

CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, December 14, 2021 at 6:30 PM

AGENDA - AS AMENDED

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.

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

1. CONSIDERATION OF APPROVAL, REJECTION. AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES AS FOLLOWS: CITY COUNCIL CONFERENCE MINUTES OF AUGUST 10, 2021 CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF AUGