, which is within the public right-of-way, directly adjacent to its business location and overhanging the licensed Sidewalk Café area already in place. The business, registered legally as The Custard Factory, Inc. with the Oklahoma Secretary of State, has worked directly with David Riesland, Norman Public Works Transportation Engineer, to ensure its design complies with Norman Code, including necessary ADA clearance standards. The design has been approved by Public Works, and the agreement has further been reviewed and approved by the Director of Planning and Community Development, and is hereby presented for approval by City Council.

DISCUSSION:

This proposed revocable license agreement would allow the placement of three poles, to support an aerial LED string light configuration as set forth in the Exhibits attached to the Agreement, within the public right-of-way directly abutting the 301 W. Main St., where Rusty's Frozen Custard is located. The revocable license agreement provides that the applicant will pay rental of $100.00 to the City of Norman annually and that either party may terminate the license agreement upon thirty (30) days' notice. Upon termination, the revocable license agreement requires that the applicant complete construction or otherwise return the affected right-of-way to its original condition.

The Agreement provides for indemnification and requires that the applicant carry applicable insurances protecting the City as an additional insured. Additionally, as the applicant is the renter of the space, the Agreement verifies that the applicant is responsible for ensuring the landlord's approval and support for all contemplated improvements. Applicant's failure to do this in any case constitutes a breach of the agreement, allowing termination by the City.

The annual rental payment of $100.00 will be receipted into revenue account Reimbursements-Other City Expense (10-364229) when received.

RECOMMENDATION:

Based on the above information, staff recommends approval of K-2122-127, a Revocable Right-of-Way License and Agreement with The Custard Factory, Inc., allowing placement of poles and LED lights within the public right-of-way directly adjacent to property located at 301 W. Main Street.

REVOCABLE LICENSE AND AGREEMENT

THIS REVOCABLE LICENSE AND AGREEMENT ("License") is hereby issued as of the _____ day of _____, 2022, by THE CITY OF NORMAN, OKLAHOMA, A Municipal Corporation, ("City"), to The Custard Factory, Inc. ("Licensee").

WITNESSETH, the parties hereto, for the consideration hereinafter expressed, covenant and agree as follows:

1. City hereby permits Licensee, subject to the rights and easements hereinafter excepted and reserved and upon the terms and conditions hereinafter set forth, to use the following described land situated in Norman, Cleveland County, State of Oklahoma, as exhibited and described on the attached Exhibit A made a part hereof ("Premises"), for a term beginning on _____, 2022 and ending when this License shall be terminated as hereafter provided. This License is issued solely for the purpose of the installation and maintenance of three nine-foot-tall posts attaching to a strand of LED lights that then attach variously to the façade of adjacent structure located at 301 W. Main Street in a "zig zag" pattern, as demonstrated in Exhibit A the additional documents attached collectively as Exhibit B, which shall be fully removable (collectively the "Licensed Improvements"). The Licensee may not make any improvements on the Premises that are unrelated to or not necessitated by the Licensed Improvements, and the Licensed Improvements are only permitted to the extent they are compliant with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law. The Licensee may not use the Premises for any other purpose under the terms of this License and Agreement.

2. City hereby excepts and reserves the right, to be exercised by City and by any others who have obtained or may obtain permission or authority from City so to do, (a) to operate, maintain, renew and relocate any and all existing utilities, pipe, power, and communication lines and appurtenances and other facilities of like character upon, over, or under the surface of the Premises; and (b) from time to time to construct, operate, maintain, renew and relocate such additional facilities of the same character. City shall incur no liability to Licensee for any damages to the Licensed Improvements or the Premises that may occur during the operation, maintenance, renewal, relocation of any or all existing utilities, pipes, power or communication lines, appurtenances, or facilities, and in all instances it shall remain the responsibility of Licensee to ensure that the Licensed Improvements remain complaint with the applicable Code of Ordinances for the City of Norman, Oklahoma and federal law, except that the Licensed Improvements may expressly include the use of LED string lights of a type substantially conforming to that demonstrated in the attached Exhibit C.

3. Licensee shall pay to City for the use of the Premises as follows: ONE HUNDRED and 00/100 Dollars ($100.00) per year payable in advance without demand. This fee is due and owing on or before the date this License is issued and thereafter shall be payable on or before the first day of each annual anniversary of such date thereafter. If the fee remains unpaid for thirty days after payment is due, the penalty shall be equal to 10% of the annual amount due for each month that the fee remains unpaid. Upon termination by either party pursuant to this agreement, any non-vested portion of the annual fee paid in advance by Licensee will be refunded, on a pro-rata basis, to Licensee by City.

4. Licensee shall use the Premises exclusively for the Licensed Improvements. Prior to installation of any item comprising the Licensed Improvements (or prior to any subsequent repairs to the same), sufficient information, plans and/or drawings must be submitted to and approved by the

City of Norman Public Works Department. Any deviation from the approved plans may be grounds for revocation of this License.

5. Licensee shall allow City to enter upon the Premises at reasonable times for the purpose of inspection. Should Licensee not comply fully with the above-stated obligations of this section, notwithstanding anything contained in the termination for cause section hereof, City may, at its option, terminate this License by serving five (5) days' notice of termination upon Licensee; but any waiver by City of any breach of Licensee's obligations shall not constitute a waiver of the right to terminate this Lease for any subsequent or continued breach which may occur, or to enforce any other provision of this License. Upon termination, Licensee shall be governed by Sections 15 and 16 of this License regarding Licensee's surrender of possession of the Premises. Any termination of the License herein will not serve to terminate any other obligations by Licensee under this Agreement.

7. Licensee shall keep and maintain the Premises and Licensed Improvements in such safe, sanitary and sightly condition as shall be satisfactory to City. If Licensee fails or refuses within fifteen (15) days after receipt of any request by City so to do, City may, at its option, perform such work, and in such event, Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred.

8. In using the Premises, and in constructing, maintaining, operating and using the Licensed Improvements thereon, Licensee shall comply with any and all requirements imposed by federal or state statutes, or by ordinances, orders, or regulations of any governmental body having jurisdiction thereover, except as may otherwise be set forth herein. Licensee shall promptly pay and discharge any and all liens arising out of any construction, alteration or repair work done, or suffered or permitted to be done, by Licensee on the Premises, and City is hereby authorized to post any notices or take any other action with respect to the Premises that is or may be permitted by law to prevent the attachment of any such liens to the Premises; provided, however, that failure of City to take any such action shall not relieve Licensee of any obligation or liability under this or any other paragraph hereof.

9. Licensee shall indemnify, defend and hold harmless City against all actions or causes of action, claims, liability, loss, cost, damage or expense, or whatever kind and nature, including but not limited to those arising under the Federal Employer's Liability Act, or under any Workers' Compensation Act, and any amendment to said Acts now or hereafter in effect, including attorney fees and other expenses of litigation, and including any suit instituted to enforce the obligations of this provision, which City may sustain or incur, or for which it may become liable, by reason of use of, damage to or destruction of property, including the loss of use thereof and lost profits, or by reason of injuries, including death, to any person or persons including, but not limited to, the person or property of the parties hereto and their employees (hereafter "Loss and Damage"):

(1) Arising out of, or directly or indirectly due to, any failure by Licensee to satisfy, promptly and faithfully, its obligations under this License;

(2) Arising out of, or directly or indirectly due to, any accident or other occurrence whatsoever causing injury, including death, to any person or persons or damage to or destruction of any property, including the loss of use thereof and lost profits, resulting from the use, occupancy or condition of the Premises and Improvements by Licensee, its employees, invitees and licensees; and

(3) Arising out of any mechanic's lien or other lien, tax, assessment or charge of any and every nature that may at any time be established against the Premises or the Improvements, or any part thereof, as a consequence, direct or indirect, of the existence of Licensee's interest under this License.

No settlement by Licensee for Loss and Damage shall affect City's right to indemnity, contribution or defense under this agreement.

Upon written notice from City, Licensee agrees to assume the defense of any lawsuit, administrative action or other proceeding brought against City by any public body, individual, partnership, corporation, or other legal entity, relating to any matter covered by this License for which Licensee has an obligation to assume liability for and/or to save and hold harmless the City. Licensee shall pay the entire costs incident to such defense, including, but not limited to, attorneys' fees, investigators' fees, litigation expenses, settlement payments, and amounts paid in satisfaction of judgments. Any and all lawsuits or administrative actions brought or threatened on any theory of relief available at law, in equity or under the rules of any administrative agency shall be covered by this Section, including, but not limited to, the theories of intentional misconduct, negligence, breach of statute or ordinance, or upon any theory created by statute or ordinance, state or federal.

10. Neither Licensee, nor the heirs, legal representatives, successors or assigns of Licensee, nor any subsequent assignee, shall assign or transfer this Revocable License and Agreement or any interest herein, without the written consent and approval in each instance of City.

11. In case of the eviction of Licensee by anyone owning or claiming title to or any interest in the Premises, City shall not be liable to Licensee for any damage of any nature whatsoever, or to refund any fee paid hereunder, except the proportionate part of any fee paid in advance.

12. If any fee shall be due and unpaid, or if default shall be made in any of the covenants or agreements of Licensee herein contained, or in the case of any assignment or transfer of this License by operation of law, City may, at its option, terminate this License by serving five (5) days' notice in writing upon Licensee; but any waiver by City of any default or defaults shall not constitute a waiver of the right to terminate this License for any subsequent default or defaults.

13. This License may be terminated for any reason at any time by either party by serving thirty (30) days' written notice of termination upon the other party, stating therein the date that such termination shall take place, and upon the expiration of the time specified in such notice, this License and all rights of Licensee hereunder shall absolutely cease and terminate.

14. Any notice to be given by City to Licensee hereunder shall be deemed to be properly served if deposited in the United States mail, postage prepaid, addressed to Licensee at, Russell Rasmussen, President, The Custard Factory, Inc., 301 W. Main Street, Norman OK 73069. Any notice to be given hereunder by Licensee to City shall be deemed to be properly served if the same be deposited in the United States mail, postage prepaid addressed to: The Office of the City Clerk, P.O. Box 370, Norman, Oklahoma 73070.

15. Upon the termination of this License in any manner herein provided, Licensee shall forthwith surrender to City the possession of the Premises and shall, at its own cost, remove the Licensed Improvements and shall complete construction or otherwise restore the structures to which

the Licensed Improvements were attached in conformance with applicable approvals and code provisions. In the case Licensee shall fail within thirty (30) days after the date of such termination to perform such construction or restoration, then City may, at its election to be exercised within thirty (30) days thereafter, remove the Licensed Improvements and perform such construction or restoration in conformance with applicable approvals and code provisions, and in such event Licensee shall, within thirty (30) days after the rendition of bill therefore, reimburse City for the cost so incurred. If the Licensee fails to remove the Licensed Improvements, and the City is required to remove the Licensed Improvements, the City may take and hold the Licensed Improvements as its sole property.

16. If Licensee fails to surrender to City the Premises, upon any termination of this License, all the liabilities and obligations of Licensee hereunder shall continue in effect until the Premises are surrendered; and no termination hereof shall release Licensee from any liability or obligation hereunder, whether of indemnity or otherwise, resulting from any acts, omissions or events happening prior to the date of termination or the date, if later, when the Improvements are removed and the Premises restored or City elects to take and hold the Improvements as its sole property as hereinabove in Paragraph 15 provided.

17. Upon termination of this License by the City, Licensee further agrees and covenants that it will, at its own cost, perform any construction or restoration in conformance with the applicable Code of Ordinances of the City of Norman.

18. Licensee shall maintain commercial general liability insurance and Workers' Compensation Insurance (as applicable) and shall provide the City with evidence thereof, such evidence to be continually updated by Licensee upon renewal. Any commercial general liability policy shall have minimum limits of Two Million Dollars ($2,000,000.00) per occurrence, and no less than Two Hundred and Fifty Thousand Dollars ($250,000.00) in coverage for damages to the property, including the Premises and Licensed Improvements. Said policy shall name the City of Norman as an additional insured for the purposes of the Premises and Licensed Improvements.

19. Licensee hereby covenants and assures the City that Licensee has obtained all necessary approvals from any third party for installation and maintenance of the Licensed Improvements, and to enter into the License and Agreement terms as set forth herein. To the extent Licensee has failed to do so, or is subject to any such claim, Licensee shall defend, indemnify and hold harmless the City in conformance with that language set forth in Paragraph 9.

20. All the covenants and agreements of Licensee herein contained shall be binding upon the heirs, legal representatives, successors and assigns of Licensee and shall inure to the benefit of the successors and assigns of City.

IN WITNESS WHEREOF, this License has been duly executed in duplicate by the parties hereto as of the date and year first above written.

LICENSEE:
The Custard Factory, Inc.

By: _____
Russell Rasmussen, President and Sole Shareholder

LISA SELLARS NOTARY PUBLIC # 22001690 EXP. 02/07/26 STATE OF OKLAHOMA

STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 9 day of June, 2022, personally appeared Russel Rasmussen, known to me known to be the President and Sole Shareholder of The Custard Factory, Inc. executed the same License and Agreement as his free and voluntary act.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 2-7-2026 Notary Public:
Lisa Sellars

CITY:

APPROVED by the Norman City Council this _____ day of _____, 2022.

By: _____
MAYOR

ATTEST:

_____
City Clerk

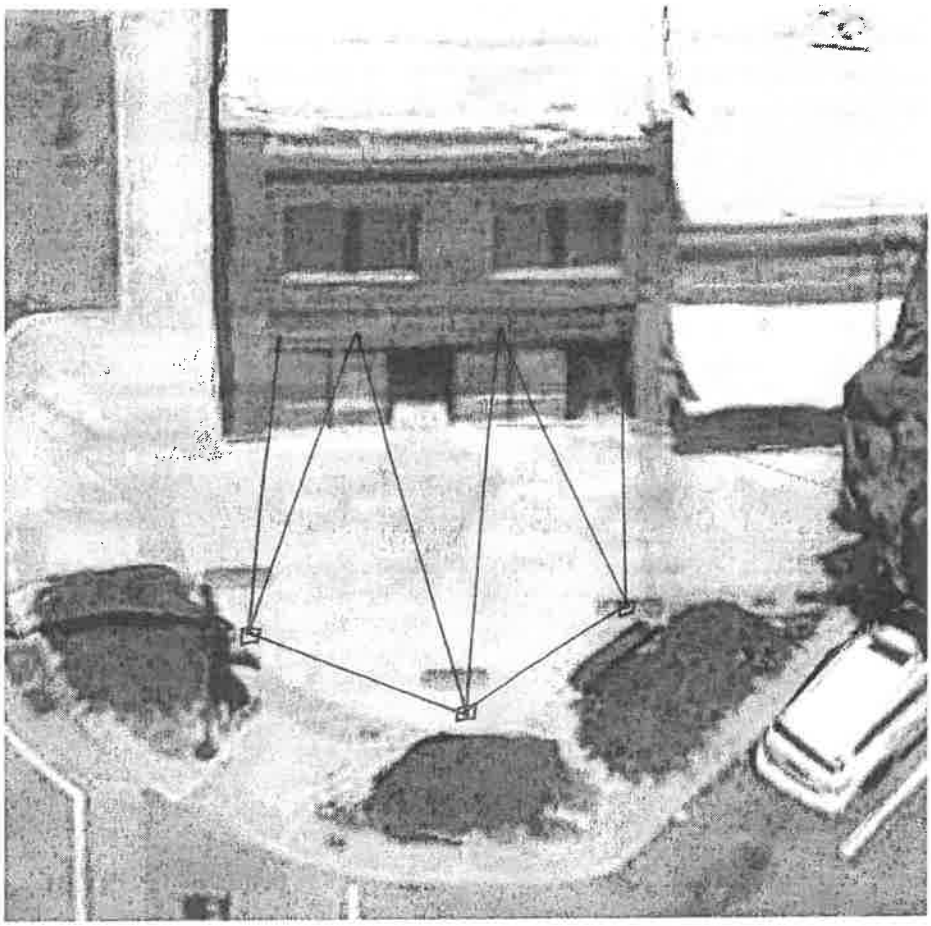
APPROVED as to legality and form this 14 day of June, 2022.

Elisabeth Muckala
City Attorney

Custard Factory

RE: Request for Approval
Property/Location: 301 E Main
Account #23886 Parcel ID #: NC29AAAOT 22 1001

The posts are 9 feet in height. The lowest individual light is 8 feet 3 inches off the ground. These lights are strung using 3/32 inch cable with double cable locks, s-hooks and turnbuckles for tension. The cables are mounted to the facing of the building using 3in eye bolts screwed in at a 45 degree angle. All this will minimize sagging and allow for weather resistance. The highest point of the install is 11 feet at the building face.



The City of Norman
201 West Grey Street
Norman, Oklahoma 73069

5/16/2022

RE: Request for Approval
Property/Location: 301 E Main
Account #23886 Parcel ID #: NC29AAAOT 22 1001

This is an official request for the written permission for the continued placement of 3 manufactured steel post on the property listed above for the purpose of Place Making and safety in Downtown Norman. These posts are used to add patio lights to the address listed above. These post are manufactured and installed by Weibee Steel Company, Inc. (Attachment A). These exact posts have been used for other patio projects within the City of Norman. The commercial patio lights are purchased by JASCO (Attachment B).

The posts are 9 feet in height. The lowest individual light is 8 feet 3 inches off the ground. These lights are strung using 3/32 inch cable with s-hooks and turnbuckles to minimize sagging and allow for weather resistance. The highest point of the install is 11 feet at the building face.

ALL three posts are placed within the current patio dining permitted area held by Rusty's Custard Factory and approved by the City of Norman. NONE of the three posts are placed in the public right-of-way. These posts have been in place for the Norman Music Fest, Norman Pride Weekend and Norman Second Friday Art Walk. They are not an obstruction or impediment to the flow of traffic, which would constitute a public nuisance. Because these posts are not a structure, obstruction or impediment, I do not believe it is possible they could be a public nuisance. Rather, I suspect most people would say the additional lighting is a positive, attractive feature.

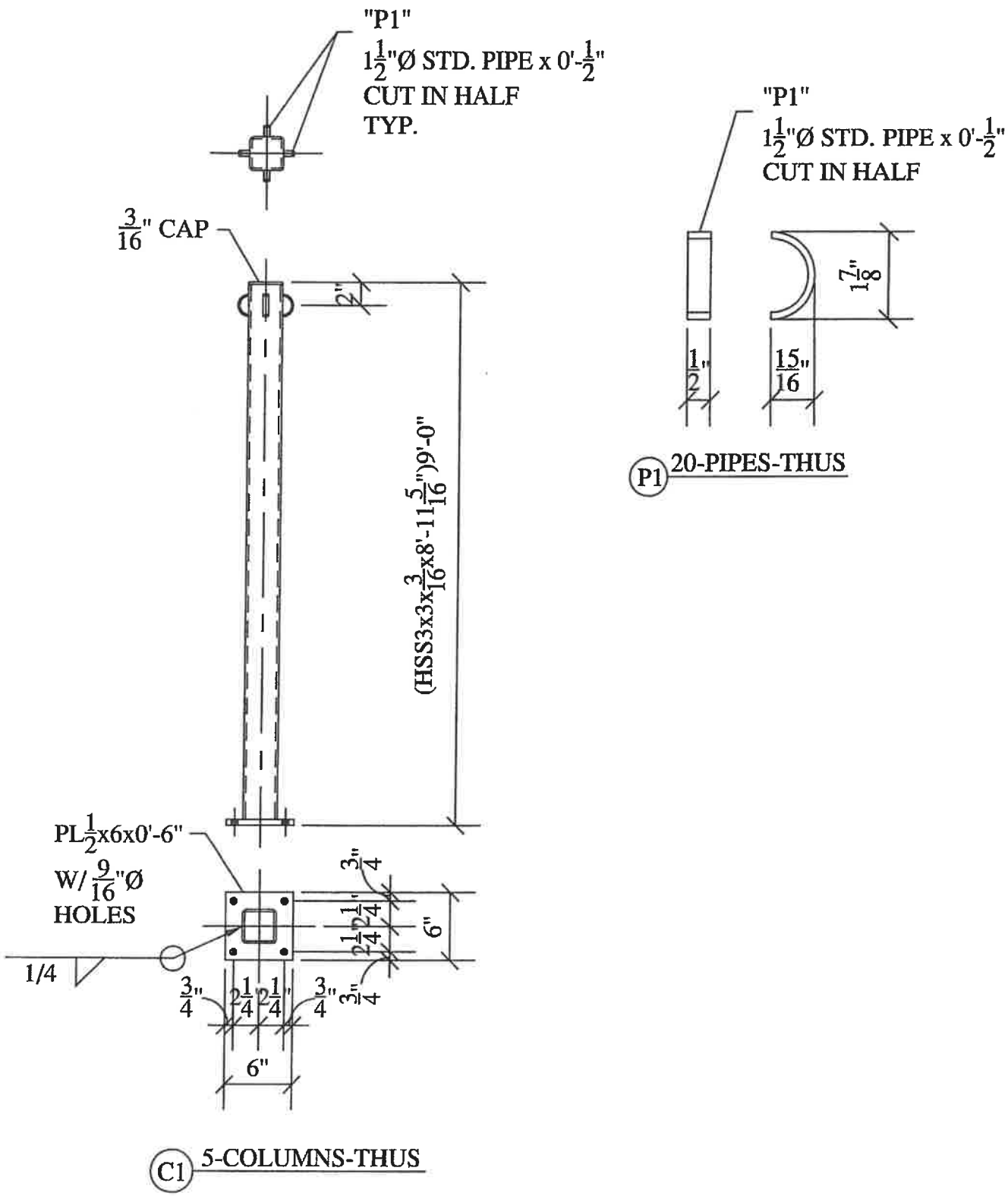
I request a temporary relief of the 10 day demand letter while a formal request is processed by the City of Norman Public Works Department. Thank you for supporting the continued growth of Norman's local small businesses and the Downtown Business District.

Sincerely,

Rusty Rasmussen
Owner – Rusty's Custard Factory

EXHIBIT
tabbies
B

Attachment A



P1 20-PIPES-THUS

C1 5-COLUMNS-THUS

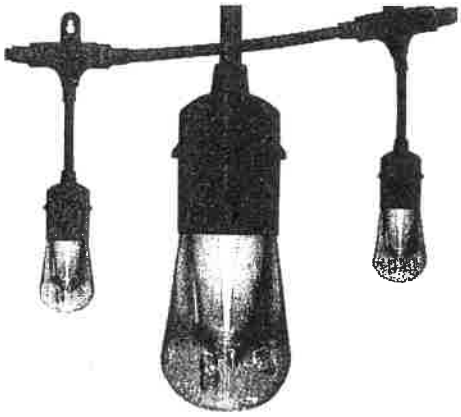
DATE:	DRAWN BY:	JOB NAME:		
29 JUNE	RYAN		WEIBEE STEEL INC.	
DRAWING NUMBER:	REVISED:		NORMAN OKLAHOMA	
1/1			405-360-7055	
			GENERAL CONTRACTOR:	

Attachment B

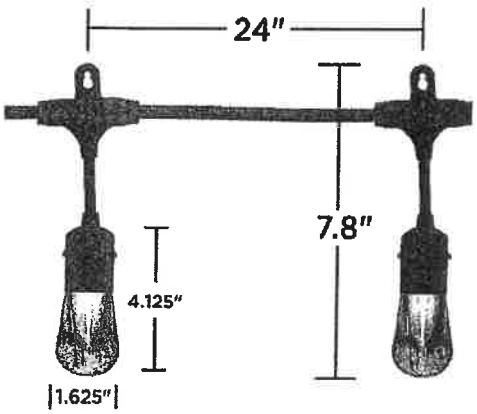
66898 PRODUCT SPECIFICATIONS JASCO

Vintage LED Cafe Lights, 24ft., 12 Bulbs

JASCO PRO™ SERIES







Specifications

Length of fixture: 24' **Nominal wattage:** 12
Voltage: 120 **Hertz:** 60 **Color Temperature:** 2200K
Max linkable: 750ft **Lifetime:** 50,000 hours
Warranty: Limited-lifetime warranty

Design Features

- Lifetime LED – JascoPro™ Series café lights are designed with premium long-life, cool to the touch and energy-efficient LEDs, which means no bulbs to replace
- 12 commercial grade, impact resistant acrylic Edison-style bulbs won't break if dropped, stepped on or blown around in the wind
- Weatherproof – Heavy duty 18/3 SJTW cord withstands up to 221°F outdoor temperature for year-around usage. Designed for permanent installation and to withstand year-round exposure to the elements
- Flexible mounting options – Mount on a flat surface or hang from above (mounting hardware not included)
- Linkable up to 750 feet – End-to-end connections; link multiple sets to achieve the perfect length for any installation
- UL listed, FCC certified

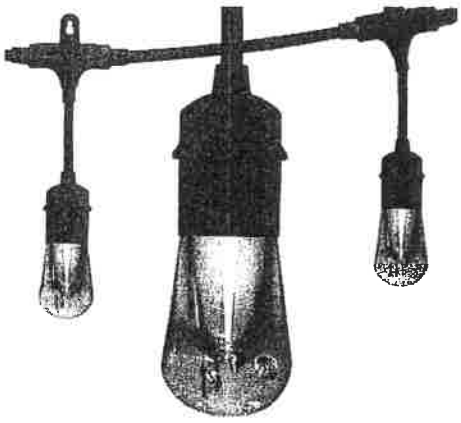
Additional Installation Information

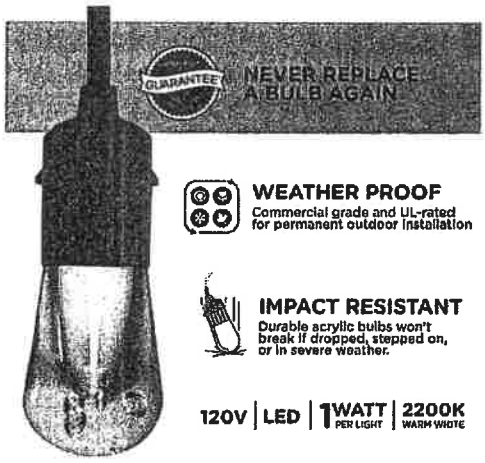
- When installing Café Lights outside, a Ground Fault Circuit Interrupter (GFCI) receptacle should be used. Before installing, plug the Café Lights into the GFCI receptacle to ensure all lights work properly.
- Only mount Café Lights to a solid support structure such as joists, beams, studs or other solid mounting surfaces.
- Guide wires in compliance with local electrical and building codes may also be used to support Café Lights.
- When finished mounting, place the female receptacle cover firmly over the unused outlet and plug the male plug into the GFCI receptacle.

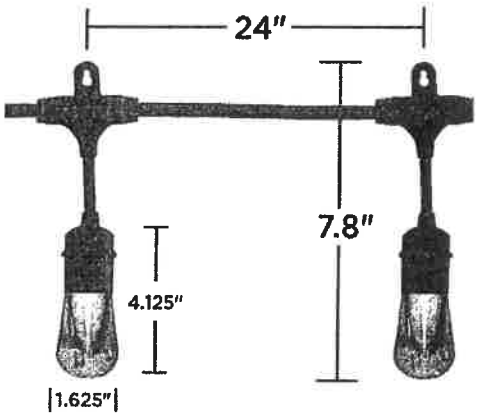
EXHIBIT C tabbies

Vintage LED Cafe Lights, 48ft., 24 Bulbs

JASCO PRO SERIES







Specifications

Length of fixture: 48' **Nominal wattage:** 24
Voltage: 120 **Hertz:** 60 **Color Temperature:** 2200K
Max linkable: 750ft **Lifetime:** 50,000 hours
Warranty: Limited-lifetime warranty

Design Features

- Lifetime LED – JascoPro™ Series café lights are designed with premium long-life, cool to the touch and energy-efficient LEDs, which means no bulbs to replace
- 24 commercial grade, impact resistant acrylic Edison-style bulbs won't break if dropped, stepped on or blown around in the wind
- Weatherproof – Heavy duty 18/3 SJTW cord withstands up to 221°F outdoor temperature for year-around usage. Designed for permanent installation and to withstand year-round exposure to the elements
- Flexible mounting options – Mount on a flat surface or hang from above (mounting hardware not included)
- Linkable up to 750 feet – End-to-end connections; link multiple sets to achieve the perfect length for any installation
- UL listed, FCC certified

Additional Installation Information

- When installing Café Lights outside, a Ground Fault Circuit Interrupter (GFCI) receptacle should be used. Before installing, plug the Café Lights into the GFCI receptacle to ensure all lights work properly.
- Only mount Café Lights to a solid support structure such as joists, beams, studs or other solid mounting surfaces.
- Guide wires in compliance with local electrical and building codes may also be used to support Café Lights.
- When finished mounting, place the female receptacle cover firmly over the unused outlet and plug the male plug into the GFCI receptacle.

File Attachments for Item:

12. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-131: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) D/B/A EMBARK TO PROVIDE TRANSIT SERVICES FOR THE CITY OF NORMAN FROM JULY 1, 2022, THROUGH JUNE 30, 2023, IN AN AMOUNT NOT TO EXCEED $3,560,195.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-131: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) D/B/A EMBARK TO PROVIDE TRANSIT SERVICES FOR THE CITY OF NORMAN FROM JULY 1, 2022, THROUGH JUNE 30, 2023, IN AN AMOUNT NOT TO EXCEED $3,560,195.

BACKGROUND:

On August 28, 2018, University of Oklahoma officials advised City staff of their desire to transfer non-campus bus and paratransit services in Norman to another operator by June 30, 2019 (the end of the FYE 2019 fiscal year).

On May 22, 2019, Governor Stitt designated the City to be the direct recipient of federal transit funds effective upon the date the Federal Transit Administration (FTA) formally approves the City eligible to receive federal transit funds. That formal designation from the FTA occurred on June 27, 2019.

Unfortunately, the complete transition of operations and maintenance of the transit services was not able to be accomplished by July 1, 2019. Thus, on June 25, 2019, the city approved contract K-1819-150 with the University to continue operating and maintaining the transit services from July 1, through August 2, 2019 as the City's contractor.

Throughout the transition, the City and the Central Oklahoma Transportation and Parking Authority (COTPA) D/B/A EMBARK collaborated on an agreement to provide the City's transit services as an independent contractor. This came to fruition with contract K-1920-30, which was approved by City Council on July 20, 2019. Contract K-1920-30 is an Interlocal Agreement between the City and EMBARK for EMBARK to provide transit services for the City. The Interlocal Agreement included the operation of the fixed routes, operation of the paratransit services, collaborative assistance with federal and state grant administration, compliance with federal and state laws and regulations, collaborative assistance with marketing and advertising, and additional start-up costs anticipated with the transition of services. The term of this first agreement with EMBARK was from August 3, 2019, through June 30, 2019.

EMBARK began operating the fixed route services on August 3, 2019; however, the City and EMBARK were not able to hire the staff and assemble the necessary resources to maintain the public transit fleet and to operate the paratransit service at that time. On July 30, 2019, City Council approved Amendment 1 to contract K-1819-150 which extended the University's agreement to operate the paratransit services and to maintain the public transit fleet for an additional 60 days. On October 1, 2019, the City took over the maintenance of the public transit fleet and EMBARK began operating the paratransit service

For fiscal year 2021, City staff worked with EMBARK staff to create an updated Interlocal Agreement, K-1920-137, the term of which was from July 1, 2020, through June 30, 2021.The core of the agreement remained the same: that EMBARK would provide transit services for the City, including the operation of the fixed routes, operation of paratransit services, collaborative assistance with federal and state grant administration, compliance with federal and state laws and regulations, and collaborative assistance with marketing and advertising. However, the following were key changes/updates:

- Since the City had successfully operated the transit system for a fiscal year, there were less references and language referring to transition items.
- Operation of Saturday service began August 15,2020. This included University of Oklahoma Football game days, with operations out of a temporary hub due to street closures and traffic conditions around the current transfer station on Brooks Street.
- Combination of Norman Route 124 and EMBARK OKC Route 024 effective August 10, 2020
    - This "Sooner Express" commuter route was previously split between two transit service providers. Consolidating to a single entity operating the entire route resulted in less customer confusion and an increase of operation efficiencies.
- Official adoption of key EMBARK policies: *Rider Conduct and Exclusion Policy*, *EMBARK Norman Plus ADA Guide*, and *EMBARK Advertising Policy*.

The fiscal year 2022 Interlocal Agreement, contract K-2021-128, had a term from July 1, 2021, through June 30, 2022. K-2021-128 maintained the same key elements of EMBARK providing transit services for the City, however, the following were key changes/updates:

- Clarifying language regarding the transition from utilizing the OU facility the City was leasing, to the new City facility built on Northbase.
- Added language regarding advertising on the buses providing for the City to utilize EMBARK's contractor to sell and produce advertisements. EMBARK then credits the City's monthly invoice with any revenue due to this arrangement.
- Additional, clarifying language regarding insurance and liability between the two entities.

On January 18, 2022, Council approved by resolution an amendment to K-2021-128 which increased the contract amount to transition the night services (vehicle cleaning, washing, and fueling) from the City of Norman responsibilities to EMBARK.

DISCUSSION:

Over the past few months, City staff have been working with EMBARK staff to create an updated Interlocal Agreement for the FYE 2023 fiscal year. Contract K-2122-131 will maintain the core elements of the interlocal agreement including the operation of the fixed routes, operation of

paratransit services, collaborative assistance with federal and state grant administration, compliance with federal and state laws and regulations, and collaborative assistance with marketing and advertising.

The following are some key changes and updates for the 2023 fiscal year:

- Integration of night services (vehicle cleaning, washing, and fueling) to be performed by EMBARK to the primary agreement rather than by amendment.
- Deleted language referencing the usage of the OU facility and made additional references to both agencies operating out of the City's new facility on Northbase.

The term of this agreement will be from July 1, 2022, through June 30, 2023, subject to annual appropriation of sufficient funding by Council. This agreement is integral to the consistent provision of public transit services in the City of Norman. The total annual cost of the agreement is estimated to be $3,560,195, or approximately $296,683 per month. In comparison, the total estimated operating costs for FYE 2022 with EMBARK (Contract K-2021-128) was $3,351,968, or $279,331 per month (prior to amendments). The increase this year is in large part due to increases in employee union wages and the night services (vehicle cleaning, washing, and fueling) which were added to the FYE 2022 contract by amendment in January 2022.

Fiscal Year 2023 funds are available in Miscellaneous Services – Transit Operating Contract (Account Number 27550277-44766).

RECOMMENDATION:

Staff recommends that City Council approve Contract K-2122-131, providing for an Interlocal Agreement between the City of Norman and the Central Oklahoma Transportation and Parking Authority (COTPA) d/b/a EMBARK for the provision of public transportation services from July 1, 2022, through June 30, 2023.

NORMAN: K-2122-131
COTPA: 22-037

INTERLOCAL AGREEMENT
SERVICE AGREEMENT FOR PROVISION OF TRANSPORTATION SERVICES

This Interlocal Agreement ("Agreement") is made and entered into this **1st** day of **July, 2022 (Effective Date),** by and between the Central Oklahoma Transportation and Parking Authority ("**COTPA**") d/b/a **EMBARK**, a public trust (**"EMBARK"**), and the City of Norman, a municipal corporation ("**Norman"**), for the provision of Transit Services, in accordance with 74 O.S. § 1008.

WITNESSETH:

WHEREAS, Norman has been approved by the Federal Transit Administration ("FTA") to serve as an active grantee/direct recipient to receive federal funds and operate public transit in the City of Norman and surrounding areas; and

WHEREAS, Norman desires **EMBARK** to perform the public Transit Services as an independent contractor; and

WHEREAS, EMBARK desires to provide the public Transit Services as an independent contractor; and

WHEREAS, EMBARK and **Norman** (Parties) entered the initial Interlocal Agreement on August 2, 2019, and both **Parties** desire to continue this mutually beneficial Agreement by entering into this updated annual Agreement for Transit Services.

NOW, THEREFORE, for and in consideration of the mutual Agreements, covenants, and conditions herein set forth, the parties hereto agree as follows:

1. **PURPOSE.** The **Parties** agree and acknowledge that the purpose of this Agreement is to provide for the administration and operation of "Transit Services." Transit Services is defined as Public Transportation Services and Vehicle Cleaning, Washing, and Fueling Services.

    A. "Public Transportation Services" means the administrative, management, and operation of fixed-route and paratransit public transportation services identified in **Exhibit B**, using public transit vehicles provided and maintained by **Norman**.

    B. "Vehicle Cleaning, Washing, and Fueling Services" means the services identified in **Exhibit E**.

2. **ENTIRE AGREEMENT/AMENDMENTS.** This Agreement, with attached Exhibits, as identified below and herein incorporated by reference, contains all the terms and conditions agreed upon by the parties hereto and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating to the work to be performed, whether written or oral. This Agreement may only be modified by prior mutual written approval of the parties. Both parties acknowledge and agree that only the Norman City Council and COTPA Board can agree to any such amendment of this Agreement.

Exhibit A – Scope of Services
Exhibit B – FY 2023 Norman Transit Service Profile
Exhibit C – FY 2023 Norman Transit Routes
Exhibit D – FY 2023 EMBARK Responsibilities
Exhibit E – FY2023 Scope of Vehicle Cleaning, Washing, and Fueling Services
Exhibit F – FY 2023 Norman Responsibilities
Exhibit G – Compensation
Exhibit H – FTA Terms and Conditions
Exhibit I – Norman Transit Fleet Description and Inventory
Exhibit J – EMBARK PLUS Norman ADA Guide
Exhibit K – EMBARK Rider Conduct & Exclusion Policy
Exhibit L – EMBARK Advertising Policy
Exhibit M – Sample Invoice
Exhibit N – Sample EMBARK Norman Monthly Performance Summary Report

3. **TERM.** This Agreement shall take effect on July 1, 2022 and shall expire on June 30, 2023. This Agreement shall be auto renewable subject to the parties' mutual agreement on the renewal year's annual compensation amount and subject to annual appropriation of sufficient funding by the Norman City Council; however, this Agreement may be terminated as provided in Section 11 – Termination. The parties shall meet by April 1 every year to discuss any renewal year's annual compensation amount and to present any other proposed amendments for the upcoming renewal year.

    A. **Norman**'s City Manager or his designee may provide written request to renew the Agreement at least 180 days before the expiration date of June 30 of the respective year. Both **Parties** acknowledge and agree that any renewal must be formally approved by the respective governing bodies of both **Parties.**

    B. In addition, this Agreement may be terminated as provided in Section 11 - Termination.

4. **SCOPE OF SERVICES. EMBARK** will provide Transit Services within the City of Norman service area as specified in **Exhibits A through E.**

5. **COMPENSATION, INVOICING, and PAYMENT.** For the services provided by **EMBARK** pursuant to this Agreement, **Norman** agrees to pay to **EMBARK** the compensation as specified in **Exhibit G**. The **Parties** acknowledge and agree that the compensation for the operation of monthly Transit Services and up-front public liability insurance premium (excluding Additional Costs and liability reimbursement funds as outlined below) during the Term of this Agreement **is not to exceed $3,564,864.98 without** both **Parties'** prior written approval. **Parties** acknowledge that this annual not-to-exceed amount is the actual costs of the yearly insurance premium and an estimate of anticipated operational costs.

    A. Compensation
        1. **EMBARK's** estimated base cost to deliver fixed-route and paratransit services will be invoiced actual expenses related to the delivery of monthly Transit Services detailed in **Exhibits A through E.**
        2. Both Parties agree that such compensation outlined in **Exhibit G** is reasonable and necessary costs which will be incurred by **EMBARK** to provide the Transit

Services outlined in **Exhibits A through E**.

3. It is understood by the Parties that additional administrative and/or operational costs for providing Transit Services under this Agreement and/or increased service levels may require a written modification of the compensation amounts to sustain the requested increased administrative, operational, and/or service levels. Failure to fund the additional costs may result in **EMBARK's** suspension of Transit Services or delay of requested increased service levels until such funding becomes available.
4. **Norman** shall pay to **EMBARK $184,670.98,** upon receipt of an initial invoice for actual costs of the public liability insurance premium for coverage from July 1, 2022 – June 30, 2023. **Norman** shall reimburse **EMBARK** the actual cost of deductibles or other out-of-pocket actual costs relating to payment of liability claims up to a maximum amount of **$166,000** for incidents occurring from July 1, 2022, through June 30, 2023, and as outlined in Section 6. Liability and Insurance.
5. According to EMBARK's Transit Advertising Agreement, COTPA2019009PR, EMBARK will apply any EMBARK Norman Revenue Allocation received from its subcontractor to the monthly invoice submitted to Norman. Norman agrees that it alone will coordinate all installations and material/labor warranties for EMBARK Norman with EMBARK's subcontractor, Houck Transit Advertising. EMBARK will be responsible for the review and approval of advertisement in accordance with its Advertising Policy. The EMBARK Norman Revenue Allocation will only be applicable during the term of this Agreement. If this Agreement is no longer in effect, then the EMBARK Norman Revenue Allocation will also no longer be in effect. The Revenue Allocation was based upon EMBARK Norman's fixed route buses and paratransit vehicles.

B. Invoicing
   1. **EMBARK** will submit an initial invoice to **Norman** on July 1, 2022, in the amount equal to one-and one-half months of estimated service and hold the monies be applied as a credit(s) to the final invoice(s) for the term of the Agreement. The initial invoice will also include the full public liability insurance premium of **$184,670.98** for one year. Should the insurance policy be cancelled prior to June 30, 2023, **EMBARK** shall refund to **Norman** the amount of any refunded premium.
   2. Thereafter, **EMBARK** will submit a routine monthly invoice as depicted in **Exhibit M** for the previous month. The first routine invoice will be provided to **Norman** in August 2022, for services rendered in July 2022. Invoicing will be for actual costs incurred, any approved Additional Costs, and the administrative fee. Monthly invoices shall also include any requests for reimbursement of the actual cost of deductibles or other out-of-pocket actual costs as outlined in Section 5(A)(4).

C. Payment
   1. **Norman** will pay all invoices 30 days after receipt of a proper invoice. If payment is not received by **EMBARK** any later than sixty (60) days after receipt of a proper invoice, then **EMBARK** may, at its sole discretion, take action, which may include termination of all services provided according to this Agreement.

6. LIABILITY AND INSURANCE. EMBARK and **Norman** agree that each will be responsible

for their own acts and omissions subject to the provisions and limitations of the Oklahoma Governmental Tort Claims Act, 51 O.S. § 151, *et seq.* **Norman** acknowledges that **COTPA** d/b/a **EMBARK** is a separate and distinct legal entity from the City of Oklahoma City and recognizes that the City of Oklahoma City is not responsible for the public Transit Services provided to **Norman** by **EMBARK**.

A. **EMBARK** agrees to maintain public liability insurance and to list **Norman** as an additional insured, insuring **Norman** and its agents against all legal liability for injury to persons (including wrongful death) and property damages resulting directly from **EMBARK'**s own negligent acts and omissions, including those of its officers, agents, representatives, or employees in performance of its obligations under this Agreement for Transit Services. The public liability insurance coverage shall have liability in amounts of not less than **EMBARK's** maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.,* as amended from time to time and currently set at $1,000,000 per occurrence, $175,000 per bodily injury, and $25,000 for property damages. A certificate of insurance and a copy of the insurance policy shall be furnished to **Norman.** The parties agree and acknowledge that failure to obtain and maintain such public liability insurance shall be considered a material breach of this Agreement.

B. **Norman** agrees to maintain either self-insurance or insurance coverage on **Norman's** public transit fleet and any facility it owns for its own negligent acts or omissions, including those of its officers, agents, representatives, or employees in performance of its obligations under this Agreement resulting in injury or property damage to third parties. The self-insurance coverage or policy of insurance shall have liability in amounts of not less than **Norman's** maximum liability under the Governmental Tort Claims Act, 51 O.S. § 151 *et seq.,* as amended from time to time and currently set at $1,000,000 per occurrence, $125,000 per bodily injury, and $25,000 for property damages. The parties agree and acknowledge that failure to obtain and maintain such self-insurance or policy of insurance shall be considered a material breach of this Agreement.

C. Damage to **Norman**'s vehicles, equipment, or real or other property while under the care, custody, or operation of **EMBARK** and its employees or agents, if determined not to be the result of **Norman**'s or a third-party's negligence, shall be tracked and deducted from the total maximum **$166,000** liability reimbursement costs amount identified in Section 5(A)(4), unless and until such amount is exhausted. All deductions must be agreed upon by both Parties and reported monthly. If any monies are remaining from the **$**166,000 total at the end of the contract term, those funds will be set aside and held in reserve by **Norman** until June 30, 2024. The **Parties** acknowledge and agree that in the normal course of business in operating a public transit service, minor damage, including, but not limited to, window, mirror, paint and rim damage, to the vehicles operating the service is a usual and customary expense and part of the day-to-day cost of operation. Minor damages to **Norman**'s property occurring as a result of normal daily public transit operations resulting in damage of up to **$1,500.00** in any single occurrence shall be treated as a routine maintenance expense, and any corresponding repairs costs shall be borne by **Norman** and not deducted from the **$166,000** amount. If such damage costs to **Norman**'s vehicles, equipment, or real or other property exceed **$15,000.00**, then the parties will meet to discuss an incident prevention plan. **Norman** and **EMBARK** agree to develop and implement reporting procedures and a tracking system.

D. **Norman** agrees to maintain and record all applicable vehicle and equipment warranties.
E. The **Parties** agree that each will provide worker's compensation insurance for its respective employees.
F. The **Parties** agree that this Provision is solely for the benefit of the Parties and is not intended to create or grant any rights, contractual or otherwise, to any other person or entity.
G. No Waiver of Immunity. Each Party agrees that neither Party waives any governmental immunity available to the Party under Oklahoma and all other applicable law and without waiving any available defenses under Oklahoma and all other applicable law. Further, the Parties do not waive, and neither Party deems to have waived any other immunity or defense that would otherwise be available to each Party as a local governmental entity and or political subdivision of the State of Oklahoma.

7. FORCE MAJEURE. EMBARK will not be held in default of this Agreement if Transit Services are prevented from being performed hereunder by conditions beyond its control, such as, but not limited to, Acts of God, pandemic, strikes, war, terrorism, or other emergencies making performance impossible or illegal.

8. COMPLIANCE WITH FEDERAL AND STATE LAWS AND REGULATIONS. The parties agree that specific FTA Terms and Conditions apply to this Agreement. These FTA Terms and Conditions are attached hereto as **Exhibit H** and incorporated herein by reference. These Certifications and Assurances for Federal Transit Administration Assistance Programs are certified annually by **Norman** and will be included in this Agreement upon execution by **Norman**. Certain provisions of these FTA Terms and Conditions are applicable severally or jointly to the parties to this Agreement.

A. **Norman** agrees to comply with the requirements, and execute all corresponding Assurances, in **Exhibit H** as applicable. **Norman** shall comply with all Federal and State laws and regulations, Executive Orders, FTA Circulars, FTA Terms and Conditions, and other applicable State and Federal requirements when carrying out Federally-funded projects, including, but not limited to, civil rights, environmental impact analyses, procurement, real property acquisition, planning, and the inclusion of Federally-funded projects in the metropolitan Transportation Improvement Program (TIP) and Statewide Transportation Improvement Program (STIP).

B. **EMBARK**, as an independent contractor, will comply with all applicable Federal and State laws and regulations, Executive Orders, FTA Circulars, FTA Terms and Conditions, and other applicable State and Federal requirements pertaining to **Norman's** federally funded projects.

C. The parties agree that any State or Federal term, condition, or requirement which conflicts with any provision of this Agreement and or local directive or requirement shall take precedence over any such stipulation or provision of this Agreement. **EMBARK** understands and acknowledges that **Norman** is relying on **EMBARK's** consultation based upon its particular expertise in public transit and corresponding State and Federal laws and regulations and is to provide consultation services accordingly. **Norman** agrees that it will implement the FTA's drug and alcohol rules and testing procedures, Management Information System, appropriation systems, and reporting for a small urban system to capture the financial and non-financial information required by the FTA's National Transit Database.

D. In the event of either party's non-compliance with the applicable Federal and/or State Laws and Regulations or the FTA Grant contract, the other Party may, at its sole discretion, suspend, restrict, and/or terminate, of all services provided pursuant to this Agreement.

9. **REPORTING**. **EMBARK** agrees to provide monthly performance reports as shown in **Exhibit N**. **EMBARK** shall provide certain operational and financial data, including mileage, in relation to this Agreement to **Norman** as requested by advance written notice from **Norman** to complete any required FTA and National Transit Database ("NTD") reports.

10. **FARE. Norman** Public Transportation Services are currently fare-free. **EMBARK** will not collect fare revenue for **Norman** during the term of this Agreement. It is understood by both Parties that fare collection will require a written modification of this Agreement.

11. **TERMINATION.** Either Party may terminate this Agreement by providing a 120 day written notice to the other Party. The notification must be written and sent postage paid to the other Party's business address by certified or registered mail and via e-mail in accordance with the Notification provision in Section 16 (A). Termination by **EMBARK** shall be subject to **EMBARK's** obligation to complete work in progress unless exigent circumstances beyond its control warrant otherwise. It is of utmost importance to **Norman** to maintain consistent continuity of services for the residents of the City of Norman and to ensure compliance with Federal and State requirements, and all reasonable efforts shall be made to ensure that no break in services occurs.

12. **FINANCING AND BUDGET ADMINISTRATION.** Financing of the public transportation system shall be through the use of Federal funding assistance received in accordance with certain grant contracts between **Norman** and the FTA, U.S. Department of Transportation and other Agreements with other public and private agencies. Financing shall include such other funds from **Norman** as approved by the **Norman** City Council. Budget preparation and administration shall be accomplished by each entity and approved by each entity's separate and respective governing bodies.

13. **PROPERTY OWNERSHIP/LEASE OF VEHICLES.** The full title, legal and equitable, to the existing vehicles, equipment, and properties of **Norman** and any vehicles, equipment, and property, real or personal, to be acquired in the future or any existing or future grant shall be vested in and remain with **Norman**. **Norman** shall retain the exclusive management and control of such vehicles, equipment, and properties and may dispose of such properties only in accordance with the provisions of the **Norman** procedures, Bond Indentures, or Federal grant contracts as applicable. Title to any **Norman** vehicle, equipment, and or properties incorporated and used in any way whatsoever in connection with the purposes of this Agreement shall be vested in **Norman** or as determined by **Norman**. Upon termination of this Agreement, any property used in the operation of this Agreement provided herein shall revert solely to **Norman,** or such party holding title. During this Agreement, it is expressly understood that **EMBARK** will have no right, claim, or title to any real or personal property used in this Agreement, other than property which **EMBARK** was granted the title, or property which is held by **EMBARK** as a matter of law. **Norman** hereby leases to **EMBARK** the vehicles identified in **Exhibit I**, which is attached and hereby incorporated by reference, and any additional vehicles added to the public transit fleet during the term of this agreement, to utilize the vehicles and associated accessories. The lease is for the term of the Agreement and any renewal terms. The lease is provided in consideration for the Transit Services

to be provided in accordance with this Agreement. In accordance with this Agreement, **Norman** will continue to inspect, repair, maintain, secure, and store the leased vehicles at **Norman**'s sole cost.

14. BRANDING AND TRADEMARKS. Any **EMBARK**-provided public Transit Services will be branded and identified as "**EMBARK**," "**EMBARK** Plus," or "**EMBARK Norman**." This identification includes any public service announcements, press releases, signage, websites, uniforms and apparel, and vehicle wraps. Any use of the terms "**EMBARK,**" "**EMBARK** Plus," or "**EMBARK Norman,**" or any other EMBARK branding or trademarks must receive the prior written approval of the **COTPA** Administrator, who is authorized by **COTPA** to provide said approval in his sole discretion. Further, any use of any of **EMBARK's** other trademarks requires the prior written consent of the **COTPA** Administrator, who is authorized by **COTPA** to provide said approval in his sole discretion.

15. TRANSITION. The Parties agree that during the term of this Agreement, the parties will continue to transition and maintain **Norman's** public transit systems, software, and bus and facility technology to a common system for both parties as appropriate, at **Norman's** sole expense.

16. MISCELLANEOUS.

A. **Notice.** Any and all notices or other communications required or permitted to be given under any of the provisions of this Agreement shall be in writing and shall be deemed to have been duly given when received by electronic mail and also either personally delivered or when received if mailed by private courier or first-class certified mail, return receipt requested, addressed to the parties at the addresses set forth below (or at such other address as any party may specify by notice to all other parties given as aforesaid):

Central Oklahoma Transportation and Parking Authority
Attn: Administrator
2000 S. May
Oklahoma City, OK 73108
jason.ferbrache@okc.gov

Courtesy e-mail copies shall be simultaneously sent to **EMBARK's** Assistant Directors suzanne.wickenkamp@okc.gov and jesse.rush@okc.gov, designee, and counsel joshua.minner@okc.gov

City of Norman
Attn: City Manager
201 Gray, Building A, P.O. Box 370
Norman, OK 73070
Darrel.pyle@normanok.gov

Courtesy e-mail copies shall be simultaneously sent to **Norman**'s Public Works Director at shawn.oleary@normanok.gov, Transit and Parking Program Manager at taylor.johnson@normanok.gov, and counsel heather.poole@normanok.gov.

B. **Governing Law and Jurisdiction.** This Agreement shall be governed by the laws of the State of Oklahoma, without giving force and effect to its choice of

law provisions, and the United States of America. Any legal action in connection with this Agreement shall be filed in the District Court of Cleveland County, State of Oklahoma, or the United States District Court for the Western District of Oklahoma.

C. **Legal Recourse and Attorneys' Fees.** Should the parties to this Agreement be unable to resolve between themselves any dispute arising from any of the provisions within this Agreement, each Party shall have recourse under applicable law. If either Party commences an action in law or equity to enforce any provision of this Agreement, the parties shall be responsible for their own respective attorneys' fees.

D. **No Waiver.** No waiver of any breach or default hereunder shall be considered valid unless in writing and signed by the authorized Party giving such waiver. No such waiver shall be deemed a waiver of any subsequent breach or default of the same or similar nature.

E. **Nondiscrimination.** In connection with the public Transit Services under this Agreement, **EMBARK** shall not discriminate against any employees or applicants for employment on the basis of race, religion, color, sex, sexual orientation, gender identity, creed, ancestry, age, familial status, national origin, or disability as defined by the Americans with Disabilities Act of 1990. **EMBARK** agrees to include this nondiscrimination clause in any subcontracts connected with the performance of this Agreement. In the event of **EMBARK's** non-compliance with the nondiscrimination provisions of this Agreement, **Norman** may cancel, terminate, or suspend the Agreement in whole or in part.

F. **Equal Employment Opportunity. Norman** agrees to comply with the requirements of the FTA Equal Employment Opportunity (EEO) program in the operation of its transportation system.

G. **Disadvantaged Business Enterprise.** Disadvantaged businesses, as defined in 49 CFR, Part 23, shall have the opportunity to participate in the performance of contracts financed with Federal funds under this Agreement. **EMBARK** shall notify contractors and bidders of this information, and any failure to carry out these requirements shall constitute a breach of contract and may result in termination of the Agreement.

Norman agrees to comply with the requirements of the FTA Disadvantaged Business Enterprise ("DBE") program in the operation of its transportation system.

H. **Conflicts of Interest.** No members, employees, or agents of **EMBARK** or **Norman** who exercise any function of responsibility in the approval of this Agreement shall have any personal interest, direct or indirect, in any corporation, firm, or association, which has an interest in this Agreement.

I. **Assignability, Third-Party Beneficiary, and Use.** This Agreement may not be assigned by either Party in whole or in part without the prior written permission of the non-assigning Party. If such an assignment is authorized by the non-assigning Party, then this Agreement will be binding upon and inure to the benefit of the Parties

and their legal representatives and permitted assigns.

There are no third-party beneficiaries to this Agreement. **Norman** agrees not to permit the use of this Agreement by any other party besides **Norman**, without the prior written approval of **EMBARK**. **EMBARK** shall not use any operational subcontractors to fulfill any of its obligations under this Agreement unless it has received prior written approval from **Norman**'s City Manager or his designee for the use of the subcontractors. **EMBARK** may utilize administrative subcontractors with written notice to **Norman**.

J. **Severability.** If any provision(s) of this Agreement, or the application thereof, is determined for any reason and to any extent to be invalid, illegal, or unenforceable, the validity, legality, and enforceability of the remaining provisions shall not in any way be affected or impaired thereby. The remainder of this **Agreement** and the application of such Provision (s) will be interpreted to reasonably effect the intent of the parties hereto.

K. **Counterparts.** This **Agreement** may be executed in several counterparts, each of which shall be deemed the original, but all of which shall constitute the same instrument.

L. **Effective Date.** The Effective Date of this Agreement is July 1, 2022.

M. **Anti-collusion. EMBARK** warrants that it has not employed or retained any company or person other than a bona fide employee working solely for **EMBARK** to solicit or secure this Agreement. **EMBARK** further warrants that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for **EMBARK**, any fee, commission, percentage, gift or any other consideration, contingent or resulting from the award of this Agreement.

N. **Captions.** The captions, titles, and headings contained herein are for convenience of reference only and do not control the interpretation of any provision herein.

O. **Separate Entities/Independent Contractor. Norman** and **EMBARK** shall remain separate legal entities, and no other or different legal or administrative entity is created by any cooperation and coordination of authority or responsibility of **Norman** or **EMBARK** by this Agreement. The employees of **EMBARK** are not considered employees of either **Norman** or The City of Oklahoma City, for any purpose. All employees and agents acting for **EMBARK** or **Norman** under this Agreement will, at the time of such action, be an employee or agent of their respective public agency.

P. **Administrator.** Both parties agree that the Administrator of **COTPA** is authorized to administer this Agreement on behalf of **EMBARK**. **EMBARK** authorizes its Administrator to effectuate Norman's service changes, by amending the Scope and Compensation, which are identified in this Agreement and its Exhibits, which are communicated in writing in **EMBARK**. **Norman**'s City Manager or his designee is hereby authorized to administer this Agreement on behalf of **Norman**.

Q. **Labor protection.** The parties recognize that **EMBARK** public transportation system employees enjoy certain protective arrangements as stipulated in the 49

U.S.C. 5301 et. seq., and other public laws, such protective arrangements being included in a collective bargaining agreement and agreements pursuant to 49 U.S.C. 5333(b) as amended, (formerly Section 13(c)) and implementation regulations. The **Parties** agree that such protective arrangements shall remain in full force and effect, as they may exist or as they may be modified in future Federal grant contracts, Agreements pursuant to 49 U.S.C. 5333(b), as amended, or collective bargaining Agreements, all of which are subject to the laws of the State of Oklahoma. The **Parties** acknowledge and agree that **Norman** is not a party to such collective bargaining agreements and shall have no obligations under them whatsoever.

R. **Record Retention and Reporting**. **EMBARK** and **Norman** are required to retain and maintain any and all records which are created as a result of this Agreement and/or public transportation.

S. **Audit and Access to Records**. **Norman** and **EMBARK** have the right to access, inspect, and examine any books, papers, policies, procedures, programs, grant fund expenditure programming and TIP, and records of the other party relative to this Agreement. Failure to provide the requested information may result in termination of the Agreement. This right to audit and access to records only applies to records pertaining to the Agreement and compliance with such Agreement and does not apply to vendor records beyond the scope of this Agreement. The right to audit and access records includes any and all records regarding **Norman's** public transportation services, including, but not limited to, operations, procurement, storage, safety, maintenance, FTA compliance, and funding.

17. SERVICE CHANGES

A. **General**. Changes to Transit Services provided under this Agreement or the Scope of Work may only be made by advance written change notification from **Norman** to **EMBARK** in accordance with this Section, except in cases of a declared emergency. Orally dictated service change orders are not permitted.

B. **Process**:

1. Any service change proposed by **Norman** shall be communicated to **EMBARK** in writing, identifying the change, and specifying the effective date. **EMBARK** shall be given ten (10) business days after receipt of a written service change notice from **Norman**, to provide **Norman** a response identifying any impact of such change on operations, and by identifying any feasibility problems **EMBARK** believes will be created by the proposed change. The proposed amendment shall thereafter be accepted or modified through discussions between **EMBARK** and **Norman** or designee.

2. Subsequent to any discussions on a service change notice, **Norman** will make a final decision and direct **EMBARK** to implement the service change. **Norman** will give at least four (4) weeks' notice before any service change unless circumstances do not allow for such a notification timeframe.

3. All service changes will comply with FTA regulations and requirements for public

notice and comments, as applicable.

C. **Special Service Hours**. **Norman**, in its discretion, may request **EMBARK** to operate Special Service Hours that are in addition to the routes outlined in **Exhibit B and Exhibit C**. Any such request shall be made in writing and shall be made not less than (5) five days in advance of the date the Special Services will be needed. Under this Agreement, **Norman** may request Special Services upon shorter notice or request period and **EMBARK** agrees it will make a good faith effort to provide such services within the timeframe requested, but not to the detriment of **Norman** Transit Services. **EMBARK** shall provide, if requested, up to twelve (12) hours quarterly (cumulative by fiscal year) of Special Service hours for Marketing and other services and activities at no additional cost to **Norman**.

The remainder of this page is intentionally blank.

WITNESS THEREOF, this **Agreement** is entered into this ____ day of June, 2022.

CITY OF NORMAN, OKAHOMA

_____
Mayor Breea Clark

Attest:_____
Brenda Hall, City Clerk

APPROVED as to form and legality this_____day of June, 2022.

_____
Assistant City Attorney

APPROVED by the Trustees of the Central Oklahoma Transportation and Parking Authority and **SIGNED** by the Chairman this ____ day of _____, 2022.

Attest:

CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

_____
Secretary

_____
Chairman

REVIEWED for form and legality

_____
Assistant Municipal Counselor

EXHIBIT A

Scope of Services

During the term of this Agreement, **EMBARK** will operate public transportation services as defined as fixed-route and paratransit services to meet the transportation needs of **Norman**.

Norman grants to **EMBARK** such rights of access as are necessary for the operation of the public transportation services.

1. **MANAGEMENT**
    a. **EMBARK** shall coordinate, manage, and control all activities necessary to carry out its responsibilities under the subsequent Agreement, which include, but are not limited to, providing operators, and all other project personnel; training personnel; developing administrative procedures and financial records; and suggest methods to improve effectiveness and maximize service efficiency.

2. **OPERATING PERFORMANCE STANDARDS**
    a. **EMBARK** shall adhere to the following standards:
        i. Vehicles shall be operated with due regard for the safety, comfort, and convenience of passengers and the general public.
        ii. Service shall be provided as scheduled or according to any adjusted schedule mutually established by **EMBARK** and **Norman**, including route or service modifications required as a result of a declared emergency.
        iii. **EMBARK** shall strive to maintain on-time performance in accordance with published schedules, and at no time is **EMBARK** allowed to run ahead of schedule.
        iv. **EMBARK** shall train and motivate employees who interface with the public as if they were in the "Hospitality" industry. All **EMBARK** personnel are responsible for knowledge of the **Norman** service. **EMBARK** personnel must maintain a courteous attitude, answering to the best of their ability any questions from the public regarding the provision of service.

3. **FIXED-ROUTE OPERATIONS**
    a. **EMBARK** shall operate transportation service on a network of six existing fixed-routes represented in **Exhibit C.**
    b. In operating services, emphasis will be placed on maintaining courtesy to passengers, adequate training, policies designed to minimize employee turnover and maximize on-time performance, and otherwise carrying out all contractual obligations safely and reliably.
    c. **EMBARK** shall provide an adequate number of qualified personnel to provide trip planning, route, and schedule information from incoming customer phone calls from 7:30 a.m. to 8 p.m. on weekdays and from 8 a.m. to 4 p.m. on Saturdays.
    d. **EMBARK** will provide operation of the six fixed-routes, including, but not limited to, all aspects of service planning, training, scheduling, dispatching, supervising, driving, and customer engagement in accordance with the following **Route Profiles** detailed in **Exhibit B** and the **Route Maps** attached as **Exhibit C.**
    e. **EMBARK** will not operate fixed-route service on the following holidays: Independence Day, Monday, July 4, 2022; Labor Day, Monday, September 5, 2022; Thanksgiving, Thursday, November 24, 2022; Christmas Day, Sunday, December 25, 2022; New Year's Day, Sunday, January 1, 2023; Memorial Day, Monday, May 29, 2023.

4. ADA PARATRANSIT OPERATIONS

a. **EMBARK** shall provide complementary paratransit service in accordance with the Americans with Disabilities Act of 1990 and any subsequent updates.
b. All transportation services will be performed, or cause to be performed, as "EMBARK Norman" and "EMBARK Plus" using transportation vehicles provided by and maintained by **Norman**.
c. **EMBARK** shall deliver paratransit services to eligible customers, as described in **Exhibit J.**
d. **EMBARK** will operate federally mandated complementary paratransit service within Zone 1, ¾ of a mile on either side of fixed routes - 110, 111, 112, 120, and 121. **EMBARK** will also provide additional paratransit service identified as Zone 2 and encompasses a service area starting ¾ of a mile on either side of **Norman's** fixed-routes 110, 111, 112, 120, and 121 and extending to **Norman's** city boundaries.
e. **EMBARK** will operate paratransit service as a complement to **Norman's** regular fixed-route bus service and mirror the fixed route service hours and days. **EMBARK** Plus will operate in Zone 1 from 7:00 a.m. to 10:00 p.m. Monday to Friday and 10 a.m. to 7 p.m. on Saturday. Zone 2 will operate from 7:00 a.m. to 7:00 p.m. on weekdays and Zone 2 will not operate on Saturdays.
f. **EMBARK** shall be responsible for performing both stages of the eligibility evaluation process as necessary to determine the eligibility of each client for complementary ADA paratransit service; notifying the client of the determination within 21 calendar days of a completed application; and, in the event of eligibility, providing to the client an official notification. An applicant shall be certified as eligible if, and only if, a person's functional ability prevents the use or navigation of fixed-route services.
g. **EMBARK** will notify all ADA clients at least 120 calendar days before their certification expiration date. Clients seeking recertification will need to complete a re-certification application.
h. **EMBARK** shall provide adequate staff to receive and process reservations and provide service information, so that time on hold for customers is kept to a minimum.
i. **EMBARK** will not operate paratransit service on the following holidays: Independence Day, Monday, July 4, 2022; Labor Day, Monday, September 5, 2022; Thanksgiving, Thursday, November 24, 2022; Christmas Day, Sunday, December 25, 2022; New Year's Day, Sunday, January 1, 2023; Memorial Day, Monday, May 29, 2023.

5. GRANT ADMINISTRATION AND OTHER FTA REQUIREMENTS

a. **EMBARK** will provide consultation and assistance, during regular business hours, to **Norman** for **Norman's** compliance with FTA requirements, other Federal and State grant applications and administration, and all Federal and State laws and regulations.

6. MARKETING AND ADVERTISING

a. **EMBARK** will coordinate with Norman, at Norman's sole cost, to provide all related marketing services and programs and/or advertising services and programs for **Norman's** public transportation services.

7. BUDGET MANAGEMENT

a. **EMBARK** will track Transit Service costs identified in **Exhibit G** to ensure the budgeted funds will be sustainable over the allotted period.

EXHIBIT B

Fiscal Year 2023
Norman Transit Service Profile

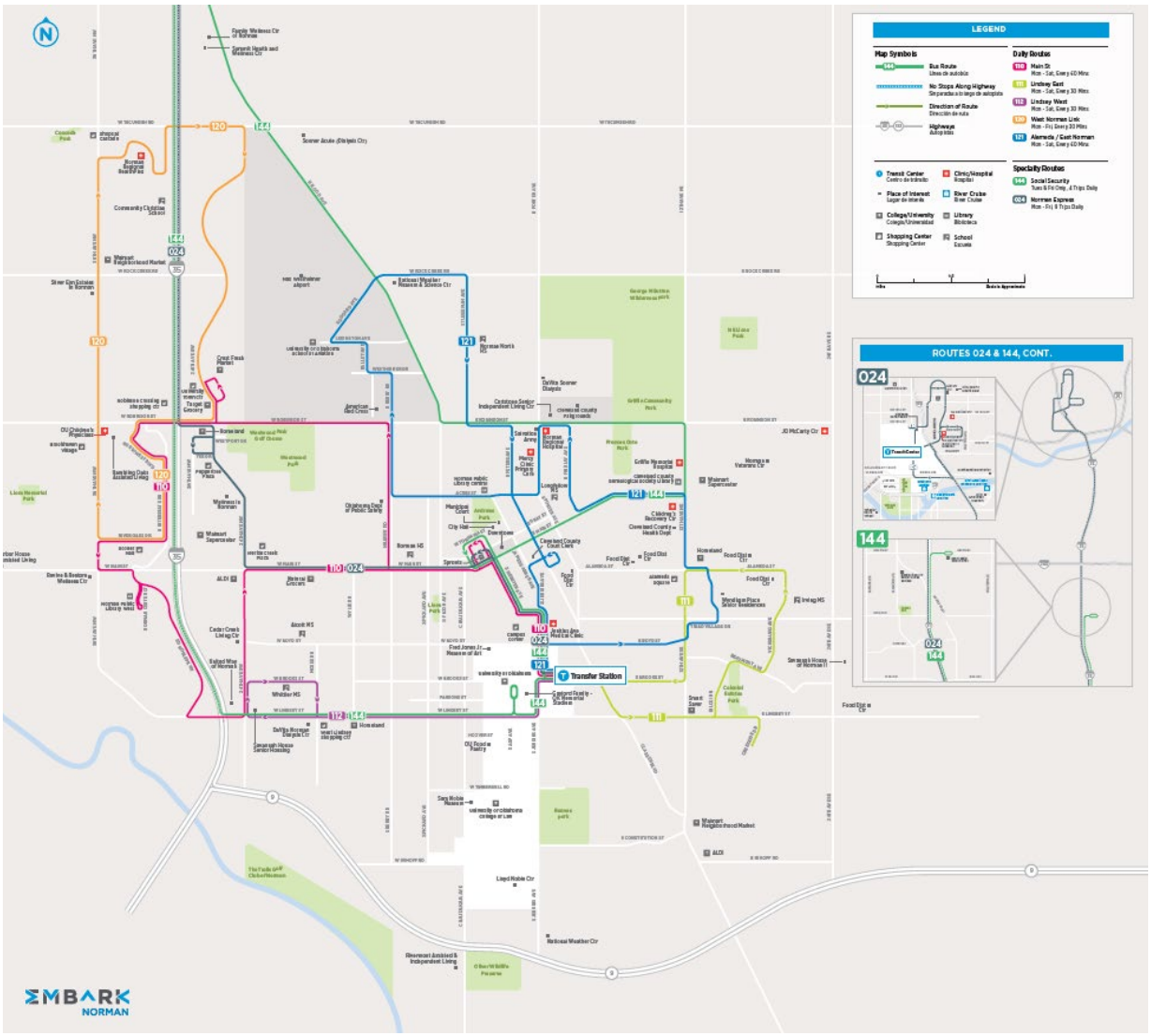


EXHIBIT B

Fiscal Year 2023
Norman Transit Service Profile

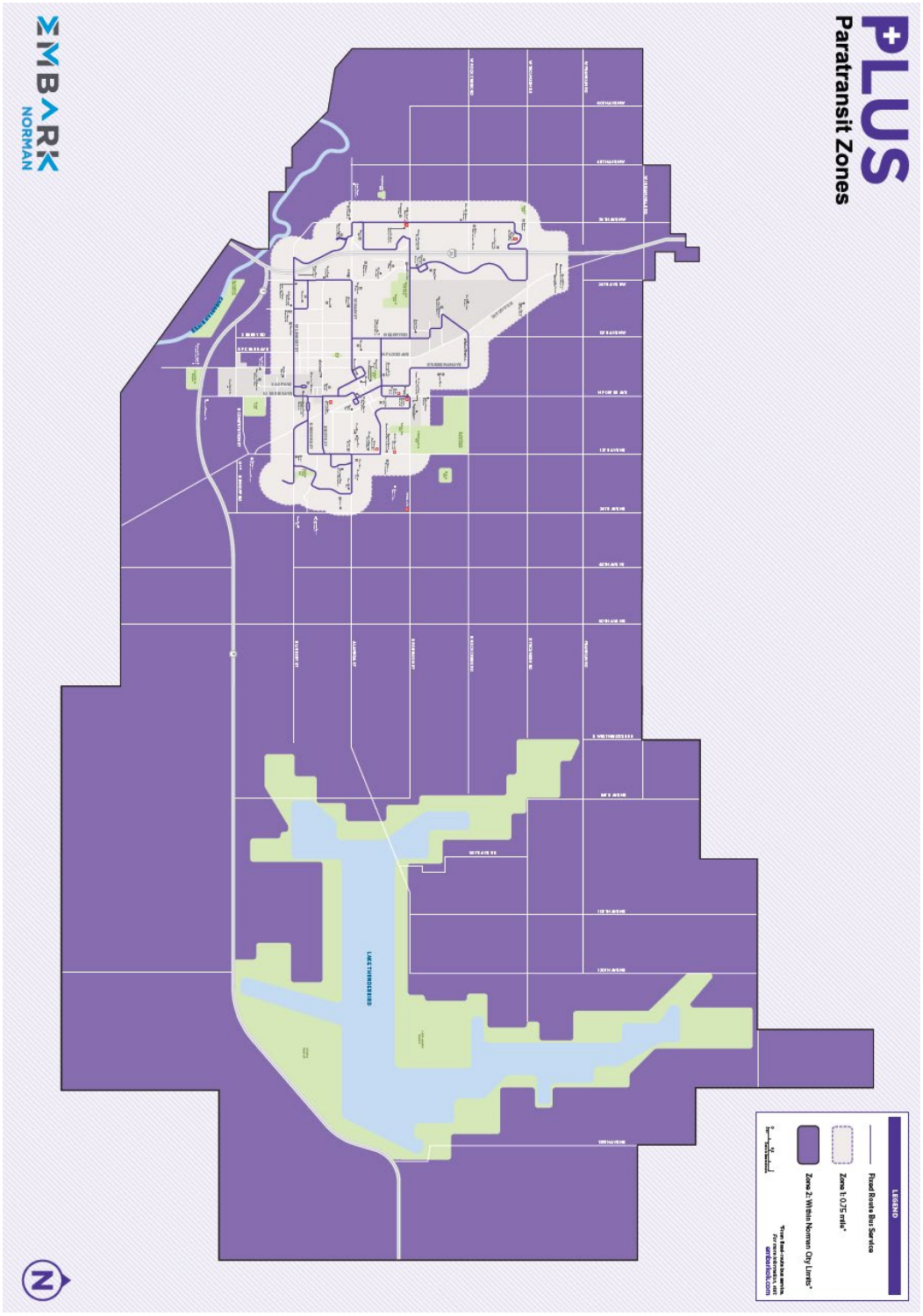


EXHIBIT C

Fiscal Year 2023
Norman Transit Routes

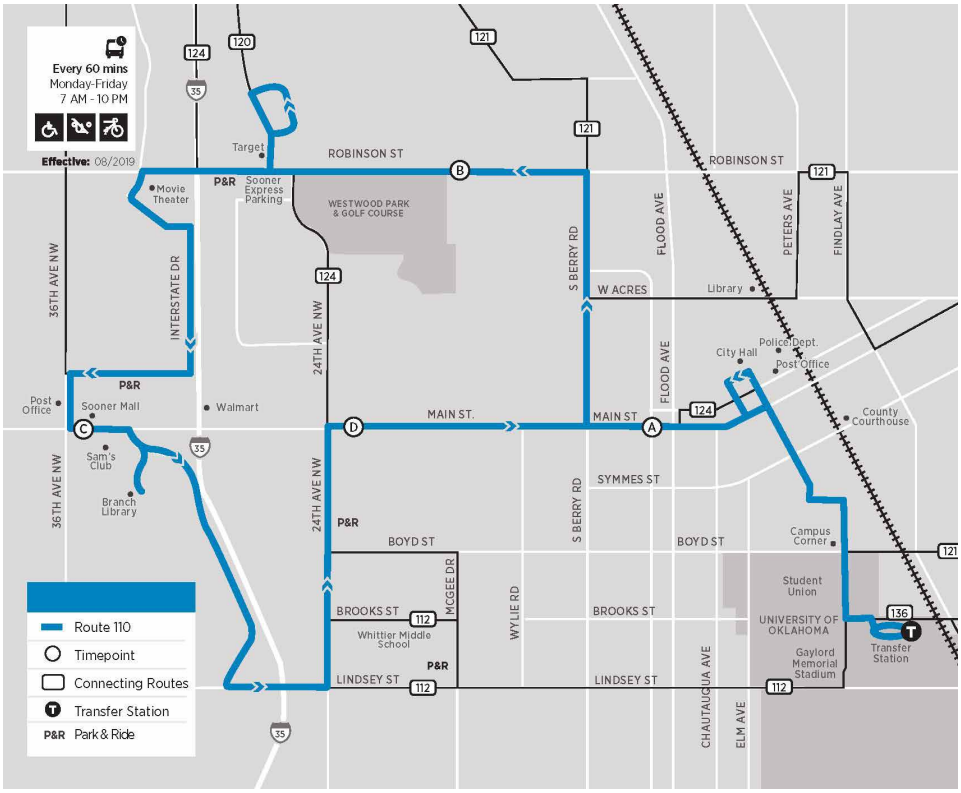
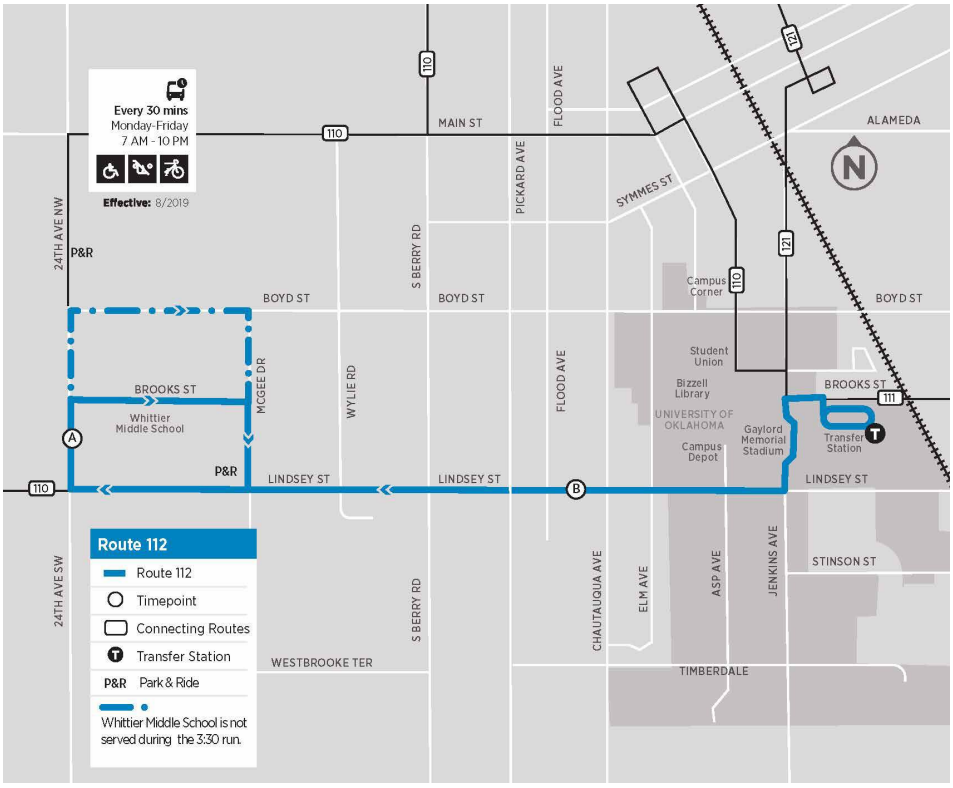




EXHIBIT C

Fiscal Year 2023
Norman Transit Routes



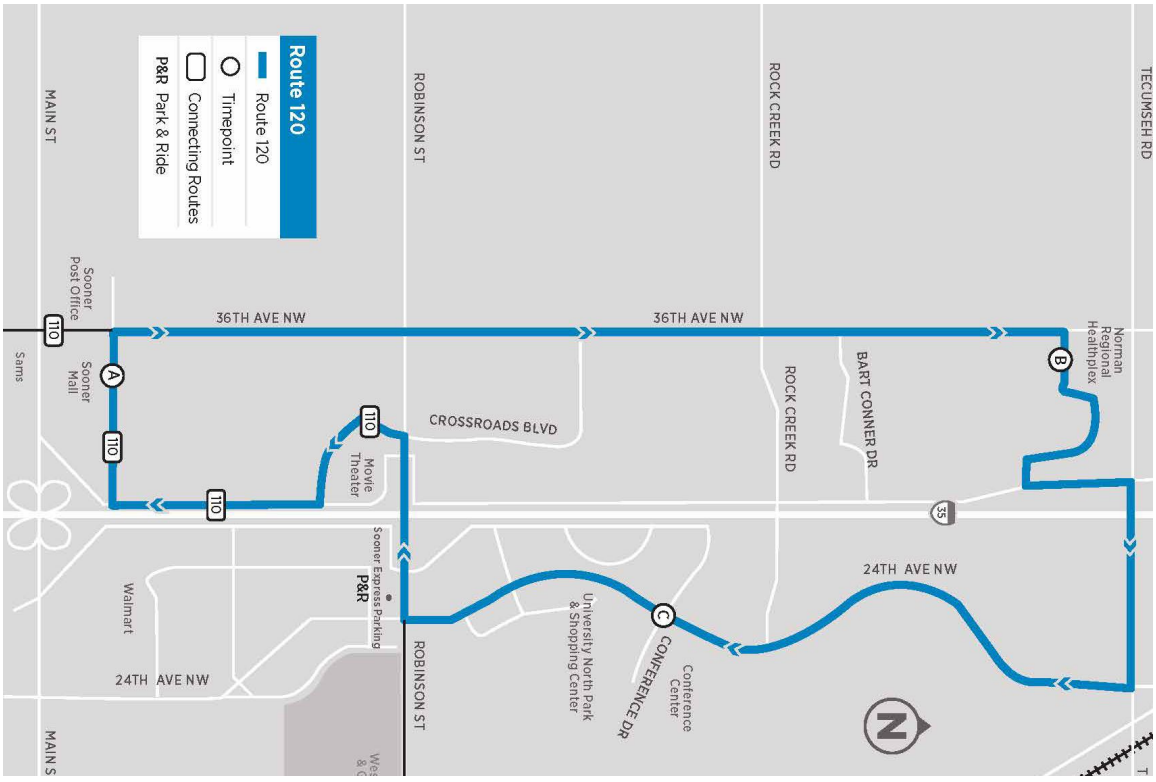


EXHIBIT C

Fiscal Year 2023
Norman Transit Routes

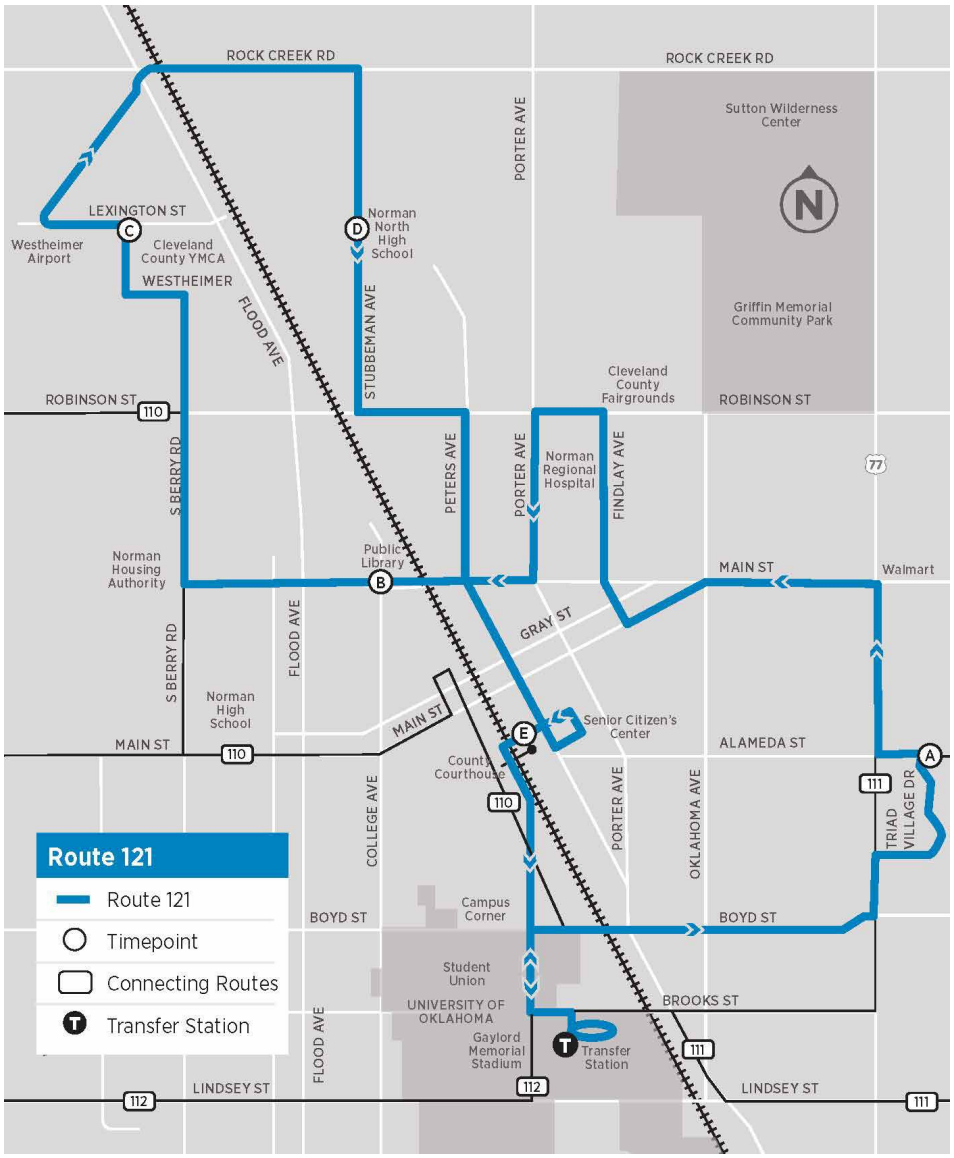


EXHIBIT C

Fiscal Year 2023
Norman Transit Routes



EXHIBIT D

Fiscal Year 2023
EMBARK Responsibilities

A. **Norman** acknowledges and agrees that during the term of this Agreement, **EMBARK** is not responsible for expanding the public transportation services provided within the **Norman** service area beyond what is outlined in **Exhibit B**. The **Parties** agree that the following general responsibilities, including the Scope of Services outlined in **Exhibit B** are to be accomplished by **EMBARK** and shall be performed in accordance with all rules, regulations, and laws applicable to **Norman**:

1. **EMBARK** will be responsible for the overall management of operations for the **Norman** Transit Services program as outlined in **Exhibit B and Exhibit C.**

2. **EMBARK** will assign a Program Manager as a liaison to **Norman** and its stakeholders and provide administrative program management of EMBARK Norman. Responsibilities include, but are not limited to, contract compliance, invoicing, project and service coordination, operations and maintenance oversight, procurement and solicitations, spokesperson, and consultation.

3. **EMBARK** will provide technical support to **Norman**, including but not limited to, transportation planning, policy development and review, budget development and review, market research, transit service and ridership analysis, federal guidance, and maintenance guidance. This Agreement allows **EMBARK** to engage private sector contractors to perform planning and management services for the public transportation systems as may be determined beneficial and upon the approval of **COTPA**. Such third-party contractors shall require approval or notice in accordance with Section 16(I) – Assignability, Third-Party Beneficiary, and Use.

4. **EMBARK** will provide administrative support to **Norman** including, but not limited to, personnel administration and recruitment, marketing and public information, community and customer engagement, information technology, training, security, and risk management. Said functions will be performed by **EMBARK** personnel under the supervision of the **COTPA** Administrator.

5. **EMBARK** will maintain separate records for Transit Services, including but not limited to, all records for public transportation functions, including revenue collection and control, accounting and financial reporting, and management reporting, budget analysis, administrative controls, contract administration, and staff support, and such records shall be maintained separately by **Norman** and **EMBARK** to the degree necessary to determine revenues and expenses by the system, facility, transit service route or program and otherwise as determined necessary by **Norman** or **COTPA**.

6. **EMBARK** reserves the right to limit or modify Transit Services due to the Force Majeure provision, weekends, and holidays, including the following: New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day.

7. **EMBARK** will assist **Norman** to develop, implement, and enforce reasonable operating policies and procedures compliant with FTA and ADA, including, but not limited to, fixed-

route and paratransit guidelines and requirements for the use of Transit Services and bus passenger facilities, transit advertising, rider conduct and exclusion, and temporary service modifications and detours.

8. **EMBARK** will notify **Norman**'s Program Manager before action is taken associated with the Rider Conduct and Exclusion policy.

9. **Norman** vehicles providing Transit Services shall be operated by an **EMBARK** operator duly licensed by the State of Oklahoma and in current possession of said license to operate vehicles for the type and size required by this Agreement. **EMBARK** shall ensure all operators assigned to vehicles with a capacity of sixteen (16) or more passengers, including the operator, have a valid commercial drivers' license and shall further comply with the rules for employees with commercial driver's licenses as specified by Oklahoma law.

10. **EMBARK** will report all vehicular or customer incidents to Norman. All EMBARK investigation materials and finding reports will be shared with Norman within two business days of their completion.

11. **EMBARK** will procure administrative technology equipment including, but not limited to, computers, VOIP phones, network hardware, software, mobile devices, printers or copiers, televisions or digital displays, and time clocks at **Norman**'s sole cost.

12. **EMBARK** will develop and maintain customer service materials including, but not limited to, fixed-route service schedules and maps, paratransit service materials, web pages, social media posts, news releases, photography, and promotional materials. This Agreement allows **EMBARK** to engage private sector contractors to perform creative services as may be determined beneficial and upon the approval of **COTPA** and **Norman**.

13. **EMBARK** agrees to notify **Norman** promptly of any received customer or regulatory complaints, in whole, relating to the public Transit Services provided by **EMBARK** under this Agreement. A report of all regulatory, transportation system, and Transit Services shall be submitted to **Norman**'s Program Manager weekly.

EXHIBIT E

Fiscal Year 2023
Scope of Vehicle Cleaning, Washing, and Fueling Services

1. STAFFING

EMBARK will assign (2) two full-time service crew technicians and one (1) full-time lead service crew technician working on-site at the **Norman** maintenance facility at North Base. The service crew technicians and full-time lead will work six (6) days a week, based on the schedule outlined in "***Employee Work Schedule***". These individuals will have the primary responsibility for daily vehicle cleaning, fueling, and reporting any noticed defects to **Norman** maintenance staff.

Staffing shortage across the country are at an all-time high. **EMBARK** is experiencing similar situations with the hiring of Service Crew Techs. **EMBARK** will make efforts to hire current **Norman** staff to fulfill the duties outlined.

2. CONTRACT DUTIES

The service crew technicians will check all vehicle fluid levels each time a vehicle is fueled and is thoroughly trained in each vehicle to spot cracked or broken belts, loose or broken brackets, or other worn parts within the engine compartment. The service crew technician is also trained to check for unusual noises, brake issues, and tire wear during the fueling process. Any noted issues are recorded by the technician and reported immediately to the **Norman** fleet maintenance division manager.

The service crew technicians will first fuel the non-compressed natural gas (CNG) vehicles each evening at the **Norman** fueling location, checking all fluid levels and general vehicle condition as described above. The Service crew technicians will next hook up all CNG equipped vehicles to the slow fill CNG equipment. Next, each vehicle's wheels and front and rear panels will be thoroughly washed every evening. Each vehicle's full exterior will be washed based on an even and odd schedule as outlined in schedule, "***Washing Cycle***". Each vehicle interior will be cleaned and sanitized using the **Norman** fogging equipment and the **Norman** recommended fogging supplies. The interior service signage will be inspected daily and replaced as needed. Every two weeks or more frequently as conditions warrant, each vehicle will receive a complete deep cleaning, and vehicles are sprayed for bugs and pests as needed.

3. ASSUMPTIONS

- **Norman** will provide and maintain the Power Washing Equipment Trailer and Service Truck.
- **Norman** will provide all storm water permits if required.
- **Norman** will provide the fogging equipment listed above and current materials on hand. **EMBARK** will purchase the replacement supplies for fogging.
- **EMBARK** will provide the supplies, such as rags, soap, and brushes needed to perform washing.
- **Norman** will provide access to fueling facilities for all fueling, including the fuel for the provided service truck and power washing equipment.
- **EMBARK** will provide uniforms and uniform cleaning services.
- **EMBARK** will clean every bus and para transit vehicle's front, rear and wheels every day.
- **EMBARK** will clean every bus and para transit vehicle's interior to include trash removal, sweeping, and all surfaces wiped down every day.
- **EMBARK** will perform a full exterior wash per the schedule, "***Washing Cycle***."

Vehicle Cleaning, Washing, and Fueling - Employee Work Schedule

Employee Type	SUN	MON	TUE	WED	THU	FRI	SAT
Full-Time Lead Service Crew Technician		8	8	8	8	8	
Full-Time Service Crew Technician		8	8	8	8	8	
Full-Time Service Crew Technician			8	8	8	8	8

Washing Cycle Schedule

City of Norman Transit Vehicles - July 1, 2022											
Fuel Type	Equip. No.	Yr	Make	Model	SU	MO	TU	WE	TH	FR	SA
D	5-0314	2003	NEW FLYER	D40LF			X		X		
D	5-0319	2003	NEW FLYER	D40LF		X		X			
D	5-0703	2007	GILLIG	MB		X		X			
D	5-0704	2007	GILLIG	MB			X		X		
D	5-0705	2007	GILLIG	MB		X		X			
C	5-0930	2009	Chevy/Glaval	C4500/Titan			X		X		
C	5-0931	2009	Chevy/Glaval	C4500/Titan		X		X			
C	5-0932	2009	Chevy/Glaval	C4500/Titan			X		X		
C	5-1028	2010	DAIMLER	LF 07.502			X		X		
C	5-1029	2010	DAIMLER	LF 07.502		X		X			
C	5-1533	2015	CHEVY	G4500 XPRESS		X		X			
C	5-1906	2019	GILLIG	G31B			X		X		
C	5-1907	2019	GILLIG	G31B		X		X			
D	5-0864	2008	Ford/Glaval	E450			X		X		
C	5-0967	2009	Chevy/Glaval	C4500/Titan		X		X			
C	5-0968	2009	Chevy/Glaval	C4500/Titan			X		X		
U	5-1055	2010	Dodge	ADA Caravan		X		X			
D	5-1308	2013	Chevy	G4500 Express			X		X		
C	5-1370	2013	Ford/Glaval	E450			X		X		
C	5-1371	2013	Ford/Glaval	E450		X		X			
C	5-1472	2014	Ford/Glaval	E450			X		X		
C	5-1473	2014	Ford/Glaval	E450		X		X			
C	5-1474	2014	Ford/Glaval	E450			X		X		
C	5-1475	2014	Ford/Glaval	E450		X		X			
U	5-1580	2015	Dodge	ADA Caravan			X		X		
U	5-1581	2015	Dodge	ADA Caravan		X		X			
C	5-2065	2020	Dodge	3500			X		X		
U	5-1048	2010	Dodge	Caravan			X		X		
U	5-1041	2010	Dodge	Caravan		X		X			
U	5-5367	2009	Chevy	1500 P/U		X		X			

EXHIBIT F

Fiscal Year 2023
Norman Responsibilities

Norman is responsible for all financial obligations under this Agreement, which shall be solely the obligations of **Norman** and not the obligation of **EMBARK** regardless of how stated herein. **Norman** will provide such resources, to assist **EMBARK**, as follows:

1. **Norman** will assign a Program Manager as a liaison to **EMBARK** and provide administrative program management of **Norman** Transit Services and Maintenance. Responsibilities include, but are not limited to, contract compliance, invoice processing, project coordination, State and Federal compliance, operations and maintenance oversight, procurement and solicitations, spokesperson, and consultation.

2. **Norman** shall provide road worthy bus and fleet vehicles that are safe to **EMBARK** to provide Transit Services. **Norman's** inventory of fleet vehicles at the start of this Agreement is outlined in **Exhibit I**.

3. **Norman** will supply **EMBARK** with a sufficient number of service vehicles in order to provide at least a twenty percent (20%) spare ratio.

4. **Norman** shall provide and maintain **EMBARK** with, or the means, to use intelligent transportation systems (ITS) products, which are designed to: improve system communications; to computerize ADA reservations, dispatch, and manifests; to promote and enhance overall system quality and efficiency through tracking schedule adherence and route adherence; to provide the technology and means for more accurate and reliable dispatching; to provide bus stop announcements; to provide automatic passenger counting; and to provide more accurate and timely information and data on system and **EMBARK's** performance.

5. **Norman** shall provide and maintain an onboard surveillance system on all revenue vehicles. All video will be accessible directly by EMBARK for the operational management of the system. **EMBARK** shall be notified in writing if any vehicle will be placed into service without an operable onboard surveillance system.

6. **Norman** shall make all reasonable efforts to ensure consistent display on all fixed-route vehicle destination signs. **EMBARK** shall be required from time to time to revise destination sign readings to reflect route changes or other relevant service information, as specified in writing by **Norman**. **EMBARK** shall be notified in writing if any vehicle will be placed into service without an operable electronic Destination Sign (front, side, dash and rear as equipped).

7. **Norman** will provide the public transit fleet required to operate Transit Services as identified in **Exhibit B** for each day of scheduled service. **Norman** will have transit service vehicles road-ready every service day by 5:15 a.m., at **Norman's** sole cost.

8. **Norman** shall maintain and keep the **Norman** transit fleet in good condition, in a state of good repair, and according to the vehicle manufacturers' recommendations. Vehicles will be maintained in compliance with all State and Federal laws and regulations, standard industry practices and applicable standard operating procedures (SOPs), including, but not limited to, preventive and corrective maintenance programs, inspection, repairs associated with the routine

delivery of transit service, onboard electronics and technology, and bodywork including maintaining interior and exterior decals. Vehicles will be maintained in compliance with all State and Federal laws and regulations, standard industry practices and applicable standard operating procedures (SOPs) in regards to Vehicle Cleaning, Washing, and Fueling as defined in **Exhibit E**, as provided by **EMBARK**.

9. **Norman** shall maintain records of all maintenance, vehicle mileage related to maintenance, repairs, and inspections performed on each vehicle.

10. **Norman** shall report all vehicle incidents to **EMBARK** including event investigation, and findings before the vehicle is returned to service.

11. **Norman** shall inspect all vehicles involved in vehicular incidents and provide notification in writing to **EMBARK** Norman operations when the vehicle is safe to resume service.

12. **Norman** shall maintain all property and equipment associated with the **Norman** Transit Services, including but not limited to, brightly lit and well-marked bus yard and facilities; bus stops, signs, benches, and shelters are clean and free of graffiti; placement and maintenance of bus stop signage and street furniture all at **Norman's** sole cost.

13. **Norman** will provide administrative support for functions required to help ensure the successful delivery of Transit Services. Support includes, but is not limited to, risk management, transportation planning, community engagement, security, GIS, information technology, event planning, legal, public information and marketing; and program management.

14. Two separate networks will be maintained at **Norman**-owned Facilities, one to support **Norman**-owned computers, servers, and printers and a second to support **EMBARK**-owned computers, servers, and printers, in accordance with the following:

A. **Norman** will supply the required network infrastructure for **EMBARK** to implement a local area network (LAN), separate from **Norman's** on-site network, for the purpose of conducting **EMBARK**-specific business functions. All **EMBARK**-owned computers, switches, and servers must be placed on this network. No equipment may be added to the **Norman** network by **EMBARK**. The network infrastructure will consist of Category 6 Unshielded Twisted Pair (UTP) cabling, wall jacks, and an **EMBARK** supplied Ethernet network switch(es) allowing connections within the provided facilities. No equipment may be added to the **EMBARK** network by **Norman. EMBARK** shall be provided a separate minimum 200 MB up down internet connection. **Norman** will provide rack space available for routers, switches, and servers.

15. Norman will provide a facility which meets with State, Federal, and union requirements which include, but not limited to:

a. **Norman** shall provide a facility including, but not limited to, sufficient office space for operations with a meeting and training room, storage, secure IT equipment closet, break room with furnished kitchen, driver's lounge, dispatch area, ADA accessible restrooms with lockers, well-lit employee parking, bus maintenance bays, bus yard, and can accommodate bus operations including drug testing. The facility shall have operable temperature control systems, electricity, water, internet, cable television, and solid waste services at **Norman's** sole cost.

b. **Norman** will fully furnish and maintain the facility furnishings including, but not limited to, kitchen appliances, lounge furniture, desks, filing cabinets, risk-rated task chairs, tables, ice machine, and shelving, at **Norman's** sole cost.

c. **Norman** is responsible for all janitorial services and maintenance related to the daily maintenance of the facility. Services include, but not limited to, cleaning and sanitizing of operation facilities, and clearing debris, snow and ice at **Norman's** sole cost.

16. **Norman** is responsible for State and Federal compliance. Responsibilities include, but not limited to, monitoring, management, certification, and compliance with all Federal and State grant agreements, programs, requirements and assurances, and **Norman** covenants to ensure local, State and Federal compliance, at **Norman's** sole cost.

17. **Norman** agrees to notify **EMBARK** promptly of any received customer or regulatory complaints, in whole, so that **EMBARK** can respond to and/or address promptly. A report of all regulatory, transportation system, Transit Services, and all other complaints shall be submitted to the **COTPA** Administrator and **EMBARK** Program Manager weekly.

18. Public Information functions for all **EMBARK** Transit Services will be performed exclusively by **EMBARK** staff. However, **Norman** will assist in coordinating and providing information to support **EMBARK** Public Information Officer (PIO) functions.

a. **EMBARK** acknowledges and agrees that **Norman**'s Chief Communications Officer (CCO) shall, from time to time, publish press releases on **Norman's** behalf in regard to the status of **Norman's** transportation system. Before any press releases, marketing, public communication, or other use of or messaging which includes **EMBARK's** branding, **Norman** and/or the CCO will require **EMBARK's** review and approval. Prior to any press releases, marketing, public communication, or other use of or messaging which does not utilize **EMBARK's** branding, **Norman** and/or the CCO will notify **EMBARK's** PIO. General press releases regarding City of **Norman** services, that include Transit Services, during holidays will be exempt from notifying the PIO.

19. **Norman** adopts **EMBARK's** Transit Service policies (ADA Guide, Rider Conduct and Exclusion Policy, and Advertising Policy), attached as **Exhibits J, K, and L**, as part of this Agreement. Should **EMBARK** amend any of these policies during the term of this agreement, **EMBARK** shall notify **Norman** in writing, and **Norman** may administratively approve or reject the changes in writing to **EMBARK**.

EXHIBIT G

Compensation

1. OPERATION OF TRANSIT SERVICES

a. **Norman** shall fully reimburse **EMBARK** for the reasonable and necessary costs of contracting for the delivery of Transit Services as detailed in **Exhibits A through E.**

b. The total compensation for the operation of monthly Transit Services and up-front public liability insurance premium during the term of this Agreement shall not exceed **$3,564,864.98** without both Parties' prior written approval. **Norman** shall pay to **EMBARK $184,670.98** upon receipt of an initial invoice for actual costs of the public liability insurance premium for coverage from July 1, 2022 – June 30, 2023. Should this insurance policy be cancelled during prior to June 30, 2023, **EMBARK** shall refund to **Norman** the amount of any refunded premium. The estimated budget for Transit Services outlined in **Exhibits A through E** are as follows:

Transit Services	**$3,045,220.00**
11% Transit Services Administration Fee	**$ 334,974.00**
Liability Insurance Premium & Claims	**$ 184,670.98**
Total Estimated Transit Services Budget	**$3,564,864.98**

c. **EMBARK** will invoice **Norman** monthly for the applicable costs incurred by delivering monthly Transit Services, including an 11% administrative fee for compensation to **EMBARK** for program management. Included in the estimated budget are Advertising and Promotion costs for the promotion of Saturday service and OU Game Day communications as well as Event Setup costs for moving the transfer station on OU game days to a temporary site needing some basic amenities, such as covered waiting areas, a health facility, and signage.

d. **Norman** shall reimburse **EMBARK** the actual cost of deductibles or other out-of-pocket actual costs relating to payment of liability claims up to a maximum amount of **$166,000.00** for incidents occurring from July 1, 2022, through June 30, 2023. Damage to **Norman**'s vehicles, equipment, or real or other property while under the care, custody, or operation of **EMBARK** and its employees or agents, if determined not to be the result of **Norman**'s or a third-party's negligence, shall be tracked and deducted from the total maximum **$166,000.00** liability reimbursement costs amount identified in Section 5(A)(5), unless and until such amount is exhausted. All deductions must be agreed upon by both Parties. If any monies are remaining from the **$166,000.00** total at the end of the contract term, those funds will be set aside and held in reserve by **Norman** until June 30, 2023. The **Parties** acknowledge and agree that in the normal course of business in operating a public transit service, minor damage, including, but not limited to, window, mirror, paint and rim damage, to the vehicles operating the service is a usual and customary expense and part of the day-to-day cost of operation. Minor damages to **Norman**'s property occurring as a result of normal daily public transit operations resulting in damage of up to **$1,500.00** in any single occurrence shall be treated as a routine maintenance expense, and any corresponding repairs costs shall be borne by **Norman** and not deducted from the **$166,000.00** amount. If such damage costs to **Norman**'s vehicles, equipment, or real or other property exceed **$15,000.00**, then the parties will meet to discuss an incident prevention plan. **Norman** and **EMBARK** agree to develop and implement reporting procedures and a tracking system.

Exhibit H

FTA Terms and Conditions

Attached on the following pages.

Not every provision of every certification will apply to every applicant or award. If a provision of a certification does not apply to the applicant or its award, FTA will not enforce that provision. Refer to FTA's accompanying Instructions document for more information.

Text in italics is guidance to the public. It does not have the force and effect of law, and is not meant to bind the public in any way. It is intended only to provide clarity to the public regarding existing requirements under the law or agency policies.

CATEGORY 1. CERTIFICATIONS AND ASSURANCES REQUIRED OF EVERY APPLICANT.

All applicants must make the certifications in this category.

1.1. Standard Assurances.

The certifications in this subcategory appear as part of the applicant's registration or annual registration renewal in the System for Award Management (SAM.gov) and on the Office of Management and Budget's standard form 424B "Assurances—Non-Construction Programs". This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.

(b) Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.

(c) Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.

(d) Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.

(e) Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§ 4728–4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 CFR 900, Subpart F).

(f) Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to:

(1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin, as effectuated by U.S. DOT regulation 49 CFR Part 21;

(2) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–1683, and 1685–1686), which prohibits discrimination on the basis of sex, as effectuated by U.S. DOT regulation 49 CFR Part 25;

(3) Section 5332 of the Federal Transit Law (49 U.S.C. § 5332), which prohibits any person being excluded from participating in, denied a benefit of, or discriminated against under, a project, program, or activity receiving financial assistance from FTA because of race, color, religion, national origin, sex, disability, or age.

(4) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of handicaps, as effectuated by U.S. DOT regulation 49 CFR Part 27;

(5) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101–6107), which prohibits discrimination on the basis of age;

(6) The Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse;

(7) The comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91–616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism;

(8) Sections 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records;

(9) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental, or financing of housing;

(10) Any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and,

(11) the requirements of any other nondiscrimination statute(s) which may apply to the application.

(g) Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 ("Uniform Act") (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases. The requirements of the Uniform Act are effectuated by U.S. DOT regulation 49 CFR Part 24.

(h) Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§ 1501–1508 and 7324–7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

(i) Will comply, as applicable, with the provisions of the Davis–Bacon Act (40 U.S.C. §§ 276a to 276a-7), the Copeland Act (40 U.S.C. § 276c and 18 U.S.C. § 874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§ 327–333), regarding labor standards for federally assisted construction subagreements.

(j) Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is $10,000 or more.

(k) Will comply with environmental standards which may be prescribed pursuant to the following:

(1) Institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514;

(2) Notification of violating facilities pursuant to EO 11738;

(3) Protection of wetlands pursuant to EO 11990;

(4) Evaluation of flood hazards in floodplains in accordance with EO 11988;

(5) Assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§ 1451 et seq.);

(6) Conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§ 7401 et seq.);

(7) Protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and

(8) Protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93–205).

(l) Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§ 1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.

(m) Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. § 470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§ 469a-1 et seq.).

(n) Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.

(o) Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§ 2131 et seq.) pertaining to the care, handling, and treatment of warm blooded

animals held for research, teaching, or other activities supported by this award of assistance.

(p) Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§ 4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.

(q) Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and 2 CFR Part 200, Subpart F, "Audit Requirements", as adopted and implemented by U.S. DOT at 2 CFR Part 1201.

(r) Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program under which it is applying for assistance.

(s) Will comply with the requirements of Section 106(g) of the Trafficking Victims Protection Act (TVPA) of 2000, as amended (22 U.S.C. § 7104) which prohibits grant award recipients or a subrecipient from:

(1) Engaging in severe forms of trafficking in persons during the period of time that the award is in effect;

(2) Procuring a commercial sex act during the period of time that the award is in effect; or

(3) Using forced labor in the performance of the award or subawards under the award.

1.2. Standard Assurances: Additional Assurances for Construction Projects.

This certification appears on the Office of Management and Budget's standard form 424D "Assurances—Construction Programs" and applies specifically to federally assisted projects for construction. This certification has been modified in places to include analogous certifications required by U.S. DOT statutes or regulations.

As the duly authorized representative of the applicant, you certify that the applicant:

(a) Will not dispose of, modify the use of, or change the terms of the real property title or other interest in the site and facilities without permission and instructions from the awarding agency; will record the Federal awarding agency directives; and will include a covenant in the title of real property acquired in whole or in part with Federal assistance funds to assure nondiscrimination during the useful life of the project.

(b) Will comply with the requirements of the assistance awarding agency with regard to the drafting, review, and approval of construction plans and specifications.

(c) Will provide and maintain competent and adequate engineering supervision at the construction site to ensure that the complete work confirms with the approved plans and specifications, and will furnish progressive reports and such other information as may be required by the assistance awarding agency or State.

1.3. Procurement.

The Uniform Administrative Requirements, 2 CFR § 200.324, allow a recipient to self-certify that its procurement system complies with Federal requirements, in lieu of submitting to certain pre-procurement reviews.

The applicant certifies that its procurement system complies with:

(a) U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, particularly 2 CFR §§ 200.317–200.326 "Procurement Standards;
(b) Federal laws, regulations, and requirements applicable to FTA procurements; and
(c) The latest edition of FTA Circular 4220.1 and other applicable Federal guidance.

1.4. Suspension and Debarment.

Pursuant to Executive Order 12549, as implemented at 2 CFR Parts 180 and 1200, prior to entering into a covered transaction with an applicant, FTA must determine whether the applicant is excluded from participating in covered non-procurement transactions. For this purpose, FTA is authorized to collect a certification from each applicant regarding the applicant's exclusion status. 2 CFR § 180.300. Additionally, each applicant must disclose any information required by 2 CFR § 180.335 about the applicant and the applicant's principals prior to entering into an award agreement with FTA. This certification serves both purposes.

The applicant certifies, to the best of its knowledge and belief, that the applicant and each of its principals:

(a) Is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily or involuntarily excluded from covered transactions by any Federal department or agency;
(b) Has not, within the preceding three years, been convicted of or had a civil judgment rendered against him or her for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public or private agreement or transaction; violation of Federal or State antitrust statutes, including those proscribing price fixing between competitors, allocation of customers between competitors, and bid rigging; commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, receiving stolen property, making false claims, or obstruction of justice; or commission of any other offense indicating a lack of business integrity or business honesty;

(c) Is not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any offense described in paragraph (b) of this certification;
(d) Has not, within the preceding three years, had one or more public transactions (Federal, State, or local) terminated for cause or default.

1.5. Coronavirus Response and Relief Supplemental Appropriations Act, 2021, and CARES Act Funding.

The applicant certifies:

(a) To the maximum extent possible, funds made available under title IV of division M of the Consolidated Appropriations Act, 2021 (Public Law 116–260), and in title XII of division B of the CARES Act (Public Law 116–136; 134 Stat. 599) shall be directed to payroll and operations of public transit (including payroll and expenses of private providers of public transportation); or
(a) The applicant certifies that the applicant has not furloughed any employees.

1.6. American Rescue Plan Act Funding.

The applicant certifies:

(a) Funds made available by Section 3401(a)(2)(A) of the American Rescue Plan Act of 2021 (Public Law 117-2) shall be directed to payroll and operations of public transportation (including payroll and expenses of private providers of public transportation); or
(b) The applicant certifies that the applicant has not furloughed any employees.

CATEGORY 2. PUBLIC TRANSPORTATION AGENCY SAFETY PLANS

This certification is required of each applicant under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), each rail operator that is subject to FTA's state safety oversight programs, and each State that is required to draft and certify a public transportation agency safety plan on behalf of a small public transportation provider pursuant to 49 CFR § 673.11(d). This certification is required by 49 U.S.C. § 5329(d)(1) and 49 CFR § 673.13.

This certification does not apply to any applicant that receives financial assistance from FTA exclusively under the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or combination of these two programs.

If the applicant is an operator, the applicant certifies that it has established a public transportation agency safety plan meeting the requirements of 49 U.S.C. § 5329(d)(1) and 49 CFR Part 673.

If the applicant is a State, the applicant certifies that:

(a) It has drafted a public transportation agency safety plan for each small public transportation provider within the State, unless the small public transportation provider provided notification to the State that it was opting out of the State-drafted plan and drafting its own public transportation agency safety plan; and

(b) Each small public transportation provider within the State has a public transportation agency safety plan that has been approved by the provider's Accountable Executive (as that term is defined at 49 CFR § 673.5) and Board of Directors or Equivalent Authority (as that term is defined at 49 CFR § 673.5).

CATEGORY 3. TAX LIABILITY AND FELONY CONVICTIONS.

If the applicant is a business association (regardless of for-profit, not for-profit, or tax exempt status), it must make this certification. Federal appropriations acts since at least 2014 have prohibited FTA from using funds to enter into an agreement with any corporation that has unpaid Federal tax liabilities or recent felony convictions without first considering the corporation for debarment. E.g., Consolidated Appropriations Act, 2021, Pub. L. 116-260, div. E, title VII, §§ 744–745. U.S. DOT Order 4200.6 defines a "corporation" as "any private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association", and applies the restriction to all tiers of subawards. As prescribed by U.S. DOT Order 4200.6, FTA requires each business association applicant to certify as to its tax and felony status.

If the applicant is a private corporation, partnership, trust, joint-stock company, sole proprietorship, or other business association, the applicant certifies that:

(a) It has no unpaid Federal tax liability that has been assessed, for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability; and

(b) It has not been convicted of a felony criminal violation under any Federal law within the preceding 24 months.

CATEGORY 4. LOBBYING.

If the applicant will apply for a grant or cooperative agreement exceeding $100,000, or a loan, line of credit, loan guarantee, or loan insurance exceeding $150,000, it must make the following certification and, if applicable, make a disclosure regarding the applicant's lobbying activities. This certification is required by 49 CFR § 20.110 and app. A to that part.

This certification does not apply to an applicant that is an Indian Tribe, Indian organization, or an Indian tribal organization exempt from the requirements of 49 CFR Part 20.

4.1. Certification for Contracts, Grants, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

(a) 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 an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of 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.

(b) 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 Form to Report Lobbying," in accordance with its instructions.

(c) The undersigned shall require that the language of this certification be included in the award documents for all subawards 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.

4.2. Statement for Loan Guarantees and Loan Insurance.

The undersigned states, to the best of his or her knowledge and belief, that:

If any 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 commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

Submission of this statement 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 statement shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

CATEGORY 5. PRIVATE SECTOR PROTECTIONS.

If the applicant will apply for funds that it will use to acquire or operate public transportation facilities or equipment, the applicant must make the following certification regarding protections for the private sector.

5.1. Charter Service Agreement.

To enforce the provisions of 49 U.S.C. § 5323(d), FTA's charter service regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following Charter Service Agreement. 49 CFR § 604.4.

The applicant agrees that it, and each of its subrecipients, and third party contractors at any level who use FTA-funded vehicles, may provide charter service using equipment or facilities acquired with Federal assistance authorized under the Federal Transit Laws only in compliance with the regulations set out in 49 CFR Part 604, the terms and conditions of which are incorporated herein by reference.

5.2. School Bus Agreement.

To enforce the provisions of 49 U.S.C. § 5323(f), FTA's school bus regulation requires each applicant seeking assistance from FTA for the purpose of acquiring or operating any public transportation equipment or facilities to make the following agreement regarding the provision of school bus services. 49 CFR § 605.15.

(a) If the applicant is not authorized by the FTA Administrator under 49 CFR § 605.11 to engage in school bus operations, the applicant agrees and certifies as follows:
   (1) The applicant and any operator of project equipment agrees that it will not engage in school bus operations in competition with private school bus operators.
   (2) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Mass Transit Regulations, or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(b) If the applicant is authorized or obtains authorization from the FTA Administrator to engage in school bus operations under 49 CFR § 605.11, the applicant agrees as follows:

(1) The applicant agrees that neither it nor any operator of project equipment will engage in school bus operations in competition with private school bus operators except as provided herein.

(2) The applicant, or any operator of project equipment, agrees to promptly notify the FTA Administrator of any changes in its operations which might jeopardize the continuation of an exemption under § 605.11.

(3) The applicant agrees that it will not engage in any practice which constitutes a means of avoiding the requirements of this agreement, part 605 of the Federal Transit Administration regulations or section 164(b) of the Federal-Aid Highway Act of 1973 (49 U.S.C. 1602a(b)).

(4) The applicant agrees that the project facilities and equipment shall be used for the provision of mass transportation services within its urban area and that any other use of project facilities and equipment will be incidental to and shall not interfere with the use of such facilities and equipment in mass transportation service to the public.

CATEGORY 6. TRANSIT ASSET MANAGEMENT PLAN.

If the applicant owns, operates, or manages capital assets used to provide public transportation, the following certification is required by 49 U.S.C. § 5326(a).

The applicant certifies that it is in compliance with 49 CFR Part 625.

CATEGORY 7. ROLLING STOCK BUY AMERICA REVIEWS AND BUS TESTING.

7.1. Rolling Stock Buy America Reviews.

If the applicant will apply for an award to acquire rolling stock for use in revenue service, it must make this certification. This certification is required by 49 CFR § 663.7.

The applicant certifies that it will conduct or cause to be conducted the pre-award and post-delivery audits prescribed by 49 CFR Part 663 and will maintain on file the certifications required by Subparts B, C, and D of 49 CFR Part 663.

7.2. Bus Testing.

If the applicant will apply for funds for the purchase or lease of any new bus model, or any bus model with a major change in configuration or components, the applicant must make this certification. This certification is required by 49 CFR § 665.7.

The applicant certifies that the bus was tested at the Bus Testing Facility and that the bus received a passing test score as required by 49 CFR Part 665. The applicant has received or will

receive the appropriate full Bus Testing Report and any applicable partial testing reports before final acceptance of the first vehicle.

CATEGORY 8. URBANIZED AREA FORMULA GRANTS PROGRAM.

If the applicant will apply for an award under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), or any other program or award that is subject to the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310); "flex funds" from infrastructure programs administered by the Federal Highways Administration (see 49 U.S.C. § 5334(i)); projects that will receive an award authorized by the Transportation Infrastructure Finance and Innovation Act ("TIFIA") (23 U.S.C. §§ 601–609) or State Infrastructure Bank Program (23 U.S.C. § 610) (see 49 U.S.C. § 5323(o)); formula awards or competitive awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(a) and (b)); or low or no emission awards to any area under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339(c)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5307(c)(1).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out the program of projects (developed pursuant 49 U.S.C. § 5307(b)), including safety and security aspects of the program;

(b) Has or will have satisfactory continuing control over the use of equipment and facilities;

(c) Will maintain equipment and facilities in accordance with the applicant's transit asset management plan;

(d) Will ensure that, during non-peak hours for transportation using or involving a facility or equipment of a project financed under this section, a fare that is not more than 50 percent of the peak hour fare will be charged for any—

  (1) Senior;

  (2) Individual who, because of illness, injury, age, congenital malfunction, or any other incapacity or temporary or permanent disability (including an individual who is a wheelchair user or has semi-ambulatory capability), cannot use a public transportation service or a public transportation facility effectively without special facilities, planning, or design; and

  (3) Individual presenting a Medicare card issued to that individual under title II or XVIII of the Social Security Act (42 U.S.C. §§ 401 et seq., and 1395 et seq.);

(e) In carrying out a procurement under 49 U.S.C. § 5307, will comply with 49 U.S.C. §§ 5323 (general provisions) and 5325 (contract requirements);

(f) Has complied with 49 U.S.C. § 5307(b) (program of projects requirements);

(g) Has available and will provide the required amounts as provided by 49 U.S.C. § 5307(d) (cost sharing);

(h) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning);

(i) Has a locally developed process to solicit and consider public comment before raising a fare or carrying out a major reduction of transportation;

(j) Either—

(1) Will expend for each fiscal year for public transportation security projects, including increased lighting in or adjacent to a public transportation system (including bus stops, subway stations, parking lots, and garages), increased camera surveillance of an area in or adjacent to that system, providing an emergency telephone line to contact law enforcement or security personnel in an area in or adjacent to that system, and any other project intended to increase the security and safety of an existing or planned public transportation system, at least 1 percent of the amount the recipient receives for each fiscal year under 49 U.S.C. § 5336; or

(2) Has decided that the expenditure for security projects is not necessary;

(k) In the case of an applicant for an urbanized area with a population of not fewer than 200,000 individuals, as determined by the Bureau of the Census, will submit an annual report listing projects carried out in the preceding fiscal year under 49 U.S.C. § 5307 for associated transit improvements as defined in 49 U.S.C. § 5302; and

(l) Will comply with 49 U.S.C. § 5329(d) (public transportation agency safety plan).

CATEGORY 9. FORMULA GRANTS FOR RURAL AREAS.

If the applicant will apply for funds made available to it under the Formula Grants for Rural Areas Program (49 U.S.C. § 5311), it must make this certification. Paragraph (a) of this certification helps FTA make the determinations required by 49 U.S.C. § 5310(b)(2)(C). Paragraph (b) of this certification is required by 49 U.S.C. § 5311(f)(2). Paragraph (c) of this certification, which applies to funds apportioned for the Appalachian Development Public Transportation Assistance Program, is necessary to enforce the conditions of 49 U.S.C. § 5311(c)(2)(D).

(a) The applicant certifies that its State program for public transportation service projects, including agreements with private providers for public transportation service—

(1) Provides a fair distribution of amounts in the State, including Indian reservations; and

(2) Provides the maximum feasible coordination of public transportation service assisted under 49 U.S.C. § 5311 with transportation service assisted by other Federal sources; and

(b) If the applicant will in any fiscal year expend less than 15% of the total amount made available to it under 49 U.S.C. § 5311 to carry out a program to develop and support intercity bus transportation, the applicant certifies that it has consulted with affected intercity bus service providers, and the intercity bus service needs of the State are being met adequately.

(c) If the applicant will use for a highway project amounts that cannot be used for operating expenses authorized under 49 U.S.C. § 5311(c)(2) (Appalachian Development Public Transportation Assistance Program), the applicant certifies that—

(1) It has approved the use in writing only after providing appropriate notice and an opportunity for comment and appeal to affected public transportation providers; and

(2) It has determined that otherwise eligible local transit needs are being addressed.

CATEGORY 10. FIXED GUIDEWAY CAPITAL INVESTMENT GRANTS AND THE EXPEDITED PROJECT DELIVERY FOR CAPITAL INVESTMENT GRANTS PILOT PROGRAM.

If the applicant will apply for an award under any subsection of the Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), including an award made pursuant to the FAST Act's Expedited Project Delivery for Capital Investment Grants Pilot Program (Pub. L. 114-94, div. A, title III, § 3005(b)), the applicant must make the following certification. This certification is required by 49 U.S.C. § 5309(c)(2) and Pub. L. 114-94, div. A, title III, § 3005(b)(3)(B).

The applicant certifies that it:

(a) Has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award,

(b) Has or will have satisfactory continuing control over the use of equipment and facilities acquired or improved under its Award.

(c) Will maintain equipment and facilities acquired or improved under its Award in accordance with its transit asset management plan; and

(d) Will comply with 49 U.S.C. §§ 5303 (metropolitan transportation planning) and 5304 (statewide and nonmetropolitan transportation planning).

CATEGORY 11. GRANTS FOR BUSES AND BUS FACILITIES AND LOW OR NO EMISSION VEHICLE DEPLOYMENT GRANT PROGRAMS.

If the applicant is in an urbanized area and will apply for an award under subsection (a) (formula grants), subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 8 for Urbanized Area Formula

Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

If the applicant is in a rural area and will apply for an award under subsection (a) (formula grants), subsection (b) (bus and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the certification in Category 9 for Formula Grants for Rural Areas (49 U.S.C. § 5311). This certification is required by 49 U.S.C. § 5339(a)(3), (b)(6), and (c)(3), respectively.

Making this certification will incorporate by reference the applicable certifications in Category 8 or Category 9.

If the applicant will receive a competitive award under subsection (b) (buses and bus facilities competitive grants), or subsection (c) (low or no emissions grants) of the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) related to zero emissions vehicles or related infrastructure, it must make the following certification. This certification is required by 49 U.S.C. § 5339(d).

The applicant will use 5 percent of grants related to zero emissions vehicles (as defined in subsection (c)(1)) or related infrastructure under subsection (b) or (c) to fund workforce development training as described in section 49 U.S.C. § 5314(b)(2) (including registered apprenticeships and other labor-management training programs) under the recipient's plan to address the impact of the transition to zero emission vehicles on the applicant's current workforce; or the applicant certifies a smaller percentage is necessary to carry out that plan.

CATEGORY 12. ENHANCED MOBILITY OF SENIORS AND INDIVIDUALS WITH DISABILITIES PROGRAMS.

If the applicant will apply for an award under the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program (49 U.S.C. § 5310), it must make the certification in Category 8 for Urbanized Area Formula Grants (49 U.S.C. § 5307). This certification is required by 49 U.S.C. § 5310(e)(1). Making this certification will incorporate by reference the certification in Category 8, except that FTA has determined that (d), (f), (i), (j), and (k) of Category 8 do not apply to awards made under 49 U.S.C. § 5310 and will not be enforced.

In addition to the certification in Category 8, the applicant must make the following certification that is specific to the Formula Grants for the Enhanced Mobility of Seniors and Individuals with Disabilities Program. This certification is required by 49 U.S.C. § 5310(e)(2).

The applicant certifies that:

(a) The projects selected by the applicant are included in a locally developed, coordinated public transit-human services transportation plan;
(b) The plan described in clause (a) was developed and approved through a process that included participation by seniors, individuals with disabilities, representatives of public, private, and nonprofit transportation and human services providers, and other members of the public;
(c) To the maximum extent feasible, the services funded under 49 U.S.C. § 5310 will be coordinated with transportation services assisted by other Federal departments and agencies, including any transportation activities carried out by a recipient of a grant from the Department of Health and Human Services; and
(d) If the applicant will allocate funds received under 49 U.S.C. § 5310 to subrecipients, it will do so on a fair and equitable basis.

CATEGORY 13. STATE OF GOOD REPAIR GRANTS.

If the applicant will apply for an award under FTA's State of Good Repair Grants Program (49 U.S.C. § 5337), it must make the following certification. Because FTA generally does not review the transit asset management plans of public transportation providers, the asset management certification is necessary to enforce the provisions of 49 U.S.C. § 5337(a)(4). The certification with regard to acquiring restricted rail rolling stock is required by 49 U.S.C. § 5323(u)(4). Note that this certification is not limited to the use of Federal funds.

The applicant certifies that the projects it will carry out using assistance authorized by the State of Good Repair Grants Program, 49 U.S.C. § 5337, are aligned with the applicant's most recent transit asset management plan and are identified in the investment and prioritization section of such plan, consistent with the requirements of 49 CFR Part 625.

If the applicant operates a rail fixed guideway service, the applicant certifies that, in the fiscal year for which an award is available to the applicant under the State of Good Repair Grants Program, 49 U.S.C. § 5337, the applicant will not award any contract or subcontract for the procurement of rail rolling stock for use in public transportation with a rail rolling stock manufacturer described in 49 U.S.C. § 5323(u)(1).

CATEGORY 14. INFRASTRUCTURE FINANCE PROGRAMS.

If the applicant will apply for an award for a project that will include assistance under the Transportation Infrastructure Finance and Innovation Act ("TIFIA") Program (23 U.S.C. §§ 601–609) or the State Infrastructure Banks ("SIB") Program (23 U.S.C. § 610), it must make the certifications in Category 8 for the Urbanized Area Formula Grants Program, Category 10 for the Fixed Guideway Capital Investment Grants program, and Category 13 for the State of Good Repair Grants program. These certifications are required by 49 U.S.C. § 5323(o).

Making this certification will incorporate the certifications in Categories 8, 10, and 13 by reference.

CATEGORY 15. ALCOHOL AND CONTROLLED SUBSTANCES TESTING.

If the applicant will apply for an award under FTA's Urbanized Area Formula Grants Program (49 U.S.C. § 5307), Fixed Guideway Capital Investment Program (49 U.S.C. § 5309), Formula Grants for Rural Areas Program (49 U.S.C. § 5311), or Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339) programs, the applicant must make the following certification. The applicant must make this certification on its own behalf and on behalf of its subrecipients and contractors. This certification is required by 49 CFR § 655.83.

The applicant certifies that it, its subrecipients, and its contractors are compliant with FTA's regulation for the Prevention of Alcohol Misuse and Prohibited Drug Use in Transit Operations, 49 CFR Part 655.

CATEGORY 16. RAIL SAFETY TRAINING AND OVERSIGHT.

If the applicant is a State with at least one rail fixed guideway system, or is a State Safety Oversight Agency, or operates a rail fixed guideway system, it must make the following certification. The elements of this certification are required by 49 CFR §§ 672.31 and 674.39.

The applicant certifies that the rail fixed guideway public transportation system and the State Safety Oversight Agency for the State are:

(a) Compliant with the requirements of 49 CFR Part 672, "Public Transportation Safety Certification Training Program"; and
(b) Compliant with the requirements of 49 CFR Part 674, "Sate Safety Oversight".

CATEGORY 17. DEMAND RESPONSIVE SERVICE.

If the applicant operates demand responsive service and will apply for an award to purchase a non-rail vehicle that is not accessible within the meaning of 49 CFR Part 37, it must make the following certification. This certification is required by 49 CFR § 37.77.

The applicant certifies that the service it provides to individuals with disabilities is equivalent to that provided to other persons. A demand responsive system, when viewed in its entirety, is deemed to provide equivalent service if the service available to individuals with disabilities, including individuals who use wheelchairs, is provided in the most integrated setting appropriate to the needs of the individual and is equivalent to the service provided other individuals with respect to the following service characteristics:

(a) Response time;

(b) Fares;
(c) Geographic area of service;
(d) Hours and days of service;
(e) Restrictions or priorities based on trip purpose;
(f) Availability of information and reservation capability; and
(g) Any constraints on capacity or service availability.

CATEGORY 18. INTEREST AND FINANCING COSTS.

*If the applicant will pay for interest or other financing costs of a project using assistance awarded under the Urbanized Area Formula Grants Program (49 U.S.C. § 5307), the Fixed Guideway Capital Investment Grants Program (49 U.S.C. § 5309), or any program that must comply with the requirements of 49 U.S.C. § 5307, including the Formula Grants for the Enhanced Mobility of Seniors Program (49 U.S.C. § 5310), "flex funds" from infrastructure programs administered by the Federal Highways Administration (*see *49 U.S.C. § 5334(i)), or awards to urbanized areas under the Grants for Buses and Bus Facilities Program (49 U.S.C. § 5339), the applicant must make the following certification. This certification is required by 49 U.S.C. §§ 5307(e)(3) and 5309(k)(2)(D).*

The applicant certifies that:

(a) Its application includes the cost of interest earned and payable on bonds issued by the applicant only to the extent proceeds of the bonds were or will be expended in carrying out the project identified in its application; and
(b) The applicant has shown or will show reasonable diligence in seeking the most favorable financing terms available to the project at the time of borrowing.

CATEGORY 19. CYBERSECURITY CERTIFICATION FOR RAIL ROLLING STOCK AND OPERATIONS.

If the applicant operates a rail fixed guideway public transportation system, it must make this certification. This certification is required by 49 U.S.C. § 5323(v), a new subsection added by the National Defense Authorization Act for Fiscal Year 2020, Pub. L. 116-92, § 7613 (Dec. 20, 2019). For information about standards or practices that may apply to a rail fixed guideway public transportation system, visit https://www.nist.gov/cyberframework *and* https://www.cisa.gov/.

The applicant certifies that it has established a process to develop, maintain, and execute a written plan for identifying and reducing cybersecurity risks that complies with the requirements of 49 U.S.C. § 5323(v)(2).

CATEGORY 20. PUBLIC TRANSPORTATION ON INDIAN RESERVATIONS FORMULA AND DISCRETIONARY PROGRAM (TRIBAL TRANSIT PROGRAMS).

Before FTA may provide Federal assistance for an Award financed under either the Public Transportation on Indian Reservations Formula or Discretionary Program authorized under 49 U.S.C. § 5311(c)(1), as amended by the FAST Act, (Tribal Transit Programs), the applicant must select the Certifications in Category 21, except as FTA determines otherwise in writing. Tribal Transit Program applicants may certify to this Category and Category 1 (Certifications and Assurances Required of Every Applicant) and need not make any other certification, to meet Tribal Transit Program certification requirements. If an applicant will apply for any program in addition to the Tribal Transit Program, additional certifications may be required.

FTA has established terms and conditions for Tribal Transit Program grants financed with Federal assistance appropriated or made available under 49 U.S.C. § 5311(c)(1). The applicant certifies that:

(a) It has or will have the legal, financial, and technical capacity to carry out its Award, including the safety and security aspects of that Award.

(b) It has or will have satisfactory continuing control over the use of its equipment and facilities acquired or improved under its Award.

(c) It will maintain its equipment and facilities acquired or improved under its Award, in accordance with its transit asset management plan and consistent with FTA regulations, "Transit Asset Management," 49 CFR Part 625. Its Award will achieve maximum feasible coordination with transportation service financed by other federal sources.

(d) With respect to its procurement system:
   (1) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 1201, which incorporates by reference U.S. OMB regulatory guidance, "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR Part 200, for Awards made on or after December 26, 2014,
   (2) It will have a procurement system that complies with U.S. DOT regulations, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments," 49 CFR Part 18, specifically former 49 CFR § 18.36, for Awards made before December 26, 2014, or
   (3) It will inform FTA promptly if its procurement system does not comply with either of those U.S. DOT regulations.

(e) It will comply with the Certifications, Assurances, and Agreements in:
   (1) Category 05.1 and 05.2 (Charter Service Agreement and School Bus Agreement),
   (2) Category 06 (Transit Asset Management Plan),

(3) Category 07.1 and 07.2 (Rolling Stock Buy America Reviews and Bus Testing),
(4) Category 09 (Formula Grants for Rural Areas),
(5) Category 15 (Alcohol and Controlled Substances Testing), and
(6) Category 17 (Demand Responsive Service).

CATEGORY 21. EMERGENCY RELIEF PROGRAM.

An applicant to the Public Transportation Emergency Relief Program, 49 U.S.C. § 5324, must make the following certification. The certification is required by 49 U.S.C. § 5324(f) and must be made before the applicant can receive a grant under the Emergency Relief program.

The applicant certifies that the applicant has insurance required under State law for all structures related to the emergency relief program grant application.

FEDERAL FISCAL YEAR 2022 CERTIFICATIONS AND ASSURANCES FOR FTA ASSISTANCE PROGRAMS

(Signature pages alternate to providing Certifications and Assurances in TrAMS.)

Name of Applicant:_____

The Applicant certifies to the applicable provisions of all categories: (*check here*) _____.

Or,

The Applicant certifies to the applicable provisions of the categories it has selected:

Category		**Certification**
01	Certifications and Assurances Required of Every Applicant	_____
02	Public Transportation Agency Safety Plans	_____
03	Tax Liability and Felony Convictions	_____
04	Lobbying	_____
05	Private Sector Protections	_____
06	Transit Asset Management Plan	_____
07	Rolling Stock Buy America Reviews and Bus Testing	_____
08	Urbanized Area Formula Grants Program	_____
09	Formula Grants for Rural Areas	_____
10	Fixed Guideway Capital Investment Grants and the Expedited Project Delivery for Capital Investment Grants Pilot Program	_____
11	Grants for Buses and Bus Facilities and Low or No Emission Vehicle Deployment Grant Programs	_____

12	Enhanced Mobility of Seniors and Individuals with Disabilities Programs	
13	State of Good Repair Grants	
14	Infrastructure Finance Programs	
15	Alcohol and Controlled Substances Testing	
16	Rail Safety Training and Oversight	
17	Demand Responsive Service	
18	Interest and Financing Costs	
19	Cybersecurity Certification for Rail Rolling Stock and Operations	
20	Tribal Transit Programs	
21	Emergency Relief Program	

CERTIFICATIONS AND ASSURANCES SIGNATURE PAGE

AFFIRMATION OF APPLICANT

Name of the Applicant: _____

BY SIGNING BELOW, on behalf of the Applicant, I declare that it has duly authorized me to make these Certifications and Assurances and bind its compliance. Thus, it agrees to comply with all federal laws, regulations, and requirements, follow applicable federal guidance, and comply with the Certifications and Assurances as indicated on the foregoing page applicable to each application its Authorized Representative makes to the Federal Transit Administration (FTA) in the federal fiscal year, irrespective of whether the individual that acted on his or her Applicant's behalf continues to represent it.

The Certifications and Assurances the Applicant selects apply to each Award for which it now seeks, or may later seek federal assistance to be awarded by FTA during the federal fiscal year.

The Applicant affirms the truthfulness and accuracy of the Certifications and Assurances it has selected in the statements submitted with this document and any other submission made to FTA, and acknowledges that the Program Fraud Civil Remedies Act of 1986, 31 U.S.C. § 3801 *et seq*., and implementing U.S. DOT regulations, "Program Fraud Civil Remedies," 49 CFR part 31, apply to any certification, assurance or submission made to FTA. The criminal provisions of 18 U.S.C. § 1001 apply to any certification, assurance, or submission made in connection with a federal public transportation program authorized by 49 U.S.C. chapter 53 or any other statute

In signing this document, I declare under penalties of perjury that the foregoing Certifications and Assurances, and any other statements made by me on behalf of the Applicant are true and accurate.

Signature_____ Date: _____

Name_____ Authorized Representative of Applicant

AFFIRMATION OF APPLICANT'S ATTORNEY

For (Name of Applicant): _____

As the undersigned Attorney for the above-named Applicant, I hereby affirm to the Applicant that it has authority under state, local, or tribal government law, as applicable, to make and comply with the Certifications and Assurances as indicated on the foregoing pages. I further affirm that, in my opinion, the Certifications and Assurances have been legally made and constitute legal and binding obligations on it.

I further affirm that, to the best of my knowledge, there is no legislation or litigation pending or imminent that might adversely affect the validity of these Certifications and Assurances, or of the performance of its FTA assisted Award.

Signature_____ Date: _____

Name_____ Attorney for Applicant

Each Applicant for federal assistance to be awarded by FTA must provide an Affirmation of Applicant's Attorney pertaining to the Applicant's legal capacity. The Applicant may enter its electronic signature in lieu of the Attorney's signature within TrAMS, provided the Applicant has on file and uploaded to TrAMS this hard-copy Affirmation, signed by the attorney and dated this federal fiscal year.

Exhibit I

Norman Transit Fleet Description and Inventory

City of Norman Transit Vehicles - July 1, 2022

Fuel Type	Equip. Number	YEAR	MAKE	MODEL	VIN NUMBER	License	Title Holder
D	5-0314	2003	NEW FLYER	D40LF	5FYD2LN193U025071	CI39316	City of Norman
D	5-0319	2003	NEW FLYER	D40LF	5FYD2LN193UO25068	CI39315	City of Norman
D	5-0703	2007	GILLIG	MB	15GGE291571091335	CI38949	City of Norman
D	5-0704	2007	GILLIG	MB	15GGE291771091336	CI38948	City of Norman
D	5-0705	2007	GILLIG	MB	15GGE291971091340	CI38950	City of Norman
C	5-0930	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G09F413215	CI38951	City of Norman
C	5-0931	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G79F413258	CI38952	City of Norman
C	5-0932	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G49F413167	CI39314	City of Norman
C	5-1028	2010	DAIMLER	LF 07.502	1VHGF3W27A6706893	CI40157	City of Norman
C	5-1029	2010	DAIMLER	LF 07.502	1VHGF3W24A6706897	CI40156	City of Norman
C	5-1533	2015	CHEVY	G4500 XPRESS	1GB6G5BG3F1281358	CI40155	City of Norman
C	5-1906	2019	GILLIG	G31B	15GGB311XK3193155	CI40161	City of Norman
C	5-1907	2019	GILLIG	G31B	15GGB3111K3193156	CI40160	City of Norman
D	5-0864	2008	Ford/Glaval	E450	1FDXE45PX8DB59346	CI33198	City of Norman
C	5-0967	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G79F413311	CI33197	City of Norman
C	5-0968	2009	Chevy/Glaval	C4500/Titan	1GBE4V1G39F413306	CI39313	City of Norman
U	5-1055	2010	Dodge	ADA Caravan	2D4RN4DE3AR343286	CI40154	City of Norman
D	5-1308	2013	Chevy	G4500 Express	1GB6G5CL3D1188803	CI23191	City of Norman
C	5-1370	2013	Ford/Glaval	E450	1FDXE4FS5DDA56932	CI40151	City of Norman
C	5-1371	2013	Ford/Glaval	E450	1FDXE4FS7DDA56933	CI40150	City of Norman
C	5-1472	2014	Ford/Glaval	E450	1FDXE4FS5EDB10263	CI37064	City of Norman
C	5-1473	2014	Ford/Glaval	E450	1FDXE4FS8EDB10273	CI37063	City of Norman
C	5-1474	2014	Ford/Glaval	E450	1FDXE4FS1EDB10275	CI37062	City of Norman
C	5-1475	2014	Ford/Glaval	E450	1FDXE4FS3EDB10276	CI37061	City of Norman
U	5-1580	2015	Dodge	ADA Caravan	2C4RDGBG3FR686354	CI37060	City of Norman
U	5-1581	2015	Dodge	ADA Caravan	2C4RDGBG3FR686368	CI33199	City of Norman
C	5-2065	2020	Dodge	3500	3C6URVUGXLE113968	CI41615	City of Norman
U	5-1048	2010	Dodge	Caravan	2D4RN4DE7AR292813	CI40152	City of Norman
U	5-1041	2010	Dodge	Caravan	2D4RN4DE6AR144958	CI40153	City of Norman
U	5-5367	2009	Chevy	1500 P/U	1GCEK14009Z243719	CI10824	City of Norman

Exhibit J

EMBARK Plus Norman ADA Guide

Attached on the following pages.

EMBARK PLUS



NORMAN

EMBARK

WELCOME TO EMBARK PLUS

EMBARK Plus Norman is an origin-to-destination, shared-ride transportation service for individuals with disabilities who are unable to independently use the EMBARK fixed-route bus system.

You will find all the information you need to use EMBARK Plus Norman within this guide. Please review the service information carefully and call 405-235-RIDE (7433) with any questions.

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CONTACT INFORMATION

EMBARK Plus Norman
2000 S. May Avenue, Oklahoma City, OK 73108
405-235-RIDE (7433).
mobilitymanagement@okc.gov

last updated 12/2020

ELIGIBILITY & ENROLLMENT

Certification

Paratransit eligibility is based on the person's functional ability to independently use fixed-route transportation. Eligibility is not based solely on a medical diagnosis. We will utilize information provided on your application and medical information provided by your physician to make an eligibility determination. Once a complete application and physician information are received, EMBARK will provide you with an eligibility determination within twenty-one (21) days.

Documents and applications will be made available in one or more accessible formats, on request. Plus applications may be obtained on our website at embarkok.com or by calling 405-235-RIDE (7433).

Recertification

Approved EMBARK Plus Norman customers are required to recertify their eligibility every three (3) years. Customers will be notified approximately forty-five (45) days prior to the expiration date of their Plus eligibility of the need to recertify. Customers who do not recertify prior to their expiration date risk service disruption. In addition, EMBARK reserves the right to review a customer's eligibility at any time. In such cases, additional or corroborating information maybe required to maintain eligibility.

Customers are responsible for keeping EMBARK informed of any changes in functionality that may affect their eligibility status including: changes in residential address; home or work telephone numbers; and emergency contact person(s); significant improvement or deterioration of mobility skills; the presence of a communicable or contagious disease; or, the use of adaptive devices or mobility aids. If a person designated to act on a customer's behalf is added or changed from the first eligibility certification, that information must be submitted to EMBARK.

ELIGIBILITY & ENROLLMENT

Appeals Process

You have the right to appeal any decision concerning your eligibility status. The details of your right to appeal and the appeal process are outlined in the eligibility determination letter you receive. Upon receipt of the applicant's written notice of appeal, management will conduct a review of the initial determination and provide you a written review decision within thirty (30) days. You have the right to appeal the management review decision through the EMBARK Appeals Review Committee (ARC). Information on the ARC appeal process will be provided with your written review decision. You have the right to appear before the ARC and provide additional information or testimony. You may bring additional witnesses to the ARC meeting, and you will receive ARC's final decision in writing.

Plus customers who are determined to no longer be eligible during the recertification process and who appeal before their service expires may continue to use Plus until a final decision is made. Applicants who do not appeal within sixty (60) days of their recertification notice may be required to complete a new application.

FARES & SERVICE

Service Zones and Fares

EMBARK Plus Norman has two service zones. Fares are currently free in Norman.

A Personal Care Attendant (PCA) or children under the age of 6 can accompany a Plus customer for no additional cost. Other companions, or guests may ride for the same price as the customer, if space is avaiable.

HOW TO USE PLUS

Mobility Device Requirements

EMBARK will accept any wheelchair or mobility device on its vehicle, provided that the combined weight of the wheelchair and passenger does not exceed the maximum specifications provided by the lift manufacturer. Lifts will accommodate chairs 30 inches wide and 48 inches in length measured 2 inches above the ground, and if the combined weight of chair and passenger does not exceed 600 pounds. If you are concerned that your mobility device may exceed these limits, please call us at 405-235-RIDE (7433). EMBARK may require an in-home assessment of an oversize mobility device prior to providing transportation services to ensure the safety of all customers and our employees.

Customer Safety

Customers traveling with children aged 5 or less will be required to provide an approved car safety seat. The customer will be responsible for securing the car safety seat and EMBARK Plus Norman operators are NOT PERMITTED to provide car seat securement assistance. Children cannot be transported in strollers, ride on a lap, and two or more children are not allowed to occupy one seat. All Plus customers and their mobility devices must be safely and appropriately secured using available lap belt and floor securements. Vehicle operators will appropriately secure wheelchairs and scooters. All passengers in a Plus Norman paratransit vehicle not secured in a mobility device are required to wear seatbelts. Plus drivers are not medically trained.

Plus Service Hours

Plus Norman Paratransit service is provided as a complement to EMBARK's regular fixed-route bus service, and mirrors the fixed route service hours and days. Plus operates in Zone 1 from 7:00 a.m. to 10:00 p.m. Monday to Friday, and Saturdays from 10 a.m. to 7 p.m. Zone 2 is operated from 7:00 a.m. to 7:00 p.m. Monday to Friday.

How to Contact EMBARK Plus Norman

	Day of The Week	Time of Day	Number to Call
To Schedule a Trip	Monday - Friday	8 AM - 5 PM*	405-235-PLUS (7587)
To Cancel a Trip	Seven Days A Week	8 AM - 5 PM with voicemail available 24 hours a day	405-235-PLUS (7587)
EMBARK Information	Monday - Saturday	8 AM - 5 PM	405-235-RIDE (7433)

*If calling on Sunday for a Monday trip, please use voicemail to request your trip by providing your name, requested pick-up time, and a phone number. A staff member will return your call early Monday morning to confirm your trip. You may also use voicemail 24-hours a day to cancel a trip if an operator is not available.

Holidays

Plus service is NOT available on the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day
Christmas Day

In addition, Plus service is not provided when EMBARK's fixed-route service is not operating due to weather or other circumstances.

HOW TO USE PLUS

Scheduling a Ride

EMBARK makes every effort to schedule your trip for the time requested. In the event the specified time requested is not available, you may be asked to consider an alternate time within one hour before or after your requested time. Trip reservations are accepted from one (1) to seven (7) days in advance of the desired travel date. EMBARK Plus does not provide same day reservations.

Before calling to schedule a ride, please have the following information available for each trip:

- Travel date(s) and time(s)
- Trip origin and destination addresses
- Gate or security code, and any other special instructions
- Mobility device and service animal information
- Personal Care Attendant (PCA), companion or child traveling with you

Ready Window & Customer Responsibilities

Plus operates within a thirty-minute ready window and vehicles arriving during the window are considered on-time. The ready window is fifteen (15) minutes before and fifteen (15) minutes after your scheduled pick-up time. For example, if your pick-up time is 10:30 a.m. you should be ready for the Plus vehicle to arrive between 10:15 a.m. and 10:45 a.m. Customers are expected to be prepared to board the Plus vehicle anytime within the ready window. A Plus vehicle arriving within the ready window will wait five (5) minutes for you to board the vehicle.

Changing or Canceling a Reservation

Please notify us immediately if your plans change or you need to cancel a scheduled trip. Trip cancellations must be done at least one (1) hour in advance. Plus customers are subject to the EMBARK Plus No-Show and Late Cancellation Policy, which was provided to you with your eligibility determination letter. A scheduled trip is recorded as a no-show if the customer is not at the pick-up location within five (5) minutes after the vehicle arrives within the ready window. A Late Cancellation occurs when a customer does not call Plus to cancel their trip reservation at least one (1) hour before the agreed upon pick-up time. To cancel a trip reservation, call 405-325-PLUS (7587). You may leave a message to cancel your trip.

HOW TO USE PLUS

Personal Care Attendants, Guests, and Companions

A Personal Care Attendant (PCA) may to travel with any Plus customer who, without the assistance of such an attendant, would be unable to complete the trip successfully or safely. It is the customer's decision if they will need a PCA for a particular trip. Please let reservation staff know if you will be traveling with a PCA, guest or companion.

Your PCA may accompany the customer at no cost and is responsible for providing any medical and/or personal care for the patron before, during, and after Plus travel. PCA's must board and disembark at the same location(s) as the Plus customer and complete the trip with the Plus customer.

Guests/Companions may accompany the customer on any trip subject to space availability and will pay the same fare as the customer. PCA's, guests, and companions are subject to the EMBARK Rider Conduct & Exclusion Policy.

Visitor Eligibility & Travel

For PLUS customers, your paratransit eligibility is valid at other transit agencies throughout the country with some limitations. You will need to contact the transit authority in the city you plan to visit to clarify their paratransit visitor policy. EMBARK is happy to provide the agency with documentation of PLUS eligibility. Should you require assistance in determining paratransit services at your travel destination, please contact us at 405-235-RIDE (7433) for assistance.

Visitors to Oklahoma City or Norman can receive complementary EMBARK PLUS paratransit service for 21 days of service (days of service availability, days may be non-consecutive) out of any 365-day period. Visitor eligibility is granted immediately upon request receipt; however, we suggest advanced planning to facilitate a worry-free travel experience. If paratransit is available in your home city, please contact EMBARK Plus at 405-235-RIDE (7433) for assistance in documenting your eligibility. Visitors without documented eligibility from another transit service provider can self-certify the disability verbally with EMBARK staff. Receiving PLUS paratransit service beyond 21 days requires an application and an eligibility determination.

HOW TO USE PLUS

Customer Conduct

EMBARK has established the Rider Conduct & Exclusion Policy to promote the safety and comfort of its customers, to facilitate the proper use of transit facilities and services, to protect transit facilities and employees, to assure the payment of fares and to ensure that transit vehicles and facilities are safe, welcoming and provide equitable access for transit customers.

Failue to follow Plus Paratransit service policies or an operator's safety instructions, or engaging in violent, seriously disruptive, or illegal conduct by PLUS customers or persons associated with Plus customers is prohibited. In response to prohibited conduct, EMBARK shall take appropriate and immediate action as outlined in the Rider Conduct & Exclusion Policy, up to and including the temporary suspension or possible termination of Plus services. All customers receive a copy of the Rider Conduct & Exclusion Policy with their eligibility determination letter, and all service suspensions are subject to an appeals process. The policy is available for download at embarkok.com, by calling 405-235-RIDE (7433), or upon request at the EMBARK Norman Offices.

Traveling with Animals

Service animals trained to assist with activities of daily living or to perform tasks for persons with disabilities may ride on any EMBARK vehicle when aiding customers with disabilities. The customer is responsible for ensuring the animal has received appropriate vaccinations and for the animals' conduct while on board. Please let staff know when scheduling your trip that you will be traveling with a service animal. Small pets not classified as working or service animals must be small enough to be held on the lap of the customer, must be under full control of the passenger, and must be in a cage or pet carrier small enough to fit on the customer's lap.

Note: If the Plus operator determines that an animal is not under the owner's control, or that the animal may pose a direct threat to any passengers, Plus has the right to refuse service to that animal.

HOW TO USE PLUS

Carry-On Items

While our goal at EMBARK is to provide accessible transit service, the safety and comfort of our passengers is our primary concern. Passengers should restrict carry-on items to those that will neatly fit in the space either on the floor between their feet or on their lap. Carry-on items must not be allowed to intrude into the seating or floor area of other passengers and they must remain under the control of the passenger or PCA who brought them on board.

Grocery Bags

No more than three medium sized grocery bags and no more than 20 pounds for each bag or package. Customers are responsible for loading/unloading packages. *Limit to 3 medium size bags.*

Shopping Carts or Baskets

37" high from floor to top of handle. Basket area 13" side to side, 11 1/2" front to back, 20 1/2 " top to bottom. Metal or plastic grocery store-style shopping carts are not permitted. *Limit to 1 medium size cart or basket.*

Strollers

We recommend using small, folding, umbrella type strollers on EMBARK Plus vehicles. All strollers must be folded and stowed securely during the trip. *Limit to one (1).*

Luggage

Luggage that can be stowed in front of or on the lap of the passenger is allowed. This luggage must comply with the same guidelines used by commercial airlines. *Limit to 1 carry-on size 22"x9"x14".*

HOW TO USE PLUS

Subscription Service

Subscription service may be available for trips with a repeating weekly pattern within the Zone 1 service area. Customers should refer to the current EMBARK Plus Norman subscription policy guide for guidelines on the subscription services available in Norman, call 405-235-RIDE (7433) to request a subscription service guide and application. Once approved for subscription services in Norman, subscription trips are automatically scheduled each week and reservation calls are not necessary.

Subscription service is considered a premium service and is offered only in our Zone 1 service area. Any changes to an approved subscription trip such as a new trip address or time change will require a new subscription application. Customers are responsible for following the No-Show and Late Cancellation Policy for all trips on EMBARK Plus, including subscription trips. **Plus will cancel subscription trips to any center/agency that reports to us they will be closed for one or more holidays or due to weather.**

Reasonable Modification

EMBARK will make all reasonable modifications to policies and procedures to ensure that people with disabilities have an equal opportunity to enjoy its programs, services, and activities. Anyone who requires a modification of policies or procedures to participate in a program, service, or activity of EMBARK, should submit a request via embarkok.com, by email to mobilitymanagment@okc.gov, by phone at (405) 235- RIDE (7433) or TTY 711, or by mail to:

ADA/Reasonable Modification Coordinator
2000 S. May Avenue, Oklahoma City, OK 73108

Exhibit K

EMBARK Rider Conduct and Exclusion Policy

Attached on the following pages.

Customer / Individual Rules of Conduct Policy and Procedures

First Adopted November 15, 2013
Revised April 1, 2022

I. Agency Overview

Central Oklahoma Transportation and Parking Authority (COTPA, dba EMBARK) is a public trust of the City of Oklahoma City (City) and the major public transportation provider within the Oklahoma City metropolitan area. COTPA is the urbanized area's designated recipient of FTA funding.

II. Mission

EMBARK's mission is to be a self-sustaining transportation network that removes barriers of location and socioeconomic status, while elevating the status and use of public transportation, so all of central Oklahoma can safely and quickly reach their destination.

III. Policy

A. EMBARK is the public transportation and parking provider for its beneficiary, the City of Oklahoma City. As owner or lessee of the EMBARK Transit Vehicles, EMBARK Facilities and Properties which comprise the EMBARK transportation and parking systems and as authorized by 47 O.S. 15-116, as amended, is empowered to enforce its rules, policies, and regulations. EMBARK has established this Policy and these Procedures to promote the safety of the public and the customers, to facilitate the proper use of EMBARK Facilities and Properties, EMBARK Transit Vehicles, and EMBARK Services, to protect the public, the customers, EMBARK Facilities and Properties and Embark Employees and City employees, to assure the payment of fares and to ensure that EMBARK Transit Vehicles and EMBARK Facilities and Properties are safe, welcoming and provide equitable access for the public and the customers.

B. To promote such mission, EMBARK Services, EMBARK Facilities and Properties, and EMBARK Transit Vehicles are under video and audio

surveillance. Responses to Inappropriate Conduct and/or Illegal Conduct inside and outside of: EMBARK Transit Vehicles, EMBARK Facilities and Properties, or EMBARK Services are prescribed within this Policy. This Policy may be enforced by EMBARK Enforcement.

C. This Policy provides procedures for customer or individual exclusion/suspension and appeals. No customer or individual may engage in Inappropriate Conduct or Illegal Conduct during, on, at, or in EMBARK Services, EMBARK Transit Vehicles, and/or EMBARK Facilities and Properties. No customer or individual may interfere with the safety or safe operation of any EMBARK Services, EMBARK Transit Vehicle, and/or EMBARK Facilities and Properties. Customers and individuals shall always comply with the instructions of the EMBARK Enforcement regarding the EMBARK Services, EMBARK Transit Vehicles, and EMBARK Facilities and Properties and transit operation and matters of safety.

D. In addition, animals are prohibited during, on, at, or in EMBARK Services, EMBARK Transit Vehicles, and/or EMBARK Facilities and Properties. However, EMBARK recognizes the important role trained Service Animals provide to customers with disabilities to support their independence. Service Animals may accompany customers during, on, at, or in EMBARK Services, EMBARK Transit Vehicles, and/or EMBARK Facilities and Properties. Emotional Support Animals are not considered trained Service Animals under this policy. Customers wishing to travel with an Emotional Support Animal must apply, receive approval, and travel with a valid EMBARK ID indicating that approval. The customer is responsible for any damage, destruction, soiling or other harm caused by a Service Animal or an approved Emotional Support Animal.

E. In order to board the bus, any loose blankets or sleeping bags must be placed in a bag. If the customer does not have a bag, they will be given a disposable plastic bag during transportation. This policy does not supersede reasonable modifications as allowed by law.

F. This Policy does not waive any defenses or immunity EMBARK or the City of Oklahoma City may have from suit or liability. If any portion of this Policy or these Procedures is deemed invalid, such determination shall not affect any other provision of this Policy or these Procedures. In addition, this Policy's and these Procedures' provisions are deemed severable. Neither this Policy nor these Procedures limits, waives, impedes, or impacts the application of any federal, state, or local law, rule or regulation, or prevent any law enforcement agency or entity from taking any lawful action against any customer or other person during, at, in, or on EMBARK Services, EMBARK Transit Vehicle, and/or EMBARK Facilities and Properties.

IV. Overview

No customer or individual may engage in Inappropriate Conduct and/or Illegal Conduct on, at or in EMBARK Services, EMBARK Transit Vehicle, and/or EMBARK Facilities and Properties, also including but not limited to, administrative, operation, parking, maintenance, boarding and waiting areas (i.e. bus, ferry, train, streetcar stops and/or shelters) of EMBARK Services.

V. Definitions

Definitions – For the following defined terms the plural shall be deemed to include the singular and the singular to include the plural.

"EMBARK Administrator" means the Administrator appointed by the Central Oklahoma Transportation and Parking Authority (COTPA) to administer the business of the Trust

"EMBARK Security" means any hired private security personnel contracted as an independent contractor through EMBARK.

"Contractor" means an independent contractor contracted providing EMBARK support and/or EMBARK Services.

“EMBARK Enforcement” means anyone hired by EMBARK to perform security on, at or in EMBARK Services, EMBARK Transit Vehicles, and/or EMBARK Facilities and Properties.

“EMBARK Facilities and Properties” means all and/or any facility, property and/or equipment owned or managed by EMBARK, including, without limitation, Service Waiting Areas, ticketing structures, transit centers, stations, park-and-ride lots, transit centers, transit shelters, bus stops, streetcar stops, street furniture, public streets, parking locations and sidewalks inside and outside areas of EMBARK property, lands, interest in lands, air rights over lands and rights-of-way of all kinds that are owned, leased, held, or used by EMBARK Services for the purpose of providing public transportation and parking services.

“EMBARK Services” means in accordance with Title 69 O.S. § 4005 (4), as amended, definition of public transportation which states “transportation services, facilities and equipment with multiple passenger capabilities, available to the public on a scheduled or demand basis including intercity, regional and city bus, minibus, van pool, car pool and taxicab services, and commuter rail services together with ferry or other public transit services, whether operated by EMBARK or any governmental agency, private person, firm or corporation which is an EMBARK contractor or agent. EMBARK Services will include all of EMBARK Services which includes, but not limited to, fixed-route, paratransit, on-demand, demand response, social services, ferry, bicycle, streetcar, and parking.

“EMBARK Contractor” means an independent contractor contracting with EMBARK to provide EMBARK Services or to drive a EMBARK Transit Vehicle and the employees of the independent contractor. Neither the Embark Contractor nor any of its employees are EMBARK Employees, but rather are independent contractors by law.

“EMBARK Employee” means any part-time or full-time, temporary or regular, exempt or non-exempt, represented or non-represented person, including an

intern, of EMBARK or the City while acting within the scope of employment and within EMBARK policies and procedures.

“EMBARK ID” means a card issued by EMBARK that indicates approval for an EMBARK program such as qualification for reduced fare or approval to travel with an Emotional Support Animal.

“Emotional Support Animal” means a non-trained animal that is pre-approved by EMBARK to board with the owner showing a valid EMBARK ID for access to EMBARK Services, EMBARK Facilities or Properties, and/or EMBARK Transit Vehicles.

“Exclusion” (also called Suspension) means a customer, or an individual is restricted access to EMBARK Services, EMBARK Facilities and Properties, and/or EMBARK Transit Vehicles and that such customer or an individual may not enter, remain or utilize such Services, EMBARK Facilities and/or Properties and/or EMBARK Transit Vehicles during the term of the suspension

“Fare” means the monetary charges established by EMBARK for the use of its Services, EMBARK Facilities, Properties, and/or EMBARK Transit Vehicles.

“Fare media” means the print or digital methods by which fares are paid, issued by or on behalf of EMBARK for the payment of fare, including tokens, passes, cards, transfers, tickets, and vouchers.

“Harassing” means any extreme physical or verbal mistreatment, including, but not limited to, hitting, kicking, gestures, yelling, spitting, threatening, intimidation, assaults, slurs, cursing and sexual harassment (including, but not limited to, unwanted touching, comments or gestures of a sexual nature or because of their gender, sexual orientation or gender identity).

“Inappropriate Conduct” means including, but not limited to, any individual or group activity which is seriously disruptive damaging, destructive, Harassing, threatening or injurious to EMBARK Facilities and Properties, EMBARK Services, EMBARK Transit Vehicles and/or customers or individuals lawfully using and/or

Employees or Contractors operating EMBARK Services, EMBARK Facilities and Properties and/or EMBARK Transit Vehicles. Inappropriate Conduct may also constitute Illegal Conduct.

“Illegal conduct” means a violation of a federal, state and/or local law.

“Customer” means any person or individual occupying any EMBARK vehicle or on EMBARK Facilities or Properties.

“Service Animal” means a guide dog, signal dog, or other animal trained to perform tasks for the benefit of a person with a disability The term Service Animal does not include a pet, or any other animal used for emotional support.

“Smoking” means the use and/or possession of a person of a lighted cigar, cigarette, pipe, or other smoking devices such as electronic cigarettes used for vaping tobacco, cannabis, or other plant or substance.

“Tobacco product” means any product made or derived from tobacco that is intended for human consumption such as cigarettes, cigarette tobacco, vaping tobacco, roll-your-own tobacco and smokeless tobacco, and also includes, but not limited to, any component, part of accessory of a tobacco product.

“EMBARK Transit Vehicles” means any Embark owned or operated bus, ferry, streetcar, trolley, paratransit, van, bicycle, taxicab, minibus, car, train, or other vehicle, whether operated by an EMBARK Employee or an EMBARK contractor.

“Service Waiting Areas” means any area designed to be or regularly used by one or more persons to receive or wait to receive a service, enter a public place or make a transaction, whether or not such service includes the exchange of money, such as queuing lines, including the ticketing, boarding and waiting areas of public transit systems, bus, ferry, train, streetcar, stops and/or shelters.

"Authorized Beverage Containers" means any containers where the beverage is in a reusable, leak-proof container with a resealing lid; provided that glass containers are not Authorized Beverage Containers.

VI. Inappropriate Conduct and/or Illegal Conduct Using EMBARK Services, Facilities and Properties or EMBARK Transit Vehicles

A. For any of the following Inappropriate Conduct, the customer will be given a first warning by EMBARK Security. EMBARK Contractor or an EMBARK employee not to engage in the Inappropriate Conduct or Illegal Conduct. If the customer does not comply with the warning and continues the Inappropriate Conduct or Illegal Conduct such conduct, an EMBARK Security, an EMBARK Contractor, or an EMBARK Employee is authorized and may elect to order the individual to immediately leave EMBARK Facilities and Properties or EMBARK Transit Vehicle. Any individual, who declines to leave EMBARK Facilities and Properties or EMBARK Transit Vehicle after being ordered to do so by EMBARK Security, an EMBARK Contractor, or an EMBARK Employee, may be subject to exclusion/suspension and/or citation, arrest and/or prosecution for trespassing and or disorderly conduct.

B. Continuous or repeated violation may result in Exclusion/Suspension from all EMBARK Services, EMBARK Facilities and Properties, and/or EMBARK Transit Vehicles for one or more days. See Exclusion/Suspension Policies and Procedures.

C. Any EMBARK Employee is authorized to request police assistance, if necessary.

D. One or more violation may also cause EMBARK to seek other or additional legal actions may be taken as applicable and appropriate to protect the other customers, the public, EMBARK Security, an EMBARK Contractor, or an EMBARK Employee.

E. Violations include Inappropriate Conduct and Illegal Conduct, as defined above, but also include, but are not limited to:

Level 1 (1-30 days) Violations:

(a) Children six (6) years of age and under must be closely accompanied at all times by an individual at least twelve years of age;

(b) Intentionally spitting, vomiting, urinating, or defecating on EMBARK Facilities and Properties or EMBARK Transit Vehicles, with the exception of proper use of public restroom facilities. This does not apply to an individual who cannot comply as a result of disability. In addition, after multiple warnings and no care taken to resolve the issue or contain the biohazard this violation becomes a Level 4 violation;

(c) Roller-skating/blading, skateboarding or a using a scooter at EMBARK's Transit Center or EMBARK Facilities and Properties. This violation also includes parking garages;

(d) Smoking or use of any tobacco or marijuana within 25-feet of EMBARK Facilities and Properties, EMBARK Transit Vehicles, or while using EMBARK Services, this includes Service Waiting Areas.

(e) Hanging or swinging from stanchions or placing feet or shoes on seats, walls or furnishings of EMBARK, or at EMBARK Facilities and Properties, or EMBARK Transit Vehicles;

(f) Hanging hands, arms, legs outside of an EMBARK Transit Vehicle window or off the side of a ferry boat. In addition, this violation becomes a Level 2 after repeated violations;

(g) Refusal to present valid EMBARK ID upon request of EMBARK Security, an EMBARK Contractor, or an EMBARK Employee;

(h) Refusing to pay fare or refusing to present valid, un-expired pass upon request of EMBARK Security, an EMBARK Contractor, or an EMBARK Employee;

(i) Eating on EMBARK Transit Vehicle or in designated prohibited areas, except when upon request of EMBARK Security, an EMBARK Contractor, or an EMBARK Employee, customer demonstrates eating is required to address a medical condition;

(j) Unauthorized Beverage Containers are not allowed on EMBARK Facilities and Properties or EMBARK Transit Vehicles; this does not apply when upon request of EMBARK Security, an EMBARK Contractor, or an EMBARK Employee, individual demonstrates drinking is required to address a medical condition;

(k) Using an audio or media playing device without earphones including but not limited to portable radio, phone, laptop, tablet, CD player, TV, etc.;

(l) Inappropriate personal hygiene that presents an immediate health threat or biohazard to others;

(m) Unauthorized panhandling, loitering, canvassing, selling, soliciting or distributing any material on EMBARK Facilities and Properties or EMBARK Transit Vehicles;

(n) Changing a diaper or other personal hygiene products on EMBARK Facilities and Properties or EMBARK Transit Vehicle, with the exception of public restroom facilities;

(o) Trespassing on designated non-public areas of EMBARK Facilities and Properties or EMBARK Transit Vehicles, including, but not limited to, staging areas, work areas and equipment rooms. In addition, except when authorized by an Employee; repeated violation becomes a Level 2 violation;

(p) Not wearing or removing shoes, shirt or pants, except non-ambulatory passengers and except for infants that are being carried;

(q) Bringing on-board any large articles, packages, baggage, carts, non-collapsible strollers or baby buggies that block walkways or restricts the access to or free movement of customers through walkways, doorways or on EMBARK Transit Vehicles. Children in strollers may remain in the stroller if secured and as long as the stroller does not block doors or walkways in EMBARK Facilities and Properties or EMBARK Transit Vehicles and if stroller does not present a trip or fall hazard. Empty strollers must be collapsed and folded up.

Level 2 (31-90 days) Violations

(a) Distracting the EMBARK operator or captain while operating respective EMBARK Transit Vehicles or performing EMBARK Services, which may

include, but not limited to distracting conversations, Inappropriate Conduct, o Illegal Conduct;

(b) Opening any emergency exit at EMBARK Facilities or Properties or on a EMBARK Transit Vehicle during a non-emergency;

(c) Standing in front of the yellow line at the front of the EMBARK Transit Vehicle near the operator's or captain's seat;

(d) Engaging in Inappropriate Conduct, Illegal Conduct, or indecent, profane, boisterous, unreasonably loud or otherwise disorderly conduct, which causes or provokes a disturbance, but which does not include involuntary sounds resulting from a disability;

(e) Bringing animals other than a trained Service Animal or EMBARK pre-approved Emotional Support Animal on EMBARK Transit Vehicles or EMBARK Facilities and Properties.

(f) Refusing to use required safety restraints on EMBARK Paratransit Vehicles ; or refusing to allow EMBARK Employees to secure mobility device on EMBARK Transit Vehicles;

(g) Unsafe conduct that interferes with or disrupts the safe operation of EMBARK Facilities or Properties or the EMBARK Transit Vehicles.

(h) Use of profane and vulgar language directed towards any Customer Service Representative.

Level 3 (91-180 days) Violations

(a) Use of counterfeit or stolen fare media or money or EMBARK ID;

(b) Disorderly conduct, committing any act which may create or incite to provoke a violent reaction of fear, anger or apprehension (includes threatening or harassing language);

(c) Violating any municipal criminal laws while engaged in EMBARK Services, at or on EMBARK Facilities or Properties, or in EMBARK Transit Vehicles;

(d) Refusing to leave EMBARK Facilities and Properties or EMBARK Transit Vehicle, after having been notified by an EMBARK Security, an EMBARK Contractor, or an EMBARK Employee or an Oklahoma City Police Officer;

(e) Obstructing or interfering with the safe operation of EMBARK Facilities and Properties or EMBARK Transit Vehicles.

Level 4 (181-365 days) Violations

(a) Being in possession of any flammable liquids, explosives, acid, toxic or poisonous substances; a vessel containing caustic materials, chemicals, alkalis or other article or material likely to cause harm to customers, the public, or to EMBARK Facilities and Properties, or to EMBARK Transit Vehicles;

(b) Being in possession of as fishing rods which are not broken down or have unsecured or exposed hooks or lures; lawn or yard equipment; sheet glass or other exposed sharp object, article or material likely to cause harm to customers or individuals, the public, EMBARK Facilities and Properties, or to EMBARK Transit Vehicles;

(c) Drinking alcoholic beverages or possessing open containers of alcoholic beverages on EMBARK Facilities and Properties or EMBARK Transit Vehicles;

(d) Falsely representing oneself as eligible for a special or reduced fare, or obtaining any permit or pass related to EMBARK Services or EMBARK Transit Vehicles by making a false representation;

(e) Violating any state laws while engaged in EMBARK Services, at or on EMBARK Facilities or Properties, or in EMBARK Transit Vehicles;

(f) Intentionally spitting, vomiting, urinating or defecating on EMBARK Facilities and Properties or EMBARK Transit Vehicles, with the exception of proper use of public restroom facilities.

(g) Being in possession of a vessel or other container containing a biohazardous material while engaged in EMBARK Services, at or on EMBARK Facilities and Properties, or in EMBARK Transit Vehicles;

Level 5 (365 or more days) Violation

(a) Defacing, destroying or otherwise vandalizing EMBARK Facilities and Properties or EMBARK Transit Vehicles;

(b) Escalated disorderly conduct, acts include but are not limited to: (a) assault and battery or threat of assault; (b) fighting, disorderly conduct, inebriated or drunk, or under the influence of narcotics;

(c) Manufacturing, selling, distributing, delivering or possessing any controlled substance or counterfeit substance with the intent to manufacture,

sell, distribute or deliver a controlled substance on EMBARK Facilities or Properties or EMBARK Transit Vehicles;

(d) Violating any federal criminal laws while engaged in EMBARK Services, at or on EMBARK Facilities and Properties, or in EMBARK Transit Vehicles;

(e) Engaging in or soliciting sexual activity on EMBARK Facilities and Properties or EMBARK Transit Vehicles;

(f) Indecent exposure while using EMBARK Services, at or on EMBARK Facilities and Properties, or on EMBARK Transit Vehicles, provided this does not apply to breastfeeding with appropriate covering of breasts;

(g) Lighting an incendiary device (e.g. match, lighter, torch) or carrying a light cigarette, cigar, pipe, vape device or other material producing smoke inside EMBARK Facilities or Properties or inside EMBARK Transit Vehicles except that nothing herein shall prevent a person from carrying a cigarette, cigar or pipe lighter in a way that is not otherwise prohibited by law.

(h) Unholstering a firearm on EMBARK Services or on EMBARK Facilities or Properties or in or on EMBARK Transit Vehicles.

VII. Exclusion/Suspension Policies & Procedures

Exclusion/Suspension

Violations that occur while engaged in EMBARK Services, or while in or on EMBARK Transit Vehicles, or while at EMBARK Facilities and Properties, may be cause for police intervention, arrest and/or prosecution. Emergency situations can be defined as any situation in which a customer or an individual's actions present an imminent danger to the life or safety of himself/herself or others, while engaged in EMBARK Services, or while in or on EMBARK Transit Vehicles, or while at EMBARK Facilities and Properties. EMBARK Security, an EMBARK Contractor, and an EMBARK Employee are authorized to request police assistance. Individuals or customers found to have engaged in any misconduct or are in violation of this Policy will be excluded/suspended from all EMBARK Services, and/or entry at EMBARK Facilities and Properties and/or EMBARK Transit Vehicles for a minimum of one day to 365 days or more.

Those individuals covered under ADA rules must first be given a verbal warning unless that individual poses an immediate dangerous situation. The following are the Exclusion/Suspension Ranges based upon violation level.

Exclusion/Suspension Ranges

Level	Days of Suspension
1	1 – 30
2	31 – 90
3	91 – 180
4	181 – 365
5	365 or more

Exclusion/Suspension

(a) Any customer or individual who violates this Rider Conduct Policy or any local state or federal law while receiving EMBARK Services or at an EMBARK Facilities or Properties and/or EMBARK Transit Vehicles, may be excluded from all or part of EMBARK Services, EMBARK Facilities and Properties and/or EMBARK Transit Vehicles for a period of time specified in the EMBARK Rider Conduct Policy, or Notice of Exclusion/Suspension provided.

(b) Any customer or individual to whom a Notice of Exclusion/Suspension was issued, regarding violation of the EMBARK Rider Conduct Policy, including but not limited to violation(s) of federal, state, or local law pertaining to an offense which occurred on or in EMBARK Services, EMBARK Facilities and Properties and/or EMBARK Transit Vehicles, who has received a citation for the same violation at three (3) or more times in the prior twelve (12) months is subject to a Level 5 exclusion/suspension.

(c) Any customer or individual excluded or suspended under the Rider Conduct Policy may not use EMBARK Services or enter EMBARK Properties and Facilities or use EMBARK Transit Vehicles during the period of exclusion or suspension, unless with express written permission of an authorized

EMBARK Employee (for instance, to attend the customer or other person's appeal hearing).

(d) Any customer covered under the ADA must submit a request to continue access during the suspension/appeal process

Ejection

(a) Any customer or individual who violates any provision of the EMBARK Rider Conduct Policy, including but not limited to any federal, state, or local law, may be ejected following such violation by order of an authorized EMBARK Employee. Further, such person may also receive a Notice of Exclusion/Suspension and be excluded or suspended from the EMBARK Services and/or EMBARK Facilities and Properties and/or EMBARK Transit Vehicles as provided in the procedures of the EMBARK Rider Conduct Policy.

(b) Ejection may occur immediately upon notice of violation is given to the customer by an EMBARK Employee, an EMBARK Contractor, an EMBARK Security or an Oklahoma City Police Officer. The customer may appeal such Ejection as provided below.

(c) ADA covered individuals are required, by law, to receive one warning prior to ejection. If the individual continues to break policy, then ejection may occur.

Rider Conduct Policy Procedures

(a) Any customer or individual who violates the EMBARK Rider Conduct Policy may be immediately ejected, from an EMBARK Facilities and Properties and/or EMBARK Services and/or EMBARK Facilities and Properties, as specified in the EMBARK Rider Conduct Policy.

(b) EMBARKmay issue an Exclusion/Suspension Order upon receipt of a written incident report from an EMBARK Employee, EMBARK Contractor, EMBARK Security, or an Oklahoma City Police Office.

(c) Failure to comply with a Notice of Exclusion or Notice of Suspension may result in additional violations of the EMBARK Rider Conduct Policy and/or criminal citation(s), including criminal trespass, disorderly conduct and other criminal and/or civil remedies.

(d) The EMBARK Administrator is authorized to designate the EMBARK Employees who are authorized to issue Notice of Exclusion or Notice of Suspension due to violations of the EMBARK Rider Conduct Policy and other duties of the EMBARK Rider Conduct Policy.

(e) A customer or individual receiving a Notice of Exclusion or Notice of Suspension shall have fifteen (15) working days from deliver of the Notice to appeal the Exclusion, Suspension or Ejection. If an appeal is not filed within ten (10) calendar days from delivery of the Notice of Exclusion or the Notice of Suspension, or in the case of ejection upon the commencement of the individual's Ejection, then the right to appeal is considered waived.

(f) If EMBARK does not have an address, email, or any other contact information for the individual in order to provide a Notice of Exclusion or Notice of Suspension, then such individuals will be notified the next time the individual is seen in person at the EMBARK Facilities and Properties or the EMBARK Transit Vehicle.

VII. Non-Compliance with Ejection or Notice of Exclusion/Suspension Order – Trespassing

If an individual subject to an Ejection or an Exclusion/Suspension Order boards an EMBARK Transit Vehicle or enters EMBARK Facilities and Properties, or utilizes EMBARK Services before the return date listed in the Notice of Exclusion or Notice of Suspension, the police may be called, and the individual may be subject to further action, up to and including arrest for trespassing.

VIII. Appeal Procedures

Any appeal by or on behalf of the individual subject to the Exclusion/Suspension Order, shall be submitted in writing to the Transit Exclusion Appeals Board within fifteen (15) working days after receipt of the Notice of Exclusion or Notice of Suspension, or the commencement of the individual's Ejection, whichever is earlier. Any such appeal must provide notice to:

EMBARK

Transit Exclusion Appeals Board

Appeals may be submitted verbally by calling 405-235-RIDE (7433), by fax to 405-316-1683, or by email to: jimmy.friend@okc.gov.

The individual's appeal must state with specificity the alleged facts surrounding the incident, the grounds for the appeal, the address and telephone number, if any, where the individual may be reached, and a request to modify or alter the Exclusion/Suspension. The Transit Exclusion Appeals Board will review the appeal and any request for temporary EMBARK Service. EMBARK Employees will gather applicable information for the Transit Exclusion Appeals Board hearing. The Transit Exclusion Appeals Board shall hold a hearing within thirty (30) working days after the appeal request has been received. Notice of the Transit Exclusion Appeals Board hearing including a statement of the time, place and nature of the hearing shall be mailed to the aggrieved individual at least fifteen (15) working days prior to the hearing. After receipt of the appeal, an Individual with a disability is allowed to use EMBARK Services during the appeal period, provided that an appeal is submitted in a timely manner in accordance with the appeal submission period and the individual does not present an imminent threat to others. Exclusion/Suspension Orders and violations shall continue as specified pending an appeal, unless the Transit Exclusion Appeals Board finds that temporary EMBARK Service is warranted, and necessary under the circumstances. The Transit Exclusion Appeals Board consists of individuals appointed by the EMBARK Administrator.

Hearing - At the hearing, the appellant (individual) may be represented by counsel, present evidence and call and examine witnesses and cross-examine witnesses. At the hearing, EMBARK may be represented by counsel, present evidence and call and examine witnesses and cross-examine witnesses. In addition, the Transit Exclusion Appeals Board may question witnesses. The Transit Exclusion Appeals Board shall review any evidence deemed necessary or relevant to the Inappropriate Conduct and/or Illegal Conduct violation at the hearing. The Transit Exclusion Appeals Board may be recorded. If the appellant (individual) has a disability, a

virtual hearing is optional and EMBARK will provide no cost transportation for the individual with a disability to attend the hearing.

Decision - Within fifteen (15) working days of the completion of the hearing, the Transit Exclusion Appeals Board shall issue a written decision stating the reasons for any determination to affirm, reinstate, reverse, reconsider or modify the Exclusion/Suspension Order. The Transit Exclusion Appeals Board shall make a finding on whether it is more probable than not, that the excluded individual engaged in the Inappropriate Conduct and or Illegal Conduct, which was the basis for the exclusion. Based on testimony and the evidence in the record, the Transit Exclusion Appeals Board shall have the power affirm, reinstate, overrule, reconsider or modify the Exclusion/Suspension Order and will issue a written determination and a final decision and provide copies to the EMBARK Administrator and the individual. The determination of the affirm, reinstate, overrule, reconsider, or modify the Exclusion/Suspension Order will be the final determination of the agency.

Exhibit L

EMBARK Advertising Policy

Attached on the following pages.

COTPA Agenda
Item No. **V.D.**
02/02/2018

TO: Chairman and Board of Trustees

FROM: Administrator

Resolution Establishing an Advertising Policy that Creates Standards for Displaying Advertising In and On Property of the Central Oklahoma Transportation and Parking Authority

Background

EMBARK's mission is to provide dependable multimodal public transportation and downtown Oklahoma City parking services to the residents and visitors of the greater Oklahoma City metropolitan area so they can experience friendly, convenient, safe and affordable transit and parking services.

EMBARK's operations are funded by a combination of federal, state, and local funds, including grants and taxes, as well as, fares and fees. Staff seeks to establish a formal advertising, sponsorship and naming rights program (together "Advertising"), to strengthen EMBARK's fiscal sustainability.

EMBARK's acceptance of Advertising through contractors is not intended to create a public forum, but rather to make use of its assets held in a proprietary capacity in order to generate revenue. To that end, staff proposes the adoption of the attached policy on advertising, in order that, EMBARK may retain control over the Advertising allowed by subjecting all proposed Advertising content, messages, and agreements to the standards established by this policy.

The policy advances the advertising program's revenue-generating objective while establishing uniform, reasonable, and viewpoint-neutral standards for the display of Advertising in and on the facilities, transit and fleet vehicles and other property of the Central Oklahoma Transportation and Parking Authority (COTPA) and its family of services.

Review Public Transportation and Parking Department and Municipal Counselor's Office

Recommendation: Adopt Resolution

Jason Ferbrache
Administrator

RESOLUTION ESTABLISHING AN ADVERTISING POLICY THAT CREATES STANDARDS FOR DISPLAYING ADVERTISING IN AND ON PROPERTY OF THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

WITNESSETH

WHEREAS, the Central Oklahoma Transportation and Parking Authority (COTPA, a.k.a. "EMBARK") is tasked with owning and/or operating buses, modern streetcar vehicles, parking facilities, bus shelters, streetcar platforms, parking garages and other properties (together "Properties") through its operation of public transportation and parking services (together "Services"); and

WHEREAS, EMBARK is funded by a combination of federal, state, and local funds, including grants and taxes, as well as, fares and fees; and

WHEREAS, an advertising, sponsorship and naming rights (together "Advertising") program will supplement existing funding sources that support the operation and maintenance of EMBARK Properties and Services; and

WHEREAS, acceptance of Advertising through contractors is not intended to create a public forum; and

WHEREAS, EMBARK retains control over the Advertising allowed by subjecting all proposed Advertising content, messages, and agreements to the standards established by this policy;

NOW, THEREFORE BE IT RESOLVED by the COTPA Board of Trustees that they do hereby establish an Advertising Program; and adopt the Advertising Policy declaring EMBARK as a non-public forum; and establishes uniform, reasonable, and viewpoint-neutral standards for the display of Advertising on EMBARK Properties.

CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

Chairman

ATTEST:

Secretary

Reviewed for form and legality.

Assistant Municipal Counselor

CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY

POLICY ON ADVERTISING

Board Approved February 2, 2018

I. PURPOSE

A. To establish uniform, reasonable, and viewpoint-neutral standards for the display of advertising, and sponsorship and or naming-rights (together "Advertising") in and on the facilities, transit and fleet vehicles and other property (together "Property") of the Central Oklahoma Transportation and Parking Authority (COTPA) and its family of services (together "EMBARK").

B. To establish EMBARK as a non-public forum.

II. OBJECTIVE

EMBARK's mission is to provide dependable multimodal public transportation and downtown Oklahoma City parking services to the residents and visitors of the greater Oklahoma City metropolitan area so they can experience friendly, convenient, safe and affordable transit and parking services.

EMBARK's operations are funded by a combination of federal, state, and local funds, including grants and taxes, as well as, fares and fees. Revenue from advertising is an important supplemental funding source that supports the operation of EMBARK's family of services.

EMBARK's acceptance of advertising through contractors is not intended to create a public forum, but rather to make use of EMBARK's assets held in a proprietary capacity in order to generate revenue. EMBARK retains control over the advertising allowed by subjecting all proposed advertising content, messages, and agreements to the standards established herein.

In establishing and enforcing this policy, EMBARK seeks to fulfill the following objectives:

- Maximize advertising revenue opportunities
- Clarify EMBARK's position as a non-public forum
- Maximize customer and service growth
- Maintain secure and orderly property and operating environment
- Minimize confusion related to permitted and prohibited advertising
- Maintain a safe and welcoming environment for all EMBARK employees, representatives, and customers
- Avoid the appearance of endorsement by EMBARK displayed in or on property, including the associated messages, products, services, or events being proposed or promoted

III. ENDORSEMENT

Acceptance of an advertisement does not constitute express or implied endorsement of the content or message of the advertisement, including any person, organization, product, service information and viewpoint contained therein, or of the advertisement sponsor(s) itself. This endorsement disclaimer extends to and includes, but not limited to, content that may be found via internet addresses, quick response (QR) codes, and phone numbers that may appear in posted advertisements and that direct viewers to external sources of information.

IV. ADVERTISING STANDARDS

Placing reasonable limits on permitted advertising displayed on EMBARK Properties will enable EMBARK to realize the maximum benefit from the sale of advertising space. Further, EMBARK retains control over the type of display and location/placement of approved advertising.

A. Permitted Advertising

The following classes of advertising are authorized on EMBARK property if the advertising does not include any content or message that qualifies as Prohibited Advertising as described in subsection B:

1. Commercial Advertising
   Paid advertisements that propose, promote, or solicit the sale, rent, lease, license, distribution, or availability of some other commercial transaction concerning goods, products, services, or events for the advertiser's commercial or proprietary interest, or more generally promote an entity that engages in such activities.

2. Governmental Advertising
   Notices or messages from EMBARK that promote its services or any of its functions or programs, and also paid notices or messages of the United States government, the State of Oklahoma and its agencies, the City of Oklahoma City and its departments, or a State of Oklahoma County government within the EMBARK service area that advance specific governmental purposes.

3. Public Service Announcements
   Public service announcements not otherwise prohibited under Section IV of this policy, which are sponsored by either a government entity or a nonprofit corporation that is exempt from taxation under Section 501 (c)(3) of the Internal Revenue Code and which are directed to the general public and relate directly to:

   - Prevention or treatment of illnesses;
   - Promotion of safety or personal well-being;
   - Education or training;

- Art or culture;
- Provision of children and family services;
- Provision of services and programs that provide support to residents, seniors, or people with disabilities; or
- Solicitation by broad-based contribution campaigns that provide funds to multiple charitable organizations active in the above-listed areas.

B. Prohibited Advertising

Advertising is prohibited on EMBARK property if it includes any content that falls under one or more of the following categories:

1. *Political and Public Issue*
   Any material that:
   a. Promotes or opposes a political party, promotes or opposes any state or local ballot measure or the election of any candidate or group of candidates for federal, state, judicial or local government offices;

   b. Is political in nature or contains political messages, including advertisements involving political or judicial figures and/or advertisements involving an issue that is political in nature in that it directly or indirectly implicates the action, inaction, prospective action or policies of a governmental entity; or

   c. Expresses or advocates an opinion, position or viewpoint on a matter of public debate about economic, political, religious or social issues.

2. *False or Misleading*
   Any material that is, or the sponsor reasonably should have known is, false, fraudulent, misleading, deceptive, or would constitute a tort of defamation or invasion of privacy.

3. *Copyright, Trademark or Otherwise Unlawful Infringement*
   Any material that infringes on any copyright, trade or service mark, title or slogan.

4. *Obscene or Pornographic*
   *A*ny material that is obscene or pornographic.

5. *Defamation or Lawless Action*
   Any material that is clearly defamatory or advocates imminent lawlessness or violent action.

6. *Smoking Products, Tobacco, or Weapons*
   Any material that constitutes commercial advertising of the sale of weapons, smoking products, tobacco-related products, or electronic cigarettes.

7. *Profane and Violent*
   Advertisement that contains any of the following:

   a. any profane language
   b. any images portraying or describing graphic violence, including death, mutilation, disfigurement or intentional infliction of pain or violent action; or
   c. depictions of weapons or devices that appear to be aimed or pointed at the viewer or observer in a menacing manner.

8. *Insulting, Degrading, Disparaging, Demeaning or Offensive*
   Any material directed at a person or group that is intended to be (or reasonably could be interpreted as being):

   a. Insulting, degrading, disparaging, demeaning or offensive so as to be reasonably foreseeable to incite or produce lawless action in the form of retaliation, vandalism or other breach of public safety, peace and order; or
   b. Disparaging or disrespectful to persons, groups, governments, businesses or organizations, including advertisements that portray individuals as inferior, evil or contemptible.

9. *Harmful or Disruptive to EMBARK.*
   Any material that is reasonably likely to cause harm to, disruption of or interference with EMBARK property and its family of services.

10. *Unsafe Behavior*
    Any advertisement that encourages or depicts unsafe behavior including, but not limited to, EMBARK-related activities, such as non-use of normal safety precautions in awaiting, boarding, riding upon or disembarking from EMBARK property.

11. *Adverse to EMBARK*
    Advertising, or any material contained in it, that is directly adverse to the commercial or administrative interests of EMBARK, or that tends to disparage the quality of service provided by EMBARK, or that tends to disparage EMBARK generally.

12. *EMBARK Graphics and References*
    Advertising that contains EMBARK graphics, logos or representations without the express written consent of EMBARK.

V. TRANSIT SYSTEM INFORMATION AND PROMOTION

EMBARK reserves the right to display advertising and information that pertain to EMBARK's operations, programs and promotions, including the distribution of materials, leaflets and literature within EMBARK facilities and vehicles consistent with the standards herein.

EMBARK Administrator or designee may authorize independent contractor (s) to self-promote for the purpose of selling the available inventory of advertising at the contractor's expense and is consistent with the standards herein.

VI. IN-KIND TRADE AND PARTNERSHIP ADVERTISING

In-kind trade and partnership advertising resulting in an equal exchange of value from a third party may be executed at the discretion of the EMBARK Administrator or designee. The EMBARK Administrator or designee is authorized to grant use of the EMBARK logo for in-kind and partnership advertising purposes.

VII PRODUCT DISTRIBUTION & LEAFLETING

EMBARK Properties are not public forums for public discourse or expressive activity. Literature or product distributions, leafleting and similar activities can disrupt or delay customers, cause maintenance issues, and otherwise create safety issues for customers, operations, and surrounding environment. Accordingly, petition initiatives, political campaign activities, distribution of political or issues campaign literature, leafleting, and other information or campaign activities are prohibited on or within EMBARK properties.

On a limited basis and in conjunction with a "partnering" opportunity approved by the Administrator or designee, EMBARK may allow an advertiser to distribute items on or within EMBARK properties. Any distribution of literature, leaflets, coupons, products, samples or other items must be pre-approved by the EMBARK Administrator or designee and must strictly comply with this policy and any terms and conditions established by EMBARK.

VII. APPROVAL

EMBARK and or its independent contractor shall reject advertising that does not comply with this policy.

EMBARK and or its independent contractor will work with advertisers to resolve issues regarding advertisements that do not comply with this policy. Resolution may include modification of the art, copy, or both, solely at the advertiser's expense.

VIII. APPEALS

An advertiser may appeal a decision to reject or remove a paid advertisement by filing a written request with the EMBARK Administrator or designee within ten (10) calendar days after the rejection or removal decision. The advertiser's request must state why the advertiser

disagrees with the decision in light of EMBARK's Policy on Advertising.

The EMBARK Administrator or designee will review the basis for the rejected or removed advertisement and will consider the advertiser's reasons for filing the request.

The EMBARK Administrator or designee will make a decision on the request and will notify the advertiser of his/her decision in writing within ten (10) business days after receiving the advertiser's appeal request. The EMBARK Administrator or designee's decision is final and not subject to appeal.

IX. COMPLAINTS

Complaints regarding any advertisement shall be directed to the Administrator or designee.

X. EMBARK'S RIGHTS

EMBARK reserves the right to modify these policies as it deems necessary to comply with legal mandates, or to facilitate its primary function, or to fulfill the purpose of the advertising program, or to achieve the objectives of the advertising program.

Exhibit M

Sample Invoice

Please Remit To:
COTPA
2000 S May Avenue
Oklahoma City, OK 73108

EMBARK | CENTRAL OKLAHOMA TRANSPORTATION & PARKING AUTHORITY

Bill To:
CITY OF NORMAN
ATTN: CITY MANAGER
P.O. BOX 370
NORMAN OK 73070

INVOICE

Page:	1
Invoice No:	0000100563
Invoice Date:	04/20/2020
Customer Number:	22
Payment Terms:	Net 30
Due Date:	05/20/2020
AMOUNT DUE:	165,558.32 USD

Amount Remitted

For billing questions, please call (405) 297-3702

Line	Adj	Identifier	Description	Quantity	UOM	Unit Amt	Net Amount
1			FYTD EXP 3/31 LESS PREV INVS	1.00	EA		149,172.44
2			ADMIN OVERHEAD AT 11%	1.00	EA		16,385.88

TOTAL AMOUNT DUE : **165,558.32**

Sample

Original

Exhibit N

Sample EMBARK Norman Performance Summary Report

Attached on the following page.

Transit System Report

March 2022

Purpose

The Transit System Report provides a summary of both internal indicators and performance measures used to evaluate the performance of the EMBARK transportation system for the City of Norman. The internal indicators are mainly used by staff to compare performance to previous periods whereas, the performance measures having specific targets are more outcome-based and are included in EMBARK's strategic business plan to help demonstrate accomplishments given the resources that are provided. The internal indicators and performance measures included in this report address ridership, dependability, safety and align with EMBARK's mission.

Total Ridership

Total ridership for EMBARK Norman in March 2022 was 24,482, compared to 17,425 in February 2022. The average total daily ridership was 907 for March 2022, a 24.89% increase from 726 for February 2022, and a 28.83% increase from 704 in March 2021. Fiscal-year-to-date ridership is 190,108 passengers, a 26.87% increase from the March 2021 YTD total of 154,570.

Sample

Norman Transit Services	Mar FY22	+/- Mar FY21	+/- Feb FY22
Fixed Routes (M-F)	**20,594**	**28.04%**	**40.11%**
110 - Main Street	4,033	57.60%	41.61%
111 - Lindsey East	8,256	30.86%	36.94%
112 - Lindsey West	3,055	40.91%	33.82%
120 - West Norman	192	14.29%	68.42%
121 - Alameda	5,058	49.16%	47.72%
144 - Social Security	0	0.00%	0.00%
Fixed Routes (Sat)	**1,769**	**27.17%**	**29.98%**
110 - Main Street	400	7.53%	22.32%
111 - Lindsey East	605	23.98%	30.95%
112 - Lindsey West	230	11.11%	8.49%
121 - Alameda	534	64.81%	48.33%
PLUS ADA Service	**2,119**	**38.68%**	**55.12%**
PLUS (M-F)	2,038	38.55%	55.45%
PLUS (Sat)	81	42.11%	47.27%
Bikes	736	13.15%	51.33%
Wheelchair	228	-25.97%	32.56%
PLUS Wheelchair	437	45.67%	65.53%

The fixed-route service totaled 22,363 for March 2022 compared to 16,059 for February 2022. Average fixed-route daily ridership for March 2022 was 828, compared to 669 for February 2022, a 23.78% increase, and 647 for March 2021, a 27.97% increase. Passengers with bicycles or similar means of travel totaled 964, compared to 637 for February 2022 and 852 for March 2021. Passengers with wheelchairs or other mobility devices totaled 228, compared to 172 for February 2022 and 308 for March 2021.

PLUS ridership totaled 2,119 for March 2022, compared to 1,366 for February 2022 and 1,528 for March 2021. The average daily total PLUS ridership was 78 for March 2022 and 57 for February 2022, a 37.89% increase, and 57 for March 2021, a 38.68% increase. Passengers with wheelchairs or other mobility devices totaled 437 for March 2022, compared to 264 for February 2022, a 65.53% increase, and 300 for March 2021, a 45.67% increase.

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-140: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND STANLEY R. SENDELBACH IN THE AMOUNT OF $450 PER YEAR BY THE TENANT FOR AGRICULTURAL LEASE OF THE PROPERTY AT 4020 EAST TECUMSEH ROAD.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Nathan Madenwald, Utilities Engineer

PRESENTER: Nathan Madenwald, Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-140: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND STANLEY R. SENDELBACH IN THE AMOUNT OF $450 PER YEAR BY THE TENANT FOR AGRICULTURAL LEASE OF THE PROPERTY AT 4020 EAST TECUMSEH ROAD.

BACKGROUND:

The City of Norman water system is supplied with water from the Vernon Campbell Water Treatment Plant (WTP) with water originating from Lake Thunderbird, the groundwater well system; and the City of Oklahoma City (OKC) treated water wholesale connection. The groundwater well system includes 41 wells (9 completed in 2021) with water sent to the system without any treatment. Water systems supplied solely by groundwater wells are not required to have treatment or disinfection by regulations. However, surface water systems are required to have treatment and disinfection and to maintain a minimum disinfectant residual within the system. The Oklahoma Department of Environmental Quality (DEQ) is working to have combined surface and groundwater systems comply with regulations similar to a surface water system. To comply with this requirement and to provide future capabilities for additional treatment processes in order to meet more stringent regulations as they are adopted, land was proposed to be acquired for a centralized groundwater facility as part of the 2015 rate increase. The construction of the centralized facility is a key initiative for the City and additional funding for the facility construction was proposed as part of the 2022 rate increase initiative that was unsuccessful.

In 2020, the City authorized Alan Plummer Associates, Inc. under Contract K-1516-85 to complete a siting evaluation to determine the best area for the location of the centralized treatment facility. Six locations were evaluated and locations along East Tecumseh Road generally between 24th Avenue NE and 48th Avenue NE were identified as the lowest capital cost options since less piping would be required to convey groundwater flows to and from the central site.

On February 22, 2022, the Norman Utilities Authority (NUA) acquired the tract of land at 4020 East Tecumseh Road pursuant to Contract K-2122-93 in amount of $800,000. The tract is just over 28 acres in size and is currently open field.

DISCUSSION:

The NUA is currently negotiating with a consultant to begin design efforts for a chlorination site at this property. The original plan as described in the proposed 2022 rate initiative included a storage tank, booster station, generator, and other site improvements. This facility will be significantly scaled back to meet the immediate need for residual disinfectant within the system.

The property has been historically used for agricultural purposes, specifically haying for animal feed. Ongoing maintenance of the property will be necessary until the facility is constructed and in the future for the areas not built on by the initial phase of the project. The previous owner has offered to hay the property for $450 annual payment to the NUA. Mowing is often a cost for other City facilities so it is in the best interest of the NUA to approve this contract. The use of the property will be limited to producing hay.

Funds received from this contract will be deposited into Rentals-City Property (319-362541) within the Water Fund.

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2122-140 with Stanley R. Sendelbach in the amount of $450 annual payment by the tenant for an agricultural lease for the property at 4020 E. Tecumseh Road.

NORMAN UTILITIES AUTHORITY
LEASE AGREEMENT

THIS LEASE AGREEMENT is entered into between Norman Utilities Authority ("NUA") of the City of Norman and the Tenant as designated on **Attachment "A"**, which is incorporated herein by reference.

WHEREAS, the NUA owns and leases real property for public purposes; and

WHEREAS, the NUA grants leases for use of land for agricultural purposes; and

WHEREAS, the Tenant has expressed an interest in accessing property to acquire the hay located therein; and

WHEREAS, the NUA has determined that the agricultural use of the land by Tenant would be beneficially to the NUA maintenance and care of the property until water facilities can be constructed.

NOW, THEREFORE, in consideration of the covenants, terms, and agreements of the parties hereto, it is agreed by all parties as follows:

1. PERMIT

NUA does hereby permit Tenant to utilize the premises and associated appurtenances ("Leased Property") as described and subject to the further limitations provided for in Attachment "A". Any other use of the Leased Property must be approved by the General Manager in writing prior to said use.

2. TERM

(a) The term of this agreement shall be 6-10, 2022 through 10-31, 2024 unless terminated earlier as outlined in this Lease Agreement. This Lease Agreement may be extended upon written consent of the parties for (1) year renewal terms, under mutually agreeable terms and conditions, if timely approved in writing by the Tenant and General Manager on or before 30 days prior to the end of the existing term.
(b) Any party hereto shall have the option of terminating this Agreement for any reason upon thirty (30) days written notice to all other parties.

3. RENT PAYMENTS

(a) For and in consideration of the privileges herein granted, Tenant agrees to pay NUA rent payments in the amount designated on Attachment "A".
(b) Tenant agrees to make timely rent payments by remitting payment no later than the due date on the invoice. Tenant will be invoiced for annual payments as indicated on Attachment "A" and shall remit the appropriate payment to:

NUA
201 W. Gray St. Bldg C
Norman, OK 73069

(c) A twenty five and no/100 dollars ($25.00) return fee will be charged on each returned check, credit card or electronic payment.

(d) If Tenant becomes delinquent in payment of rents on this property, or on any other City account(s), jointly or individually, in the Tenant's names, that may result in termination of this Agreement.

4. SECURITY DEPOSIT

Tenant shall furnish a security deposit in the amount set forth in Attachment "A" to cover any damages, clean-up expenses or unpaid sums due upon expiration of the Agreement. The security deposit shall be in the form of a cashier's check, money order, or bank check with the Norman Utilities Authority as sole, unconditional payee to guarantee compliance with the terms of this Agreement and payment of all sums due and owing; to guarantee the upkeep of the Leased Property; and to guarantee the return of the Leased Property to at least as good of a condition it was in before the effective date of this Agreement. Said security deposit shall be held in escrow by NUA and must be tendered prior to the effective date of this Agreement. The security deposit shall be returned, without interest, upon determination by the General Manager or his designee that the provisions of this Agreement have been met.

5. DUTIES OF TENANT

(a) The Tenant has examined the Leased Property and accepts the Leased Property "as is". The Tenant must keep the Leased Property safe, clean and sanitary. All garbage and other waste must be disposed of in a safe, clean and sanitary manner. Tenant may not deliberately or negligently destroy, deface, damage, impair, or remove any personal property, equipment, fixture, or other part of the Leased Property or permit any person, animal or pet to do so. Tenant shall not engage either personally or by any member of Tenant's household or any guest or other person under the Tenant's control in criminal activity or any other activity that threatens the health, safety, right of peaceful enjoyment of the Leased Property.

(b) Water quality is a major concern of NUA. The use, storage, distribution, or disposal of any chemical, including but not limited to weed or pest control, anywhere on Leased Property must be pre-approved by NUA.

6. ABIDE BY LAW

(a) Tenant agrees to faithfully abide by the ordinances, laws, rules, and regulations of The City of Norman, the State of Oklahoma, the United States of America, and all other applicable governmental agencies, and all amendments thereto, as terms of this Agreement regardless of jurisdictional limits. Failure of the Tenant to so abide after notice and opportunity to correct any violation shall constitute a default. Nothing in this Agreement shall be interpreted as precluding any

governmental agency or department from enforcing its laws, ordinances, rules, or regulations in addition to remedies herein provided.

(b) Any criminal activity committed by a Tenant or by any member of Tenant's household or any guest or other person under the Tenant's control or is a danger to the Leased Property and any drug-related criminal activity on or near the Leased Property by the Tenant or by any member of Tenant's household or any guest or other person under the Tenant's control shall be grounds for immediate termination of this Agreement.

(c) Tenant shall not engage in the following activities on the Leased Property: dumping, burning, the use of firearms, or noise. Tenant shall likewise comply with all state, federal, and city laws regarding the use of land and activities on or near the Leased Property.

7. INSPECTION

NUA or its representatives may enter upon the Leased Property at any time for inspection and exercise of rights reserved to NUA.

8. DUMPING

Dumping is prohibited on the Leased Property. Dumping includes, but is not limited to, refuse, garbage, trash, brush, furniture, appliances, tires, roofing shingles, petroleum products, household waste, toxic waste, and inoperable automobiles or machinery. Tenant shall not engage in dumping nor allow others to do so on or near the Leased Property. If dumping occurs on the Leased Property, Tenant shall be liable for all costs and expenses related to clean up of the dump site, this Agreement may be immediately terminated by the General Manager and the General Manager may elect to prosecute for illegal dumping under City ordinance and/or state law.

9. HUNTING

No person shall hunt, shoot, take, trap, capture, or kill any animal on the Leased Property. No person shall place tree stands, hunting blinds, or game feeders on the Leased Property. Any prohibited activity committed by a Tenant or by a member of the Tenant's household or any guest or other person under the Tenant's control shall be grounds for immediate termination of this Agreement.

10. INGRESS AND EGRESS

(a) NUA and its authorized representatives shall have the right of ingress and egress to and upon the Leased Property for the purposes of inspecting, preventing waste or damage, making improvements, repairs, or alterations to property, developing the natural resources, and for any other lawful purpose NUA deems necessary for the supervision of the Leased Property.

(b) The right of ingress and egress to the Leased Property does not impose nor do NUA or the City of Norman assume by reason thereof, any responsibility, for

repair, replacement, or alteration of said Leased Property. NUA shall not be liable for any expense for plowing or preparing the land for seeding of crops. NUA shall not be liable for payment of materials or labor furnished to Tenanant and employed on or used for the benefit of the Leased Property. If any lien or liens shall be filed against said Leased Property for work performed or materials thereon, Tenant must within thirty (30) days thereafter, at Tenant's own cost and expense, discharge such lien or liens. If such lien or liens are not discharged within thirty (30) days, this Agreement shall terminate upon thirty (30) days written notice to Tenant, thereafter NUA shall have the right to take immediate possession of the Leased Property. Tenant further agrees to indemnify NUA and the City of Norman against all claims and actions arising from said lien or liens. NUA shall have the right to recover from Tenant all costs and expenses associated with clearing the title of the Leased Property which might result from a lien or liens resulting from the Tenant's actions.

11. WAIVER

No waiver of any default by any party hereto of any terms, covenants, or condition hereof to be performed, kept, or observed shall be construed to be a waiver of any subsequent default of any of the terms, covenants or conditions herein contained. Should this Agreement be terminated by NUA by reason of default of Tenant, NUA shall be entitled to retain the annual lease payment and the security deposit.

12. NO SUBLEASE OR ASSIGNMENTS

Tenant may not sublease or assign the rights and privileges granted by this Agreement without the prior written consent of the General Manager. The execution of any such assignment or sub-lease by the Tenant without the prior written consent of NUA shall act to immediately cancel and terminate this Agreement.

13. INDEMNIFICATION

Tenant hereby agrees to release, to defend, to indemnify, and to hold harmless NUA and the City of Norman and their officers, agents, and employees from and against all loss or damage to property or injuries to, or death of, any person or persons in any way resulting from, or arising out of, directly or indirectly, Tenant's activities, ommissions, or operations under or in connection with this Agreement, or Tenant's use and occupancy of any portion of the Leased Property and including, without limitations, acts and omissions of Tenant's officers, employees, representatives, suppliers, invitees, contractors, or agents. Provided, however, Tenant need not release, defend, indemnify or save harmless NUA and the City of Norman from the acts of their officers, agents or employees.

14. TERMINATION

(a) Tenant herby expressly waives the receipt of any notice to quit or notice of termination except as otherwise provided by this Agreement which would otherwise be given by NUA under the provisions of the laws of the State of Oklahoma. Any party hereto shall have the option of terminating this Agreement for any reason upon thirty (30) days written notice to all other parties.

(b) Upon expiration or termination of this Agreement, for whatever reason, the Leased Property shall be in at least as good condition and order as the same was when rendered to Tenant. Upon expiration or termination of this Agreement, for whatever reason, all personal property owned by Tenant and placed on Leased Property by Tenant shall be removed by Tenant. The removal of any such personal property, must be effectuated before the expiration or termination of the term of this Agreement, and all damage caused to such Leased Property by such removal shall be repaired and remediated by the NUA at the Tenant's expense and/or through use of Tenant's deposit. However, all improvements, repairs, or replacements to the Leased Property shall become the property of NUA upon expiration or termination of this Agreement. Any personal property of Tenant remaining on the Leased Property after expiration or termination of this Agreement shall be deemed abandoned by the Tenant and may be disposed by NUA, as it sees fit, without additional notice of payment or compensation to the Tenant.

15. DEFAULT

Except as otherwise specifically provided in any paragraph hereto, should any party fail to perform, keep or observe any of the terms, covenants, or conditions herein contained, this Agreement may be terminated by any party not in default upon thirty (30) days written notice to correct the default to addresses listed on Attachment "A". If the Tenant is the party in default and have not corrected said default at the end of the thirty (30) days notice, the Agreement shall terminate at the end of the day following the end of the thirty (30) days notice period. If Tenant abandons the Leased Property, NUA, at its option, may declare this Agreement terminated, and without making demand upon Tenant to comply with such terms, covenants, and conditions, may take immediate possession of Leased Property and retain the security deposit.

16. EFFECTIVE DATE

The effective date of this Agreement shall be upon execution hereof by the last party hereto and receipt by NUA of consideration on Attachment "A" and the security deposit referenced in Paragraph 4 and Attachment "A".

17. TIME OF ESSENCE

It is expressly agreed by all parties hereto that time shall be deemed to be of the essence of this Agreement.

18. AMENDMENT

This Agreement may not be amended except by express written agreement of all parties hereto.

19. VOID

Should it be determined that any provision or the application of any provision of this Agreement to any party is prohibited by law, such prohibition shall not affect the validity of the remaining provisions of this Agreement or its effectiveness against the remaining parties.

20. WHOLE AGREEMENT

It is mutually understood and agreed by the parties hereto that this Agreement contains all of the covenants, stipulations and provisions agreed upon by said parties and no agent or any party to this Agreement has authority to alter or change the terms hereof, except as provided herein, and no party is or shall be bound by any statement or representation not in conformity herewith.

Norman Utilities Authority

Signature

Name

Title

Date

Attest

City Clerk

Reviewed for form and legality

City Attorney

TENANT Stanley R Schlebach

Signature Stanley

Name Stanley R Schlebach

Title

Date 6-13-22

STATE OF OKLAHOMA)
) SS
CLEVELAND COUNTY)

The foregoing instrument was acknowledged before me this 13th day of June 2022, by [illegible]
Title Notary Public

OFFICIAL SEAL
DEMA HANSMEYER
Commission # 21014248
Expires October 28, 2025

NOTARY PUBLIC

Contract K-2122-

NORMAN UTILITIES AUTHORITY OF THE CITY OF NORMAN LEASE AGREEMENT

ATTACHMENT A

Tenant's Full Legal Name Stanley R Sendelbach

Tenant's Date of Birth 4-12-74

Mailing Address 15751 E. Maguire Rd.

Residential Address _____

Primary Phone No. 405-834-6323

Secondary Phone No. wife Misty 405-818-1465

Email _____

Location of Property: 4020 East Tecumseh Road, Norman, OK 73071, 28 Acres +/-

A tract of land being a part of the North Half of the Northwest Quarter (N/2 NW/4) of Section Fourteen (14), Township Nine (9) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: BEGINNING at the Northeast corner of said N/2 NW/4; THENCE South 000 19 1 26" East (South record), along the east line of said N/2 NW/4, a distance of 1320.00 feet to the Southeast corner of said N/2 NW/4;THENCE South 890511 55" West (West record), along the south line of said N/2 NW/4, a distance of 1103.99 feet (1108.00 feet record) to the Southeast corner of Block 2, Lot 11, HANSMEYER ADDITION; THENCE North 000 15'05" West (North record), along the east line of said Lot 11, a distance of 418.00 feet to a point on the south line of Block 1, Lot 7, HANSMEYER ADDITION, said point also being the Northwest corner of Block 2, Lot 11; THENCE North 890 51'55" East (S 89053" E record), along the south line of said Block 1, Lot 7, a distance of 118.10 feet to the Southeast corner of said Lot 7; THENCE North 000 15'55" West (North record), along the east line of said Lot 7, a distance of 416.00 feet to a point on the south line of Block 1, Lot 2, said point also being the Northeast corner of Lot 7

Use of Property: Haying Only July 1st

Annual Rental : $450 ; to be paid annually on 7-1-22

Security Deposit in amount of Annual Rent received by NUA on: N/A - No Deposit Required

Signature of Tenant (s): Stanley R Sendelbach Date: 6-10-22

File Attachments for Item:

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-141: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PINNACLE VIEW, L.L.C., FOR THE LEASE OF PROPERTY LOCATED AT 307 WEST GRAY STREET FOR A PERIOD OF THREE YEARS SUBJECT TO ANNUAL APPROPRIATION OF FUNDS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: June 28, 2022

REQUESTER: Darrel Pyle, City Manager

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-141: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PINNACLE VIEW, L.L.C., FOR THE LEASE OF PROPERTY LOCATED AT 307 WEST GRAY STREET FOR A PERIOD OF THREE YEARS SUBJECT TO ANNUAL APPROPRIATION OF FUNDS.

BACKGROUND:

The City purchased the three adjoining buildings located at 101, 113, and 115 West Gray Street in 2011 “for municipal purposes” with funds obtained through a financing pledging capital fund revenues for $1,650,000. At the time, potential uses for the space were identified, including relocation of the Facilities Maintenance Division, Municipal Court, central location for Development Services, storage, and expansion of municipal and public parking. Ultimately, the space was used to house the Facility Maintenance Division and for storage of old records and surplus furniture.

The City was approached in the spring of 2021 by Factory Obscura about the creation of a large-scale immersive art museum experience in Downtown Norman; this site was identified as a possible location. Council first discussed the project at its meeting on April 13, 2021 and discussed it most recently at its meeting on November 2, 2021, where the consensus was to pursue a contractual agreement for the sale or lease of this property to Factory Obscura. Since then, Council has approved a lease for the relocation of the Facilities Maintenance Division from these properties to 1910 Research Park. Space is still needed to store old records and surplus furniture and equipment.

DISCUSSION:

Staff identified available vacant space in close proximity to the City complex at 307 W. Gray. The space is adequately sized to meet the storage needs of the City at this time. Staff approached the property owner, Pinnacle View, LLC, and negotiated a lease for the property after an on-site visit confirmed its suitability for the City’s needs.

The term of the proposed lease is for 3 years, beginning on July 1, 2022. The lease can be terminated on an annual basis if adequate funds are not appropriated by Council to cover the cost of the lease.

The annual base rent is $27,600 payable monthly at a rate of $2,300 per month. The lease can be renewed for an additional one-year rental rate of $2,600 per month, provided 90 days written notice is provided to Pinnacle.

The City will be required to maintain its premises as is; Pinnacle is responsible for maintenance and repairs of the exterior of the building and common areas, as well as the plumbing, electrical, heating and air conditioning systems, provided any damages necessitating the repairs are not caused by the City.

Funds are available in Rentals & Leases – Office Space (10110110-44503), subject to approval of $27,600 in Fiscal Year 2022-2023 funds.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-141, subject to approval of $27,600 in Fiscal Year 2022-2023 General Fund balance.

LEASE AGREEMENT

LANDLORD: **PINNACLE VIEW, LLC (hereafter "Landlord")**
111 N. Peters, Suite 101
Norman, OK 73069
405.321.8984 phone
405.366.7171 fax

TENANT(S): **The City of Norman (hereafter "Tenant")**
307 W. Gray Street
Norman, OK 73069
Contact Phone:

DATE: _____

1. LEASED PROPERTY:

a. The Landlord does hereby lease to the Tenant and the Tenant does hereby lease from the Landlord the use and occupancy of a portion of a single story commercial building, which is generally located at 307 W. Gray Street in Norman, Cleveland County, Oklahoma. The property location has an underlying legal description as follows:

NORMAN OT LT 4 JOINTLY OWNED PARTY WALL LTS 3 4 AND 5 BLK 83

b. This is a lease with the Tenant planned to occupy a space that is roughly 2,500 gross SF within a stand alone building (herein the "**Property**").

2. TERM:

a. The term of this Lease is for three (3) years, with a commencement date of July 1, 2022, and a termination date of June 30, 2025, subject to adequate annual appropriation of funds by the City Council of the City of Norman.

b. With the sole exception of the rent amount and dates of term, any extension of this Lease under a renewal term or any other extension agreement, shall be subject to all provisions of this lease agreement and any amendments thereto; and all such provisions and amendments shall remain in full force and effect throughout any extension periods.

3. RENT:

a. Tenant, in consideration of leasing the Property as set forth above, covenants and agrees with Landlord to pay Landlord the following monthly rent of Two Thousand Three Hundred Dollars ($2,300) for the term of the Lease.

b. The rent shall be paid without any set-off or deduction whatsoever, on or before the first (1st) day of each month in advance. Landlord will accept payment in these forms only: Personal check, business check, cashier's check, or money order made payable to "Pinnacle View, LLC"

c. Rent is due strictly in advance on the first (1st) day of each month. Rent shall be considered as "received" on the calendar day that it physically arrives at the Landlord's office as required above. As a gesture of goodwill only, and NOT as any amendment to the rent payment due date of the first day of the month, Landlord will provide Tenant with a brief grace period

before the application of late charges. Therefore, if any payment has not been received at the Landlord's office by the fifth (5th) day of the month, any amount of rent due the Landlord shall be subject to an increase in the amount of 5% of the amount past due. If any payment due the Landlord has still not been received at the Landlord's office by the fifteenth (15th) day of the month, the amount due shall be further increased by an additional amount equal to 5% of the amount past due; and the Tenant shall pay any and all expenses incurred by the Landlord as a result of the collection efforts. Such expenses may include, but are not limited to court costs, attorneys' fees and expenses (regardless of whether litigation has been commenced), expert witnesses, collection agency fees, and the like. Any increases shall be payable immediately as additional rent. Such late charges paid by Tenant, or acceptance thereof by Landlord, shall not be deemed a waiver or relinquishment by Landlord of any of its other rights or remedies under this Lease, equity or law. All other provisions and default remedies shall remain in full force and effect. Furthermore, the grace period shall not alter the fact that rent is strictly due in advance on the first (1st) day of the month, and Landlord reserves the right to insist upon payment and pursue default remedies pursuant to such requirement.

d. If any payment offered by Tenant to Landlord in payment of rent or any other amount due is returned for lack of sufficient funds, a "stop payment", or any other reason, Tenant shall pay Landlord a non-refundable fee of Fifty Dollars ($50.00), in addition to any late charges and/or collection expenses that may apply as discussed above, which may also apply for rent that has not been received in time because of the lack of sufficient funds, etc.

4. OPTION TO RENEW

a. Landlord herewith grants to Tenant the option to renew this lease for an additional one (1) year term with the following monthly rental rates:

Additional Year: Twenty Six Hundred Dollars ($2,600) per month.

b. In order to exercise the option to renew, Tenant must provide written notice to Landlord at least ninety (90) days prior to the end of the term.

5. SECURITY DEPOSIT: Intentionally Deleted.

6. USE OF PROPERTY:

a. Tenant shall use and occupy demised Property only for the purpose of storage of surplus equipment and furniture, as well as file storage and is accepting the property in AS IS condition. Tenant shall obtain the prior written consent of Landlord before changing the scope or character of any such use. Tenant shall not use the Property in any manner that is disreputable, creates extraordinary fire hazards, or that will increase risk covered by insurance on the Property, such as would result in an increase in the insurance premium rates or cancellation of any insurance policy.

b. Tenant shall take reasonable steps, at all times, to cooperate with the other tenants that may be on, or adjacent to, the Property and Tenant shall strive to work closely with the other tenants so that all parties are able to use the site as they have a right to do, without unnecessary interruptions. Tenant shall regularly communicate with the other tenants to make certain that no conflicts are arising.

c. Tenant shall conduct its business and control its subtenants, agents, employees, contractors, customers, and invitees in such a manner as not to create any nuisance or unreasonably interfere with other tenants or neighbors of the leased property. Tenant, at its sole

expense shall conduct its business in compliance with all laws (including without limitation, any and all environmental rules, regulations, and requirements, and all laws regarding access for handicapped or disabled persons), ordinances and regulations, and all declarations, covenants, and restrictions, applicable to Tenant's use or occupation of the Property, and with all government orders and directives of public officers which impose any duty or restriction with respect to the use of the property.

d. Tenant shall make certain that its officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors shall abide by additional miscellaneous rules as may be put forth by the Landlord from time to time and as may include, but not be limited to the following:

i. Plumbing fixtures and appliances shall be used only for the purposes for which they were designed, and no trash, debris, sweepings, rubbish, rags, or other unsuitable material will put into plumbing drain lines. Tenant shall pay damage resulting to any such fixtures or appliances from misuse. Tenant shall not waste or use unusually large amounts of water.

ii. In the event that Tenant should change the locks, Tenant shall provide Landlord, at Tenant's expense, with at least two (2) copies of every key to the Property (interior and exterior) – this is for safety purposes in the event of a flood, fire, crime, or other event in which Landlord might need to have quick access into the Property.

iii. Movement on or off of the Property of merchandise, furniture, equipment, boxes, crates, is undertaken at Tenant's risks, and Tenant assumes all risks of and shall be liable for all damage to property or persons when moving items in and out of the Property, or around the site. Tenant shall not bring any items of unusually excess weight onto the Property.

iv. All damages to the leased building or Property caused by the movement of any property of Tenant, or of Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, or subcontractors, shall be repaired at the expense of Tenant.

v. No animals of any kind shall be kept on the Property, at any time, nor for any length of time. No portion of the Property may be used at any time for a residence or living space.

vi. Tenant shall keep the Property neat, clean and orderly (both interior and exterior). Tenant shall maintain the exterior of the Property in a manner that is of first-class commercial quality and appearance. Tenant shall obtain Landlord's prior written consent before placing items on exterior display, or furniture or equipment of any kind, outside of the Tenant's exclusive leased space. Landlord shall have the prior right of approval concerning placement of such items, and Tenant shall allow Landlord at least three days to consider location of such items and reply in writing as to approval or denial. Tenant shall keep all trash and discarded items in the designated trash areas and not in any areas visible to the public or other tenants.

vii. Tenant shall not make or permit any publicly disturbing vibrations, noises, odors or other matters to emanate from the Tenant's exclusive leased space on the Property or otherwise interfere in any way with Tenant's neighbors.

viii. Any flammable or explosive fluids or substances on the Property shall be stored and used in a safe manner and as prescribed by industry standards and manufacturer's recommendations.

viiii. All non-inventory company vehicles must be currently licensed, in good operating condition, parked for business purposes having to do with Tenant's business operated in the Property, parked within designated parking spaces, one vehicle to each space. No vehicle shall be parked as a "billboard" or signage vehicle in the parking lot in any way that violates City codes or causes any safety problems of blocking sight lines for vehicles passing nearby. Any vehicle parked illegally, may be towed away at Tenant's expense.

x. Tenant shall not mark, paint, drive nails into, or screw or drill into, or in any way deface, the walls, ceilings, partitions, floors, wood, stone, or ironwork. The expense of repairing any damage or caused by any interruption of operations resulting from the violation of this rule shall be borne by the Tenant.

xi. Any additional window shades or coverings desired by Tenant shall be installed at Tenant's expense and must be of such uniform shape, color, material, and style as may be prescribed by Landlord. No additional attachments or items may be attached to the outer surfaces of the building.

7. UTILITIES:

a. Tenant shall arrange and pay for any and all separately metered utilities furnished to the Property, specifically, electric, gas, water, sewer, and internet expenses incurred in the business operations conducted on the leased Property.

8. IMPROVEMENTS and ALTERATIONS:

a. Any improvements made by Tenant to the Property shall become part of the building and the property of the Landlord at the expiration of this Lease. Tenant agrees to provide first-class quality materials, and labor shall be performed in a first-class workmanlike manner with high-quality results. All materials and laborers must be first approved by Landlord, in Landlord's sole discretion. Any trade fixtures installed by Tenant on the Property may be removed, but only to the extent that such removal does not cause any damage or visual unsightliness to the property.

b. The Property is offered for lease to Tenant in an AS-IS, WHERE-IS, WITH AL FAULTS condition, and Landlord shall not be responsible for remodeling or providing improvements of any nature to the Property. Any improvements to the leased Property shall be done at the sole expense of the Tenant and shall require the prior written consent of Landlord. Any improvements made by the Tenant shall first be submitted to Landlord in the form of plans and specifications and shall be subject to prior written approval of Landlord and shall become part of the building and the property of the Landlord at the expiration of this Lease. Landlord's right of approval extends to the plans, specifications, materials, contractors, and subcontractors. Tenant shall cause any contractors to procure and maintain insurance coverage naming Landlord as an additional insured. Landlord's approval of any improvements shall not be a representation that such improvements comply with applicable laws and codes and it is the Tenant's responsibility to make certain that any such improvements do comply with all applicable laws and codes.

c. Tenant shall not permit any mechanic's or materialman's liens to be filed against the Property for any work performed, materials furnished, or obligation incurred by or at the Tenant's request. If such a lien is filed, then Tenant shall, within ten (10) days after Landlord has delivered notice of such filing to Tenant, either pay the amount of the lien or diligently

contest such lien and deliver to Landlord a bond or other security reasonably satisfactory to Landlord. If Tenant fails to timely take either such action, then Landlord may pay the lien claim or bond around the lien and invoice Tenant for the cost thereof, and any amounts so paid, including expenses and interest, shall be paid by Tenant to Landlord within ten (10) days after Landlord has invoiced Tenant therefore. If the lien is not removed within the ten-day period Landlord reserves the right to treat the failure as a material breach and terminate this lease agreement upon ten (10) days notice.

d. Tenant will purchase and install the required number of smoke detectors, carbon monoxide detectors and fire extinguishers as required by the Norman Fire Department.

9. SIGNS:

a. Tenant shall NOT place any signage, lettering, imagery, or any graphics anywhere on the Property without the prior written review and approval of Landlord. Landlord reserves all rights of refusal as it concerns the appearance and image of the building outside of the Tenant's exclusive leased space. Tenant shall within thirty (30) days of the commencement of this Lease install, at their sole cost and expense, a repainted sign on the exterior of the premises, for the purpose of identifying and advertising their business. The sign is provided by Landlord and shall remain the sole property of the Landlord.

10. MAINTENANCE AND REPAIRS:

a. Landlord shall be responsible for the expense and repair of the exterior surfaces of the building and common areas, and the building systems that serve the Tenant's premises, that being plumbing, electrical, heating and air conditioning. However, Landlord shall not be responsible for repairs to any items that have been damaged due to Tenant's actions or that of Tenant's employees, agents, visitors, customers, guests, etc. Landlord shall also not be responsible for any costs of repairs to any item on the interior if it has been damaged by Tenant's actions or that of Tenant's employees, agents, customers, invitees, or guests. Tenant is responsible for replacing light bulbs. Landlord is responsible for existing ballasts and fixtures.

b. Subject to subsection c. immediately below, Landlord shall be responsible, in Landlord's sole expense for maintenance and repairs on the exterior and common areas of the Property, such as the roof, parking lot, sidewalks, exterior wall surfaces, exterior metal awnings, exterior lights, and landscaping. Landlord shall not be responsible for maintenance or repair of any improvements that were installed by Tenant.

c. All damage or injury to the Property and to its improvements, fixtures, accessories, appurtenances and equipment caused in any way by any acts or omissions of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors shall be repaired, restored or replaced promptly by Tenant at Tenant's sole cost and expense to the reasonable satisfaction of Landlord. All such repairs, restorations, or replacements shall be in quality and class at least equal to the original work or installations.

d. If the Property becomes infested with rodents, insects, pests, or other vermin, Tenant shall at Tenant's expense cause such pests to be exterminated from time to time within Tenant's leased space. Landlord shall at Landlord's expense treat only for termites.

11. TAXES:

a. Landlord shall be responsible for the payment of ad valorem real estate property taxes, except that Tenant shall be liable for all taxes levied or assessed against personal property of Tenant's business, inventory, furniture, or fixtures placed by Tenant in the Property.

12. INSURANCE:

a. Tenant elects to self-insure its worker's compensation coverage, its vehicle accident coverage and liability for bodily injury or property damage to third parties in connection with accident arising out of Tenant's operations. Tenant has provided Landlord a letter dated September 22, 2020, from Clint Mercer, CPA, Chief Accountant for Tenant, a letter describing Tenant's election to self-insurance as Exhibit A attached hereto. See 50 O.S. §151 et. seq. Governmental Tort Claims Act.

b. Landlord shall NOT be responsible for insurance coverage, or security or safety, of any of Tenant's inventory or personal property or contents in, or located on, the leased Property.

c. Tenant shall NOT hire any subcontractors or any independent contractors that do not have general commercial insurance liability coverages and workers compensation coverage for all employees and persons that work on the Property. Tenant indemnifies and holds Landlord harmless for pollutants, hazardous waste claims as related to the Property that arise from Tenant's acts or omissions in relation to the Property. Any claims, lawsuits, disputes, injuries, damages, or controversies related to the Property that Tenant becomes aware of must be reported to Landlord within thirty (30) days of Tenant becoming aware of them. All vehicles operated by Tenant or Tenant's employees, volunteers, agents or representatives, shall be insured for liability insurance coverage, and all drivers must be licensed as required per the State of Oklahoma in relation to the vehicles being operated.

d. Notwithstanding the foregoing, the Tenant shall first look to Tenant's own insurance before making any claim against the Landlord for recovery for loss or damage resulting from fire or other casualty, and to the extent that such insurance is in force and collectible and to the extent permitted by law, Tenant hereby releases and waives all right of recovery against the Landlord or anyone claiming through or under the Landlord by way of subrogation or otherwise.

13. ACCEPTANCE AND SURRENDER:

a. Acceptance and occupancy of the Property by Tenant shall be construed as recognition that the Property is in a good state of repair and condition. Tenant agrees that Tenant is accepting delivery of the Property in an as-is condition with the exception of any specifically expressed obligations that may be provided elsewhere herein on the part of Landlord to provide improvements or repairs to the Property.

b. No act by Landlord shall be deemed an acceptance of surrender of the Property, and no agreement to accept a surrender of the Property shall be valid unless it is in writing and signed in advance by the Landlord. At the expiration or termination of this Lease, Tenant shall deliver to Landlord the Property with all improvements located therein in good repair and condition, broom-clean, neat and orderly, reasonable wear and tear excepted, and shall deliver to Landlord all keys to the Property. Provided that Tenant has completely performed all of Tenant's obligations hereunder, Tenant may remove all unattached trade fixtures, furniture, and personal property placed in the Property by Tenant, and if Landlord requests, Tenant shall remove such alterations, additions, improvements, trade fixtures, personal property, equipment

and furniture as Landlord may request. Tenant shall repair all damage caused by any removal of items. All items left on the Property by Tenant after termination of the Lease, or end of the Lease, shall be deemed to have been abandoned by Tenant and may be appropriated, sold, stored, destroyed, or otherwise disposed of by Landlord without notice to Tenant and without any obligation to account for such items.

c. Landlord shall be responsible for any existing environmental contamination present before the commencement date of this Lease. Tenant shall be responsible for any environmental contamination occurring on or after the commencement date of this Lease, and before the termination of this Lease agreement, which arises out of Tenant's occupancy and use of the Property. Tenant further agrees to reimburse Landlord, and hold Landlord harmless for any expense, including attorneys' fees, court costs and expert witnesses that arise from environmental contamination that arises out of Tenant's acts or omissions.

14. QUIET ENJOYMENT:

a. Provided Tenant has performed all of its obligations hereunder, Tenant shall peaceably and quietly hold and enjoy the Property for the term, without hindrance from Landlord or any party claiming by, through, or under Landlord, but not otherwise, subject to the terms and conditions of this lease.

15. ASSIGNMENT AND SUBLETTING

a. This Lease is NOT assignable, and therefore Tenant shall not, without the prior written consent of Landlord, in Landlord's sole discretion:

i. Sublease any part or all of the Property;

ii. Assign, transfer, mortgage, pledge, collateralize, or encumber this Lease or any part of it;

iii. Permit any other entity to become Tenant hereunder by merger, consolidation, or other reorganization of the Tenant entity;

iv. Permit the transfer of an ownership interest in Tenant in such an amount that would result in a change in the current control and management of Tenant;

v. Grant any license, concession, or other right of occupancy to any part or all of the Property; or

vi. Permit the use and occupancy of the Property by any parties other than Tenant on any basis that Tenant.

(any one or more of the above events shall constitute a "**Transfer**").

b. If Tenant requests Landlord's consent to a transfer, then Tenant shall provide, at Tenant's expense, Landlord with a written description of all terms and conditions of the proposed Transfer, copies of the proposed documentation, and the following information about the proposed transferee: name and address, reasonably satisfactory information about its business and business history; its proposed use of the Property; banking, financial, and other credit information; and general references sufficient to enable Landlord to determine the proposed transferee's creditworthiness and character. Landlord may withhold its consent in Landlord's sole discretion. If Landlord gives prior written consent to a proposed Transfer, then the proposed transferee shall deliver to Landlord a written agreement in which it expressly assumes the Tenant's obligations hereunder and any additional obligations imposed by Landlord upon Landlord's consent. Landlord's consent to a Transfer shall not release Tenant from its obligations under this lease, but rather, unless Landlord agrees otherwise, Tenant and its

transferee shall be jointly and severally liable therefore. Landlord's consent to any Transfer shall not be deemed to waive Landlord's rights as to any subsequent Transfers. If any provision of this lease is defaulted under while the property or any part thereof is subject to a Transfer, then Landlord, in addition to its other remedies, may collect directly from such transferee all rents becoming due to Tenant and apply such rents against the Tenant's rent. Tenant hereby authorizes any transferees to make payments directly to Landlord upon receipt of notice from Landlord to do so.

16. DAMAGES, NON-LIABILITY OF LANDLORD:

a. Landlord, and Landlord's officers, managers, employees and members shall not be liable for any losses, costs, expenses, damages, theft or vandalism of any property of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors, unless such events are directly caused by or due to the negligence of Landlord. Landlord or its agents shall not be liable for any injury or damage to persons or property resulting from fire, explosion, falling objects, slips or falls, steam, glass, electricity, water, rain, snow, ice, or water leaks, unless such events are directly caused by or due to the negligence of Landlord. Landlord, and Landlord's officers, managers, employees and members shall not be liable in any way for any acts of God or natural events. Tenant shall give immediate notice to Landlord in case of fire or accidents in the Property or in the building or of defects therein or in any fixtures or equipment. Landlord shall not be liable in any manner, nor to any extent, for the presence or discovery of toxic mold, lead, or other hazards, unless such events are directly caused by or due to the negligence of Landlord.

17. DESTRUCTION: FIRE OR OTHER CAUSE:

a. If the Property becomes partially damaged by fire or other cause without being attributable to the acts or omissions of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors, then the damages to the originally leased Property shall be repaired by and at the expense of Landlord and the rent until such repairs shall be made shall be apportioned according to the part of the demised premise which is useable by Tenant, if any. However, if such partial damage is due to the fault or neglect of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors, without prejudice to the rights of subrogation of Landlord's insurer, the damages shall be repaired by Tenant, at Tenant's expense, and there shall be no apportionment or abatement of rent.

b. If the Property becomes totally damaged or is rendered wholly unusable by fire or other cause, and if Landlord decides not to restore or not to rebuild the same or if the building shall be so damaged that Landlord shall decide to demolish it or not to rebuild it, then in any such events Landlord may within sixty (60) days after such fire or other cause give Tenant a notice in writing of such decision, and thereupon the term of this lease shall expire by lapse of time upon the third day after such notice is given, and Tenant shall vacate the demised Property and surrender the same to Landlord. If Tenant shall not be in default under this lease, then upon the termination of this lease under the conditions provided for in the sentence immediately preceding, Tenant's liability for rent shall cease as of the day following the casualty damage to the Property.

18. BREACH, DEFAULT AND REMEDIES.

a. Tenant shall be deemed to be in default if any one or more of the following events occurs at any time:

i. Tenant fails to pay any amount of rent, or CAM Fee or other money that is due, at the time it is due and payable, and such failure continues for five (5) days after written notice of such default from Landlord.

ii. Tenant violates or fails to perform any of Tenant's obligations, commitments, promises, terms, guaranties, covenants, conditions, or rules expressed in this Lease, and such violation or failure continues for thirty (30) days after written notice of such default from Landlord.

iii. An assignment is made of the Tenant's property for the benefit of creditors.

iv. Abandonment of any portion of the Property or the closing of Tenant's business.

v. The filing by or against the Tenant, or any Guarantors, of any proceedings under the federal bankruptcy act or any similar law and the failure to secure a discharge of the same within thirty (30) days.

vi. The adjudication of the Tenant or any Guarantors as bankrupt or insolvent in proceedings filed under the federal bankruptcy act or any similar law.

vii. The appointment of a receiver or trustee for the Tenant, any Guarantors or any of the assets of the Tenant.

b. Upon any event of default and Tenant's failure to timely cure such default, Landlord may exercise any one, or more, or all of the following rights and remedies, in Landlord's sole discretion:

i. Landlord may terminate the Tenant's lease of the Property;

ii. Landlord may terminate Tenant's right to possession of the Property;

iii. Landlord may require Tenant to pay to Landlord all amounts of rent that have become due and payable as of the date of termination, including any interest on delinquent amounts at the rate of twelve (12%) per annum, or the legally allowed maximum rate if that be lower;

iv. Landlord may require Tenant to pay to Landlord an amount equal to all damages resulting from Tenant's default including, but not limited to:

1. All future rent owed by Tenant for the remainder of the Lease term then in effect;

2. All costs incurred by Landlord in obtaining possession of the Property;

3. All costs of Landlord in removing and/or storing items that are abandoned by Tenant on the Property;

4. All expenses of re-leasing the Property such as brokerage fees, advertising costs, cleaning expenses, repair costs, expenses to return the Property to rentable condition;

5. All damages to the Property improvements, fixtures, equipment, site, building, and all costs to repair, restore, clean and/or otherwise put the Property back into a reasonably presentable condition, reasonable wear and tear excepted;

6. All costs incurred by Landlord in performing any of Tenant's obligations which Tenant failed to perform;

7. All damages resulting from Tenant's breach of the covenants in this Lease; and

8. All attorneys' fees, court costs, and collections expenses incurred by Landlord in the enforcement of this lease against Tenant, whether before or after litigation is filed.

c. Upon the termination of Tenant's lease, Landlord shall use reasonable efforts to re-lease the Property on such terms as Landlord in Landlord's sole discretion may determine (including terms different than in this lease); however, Landlord shall not be obligated to re-lease the Property before leasing other portions of the Building. Tenant's obligations shall not be diminished because of Landlord's failure to re-lease the Property or to collect rent due for such re-leasing, to the extent that Landlord is unable to re-lease the Property upon reasonable terms. Tenant shall not be entitled to the excess of any consideration obtained by re-leasing over the Rent due hereunder.

d. Any damages or loss of rent sustained by Landlord may be recovered by Landlord, at Landlord's option, in separate actions, from time to time; or, at Landlord's option, may be deferred until the expiration of the term of this Lease (in which event, the cause of action shall not be deemed to have accrued until the date of expiration of the term of the Lease). The provisions contained in this paragraph shall be in addition to and shall not prevent the enforcement of any claim Landlord may have against Tenant for anticipatory breach of the unexpired term of this Lease.

e. All rights and remedies of Landlord under this lease shall be cumulative and shall not prohibit Landlord from exercising any other rights and remedies available to Landlord under applicable law or at equity, including but not limited to, a lawsuit for damages, an injunction, or specific performance. No waiver by Landlord of any breach of any covenant, condition, agreement, rule or regulation herein contained shall operate as a waiver of such covenant, condition, agreement, rule or regulation itself, or of any subsequent breach thereof.

f. To the full extent permitted by law or equity, Landlord and Tenant agree that the Oklahoma District Court in Cleveland County Oklahoma, and the Federal District Court in the Western District of Oklahoma shall have exclusive jurisdiction over any matter relating to or arising from this lease and the parties' rights and obligations under this lease, and that Oklahoma law shall govern the interpretation and enforcement of this lease.

g. All personal property not removed by the Tenant from the Property within ten (10) days after the termination of this lease will be conclusively presumed to have been abandoned by the Tenant, and the Landlord at landlord's sole option, thereafter may take possession of such property and either declare the same to be the property of the Landlord, or, at the expense of the Tenant, dispose of such property in any manner and for whatever consideration the Landlord at their sole discretion deems advisable.

19. PAYMENT BY TENANT: NON-WAIVER

a. Landlord's acceptance of rent following an event of default shall not waive Landlord's rights regarding such event of default. No waiver by Landlord of any violation or breach of any of the terms contained herein shall waive Landlord's rights regarding any future violation of such term. Landlord's acceptance of any partial payment of rent shall not waive Landlord's rights with regard to the remaining portion of the rent that is due, regardless of any

endorsement or other statement on any instrument delivered in payment of rent or any writing delivered in connection therewith; accordingly, Landlord's acceptance of a partial payment of rent shall not constitute an accord and satisfaction of the full amount of the rent due.

~~**20. LANDLORD'S LIENS:**~~

~~a. In addition to any statutory Landlord lien rights, Tenant grants to Landlord, to secure performance of Tenant's obligations hereunder, but only to the extent that Tenant breaches this Lease and damages Landlord, a security interest in all goods (including equipment and inventory), fixtures, and other personal property of Tenant situated on the Property, and all proceeds thereof, and the collateral shall not be removed from the Property without the prior written consent of Landlord (other than in Tenant's ordinary course of business) until all obligations of Tenant have been fully performed. Upon the occurrence of an event of default, Landlord may, in addition to all other remedies, without notice or demand except as provided below, exercise the rights afforded to a secured party under the Oklahoma Uniform Commercial Code (UCC). Landlord may file a financing statement to perfect its security interest in the collateral.~~

21. INDEMNIFICATION:

a. Tenant shall defend, indemnify, and hold harmless Landlord and Landlord's officers, managers, employees, members, owners, representatives, agents, contractors, subcontractors and consultants, from and against all claims, demands, liabilities, causes of action, lawsuits, disputes, allegations, investigations, judgments, controversies, petitions, fines, damages and expenses (including, but not limited to, attorneys fees and all litigation expenses) alleged to be caused by, or arising from any act or omission, or negligence, of Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors. This indemnity shall also apply to any act committed, or any omission to act, in or about the leased Property by Tenant, or Tenant's officers, owners, managers, employees, agents, representatives, visitors, guests, customers, delivery persons, invitees, contractors, and subcontractors, or from any breach or default by Tenant of this lease. This indemnity provision shall survive termination or expiration of this Lease until the applicable statute of limitations ends as related to any claims that could be brought as indicated above. If any proceeding is filed for which indemnity is required hereunder, Tenant agrees, upon request therefore, to defend the indemnified party in such proceeding at Tenant's sole cost utilizing attorneys reasonably satisfactory to the indemnified party.

b. Tenant agrees on behalf of itself and Tenant's officers, managers, owners, members, and employees, that the liability of Landlord to Tenant or any of Tenant's officers, managers, owners, members, and employees, for any claims against Landlord of any nature shall be recoverable only to the extent of the Landlord's economic interest in the Property. Tenant agrees on behalf of itself and Tenant's officers, managers, owners, members, and employees, that Landlord's officers, managers, employees, members, owners, representatives, or agents shall not be personally liable in any way for any claims or damages.

22. SUBORDINATION ATTORNMENT:

a. This lease shall be subordinate to any deed of trust, mortgage or other security instrument, or any ground lease, master lease, or primary lease, which now or hereafter covers all or any part of the Property.

b. Tenant shall attorn to any party succeeding to Landlord's interest in the Property, whether by purchase, foreclosure, deed in lieu of foreclosure, power of sale, or otherwise, upon such party's request, and shall execute such agreements confirming such attornment as such party may reasonably request. However, Tenant shall not be required to vacate and leave the Property prior to the end of Tenant's term in this Lease for such reasons of subordination or attornment.

c. Tenant shall not seek to enforce any remedy for any default on the part of the Landlord without first giving written notice by certified mail, return receipt requested, specifying the default in reasonable detail, to any Landlord's mortgagee (if any), and affording such Landlord's mortgagee an opportunity to perform Landlord's obligations.

23. EMINENT DOMAIN:

a. Tenant agrees that Landlord may convey insignificant perimeter portions of the leased Property site for highway or roadway purposes to the State of Oklahoma or other appropriate governmental body, and covenants and agrees to consent thereto and to execute any documents in order to effectuate same. If the entire Property or building are taken by right of eminent domain or conveyed in lieu thereof, this lease shall terminate as of the date of the taking.

b. If any eminent domain government taking occurs, Landlord shall receive the entire award or other compensation granted and Tenant may separately pursue a claim (to the extent that it will not reduce Landlord's award) against the condemning government for the value of Tenant's personal property which Tenant is allowed to remove under this lease, moving costs, loss of business and other claims it may have.

24. CERTAIN RIGHTS RESERVED BY LANDLORD:

a. Landlord reserves the right to make reasonable inspections, repairs, alterations, additions, changes or improvements, whether structural or otherwise, in and about the Property.

b. Landlord reserves the right to enter the Property at reasonable hours to show the Property to prospective purchasers, lenders, or prospective tenants during the last 6 months of any leased term.

25. LANDLORD TRANSFER:

a. Landlord may transfer any portion of the Property and any of Landlord's rights under this lease. If Landlord assigns its rights under this lease, then Landlord shall thereby be released from any further obligations hereunder, provided that the assignee assumes Landlord's obligations hereunder in writing.

26. NOTICE:

a. All notices and other communications given pursuant to this lease shall be in writing and shall be:

i. A writing mailed by first class, United States Mail, postage prepaid, certified, with return receipt requested, and addressed to the parties hereto at the address specified herein;

ii. Hand delivered in writing to the intended address under requirements set forth above concerning hand delivery of rent; or

iii. Sent by fax transmission, or email, so long as receipt of such transmission is confirmed with a reply, and so long as the evidence of such transmission is maintained

and available for verification.
All notices shall be effective upon delivery to the address of the addressee. The parties hereto may change their addresses by giving notice thereof to the other in conformity with this provision.

27. FORCE MAJEURE:

a. Other than for Tenant's obligations under this lease that can be performed by the payment of money (i.e. payment of rent and maintenance of insurance policies, etc.), whenever a period of time is herein prescribed for action to be taken by either party hereto, such party shall not be liable or responsible for, and there shall be excluded from the computation of any such period of time, any delays due to strikes, riots, acts of God, shortages of labor or materials, war, government laws, regulations, or restrictions, or any other causes of any kind whatsoever which are beyond the control of such party.

28. BROKERAGE:

a. Neither Landlord nor Tenant has dealt with any broker or agent in connection with the negotiation or execution of this lease, with the sole exception that Landlord hereby discloses that Landlord is a real estate brokerage company. Tenant and Landlord shall each indemnify the other against all costs, expenses, attorneys' fees, and other liability for commissions or other compensation claimed by any broker or agent claiming the same by, through, or under the indemnifying party.

29. ESTOPPEL CERTIFICATES:

a. From time to time, Tenant shall furnish to any party designated by Landlord, within ten (10) days after Landlord has made a request therefore, a certificate signed by Tenant confirming and containing such factual certifications and representations as to this lease as Landlord may reasonably request.

30. AUTHORITY:

a. Tenant, and each individual executing this lease on behalf of the Tenant entity, represent and warrant that such individual(s) is duly authorized to execute and deliver this lease on behalf of the Tenant entity, and any other affiliated Tenant entities, such as sub-division entities, subsidiary entities, joint-venture entities, and the like. The individual(s) executing this lease on behalf of Landlord represent and warrant to Tenant that they are fully authorized and legally capable of executing this Lease on behalf of Landlord and that such execution is binding upon all parties holding any beneficial and/or ownership interest in the leased Property.

31. PARAGRAPH HEADINGS:

a. Paragraph headings contained in this lease are for reference purposes only and shall not affect in any way whatsoever the meaning or interpretation of this lease. Likewise, the phrase "intentionally deleted" or "intentionally blank" is for incidental drafting purposes only and shall not be construed to affect the interpretation of the remaining provisions of this Lease, and shall not be construed to mean that Landlord has affirmatively negated any rights that Landlord may otherwise enjoy elsewhere in the lease agreement, or by statute, law or equity.

32. TIME OF THE ESSENCE:

a. Time is of the essence in all provisions (singular and multiple) of this lease, and shall be strictly followed.

33. SEVERABILITY:

a. If any clause or provision of this lease is illegal, invalid, or unenforceable under present or future laws, then the remainder of this lease shall not be affected thereby and in lieu of such clause or provision, there shall be added as a part of this lease a clause or provision as similar in terms to such illegal, invalid, or unenforceable clause or provision as may be possible and be legal, valid, and enforceable.

34. MODIFICATION:

a. This lease may not be amended except by instrument in writing signed by Landlord and Tenant. No provision of this lease shall be deemed to have been waived by Landlord unless such waiver is in writing signed by Landlord, and no custom or practice which may evolve between the parties in the administration of the terms hereof shall waive or diminish the right of Landlord to insist upon and enforce performance by Tenant in strict accordance with the terms hereof. The terms and conditions contained in this lease shall inure to the benefit of and be binding upon the parties hereto, and upon their respective successors in interest and legal representatives, except as otherwise herein expressly provided. This lease is for the sole benefit of Landlord and Tenant, and, other than Landlord's Mortgagee (if one exists), no third party shall be deemed a third party beneficiary hereof.

35. NO MERGER:

a. There shall be no merger of the leasehold interest hereby created with the fee estate in the Property or any part thereof if the same person acquires or holds, directly or indirectly, this lease or any interest in this lease and the fee estate in the leasehold Property or any interest in such estate.

36. NO OFFER:

a. The submission of this lease to Tenant, and any writings or discussions prior such submission, shall not be construed as an offer of any kind, and Tenant shall not have any rights under this lease unless Landlord and Tenant both execute the same copy of this lease.

37. JOINT AND SEVERAL LIABILITY:

a. Each entity that serves in the capacity of a tenant, subtenant, occupant, property manager, or managing partner or member, as it relates to this lease, shall be jointly and severally liable for Tenant's obligations under this lease.

38. EXHIBITS:

a. All exhibits and attachments attached hereto are incorporated herein by reference.

39. ENTIRE AGREEMENT:

a. This lease constitutes the entire agreement between Landlord and Tenant regarding the subject matter hereof and supersedes all oral statements and prior writings relating thereto. Except for those set forth in this lease, no representations, warranties, or agreements have been made by Landlord or Tenant to the other with respect to this Lease or the obligations

of Landlord or Tenant in connection therewith. Landlord and Tenant agree that this writing shall be adopted by both parties as a complete and exclusive statement of the terms of the agreement.

b. Landlord and Tenant expressly disclaim any implied warranties that the Property is suitable for Tenant's intended commercial purpose.

[The remainder of the page left blank intentionally]

IN WITNESS WHEREOF, the parties have executed this agreement in duplicate on the date shown below their signatures on attached pages hereto…

LANDLORD

PINNACLE VIEW, LLC
111 N. Peters, Suite 101
Norman, OK 73069

By: _____
Ashley M. Adair-Garner, Agent

TENANT

THE CITY OF NORMAN

_____
MAYOR

ATTEST:

_____
CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2022.

_____
CITY ATTORNEY

File Attachments for Item:

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN ECONOMIC DEVELOPMENT COALITION FOR THE USE OF ONE MILLION DOLLARS ($1,000,000) IN AMERICAN RESCUE PLAN ACT FUNDS FOR QUALIFYING ECONOMIC DEVELOPMENT EXPENDITURES.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Economic Development Advisory Board

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONTRACT K-2122-142: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE NORMAN ECONOMIC DEVELOPMENT COALITION FOR THE USE OF ONE MILLION DOLLARS ($1,000,000) IN AMERICAN RESCUE PLAN ACT FUNDS FOR QUALIFYING ECONOMIC DEVELOPMENT EXPENDITURES.

BACKGROUND:

At its retreat last summer, Council discussed earmarking American Rescue Plan Act ("ARPA") funds for economic development and non-profits. Council had additional discussion during its Study Session on August 17, 2021. At that time, the Interim Final Rule governing expenditure of ARPA funds had been issued and Council informally allocated $1,000,000 *each* for entrepreneur grants and non-profit support. The final rule for expenditure of ARPA funds was issued on January 6, 2022. It is important to note that any ARPA funded expenditures that do not meet the requirements of the Final Rule must be paid back by the City.

In accordance with the Final Rule, the City may spend ARPA funds on negative economic impacts from COVID-19. There were significant portions of the City's economy that were damaged by the pandemic's effects: hospitality, conference center, restaurants, entertainment venues, gyms, retail, service industries and services affiliated with educational institutions. Non-profits have been hit hard during the pandemic. Small businesses have been hit harder than other portions of the economy. Many of these businesses were already financially fragile before the pandemic and small businesses can face greater hurdles in accessing credit.

The pandemic has exacerbated economic disparities that existed prior to the pandemic. The effects of the pandemic were most pronounced in low-and moderate-income households and in certain communities. To address these disparities, the ARPA sets out a presumption of qualification if the recipients of ARPA funds are in Qualified or Distressed Census Tracts.

In determining what uses would be best to respond to the negative economic impact of COVID-19 public health emergency, the use must be designed to address an economic harm resulting from or exacerbated by the public health emergency. A non-exclusive list provided by the U.S. Treasury Department includes:

- Funds for small businesses and non-profits to adopt safer operating procedures, maintain operations during periods of closure, mitigate financial hardship resulting from pandemic by providing loans or grants or in-kind assistance;

- Aid for impacted industries (when doing so consider extent of economic impact experienced by the industry from the pandemic, whether the impact was due to the pandemic as opposed to longer-term economic or industry trends unrelated to the pandemic). The leisure, tourism, travel and hospitality industries will be presumed to have experienced a negative impact from the pandemic. When assistance is provided to private-sector businesses that will be publicly reported and records maintained supporting the assessment of how businesses assisted were affected by the negative economic impact of the pandemic and how the aid received responds to these impacts;

- Address educational disparities by expanding early learning services, assistance to high poverty school districts, evidence-based educational services and practices to address academic needs of students, tutoring, summer school, afterschool, extended learning and enrichment programs, evidence-based practices to address social, emotional, and mental health needs of students; and

- Plans to implement an incubator program to assist small businesses to expand their market or services and remain viable after the economic effects of COVID economy would qualify for ARPA funding especially if geared towards businesses owned by and servicing minority and low-income populations. Implementing programs within a qualified census tract is also a presumed approved use. The funding documents provided by the U.S. Treasury Department specifically address not requiring limiting services to residents of the specific qualified census tract area where training centers are located.

The City's Economic Development Advisory Board ("EDAB") discussed Council's proposal related to economic development at its September, November and January meetings. Recognizing that Council had previously appropriated $1,000,000 in CARES Act reimbursement funding for small business relief grants, discussions by EDAB focused on the ability to use ARPA funds to make a long-term impact. A strong business incubator program has long been identified in various economic development strategic plans to support entrepreneurship and small businesses. The Norman Economic Development Coalition ("NEDC"), a joint effort of OU, the City of Norman, Moore Norman Technology Center and the Sooner Centurions of the Norman Chamber of Commerce, has a long history of success with its business incubator programs. It currently has the only State-certified business incubator program, which is 100% leased, in Cleveland County and would like to expand that effort to support small business start-ups and entrepreneurs. Incubators are designed to support small business start-ups and entrepreneurs in the form of shared resources, low overhead, programming and consultation for a period of 1 – 5 years, with ongoing support provided as needed.

At its January 2022 meeting, EDAB discussed NEDC's vision to purchase a building free and clear of debt to keep overhead costs low, hire staff to support the incubator businesses, while prioritizing those who were disproportionately impacted by COVID-19, including women, minority-owned businesses, Native Americans, and veterans. EDAB made a formal recommendation to Council to set aside $1 million in ARPA funds for the development of an incubator program to be located in a Qualified Census Tract. Expenditure of these funds would be contingent on an agreement between the City and NEDC that would require funds to be spent

on the purchase of the incubator site within a qualified census tract, and would require reporting in accordance with the ARPA Final Rule. This recommendation was discussed by Council at its March 1, 2022 Study Session. Based on Council feedback, Staff drafted a funds disbursement agreement. This agreement was discussed by EDAB at its May 2022 meeting, and it recommended unanimously that Council consider the agreement at a future meeting. Council discussed the agreement on June 7, 2022 and directed Staff to bring the agreement forward for its formal consideration.

DISCUSSION:

The attached ARPA Subrecipient Agreement (Contract K-2122-142) is designed to ensure that ARPA funds are spent in accordance with the Final Rule, which includes regular reporting requirements. In accordance with the rule, funds, which will be disbursed within 30 days of the effective date of the agreement, must be spent by December 31, 2024. Expenditure of the funds must satisfy the requirements for all uses under the negative economic impacts eligible use category under the Final Rule, including identifying an impact or harm and designing a response to the identified impact or harm. Disbursement of ARPA funds under this agreement are conditioned on expenditure on a business incubator program that is located in a Qualified Census Tract that includes preferences for minority-owned businesses. Reporting requirements from the Final Rule are incorporated into the Agreement as well. If funds are misspent by NEDC, the City will be entitled to reimbursement of such funds from NEDC.

In a separate action, Council will consider appropriation of $1,000,000 of American Rescue Plan Act entitlement funds to the NEDC Incubator project.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-142.

ARPA SUBRECIPIENT AGREEMENT

This ARPA Subrecipient Agreement ("Agreement") is dated as of the _____ day of _____, 2022, by and between the City of Norman, Oklahoma, a municipal corporation ("City"), and the Norman Economic Development Coalition, a not-for-profit Oklahoma corporation ("Subrecipient").

WHEREAS, the U.S. Department of Treasury ("Treasury") has allocated to the City $22,245,542 of federal stimulus money from the Coronavirus State Fiscal Recovery Fund and the Coronavirus Local Fiscal Recovery Funds under CFDA No. 21.027 ("ARPA Funds") under Section 803(b) of the Social Security Act, as amended by Section 9901 of the American Rescue Plan Act ("ARPA"), for the limited purposes identified in the Coronavirus State and Local Fiscal Recovery Funds Final Rule ("Final Rule") effective April 1, 2022, and the Compliance and Reporting Guidelines for State and Local Fiscal Recovery Funds ("Compliance and Reporting Guidelines") dated February 28, 2022; and

WHEREAS, the ARPA authorizes the City to expend ARPA funds awarded to the City for a program, service, capital expenditure, or other assistance that responds to disproportionately impacted small businesses, including rehabilitation of commercial properties; storefront and façade improvements; technical assistance, business incubators, and grants for start-ups or expansion costs for small businesses; and programs or services to support microbusinesses (Final Rule, Section 35.6(b)(3)(ii)(B)(2)); and

WHEREAS, the City has contracted with Subrecipient since 1996 for the purpose of engaging in industrial and business solicitation activities on behalf of the City in order to expand the economic base of Norman, through the retention of existing business and industry and the attraction of new business and industry; and

WHEREAS, the City has identified economic development as a desired use of a portion of the ARPA Funds; and

WHEREAS, the City's Economic Development Advisory Board reviewed potential uses of ARPA Funds for economic development at its September 2021, November 2021, and January 2022 meetings, culminating in a vote on January 13, 2022 to recommend that $1,000,000 in ARPA Funds be utilized for the development of an incubator program to be located in a Qualified Census Tract and developed in partnership with the Moore Norman Technology Center, Norman Public Schools, Norman Regional Health System and the Norman Economic Development Coalition; and

WHEREAS, City and Subrecipient desire to enter into this Agreement so that the City may provide ARPA Funds for appropriate and qualifying expenditures of grant funds advanced to the Subrecipient by the City for the provision of certain small business support.

NOW, THEREFORE, in consideration of the above and foregoing, and the terms and conditions set forth below, the parties agree as follows:

1. Effective Date and Term. This Agreement shall commence when last executed by all parties and remain in effect until December 31, 2024, unless terminated by the City in writing.

2. ARPA Funds. The City agrees to provide the Subrecipient a total sum not to exceed $1,000,000 within 30 days of the effective date of this Agreement to be used for qualifying expenses under the Final Rule related to the development of a business incubator program on the condition that the funds are completely spent no later than December 31, 2024.

3. Subrecipient's Use of ARPA Funds. The Subrecipient shall ensure that ARPA Funds requests are necessary to respond to the negative economic impacts of the public health emergency as provided in the Final Rule.

    a. General Standards Subrecipient must satisfy the requirements for all uses under the negative economic impacts eligible use category under the Final Rule, including identifying an impact or harm and designing a response to the identified impact or harm. Responses must be reasonably designed to benefit the individual or class that experienced the impact or harm and must be related and reasonably proportional to the extent and type of impact or harm.

    b. Capital Expenditures. It is anticipated that some or all of the ARPA Funds provided to the Subrecipient hereunder may be expended for capital expenditures related to a business incubator program. In addition to meeting the General Standard set forth above, if ARPA Funds are expended on a project in the amount of $1,000,000 or more, Subrecipient must submit a Written Justification for its capital expenditure to ensure the project is responsive to pandemic related needs and is reasonably proportional to the harm identified.

    c. City Conditions. As the ARPA funds designated herein are specifically for the purpose of the development of a business incubator, disbursement of ARPA Funds under this Agreement are conditioned on expenditure on a business incubator program that is located in a Qualified Census Tract and includes preferences for minority-owned businesses.

4. Ineligible Uses. Non-allowable uses of ARPA Funds include, but are not limited to, the following: (a) usage of funds to either directly or indirectly offset a reduction in net tax revenue resulting from a change in law, regulation or administrative interpretation during the covered period that reduces a tax or delays the imposition of any tax or tax increase; (b) damages covered by insurance; (c) usage of funds as a deposit into any pension fund; (d) expenses that have been or will be reimbursed under any federal program; (e) debt service costs; (f) contribution to a "rainy day" fund or other replenishment of financial reserves; (g) legal settlements and judgments; (h) usage of funds for programs, services, or capital expenditures that include a term or condition that undermines efforts to stop the spread of COVID-19 as set forth in the Center for Disease Control's guidelines and recommendations; and (i) usage of funds in violation of the conflict of interest requirements contained in the Award Terms and

Conditions of the Office of Management and Budget's Uniform Guidance, including any self-dealing or violation of ethics rules.

5. Reporting Requirements. Subrecipient must submit quarterly Project and Expenditure Reports to City within fourteen (14) days of the end of the each quarter during the term of this Agreement. Additionally, Subrecipient must submit an annual Project and Expenditure report covering each year under this Agreement, the first annual reporting period beginning on July 1, 2022 and ending on June 30, 2023. The annual report should be provided to City within fourteen (14) days of the end of each reportable year under this Agreement. Reports shall provide the following information:

    a. Project: The Subrecipient shall provide a description of the project and status of completion. Project description must describe the project in sufficient detail to provide understanding of the major activities that will occur, and will be required to be between 50 and 250 words. Projects should be defined to include only closely related activities directed toward a common purpose.

    b. Obligations and Expenditures: The Subrecipient should report the current period obligation, cumulative obligation, current period expenditure, and cumulative expenditure.

    c. Project Status: The Subrecipient should report on project status each reporting period in four categories: not started; completed less than 50%; completed 50% or more; and completed.

    d. Program Income: The Subrecipient should report the program income earned and expended to cover eligible project costs, if applicable.

    e. Adopted Budget: The Subrecipient shall provide the budget adopted for the Project to assist the Department of Treasury to better understand the intended impact, identify opportunities for outreach, and understand the Subrecipient's progress in program implementation.

    f. Project Demographic Distribution. Subrecipient must respond to the following:

        i. What impacted and/or disproportionately impacted population does the project primarily serve?
        ii. If the project primarily serves more than one impacted and/or disproportionately impacted population, the Subrecipient may select up to two additional populations serviced.

Subrecipient will select from the following options:

	Impacted	Disproportionately Impacted
Assistance to Small Businesses	• Small businesses that experienced a negative economic impact of the pandemic • Classes of small businesses designated as negatively impacted by the pandemic (please specify)	• Small businesses operating in Qualified Census Tracts • Small businesses operated by Tribal governments • Small businesses operating in Norman • Other small business disproportionately impacted by the pandemic (please specify)

6. Termination. The City may terminate this Agreement, for convenience or otherwise and for no consideration or damages, upon prior notice to the Subrecipient.

7. Independent Contractor. Each party under this Agreement shall be for all purposes an Independent Contractor. Nothing contained herein will be deemed to create an association, a partnership, a joint venture, or a relationship of principal and agent, or employer and employee between the parties. The Subrecipient shall not be, or be deemed to be, or act or purport to act, as an employee, agent, or representative of the City for any purpose.

8. Indemnification. The Subrecipient agrees to defend, indemnify, and hold the City, its officers, officials, employees, agents and volunteers harmless from and against any and all claims, injuries, damages, losses or expenses, including without limitation personal injury, bodily injury, sickness, disease, or death, or damage or destruction of property, which are alleged or proven to be caused in whole or in part by act or omission of the Subrecipient, its officers, directors, employees, and/or agents relating to the Subrecipient's performance or failure to perform under this Agreement.

9. Compliance with Laws, Guidelines. The Subrecipient shall comply with all federal, state, and local laws and all requirements (including debarment and other required certifications and audits) of the Final Rule and the Compliance & Reporting Guidelines to the extent applicable, when expending ARPA Funds pursuant to this Agreement. Failure to comply with such laws and guidelines may result in forfeiture of ARPA funds and the City shall be entitled to reimbursement of any ARPA funds expended hereunder.

10. Maintenance and Audit of Records. The Subrecipient shall maintain records, books, documents, and other materials relevant to its performance under this Agreement. These

records shall be subject to inspection, review and audit by the City or its designee for five (5) years following termination of this Agreement. If it is determined during the course of the audit that the Subrecipient expended funds for unallowable costs under this Agreement, the Subrecipient agrees to promptly reimburse the City for such payments upon request.

11. Notices. Any notice desired or required to be given hereunder shall be in writing and shall be deemed received three (3) days after deposit with the U.S. Postal Service, postage fully prepaid and addressed to the party to which it is intended at its last known address, or to such other person or address as either party shall designate to the other from time to time in writing forwarded in like manner:

Subrecipient:
Norman Economic Development Coalition
Attn: Lawrence McKinney, President
424 W. Main Street
Norman, OK 73069

City:
City of Norman
Attn: Darrel Pyle, City Manager
P.O. Box 370
Norman, OK 73070

With copies to:
City of Norman
Attn: Anthony Francisco, Finance Director
P.O. Box 370
Norman, OK 73070

City of Norman
Attn: Kathryn Walker, City Attorney
P.O. Box 370
Norman, OK 73070

12. Conflict of Interest. The elected and appointed officials and employees of the parties shall not have any personal interest, direct or indirect, in any project for which the ARPA Funds provided hereunder are expended or proposed to be expended, which would give rise to a conflict of interest.

13. Time. Time is of the essence in this Agreement.

14. Survival. The provisions of this Agreement that by their sense and purpose should survive expiration or termination of the Agreement shall so survive. These provisions include without limitation Indemnification and Maintenance and Audit of Records.

15. Amendment. No amendment or modification to this Agreement will be effective without the prior written consent of the authorized representatives of the parties.

16. Governing Law; Venue. The Agreement will be governed in all respects by the laws of the State of Oklahoma, both as to interpretation and performance, without regard to conflicts of law or choice of law provisions. Any action arising out of or in connection with the Agreement may be instituted in the District Court of Cleveland County, Oklahoma.

17. Non-Waiver. No failure on the part of the City to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by the City of any right hereunder preclude any other or future exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedy available to the City at law or in equity.

18. Binding Effect. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors.

19. Assignment. The Subrecipient shall not assign or transfer any of its interests in or obligations under this Agreement without the prior written consent of the City.

20. Entire Agreement. This Agreement constitutes the entire agreement between the City and the Subrecipient for the use of ARPA Funds and it supersedes all prior or contemporaneous communications and proposals, whether electronic, oral, or written between the parties with respect to this Agreement.

21. No Third Party Beneficiaries. Nothing herein shall or be deemed to create or confer any right, action, or benefit in, to, or on the part of any person or entity that is not a party to this Agreement. This provision shall not limit any obligation that either Party has to the Department of Treasury in connection with the use of ARPA Funds, including the obligations to provide access to records and cooperate with audits as provided in this Agreement.

22. Severability. In the event that one or more provisions of this Agreement shall be determined to be invalid by any court of competent jurisdiction or agency having jurisdiction thereof, the remainder of the Agreement shall remain in full force and effect and the invalid provisions shall be deemed deleted.

23. Counterparts. This Agreement may be executed in one or more counterparts, any of which shall be deemed an original but all of which shall constitute one and the same instrument.

24. Authorization. Each party signing below warrants to the other party, that they have the full power and authority to execute this Agreement on behalf of the party for whom they sign.

IN WITNESS WHEREOF, this Agreement is executed and shall become effective as of the last date signed below.

SUBRECIPIENT

By: Lawrence McKinney

Printed Name: Lawrence McKinney

Title: President & CEO

Date: June 22, 2022

CITY OF NORMAN, OKLAHOMA

By: _____

Stephen T. Holman
Mayor Pro Tem

Attest: _____

Brenda Hall
City Clerk

Approved as to form and legality this 23 day of June, 2022.

_____

Kathryn L. Walker
City Attorney

File Attachments for Item:

16. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-135: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $1,000,000 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED BY THE NORMAN ECONOMIC DEVELOPMENT COALITION FOR THE IMPLEMENTATION OF BUSINESS INCUBATOR PROGRAMS.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-135: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $1,000,000 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED BY THE NORMAN ECONOMIC DEVELOPMENT COALITION FOR THE IMPLEMENTATION OF BUSINESS INCUBATOR PROGRAMS.

BACKGROUND:

On March 11, 2021, the United States Federal Government enacted the $1,900,000,000,000 American Rescue Plan Act of 2021 (ARPA), “to speed up the United States’ recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession”. Specific funding of approximately $350,000,000,000 was made available in the ARP Act to state, county and city governments and tribal nations in the “Coronavirus State and Local Fiscal Recovery Fund” (SLFRF). As a Community Development Block Grant entitlement city, the City of Norman has received $22,245,542 in ARPA funding in two payments: $11,122,771 on May 19, 2021 and $11,122,771 on June 6, 2022.

In the July 27, 2021 meeting, the Council approved Resolution R-2122-128, appropriating $9,500,000 in ARPA entitlement funds toward the construction of the Emergency Operations and Communications Center. On August 24, 2021, the Council approved Resolution R-2122-35, appropriating $100,000 of ARPA entitlement funds to the Norman Arts Council. On September 14, 2021, Council approved Resolution R-2122-34, appropriating $500,000 of ARPA entitlement funds for COVID vaccination incentive programs.

The City Council has programmed additional ARPA entitlement funds to be used within eligible categories of expenditure, generally as follows, and directed City staff to explore programs for the future use and appropriation of remaining ARPA entitlements:

- Affordable Housing $4,500,000
- Non-Profit Support $1,900,000
- Stormwater Capital Projects $3,000,000
- Entrepreneur Grants $1,000,000

DISCUSSION:

The United States Department of the Treasury has issued Final Rules for eligible uses of American Rescue Plan Act SLFRF funds. Five categories of eligible expenditures are discussed in the Rules:

- Support Public Health Response
- Replace Public Sector Revenue Loss
- Water, Sewer and Broadband Infrastructure
- Address Negative Economic Impacts
- Premium Pay for Essential Workers

Within the eligible uses of ARPA entitlements to Address Negative Economic Impacts of the COVID-19 pandemic, mention is made of support to small businesses with loans, grants, in-kind assistance and counseling programs. Such assistance to small businesses is particularly directed to minority, tribal and women-owned businesses and businesses located in economically Qualified and Distressed Census Tracts. In particular, the Final Rules list as eligible expenses "plans to implement an incubator program to assist small businesses to expand their market or services and remain economically viable after the economic effects of the COVID economy."

The Council directed the City's Economic Development Advisory Board (EDAB) to explore ways in which the programmed entitlement funding for "Entrepreneur Grants" may be best used. Related discussions were had at EDAB meetings in September and November of 2021 and January of 2022. Recognizing that the Council had previously appropriated $1,000,000 in Coronavirus Aid, Relief and Economic Security Act reimbursement funds for direct relief grants to individual small businesses, discussions by the EDAB focused on the ability to use ARPA funds to make a long-term impact on Norman's small business economy.

At the Council's March 1, 2022 Study Session, the EDAB presented its recommendation to the City Council for the use of $1,000,000 in ARPA entitlement funding to be used for the development of an incubator program to be located within a Qualified or Distressed Census Tract in Norman. At the June 7, 2022 Council Study Session, the Council received a proposed ARPA Subrecipient Agreement with the Norman Economic Development Coalition to implement this business incubator program.

Under this Agreement, the NEDC would explore potential sites or existing buildings in which to house the business incubator program using the City's ARPA entitlement funds within the U.S. Treasury Department Final Rules. It is understood that the City's ARPA funding will not be the only source of funds for the implementation or operation of the business incubator program. The Subrecipient Agreement will be considered in a separate Council action.

To enact Council's direction to use ARPA entitlement funds to Address Negative Economic Impacts of the COVID-19 pandemic through the establishment of a business incubator program, $1,000,000 is proposed to be appropriated from the Special Grants Fund, ARPA (22-11017) to ARPA, Miscellaneous Services-Subrecipient (Account 22110303-44755).

RECOMMENDATION:

It is recommended that the Resolution be adopted, appropriating $1,000,000 in City of Norman ARPA entitlement funds to the Norman Economic Development Coalition for the implementation of business incubator programs.

Resolution

R-2122-135

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $1,000,000 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED BY THE NORMAN ECONOMIC DEVELOPMENT COALITION FOR THE IMPLEMENTATION OF BUSINESS INCUBATOR PROGRAMS.

§ 1. WHEREAS, On March 11, 2021, the United States Federal Government enacted the $1,900,000,000,000 American Rescue Plan Act of 2021 (ARPA), "to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession;" and

§ 2. WHEREAS, specific funding of approximately $350,000,000,000 was made available in the ARP Act to state, county and city governments and tribal nations in the Coronavirus State and Local Fiscal Recovery Fund; and

§ 3. WHEREAS, as a Community Development Block Grant entitlement city, the City of Norman has received $22,245,542 in ARPA funding in two payments: $11,122,771 on May 19, 2021, and $11,122,771 on June 6, 2022; and

§ 4. WHEREAS, Council directed the Economic Development Advisory Board (EDAB) to explore ways in which the programmed entitlement funding for "Entrepreneur Grants" may be best used; and

§ 5. WHEREAS, EDAB focused on using the funds to make a long-term impact on Norman's small business economy through the development of an incubator program to be located in a qualified or distressed census tract; and

§ 6. WHEREAS, EDAB's recommendation was presented to Council and with Council consensus the program is moving forward to appropriate $1,000,000 of ARPA funds for the establishment of a business incubator program administered by the Norman Economic Development Coalition.

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

§ 7. That the following appropriation be made for reasons stated above:

Account Name	Losing Account	Gaining Account	Amount
ARPA, Miscellaneous Services Subrecipient	22-11017	22110303-44755	$1,000,000

PASSED AND ADOPTED this 28th of June, 2022.

ATTEST:

Mayor Pro Tem

City Clerk

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONVEYANCE OF TITLE BY QUIT CLAIM DEED FOR PROPERTY LOCATED AT 531 EAST SYMMES STREET TO THE NORMAN AFFORDABLE HOUSING CORPORATION FOR USE AS RENTAL HOUSE FOR HOUSEHOLDS AT OR BELOW THE 80% MEDIAN FAMILY INCOME THRESHOLD.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Lisa Krieg, CDBG/Grants Manager

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT OR POSTPONEMENT OF CONVEYANCE OF TITLE BY QUIT CLAIM DEED FOR PROPERTY LOCATED AT 531 EAST SYMMES STREET TO THE NORMAN AFFORDABLE HOUSING CORPORATION FOR USE AS RENTAL HOUSE FOR HOUSEHOLDS AT OR BELOW THE 80% MEDIAN FAMILY INCOME THRESHOLD.

BACKGROUND:

For many years, the City of Norman has contracted with the Norman Affordable Housing Corporation ("NAHC") for the acquisition of affordable housing. Most recently, Council approved Contract K-2122-16 that provided NAHC $100,000 in Community Development Block Grant funds for the specific purpose of acquiring property for the development of affordable housing.

The structure at 531 E. Symmes is a 780 square foot structure that was constructed in 1978 as an Acquisition/Rehabilitation Project (A/R) by the Community Development Block Grant Program. The A/R program historically was pursued when a structure was not a candidate for a rehabilitation project due to structural issues. The client qualified and was temporarily relocated while the existing structure was demolished and a replaced with this structure. This was completed at no cost to the owner with the only restriction being that if they elected to sell within the first five years, the City of Norman had the first option to buy at the appraised value. The Owner that participated in this A/R project passed away after occupying the structure for four years and the City of Norman purchased the properties from the heirs.

The City of Norman utilized this structure as a location to temporarily relocate a household to allow for rehabilitation or reconstruction for many years. In addition, the structure was utilized by Food and Shelter for temporary housing for households experiencing homelessness. In 2019, Food and Shelter notified the City of Norman that it was no longer needed for this use. The structure has be unused since that time. A rehabilitation project was recently completed to repair the damage from the previous uses.

DISCUSSION:

Staff now proposes to convey this property to NAHC via quitclaim deed to be utilized as rental housing for households at or below 80% Median Family Income. NAHC will be responsible for

insurance and maintenance from this point forward. A Deed Restriction for a period of ten years will be filed to insure the continued affordability of the structure. This disposal of this property for this use was reviewed and approved by the Oklahoma City HUD Field Office.

RECOMMENDATION:

Staff recommends approval of the conveyance of 531 E. Symmes via quitclaim deed to the Norman Affordable Housing Corporation.

QUIT CLAIM DEED

KNOW ALL MEN BY THESE PRESENTS:

THAT the City of Norman, a Cleveland County, Oklahoma municipal corporation, in consideration of the sum of TEN DOLLARS ($ 10.00) , receipt of which is hereby acknowledged, and for and upon other good and valuable consideration does hereby quitclaim, grant, bargain, sell and convey unto the Norman Affordable Housing Corporation, a not-for-profit Oklahoma corporation, all its right, title, interest, estate, and every claim and demand, both at equity and at law, acquired by the City, and including all right, title and interest in and to the airspace, light and view above the surface of the lands herein described therein, to-wit:

Norman Original Town, Lots 17 – 19, Block 41
531 E. Symmes, Norman, Oklahoma

together with all improvements thereon and the appurtenances thereunto belonging to the same. The reservation and exception of mineral rights herein does not include rock, gravel, sand and other road building materials.

To have and to hold said described premises unto said Norman Affordable Housing Corporation, its heirs and assigns forever, in accordance with separately filed deed restrictions related to affordable housing.

Signed and delivered this _____day of _____, 2022.

City of Norman, Oklahoma

_____
Stephen T. Holman, Mayor Pro Tem

Attest:

_____
Brenda Hall, City Clerk

File Attachments for Item:

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-134: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING MESHEK AND ASSOCIATES, L.L.C., AS AN AGENT FOR THE CITY OF NORMAN, TO SUBMIT A HAZARD MITIGATION GRANT PROGRAM GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR PHASE I IMPROVEMENTS PLANNED FOR LOWER IMHOFF CREEK.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-134: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING MESHEK AND ASSOCIATES, L.L.C., AS AN AGENT FOR THE CITY OF NORMAN, TO SUBMIT A HAZARD MITIGATION GRANT PROGRAM GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR PHASE I IMPROVEMENTS PLANNED FOR LOWER IMHOFF CREEK.

BACKGROUND:

A Storm Water Master Plan (SWMP) was developed for the City of Norman by PBS&J and accepted by City Council in November 2009. Among other things, this plan delineated the various watersheds in the City, identified stream segments, which needed restoration and improvement, and identified projects to provide this restoration including concept designs. As stated in the SWMP, solutions for problems in the Imhoff Creek watershed are by far the most significant compared to solutions in other watersheds. One such stream segment is the Lower Imhoff Creek between Lindsey Street and Imhoff Creek's confluence with the Canadian River.

In the Storm Water Master Plan, Lower Imhoff Creek is divided into two problem areas, or reaches: IC-1 and IC-2. IC-1 is that portion of Imhoff Creek between State Highway 9 and its confluence with the Canadian River. IC-2 is that portion of Imhoff Creek between State Highway 9 and a point some 2,000 linear feet north of Imhoff Road. IC-2 is the focus of the current project (see attached map).

The SWMP recommends design and installation of stream bank stabilization techniques along stream segment IC-2. The identified problem in the SWMP for IC-2 is "4,200 LF of severe bank erosion along both banks beginning at the upstream face of Highway 9 to approximately 2,000 LF upstream of Imhoff Rd. The erosion along the banks has caused property fences and trees to fall into the creek."

As Imhoff Creek adjusted to changing upstream conditions, down cutting and widening resulted in extreme bank and bed erosion, which are characteristic in this portion of Imhoff Creek. Continued development along the length of the stream has exacerbated the runoff problems leading to trees and fences falling into the creek, loss of property and threats to infrastructure including the Imhoff Road Bridge. In July of 2021, a critical failure of this bridge due to increasing erosion problems, led

to this road being closed until April of 2022 and a repair bill for just under $2 million dollars to the City. In the past, conventional wisdom directed efforts away from form and function toward armoring of stream channel bottoms and slopes to address in-stream erosion problems. This approach increased water velocity and tended to take problems downstream, which eventually worked back upstream as erosion occurring at the interface of the natural stream and the hard armor surfaces. Utilizing more natural stream restoration techniques, which provide for form and function, has proven to be a more effective method of urban stream repair.

On June 9, 2015, Council approved Contract K-1415-134 with Meshek & Associates, LLC, in the amount of $143,000. The contract services included:

- Kickoff Meeting and Channel Walk
- Data Collection and Processing
- Easement and Right-of-Way Evaluation
- Hydrology and Hydraulic Modeling
- Ecological Inventory
- Development of Stream Restoration Alternatives and Recommendations
- Council and Public Meetings
- Surveying and Geotechnical Investigations

On June 30, 2017, Meshek and Associates submitted the Lower Imhoff Creek Study Final Report. On July 11, 2017, City staff and Brandon Claborn, Principal Engineer for Meshek and Associates, presented the findings of this report to City Council. The conceptual designs and priority recommendations presented in the report will be used to perform engineering design and construction plans for the Phase I stream improvements through this amendment.

On August 8, 2017, Council approved Resolution R-1718-21 accepting the Lower Imhoff Creek Study Final Report. The Lower Imhoff Creek Study Final Report recommended several preventative and mitigation recommendations based on the data gathered during this study as follows:

- Implementation of a 5-year Monitoring Plan to evaluate the rate of degradation to channel;
- Provide training to City maintenance staff to learn new techniques for maintaining more natural stream restoration devices such as gabion walls, cross vanes, and others;
- Design and construct stream mitigation improvements in two phases:
    - Phase 1 will begin at Imhoff Road and end approximately 1200 feet downstream of Imhoff Road. This section should be addressed first due to the risk to existing infrastructure. Estimated cost is $3,150,300.
    - Phase 2 will begin upstream of Imhoff Road and end at the end of the improved channel. Estimated cost is $4,347,950

Construction of the stream mitigation improvements was divided into two phases due to the cost to construct the entire project at one time. Meshek and Associates recommended that Phase I of the improvements be addressed first because the greatest impact to existing infrastructure can be found in this area, including potential impacts to Imhoff Road bridge and several sewer lines. Homes on the east side of the Phase I project area are also located closer to the streambank than those in the Phase II project area.

On April 27, 2021, City Council approved Amendment No. 1 to Contract K-1415-134 with Meshek and Associates to insure that all three recommendations were undertaken. The first two recommendations have since been completed and the third phase will be addressed through the completion of the following tasks:

- Federal Emergency Management Agency (FEMA) Grant Application and Preparation Services for construction costs and project coordination
- Detailed Topographic Survey
- Environmental (404 permitting)
- Hydrology & Hydraulic Modeling
- Preparation of a Conditional Letter of Map Revision (CLOMR)
- Geotechnical Report
- Preliminary Plans
- Final Construction Plans and Bid Documents
- Erosion Control Workshop
- Bank Erosion Monitoring Site Installation
- Project Management

DISCUSSION:

Due to the importance of this project, Council appropriated $550,000 per year for seven years beginning with the 21/22 budget. With these allocations, design for Phase I is already underway with 90% plans completed and paid for through amended Contract K-1415-134. Given the estimated costs of construction for each phase of this project and the limited funds available for stormwater projects in the City's Capital Fund, City staff has been pursuing alternate sources of funding beginning with Phase I. FEMA has a long-term hazard mitigation planning and projects following a Presidential major disaster declaration Hazard Mitigation Grant Program (HMGP). One of the goals of HMGP is to support communities by enabling large projects such as this one. As part of the amendment, City staff worked with Meshek and Associates to complete an application for HMGP program funding for Phase I construction costs and reimbursement of design costs as part of the Pre-Award services listed above.

This is an opportunity to apply for Federal funding assistance, which if secured, would greatly improve the conditions of Imhoff Creek and protect vital infrastructure, including Imhoff Road bridge from future erosion and several sanitary sewer lines, as well as help prevent further loss of resident property as their backyards continue to erode.

The FY 2021 HMGP Program provides Federal funds only for reimbursement of project costs that have already been incurred as a result of work completed in accordance with the Scope of Work. Not all project costs will be reimbursed with HMGP funds because a non-Federal funding match is required.

This grant for Phase I (south of Imhoff Road) fell under the Consolidated Appropriations Act of 2022, which granted a minimum of 90% federal cost share for any emergency or major disaster declared during or having an incident period between January 1, 2020 and December 31, 2021. This grant is itself divided into two phases. The first, Phase A, is design. Phase A total cost of $383,647 including 90% Federal funds in the amount of $345,282.30 and 10% local match of $38,364.70. The total cost

of Phase A has already been paid for by the City and, if awarded, the grant would result in a reimbursement of up to $364,347.30. The construction phase, Phase B, would award grant money in the amount of $3,391,354.19 of which $3,052,218.78 is the 90% federal funds and $339,135.41 is the 10% local match. If awarded, funds are available in project DR0062, 50595531-46101 for local match for both phases. Phase A should be completed by August 2022

If awarded, this grant along with funds already procured from council action, would allow Phase I of the Lower Imhoff rehabilitation to be completed. The remaining balance of funds could be applied to begin design of Phase II, the 2000-foot area above Imhoff Road Bridge. The City will continue to search for alternative funding methods, or with currently available Federal ARPA funds that the city has procured, likely have the funding to complete the entirety of the project without a break in the project.

The application and resolution do not commit the City of Norman to accepting funds. Such a commitment will be required if the City of Norman enters into a grant agreement, a decision that would return to Council for approval if the grant is secured. If the City is awarded federal HMGP grants for Phases A and B, construction of improvements in Imhoff Creek will begin around December 2022.

RECOMMENDATION 1:

Staff recommends approval of Resolution R-2122-134, authorizing the submittal of Hazard Mitigation Grant Program Grant Applications to FEMA and approval of financing commitment letters of agreement under the program.

RESOLUTION R-2122-134

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING MESHEK AND ASSOCIATES, L.L.C., AS AN AGENT FOR THE CITY OF NORMAN, TO SUBMIT A HAZARD MITIGATION GRANT PROGRAM GRANT APPLICATION TO THE FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) FOR PHASE I IMPROVEMENTS PLANNED FOR LOWER IMHOFF CREEK.

1. WHEREAS, the Federal Emergency Management Agency (FEMA) has a new pre-disaster hazard mitigation program, DR-4438, entitled "Hazard Mitigation Grant Program (HMGP)" and, pursuant to the Consolidated Appropriations Act of 2022, FEMA reimburses a minimum of 90% federal cost share for any emergency or major disaster declared during or having an incident period between January 1, 2020 and December 31, 2021; and

2. WHEREAS, in the City of Norman Storm Water Master Plan, Lower Imhoff Creek between Lindsey Street and Imhoff Creek's confluence with the Canadian River, was identified as a stream segment requiring restoration and improvement; and

3. WHEREAS, the City of Norman Storm Water Master Plan recommends design and installation of stream bank stabilization techniques along IC-2, that portion of Lower Imhoff Creek between State Highway 9 and a point some 2,000 linear feet North of Imhoff Road; and

4. WHEREAS, the City of Norman, pursuant to Contract K-1415-134 and its various amendments, has worked with Meshek and Associates, L.L.C., to design these solutions and to complete an application for BRIC program funding for construction costs and design costs relating to improvements planned for Lower Imhoff Creek, IC-2; and

5. WHEREAS, the City of Norman's improvements to Lower Imhoff Creek, IC-2, are within the bounds of the FEMA BRIC funding opportunity, and the City wishes to apply for reimbursement of funds to cover a portion of the design and construction cost for Phase I of the planned improvements; and

6. WHEREAS, FEMA directs that, upon award, applicants shall commit to an agreement wherein applicants agree to provide ten percent (10%) local share of the project costs, to oversee implementation of the project upon award, and to guarantee annual maintenance for the life of the project.

NOW, THEREFORE, BE IT RESOLVED BY THE NORMAN UTILITIES AUTHORITY:

SECTION 1. The City of Norman hereby finds that it is in the City of Norman's and public's interest in health, safety and welfare of the community to file the HMGP Grant Application with the FEMA to seek reimbursement of design and construction costs relating to improvements planned to the Lower Imhoff Creek, IC-2.

SECTION 2. The City of Norman understands and supports the application that will be submitted and finds:

(a) The City of Norman has legal authority to enter into an agreement with FEMA to receive a grant; and
(b) The City of Norman is able to provide the minimum 10% non-federal cost share specified in the HMGP Grant for this application.

SECTION 3. The City of Norman hereby authorizes and directs the City Manager or his designees, the Director of Public Works or his agents to work with Meshek and Associates, L.L.C., to:

(a) file and sign, for, on behalf of, and as agent of the City of Norman, a HMGP Grant Application, DR-4438, to FEMA for reimbursement of design and construction costs associated with Phase I of the Lower Imhoff Creek project;
(b) provide the assurances, certifications, and commitments required for the HMGP Grant Application; and
(c) represent the City of Norman in carrying out the City of Norman's responsibilities under the assurances provided to FEMA.

SECTION 4. The City of Norman will work with FEMA to meet established deadlines required for entering into a grant agreement to obtain the aforementioned grant reimbursement funding.

PASSED AND ADOPTED this _____ day of _____, 2022.

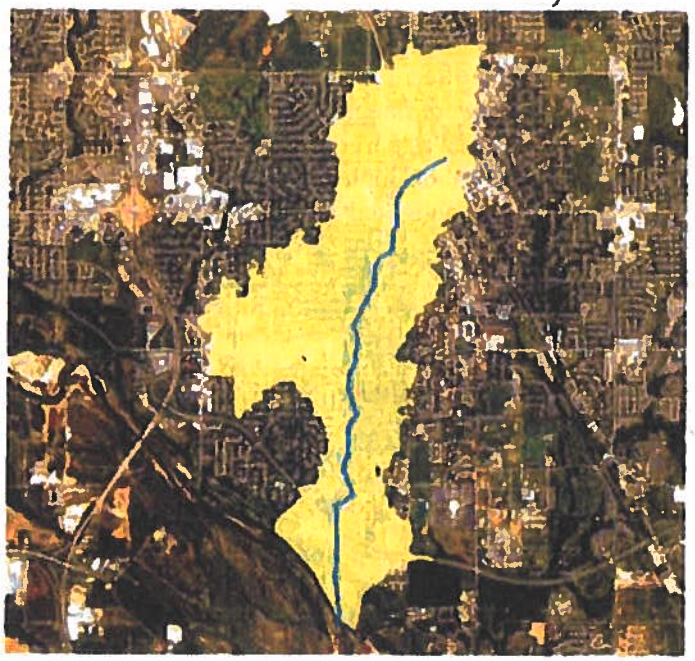
_____
Mayor Pro Tem

ATTEST:

_____
Brenda Hall, City Clerk

LOWER IMHOFF CREEK HYDRAULIC & HYDROLOGIC STUDY PROJECT

Norman, Oklahoma



Prepared For:
City of Norman, Oklahoma

Prepared By:
Meshek & Associates, PLC
1437 S Boulder Ave, Suite 1550
Tulsa, OK 74119
&
Amec Foster Wheeler
245 N Waco Ave, Suite 110
Wichita, KS 67202



Meshek & Associates, PLC



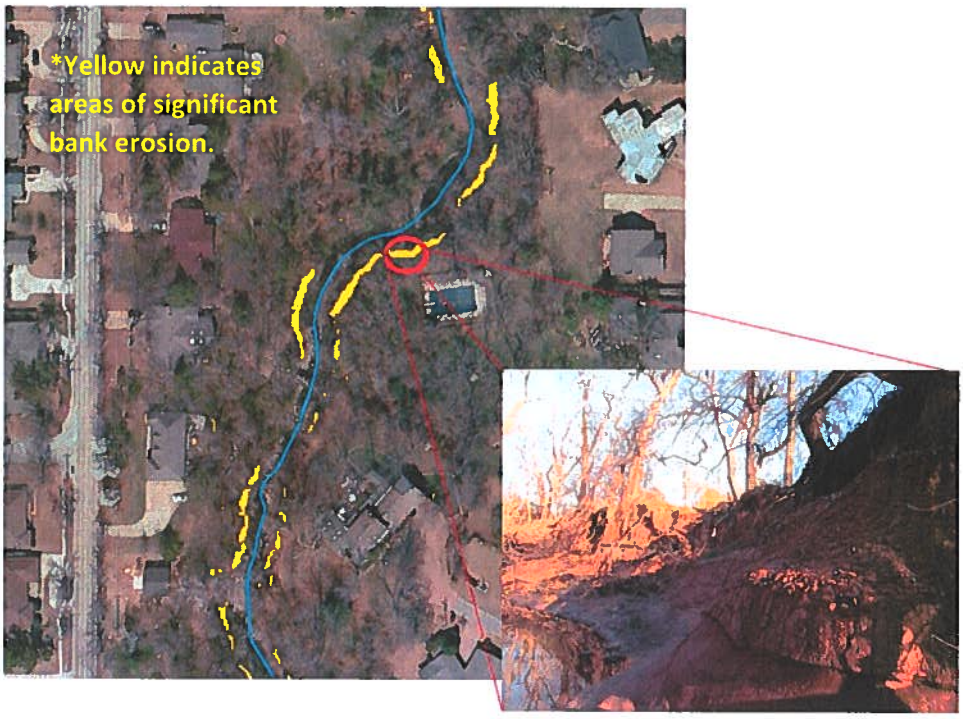
Amec Foster Wheeler

private landowners. Further discussion and details of this recommendation are provided in the Improvement Concepts section of this report.

6. A strong ammonia odor was observed at station 10+39 of the new survey profile established by Lemke. This is approximately 500 feet downstream of the pedestrian bridge.
7. During the field investigation it was noted that it will be difficult to address the problem immediately downstream of Imhoff Drive on the left descending bank without addressing at least 450 ft of channel. The proposed mitigation improvements discussed in later sections of this report include improvements for this whole stream reach to address this issue.

In addition to the field investigation Amec Foster Wheeler also performed a review of the topographic information to highlight potential problem areas. These areas were identified by developing slope grids of the available topography using GIS processes. Areas identified during the field investigation were used as reference points during the analysis. Multiple areas were flagged in which unstable vertical streambanks were present. The conceptual solutions developed as part of this project were then selected to address these locations. Figure 3 below depicts in yellow an example of some of the locations that were identified as problem areas in the analyses. The areas highlighted in yellow indicate locations in which excessive bank erosion and instability exist.

Figure 3: Example of Site Problem Area



Finally during the field investigation it was noted that Imhoff Creek has likely down cut over time. As part of this study in channel field survey was collected and coupled with detailed LiDAR data of the channel surface. This combination of data was used to evaluate the channel profile. Figure 4 below illustrates the stream bed profile from SH-9 through Imhoff Road to the end of the improved articulated block wall using sample points of the channel survey and LiDAR data.

Imhoff Creek - 100-Yr Floodplain



Imhoff Creek - 100-Yr Floodplain

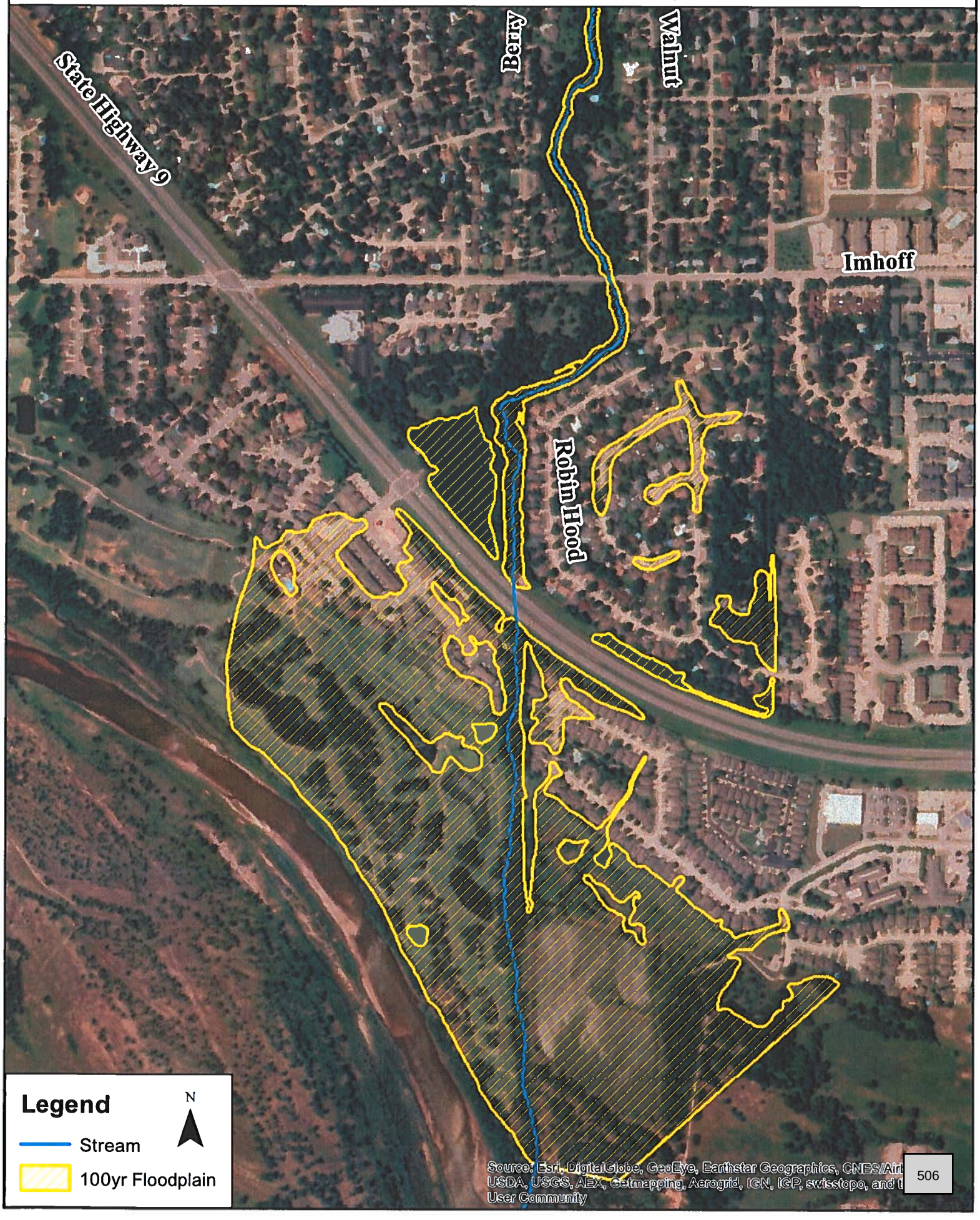


Figure 15: Floodplain Comparison - Upstream Imhoff Road



Figure 16: Floodplain Comparison - Downstream Imhoff Road

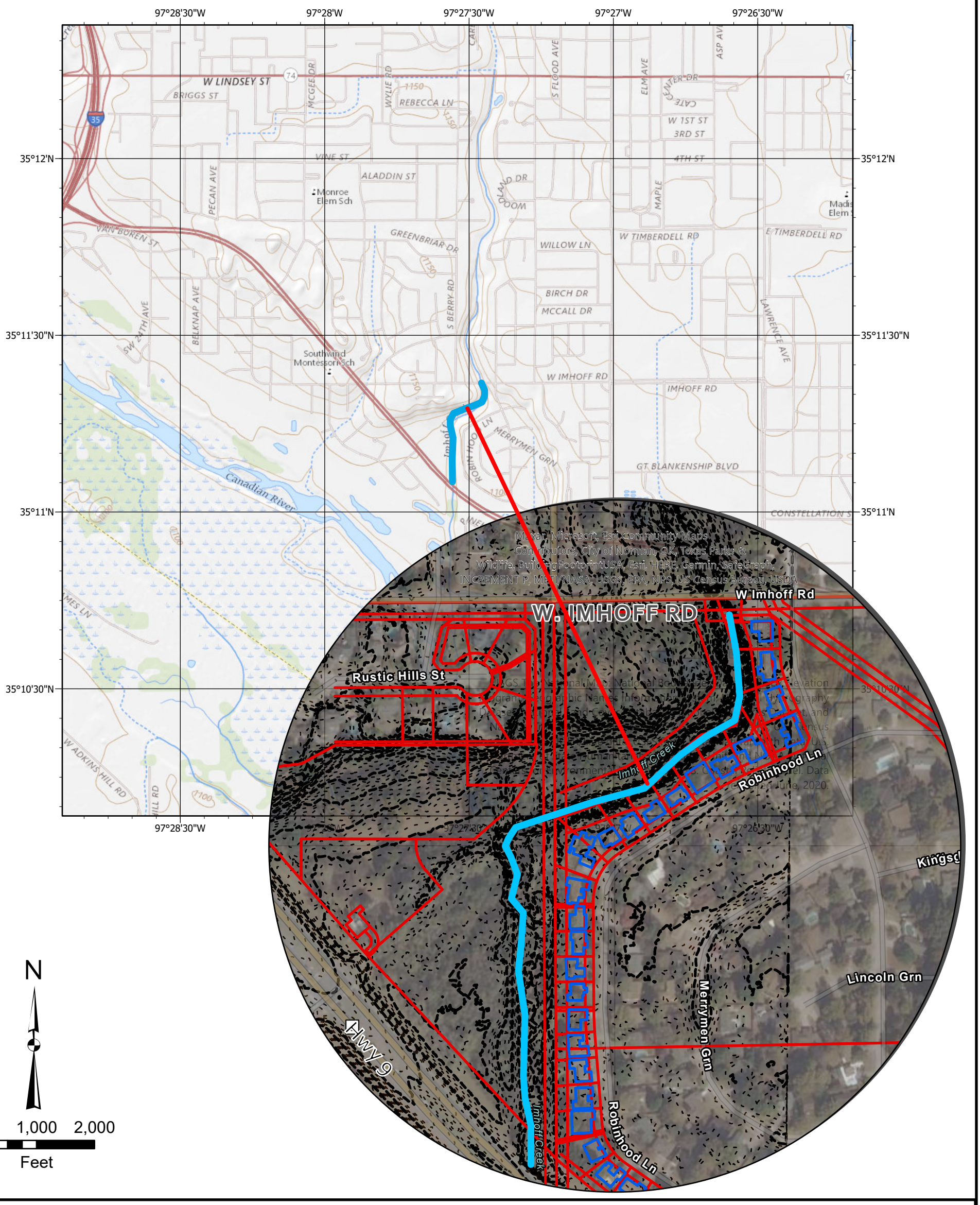


COST ESTIMATES

The following provides "concept level" estimated costs for the recommendations and improvement options described previously.

LOCATION MAP

Imhoff Creek
City of Norman, OK
Section 07, T-08-N, R-02-W
Section 12, T-08-N, R-03-W
Cleveland County, Oklahoma



MESHEK & ASSOCIATES, L.L.C.
1437 S. BOULDER AVENUE, SUITE 1550, TULSA, OK 74119/ 2000 N. CLASSEN BLVD, N150, OKC, OK 73106

FIGURE 1 LOCATION MAP	CITY OF NORMAN, OK IMHOFF CREEK		
	JOB NO: 15NOR01	DRAWN BY	HCW
		DATE	8/26/21

Lower Imhoff Phase Map



6/21/2022, 12:55:05 PM

Areas

Override 1 AerialPhoto2021

Override 2

Streets

Centerline Labels (10,000+)

Red: Band_1

Green: Band_2

Blue: Band_3

1:7,404

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

City of Norman, GIS Services Division

City of Norman, Interactive Map
The City of Norman assumes no responsibility of errors or omissions in the information presented.

The City of
NORMAN
201 A West Gray · P.O. Box 370
Norman, Oklahoma 73069 · 73070

June 28, 2022

Mr. Mark Gower
Director, Oklahoma Department of Emergency Management
and Homeland Security
P.O. Box 53365
Oklahoma City, Oklahoma 73152-3365

RE: **FEMA DR-4438 Hazard Mitigation Grant Program Match Commitment Letter**
City of Norman, OK, Imhoff Creek Channel Improvements Phase 1

Dear Mr. Gower,

Accompanying this letter is an application for funding assistance to participate in DR-4438, the Hazard Mitigation Grant Program.

The City of Norman hereby commits to providing its local share of $38,364.70 or ten percent of the project cost. The non-federal cost-share consists of cash and is available for the duration of the award period. Should an unforeseen cost increase require additional local cost-share, Norman will submit a new commitment letter at that time.

City staff will oversee implementation of the project upon award. Annual maintenance will be handled by the City of Norman for the life of the project. Costs for maintenance are minor and have been incorporated into the benefit cost analysis.

Norman is excited to participate in this program and appreciate your staff's assistance and staff in this regard.

Sincerely,

Darrel Pyle
City Manager

Cc: Jason Murphy, City of Norman
Brandon Brooks, City of Norman
Janet Meshek, Meshek & Associates, LLC

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

1.a. Type of Submission:

- [X] Application
- [ ] Plan
- [ ] Funding Request
- [ ] Other

Other (specify):

1.b. Frequency:

- [X] Annual
- [ ] Quarterly
- [ ] Other

Other (specify):

1.c. Consolidated Application/Plan/Funding Request?

Yes [ ] No [X] Explanation

1.d. Version:

[X] Initial [ ] Resubmission [ ] Revision [ ] Update

2. Date Received: 01/10/2022

STATE USE ONLY:

3. Applicant Identifier:

5. Date Received by State:

4a. Federal Entity Identifier:

6. State Application Identifier:

4b. Federal Award Identifier: 97.039

7. APPLICANT INFORMATION:

a. Legal Name: City of Norman

b. Employer/Taxpayer Identification Number (EIN/TIN): 73-6005350

c. UEI: 101501240000

d. Address:

Street1: PO Box 370

Street2: 201 West Gray

City: Norman

County / Parish:

State: OK: Oklahoma

Province:

Country: USA: UNITED STATES

Zip / Postal Code: 73070-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this submission:

Prefix: Mr.

First Name: Brandon

Middle Name: L.

Last Name: Brooks

Suffix:

Title: Staff Engineer

Organizational Affiliation: City of Norman

Telephone Number: 405-366-5459

Fax Number:

Email: brandon.brooks@normanok.gov

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

8a. TYPE OF APPLICANT:

C: City or Township Government

Other (specify):

b. Additional Description:

9. Name of Federal Agency:

Federal Emergency Grant Program

10. Catalog of Federal Domestic Assistance Number:

97.039

CFDA Title:

Hazard Mitigation Grant Program

11. Descriptive Title of Applicant's Project:

City of Norman, Imhoff Creek Channel Improvements

12. Areas Affected by Funding:

13. CONGRESSIONAL DISTRICTS OF:

a. Applicant: 4

b. Program/Project: 4

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

14. FUNDING PERIOD:

a. Start Date: 01/03/2022

b. End Date: 01/02/2024

15. ESTIMATED FUNDING:

a. Federal ($): 345,282.30

b. Match ($): 38,364.70

16. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?

☐ a. This submission was made available to the State under the Executive Order 12372 Process for review on:

☐ b. Program is subject to E.O. 12372 but has not been selected by State for review.

☒ c. Program is not covered by E.O. 12372.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

17. Is The Applicant Delinquent On Any Federal Debt?

Yes ☐ No ☒ Explanation

18. By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I Agree ☒

** This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	First Name:
	Darrel

Middle Name:

Last Name: Pyle

Suffix:	Title:
	City Manager

Organizational Affiliation: City of Norman

Telephone Number: 405-366-5402

Fax Number:

Email: city_manager@normanok.gov

Signature of Authorized Representative:

Date Signed:

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

Consolidated Application/Plan/Funding Request Explanation:

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

Applicant Federal Debt Delinquency Explanation:

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

1.a. Type of Submission:

- [x] Application
- [ ] Plan
- [ ] Funding Request
- [ ] Other

Other (specify):

1.b. Frequency:

- [x] Annual
- [ ] Quarterly
- [ ] Other

Other (specify):

1.d. Version:

- [x] Initial
- [ ] Resubmission
- [ ] Revision
- [ ] Update

2. Date Received: 01/10/2022

STATE USE ONLY:

3. Applicant Identifier:

5. Date Received by State:

4a. Federal Entity Identifier:

6. State Application Identifier:

1.c. Consolidated Application/Plan/Funding Request?

Yes [ ] No [x] Explanation

4b. Federal Award Identifier: 97.039

7. APPLICANT INFORMATION:

a. Legal Name: City of Norman

b. Employer/Taxpayer Identification Number (EIN/TIN): 73-6005350

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d. Address:

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State: OK: Oklahoma

Province:

Country: USA: UNITED STATES

Zip / Postal Code: 73070-0000

e. Organizational Unit:

Department Name:

Division Name:

f. Name and contact information of person to be contacted on matters involving this submission:

Prefix: Mr.

First Name: Brandon

Middle Name: L.

Last Name: Brooks

Suffix:

Title: Staff Engineer

Organizational Affiliation: City of Norman

Telephone Number: 405-366-5459

Fax Number:

Email: brandon.brooks@normanok.gov

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

8a. TYPE OF APPLICANT:

C: City or Township Government

Other (specify):

b. Additional Description:

9. Name of Federal Agency:

Federal Emergency Grant Program

10. Catalog of Federal Domestic Assistance Number:

97.039

CFDA Title:

Hazard Mitigation Grant Program

11. Descriptive Title of Applicant's Project:

City of Norman, Imhoff Creek Channel Improvements

12. Areas Affected by Funding:

13. CONGRESSIONAL DISTRICTS OF:

a. Applicant: 4

b. Program/Project: 4

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

14. FUNDING PERIOD:

a. Start Date: 01/03/2022

b. End Date: 01/02/2024

15. ESTIMATED FUNDING:

a. Federal ($): 2,884,185.00

b. Match ($): 290,325.00

16. IS SUBMISSION SUBJECT TO REVIEW BY STATE UNDER EXECUTIVE ORDER 12372 PROCESS?

☐ a. This submission was made available to the State under the Executive Order 12372 Process for review on:

☐ b. Program is subject to E.O. 12372 but has not been selected by State for review.

☒ c. Program is not covered by E.O. 12372.

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

17. Is The Applicant Delinquent On Any Federal Debt?

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18. By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

** I Agree ☒

** This list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	First Name:
	Darrel

Middle Name:

Last Name: Pyle

Suffix:	Title:
	City Manager

Organizational Affiliation: City of Norman

Telephone Number: 405-366-5402

Fax Number:

Email: city_manager@normanok.gov

Signature of Authorized Representative:

Date Signed:

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

Consolidated Application/Plan/Funding Request Explanation:

APPLICATION FOR FEDERAL ASSISTANCE SF-424 - MANDATORY

Applicant Federal Debt Delinquency Explanation:

File Attachments for Item:

19. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-138: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $3,000,000 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED FOR FUNDING THE LOWER IMHOFF CREEK BANK STABILIZATION PROJECT.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-138: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $3,000,000 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED FOR FUNDING THE LOWER IMHOFF CREEK BANK STABILIZATION PROJECT.

BACKGROUND:

On March 11, 2021, the United States Federal Government enacted the $1,900,000,000,000 American Rescue Plan Act of 2021 (ARPA), "to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession". Specific funding of approximately $350,000,000,000 was made available in the ARP Act to state, county and city governments and tribal nations in the "Coronavirus State and Local Fiscal Recovery Fund" (SLFRF). As a Community Development Block Grant entitlement city, the City of Norman has received $22,245,542 in ARPA funding in two payments: $11,122,771 on May 19, 2021 and $11,122,771 on June 6, 2022.

In the July 27, 2021 meeting, the Council approved Resolution R-2122-128, appropriating $9,500,000 in ARPA entitlement funds toward the construction of the Emergency Operations and Communications Center. On August 24, 2021, the Council approved Resolution R-2122-35, appropriating $100,000 of ARPA entitlement funds to the Norman Arts Council. On September 14, 2021, Council approved Resolution R-2122-34, appropriating $500,000 of ARPA entitlement funds for COVID vaccination incentive programs.

The City Council has programmed additional ARPA entitlement funds to be used within eligible categories of expenditure, generally as follows, and directed City staff to explore programs for the future use and appropriation of remaining ARPA entitlements:

- Affordable Housing $4,500,000
- Non-Profit Support $1,900,000
- Stormwater Capital Projects $3,000,000
- Entrepreneur Grants $1,000,000

A Storm Water Master Plan (SWMP) was developed for the City of Norman by PBS&J and accepted by City Council in November 2009. Among other things, this plan delineated the various watersheds in the City, identified stream segments, which needed restoration and improvement, and identified projects to provide this restoration including concept designs. As stated in the SWMP, solutions for problems in the Imhoff Creek watershed are by far the most significant compared to solutions in other watersheds. One such stream segment is the Lower Imhoff Creek between Lindsey Street and Imhoff Creek's confluence with the Canadian River.

In the Storm Water Master Plan, Lower Imhoff Creek is divided into two problem areas, or reaches: IC-1 and IC-2. IC-1 is the portion of Imhoff Creek between State Highway 9 and its confluence with the Canadian River. IC-2 is that portion of Imhoff Creek between State Highway 9 and a point some 2,000 linear feet north of Imhoff Road. IC-2 is the focus of the current project (see attached map).

The SWMP recommends design and installation of stream bank stabilization techniques along stream segment IC-2. The identified problem in the SWMP for IC-2 is "4,200 LF of severe bank erosion along both banks beginning at the upstream face of Highway 9 to approximately 2,000 LF upstream of Imhoff Rd. The erosion along the banks has caused property fences and trees to fall into the creek."

As Imhoff Creek adjusted to changing upstream conditions, down cutting and widening resulted in extreme bank and bed erosion, which are characteristic in this portion of Imhoff Creek. Continued development along the length of the stream has exacerbated the runoff problems leading to trees and fences falling into the creek, loss of property and threats to infrastructure including the Imhoff Road Bridge. In July of 2021, a critical failure of this bridge due to increasing erosion problems, led to this road closure until April of 2022 and a repair bill for just under $2 million dollars. In the past, conventional wisdom directed efforts away from form and function toward armoring of stream channel bottoms and slopes to address in-stream erosion problems. This approach increased water velocity and tended to take problems downstream, which eventually worked back upstream as erosion occurring at the interface of the natural stream and the hard armor surfaces. Utilizing more natural stream restoration techniques, which provide for form and function, has proven to be a more effective method of urban stream repair.

On June 9, 2015, Council approved Contract K-1415-134 by and between the City of Norman and Meshek & Associates, LLC, in the amount of $143,000. The contract services included:

- Kickoff Meeting and Channel Walk
- Data Collection and Processing
- Easement and Right-of-Way Evaluation
- Hydrology and Hydraulic Modeling
- Ecological Inventory
- Development of Stream Restoration Alternatives and Recommendations
- Council and Public Meetings
- Surveying and Geotechnical Investigations

On June 30, 2017, Meshek and Associates submitted the Lower Imhoff Creek Study Final Report. On July 11, 2017, City staff and Brandon Claborn, Principal Engineer for Meshek and Associates, presented the findings of this report to City Council. The conceptual designs and priority recommendations presented in the report will be used to perform engineering design and construction plans for the Phase I stream improvements.

On August 8, 2017, Council approved Resolution R-1718-21 accepting the Lower Imhoff Creek Study Final Report. The Lower Imhoff Creek Study Final Report recommended several preventative and mitigation recommendations based on the data gathered during this study as follows:

- Implementation of a 5-year Monitoring Plan to evaluate the rate of degradation to channel;
- Provide training to City maintenance staff to learn new techniques for maintaining more natural stream restoration devices such as gabion walls, cross vanes, and others;
- Design and construct stream mitigation improvements in two phases:
    - Phase 1 will begin at Imhoff Road and end approximately 1200 feet downstream of Imhoff Road. This section should be addressed first due to the risk to existing infrastructure. Estimated cost is $3,150,300.
    - Phase 2 will begin upstream of Imhoff Road and end at the end of the improved channel. Estimated cost is $4,347,950.

Construction of the stream mitigation improvements were divided into two phases due to the cost to construct the entire project at one time. Meshek and Associates recommended that Phase I of the improvements be addressed first because the greatest impact to existing infrastructure can be found in this area, including potential impacts to Imhoff Road bridge and several sewer lines. Homes on the east side of the Phase I project area are also located closer to the streambank than those in the Phase II project area.

On April 27, 2021, City Council approved Amendment No. 1 to Contract K-1415-134 with Meshek and Associates to ensure that all three recommendations were undertaken. The first two recommendations have since been completed and the third phase will be addressed through the completion of the following tasks:

- Federal Emergency Management Agency (FEMA) Grant Application and Preparation Services for construction costs and project coordination
- Detailed Topographic Survey
- Environmental (404 permitting)
- Hydrology & Hydraulic Modeling
- Preparation of a Conditional Letter of Map Revision (CLOMR)
- Geotechnical Report
- Preliminary Plans
- Final Construction Plans and Bid Documents
- Erosion Control Workshop
- Bank Erosion Monitoring Site Installation
- Project Management

DISCUSSION:

Due to the importance of this project, Council appropriated $550,000 per year for seven years beginning with the FYE22 budget. With these allocations, design for Phase I is already underway with 90% plans completed and paid for through amended Contract K-1415-134. Given the estimated costs of construction for each phase of this project and the limited funds available for stormwater projects in the City's Capital Fund, City staff has been pursuing alternate sources of funding beginning with Phase I. FEMA has a long-term hazard mitigation planning and projects following a Presidential major disaster declaration Hazard Mitigation Grant Program (HMGP). As part of the amendment, City staff worked with Meshek and Associates to complete an application for HMGP program funding for Phase I construction costs and reimbursement of design costs as part of the Pre-Award services listed above.

This is an opportunity to apply for Federal funding assistance, which if secured, would greatly improve the conditions of Imhoff Creek and protect vital infrastructure, including Imhoff Road bridge from future erosion and several sanitary sewer lines, as well as help prevent further loss of resident property as their backyards continue to erode.

This grant for Phase I (south of Imhoff Road) fell under the Consolidated Appropriations Act of 2022, which granted a minimum of 90% federal cost share for any emergency or major disaster declared during or having an incident period between January 1, 2020 and December 31, 2021. This grant is itself divided into two phases. The first, Phase A, is design. Phase A total cost of $383,647 including 90% Federal funds in the amount of $345,282.30 and 10% local match of $38,364.70. The total cost of Phase A has already been paid for by the City and, if awarded the grant, would result in a reimbursement of up to $364,347.30. The construction phase, Phase B, would award grant money in the amount of $3,391,354.19 of which $3,052,218.78 is the 90% federal funds and $339,135.41 is the 10% local match. If awarded, funds are available in project DR0062, 50595531-46101 for local match for both phases. Phase A should be completed by August 2022. If awarded, this grant along with funds already procured from council action, would allow Phase I of the Lower Imhoff rehabilitation to be completed by late 2023 or early 2024.

The City set aside $3,000,000 in American Rescue Plan Act (ARPA) of 2021 funds to be directed towards stormwater capital projects. Specifically, stream bank improvements for Lower Imhoff Creek (IC-2) were identified as likely uses of these funds. If the City receives the HMGP grant described above, the ARPA entitlement funds would be applied towards completing Phase II of this project. These grant and the ARPA entitlement funds would allow for the completion of both Phases of the Lower Imhoff bank stabilization project by late 2024 or early 2025. If the City is not awarded the HMGP grant, ARPA entitlement funds can be used in conjunction with $550,000 the City has already appropriated in FYE22 to move forward with completion of Phase I of the project and allow the annual Capital Project request of $550,000 from subsequent years to be applied towards Phase II. If the City does not receive the HMGP grant and it does not apply the ARPA funds towards Lower Imhoff bank stabilization, Phase I of the project would not be completed until late 2028 or early 2029. This time frame is based on no additional funding aside from the $550,000 already appropriated and the additional $550,000 for each of the next six years (if funding remains available and is approved by Council each year).

Scenario A	Phase I	Phase II	Total
Project Cost	$ 3,775,001	$ 4,400,000	
HMGP Grant Award	$ (3,401,938)	$ -	
HMGP Grant City Cost Share	$ 373,063	$ -	
HMGP Grant Reimbursement	$ (364,347)	$ -	
Remaining Project Balance	$ 381,778	$ 4,400,000	$ 4,781,778
Completion Date	late 2023/early 2024	late 2024/early 2025	
		Lower Imhoff Current Budget	$ 1,100,000
		ARPA Funds	$ 3,000,000
		Cost to Complete Phase I	$ -
		Cost to Complete Phase 2	$ 681,778
		Total Cost to Complete	$ 681,778

Scenario B	Phase I	Phase II	Total
Project Cost	$ 3,775,001	$ 4,400,000	
HMGP Grant Award	$ -	$ -	
HMGP Grant City Cost Share	$ -	$ -	
HMGP Grant Reimbursement	$ -	$ -	
Remaining Project Balance	$ 3,775,001	$ 4,400,000	$ 8,175,001
Completion Date	late 2023/early 2024	unknown	
		Lower Imhoff Current Budget	$ 1,100,000
		ARPA Funds	$ 3,000,000
		Cost to Complete Phase I	$ (674,999)
		Cost to Complete Phase 2	$ 4,400,000
		Total Cost to Complete	$ 3,725,001

Scenario C	Phase I	Phase II	Total
Project Cost	$ 3,775,001	$ 4,400,000	
HMGP Grant Award	$ -	$ -	
HMGP Grant City Cost Share	$ -	$ -	
HMGP Grant Reimbursement	$ -	$ -	
Remaining Project Balance	$ 3,775,001	$ 4,400,000	$ 8,175,001
Completion Date	unknown	unknown	
		Lower Imhoff Current Budget	$ 1,100,000
		ARPA Funds	$ -
		Cost to Complete Phase I	$ 2,325,001
		Cost to Complete Phase 2	$ 4,400,000
		Total Cost to Complete	$ 6,725,001

RECOMMENDATION 1:

Staff recommends approval of Resolution R-2122-138, appropriating funds in the amount of $3,000,000 to the Lower Imhoff Creek Bank Stabilization Project in the Public Works Stormwater Capital Fund through the American Rescue Plan Act of 2021.

R-2122-138

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING $3,000,000 IN CITY OF NORMAN AMERICAN RESCUE PLAN ACT (ARPA) ENTITLEMENT FUNDS FROM THE SPECIAL GRANT FUND BALANCE TO BE USED IN FUNDING THE LOWER IMHOFF CREEK BANK STABILIZATION PROJECT.

§ 1. WHEREAS, On March 11, 2021, the United States Federal Government enacted the $1,900,000,000,000 American Rescue Plan Act of 2021 (ARPA) and specific funding of approximately $350,000,000,000 was made available in the ARP Act to state, county and city governments and tribal nations in the Coronavirus State and Local Fiscal Recovery Fund; and

§ 2. WHEREAS, in the Storm Water Master Plan, Lower Imhoff Creek is divided into two problem areas IC-1 and IC-2; IC-1 is the portion between State Highway 9 and its confluence with the Canadian River and IC-2 is that portion between State Highway 9 and a point some 2,000 linear feet north of Imhoff Road; and

§ 3. WHEREAS, on June 9, 2015, Council approved Contract K-1415-134 with Meshek and Associates to conduct a study of the Lower Imhoff Creek and Council accepted that Final Report on August 8, 2017; and

§ 4. WHEREAS, due to the cost to construct the entire project at one time, construction of the stream mitigation improvements were divided into two phases; and

§ 5. WHEREAS, the Federal Emergency Management Agency (FEMA) has long-term hazard mitigation planning and projects following a Presidential major disaster declaration known as the Hazard Mitigation Grant Program and with Council approval of the previous item on this agenda Staff will submit the application for Phase IC-1 of the Imhoff Creek Stabilization Project to accept this grant; and

§ 6. WHEREAS, City Council programmed $3,000,000 of the City's ARPA funds to be directed towards stormwater capital projects and stream bank improvements for Lower Imhoff Creek IC-2 were identified as likely uses of these funds; and

§ 7. WHEREAS, it is necessary to appropriate those funds as outlined below for reasons stated above.

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

§ 8. That the following appropriation be made for reasons stated above:

Account Name	Losing Account	Gaining Account	Amount
Capital Fund, Lower Imhoff Creek Bank Stabilization Project, Construction	22-11017	50595531-46101 Project DR0062	$3,000,000

PASSED AND ADOPTED this 28th of June, 2022.

ATTEST:

_____
Mayor Pro Tem

_____
City Clerk

Lower Imhoff Phase Map



6/21/2022, 12:55:05 PM

1:7,404

Areas

Override 1

Override 2

Streets

Centerline Labels (10,000+)

AerialPhoto2021

Blue: Band_3

Red: Band_1

Green: Band_2

0 0.07 0.15 0.3 mi

0 0.13 0.25 0.5 km

City of Norman, GIS Services Division

City of Norman, Interactive Map
The City of Norman assumes no responsibility of errors or omissions in the information presented.



1.Phase I Lower Imhoff



2. Bank erosion with tree collapse

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-137: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING PROCEDURES ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION 5-105(1)(D) OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR RESIDENTIAL HOMES ACHIEVING CERTAIN HOME ENERGY RATING SYSTEM (HERS) ENERGY RATING INDEX (ERI) SCORES, AND EXTENSION OF THE PILOT PROGRAM ESTABLISHED IN RESOLUTION R-1718-117 THROUGH JUNE 30, 2024.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Greg Clark, Development Services Manager

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-137: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING PROCEDURES ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION 5-105(1)(D) OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR RESIDENTIAL HOMES ACHIEVING CERTAIN HOME ENERGY RATING SYSTEM (HERS) ENERGY RATING INDEX (ERI) SCORES, AND EXTENSION OF THE PILOT PROGRAM ESTABLISHED IN RESOLUTION R-1718-117 THROUGH JUNE 30, 2024.

BACKGROUND AND HISTORY OF THE HERS/ERI PROGRAM:

On November 16, 2017, January 25 and March 29, 2018, staff presented to City Council Community Planning and Transportation Committee (CPTC), information regarding incentive programs for incentivizing ecologically friendly ("green") building practices to gather feedback on potential incentive areas for future program development and committee consideration. The City Council identified incentivizing optional "green building codes" as a secondary destination short-term goal (1-2 years) during the August 2017 Council retreat.

From discussion at meetings and subsequent committee direction, staff met with local builders and stakeholders to discuss potential incentives, specifically in the area of green residential construction. The committee also recommended that areas for green building incentives could more specifically begin by focusing on areas of homes utilizing Home Energy Rating System (HERS)/Energy Rating Index (ERI) for energy efficiency.

The HERS/ERI Pilot Program initially began on July 1, 2018, with the adoption of Resolution R-1718-117 in May of 2018. Council has approved three additional 6-month extensions and two one-year extensions of the HERS Program with current expiration scheduled for June 30, 2022. The last Resolution, R-2021-107, took the HERS Program through the four-year mark. The goal of the last extension was to allow an additional window of time to review the results of the program, consider and update benchmarks and allow further discussion between City staff and City Council regarding the potential implementation of a permanent program.

The pilot program provides an incentive for new single-family residential home construction through an adjustment of the building permit fee based on the final HERS/ERI index rating (or score) of the home. A percentage of the building permit fee can be charged based on the homes final score. From discussions with the City Legal Department, it appears that allowing HERS/ERI home performance to satisfy all or a portion of building permit review fees following construction of the rated home is a preferable approach to paying, rebating or reimbursing previously paid fees. The portions of the fee subject to the performance incentive are limited to purely regulatory costs; exercise of the City's discretion determining the amount of the fee ultimately imposed promotes clarity in procedure and uniformity in administration of the incentive.

The building permit fee for a single-family home is based on a fee of $0.14/sq. ft. of the structures project area. The pilot program charges a percentage of that building permit fee (for new, single-family residential homes) based on a specified HERS/ERI score. Additional fee adjustments are included for homes achieving scores lower than the minimum HERS/ERI score determined for the adjusted fee. The current pilot program allows for a 50% building permit fee adjustment for a home achieving a HERS/ERI index rating of 51, with an additional 5% fee reduction for each point below 51. The actual monetary amount of the waiver varies based on the square footage of the structure. The permit review fee could potentially be adjusted to $0 if the home achieved a HERS/ERI score of 41 (additional 5% per point x 10 points below 51).

DISCUSSION:

BUILDING PERMIT FEE ADJUSTMENT PROCESS:

The process for applying for an adjusted building permit fee begins with the applicant /builder completing a participation program application with the City.

At the time of building permit application, the participation application is completed. Potential building permit fee adjustments for the HERS/ERI score are noted on the building permit application, indicating the intent of the applicant/builder to pursue a positive HERS/ERI index rating for the home. Additional documentation of the HERS/ERI index components in the building plan potentially need to be indicated in the building plans for verification of pursuit of a HERS/ERI index score.

Homes indicating pursuit of a HERS/ERI index score of 51 or less on their building permit application are not required to initially pay the building permit fee portion of the permit. All remaining fees except the permit fee are charged when the building permit is issued.

Final building permit fee adjustments are based on the applicant/builder submitting a final HERS/ERI index score report and subsequent verification of the final HERS/ERI index score by staff. Following staff review, the final total of the building permit fee is determined, and any outstanding fees owed to the City are required to be paid prior to issuance of final Certificate of Occupancy (CO). Applicants may appeal final building permit fee determinations by staff to the Planning and Community Development Director.

CURRENT STATISTICS AND CODE ACTIVITY:

	Enrolled 7/18 to 7/22 Benchmark of 65	Enrolled 7/22 to 5/22 Benchmark 51
Total homes permitted	1463	432
Total homes enrolled in the program	545	274
% of homes that enrolled	37%	63%
Homes completed program	384	15
Homes withdrawn from program	128	0
Homes that received full credit	158	0
Homes that received partial credit	221	1
Homes that received no credit	5	14
Still enrolled in the program	33	259
Average credit	$323	$309
Total credits awarded	> $122,000.00	$309
Homes that scored a 57 or better	258	7
Homes that scored a 47 or better	81	0

Coinciding with the time the program was set to expire in June of 2021, a technical committee was formed by the Oklahoma Uniform Building Code Commission (OUBCC) (this is the State body that adopts minimum codes for jurisdictions), which was reviewing the 2015 International Energy Conservation Code (2015 IECC). The minimum benchmark in the 2015 IECC was an ERI of 51. Recommendations made to this Council in 2021 mirrored this committee's recommendation of the 51 ERI, though ultimately, those recommendations were not accepted or adopted as the State minimum standard.

A new committee has been formed and recommended a benchmark of a 64 ERI. This recommendation was accepted by the Commission in March 2022 and is now pending approval by the Legislature/Governor. If accepted, the updated standard of a 64 ERI would become the statewide minimum as early as September 2022.

Staff now proposes continuing the HERS/ERI program but changing the benchmark to a 57 as the minimum. The 57 ERI is a notable improvement over the proposed State standard of 64. The 57 is the standard referenced in the 2018 IECC codes. Based on past program data, the standard of 57 would be obtainable although still a challenging score to achieve, but also incentivizes homebuilders to go beyond the current state minimum standard. Of all past homes that completed or withdrew from the program, 50% received a 57 or better and would qualify for partial credit and 15% received a 47 or better and would have earned the full credit of fees due.

The below chart is a visual of how the program currently works regarding the HERS/ERI scores with the 51 rating, and the recommended change in rating to 57.

Current HERS/ERI Program with the 51 benchmark		Proposed HERS/ERI Program with a 57 benchmark	
41 or less	Builder pays no permit fees	47 or less	Builder pays no permit fees
42	Pays 05% of permit fees	48	Pays 05% of permit fees
43	Pays 10% of permit fees	49	Pays 10% of permit fees
44	Pays 15% of permit fees	50	Pays 15% of permit fees
45	Pays 20% of permit fees	51	Pays 20% of permit fees
46	Pays 25% of permit fees	52	Pays 25% of permit fees
47	Pays 30% of permit fees	53	Pays 30% of permit fees
48	Pays 35% of permit fees	54	Pays 35% of permit fees
49	Pays 40% of permit fees	55	Pays 40% of permit fees
50	Pays 45% of permit fees	56	Pays 45% of permit fees
51	Pays 50% of permit fees	57	Pays 50% of permit fees

RECOMMENDATION:

City Staff recommends that City Council adopt Resolution R-2122-137 setting a new minimum standard of 57 ERI and otherwise reinstating the HERS/ERI Pilot Program for a further two years while additional information is gleaned regarding state ERI standards and local homebuilder ERI performance.

R-2122-137

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ESTABLISHING PROCEDURES ALLOWING BUILDING PERMIT FEES CHARGED PURSUANT TO SECTION 5-104(1)(D) OF THE NORMAN CITY CODE TO BE ADJUSTED AND SATISFIED AS AN INCENTIVE FOR RESIDENTIAL HOMES ACHIEVING CERTAIN HOME ENERGY RATING SYSTEM (HERS) ENERGY RATING INDEX (ERI) SCORES, AND EXTENSION OF THE PILOT PROGRAM ESTABLISHED IN RESOLUTION R-1718-117 THROUGH JUNE 30, 2024.

§ 1. WHEREAS, the City of Norman recognizes the strong public interest in the construction of energy efficient residential homes which serve to reduce the consumption of finite natural resources, including both energy and water; and

§ 2. WHEREAS, the City of Norman is pursuing multiple measures and programs designed to establish and modernize the City of Norman's sustainability objectives, as well as lessen the impact of development on real property located within the City of Norman's municipal limits; and

§ 3. WHEREAS, the Norman 2025 Land Use and Transportation Plan adopted by the Norman City Council on November 14, 2004, recognizes the importance of proactively addressing environmental conditions or sensitivities in the context of the factual realities of Norman's growth trends, patterns, and constraints; and

§ 4. WHEREAS, newly constructed single-family residential homes achieving a HERS/ERI score of 57 or below constitutes a desirable benchmark for achieving the City of Norman's objectives with respect to quality home construction, sustainability, and energy efficiency; and

§ 5. WHEREAS, it is recognized that incentivizing residential home owners and builders to construct single-family residential homes capable of achieving a HERS/ERI score of 57 or lower is desirable to ensuring the quality of homes built and sold within Norman municipal limits, and thus benefitting the residential housing market, spurring additional residential home construction, and improving residential home values in the City of Norman; and

§ 6. WHEREAS, it is recognized that adjusting the building permit fee identified in Section 5-104(1)(D) of the Norman City Code, and as may thereafter be renumbered ("Applicable Fee"), applicable to newly constructed single-family residential homes built within Norman municipal limits ("Permit Fee Adjustment") is an incentive to prompt builders and home owners to assist in achieving Norman's objectives and desires as set forth herein; and

§ 7. WHEREAS, the Norman City Council established a Pilot Program, as set forth in Resolution R-1718-117, that began July 1, 2018, for an initial period of six (6) months, during which the City of Norman accepted applications relating to the City of Norman's provision of a Permit Fee Adjustment incentive, and as set forth particularly below; and

§ 8. WHEREAS, in order to gather vital information regarding the results of the original Program, the City of Norman continued the Program for additional six (6) month periods of time with the passage of Resolution R-1819-61 on January 8, 2019, Resolution R-1819-120 on June 25, 2019, Resolution R-1920-25 on June 30, 2020, and Resolution R-2021-107 on June 22, 2021, which extended the program for an additional twelve (12) months which have extended the Program as set forth in Resolution R-1718-117, through June 30, 2022; and

§ 9. WHEREAS, the City of Norman has determined it wishes to continue the Pilot Program, as set forth particularly below, for an additional two-year period of time, effective upon passage of this Resolution and continuing through June 30, 2024, in order best fulfill the purposes of the original Program, and in order to gather necessary information and allow City Council discussion of whether to implement the Program (or some form) permanently.

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

§ 10. That the procedure for obtaining a Permit Fee Adjustment incentive is hereby established as follows:

1) Anyone who has an account that is current (i.e., no past due balance) with the City of Norman utilities, and wishing to be eligible for Permit Fee Adjustment(s) for newly constructed single-family residential home(s) (as set forth in the 2015 International Residential Code, "IRC") built within Norman municipal limits, shall complete a Program Participation Application on the form provided by the City of Norman and submit the same to the City of Norman Permit Services Supervisor.

2) The City of Norman Development Services Division staff shall keep all Program Participation Applications or copies of the same, on file.

3) Those who intend in good faith to construct a single-family home that will achieve a HERS/ERI Score of 57 or lower, and who wish to apply for a Permit Fee Adjustment incentive with respect to such home, shall initiate the process by noting the same on the designated place on the Construction Permit Application on the form provided by the City of Norman.

4) The Program Participation Application must be filed concurrently with a Construction Permit Application.

5) Upon receiving a Construction Permit Application noting request for a Permit Fee Adjustment, the City of Norman Development Services Division staff shall note the same in the City of Norman's records when the applicable permit fees are charged.

6) A Permit Fee Adjustment applicant shall be responsible to remit payment for all applicable fees *excepting* the Applicable Fee, which charge shall be held until such time as it is satisfied either by monetary payment or performance under the Permit Fee Adjustment program set forth herein.

7) Upon completion of construction of the home for which the proper applications have been submitted as set forth herein, and prior to an issuance of a Certificate of Occupancy ("CO") or Temporary Certificate of Occupancy ("TCO"), a Permit Fee Adjustment applicant must submit to the City of Norman Development Services Division staff, a Home Energy Rating Certificate and Building Summary, or other report reliably demonstrating compliance ("Compliance Documents") that are determined in accordance with RESNET/ICC 301 Standard and submitted by an approved third party qualified to conduct the certification and inspections and perform the required testing.

8) Where Compliance Documents properly submitted pursuant to this process indicate, according to the satisfaction of City of Norman Development Services Division staff, a HERS/ERI score of 57 for the applicant home, the applicant will have satisfied 50% of the building permit fee identified in Section 5-105(1)(D) of the Norman City Code. An additional 5% of this fee may be satisfied by each additional point lower of a HERS/ERI score ultimately achieved by the applicant home, for a total of 100% satisfaction for any applicant home achieving a HERS/ERI score of 47 or less. In all cases, Application for a HERS/ERI Permit Fee Adjustment shall not prevent submittal of a Visitability Permit Fee Adjustment application in relation to the same dwelling, except that no applicant's incentive program performance may be deemed to have satisfied more than the total permit fee associated with Section 5-105(1)(D), for each specific location/address.

9) The City of Norman Development Services Division staff shall keep all Compliance Documents or copies of the same on file.

10) Prior to issuance of a CO or TCO, applicant is responsible to satisfy any remaining percentage of the Applicable Fee of the Norman City Code by monetary payment. Compliance Documents must be submitted within eighteen (18) months of issuance of the applicable Construction Permit, and extensions to this submittal limitation may be granted at the discretion of the Planning and Community Development Director.

11) The City of Norman may refuse applications and deny or charge back adjustments where the applicant has failed to follow the procedure set forth herein. All initial determinations regarding Permit Fee Adjustments may be appealed to the Planning and Community Development Director, who may, in his or her discretion, adjust the Permit Fee Adjustment determination in accordance with this resolution.

12) No Permit Fee Adjustment incentive may be issued to any applicant that is delinquent with respect to its utilities account(s) with the City of Norman or with respect to the

payment of any permit fees otherwise owed by applicant to the City of Norman with respect to any other projects within Norman municipal limits, whether or not said project involves an application pursuant to this program.

13) All portions of the Norman City Code remain fully enforceable with respect to each applicant and shall be enforced by City of Norman staff pursuant to normal procedures, and irrespective of the existence of this program herein.

§ 11. That City of Norman Development Services Division staff is hereby directed to prepare and maintain forms and other administrative items and procedures consistent with and as necessary to accommodate the process set forth herein.

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
Mayor Pro Tem

ATTEST:

_____
City Clerk

Business and Community Affairs Committee

Home Energy Rating System (HERS) Energy Rating Index (ERI) Pilot Program

May 5, 2022

History of the Program

- **The HERS/ERI pilot program was created to encourage energy efficient residential home construction by offering credits to builders who build above Residential Energy Code minimums.**
- **The program started in July of 2018 and has been renewed 5 times and it is scheduled to expire June 30th 2022.**
- **The programs benchmark was established as a score of 65. In June of 2021 the benchmark was updated to 51 to reflect current trends of the energy code and pending State code updates.**

History of the Program (continued)

- **The below numbers represent current applications submitted to the HERS/ERI program (July 1, 2022 through April 30, 2022).**
  - **263 applicants applied to the HERS/ERI program.**
  - **12 homes received a Certificate of Occupancy (CO).**
  - **Zero (0) of the 12 homes that received a CO achieved the programs benchmark score of 51.**
  - **251 applicants remain enrolled in the program.**

History of the Program(continued)

Current HERS/ERI Program with a 51 benchmark	
41 or less	Builder pays no permit fees
42	Pays 5% of permit fees
43	Pays 10% of permit fees
44	Pays 15% of permit fees
45	Pays 20% of permit fees
46	Pays 25% of permit fees
47	Pays 30% of permit fees
48	Pays 35% of permit fees
49	Pays 40% of permit fees
50	Pays 45% of permit fees
51	Pays 50% of permit fees

The credit is the building permit fee of .14 cents per square foot of project area. To receive the full credit a home must achieve a HERS/ERI score of 41.

Example: A 2,000 square foot home with a 400 square foot garage and 200 square foot covered patio has a project area of 2600 square ft. This project would be eligible for a $364 credit. (2600x.14=$364)

Current Energy Code Activity

- The Oklahoma Uniform Building Code Commission (OUBCC) is the State body that reviews and adopts the minimum building codes for all jurisdictions in the State of Oklahoma, this includes Building, Electrical, Mechanical, Plumbing and Energy Codes.

- In 2021 a Technical Committee reviewed the 2018 Energy Codes for adoption as state wide minimums. Their recommendations were rejected by the OUBCC board, and the Energy code was not updated.

- With the rejection of the Residential Energy Code by the board the energy requirements for homes was shifted to a new committee. Their recommendations for residential energy codes was accepted by the board and are currently pending acceptance by the legislature/governor. If accepted these provisions are anticipated to take effect in September of 2022.

Energy Code Activity

ERI	Code Cycle (IECC Year)
100	2006
80	2009
70	2012
65	Previous City of Norman benchmark
64	**Current State proposed benchmark**
51	2015
51	**Current City of Norman benchmark**
57	2018
51	2021

Current Energy Code Activity

Minimum Energy Codes in Texas
Norman correlates to Climate Zone 3

Climate Zone	Sept. 1, 2016-2019	Sept. 1, 2019-2022	Sept. 1, 2022-2025
CZ2	65	63	59
CZ3	65	63	59
CZ4	69	67	63

Staff Recommendations

Option 1: Let the Program Expire?

- **Let the program expire, and see if the State code is adopted (possibly September). During this time more data points can be gathered from the 250 plus homes currently enrolled in the program. With this data collection and knowledge of the State's benchmark, a better informed decision can be made about the program's future.**

Staff Recommendations (continued)

Option 2: Continue the Program with the current benchmark ERI of 51.

- **Keep the benchmark at a 51, which is in line with the 2015 and 2021 codes.**

- **If the State updates to the proposed 64 ERI our benchmark is a clear improvement to this standard.**

Staff Recommendations (continued)

Option 3: Continue the Program but change the benchmark to consider the proposed State standard of a 64.

ERI	Code Cycle (IECC Year)
100	2006
80	2009
70	2012
65	Previous City of Norman Benchmark
64	**Current State Proposed Benchmark**
51	2015
51	**Current City of Norman Benchmark**
57	2018
51	2021

- The updated ERI should be a notable improvement over any currently adopted code.
- A 57 would be justifiable as it is the published standard in the 2018 IRC.
- If we are considering this option increasing the pilot programs duration to a 2-years minimum would insure a better data sample when re-evaluation occurs.

Questions?

- Option 1, Option 2, Option 3? Other proposed ideas?
- Program duration if renewed?

Other direction?

File Attachments for Item:

21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF RESOLUTION R-2122-139: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SETTING FORTH A PROCESS FOR COUNCIL TO FOLLOW IN THE EVENT OF A VACANCY ON CITY COUNCIL.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/22

REQUESTER: Kathryn Walker, City Attorney

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT OR POSTPONEMENT OF RESOLUTION R-2122-139: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, SETTING FORTH A PROCESS FOR COUNCIL TO FOLLOW IN THE EVENT OF A VACANCY ON CITY COUNCIL.

BACKGROUND:

Norman's Charter addresses what to do when vacancies occur on Council. Article II, Section 22 says the following:

> **Section 22. - Vacancies in office.**
>
> A vacancy in the office of a member of the Council shall exist whenever the holder thereof:
>
> (a) Ceases to possess some qualification for the office, prescribed by this Charter or by applicable law;
>
> (b) dies;
>
> (c) resigns;
>
> (d) is removed from office by proceedings by a Court of competent jurisdiction;
>
> (e) is declared legally incompetent by a Court of competent jurisdiction; or
>
> (f) ceases to reside in the ward which elected except that no vacancy shall occur where a Councilmember is rendered a non-registered voter of the ward that member represents by reason of reapportionment carried out by the City Council.
>
> Any vacancy occurring on the City Council shall be filled by a majority vote of the remaining members of the City Council, for a period extending until the next regular municipal election, at which time an election, conducted as provided by this Charter and applicable State law, shall be held to fill any balance of the unexpired term; provided, however, if the City Council does not fill the vacancy by appointment within sixty (60) days after the same occurs, it shall be mandatory on the part of the City Council to call and schedule a special election to fill the vacancy for the unexpired term, which election shall

be held for the election of a City Councilmember, only, and said election shall be conducted in the same manner as a regular municipal election.

An amendment to this section of the Charter will be on the ballot for consideration at the August 23, 2022 election. It would amend Section 22 of Article II as follows:

* * * * *

Any vacancy occurring on the City Council shall be filled by a majority vote of the remaining members of the City Council for ~~a period extending until the next regular municipal election, at which time an election, conducted as provided by this Charter and applicable State law, shall be held to fill any~~ the balance of the unexpired term; provided, however, if the City Council does not fill the vacancy by appointment within sixty (60) days after the same occurs, it shall be mandatory on the part of the City Council to call and schedule a special election to fill the vacancy for the unexpired term, which election shall be held for the election of a City Councilmember, only, and said election shall be conducted in the same manner as a regular municipal election.

Vacancies on Council have been approached a number of ways. It can be challenging to get an election scheduled to fill a vacancy in a timely manner, so prior Council's have typically filled the vacancy by majority vote. Some years, names were submitted and voted on by Council at a public meeting, with voting ties being broken by pulling a name out of a hat. More recently, Council has appointed a selection committee made up of residents of the ward in which the vacancy exists. Once the committee made its selection, it came forward to Council for a vote on the recommendation. With one exception, Council has selected the candidate recommended by the selection committee for appointment.

Council has expressed a desire to formalize the selection committee process. This was discussed by the Council Oversight Committee on April 8, 2021 in the context of addressing the second Ward 2 vacancy within months, and again on May 12, 2022. A draft resolution was discussed at the Council Study Session on June 21, 2022 and Staff was directed to bring it forward for Council consideration.

DISCUSSION:

Resolution R-2122-139 sets forth the process for filling Council vacancies in accordance with Council direction. It also sets forth timelines to ensure a vacant seat is filled timely, and it includes a revised application for potential candidates for filling the Council vacancy. The process outlined in policy would not supersede the Charter, so Council would still be required to call a special election to fill any vacancy if it is not filled by appointment within 60 days of the vacancy.

In accordance with the resolution, applications for both an Ad Hoc Selection Committee and the City Council Application would be posted on the City's website within 5 days of learning of a vacancy. The resolution would require the Mayor, with the consent of Council, to appoint a 5 member Ad Hoc Selection Committee made up of residents of the ward being vacated (if the Mayoral office is vacated, selections would be at large) on the next available Council meeting

agenda. The Ad Hoc Selection Committee, once appointed, would meet to review applications, to consider whether any ward specific questions should be added, to determine which applicants to interview and to select an interview date. All interviews would occur on the same date, leaving time for Committee deliberation and selection of one applicant to forward to Council for its consideration on its next available agenda. This process ensures a timely selection and ensures opportunity for input in the selection is given to ward residents. The application form has been updated to inquire as to an applicant's intention to run for office at the next available opportunity and to ensure potential conflicts and prior municipal involvement and voting history are provided. Staff will also provide the selection committee with voting history information. This information would only include which prior elections the candidate has voted in – it would not include partisan affiliation or any other information about the votes cast.

RECOMMENDATION:

Staff forwards R-2122-139 for Council consideration.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA SETTING FORTH A PROCESS FOR COUNCIL TO FOLLOW IN THE EVENT OF A VACANCY ON CITY COUNCIL.

§ 1. WHEREAS, Article II, Section 22 of the Norman Charter declares there to be a vacancy in office whenever the officeholder ceases to possess some qualification for the office, dies, resigns, is removed from office by proceedings by a Court of competent jurisdiction, is declared legally incompetent by a Court of competent jurisdiction, or ceases to reside in the ward for which elected, except by reason of reapportionment; and

§ 2. WHEREAS, Article II, Section 22 of the Norman Charter further requires that any vacancy occurring on the City Council shall be filled by a majority vote of the remaining members of the City Council; and

§ 3. WHEREAS, Article II, Section 22 of the Norman Charter states that if City Council fails to fill any vacancy by majority vote within sixty (60) days of its occurrence, City Council must call and schedule a special election to fill the vacancy for the unexpired term.

§ 4. WHEREAS, there has not been a consistent process employed over the years to fill City Council vacancies; and

§ 5. WHEREAS, after a number of Council vacancies between 2019 and 2021, Council expressed a desire to adopt by resolution a process for filling vacancies that could be used to provide consistency and ensure resident input.

NOW, THEREFORE, be it resolved by the Council of the City of Norman:

§ 6. THAT, within five (5) days of learning of a Council vacancy, the City Manager shall ensure an Application for the Ad Hoc Selection Committee for Council Vacancy and the City Council Application (attached hereto as Exhibit A) are posted prominently on the City's website.

§ 7. THAT, nominations to the Ad Hoc Selection Committee shall be limited to residents who reside in the ward for which a vacancy has occurred.

§ 8. THAT, the City Manager shall place five (5) nominations from the Mayor for the Ad Hoc Selection Committee on the next available Council meeting agenda for Council confirmation.

§ 9. THAT, Staff shall work with the members of the Ad Hoc Selection Committee to schedule a meeting as soon as possible after its appointment to review the process to be followed, to consider whether any ward specific questions should be added, to review Applications for Council Seat received by the City Clerk, to determine which applicants to interview, and to select an interview date.

§ 10. THAT, the Ad Hoc Selection Committee shall meet and conduct all interviews for the vacant Council seat in one meeting, leaving time for deliberation and the selection of an applicant to forward to City Council for its consideration on the next available Council meeting agenda.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2022.

_____
Stephen T. Holman
Mayor Pro Tem

ATTEST:

_____
Brenda Hall, City Clerk

CITY COUNCIL APPLICATION
CITY OF NORMAN

Please Print		
NAME (Last)	(First)	(Middle)

ADDRESS _____ _____ _____
(Number/Street/Zip Code) (Home Phone) (Work/Cell Phone)

NUMBER OF YEARS RESIDED IN NORMAN _____ NUMBER OF YEARS RESIDED IN CURRENT WARD _____

E-MAIL ADDRESS _____ Have you voted in previous municipal elections? _____

MUNICIPAL/CIVIC ACTIVITIES _____

EMPLOYER _____ OCCUPATION _____

BUSINESS ADDRESS _____ _____ _____ _____
(Number/Street) (City/State) (Zip Code) (Phone)

Additional Employment, experience or educational information you feel is relevant:

Explain why you are interested in serving as Councilmember (feel free to attach additional information if needed):

Explain whether you intend to run for the office for which you are applying at the next election and why:

Do you have any direct or indirect financial or economic interest in any business or other undertaking (whether for profit or non profit) coming before City Council? _____ If yes, please explain.

Note: The City of Norman Charter requires applicants be registered voters in the City of Norman for six months and reside in the Ward in which they seek office. All information submitted on this application is subject to the Open Records Act.

Return to: BRENDA HALL, CITY CLERK
201 WEST GRAY ST. POST OFFICE BOX 370
NORMAN, OKLAHOMA 73070
FAX: 405-366-5389 PHONE: 405-366-5386

Before signing this document, verify that the content you are signing is correct.

_____
Signature Date

File Attachments for Item:

22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-136: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE “AUTHORITY”) AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE “OWRB”) FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING ADVANCED WATER METERING IMPROVEMENTS FOR THE CITY OF NORMAN, OKLAHOMA; APPROVING A PROFESSIONAL SERVICES AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Anthony Francisco, Director of Finance

PRESENTER: Anthony Francisco, Director of Finance

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-136: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING ADVANCED WATER METERING IMPROVEMENTS FOR THE CITY OF NORMAN, OKLAHOMA; APPROVING A PROFESSIONAL SERVICES AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

On March 11, 2021, the United States Federal Government enacted the $1,900,000,000,000 American Rescue Plan Act of 2021 (ARPA), "to speed up the United States' recovery from the economic and health effects of the COVID-19 pandemic and the ongoing economic recession". Specific funding of approximately $350,000,000,000 was made available in the ARP Act to state, county and city governments and tribal nations in the "Coronavirus State and Local Fiscal Recovery Fund" (SLFRF). As a Community Development Block Grant entitlement city, the City of Norman has received $22,245,542 in ARPA funding in two payments: $11,122,771 on May 19, 2021 and $11,122,771 on June 6, 2022.

In the July 27, 2021 meeting, the Council approved Resolution R-2122-128, appropriating $9,500,000 in ARPA entitlement funds toward the construction of the Emergency Operations and Communications Center. On August 24, 2021, the Council approved Resolution R-2122-35, appropriating $100,000 of ARPA entitlement funds to the Norman Arts Council. On September 14, 2021, Council approved Resolution R-2122-34, appropriating $500,000 of ARPA entitlement funds for COVID vaccination incentive programs.

The City Council has programmed additional ARPA entitlement funds to be used within eligible categories of expenditure, generally as follows, and directed City staff to explore programs for the future use and appropriation of remaining ARPA entitlements:

- Affordable Housing $4,500,000
- Non-Profit Support $1,900,000

- Stormwater Capital Projects $3,000,000
- Entrepreneur Grants $1,000,000

DISCUSSION:

The United States Department of the Treasury has issued Final Rules for eligible uses of American Rescue Plan Act SLFRF funds. Five categories of eligible expenditures are discussed in the Rules:

- Support Public Health Response
- Replace Public Sector Revenue Loss
- Water, Sewer and Broadband Infrastructure
- Address Negative Economic Impacts
- Premium Pay for Essential Workers

Within the eligible uses of ARPA entitlements to Address Negative Economic Impacts of the COVID-19 pandemic, mention is made of support to small businesses with loans, grants, in-kind assistance and counseling programs. Such assistance to small businesses is particularly directed to minority, tribal and women-owned businesses and businesses located in economically Qualified and Distressed Census Tracts. In particular, the Final Rules list as eligible expenses "plans to implement an incubator program to assist small businesses to expand their market or services and remain economically viable after the economic effects of the COVID economy."

The Council directed the City's Economic Development Advisory Board (EDAB) to explore ways in which the programmed entitlement funding for "Entrepreneur Grants" may be best used. Related discussions were had at EDAB meetings in September and November of 2021 and January of 2022. Recognizing that the Council had previously appropriated $1,000,000 in Coronavirus Aid, Relief and Economic Security Act reimbursement funds for direct relief grants to individual small businesses, discussions by the EDAB focused on the ability to use ARPA funds to make a long-term impact on Norman's small business economy.

At the Council's March 1, 2022 Study Session, the EDAB presented its recommendation to the City Council for the use of $1,000,000 in ARPA entitlement funding to be used for the development of an incubator program to be located within a Qualified or Distressed Census Tract in Norman. At the June 7, 2022 Council Study Session, the Council received a proposed ARPA Subrecipient Agreement with the Norman Economic Development Coalition to implement this business incubator program.

Under this Agreement, the NEDC would explore potential sites or existing buildings in which to house the business incubator program using the City's ARPA entitlement funds within the U.S. Treasury Department Final Rules. It is understood that the City's ARPA funding will not be the only source of funds for the implementation or operation of the business incubator program. The Subrecipient Agreement will be considered in a separate Council action.

To enact Council's direction to use ARPA entitlement funds to Address Negative Economic Impacts of the COVID-19 pandemic through the establishment of a business incubator program,

$1,000,000 is proposed to be appropriated from the Special Grants Fund, ARPA (22-11017) to ARPA, Miscellaneous Services-Subrecipient (Account 22110303-44755).

RECOMMENDATION:

It is recommended that the Resolution be adopted, appropriating $1,000,000 in City of Norman ARPA entitlement funds to the Norman Economic Development Coalition for the implementation of business incubator programs.

R-2122-136

Resolution

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY (THE "AUTHORITY") AGREEING TO FILE APPLICATION WITH THE OKLAHOMA WATER RESOURCES BOARD (THE "OWRB") FOR FINANCIAL ASSISTANCE THROUGH THE CLEAN WATER STATE REVOLVING FUND PROGRAM, WITH THE LOAN PROCEEDS BEING FOR THE PURPOSE OF FINANCING ADVANCED WATER METERING IMPROVEMENTS FOR THE CITY OF NORMAN, OKLAHOMA; APPROVING A PROFESSIONAL SERVICES AGREEMENT; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

WHEREAS, the Norman Utilities Authority (the "Authority") has under consideration the financing of improvements to the water system serving The City of Norman, Oklahoma (the "City"), including specifically the replacement of most existing manual read water meters with advanced metering infrastructure (AMI) meters (the "Project"); and

WHEREAS, it is deemed desirable for the Authority to give preliminary authorization for the issuance of obligations for such purpose; and

WHEREAS, the Oklahoma Water Resources Board has made monies available to qualified entities for the financing or refinancing of certain qualifying projects; and

WHEREAS, the Authority hereby agrees to file an application(s) with the Oklahoma Water Resources Board for financial assistance in the aggregate amount which will be sufficient to accomplish the Project.

NOW, THEREFORE, BE IT RESOLVED BY THE TRUSTEES OF THE NORMAN UTILITIES AUTHORITY, THAT:

Section 1. Application. The Authority shall file an Application(s) with the Oklahoma Water Resources Board seeking financial assistance through the OWRB Clean Water State Revolving Fund Program; and the Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized to execute said Application(s) for and on behalf of the Authority. The Authority is further authorized to advance to the Oklahoma Water Resources Board the necessary application fees in connection with the referenced Application(s).

Section 2. Professional Service Agreement. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Borrower are hereby authorized and directed on behalf of the Borrower to execute a professional services agreement with The Public Finance Law Group PLLC and the Floyd Law Firm, P.C., as Co-Bond Counsel.

Section 3. Other Matters. The Chairman or Vice Chairman and Secretary or Assistant Secretary of the Authority are hereby authorized and directed to do all other lawful things necessary to carry out the terms and conditions of this Resolution.

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R-2122-136

ADOPTED AND APPROVED THIS 28TH DAY OF JUNE, 2022.

NORMAN UTILITIES AUTHORITY

_____

Chairman

ATTEST:

_____

Secretary

(SEAL)

R-2122-136

CERTIFICATE
OF
AUTHORITY ACTION

I, the undersigned, hereby certify that I am the duly and acting Secretary of the Norman Utilities Authority.

I further certify that the Trustees of the Norman Utilities Authority held a Regular Meeting at 6:30 o'clock P.M., on June 28, 2022, after due notice was given in full compliance with the Oklahoma Open Meeting Act.

I further certify that attached hereto is a full and complete copy of a Resolution that was passed and approved by said Trustees at said meeting as the same appears in the official records of my office and that said Resolution is currently in effect and has not been repealed or amended as of this date.

I further certify that below is listed those Trustees present and absent at said meeting; those making and seconding the motion that said Resolution be passed and approved, and those voting for and against such motion:

PRESENT:

ABSENT:

MOTION MADE BY:

MOTION SECONDED BY:

AYE:

NAY:

WITNESS MY HAND THIS 28TH DAY OF JUNE, 2022.

NORMAN UTILITIES AUTHORITY

_____

(SEAL) Secretary of Authority

BUREAU OF RECLAMATION

2022 WaterSMART Water and Energy Efficiency Grants

California

City of Corona, Advanced Metering Infrastructure Program

Reclamation Funding: $2,000,000 **Total Project Cost: $22,685,603**

The City of Corona, located in Riverside County, California, will install 41,061 advanced metering infrastructure (AMI) meters at residential, multi-family, and commercial properties to fully convert its entire service area to AMI. The project will help the city mitigate water losses monitoring and alert capabilities and will provide customers with real-time information through a customer portal. The project is expected to result in annual water savings of 1,787 acre-feet, reducing the City's reliance on imported water supplies.

Metropolitan Water District of Southern California, Regional Public Agency Turf Replacement Program

Reclamation Funding: $2,000,000 **Total Project Cost: $36,500,000**

The Metropolitan Water District of Southern California will convert approximately 19 million square-feet of non-functional turf to water-efficient landscaping. The project is expected to result in annual water savings of 2,572-acre feet, reducing demand for imported supplies from the Colorado River, State Water Project, and Central Valley Project systems.

North Kern Water Storage District, Calloway Canal Lining: Fruitvale Avenue to CVC Intertie

Reclamation Funding: $2,000,000 **Total Project Cost: $4,224,000**

The North Kern Water Storage District, located in Bakersfield, California, will line 5,280 feet of a currently unlined portion of the Calloway Canal with 4-inch-thick unreinforced concrete. The project is expected to result in annual water savings of 1,056 acre-feet, which is currently seeping into the area's impaired groundwater basin. The groundwater basin in the San Joaquin Valley portion of Kern County is critically stressed, especially when pumping increases during dry years, and the region is experiencing ongoing drought conditions. The project will allow for more efficient delivery of surface water supplies and reduce dependency on the Kern River by giving the district greater flexibility to time its diversions. The project will also help to reduce current groundwater use in an area where the water quality of recovered groundwater is not suitable for irrigation without costly treatment.

City of Rialto, Advanced Metering Infrastructure Implementation Project

Reclamation Funding: $2,000,000 **Total Project Cost: $6,761,169**

The City of Rialto, located in southern California, will upgrade or replace 12,058 existing touch-read residential meters for connection to an advanced metering infrastructure fixed network system that automatically collects and stores consumption data. The project is expected to result in annual water savings of 1,523 acre-feet by providing real-time water use information and leak alerts to customers. Water conserved as a result of this project will reduce demand on groundwater.

Santa Clarita Valley Water Agency, Automated Metering Infrastructure Project (Phase 1)

Reclamation Funding: $2,000,000 **Total Project Cost: $9,361,443**

The Santa Clarita Valley Water Agency, located in southern California, will replace or upgrade 32,163 existing water meters to advanced metering infrastructure capable meters for connection to a new customer engagement portal. The project is expected to result in annual water savings of 2,946 acre-feet. Water conserved as a result of the project will reduce the Agency's reliance on water imported from the Bay-Delta region of California and leave more water in the local groundwater system.

Sutter Mutual Water Company, Irrigation Efficiency Upgrades and Water Savings: SCADA and Automated Water Delivery Systems

Reclamation Funding: $1,000,000 **Total Project Cost: $2,000,000**

The Sutter Mutual Water Company, located near Sacramento, will implement a series of upgrades throughout its distribution system, including installing automated gates to control water flow and delivery, variable speed/variable frequency drives on existing motors, and incorporating a new Supervisory Control and Data Acquisition system to support centralized monitoring and controls. The system improvements are expected to result in annual water savings of 7,706 acre-feet currently lost to operational spills and over-deliveries, which will be stored in upstream reservoirs. During a given year, up to 70% of the water saved under the project may be utilized to support improved habitat, water quality, and water availability for federally listed fish species along the Sacramento River system.

Colorado

City of Greeley, Greeley AMI Meter Installation Project

Reclamation Funding: $2,000,000 **Total Project Cost: $7,526,965**

The City of Greeley, located in northern Colorado, will convert 11,193 outdated residential and commercial meters to advanced metering infrastructure meters, which will be integrated with Greeley Water's Supervisory Control and Data Acquisition system. The City owns surface water rights in four major river basins and operates six storage reservoirs in an area that faces drought, population growth, and overallocation of rivers. The project is expected to result in annual water savings of 1,146 acre-feet by improving metering accuracy and providing customers with near real-time monitoring and alert capabilities that detect high usage and leaks. The water

conserved will remain available in storage, supporting the City through multi-year droughts. Surface flow rights can also be sent downstream to meet return flow obligations to the South Platte River or be made available for other uses.

Idaho

North Side Pumping Company, Pumping Plant Elimination and Canal Abandonment Project

Reclamation Funding: $2,000,000 **Total Project Cost: $4,010,488**

The North Side Pumping Company, located in southern Idaho, will decommission two outdated pumping plants from the 1920s and install approximately 25 small-scale high efficiency pump stations, each equipped with a variable frequency drive and flow meter, that connect to existing on-farm irrigation infrastructure through a series of new pipelines. The new pipeline system will include 86,000 feet of polyvinyl chloride pipe ranging in diameter from 2 inches to 15 inches, which will allow the Company to abandon 14.5 miles of unlined irrigation canal. The project is expected to result in annual water savings of 6,286 acre-feet currently lost to seepage. Water conserved as a result of the project will be retained in the Snake River storage system and will help avoid reduced allocations during times of drought.

Oklahoma

City of Norman / Norman Utilities Authority, Norman Utilities Authority Advanced Metering Infrastructure Implementation Project

Reclamation Funding: $2,000,000 **Total Project Cost: $15,818,990**

The City of Norman will use $2 million in Bipartisan Infrastructure Law funding to replace 40,973 existing water meters, the majority of which are manual read meters, with advanced metering infrastructure (AMI) meters. The project also includes an AMI network, Meter Data Management System software, and a customer portal to provide customers with near real-time water use data. The project is expected to result in annual water savings of 1,981 acre-feet, which will improve the City's resiliency in times of drought and will help maintain water levels in the Lake Thunderbird watershed, Garber Wellington Aquifer, Oklahoma City surface reservoirs, and the Canadian River.

Texas

El Paso County Water Improvement District No. 1, Riverside Canal Concrete Lining Project (Phase IV)

Reclamation Funding: $1,000,000 **Total Project Cost: $2,048,785**

The El Paso County Water Improvement District No.1 will line 7,700 feet of the currently earthen Riverside Canal with steel-panel reinforced concrete. The project is expected to result in annual water savings of 1,145 acre-feet currently lost to seepage, which will enable the district to better manage its allocation of Rio Grande Project Water. El Paso County has experienced prolonged and extreme drought conditions, and the County population is projected to double to over 1.5

million people by 2070. As a result of the project, additional Rio Grande Project water will be stored in Elephant Butte and Caballo Reservoirs, which will provide critical water supplies to the area during drought years.

Utah

Davis & Weber Counties Canal Company, Canal Enclosure and Solar Energy Project

Reclamation Funding: $1,500,000 Total Project Cost: $3,000,000

The Davis & Weber Counties Canal Company, located near Salt Lake City, Utah, will enclose the lower section of its main canal by converting 1,650 feet of existing concrete liner to an 8-foot by 7-foot precast concrete box culvert and replacing 880 feet of existing metal pipe with 66-inch reinforced concrete pipe. The project also includes installation of a 10.3-kilowatt solar array at Sunset Reservoir, which will be used to power the district's maintenance building and workshop. The project is expected to result in annual water savings of 838 acre-feet that is currently lost to leaks, seepage, root uptake, and evaporation. The project will allow for more water to be saved and held in the Echo and East Canyon Reservoirs, thereby leaving more water in the Weber River system for longer periods and providing benefits to native fish species. The project has support from multiple stakeholders within the Weber River Watershed, including Trout Unlimited, the Utah Division of Wildlife Resources, and the Weber River Water Users Association.

Weber Basin Water Conservancy District, Upper Willard Canal Lining Project (Phase 8)

Reclamation Funding: $2,000,000 Total Project Cost: $4,000,000

The Weber Basin Water Conservancy District, located in northern Utah, will line 2,500 feet of the currently unlined Willard Canal with 6-inch steel reinforced concrete. Canal lining has been identified as a priority in the District's System Optimization Review and water conservation plan. The district serves a geographic area over 2,500 square miles and has regional water supply responsibility for cities, districts, and companies located in five Utah counties. The area is vulnerable to drought and continues to experience rising demand from population growth. The project is expected to result in annual water savings of 3,750 acre-feet currently lost to seepage, which will be marketed to wholesale customers, mostly cities, in order to meet rapidly growing demand. Further, conserved water will remain in the Weber River system for longer periods of time, benefitting wildlife in the area and recreation. The project also includes installation of a 30-kilowatt solar array at the Weber South Water Treatment Plant. The solar array is expected to generate 58,000 kilowatt-hours of electricity per year, helping to offset energy demand at the facility.

Washington

Kennewick Irrigation District, 2022 Canal Lining and Water Conservation Project

Reclamation Funding: $2,000,000 Total Project Cost: $6,146,900

The Kennewick Irrigation District, located near Yakima, Washington, will line approximately 3.6 miles of the currently earthen Main Canal with a high-density polyethylene geomembrane. The project is expected to result in annual water savings of 1,178 acre-feet, currently lost to seepage,

which will allow the district to reduce diversions from the Yakima River. A settlement agreement requires that a minimum of 393 acre-feet of the conserved water will stay in stream, benefiting fish in a critical reach of river during critical low flow periods.

Wyoming

Owl Creek Irrigation District, Owl Creek Irrigation District Water Delivery and Efficiency Improvement Project

Reclamation Funding: $2,000,000 **Total Project Cost: $6,802,315**

The Owl Creek Irrigation District, located in central Wyoming, will make efficiency improvements to its water delivery system, including installing a new headgate on the Big Horn River, improvements to the inlet canal, replacing the existing main pump station, and upgrading the re-lift pump station with new pumps and electrical controls. The improvements are expected to result in annual water savings of 2,976 acre-feet currently lost to spills, which will remain in the Big Horn River system, benefitting flow and temperature, and enhancing the capacity to comply with the Yellowstone River Compact of 1950. A more reliable supply of irrigation water from the Big Horn River will also reduce the need for supplemental water supply from Owl Creek, which is the primary source of water for Arapaho Ranch of the Wind River Reservation.

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF CITY OF NORMAN V. RON ASHLEY, CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-337, IN THE AMOUNT OF $210,000.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Elisabeth Muckala, Assistant City Attorney

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RECOMMENDATION FROM THE CITY ATTORNEY THAT THE CITY COUNCIL APPROVE A SETTLEMENT OF CITY OF NORMAN V. RON ASHLEY, CLEVELAND COUNTY DISTRICT COURT CASE CJ-2021-337, IN THE AMOUNT OF $210,000.

BACKGROUND:

This case was filed by the City of Norman against Ronald Ashley on April 9, 2021 as an eminent domain action after attempts to amicably purchase easements necessary to the 36th Ave. Bond Project, Phase II, failed. On July 22, 2021, the Commissioners awarded Mr. Ashley $105,000 in just compensation and those funds were previously delivered to the Court in accordance with state law in order to allow the Project to proceed. Mr. Ashley, through legal counsel, thereafter filed a demand for jury trial protesting the award amount, and trial is likely to take place in late 2022. The parties have engaged in discovery, have exchanged additional information, and have continued to attempt amicable settlement avoiding the necessity of jury trial.

DISCUSSION:

Mr. Ashley has stated his willingness to settle his case for the amount of the most recent appraisal, which sets compensation, including all damages, at $210,000, or $105,000 in addition to funds already deposited with the Court. Because this matter involves pending litigation, the merits of this case were discussed during executive session held on June 28, 2022. A mortgagee is also a defendant to the litigation and their approval will need to be secured to effectuate the contemplated final resolution. The settlement offer is within the range discussed with Council in Executive Session.

Funds are available in the 36th NW: Tecumseh-Indian Hills Project (BP1097 Land – 50595552-46001).

RECOMMENDATION:

It is believed that the proposed settlement is fair and reasonable in light of the case status and situation, and that acceptance it is in the best interests of the City. It is recommended the settlement of this matter be approved by City Council and that this office be directed to proceed

with the entry of a final agreed judgment in CJ-2021-337 of $210,000 and take other actions necessary to successfully conclude the case consistent with this settlement.

File Attachments for Item:

24. CONSIDERATION OF POSTPONEMENT OF ORDINANCE O-2122-48 UNTIL AUGUST 9, 2022: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS BEGINNING ON JANUARY 11, 2023, AND ENDING ON JANUARY 10, 2048, SUBJECT TO THE APPROVAL OF THE VOTERS AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND CALLING A SPECIAL ELECTION ON JANUARY 10, 2023.

From: Adams, Kimberlee
To: Brenda Hall
Cc: Darrel Pyle; Kathryn Walker
Subject: EXTERNAL EMAIL : Official Request to Postpone
Date: Friday, June 24, 2022 3:50:04 PM
Attachments: image003.png

Attn: City Clerk Brenda Hall:

Please accept this email as a formal request to postpone the second reading of the OGE Franchise Resolution before the Norman City Council until August 9th. The reason for this request is to allow time for study sessions to adequately address concerns raised by Council.

Thank you.
Kimberlee Adams

Kimberlee Adams
Community Affairs Manager

OG&E

cell/text: 580-216-4146
adamskd@oge.com

NOTICE: This electronic message and any attachments contain information which may be confidential, sensitive or privileged. It is intended only for the recipient(s) to which it is addressed. If you are not the intended recipient, be aware that any review, disclosure, retransmission, conversion to hard copy, copying, circulation or other use of all or any portion of this message and any attachments is strictly prohibited. Any misuse or unauthorized disclosure can result in both civil and criminal penalties. If you have received this communication in error, please notify the sender immediately by return email and delete all copies of this message including any attachments from your system.

CITY OF NORMAN, OK
STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Kathryn Walker, City Attorney

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: **CONSIDERATION OF POSTPONEMENT OF ORDINANCE O-2122-48 UNTIL AUGUST 9, 2022**: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS BEGINNING ON JANUARY 11, 2023, AND ENDING ON JANUARY 10, 2048, SUBJECT TO THE APPROVAL OF THE VOTERS AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND CALLING A SPECIAL ELECTION ON JANUARY 10, 2023.

BACKGROUND:

Article 18, Section 5(a) of the Oklahoma Constitution requires voter approval of a franchise in order for the City to grant the right to use its streets to sell and distribute utility services to its residents to a public utility company. A franchise is achieved by putting forth a franchise agreement to the voters in the form of an ordinance and calling a city-wide election. Franchise agreements are typically longer term and provide for a franchise fee to be paid to the City in exchange for access to the City streets and rights of way for utility services.

Recently, OG&E representatives approached the City about renewing its franchise for a twenty five (25) year term. The prior franchise agreement, which expired in 2018 and has been on a month to month basis since then, was also for twenty five (25) years.

DISCUSSION:

The proposed franchise agreement provides for an annual payment of a franchise fee equal to three percent (3%) of OG&E's gross revenues arising from the sale of electricity within the city limits of Norman. The franchise fee collected from OG&E for fiscal year 2020-2021 (FYE 2021) was $2,921,195. In addition to the franchise fee, OG&E furnishes free electricity to the City for operation of traffic signal lights and municipal buildings in an amount of up to one-half of one percent (0.5%) of the kilowatt hours sold to Norman customers within the preceding fiscal year. This provision resulted in the City receiving free electricity for traffic signal lights and municipal buildings during part of the last fiscal year. OG&E also collected and remitted sales taxes to the City in FYE 21.

With this agreement, the City grants to OG&E the "right, privilege and authority to produce, transmit, distribute, and sell electricity" within Norman's City limits, and the "right, privilege and authority to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds and other places" for the purpose of producing, transmitting, distributing and selling the electricity to the City of Norman and its inhabitants."

OG&E feels strongly that the franchise proposed to the voters should match the franchises it has in other cities and towns across Oklahoma; however, if another city negotiates a better rate than the 3% franchise fee imposed by this ordinance, the higher franchise fee will automatically be imposed in Norman.

OG&E has adopted an Environmental Policy that, among other things, obligates OG&E to conduct business in a manner that minimizes environmental impacts and supports environmental protection, emission, waste and release minimization, efficient resource management and sustainability. Staff is working with OG&E to develop an agreement with Norman to increase the reliance on renewable sources of energy. OG&E wishes to partner in good faith with Norman to help Norman achieve its goals related to renewable energy.

The Oklahoma Constitution reserves the decision of granting a franchise to the voters. OG&E has requested that the City put the franchise before the voters in the January 10, 2023 election.

RECOMMENDATION: Staff recommends that Ordinance O-2122-48 be adopted by Council upon First Reading on June 14th and Second and Final Reading on June 28th for submission to the voters.

O-2122-48

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, GRANTING TO THE OKLAHOMA GAS AND ELECTRIC COMPANY, AN OKLAHOMA CORPORATION, ITS SUCCESSORS AND ASSIGNS, THE RIGHT TO PRODUCE, TRANSMIT AND DISTRIBUTE ELECTRICITY WITHIN THE CITY LIMITS AND TO SELL ELECTRICITY THEREIN FOR ALL PURPOSES FOR WHICH IT MAY BE USED, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA, ITS INHABITANTS AND THE PUBLIC GENERALLY, AND THE RIGHT TO CONSTRUCT, MAINTAIN AND OPERATE A SYSTEM OF POLES, WIRES, CONDUITS AND OTHER FACILITIES AND EQUIPMENT IN, UPON, ACROSS, UNDER AND OVER THE STREETS, ALLEYS, PUBLIC GROUNDS AND OTHER PLACES IN THE CITY FOR SUCH PURPOSES FOR A PERIOD OF TWENTY-FIVE (25) YEARS BEGINNING ON JANUARY 11, 2023 AND ENDING ON JANUARY 10, 2048 SUBJECT TO THE APPROVAL OF THE VOTERS AND ACCEPTANCE OF THIS ORDINANCE; PROVIDING COMPENSATION TO THE CITY; AND CALLING A SPECIAL ELECTION ON JANUARY 10, 2023.

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

§ 1. The word “City” as hereinafter used shall mean and designate the City of Norman, Cleveland County, Oklahoma, and the word “Company” as hereinafter used shall mean and designate the Oklahoma Gas and Electric Company, a corporation organized and existing under and by virtue of the laws of the State of Oklahoma and its successors and assigns.

§ 2. (a) The City hereby grants to the Company the right, privilege and authority to produce, transmit, distribute and sell electricity within the corporate limits of the City for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right, privilege and authority to construct, maintain and operate a system of poles, wires, conduits, transformers, substations, and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds and other places in each and every part of said City for the purpose of producing, transmitting, distributing and selling electricity to the City, its inhabitants, and to the public generally.

(b) The franchise hereby granted shall be effective from and after the date of approval of this Ordinance by the registered voters of the City and acceptance by the Company, and shall remain in full force and effect for a period of twenty-five (25) years beginning on January 11, 2023 and ending on January 10, 2048. Nothing in this Ordinance shall be construed to prevent the City from granting an electric franchise to any other person, firm, or corporation.

§ 3. The Company shall construct, operate and maintain its property in such manner as will, consistent with necessity, not obstruct nor impede traffic unduly.

§ 4. The Company shall defend and indemnify the City against all liability for injury to any person or property caused by the negligence of the Company in the construction, operation and maintenance of its property within the City.

§ 5. Electric service provided hereunder to the City, its inhabitants, and to the public generally, and rates charged therefor shall be in accordance with orders, rules and regulations of the

Corporation Commission of the State of Oklahoma or other governmental authority having jurisdiction.

§ 6. The Company shall have the right to assign this franchise and the assignee by written acceptance thereof shall be bound by all the provisions hereof. An authenticated copy of such assignment and acceptance shall be filed with the Clerk of the City.

§ 7. (a) From and after the approval and acceptance of this franchise, and in consideration of the granting of this franchise, the Company agrees to pay and shall pay to the City an annual franchise tax in an amount equal to three percent (3%) of its gross revenues arising from the sale of electricity within the corporate limits of the City, such payment to be made on or before the 25th day of July of each year, after deducting therefrom any amount due the Company from the City.

(b) In the event the Company in the future, under the terms of any franchise with any city or town in the State of Oklahoma, shall agree to and shall pay to any such city or town as a franchise fee a percentage of gross receipts in excess of the three percent (3%) franchise fee set forth in the section, the Company shall begin payment of such higher franchise fee to the City within thirty (30) days of the increase.

(c) The Company shall abide by an order, rule or regulation of the Corporation Commission of the State of Oklahoma requiring the listing separately of all or any portion of such franchise tax on electric bills to customers.

(d) Such franchise taxes paid by the Company to the City shall be in lieu of all other franchise, excise, license, occupation, privilege, inspection, permit, or other fees, taxes or assessments, except ad valorem taxes and sales taxes.

§ 8. The Company shall furnish to the City without charge each fiscal year during the term hereof electric current to be used exclusively by the City for operation of traffic signal lights and buildings occupied and operated by the City for municipal purposes, to be applied by the Company as a credit to billings to the City, provided that such electric current shall not exceed one-half of one per cent (0.5%) of the kilowatt-hours sold by the Company to customers within the corporate limits of the City during the preceding fiscal year.

§ 9. A special election is hereby called for the purpose of submitting this Ordinance to the registered voters of the City residing within its corporate limits for their approval or disapproval, provided the Company shall pay the cost of such election. The election shall be held on the January 10, 2023 between the hours of 7:00 a.m. and 7:00 p.m. The Mayor of the City of Norman is authorized and directed to issue an election proclamation calling such election and is further directed to take all steps that may be necessary for holding the election and for the submission of this Ordinance to the registered voters of the City. If a majority of the registered voters of the City voting thereon fail to approve this franchise at said election, no rights shall accrue hereunder.

§ 10. In case the franchise hereby granted is approved at said election, the Company shall, within thirty (30) days from the date of such approval, file with the Clerk of the City, in writing, its

acceptance. In the event the Company fails to accept within the said period, such failure shall be deemed a rejection of the franchise.

§ 11. The franchise hereby granted shall, on its effective date, supersede and terminate any previous franchise granted to or held by the Company.

PASSED AND ADOPTED this 28th day of June, 2022.

CITY OF NORMAN, OKLAHOMA

By: _____
Stephen Holman, Mayor Pro Tem

ATTEST:

_____
Brenda Hall, City Clerk

(SEAL)

SPECIAL ELECTION
PROCLAMATION AND NOTICE OF ELECTION

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-2122-48 dated June 28, 2022, authorizing the calling of an election on the Proposition hereinafter set forth, I, the undersigned Mayor Pro Tem of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 10th day of January, 2023, for the purpose of submitting to the registered qualified voters in said City the proposed Proposition:

PROPOSITION I

Shall a franchise be granted to the Oklahoma Gas and Electric Company, a corporation, its successors and assigns giving it the right to produce, transmit and distribute electricity within the City and to sell electricity therein for all purposes for which it may be used, to the City, its inhabitants and the public generally, and the right to construct, maintain and operate a system of poles, wires, conduits and other facilities and equipment in, upon, across, under and over the streets, alleys, public grounds and other places in the City for such purposes, for a period of twenty-five (25) years beginning January 11, 2023 and ending on January 10, 2048; providing compensation to the City; in accordance with the terms of Ordinance Number O-2022-48?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

1st ☐ YES - FOR THE ABOVE PROPOSITION
2nd ☐ NO - AGAINST THE ABOVE PROPOSITION

(If the voter desires to vote for the above Proposition, he shall mark the ballot accordingly; if he desires to vote against the above Proposition, he shall mark the ballot accordingly.)

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Proposition as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 o'clock p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the 28th day of June, 2022.

_____
Stephen Holman, Mayor Pro Tem

ATTEST:

_____
Brenda Hall, City Clerk

File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-111: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND PLACE THE SAME IN THE LOW DENSITY RESIDENTIAL DESIGNATION. (NORTHWEST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE)

R-2122-111

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND PLACE THE SAME IN THE LOW DENSITY RESIDENTIAL DESIGNATION.
(Northwest corner of Imhoff Road and Oakhurst Avenue)

§ 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and

§ 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and

§ 3. WHEREAS, Lennar Homes of Oklahoma, L.L.C. has requested that the following described property be moved from the Mixed Use Designation and placed in the Low Density Residential Designation for the hereinafter described property, to wit:

A part of the Southeast Quarter (SE/4) of Section FOUR (4), Township EIGHT (8) North, Range TWO (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: Beginning at the Southwest corner of said Southeast Quarter (SE/4); thence North 01°03'37" West on the West line of said Southeast Quarter (SE/4) a distance of 690.98 feet to the Southwest corner of Lot 22, Block 32 of Oakhurst Addition Section 12; thence South 90°00'00" East on the South line of Oakhurst Addition Section 12 a distance of 1249.28 feet to the West line of Oakhurst Avenue; thence South 00°00'00" West a distance of 590.11 feet; thence South 44°51'52" West a distance of 36.86 feet; thence South 01°09'54" East a distance of 50.00 feet to the South line of said Southeast Quarter (SE/4); thence South 88°50'06" West on said South line a distance of 1211.76 feet to the Point of Beginning, less and except: Lot ONE (1), in Block ONE (1), of CRIMSON CREEK ADDITION SECTION 1, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

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

§ 4. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____ day of _____, 2022.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

RESOLUTION NO. R-2122-111 ITEM NO. 4

STAFF REPORT

ITEM: Lennar Homes of Oklahoma, LLC requests amendment of the NORMAN 2025 Land Use and Transportation Plan from Mixed Use Designation to Low Density Residential Designation for property located on the northwest corner of E. Imhoff Road and Oakhurst Avenue.

SUMMARY OF REQUEST: Lennar Homes of Oklahoma, LLC is proposing development of a single-family residential PUD, Planned Unit Development on a 16.32-acre parcel. This development proposal requires rezoning from the current PUD, Planned Unit Development to a new PUD, Planned Unit Development, and a NORMAN 2025 Land Use and Transportation Plan amendment from Mixed Use Designation to Low Density Residential Designation.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity, which suggest that the proposed change will not be contrary to the public interest?*** In recent years, there have been several new developments in this general vicinity. Directly south of the site, an office park was built in 2007, consisting of two buildings. Along E. Imhoff Road to the west, two apartment complexes were built in 2005 and 2010. North and west of this site, fronting Classen Boulevard, a third apartment complex was built in 2014. All three of the apartment complexes are "rent-by-the-bed" developments. The total number of bedrooms between all three developments is well over 1,200. Between 2010 and 2013, Hitachi expanded their facility on the opposite side of E. Imhoff Road to include more parking and a warehouse with loading docks. To the south and west, across Imhoff Road a church was constructed in 2017, directly west of the Hitachi facility. Across State Highway 9, to the southeast, is the location of Norman Regional's new Free Standing Emergency Hospital.

   As it exists today, the surrounding land uses are single family residential, office, light industrial and vacant property. The change from Mixed Use Designation to Low Density Residential Designation is not out of character for this area.

2. ***Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?*** E. Imhoff Road is designated as a Minor Urban Arterial in the Comprehensive Transportation Plan. Oakhurst Avenue is constructed as a collector street. The applicant is requesting a

rezoning from an existing PUD, Planned Unit Development to a new PUD, Planned Development. The applicant stated on the application the use will be for a smaller lot development with single-family residential use. Any future use on the site will be limited to the uses allowed in the PUD Narrative.

In 2014, the intersection of Imhoff and Classen Boulevard was transitioned to a controlled/signalized intersection. With the signalized intersection to the west of this proposed development there is already traffic mitigation in place for any increase in traffic.

CONCLUSION: Staff forwards this request for amendment of the NORMAN 2025 Land Use Plan from Mixed Use Designation to Low Density Residential Designation as Resolution No. R-2122-111 for consideration by Planning Commission and recommendation to City Council.

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Lennar Homes of Oklahoma, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-111: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE MIXED USE DESIGNATION AND PLACE THE SAME IN THE LOW DENSITY RESIDENTIAL DESIGNATION. (NORTHWEST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE)

SUMMARY OF REQUEST:

Lennar Homes of Oklahoma, LLC is proposing development of a single-family residential PUD, Planned Unit Development on a 16.32-acre parcel. This development proposal requires rezoning from the current PUD, Planned Unit Development to a new PUD, Planned Unit Development, and a NORMAN 2025 Land Use and Transportation Plan amendment from Mixed Use Designation to Low Density Residential Designation.

STAFF ANALYSIS:

For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

1. ***Has there been a change in circumstances resulting from development of the properties in the general vicinity, which suggest that the proposed change will not be contrary to the public interest?*** In recent years, there have been several new developments in this general vicinity. Directly south of the site, an office park was built in

2007, consisting of two buildings. Along E. Imhoff Road to the west, two apartment complexes were built in 2005 and 2010. North and west of this site, fronting Classen Boulevard, a third apartment complex was built in 2014. All three of the apartment complexes are “rent-by-the-bed” developments. The total number of bedrooms between all three developments is well over 1,200. Between 2010 and 2013, Hitachi expanded their facility on the opposite side of E. Imhoff Road to include more parking and a warehouse with loading docks. To the south and west, across Imhoff Road a church was constructed in 2017, directly west of the Hitachi facility. Across State Highway 9, to the southeast, is the location of Norman Regional’s new Free Standing Emergency Hospital.

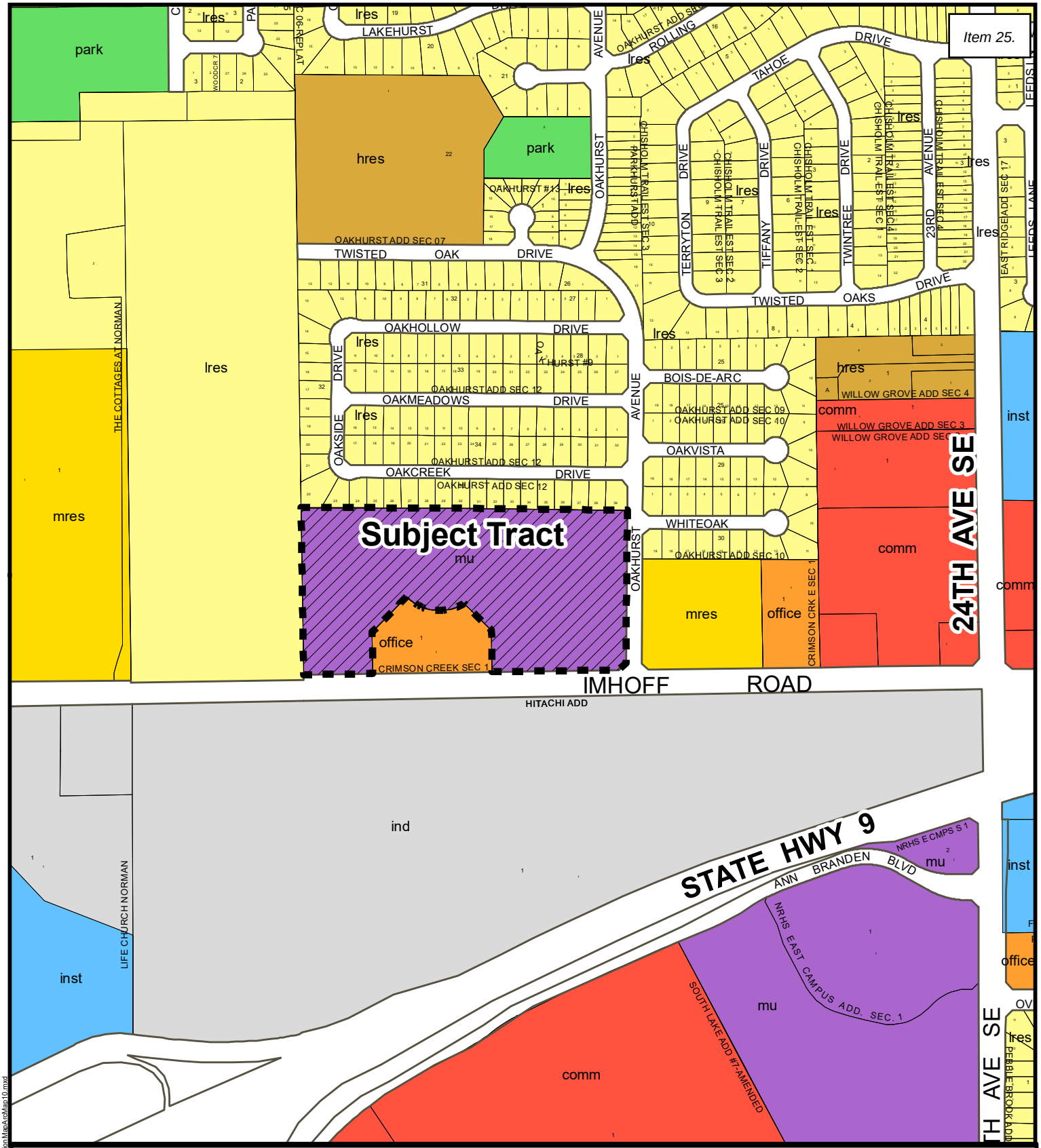
As it exists today, the surrounding land uses are single family residential, office, light industrial and vacant property. The change from Mixed Use Designation to Low Density Residential Designation is not out of character for this area.

2. ***Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?***
   E. Imhoff Road is designated as a Minor Urban Arterial in the Comprehensive Transportation Plan. Oakhurst Avenue is constructed as a collector street. The applicant is requesting a rezoning from an existing PUD, Planned Unit Development to a new PUD, Planned Unit Development. The applicant stated on the application the use will be for a smaller lot development with single-family residential use. Any future use on the site will be limited to the uses allowed in the PUD Narrative.

   In 2014, the intersection of Imhoff and Classen Boulevard was transitioned to a controlled/signalized intersection. With the signalized intersection to the west of this proposed development, there is already traffic mitigation in place for any increase in traffic.

CONCLUSION:

Staff forwards this request for amendment of the NORMAN 2025 Land Use Plan from Mixed Use Designation to Low Density Residential Designation as Resolution R-2122-111 to the City Council for consideration. At their May 12, 2022 meeting, the Planning Commission recommended adoption of R-2122-111 by a vote of 5-1.



Norman 2025 Land Use Plan

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.

N W E S

April 12, 2022

0 250 500 Ft.

Subject Tract

Zoning

590

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Applicant: Lennar Homes of Oklahoma, LLC

Project Location: North of E. Imhoff Rd. and west of Oakhurst Ave.

Case Number: PD22-06

Time: 6:00 p.m.

Applicant/Representative
Gunner Joyce (Attorney for Applicant)

Attendees
David Glaze
Ryan Glaze
Randy Reynolds
Allen Ahlert
Caleb Ball
Emma Bingham
Dayla Bingham

City Staff
Ken Danner, Subdivision Development Manager
Heather Poole, Assistant City Attorney II
Colton Wayman, Planner I

Application Summary
The applicant requests to rezone from the current PUD, Planned Unit Development to a new PUD, Planned Unit Development to allow for a single-family subdivision with smaller lots and setbacks than what is currently allowed.

Neighbor's Comments/Concerns/Responses
The neighbors were interested to know when the project would be presented to Planning Commission and City Council. In addition, neighbors were interested to know what the proposed side yard setbacks would be. The representative of the applicant did not give a specific number, explaining that was still being determined for the PUD narrative. A neighbor also indicated that a natural spring exists on the site. The representative of the applicant explained that the spring would be diverted. Neighbors were interested to know the proposed square footages of the homes. The representative of the applicant could not provide neighbors with general square footage numbers as he was unsure what they would be. The representative of the applicant explained that a common area would be provided for the development and is yet to be determined for the site plan. Finally, neighbors were interested to know why one of the driveways was situated so far west. The representative of the applicant explained that the City preferred this location for traffic-related reasons.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 12, 2022

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 12th day of May, 2022.

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

Chair Erica Bird called the meeting to order at 6:38 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Kevan Parker Steven McDaniel Erica Bird Dave Boeck Shaun Axton Michael Jablonski
MEMBERS ABSENT	Erin Williford

A quorum was present.

STAFF MEMBERS PRESENT	Jane Hudson, Director, Planning & Community Development Lora Hoggatt, Planning Services Manager Colton Wayman, Planner I Roné Tromble, Recording Secretary Bryce Holland, Multimedia Specialist Beth Muckala, Asst. City Attorney Todd McLellan, Development Engineer Jami Short, Traffic Engineer

* * *

NON-CONSENT ITEMS

Item No. 4, being:

R-2122-111 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2122-111: LENNAR HOMES OF OKLAHOMA, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM MIXED USE DESIGNATION TO LOW DENSITY RESIDENTIAL DESIGNATION FOR APPROXIMATELY 16.32 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. IMHOFF ROAD AND WEST OF OAKHURST AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report
3. Pre-Development Summary

and

Item No. 5, being:

O-2122-42 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-42: LENNAR HOMES OF OKLAHOMA, L.L.C. REQUESTS REZONING FROM PUD, PLANNED UNIT DEVELOPMENT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 16.32 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. IMHOFF ROAD AND WEST OF OAKHURST AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-D
4. Pre-Development Summary

and

Item No. 5, being:

PP-2122-12 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-12: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY LENNAR HOMES OF OKLAHOMA, L.L.C. (JOHNSON & ASSOCIATES) FOR THE VILLAGES, A SIMPLE PLANNED UNIT DEVELOPMENT FOR 16.32 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. IMHOFF AVENUE AND WEST OF OAKHURST AVENUE, WITH A VARIANCE IN THE CUL-DE-SAC LENGTH.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Request for Variance
6. Site Development Plan
7. Pre-Development Summary
8. Greenbelt Commission Comments

PRESENTATION BY STAFF:

1. Colton Wayman reviewed the staff report, a copy of which is filed with the minutes. There was 0.52% protest within the notification area.

2. Mr. Jablonski asked about open space/recreation areas.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, Rieger Law Group, representing the applicant, addressed the protest and explained the proposal. He addressed the open space question, and noted the location of an existing park, as well as the decision of the Parks Board for fee in lieu of park.

2. Mr. Boeck asked whether the homes will be accessible. He also commented on the front-facing garages.

3. Ms. Bird asked the difference in size of the open space between this PUD and the previous PUD. Ms. Hudson jndicated they are very close. Mr. Rieger explained the PUD regulations require 10-15%, and this is at 23%. This also maintains the 65% impervious per lot.

4. Ms. Bird asked if the PUD allows manufactured or pre-fab homes. Mr. Rieger responded it does not.

5. Mr. Boeck asked the square footage of the units. Mr. Rieger responded 1,000-1,200 square feet.

6. Ms. Bird asked if these could be characterized as a lower income housing type. Mr. Rieger did not think so.

7. Mr. Jablonski commented that he would be happier if the common area along the north were locked into the PUD as a treed area for wildlife.

AUDIENCE PARTICIPATION:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
1. Mr. Jablonski thinks the area is too far away from a park.

Dave Boeck moved to recommend adoption of Resolution No. R-2122-111, Ordinance No. O-2122-42, and PP-2122-12, to City Council. Kevan Parker seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck, Shaun Axton
NAYES	Michael Jablonski
MEMBERS ABSENT	Erin Williford

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2122-111, Ordinance No. O-2122-42, and PP-2122-12 to City Council, passed by a vote of 5-1.

* * *

File Attachments for Item:

26. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-42 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHWEST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Lennar Homes of Oklahoma, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-42 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORTHWEST CORNER OF IMHOFF ROAD AND OAKHURST AVENUE)

SYNOPSIS: Lennar Homes of Oklahoma is requesting to rezone property containing approximately 16.32 acres from PUD, Planned Unit Development, that consisted of apartment and specific special uses, to a new PUD, Planned Unit Development, to allow for single-family residential development. The PUD is requested to allow for setbacks, lot coverage, and lot sizes that differ from the R-1, Single-Family Dwelling District requirements.

HISTORY: This property was initially zoned CO, Suburban Office Commercial District, in 1977. In 2012, the property was rezoned to PUD, Planned Unit Development, with Ordinance O-1112-20 to allow for apartment development in addition to specific special uses enumerated under both RM-6 and CO. These special uses were the following:

- Church, temple, or other place of worship;
- Child care center;
- Off-street parking;
- Office buildings;
- Convalescent home, rest home, nursing home, or assisted living center.

ZONING ORDINANCE CITATION:

SEC. 420 – PLANNED UNIT DEVELOPMENT

Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

(a) A maximum choice in the types of environment and living units available to the public.
(b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
(c) Maximum enhancement and minimal disruption of existing natural features and amenities.
(d) Comprehensive and innovative planning and design of diversified developments, which are consistent with the City's long range, plan and remain compatible with surrounding developments.
(e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
(f) Preparation of more complete and useful information, which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and large-scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses, which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development, which is related to, and affects, the long-term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

EXISTING ZONING: The existing zoning for the subject property is PUD, Planned Unit Development, allowing for apartment development in addition to specific special uses and requirements enumerated under both RM-6, Medium Density Apartment District, and CO, Suburban Office Commercial District.

ANALYSIS: The particulars of the new PUD include:

USE: The PUD Narrative includes the following uses:

- Detached single family dwellings;
- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Municipal recreation or water supply;
- Accessory buildings;
- Model homes and/or Sales Office, subject to the applicable permits;
- Temporary Parking Lots; and
- Short-Term Rentals.

OPEN SPACE/PARKLAND: Open space and green space areas are located throughout the Property, as shown on the Open Space Exhibit (Exhibit D). The Open Space Exhibit proposes 23.7% of the site as open space. Notably, open space/landscaping is proposed adjacent to E. Imhoff Road to minimize impacts from the loading docks owned by Hitachi.

PHASES: Homes will be phased over time as market absorption permits.

SITE PLAN/ACCESS: The Site Development Plan is shown in Exhibit B-1. This development has one emergency access off E. Imhoff Road and full access off Oakhurst Avenue. The Site Development Plan shows 109 single-family residential lots in addition to common area throughout the site.

AREA REGULATIONS: The applicant is requesting the following area regulations for the development:

- Front yard setback: The minimum depth of the front yard setback shall be ten (10') feet provided that all garages shall have a minimum nineteen (19') foot front yard setback to allow for a parking space in the driveway. In the event a lot has street frontage on multiple sides, the front yard setback shall only apply along the frontage designated on the Site Development Plan as the 10' front yard setback and the remaining frontage may be treated as said lot's side yard;
- Side yard setback: The minimum depth of the side yard setback shall be five (5') feet provided that roof, gutter, window, patio, patio coverings, and similar improvement overhangs shall be allowed to encroach upon the side yard setback, up to a maximum of two (2') feet;
- Rear yard setback: The minimum depth of the rear yard setback shall be ten (10') feet, with the allowance for unenclosed patios, sheds, and similar common residential accessory improvements (i.e., gazebos, storm shelters, etc.) to be five (5') feet from the rear property line;
- Coverage: The maximum lot coverage for all structures, as well as impervious area, shall be no more than sixty-five percent (65%) of the total lot area;
- Height: Houses will not exceed thirty-five (35') feet or two (2) stories in height. An accessory building shall not exceed a wall height of ten (10') feet; and
- Lot Size: The minimum lot width for this PUD shall be thirty (30') feet at the front building line and twenty-five (25') feet along street frontage. The minimum lot area shall be a minimum of three thousand (3,000) square feet.

LANDSCAPING: Landscaping shall be installed in order to meet or exceed the City of Norman's applicable landscaping requirements for development of single-family residential lots. Additional landscaping is proposed adjacent to E. Imhoff Road to minimize impacts from the loading docks owned by Hitachi.

SIGNAGE: The entrance to the Property may contain entryway signage and associated walls, fences, and decorative features, in order to identify the addition. The signage may be lighted and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines. The maximum square footage shall comply with the provisions of the City of Norman Signage Code that are applicable to R-1, Single-Family Dwelling District.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed PUD changes the use of the property from its current zoning. The proposed rezoning will change the property from an office/apartment use to a single-family residential use. Given that the intensity of the use will change, less traffic is predicted for the proposed PUD compared to the current zoning designation.

OTHER AGENCY COMMENTS:

PUBLIC WORKS:
Sanitary sewer and water improvements are available to the site. The proposed streets will be constructed to City standards. Sidewalks will be installed adjacent to the street. Stormwater runoff will be conveyed to proposed detention ponds.

PREDEVELOPMENT: PD 22-05, March 24, 2022
The neighbors were interested to know when the project would be presented to Planning Commission and City Council. In addition, neighbors were interested to know what the proposed side yard setbacks would be. The representative of the applicant did not give a specific number, explaining that was still being determined for the PUD Narrative. A neighbor also indicated that a natural spring exists on the site. The representative of the applicant explained that the spring would be diverted. Neighbors were interested to know the proposed square footages of the homes. The representative of the applicant could not provide neighbors with general square footage numbers as he was unsure what they would be. The representative of the applicant explained that a common area would be provided for the development and is yet to be determined for the site plan. Finally, neighbors were interested to know why one of the driveways was situated so far west on the site. The representative of the applicant explained that the City preferred this location for traffic-related reasons.

GREENBELT COMMISSION: GB 22-09, April 19, 2022
Greenbelt forwards this item with no additional comments.

CONCLUSION:

Staff forwards this request for rezoning from PUD, Planned Unit Development to a new PUD, Planned Unit Development, as Ordinance O-2122-42 to the City Council for consideration.

At their May 12, 2022 meeting, Planning Commission recommended adoption of O-2122-42 by a vote of 5-1.

O-2122-42

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE SOUTHEAST QUARTER (SE/4) OF SECTION FOUR (4), TOWNSHIP EIGHT (8) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Northwest corner of Imhoff Road and Oakhurst Avenue)

§ 1. WHEREAS, Lennar Homes of Oklahoma, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the PUD, Planned Unit Development District (O-1112-20), and placed in a new PUD, Planned Unit Development District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the PUD, Planned Unit Development District and place the same in the PUD, Planned Unit Development District, to wit:

A part of the Southeast Quarter (SE/4) of Section FOUR (4), Township EIGHT (8) North, Range TWO (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: Beginning at the Southwest corner of said Southeast Quarter (SE/4); thence North 01°03’37” West on the West line of said Southeast Quarter (SE/4) a distance of 690.98 feet to the Southwest corner of Lot 22, Block 32 of Oakhurst Addition Section 12; thence South 90°00’00” East on the South line of Oakhurst Addition Section 12 a distance of 1249.28 feet to the West line of Oakhurst Avenue; thence South 00°00’00” West a distance of 590.11 feet; thence South 44°51’52” West a distance of 36.86 feet; thence South 01°09’54” East

a distance of 50.00 feet to the South line of said Southeast Quarter (SE/4); thence South 88°50'06" West on said South line a distance of 1211.76 feet to the Point of Beginning, less and except: Lot ONE (1), in Block ONE (1), of CRIMSON CREEK ADDITION SECTION 1, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

§ 5. Further, pursuant to the provisions of Section 22:420 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the PUD Narrative and Site Development Plan, approved by the Planning Commission on May 12, 2022, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

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

ADOPTED this _____ day of

_____, 2022.

_____
(Mayor)

NOT ADOPTED this _____day of

_____, 2022.

_____
(Mayor)

ATTEST:

_____
(City Clerk)

THE VILLAGES

A PLANNED UNIT DEVELOPMENT
NORMAN, OKLAHOMA

APPLICANT:
LENNAR HOMES OF OKLAHOMA, LLC

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT
PRELIMINARY PLAT
2025 AMENDMENT

Submitted April 4, 2022
Revised May 6, 2022

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

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A. Legal Description of the Property
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I. INTRODUCTION

This Planned Unit Development ("**PUD**") seeks to rezone a tract of property, containing approximately 16.32 acres, located in Ward 1 of the City of Norman. The Applicant seeks to develop the site into a single-family residential community. The homes to be built within the development will be detached homes. The property is located North of E. Imhoff Road and West of Oakhurst Avenue. The property is more particularly described on the attached **Exhibit A** (the "**Property**"). The Property is currently zoned as a Planned Unit Development (O-1112-20) that allows for a mixed-use development featuring multi-family apartments and commercial office uses. Accordingly, the NORMAN 2025 Land Use Plan Designation is Mixed-Use. The Property is not currently platted.

The Applicant seeks to rezone the Property to this PUD in order to put forth the parameters for which the development of the Property as a single-family residential community will be phased over time as market absorption permits. This proposal will remove the existing allowances for multi-family apartments and commercial office uses. Additionally, the Applicant will plat the Property in order to facilitate this proposed development.

II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS

A. Location

The Property is located in Ward 1, North of E. Imhoff Road and West of Oakhurst Avenue.

B. Existing Land Use and Zoning

The Property is currently zoned as a PUD that contemplates a mixed-use development with multi-family apartment units and commercial office uses. The Property's current NORMAN 2025 Land Use Plan Designation is Mixed Use. This request seeks to amend the Property's NORMAN 2025 Land Use Plan Designation to Low Density Residential. The properties to the North and Northeast of the Property are zoned R-1, Single Family Dwelling, with a NORMAN 2025 Land Use Plan Designation of Low Density Residential. The property to the East is zoned PUD for multi-family use, with a NORMAN 2025 Land Use Plan Designation of Medium Residential. The Property surrounds an office park that is zoned CO, Suburban Office Commercial, with a NORMAN 2025 Land Use Plan Designation of Office. The property located South of E. Imhoff Road is zoned I-1, Light Industrial, with a NORMAN 2025 Land Use Plan Designation of Industrial. The property to the West is zoned A-2, Rural Agricultural, with a NORMAN 2025 Land Use Plan Designation of Low Density Residential. A small tract to the Southwest of the Property is zoned I-1, Light Industrial, but has a NORMAN 2025 Land Use Plan Designation of Low Density Residential.

C. Elevation and Topography

The Property is undeveloped. The elevations range from approximately 1172 feet to 1150 feet with the highest elevations located near the Southeast corner of the Property and the lowest natural elevations located near the North property line.

D. Drainage

A drainage report has been provided by the Applicant to City Staff as part of the Preliminary Plat application. It is currently anticipated that drainage controls for the development will be located in the Northeast corner of the Property, subject to review and approval by City Staff in accordance with the application ordinances.

E. Utility Services

The necessary utility services for this project are already located in close proximity to the Property. The Applicant shall extend such utility services to the Property, as necessary.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicant as such are required by applicable City codes, ordinances, and/or regulations.

G. Traffic Circulation and Access

Access to the Property shall be permitted in the manner depicted on the attached Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property is planned to accommodate a detached single-family residential development. The Property shall be developed in compliance with the Site Development Plan, attached hereto, subject to final revisions or adjustments allowed by the City's PUD ordinance, as discussed below. The Exhibits attached hereto, and as submitted on behalf on the Applicant, are incorporated herein by reference and further depict the development criteria for the Property. The proposed development will feature 109 platted single-family residential lots.

A. Uses Permitted:

The allowable uses for the Property shall mirror those uses that are allowed in the City of Norman's R-1, Single-Family Dwelling zoning district. A complete list of the allowable uses for the Property is attached as **Exhibit C**.

B. Area Regulations:

The lots within the Property shall comply with the following regulations:

Front Yard: The minimum depth of the front yard setback shall be ten (10') feet provided that all garages shall have a minimum nineteen (19') foot front yard setback to allow for a parking space in the driveway. In the event a Lot has street frontage on multiple sides, the front yard setback shall only apply along the frontage designated on the Site Development Plan as the 10' front yard setback and the remaining frontage may be treated as said Lot's side yard.

Side Yard: The minimum depth of the side yard setback shall be five (5') feet provided that roof, gutter, window, patio, patio coverings, and similar improvement overhangs shall be allowed to encroach upon the side yard setback, up to a maximum of two (2') feet.

Rear Yard: The minimum depth of the rear yard setback shall be ten (10') feet, with the allowance for unenclosed patios, sheds, and similar common residential accessory improvements (i.e., gazebos, storm shelters, etc.) to be five (5') feet from the rear property line.

Lot Coverage & Height: The maximum lot coverage for all structures, as well as impervious area, shall be no more than sixty-five percent (65%) of the total lot area. Houses will not exceed thirty-five (35') feet or two (2) stories in height. An accessory building shall not exceed a wall height of ten (10') feet.

Lot Size: The minimum lot width for this PUD shall be thirty (30') feet at the front building line and twenty-five (25') feet along street frontage. The minimum lot area shall be a minimum of three thousand (3,000) square feet. No more than one (1) main dwelling shall be constructed on any one lot.

C. Miscellaneous Development Criteria

1. Site Development Plan

The Site Development Plan for the Property, **Exhibit B-1** attached hereto, and Typical Lot Layouts, **Exhibit B-2** attached hereto, are concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD and the development of the Property shall be generally constructed as presented thereon, subject to final design development and the changes allowed by Section 22.420(7) of the City of Norman's PUD Ordinance, as may be amended from time to time.

2. Open Space/Common Area

Open space and green space areas are located throughout the Property, as shown on the Open Space Exhibit attached hereto as **Exhibit D**. A minimum of 10% of the Property shall be designated as Open Space.

3. Signage

The entrance to the Property may contain entryway signage and associated walls, fences, and decorative features, in order to identify the addition. The signage may be lighted and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines. The maximum square footage shall comply with the provisions of the City of Norman Signage Code that are applicable to R-1, Single Family Dwelling district.

4. Traffic Access/Circulation and Sidewalks

Access to the Property shall be in the manner shown on the Site Development Plan. Sidewalks will be installed within the development as shown on the attached Site Development Plan, in compliance with the City's standards.

5. Landscaping/Parkland

Landscaping shall be installed in order to meet or exceed the City of Norman's applicable landscaping requirements for development of single-family residential lots. The Applicant requests fee in lieu of parkland donation due to the proximity of various parks in the surrounding area.

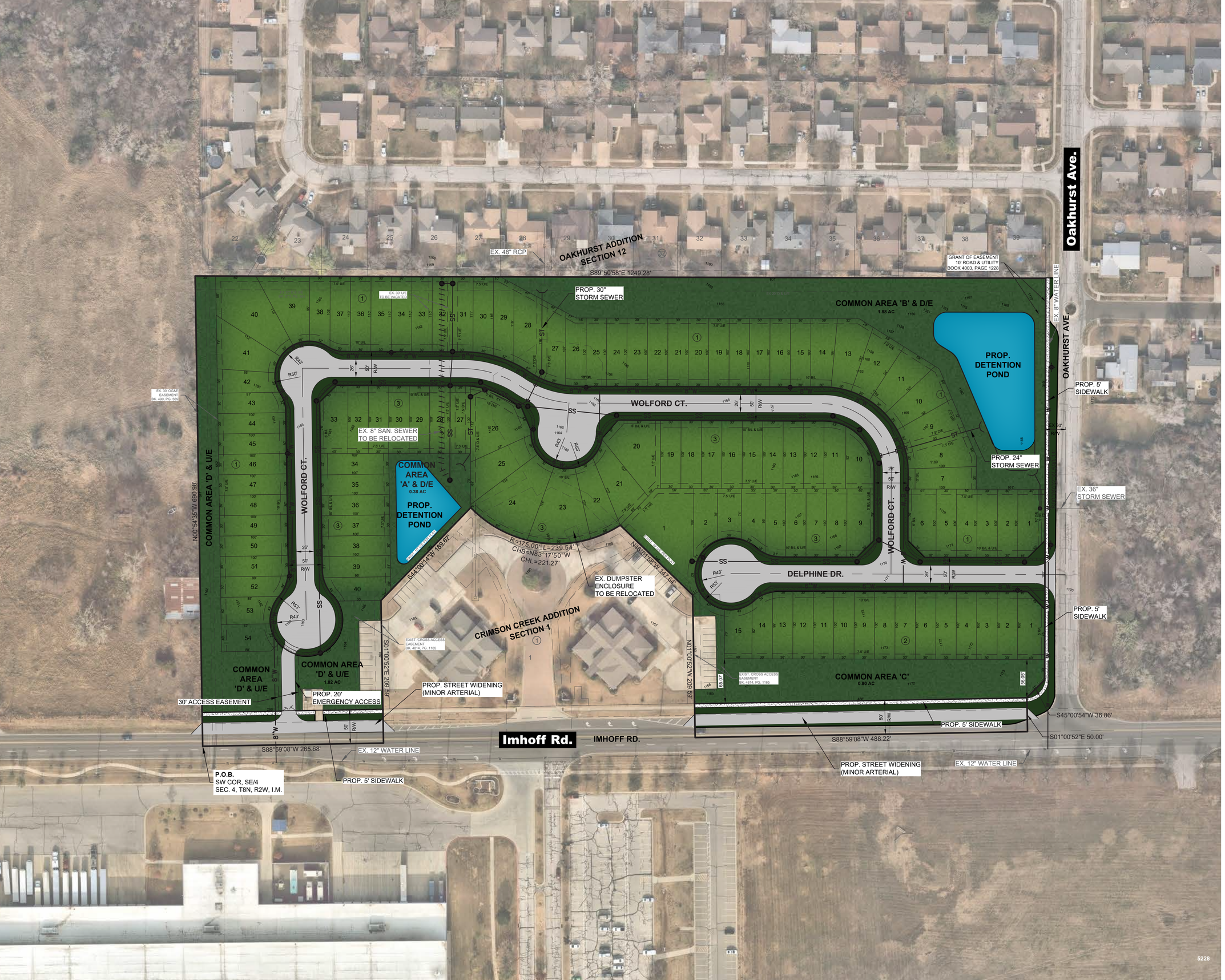
6. Roll Off Dumpsters

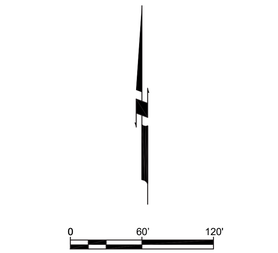
Roll off dumpsters shall be allowed for temporary construction purposes on the Property.

EXHIBIT A

Legal Description of the Property

A part of the Southeast Quarter (SE/4) of Section FOUR (4), Township EIGHT (8) North, Range TWO (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: Beginning at the Southwest corner of said Southeast Quarter (SE/4); thence North 01°03'37" West on the West line of said Southeast Quarter (SE/4) a distance of 690.98 feet to the Southwest corner of Lot 22, Block 32 of Oakhurst Addition Section 12; thence South 90°00'00" East on the South line of Oakhurst Addition Section 12 a distance of 1249.28 feet to the West line of Oakhurst Avenue; thence South 00°00'00" West a distance of 590.11 feet; thence South 44°51'52" West a distance of 36.86 feet; thence South 01°09'54" East a distance of 50.00 feet to the South line of said Southeast Quarter (SE/4); thence South 88°50'06" West on said South line a distance of 1211.76 feet to the Point of Beginning, less and except: Lot ONE (1), in Block ONE (1), of CRIMSON CREEK ADDITION SECTION 1, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.





LOCATION MAP

SCALE: 1"=2000'

Imhoff Rd & Oakhurst Ave

The Villages

Site Development Plan

109 Lots

16.3205 acres

Exhibit B-1

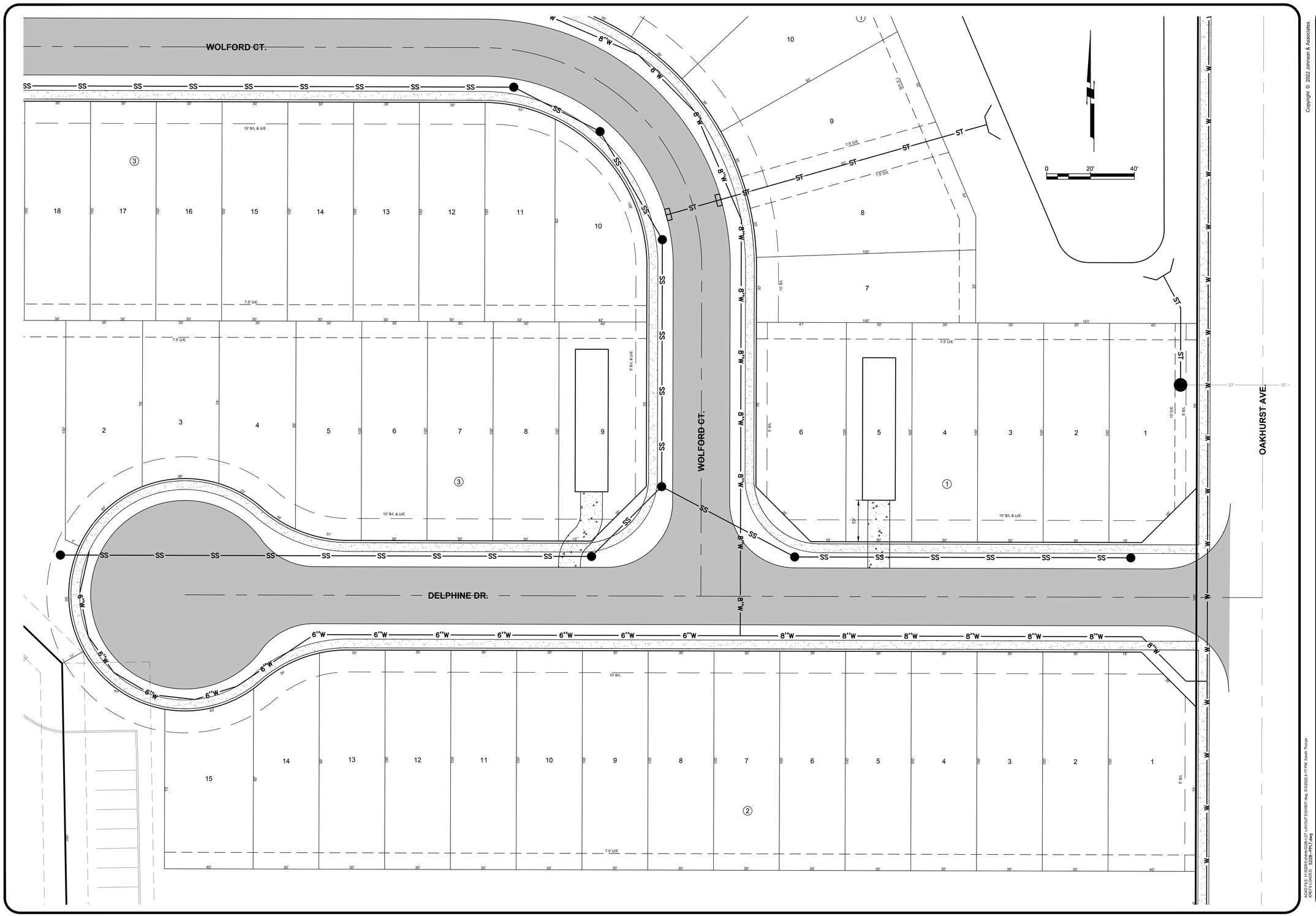
JOHNSON & ASSOCIATES

Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078

ENGINEERS SURVEYORS PLANNERS

5/6/2022

Conceptual site plan showing feasible option permitted under proposed rezoning



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REVISIONS

NO.	DESCRIPTION	DATE

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8070 www.jaokc.com
Certificate of Authorization #1484 Exp. Date: 06-30-2023
- ENGINEERS - SURVEYORS - PLANNERS -

THE VILLAGES
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA
TYPICAL LOT LAYOUT
EXHIBIT B-2

Proj. No.:
Date: 05-03-22
Scale: 1"= 20'
Checked By:
Approved By:

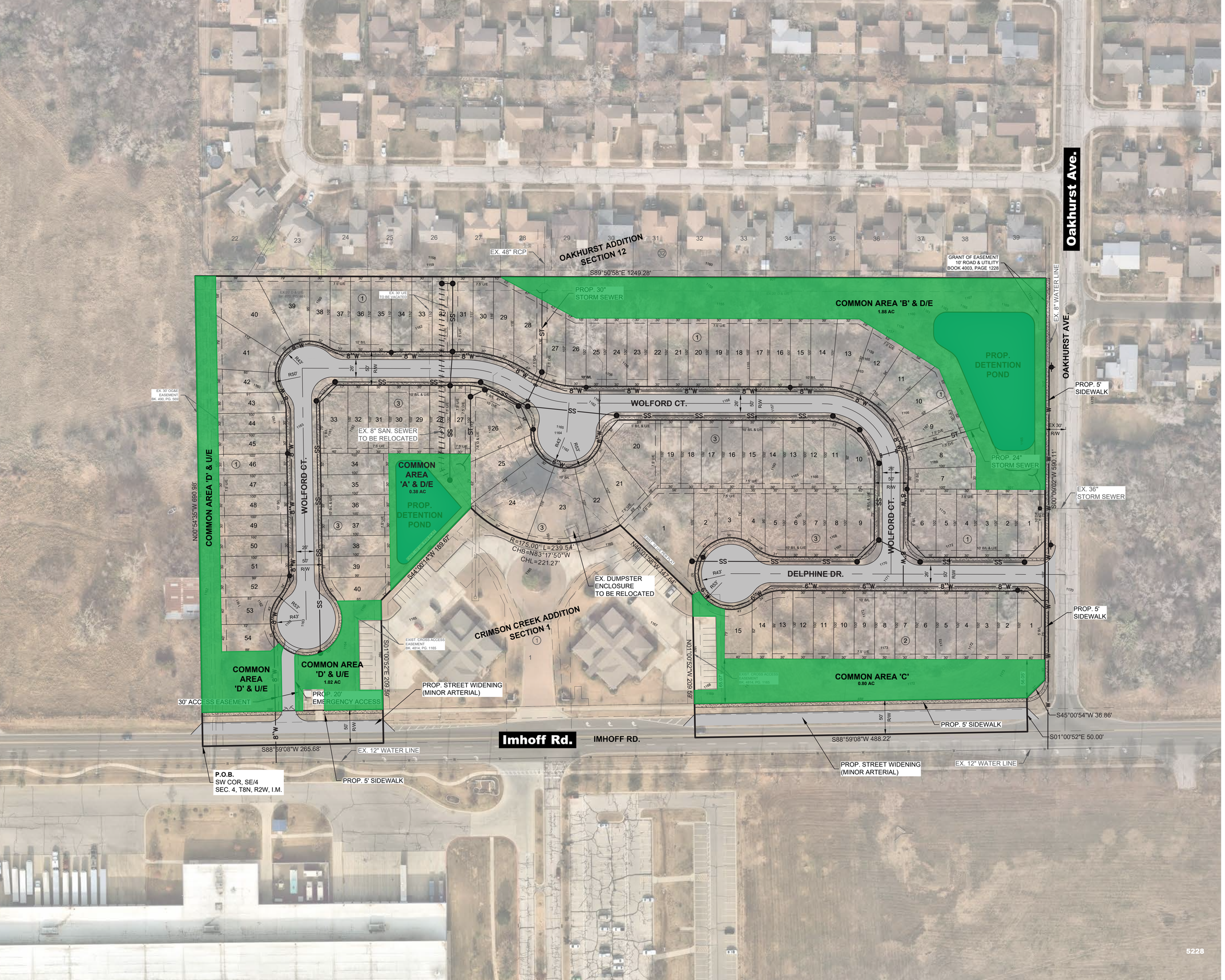
SHEET NUMBER
EX1

X:\PLOT DIR\2022\5228-PP\LOT LAYOUT EXHIBIT.dwg 5/3/2022 4:17 PM Seth Thorpe
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THE VILLAGES

EXHIBIT C
Allowable Uses

- Detached single family dwellings;
- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Municipal recreation or water supply;
- Accessory buildings;
- Model homes and/or Sales Office, subject to the applicable permits; and
- Temporary Parking Lots.
- Short-Term Rentals



0 60' 120'

Imhoff Rd & Oakhurst Ave

The Villages

Open Space Exhibit

Total Open Space: +/- 3.86 acres

Preliminary Plat: 16.3205 acres
(23.7% Open Space)

Exhibit D

JOHNSON & ASSOCIATES

Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078

ENGINEERS SURVEYORS PLANNERS

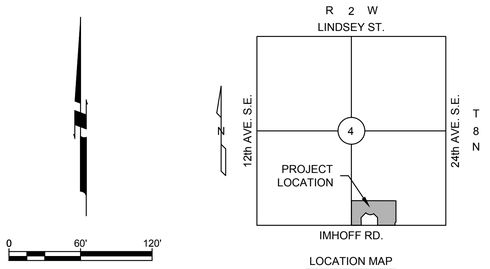
5/6/2022

PRELIMINARY PLAT
of

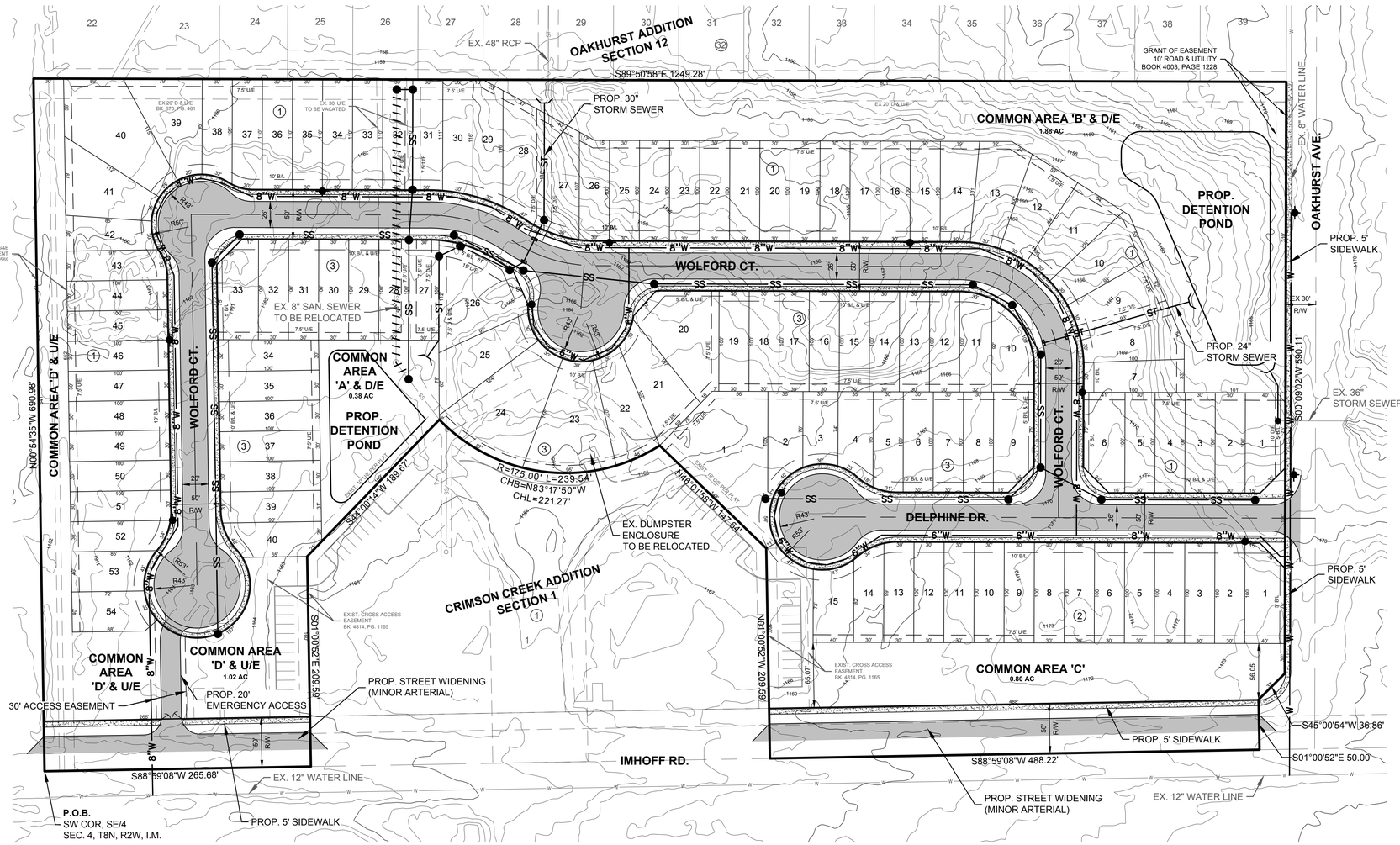
THE VILLAGES

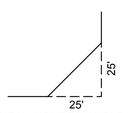
A PLANNED UNIT DEVELOPMENT

BEING A PART OF SE/4, SEC. 4, T8N, R2W, I.M.
AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1"=2000'





TYPICAL SIGHT TRIANGLE

UTILITY LEGEND

- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED 8" SANITARY SEWER LINE
- PROPOSED STORM SEWER LINE
- PROPOSED FIRE HYDRANT

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
STAT. R/W = STATUTORY RIGHT OF WAY
L.N.A. = LIMITS OF NO ACCESS
C.A.= COMMON AREA
B/L = BUILDING LIMIT LINE
U/E = UTILITY EASEMENT
D/E = DRAINAGE EASEMENT
D & U/E = DRAINAGE & UTILITY EASEMENT

LEGAL DESCRIPTION

A part of the Southeast Quarter (SE/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the southwest comer of said Southeast Quarter (SE/4);

THENCE North 01°03'37" West on the west line of said Southeast Quarter (SE/4) a distance of 690.98 feet to the southwest comer of Lot 22, Block 32 of OAKHURST ADDITION SECTION 12;

THENCE South 90°00'00"' East on the south line of OAKHURST ADDITION SECTION 12 a distance of 1249.28 feet to the west line of Oakhurst Avenue;

THENCE South 00°00'00" West a distance of 590.11 feet;

THENCE South 44°51'52" West a distance of 36.86 feet;

THENCE South 01°09'54" East a distance of 50.00 feet to the south line of said Southeast Quarter (SE/4);

THENCE South 88°50'06" West on said south line a distance of 1211.76 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Lot One (1), in Block One (1) of CRIMSON CREEK ADDITION SECTION 1, to Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 21 of Plats, Page 53.

Said described tract of land contains a gross area of 710,923 square feet or 16.3205 acres and a net area, less streets rights of way, of 672,679 square feet or 15.4426 acres, more or less.

Notes:

1. All islands/medians within street rights-of-way, and arterial landscaping with its irrigation system, shall be maintained by the property owners association within THE VILLAGES.

2. Drainage detention facility easements are hereby established as shown to provide for detention of storm surface water and constructed as approved by the city engineer. All maintenance within the drainage detention facility easement shall be the right, duty and responsibility of the property owners association in the plat of THE VILLAGES; however, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the city, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and born upon said property owners association. Officials representing the public works department, shall have the right to enter upon the easement for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the public works department, property owners association may construct improvements within the easement, provided the improvement does not interfere with the function of the detention facility.

OWNER / DEVELOPER

LENNAR HOMES
1707 MARKETPLACE BLVD. SUITE 100
IRVING, TX 75063

ENGINEER

JOHNSON & ASSOCIATES, INC.
1 E. SHERIDAN AVE., SUITE 200
OKLAHOMA CITY, OKLAHOMA 73104
(405) 235-8075

TOTAL ACRES = 16.3205 AC

TOTAL UNITS = 109

TOTAL COMMON AREA = 4.0815 AC

TOTAL % COMMON AREA = 25%

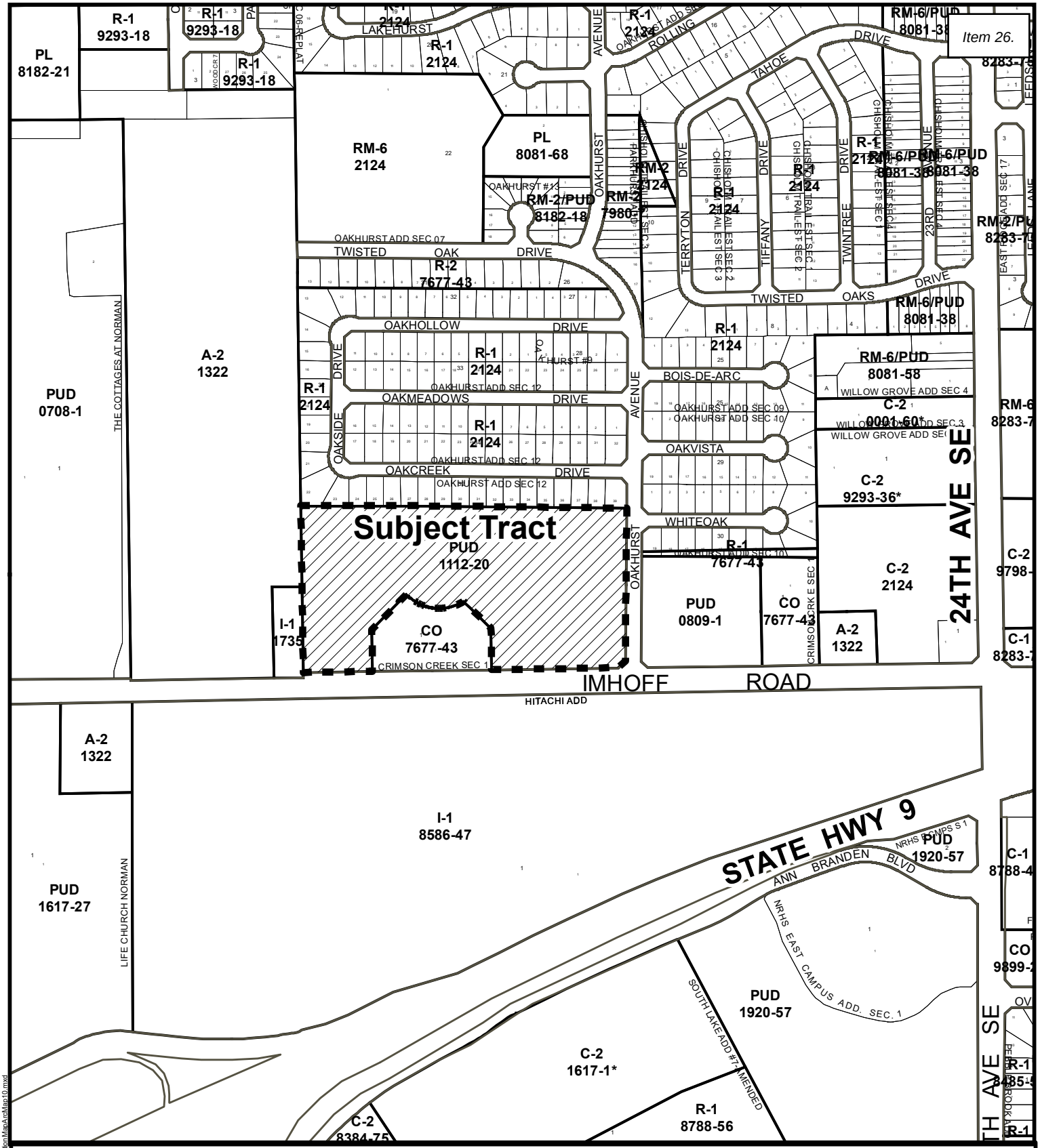
PRELIMINARY PLAT
of

THE VILLAGES

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

ACAD FILE: H:\5228\5228-PPLT.dwg, 5/3/2022 5:01 PM, Chris Gettings
XREFS LOADED: 5228-PREL-LOC.dwg

Copyright © 2022 Johnson & Associates



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.

N W E S

April 6, 2022

0 250 500 Ft.

Subject Tract

Zoning

\\con-silon\cityde.partments\GIS\ArcGIS10.Map Templates\8x11_LocationMapArcMap10.mxd

Applicant: Lennar Homes of Oklahoma, LLC

Project Location: North of E. Imhoff Rd. and west of Oakhurst Ave.

Case Number: PD22-06

Time: 6:00 p.m.

Applicant/Representative
Gunner Joyce (Attorney for Applicant)

Attendees
David Glaze
Ryan Glaze
Randy Reynolds
Allen Ahlert
Caleb Ball
Emma Bingham
Dayla Bingham

City Staff
Ken Danner, Subdivision Development Manager
Heather Poole, Assistant City Attorney II
Colton Wayman, Planner I

Application Summary
The applicant requests to rezone from the current PUD, Planned Unit Development to a new PUD, Planned Unit Development to allow for a single-family subdivision with smaller lots and setbacks than what is currently allowed.

Neighbor's Comments/Concerns/Responses
The neighbors were interested to know when the project would be presented to Planning Commission and City Council. In addition, neighbors were interested to know what the proposed side yard setbacks would be. The representative of the applicant did not give a specific number, explaining that was still being determined for the PUD narrative. A neighbor also indicated that a natural spring exists on the site. The representative of the applicant explained that the spring would be diverted. Neighbors were interested to know the proposed square footages of the homes. The representative of the applicant could not provide neighbors with general square footage numbers as he was unsure what they would be. The representative of the applicant explained that a common area would be provided for the development and is yet to be determined for the site plan. Finally, neighbors were interested to know why one of the driveways was situated so far west. The representative of the applicant explained that the City preferred this location for traffic-related reasons.

ORDINANCE NO. O-2122-42 ITEM NO. 5

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Lennar Homes of Oklahoma, LLC
REQUESTED ACTION	Rezoning to PUD, Planned Unit Development
EXISTING ZONING	PUD, Planned Unit Development
SURROUNDING ZONING	North: R-1, Single Family Dwelling District East: R-1, Single Family Dwelling District, and PUD, Planned Unit Development South: CO, Suburban Office Commercial District, and I-1, Light Industrial District West: A-2, Rural Agricultural District, and I-1, Light Industrial District
LOCATION	N.W. Corner of E. Imhoff Road and Oakhurst Avenue
SIZE	16.32 acres, more or less
PURPOSE	Single-family residential neighborhood
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Single Family Residential East: Vacant/Single Family Residential South: Light Industrial West: Vacant

SYNOPSIS: Lennar Homes of Oklahoma is requesting to rezone property containing approximately 16.32 acres from PUD, Planned Unit Development, that consisted of apartment and specific special uses, to a new PUD, Planned Unit Development, to allow for single-family residential development. The PUD is requested to allow for setbacks, lot coverage, and lot sizes that differ from the R-1, Single-Family Dwelling District requirements.

HISTORY: This property was initially zoned CO, Suburban Office Commercial District, in 1977. In 2012, the property was rezoned to PUD, Planned Unit Development, with Ordinance

No. O-1112-20 to allow for apartment development in addition to specific special uses enumerated under both RM-6 and CO. These special uses were the following:

- Church, temple, or other place of worship;
- Child care center;
- Off-street parking;
- Office buildings;
- Convalescent home, rest home, nursing home, or assisted living center.

ZONING ORDINANCE CITATION:

SEC. 420 – PLANNED UNIT DEVELOPMENT

Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

(a) A maximum choice in the types of environment and living units available to the public.
(b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
(c) Maximum enhancement and minimal disruption of existing natural features and amenities.
(d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
(e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
(f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

EXISTING ZONING: The existing zoning for the subject property is PUD, Planned Development, allowing for apartment development in addition to specific special uses and requirements enumerated under both RM-6, Medium Density Apartment District, and CO, Suburban Office Commercial District.

ANALYSIS: The particulars of the new PUD include:

USE: The PUD Narrative includes the following uses:

- Detached single family dwellings;
- Family day care home;
- General purpose farm or garden;
- Home occupations;
- Municipal recreation or water supply;
- Accessory buildings;
- Model homes and/or Sales Office, subject to the applicable permits;
- Temporary Parking Lots; and
- Short-Term Rentals.

OPEN SPACE/PARKLAND: Open space and green space areas are located throughout the Property, as shown on the Open Space Exhibit (Exhibit D). The Open Space Exhibit proposes 23.7% of the site as open space. Notably, open space/landscaping is proposed adjacent to E. Imhoff Road to minimize impacts from the loading docks owned by Hitachi.

PHASES: Homes will be phased over time as market absorption permits.

SITE PLAN/ACCESS: The Site Development Plan is shown in Exhibit B-1. This development has one emergency access off E. Imhoff Road and full access off Oakhurst Avenue. The Site Development Plan shows 109 single-family residential lots in addition to common area throughout the site.

AREA REGULATIONS: The applicant is requesting the following area regulations for the development:

- Front yard setback: The minimum depth of the front yard setback shall be ten (10') feet provided that all garages shall have a minimum nineteen (19') foot front yard setback to allow for a parking space in the driveway. In the event a lot has street frontage on multiple sides, the front yard setback shall only apply along the frontage designated on the Site Development Plan as the 10' front yard setback and the remaining frontage may be treated as said lot's side yard;
- Side yard setback: The minimum depth of the side yard setback shall be five (5') feet provided that roof, gutter, window, patio, patio coverings, and similar improvement overhangs shall be allowed to encroach upon the side yard setback, up to a maximum of two (2') feet;
- Rear yard setback: The minimum depth of the rear yard setback shall be ten (10') feet, with the allowance for unenclosed patios, sheds, and similar common residential accessory improvements (i.e., gazebos, storm shelters, etc.) to be five (5') feet from the rear property line;
- Coverage: The maximum lot coverage for all structures, as well as impervious area, shall be no more than sixty-five percent (65%) of the total lot area;
- Height: Houses will not exceed thirty-five (35') feet or two (2) stories in height. An accessory building shall not exceed a wall height of ten (10') feet; and

- Lot Size: The minimum lot width for this PUD shall be thirty (30') feet at the front b line and twenty-five (25') feet along street frontage. The minimum lot area shall be a minimum of three thousand (3,000) square feet.

LANDSCAPING: Landscaping shall be installed in order to meet or exceed the City of Norman's applicable landscaping requirements for development of single-family residential lots. Additional landscaping is proposed adjacent to E. Imhoff Road to minimize impacts from the loading docks owned by Hitachi.

SIGNAGE: The entrance to the Property may contain entryway signage and associated walls, fences, and decorative features, in order to identify the addition. The signage may be lighted and landscaped with appropriate vegetation and planter boxes designed so as not to interfere with traffic sight lines. The maximum square footage shall comply with the provisions of the City of Norman Signage Code that are applicable to R-1, Single-Family Dwelling District.

ALTERNATIVES/ISSUES:

IMPACTS: The proposed PUD changes the use of the property from its current zoning. The proposed rezoning will change the property from an office/apartment use to a single-family residential use. Given that the intensity of the use will change, less traffic is predicted for the proposed PUD compared to the current zoning designation.

OTHER AGENCY COMMENTS:

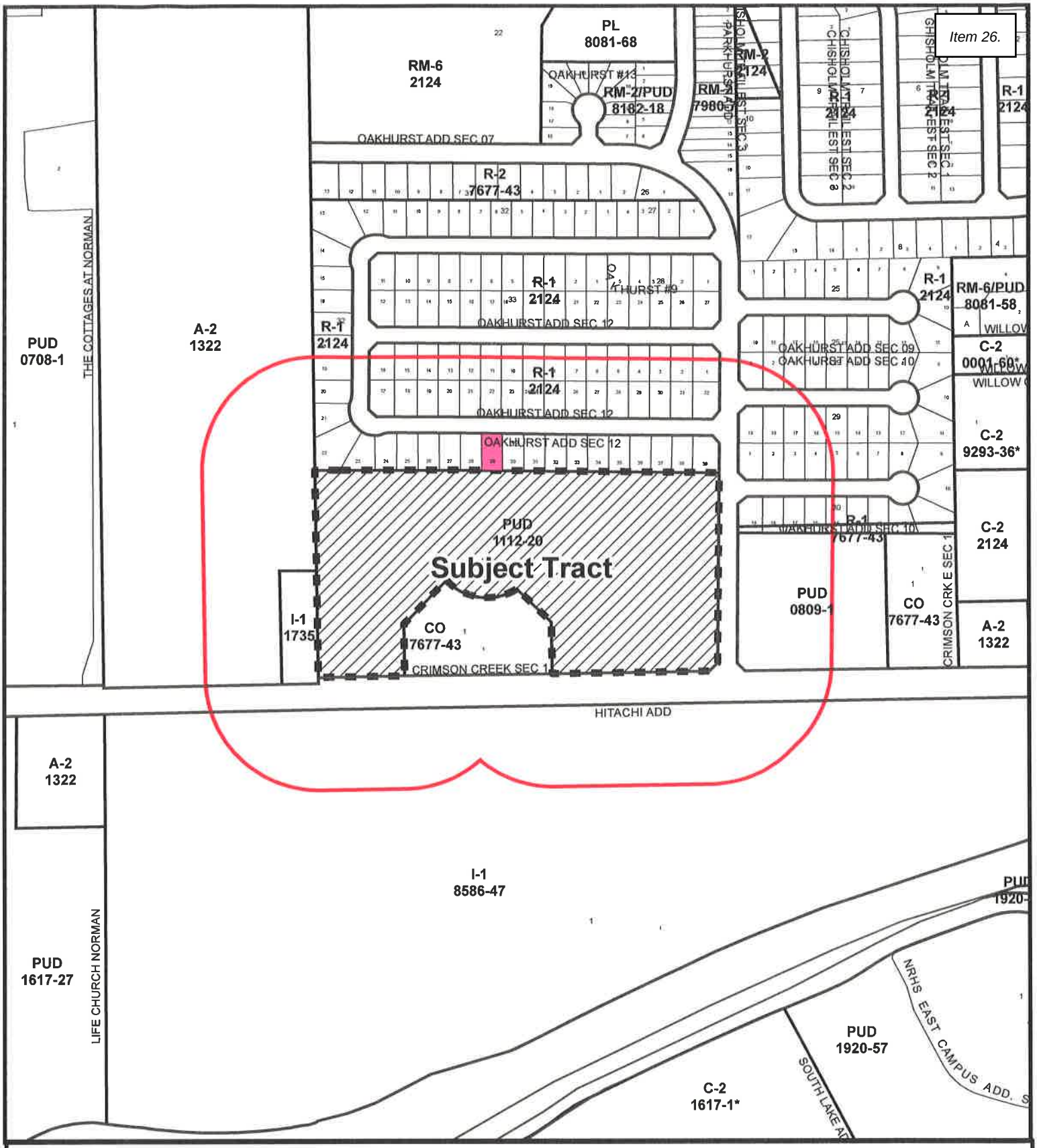
PUBLIC WORKS: Sanitary sewer and water improvements are available to the site. The proposed streets will be constructed to City standards. Sidewalks will be installed adjacent to the street. Stormwater runoff will be conveyed to proposed detention ponds.

PREDEVELOPMENT: PD 22-05, March 24, 2022
The neighbors were interested to know when the project would be presented to Planning Commission and City Council. In addition, neighbors were interested to know what the proposed side yard setbacks would be. The representative of the applicant did not give a specific number, explaining that was still being determined for the PUD Narrative. A neighbor also indicated that a natural spring exists on the site. The representative of the applicant explained that the spring would be diverted. Neighbors were interested to know the proposed square footages of the homes. The representative of the applicant could not provide neighbors with general square footage numbers as he was unsure what they would be. The representative of the applicant explained that a common area would be provided for the development and is yet to be determined for the site plan. Finally, neighbors were interested to know why one of the driveways was situated so far west on the site. The representative of the applicant explained that the City preferred this location for traffic-related reasons.

GREENBELT COMMISSION: GB 22-09, April 19, 2022
Greenbelt forwards this item with no additional comments.

CONCLUSION: Staff forwards this request for rezoning from PUD, Planned Unit Development to a new PUD, Planned Unit Development, as Ordinance No. O-2122-42 for consideration by the Planning Commission and a recommendation to City Council.

ITEMS 4, 5, 6
Lennar Homes of Oklahoma, L.L.C.
PROTEST MAP & LETTERS



Protest Map

0.52% Protest Within Notification Area

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.

N W E S

0 200 400 Feet

May 10, 2022

Subject Tract

Notification Area

Protest

Protest Outside Notification A

To whom it may concern: May 9th, 2022

My name is Kristen Gifford and this is my formal written protest to the request of land use and rezoning that directly affects my property at 1906 Oakcreek Drive.

I purchased my home in 2019 solely because of the backyard and wooded area view. I was advised before purchasing that this land was green belt and nothing would be built on this property. This was a deciding factor in purchasing this property as a home for my son and I.

Now three years later, I am left feeling like I was more than swindled. as a 115 home neighborhood is now being proposed to take over the uninterrupted woodland, even though I was advised nothing would be built behind my property. This will directy affect my property, the value of my property, as well as any future issues as in storm water run off.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 5-9-22

Kristen Gifford

Removing this well preserved piece of nature would demolish acres of trees and agriculture. This would also interrupt and negatively impact current inhabited wild life; multiple species of birds, including owls, families of foxes, frogs, squirrels etc. The rose rocks in this area would also be affected.

Rezoning this area would have a negative impact on traffic and the already stressed transportation system. The Stop light at 24th ave SE and hwy 9 is already at full capacity and the worst functioning stop light in Norman. Then 400+ new residents who would use this stop light daily, as it is already maxed out.

I strongly disapprove for this proposal to tear away uninterrupted land that will negatively affect the wild life, nature, traffic, noise and my property. I protest in every way that I can and hope that the assurance I was given that this property will remain green belt with nothing built on it and remains as is.

Sincerely, Kristen Gifford Kristen Gifford

GBC 22-09

APPLICANT	Lennar Homes of Oklahoma, LLC
LOCATION	16.32 acres of property generally located north of E. Imhoff Road and west of Oakhurst Avenue
PROPOSAL	The Villages Preliminary Plat & NORMAN 2025 Land Use Plan Amendment; Plat and rezone approximately 16.32 acres from PUD, Planned Unit Development to a new PUD, Planned Unit Development to allow for a single-family subdivision with smaller lots and setbacks.
NORMAN 2025 LAND USE	Current: Mixed Use Proposed: Low Density Residential
LAND USE	Current: Vacant Proposed: Single-family residential

Greenbelt Commission Final Comments - GBC 22-09

Greenbelt forwards this item with no additional comments.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 12, 2022

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 12th day of May, 2022.

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

Chair Erica Bird called the meeting to order at 6:38 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Kevan Parker Steven McDaniel Erica Bird Dave Boeck Shaun Axton Michael Jablonski
MEMBERS ABSENT	Erin Williford

A quorum was present.

STAFF MEMBERS PRESENT	Jane Hudson, Director, Planning & Community Development Lora Hoggatt, Planning Services Manager Colton Wayman, Planner I Roné Tromble, Recording Secretary Bryce Holland, Multimedia Specialist Beth Muckala, Asst. City Attorney Todd McLellan, Development Engineer Jami Short, Traffic Engineer

* * *

NON-CONSENT ITEMS

Item No. 4, being:

R-2122-111 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2122-111: LENNAR HOMES OF OKLAHOMA, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM MIXED USE DESIGNATION TO LOW DENSITY RESIDENTIAL DESIGNATION FOR APPROXIMATELY 16.32 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. IMHOFF ROAD AND WEST OF OAKHURST AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report
3. Pre-Development Summary

and

Item No. 5, being:

O-2122-42 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-42: LENNAR HOMES OF OKLAHOMA, L.L.C. REQUESTS REZONING FROM PUD, PLANNED UNIT DEVELOPMENT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 16.32 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. IMHOFF ROAD AND WEST OF OAKHURST AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-D
4. Pre-Development Summary

and

Item No. 5, being:

PP-2122-12 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-12: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY LENNAR HOMES OF OKLAHOMA, L.L.C. (JOHNSON & ASSOCIATES) FOR THE VILLAGES, A SIMPLE PLANNED UNIT DEVELOPMENT FOR 16.32 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. IMHOFF AVENUE AND WEST OF OAKHURST AVENUE, WITH A VARIANCE IN THE CUL-DE-SAC LENGTH.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Request for Variance
6. Site Development Plan
7. Pre-Development Summary
8. Greenbelt Commission Comments

PRESENTATION BY STAFF:

1. Colton Wayman reviewed the staff report, a copy of which is filed with the minutes. There was 0.52% protest within the notification area.

2. Mr. Jablonski asked about open space/recreation areas.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, Rieger Law Group, representing the applicant, addressed the protest and explained the proposal. He addressed the open space question, and noted the location of an existing park, as well as the decision of the Parks Board for fee in lieu of park.

2. Mr. Boeck asked whether the homes will be accessible. He also commented on the front-facing garages.

3. Ms. Bird asked the difference in size of the open space between this PUD and the previous PUD. Ms. Hudson jndicated they are very close. Mr. Rieger explained the PUD regulations require 10-15%, and this is at 23%. This also maintains the 65% impervious per lot.

4. Ms. Bird asked if the PUD allows manufactured or pre-fab homes. Mr. Rieger responded it does not.

5. Mr. Boeck asked the square footage of the units. Mr. Rieger responded 1,000-1,200 square feet.

6. Ms. Bird asked if these could be characterized as a lower income housing type. Mr. Rieger did not think so.

7. Mr. Jablonski commented that he would be happier if the common area along the north were locked into the PUD as a treed area for wildlife.

AUDIENCE PARTICIPATION:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
1. Mr. Jablonski thinks the area is too far away from a park.

Dave Boeck moved to recommend adoption of Resolution No. R-2122-111, Ordinance No. O-2122-42, and PP-2122-12, to City Council. Kevan Parker seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck, Shaun Axton
NAYES	Michael Jablonski
MEMBERS ABSENT	Erin Williford

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2122-111, Ordinance No. O-2122-42, and PP-2122-12 to City Council, passed by a vote of 5-1.

* * *

File Attachments for Item:

27. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE VILLAGES ADDITION, A PLANNED UNIT DEVELOPMENT. (NORTHWEST CORNER OF EAST IMHOFF ROAD AND OAKHURST AVENUE.)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE VILLAGES ADDITION, A PLANNED UNIT DEVELOPMENT. (NORTHWEST CORNER OF EAST IMHOFF ROAD AND OAKHURST AVENUE.)

BACKGROUND:

This item is a preliminary plat for The Villages Addition, a Planned Unit Development, that is located at the northwest corner of East Imhoff Road and Oakhurst Avenue. The preliminary plat consists of 16.32 acres, 109 single-family dwelling lots and 5 common areas. The street layout consists of interior streets ending in a cul-de-sac. The cul-de-sac, as designed, exceeds the maximum length prescribed by City ordinance and a variance has been requested by the Applicant. To mitigate the requested variance, an emergency access is being provided as a secondary point of access during emergencies. Public Works staff have reviewed the potential for providing a full access on East Imhoff Road and find that the requested variance also avoids conflict with an existing AT&T facility. The existing facility would not accommodate appropriate alignment for a full access and would also make installation of a sidewalk difficult on the east side of the street. Public Works staff, Traffic staff and Fire Department staff have reviewed the street layout and are not opposed to the request for a variance in the cul-de-sac length for Wolford Court due to the number of lots proposed and the emergency access being provided.

Planning Commission, at its meeting of May 12, 2022, recommended to City Council amending the NORMAN 2025 Land Use and Transportation Plan placing this property from Mixed Use Designation to Low Density Residential Designation and recommended to City Council placing this property in the PUD, Planned Unit Development and removing it from PUD, Planned Unit Development. Also, Planning Commission recommended to City Council that a variance in the cul-de-sac length for Wolford Court be approved and the preliminary plat for The Villages Addition, a Planned Unit Development be approved.

DISCUSSION:

The proposed 109 single-family residential lots in this addition are expected to generate approximately 1,038 trips per day, 82 AM peak hour trips, and 109 PM peak hour trips. The developer submitted a traffic impact analysis documenting the trip generation information for

these 109 single family residential lots. The proposed location of the development is at the northeast corner of the intersection of Imhoff Road and Oakhurst Avenue.

STREET	NO. OF LANES	BACKGROUND TRAFFIC (Veh/day)	PROJECTED TRAFFIC (Veh/day)	TOTAL PROJECTED TRAFFIC (Veh/day)	ROADWAY CAPACITY L.O.S. "E"	% CAPACITY USED (BACKGROUND)	% CAPACITY USED (PROJECTED)
Imhoff Rd	3-4	3,430	830	4,260	25,650	13.37	16.61
Oakhurst Avenue	2	2,500*	1,038	3,538	13,680	18.27	26.86

*Assumed Average Daily Traffic count, it was not provided in Traffic Impact Analysis submitted.

The proposed addition will access the new street into the addition identified as Delphine Drive which will connect to Oakhurst Avenue. The proposed emergency access connecting the cul-de-sac at the end of Delphine Drive to Imhoff Road will not be open to the public. Oakhurst Avenue connects to Imhoff Road just to the south and eventually connects to Lindsey Street approximately one mile to the north. Capacity exceeds demand in this area. As such, no off-site improvements are anticipated.

PUBLIC IMPROVEMENTS.

1. **Fire Hydrants**. Fire hydrants will be installed in accordance with approved plans. Their locations have been reviewed by the Fire Department.

2. **Sanitary Sewers**. Sanitary sewer mains will be installed to serve the development. These improvements will be constructed in accordance with approved plans and City and State Department of Environmental Quality standards.

3. **Sidewalks**. Sidewalks will be constructed adjacent to the interior residential streets. Sidewalks will be constructed adjacent to Imhoff Road and Oakhurst Avenue.

4. **Storm Sewers**. Stormwater runoff will be conveyed to proposed privately maintained detention facilities.

5. **Streets**. Interior streets will be constructed in accordance with approved plans and City paving standards. Imhoff Road will be constructed as a Minor Urban Arterial Street. Oakhurst Avenue is existing. Wolford Court exceeds the 600' cul-de-sac length. However, an emergency access has been provided at the end of the cul-de-sac connecting to Imhoff Road

6. **Water Mains**. Water mains will be installed in accordance with approved plans and City and Oklahoma Department of Environmental Quality standards. There is an existing 12-inch water main adjacent to Imhoff Road and an 8-inch water main adjacent to Oakhurst Avenue.

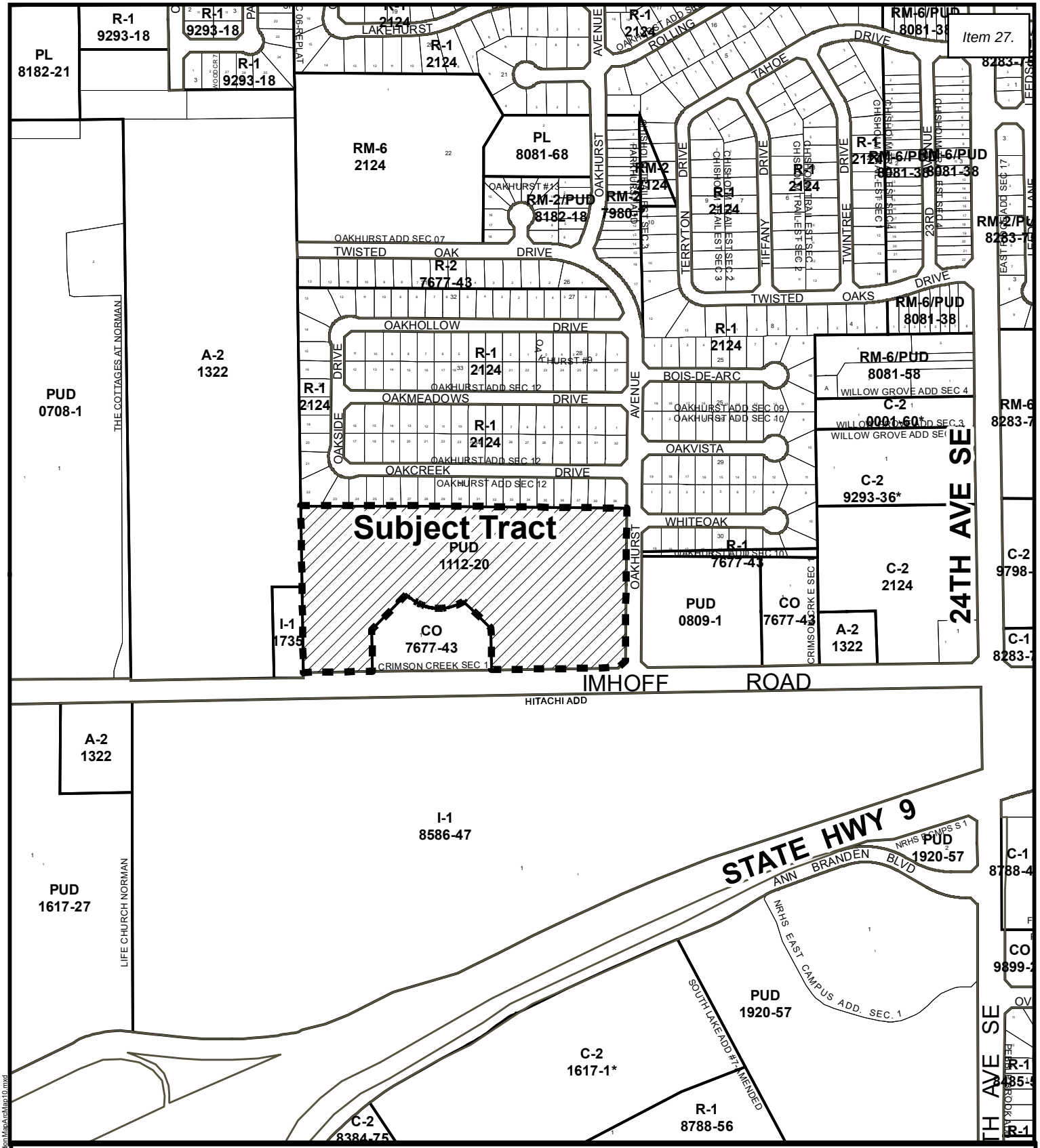
PUBLIC DEDICATIONS.

1. **Rights-of-Way and Easements**. All rights-of-way and easements will be dedicated to the City with final platting.

2. **Park Land**. A fee in lieu of park land will be required with final platting.

RECOMMENDATIONS:

Staff recommends approval of the request for a variance in the cul-de-sac length for Wolford Court and the preliminary plat for The Villages Addition, a Planned Unit Development.



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.

N W E S

April 6, 2022

0 250 500 Ft.

Subject Tract

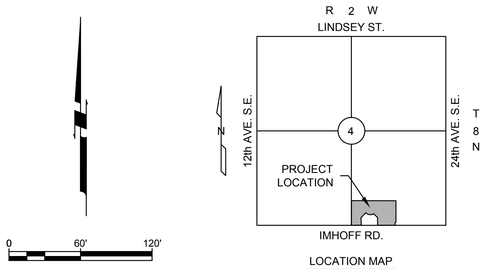
Zoning

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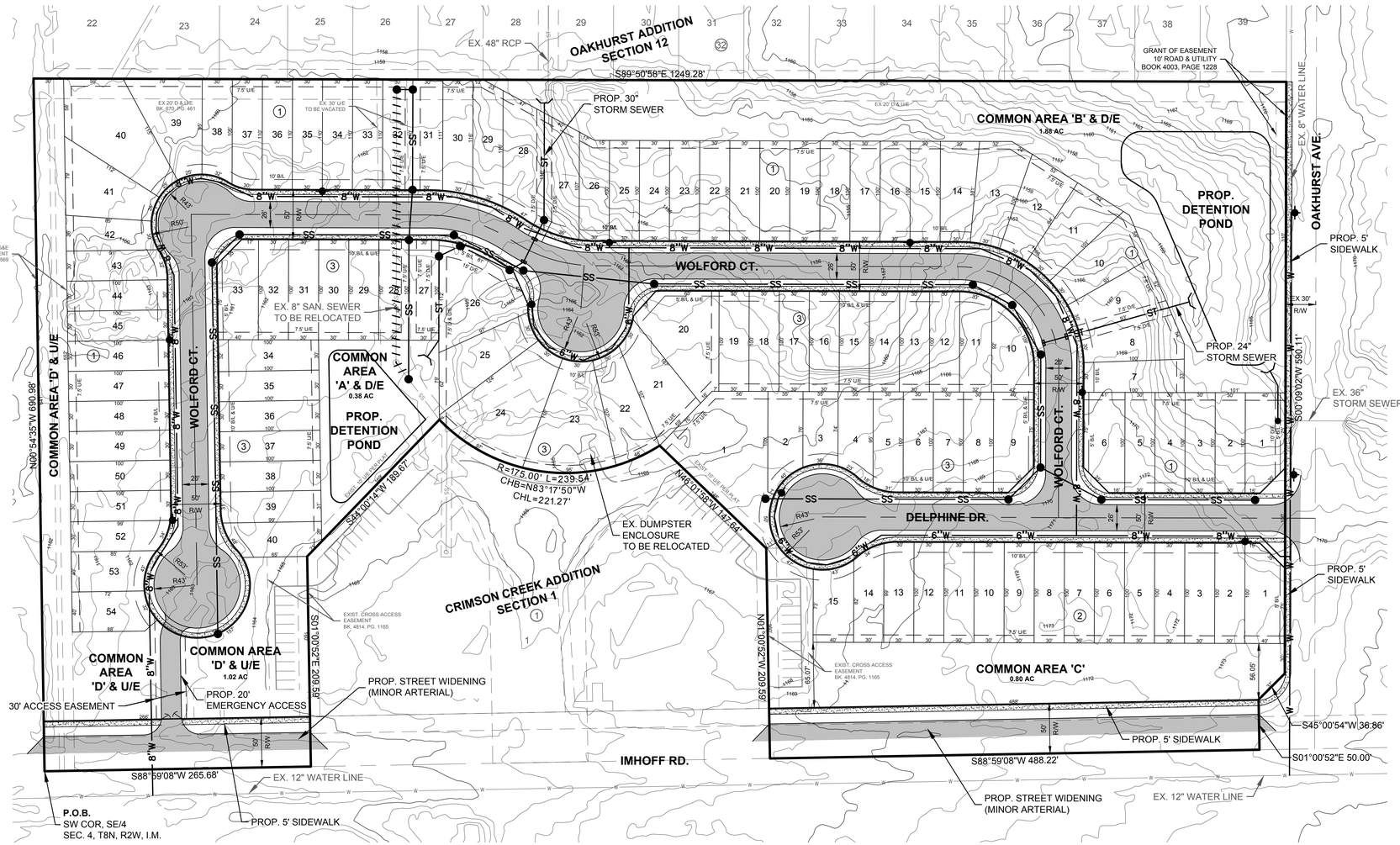
PRELIMINARY PLAT
of
THE VILLAGES

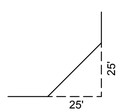
A PLANNED UNIT DEVELOPMENT

BEING A PART OF SE/4, SEC. 4, T8N, R2W, I.M.
AN ADDITION TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



LOCATION MAP
SCALE: 1"=2000'





TYPICAL SIGHT TRIANGLE

UTILITY LEGEND

- EXISTING WATER LINE
- EXISTING SANITARY SEWER LINE
- PROPOSED WATER LINE
- PROPOSED 8" SANITARY SEWER LINE
- PROPOSED STORM SEWER LINE
- PROPOSED FIRE HYDRANT

LEGEND:

P.O.C. = POINT OF COMMENCEMENT
P.O.B. = POINT OF BEGINNING
R/W = RIGHT OF WAY
STAT. R/W = STATUTORY RIGHT OF WAY
L.N.A. = LIMITS OF NO ACCESS
C.A.= COMMON AREA
B/L = BUILDING LIMIT LINE
U/E = UTILITY EASEMENT
D/E = DRAINAGE EASEMENT
D & U/E = DRAINAGE & UTILITY EASEMENT

LEGAL DESCRIPTION

A part of the Southeast Quarter (SE/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

BEGINNING at the southwest comer of said Southeast Quarter (SE/4);

THENCE North 01°03'37" West on the west line of said Southeast Quarter (SE/4) a distance of 690.98 feet to the southwest comer of Lot 22, Block 32 of OAKHURST ADDITION SECTION 12;

THENCE South 90°00'00"' East on the south line of OAKHURST ADDITION SECTION 12 a distance of 1249.28 feet to the west line of Oakhurst Avenue;

THENCE South 00°00'00" West a distance of 590.11 feet;

THENCE South 44°51'52" West a distance of 36.86 feet;

THENCE South 01°09'54" East a distance of 50.00 feet to the south line of said Southeast Quarter (SE/4);

THENCE South 88°50'06" West on said south line a distance of 1211.76 feet to the POINT OF BEGINNING.

LESS AND EXCEPT:

Lot One (1), in Block One (1) of CRIMSON CREEK ADDITION SECTION 1, to Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 21 of Plats, Page 53.

Said described tract of land contains a gross area of 710,923 square feet or 16.3205 acres and a net area, less streets rights of way, of 672,679 square feet or 15.4426 acres, more or less.

Notes:

1. All islands/medians within street rights-of-way, and arterial landscaping with its irrigation system, shall be maintained by the property owners association within THE VILLAGES.
2. Drainage detention facility easements are hereby established as shown to provide for detention of storm surface water and constructed as approved by the city engineer. All maintenance within the drainage detention facility easement shall be the right, duty and responsibility of the property owners association in the plat of THE VILLAGES; however, if maintenance is neglected or subject to other unusual circumstances and is determined to be a hazard or threat to public safety by the city, corrective maintenance may be performed by the governing jurisdiction with costs assessed to and born upon said property owners association. Officials representing the public works department, shall have the right to enter upon the easement for purposes of periodic inspection and/or corrective maintenance of the facility. Upon receiving written approval from the public works department, property owners association may construct improvements within the easement, provided the improvement does not interfere with the function of the detention facility.

OWNER / DEVELOPER

LENNAR HOMES
1707 MARKETPLACE BLVD. SUITE 100
IRVING, TX 75063

ENGINEER

JOHNSON & ASSOCIATES, INC.
1 E. SHERIDAN AVE., SUITE 200
OKLAHOMA CITY, OKLAHOMA 73104
(405) 235-8075

TOTAL ACRES = 16.3205 AC

TOTAL UNITS = 109

TOTAL COMMON AREA = 4.0815 AC

TOTAL % COMMON AREA = 25%

PRELIMINARY PLAT
of
THE VILLAGES

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

Copyright © 2022 Johnson & Associates

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Planning Commission Agenda
May 12, 2022

PRELIMINARY PLAT ITEM NO. 6

STAFF REPORT

ITEM: Consideration of a preliminary plat for **THE VILLAGES, A PLANNED UNIT DEVELOPMENT**.

LOCATION: Located at the northwest corner of the intersection of Imhoff Road and Oakhurst Avenue.

INFORMATION:

1. Owners. Lennar Homes of Oklahoma, L.L.C.
2. Developer. Lennar Homes of Oklahoma, L.L.C.
3. Engineer. Johnson & Associates.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1314 annexing this property into the Norman Corporate City Limits without zoning.
2. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.
3. October 10, 1968. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in R-1, Single-Family Dwelling District and removed from A-2, Rural Agricultural District.
4. December 17, 1968. City Council adopted Ordinance No. 2124 placing this property in R-1, Single-Family Dwelling District and removing it from A-2, Rural Agricultural District.
5. February 3, 1977. The Norman Board of Parks Commissioners recommended park land in connection with the preliminary plat for Oakhurst Section 9. Park land is located north of this property within the Oakhurst Development.
6. February 10, 1977. Planning Commission, on a vote of 8-0, recommended to City Council that this property be placed in CO, Suburban Office Commercial District and removed from R-1, Single-Family Dwelling District.

7. February 10, 1977. Planning Commission, on a vote of 8-0, tabled the preliminary plat of Oakhurst Addition, Section 9.

8. March 1, 1977. City Council adopted Ordinance No. O-7677-43 placing this property in CO, Suburban Office Commercial District and removing it from A-2, Rural Agricultural District.

9. March 10, 1977. Planning Commission, on a vote of 7-1, approved the preliminary plat for Oakhurst Addition, Section 9.

10. March 10, 1982. In accordance with the City Code, approval of the preliminary plat for Oakhurst Addition, Section 9, became null and void.

11. April 3, 2003. The Norman Board of Parks Commissioners, on a vote of 6-0, recommended fee in lieu of park land for Crimson Park Addition.

12. April 10, 2003. Planning Commission, on a vote of 9-0, recommended to City Council the denial of amending the Norman 2020 Land Use and Transportation Plan from Office Designation to Medium Density Residential Designation.

13. April 10, 2003. Planning Commission, on a vote of 9-0, recommended to City Council that this property should not be placed in the PUD, Planned Unit Development District, and removed from CO, Suburban Office Commercial District.

14. April 10, 2003. Planning Commission, on a vote of 9-0, recommended denial of the preliminary plat for Crimson Park Addition.

15. May 13, 2003. The applicant withdrew the land use change, rezoning and preliminary plat requests.

16. June 9, 2005. Planning Commission, on a vote of 6-0, recommended to City Council that the preliminary plat for Crimson Creek Addition be approved.

17. July 12, 2005. City Council approved the preliminary plat for Crimson Creek Addition.

18. July 12, 2010. The approvals of the preliminary plat for Crimson Creek Addition became null and void.

19. January 12, 2012. Planning Commission, on a vote of 6-2, recommended to City Council the amending of the Norman 2025 Land Use and Transportation Plan from Office Designation to Mixed Use Designation (office and/or residential use).

20. January 12, 2012. Planning Commission, on a vote of 6-2, recommended to City Council that this property be placed in Planned Unit Development (PUD) and removed from CO, Suburban Office Commercial District.

21. January 12, 2012. Planning Commission, on a vote of 6-2, recommended to City Council the approval of the preliminary plat for The Village at Oakhurst Addition, a Planned Unit Development.

22. February 9, 2012. City Council amended the NORMAN 2025 Land Use and Transportation Plan placing this property in the Mixed Use Designation (Office or Residential Use) and removing it from Office Designation.

23. February 9, 2012. City Council adopted Ordinance No. O-1112-20 placing this property in the PUD, Planned Unit Development and removing it from CO, Suburban Office Commercial District.

24. February 9, 2012. City Council approved the preliminary plat for The Village at Oakhurst.

25. May 5, 2022. The Norman Board of Parks Commissioners recommended fee in lieu of park land dedication for The Villages, a Planned Unit Development.

26. May 12, 2022. The applicant has submitted a request to Planning Commission amending the NORMAN 2025 Land Use and Transportation Plan from Mixed Use Designation to Low Density Residential Designation.

27. May 12, 2022. The applicant has submitted a request to Planning Commission rezoning this property from PUD, Planned Unit Development to PUD, Planned Unit Development.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans and City Standards. Their locations have been approved by the Fire Department.

2. Sanitary Sewers. Sanitary sewer mains will be installed in accordance with approved plans and City and Oklahoma Department of Environmental Quality standards.

3. Sidewalks. Sidewalks will be required adjacent to Imhoff Road, Oakhurst Avenue and the interior street.

4. Storm Sewers. Storm water run off will be conveyed to a proposed privately-maintained detention facility within this ownership.

5. Streets. Imhoff Road will be constructed in accordance with approved plans and City paving standards. Oakhurst Avenue is existing. The interior street will be constructed to City paving standards. Wolford Court exceeds the 600' cul-de-sac length. However, an emergency access has been provided at the end of the cul-de-sac connecting to Imhoff Road.

6. Water Mains. Water mains will be installed in accordance with approved plans and City and Oklahoma Department of Environmental Quality standards. There is an existing 12-inch water main adjacent to Imhoff Road and an 8-inch water main adjacent to Oakhurst Avenue.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.

2. Rights-of-Way. All street rights-of-way will be dedicated to the City on the final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map, site plan, preliminary plat and letter of request for a variance in the cul-de-sac length are included in the Agenda Book

STAFF COMMENTS AND RECOMMENDATION: This property consists of 16.32 acres, 109 single-family dwelling lots and 5 common areas. The street layout consists of interior streets ending in a cul-de-sac. An emergency access is being provided as a secondary point of access during emergencies. Traffic staff and Fire Department staff have reviewed the street layout and are not opposed to the proposal due to the number of lots proposed and the emergency access being provided. As a result, staff can support a request for a variance in the cul-de-sac length for Wolford Court and the preliminary plat for The Villages, a Planned Unit Development.

ACTION NEEDED: Recommend approval or disapproval of the request for a variance in the cul-de-sac length for Wolford Court and approval or disapproval of the preliminary plat for The Villages, a Planned Unit Development to City Council.

ACTION TAKEN:_____

JOHNSON & ASSOCIATES

1 EAST SHERIDAN, SUITE 200
OKLAHOMA CITY, OK 73104
(405) 235-8075
FAX (405) 235-8078

May 4, 2022

City of Norman
Engineering Services Division
201 W. Gray St., Bldg. A
Norman, OK 73069

Attention: Ken Danner, Subdivision Development Manager

RE: The Villages: Variance Request

Dear Ken:

Pursuant to City requirements we are submitting a request for a variance to the required maximum cul-de-sac length of 600 feet outlined in Section 19-410.O in the City of Norman Municipal Code. This variance request is for The Villages Preliminary Plat, a proposed residential development located northwest of E Imhoff Rd. & Oakhurst Ave. in south Norman. This requested variance is to permit the proposed layout which includes a street network that winds through the proposed development. For the reasons outlined below, we believe this variance is appropriate and necessary.

Being located at the northwest corner of Imhoff Rd. & Oakhurst Ave., the subject site is uniquely shaped and narrow. There is an existing business park that the proposed development surrounds on three sides. This unique shape and the existence of the business park does not allow adequate space for a looped street within the developable area. Additionally, the existing business park's drive is in line with the existing Hitachi drive on the south side of Imhoff Rd. To avoid any potential conflicts with loading traffic or noise that Hitachi experiences and to limit the number of drives on Imhoff Rd. the entrance to this proposed development will be located on Oakhurst Ave. The location of the entrance on Oakhurst Ave. and the resulting cul-de-sacs provides the most efficient layout of the proposed development. Through this layout the future residents will be provided an ample landscaped buffer from Imhoff Rd. to alleviate potential noise conflicts in addition to the construction of a berm on Imhoff Rd.

To ensure emergency access is maintained to the development there is a 20-foot emergency access drive that will be accessed from Imhoff Rd. on the west side of the development. This proposed emergency access point will provide an additional exit/entrance location for Fire and other emergency vehicles as needed during an emergency. The existence of this emergency access drive, we believe, eliminates any cause for concern for fire or police access.

For the abovementioned reasons including the limits of the developable area, potential conflicts with the existing drives and the availability of an emergency access drive we believe this proposed variance is appropriate and necessary for the proposed The Villages neighborhood. Should you have any questions or comments about this variance request, please feel free to contact this office.

Respectfully submitted,

Timothy W. Johnson, P.E.
JOHNSON & ASSOCIATES

TWJ/rw
Attachment(s)
cc: Mark W. Zitzow, AICP, Johnson & Associates
[5228 000/ PA]

Applicant: Lennar Homes of Oklahoma, LLC

Project Location: North of E. Imhoff Rd. and west of Oakhurst Ave.

Case Number: PD22-06

Time: 6:00 p.m.

Applicant/Representative
Gunner Joyce (Attorney for Applicant)

Attendees
David Glaze
Ryan Glaze
Randy Reynolds
Allen Ahlert
Caleb Ball
Emma Bingham
Dayla Bingham

City Staff
Ken Danner, Subdivision Development Manager
Heather Poole, Assistant City Attorney II
Colton Wayman, Planner I

Application Summary
The applicant requests to rezone from the current PUD, Planned Unit Development to a new PUD, Planned Unit Development to allow for a single-family subdivision with smaller lots and setbacks than what is currently allowed.

Neighbor's Comments/Concerns/Responses
The neighbors were interested to know when the project would be presented to Planning Commission and City Council. In addition, neighbors were interested to know what the proposed side yard setbacks would be. The representative of the applicant did not give a specific number, explaining that was still being determined for the PUD narrative. A neighbor also indicated that a natural spring exists on the site. The representative of the applicant explained that the spring would be diverted. Neighbors were interested to know the proposed square footages of the homes. The representative of the applicant could not provide neighbors with general square footage numbers as he was unsure what they would be. The representative of the applicant explained that a common area would be provided for the development and is yet to be determined for the site plan. Finally, neighbors were interested to know why one of the driveways was situated so far west. The representative of the applicant explained that the City preferred this location for traffic-related reasons.

GBC 22-09

APPLICANT	Lennar Homes of Oklahoma, LLC
LOCATION	16.32 acres of property generally located north of E. Imhoff Road and west of Oakhurst Avenue
PROPOSAL	The Villages Preliminary Plat & NORMAN 2025 Land Use Plan Amendment; Plat and rezone approximately 16.32 acres from PUD, Planned Unit Development to a new PUD, Planned Unit Development to allow for a single-family subdivision with smaller lots and setbacks.
NORMAN 2025 LAND USE	Current: Mixed Use Proposed: Low Density Residential
LAND USE	Current: Vacant Proposed: Single-family residential

Greenbelt Commission Final Comments - GBC 22-09

Greenbelt forwards this item with no additional comments.

CITY OF NORMAN
Development Review Form
Transportation Impacts

DATE: May 3, 2022 **CONDUCTED BY:** Jami L. Short, P.E.
City Traffic Engineer

PROJECT NAME: The Villages **PROJECT TYPE:** Residential
Owner: Lennar Homes
Developer's Engineer: Johnson & Associates
Developer's Traffic Engineer: Johnson & Associates

SURROUNDING ENVIRONMENT (Streets, Developments)
The areas surrounding this site are generally low to high density residential to the north and west with commercial uses to the south and further west, and institutional uses to the east. Imhoff Road is the main east/west roadway, and Oakhurst Avenue is the main north/south roadway.

ALLOWABLE ACCESS:
The access will be in accordance with Section 4018 of the City's Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)
Imhoff Road: 3-4 lanes (existing and future). Speed Limit— 35 mph. No distance problems. No median.
Oakhurst Avenue: 2 lanes (existing and future). Speed Limit— 25 mph. No distance problems. No median.

ACCESS MANAGEMENT CODE COMPLIANCE: **YES** ■ **NO** ☐

Proposed access for the development will comply with what is allowed in the subdivision regulations.

TRIP GENERATION

	Total	In	Out
Weekday	1,038	519	519
A.M. Peak Hour	82	21	61
P.M. Peak Hour	109	69	40

TRANSPORTATION IMPACT STUDY REQUIRED? **YES** ■ **NO** ☐

The study, as submitted, determined that no immediate improvements were needed based on the project development trip generated traffic volumes. The development is proposed for location along the north side of Imhoff Road and to the west of Oakhurst Avenue.

RECOMMENDATION: **APPROVAL** ■ **DENIAL** ☐ **N/A** ☐ **STIPULATIONS** ☐

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed addition will access Oakhurst Avenue with a new entrance street identified as Delphine Drive and will access Imhoff Road to the south from Oakhurst Avenue. One additional emergency access is shown at the end of the cul-de-sac on Delphine Drive connecting to Imhoff Road, but this access will not be open to the public. Capacity exceeds current demand in this area. As such, no off-site improvements are anticipated.

JOHNSON & ASSOCIATES

1 EAST SHERIDAN, SUITE 200
OKLAHOMA CITY, OK 73104
(405) 235-8075
FAX (405) 235-8078

April 4, 2022

City of Norman
Engineering Services Division
201 W. Gray St., Bldg. A
Norman, OK 73069

Attention: Ken Danner

RE: The Villages: Preliminary Plat Application

Dear Ken:

On behalf of our client, Lennar Homes, we are submitting a request for a Preliminary Plat application for property located northwest of E Imhoff Rd. & Oakhurst Ave. in south Norman. The subject site is currently zoned as PUD 1112-20 with base zonings of RM-6, "Medium Density Apartment District" and CO, "Suburban Office Commercial District". The property is currently undeveloped. The proposed development includes 109 lots. This application seeks to plat the property, totaling 18.45 acres, to develop as single-family residential.

Please find attached the following submittal documents for the above referenced project:

- Preliminary Plat Application
- Letter of Authorization
- Warranty Deed
- Legal Description
- Preliminary Plat (5 full size copies)
- Drainage Report
- Traffic Impact Report
- Filing Fee: $334.50

Please review the following information for its completeness and place this application on the Planning Commission docket for ***May 12, 2022***. Should you have any questions or comments, please feel free to contact this office.

Respectfully submitted,

Timothy W. Johnson, P.E.
JOHNSON & ASSOCIATES

TWJ/rw
Attachment(s)
cc: Mark W. Zitzow, AICP, Johnson & Associates
[5228 000/ PA]

P:\5228\PA\PPLT\sub ltr.docx

Villages at Oakhurst Land, LLC
11902 S Granite Ave.
Tulsa, OK 74137
918-409-9206

March 30, 2022

City of Norman
Planning and Community Development
201-A West Gray
Norman, OK 73070

Attn: Ms. Jane Hudson, Planning and Community Development Director

RE: Letter of Authorization for Submittal to the City

Dear Jane,

As owner/representative of the subject property, I hereby authorize Johnson & Associates to act as agents on our behalf in the submittal and processing of this Preliminary Plat application and all subsequent applications to the City of Norman. If you have any questions or comments, please feel free to contact me at the number listed above.

Respectfully Submitted,



Curtis L Rice - Manager

cc: Mark W. Zitzow, AICP, Johnson & Associates
File: 5228/PA

Filed: 10-29-2012 04:19:11 PM Doc Number: R 2012 42421 Book: RB 5073 Page:1464

OR 121364460
1492.50
13.00

Doc# R 2012 42421
Bk&Pg RB 5073 1464
Filed 10-29-2012 04:19:11 PM
Cleveland County, OK
AD
WD

SPECIAL WARRANTY DEED
(Statutory Form - Corporation)

KNOW ALL MEN BY THESE PRESENTS:

That **RCB BANK, an Oklahoma Corporation**, a corporation, party of the first part, in consideration of the sum of TEN AND NO/100 dollars, and other valuable considerations, in hand paid, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto **VILLAGE AT OAKHURST LAND, LLC, an Oklahoma Limited Liability Co.**, party(IES) of the second part, the following described real property and premises situated in **Cleveland** County, State of Oklahoma, to-wit

A part of the Southeast Quarter (SE/4) of Section FOUR (4), Township EIGHT (8) North, Range TWO (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows: Beginning at the Southwest corner of said Southeast Quarter (SE/4); thence North 01°03'37" West on the West line of said Southeast Quarter (SE/4) a distance of 690.98 feet to the Southwest corner of Lot 22, Block 32 of Oakhurst Addition Section 12; thence South 90°00'00" East on the South line of Oakhurst Addition Section 12 a distance of 1249.28 feet to the West line of Oakhurst Avenue; thence South 00°00'00" West a distance of 590.11 feet; thence South 44°51'52" West a distance of 36.86 feet; thence South 01°09'54" East a distance of 50.00 feet to the South line of said Southeast Quarter (SE/4); thence South 88°50'06" West on said South line a distance of 1211.76 feet to the Point of Beginning, Less and except: Lot ONE (1), in Block ONE (1), of CRIMSON CREEK ADDITION SECTION 1, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

LESS AND EXCEPT any interest in and to all of the oil, gas and mineral rights which have been previously conveyed or reserved of records and subject to easements, restrictive covenants and rights of way of record.

RETURN TO:
VILLAGE AT OAKHURST LAND, LLC
11902 S. GRANITE AVE
TULSA, OK 74137

TAXES TO:
VILLAGE AT OAKHURST LAND, LLC,
11902 S. GRANITE AVE
TULSA, OK 74137

State of Oklahoma
Cleveland County
Documentary Stamps
$ 1,492.50

together with all the improvements thereon, and the appurtenances thereunto belonging

TO HAVE AND TO HOLD said described premises unto the said parties of the second part, heirs and assigns, forever, free, clear and discharged of and from all former grants, charges, taxes, judgments, mortgages and other liens and encumbrances created by or through the undersigned, and no other.

Signed and delivered this 24 th day of October, 2012.

RCB BANK, an Oklahoma Corporation

BY: _____
TIM CUTSINGER, EXECUTIVE VICE PRESIDENT,
on behalf of the corporation

STATE OF OKLAHOMA }
} ss
COUNTY OF Rogers }

Before me, a Notary Public in and for this state, on this 24 th day of October, 2012, personally appeared TIM CUTSINGER. to me known to be the identical person who subscribed the name of the maker thereof to the foregoing instrument as its EXECUTIVE VICE PRESIDENT, of RCB BANK, an Oklahoma Corporation, and acknowledged to me that he executed the same as his free and voluntary act and deed, of such corporation, for the uses and purposes therein set forth.

_____
Signature Of Notary Public Or Other Official

Notarial Stamp Or Seal (Or Other Title Or Rank)

OFFICIAL SEAL
DAISY DOWTY
Comm # 08000499
Comm. Exp 5/11/16

File # 12136460

8052

Legal Description

A part of the Southeast Quarter (SE/4) of Section Four (4), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Beginning at the Southwest Corner of said Southeast Quarter (SE/4); Thence North 01°03'37" West on the West line of said Southeast Quarter (SE/4) a distance of 690.98 feet to the Southwest Corner of Lot 22, Block 32 of Oakhurst Addition Section 12; Thence South 90°00'00" East on the South line of Oakhurst Addition Section 12 a distance of 1249.28 feet to the West line of Oakhurst Avenue; Thence South 00°00'00" West a distance of 590.11 feet; Thence South 44°51'52" West a distance of 36.86 feet; Thence South 01°09'54" East a distance of 50.00 feet to the South line of said Southeast Quarter (SE/4); Thence South 88°50'06" West on said South line a distance of 1211.76 feet to the point of beginning.

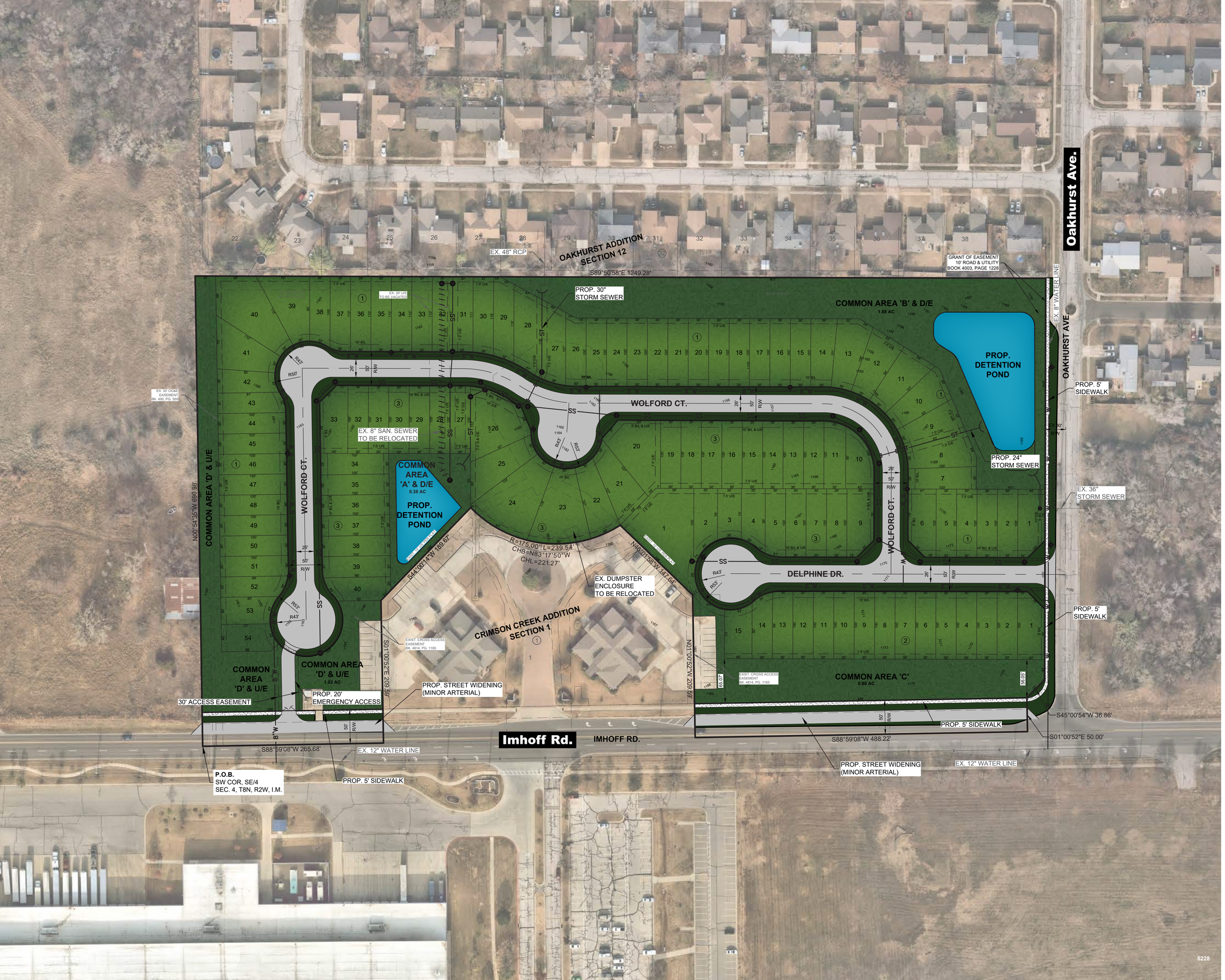
LESS AND EXCEPT

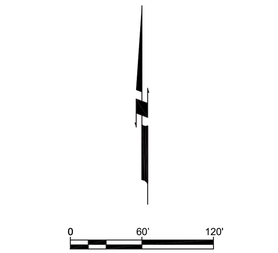
Lot One (1) Block One (1), of CRIMSON CREEK ADDITION SECTION 1, to Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

The Villages Norman
TRIP GENERATION
3/31/2022

Description, ITE Code (Unit Type) Trip Generation Details	Number of Units	Trip Generation Rates			Distribution Percentages					Total Trips			Trip Distribution					
		Weekday	AM	PM	Pass-By	AM Entering	AM Exiting	PM Entering	PM Exiting	Daily	AM Peak Hour	PM Peak Hour	AM Entering	AM Exiting	AM Pass-By	PM Entering	PM Exiting	PM Pass-By
Single Family Detached Housing 210 (D.U.) AM & PM Peak of Adjacent Street	109	9.52	0.75	1.00	NA	25%	75%	63%	37%	1,038	82	109	21	61	NA	69	40	NA

TABLE 1





LOCATION MAP

SCALE: 1"=2000'

Imhoff Rd & Oakhurst Ave

The Villages

Site Development Plan

109 Lots

16.3205 acres

Exhibit B-1

JOHNSON & ASSOCIATES

Johnson & Associates, Inc.
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 235-8075 FAX (405) 235-8078

ENGINEERS SURVEYORS PLANNERS

5/6/2022

Conceptual site plan showing feasible option permitted under proposed rezoning

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 12, 2022

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 12th day of May, 2022.

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

Chair Erica Bird called the meeting to order at 6:38 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Kevan Parker Steven McDaniel Erica Bird Dave Boeck Shaun Axton Michael Jablonski
MEMBERS ABSENT	Erin Williford

A quorum was present.

STAFF MEMBERS PRESENT	Jane Hudson, Director, Planning & Community Development Lora Hoggatt, Planning Services Manager Colton Wayman, Planner I Roné Tromble, Recording Secretary Bryce Holland, Multimedia Specialist Beth Muckala, Asst. City Attorney Todd McLellan, Development Engineer Jami Short, Traffic Engineer

* * *

NON-CONSENT ITEMS

Item No. 4, being:

R-2122-111 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2122-111: LENNAR HOMES OF OKLAHOMA, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE & TRANSPORTATION PLAN FROM MIXED USE DESIGNATION TO LOW DENSITY RESIDENTIAL DESIGNATION FOR APPROXIMATELY 16.32 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. IMHOFF ROAD AND WEST OF OAKHURST AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. 2025 Map
2. Staff Report
3. Pre-Development Summary

and

Item No. 5, being:

O-2122-42 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-42: LENNAR HOMES OF OKLAHOMA, L.L.C. REQUESTS REZONING FROM PUD, PLANNED UNIT DEVELOPMENT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 16.32 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. IMHOFF ROAD AND WEST OF OAKHURST AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-D
4. Pre-Development Summary

and

Item No. 5, being:

PP-2122-12 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-12: CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY LENNAR HOMES OF OKLAHOMA, L.L.C. (JOHNSON & ASSOCIATES) FOR THE VILLAGES, A SIMPLE PLANNED UNIT DEVELOPMENT FOR 16.32 ACRES OF PROPERTY GENERALLY LOCATED NORTH OF E. IMHOFF AVENUE AND WEST OF OAKHURST AVENUE, WITH A VARIANCE IN THE CUL-DE-SAC LENGTH.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Request for Variance
6. Site Development Plan
7. Pre-Development Summary
8. Greenbelt Commission Comments

PRESENTATION BY STAFF:

1. Colton Wayman reviewed the staff report, a copy of which is filed with the minutes. There was 0.52% protest within the notification area.

2. Mr. Jablonski asked about open space/recreation areas.

PRESENTATION BY THE APPLICANT:

1. Sean Rieger, Rieger Law Group, representing the applicant, addressed the protest and explained the proposal. He addressed the open space question, and noted the location of an existing park, as well as the decision of the Parks Board for fee in lieu of park.

2. Mr. Boeck asked whether the homes will be accessible. He also commented on the front-facing garages.

3. Ms. Bird asked the difference in size of the open space between this PUD and the previous PUD. Ms. Hudson jndicated they are very close. Mr. Rieger explained the PUD regulations require 10-15%, and this is at 23%. This also maintains the 65% impervious per lot.

4. Ms. Bird asked if the PUD allows manufactured or pre-fab homes. Mr. Rieger responded it does not.

5. Mr. Boeck asked the square footage of the units. Mr. Rieger responded 1,000-1,200 square feet.

6. Ms. Bird asked if these could be characterized as a lower income housing type. Mr. Rieger did not think so.

7. Mr. Jablonski commented that he would be happier if the common area along the north were locked into the PUD as a treed area for wildlife.

AUDIENCE PARTICIPATION:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
1. Mr. Jablonski thinks the area is too far away from a park.

Dave Boeck moved to recommend adoption of Resolution No. R-2122-111, Ordinance No. O-2122-42, and PP-2122-12, to City Council. Kevan Parker seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck, Shaun Axton
NAYES	Michael Jablonski
MEMBERS ABSENT	Erin Williford

Ms. Tromble announced that the motion, to recommend adoption of Resolution No. R-2122-111, Ordinance No. O-2122-42, and PP-2122-12 to City Council, passed by a vote of 5-1.

* * *

File Attachments for Item:

28. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-43 UPON SECOND AND FINAL READING. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP IN THE R-3, MULTI-FAMILY DWELLING DISTRICT FOR LOT SIXTEEN (16), IN BLOCK ONE (1), OF LINCOLN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (494 ELM AVENUE)

CITY OF NORMAN, OK

STAFF REPORT

MEETING DATE: 06/28/2022

REQUESTER: Hillel Foundation

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-43 UPON SECOND AND FINAL READING. AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP IN THE R-3, MULTI-FAMILY DWELLING DISTRICT FOR LOT SIXTEEN (16), IN BLOCK ONE (1), OF LINCOLN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (494 ELM AVENUE)

SYNOPSIS:

The applicant, Hillel Foundation, is requesting Special Use for a Church, Temple, or Other Place of Worship. The subject property is currently zoned R-3, Multi-Family Dwelling District and a Special Use is required because the applicant is proposing to rebuild their facility and needs to bring their property into compliance with zoning.

HISTORY:

The current Hillel facility was built in 1951 before the adoption of the original zoning ordinance in 1954. The subject property was zoned R-3, Multi-Family Dwelling District, with the adoption of Ordinance O-884 on July 13, 1954.

ZONING ORDINANCE CITATION:

A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.

2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.

3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, “Permitted Use” means any use authorized as a matter of right under the applicable zoning district.)

4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.

5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed “Special Use” and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed “Special Use” with existing or permitted uses in the surrounding area.

EXISTING ZONING: The subject property is currently zoned R-3, Multi-Family Dwelling District, which allows for a Church, Temple or Other Place of Worship with Special Use approval. The applicant would like to build a new facility, which requires the property to come into compliance with current zoning regulations despite their grandfathered status.

ANALYSIS: Per the applicant, the activities taking place at the Hillel Foundation facility will not change; the Foundation will still provide services for students at the University of Oklahoma.

The proposed site plan for the new facility does not have many changes from the existing site. There will still be one access point off College Ave. into the parking lot. There will still be the same number of parking spaces. The building will be roughly the same footprint as the existing facility but will be going from single-story to two-stories.

ALTERNATIVES/ISSUES:

IMPACTS: There are no anticipated negative impacts on the surrounding neighborhood as the applicant will not be changing any of their activities on the site and the parking will remain the same.

OTHER AGENCY COMMENTS:

PARK BOARD: This application does not go to the Parks Board as it is an existing building on platted property.

PUBLIC WORKS: The subject property is platted as part of the Lincoln Addition. City water and sewer are already connected to the site. If existing public sidewalks are damaged during construction of the new facility, they are required to be replaced by the owner.

PREDEVELOPMENT: PD21-08, April 28, 2022

No neighbors attended the Predevelopment meeting.

CONCLUSION: Staff forwards this request for Special Use for a Church, Temple or Other Place of Worship and proposed Ordinance No. O-2122-43 to the City Council for consideration.

At their meeting on May 12, 2022, Planning Commission unanimously recommended adoption of O-2122-43 by a vote of 6-0.

O-2122-43

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP IN THE R-3, MULTI-FAMILY DWELLING DISTRICT FOR LOT SIXTEEN (16), IN BLOCK ONE (1), OF LINCOLN ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (494 Elm Avenue)

§ 1. WHEREAS, Hillel Foundation has made application to have Special Use for a Church, Temple or Other Place of Worship on the property described below in the R-3, Multi-Family Dwelling District; and

§ 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and

§ 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for a Church, Temple or Other Place of Worship in the R-3, Multi-Family Dwelling District, for the following described property, to wit:

Lot Sixteen (16), in Block One (1), of LINCOLN ADDITION, to Norman, Cleveland County, Oklahoma.

Said tract contains 20,625 square feet.

§ 5. Further, pursuant to the provisions of Section 22:434.1 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 submitted by the applicant and approved by the Planning Commission on May 12, 2022.

§ 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

_____, 2022.

_____
(Mayor)

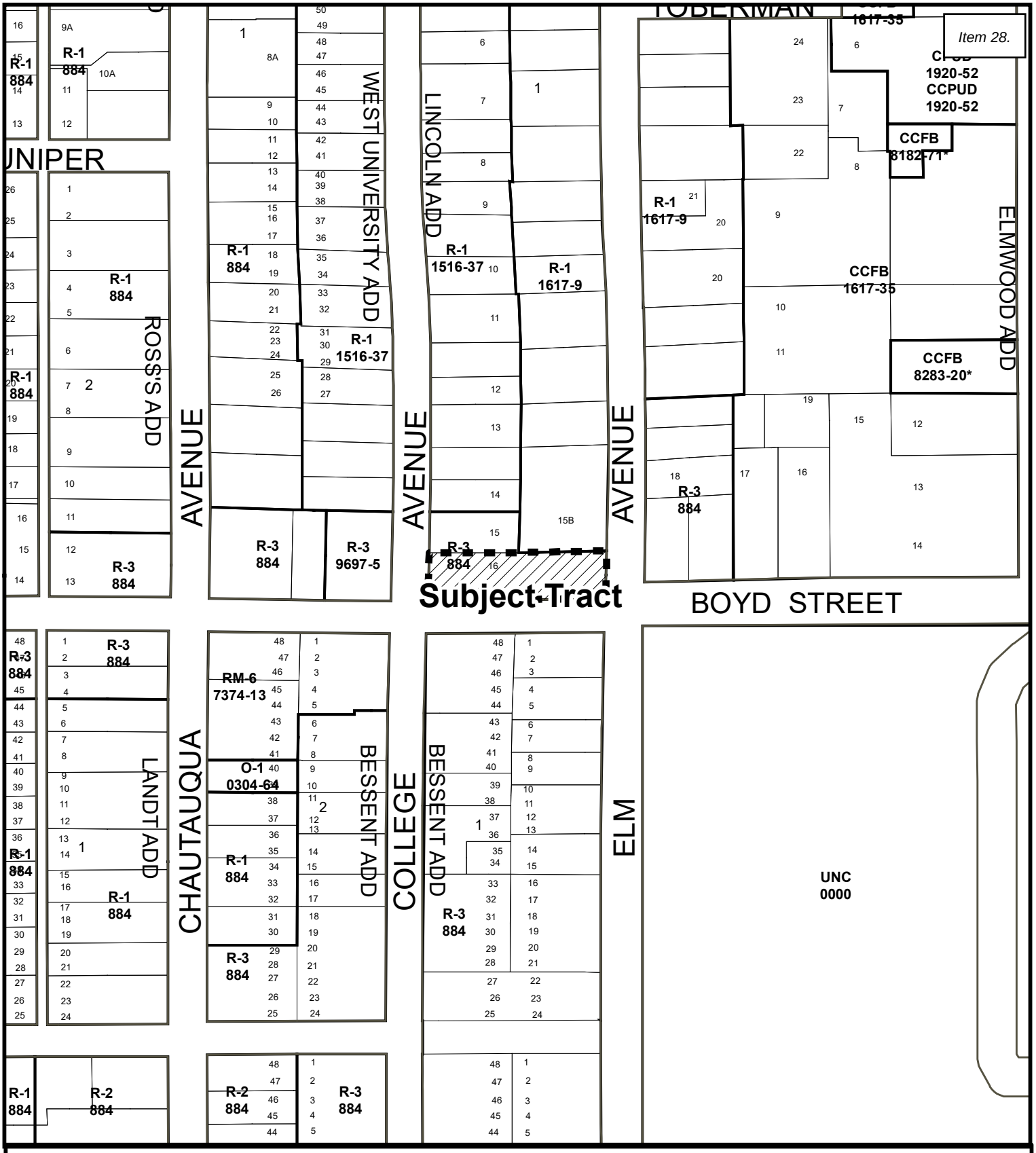
NOT ADOPTED this _____day of

_____, 2022.

_____
(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.

N W E S

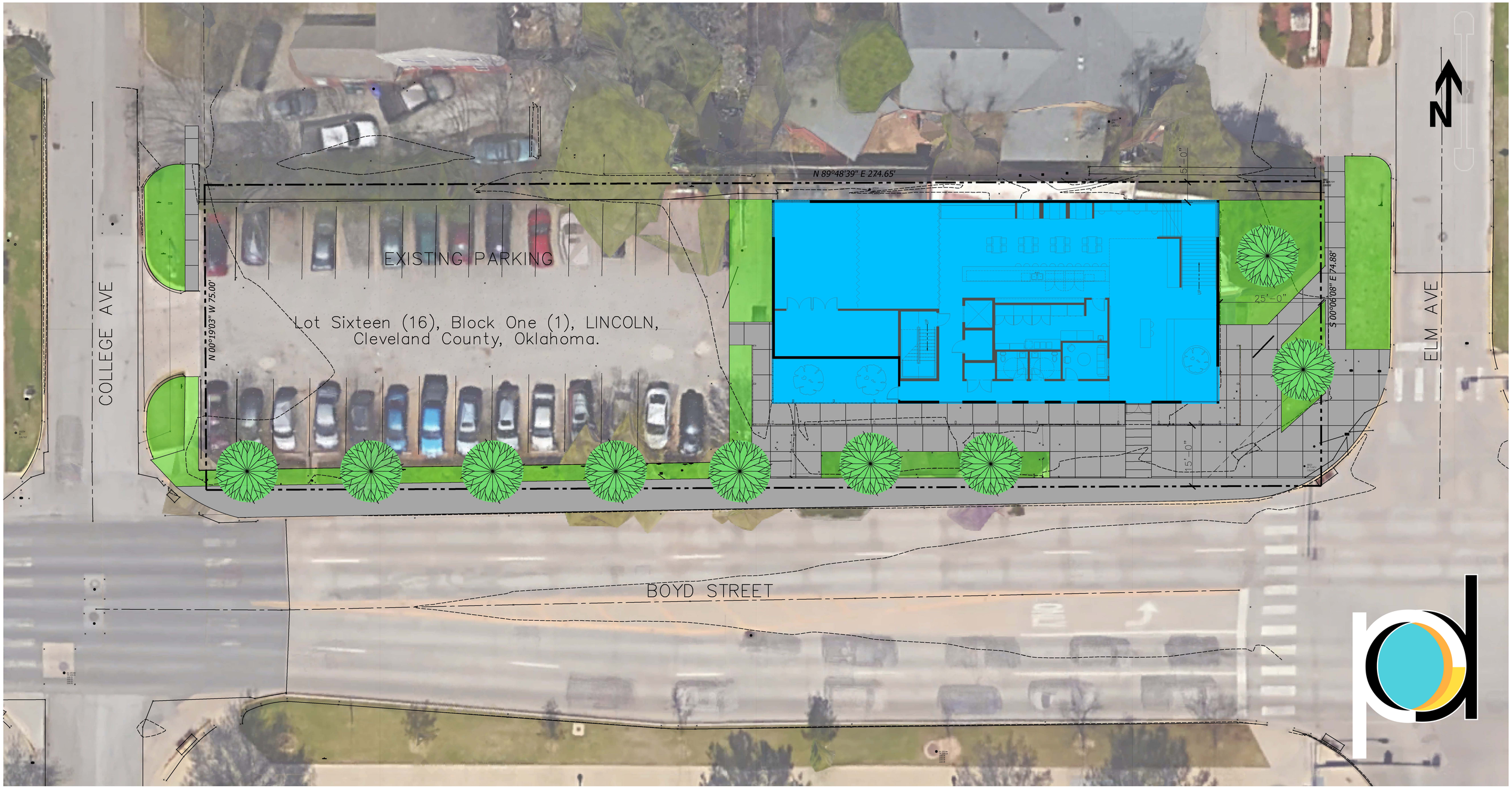
April 6, 2022

0 100 200 Ft.

Subject Tract

Zoning

G:\ArcGIS10.MapTemplates\8x11_LocationMapArcMap10.mxd


N 89°48'39" E 274.65'
EXISTING PARKING
Lot Sixteen (16), Block One (1), LINCOLN,
Cleveland County, Oklahoma.
N 00°19'03" W 75.00'
S 00°06'08" E 74.88'
COLLEGE AVE
ELM AVE
BOYD STREET
6'-0"
25'-0"
15'-0"
N

SITE PLAN

City of Norman Predevelopment **April 28, 2022**

Applicant: Hillel Foundation

Project Location: 494 Elm Avenue

Case Number: PD22-08

Time: 6:00 p.m.

Applicant/Representative
Matthew Peacock

Attendees
None

City Staff
Logan Hubble, Planner I

Application Summary
The applicant is requesting a Special Use for a Church, Temple, or Other Place of Worship.

Neighbor's Comments/Concerns/Responses
No neighbors attended the meeting.

ORDINANCE NO. O-2122-43 ITEM NO. 7

STAFF REPORT

GENERAL INFORMATION

APPLICANT	Hillel Foundation
REQUESTED ACTION	Special Use for a Church, Temple or Other Place of Worship
EXISTING ZONING	R-3, Multi-Family Dwelling District
SURROUNDING ZONING	North: R-1, Single Family Dwelling District, and R-3, Multi-Family Dwelling District East: R-3, Multi-Family Dwelling District South: R-3, Multi-Family Dwelling District West: R-3, Multi-Family Dwelling District
LOCATION	494 Elm Avenue
SIZE	20,625 sq. ft.
PURPOSE	Place of Worship for Hillel Foundation
EXISTING LAND USE	Place of Worship for Hillel Foundation
SURROUNDING LAND USE	North: Residential East: Vacant/Parking South: Catlett Music Center West: Commercial/Restaurant
LAND USE PLAN DESIGNATION	Institutional
GROWTH AREA DESIGNATION	Current Urban Service Area

SYNOPSIS: The applicant, Hillel Foundation, is requesting Special Use for a Church, Temple, or Other Place of Worship. The subject property is currently zoned R-3, Multi-Family Dwelling District and a Special Use is required because the applicant is proposing to rebuild their facility and needs to bring their property into compliance with zoning.

HISTORY: The current Hillel facility was built in 1951 before the adoption of the original zoning ordinance in 1954. The subject property was zoned R-3, Multi-Family Dwelling District, with the adoption of Ordinance No. O-884 on July 13, 1954.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

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4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.

5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.

6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

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ANALYSIS: Per the applicant, the activities taking place at the Hillel Foundation facility will not change; the Foundation will still provide services for students at the University of Oklahoma.

The proposed site plan for the new facility does not have many changes from the existing site. There will still be one access point off College Ave. into the parking lot. There will still be the same number of parking spaces. The building will be roughly the same footprint as the existing facility but will be going from single-story to two-stories.

ALTERNATIVES/ISSUES:

IMPACTS: There are no anticipated negative impacts on the surrounding neighborhood as the applicant will not be changing any of their activities on the site and the parking will remain the same.

OTHER AGENCY COMMENTS:

PARK BOARD: This application does not go to the Parks Board as it is an existing building on platted property.

PUBLIC WORKS: The subject property is platted as part of the Lincoln Addition. City water and sewer are already connected to the site. If existing public sidewalks are damaged during construction of the new facility, they are required to be replaced by the owner.

PREDEVELOPMENT: PD21-08, April 28, 2022

No neighbors attended the Predevelopment meeting.

CONCLUSION: Staff forwards this request for Special Use for a Church, Temple or Other Place of Worship and proposed Ordinance No. O-2122-43 to the Planning Commission for a recommendation to City Council.

NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES

MAY 12, 2022

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 12th day of May, 2022.

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

Chair Erica Bird called the meeting to order at 6:38 p.m.

* * *

Item No. 1, being:
ROLL CALL

MEMBERS PRESENT	Kevan Parker Steven McDaniel Erica Bird Dave Boeck Shaun Axton Michael Jablonski
MEMBERS ABSENT	Erin Williford

A quorum was present.

STAFF MEMBERS PRESENT	Jane Hudson, Director, Planning & Community Development Lora Hoggatt, Planning Services Manager Colton Wayman, Planner I Roné Tromble, Recording Secretary Bryce Holland, Multimedia Specialist Beth Muckala, Asst. City Attorney Todd McLellan, Development Engineer Jami Short, Traffic Engineer

* * *

Item No. 7, being:
O-2122-43 -- CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-43: HILLEL FOUNDATION REQUESTS SPECIAL USE FOR A CHURCH, TEMPLE OR OTHER PLACE OF WORSHIP FOR APPROXIMATELY 20,625 SQUARE FEET OF PROPERTY LOCATED AT 494 ELM AVENUE.

ITEMS SUBMITTED FOR THE RECORD:
1. Location Map
2. Staff Report
3. Site Plan
4. Pre-Development Summary

PRESENTATION BY STAFF:
1. Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

PRESENTATION BY THE APPLICANT:
1. Matt Peacock, Peacock Designs, representing the applicant, presented the project.

2. Mr. Boeck said he likes the design.

AUDIENCE PARTICIPATION:
None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:
Dave Boeck moved to recommend adoption of Ordinance No. O-2122-43 to City Council. Shaun Axton seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS	Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck, Shaun Axton, Michael Jablonski
NAYES	None
MEMBERS ABSENT	Erin Williford

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2122-43 to City Council, passed by a vote of 6-0.

* * *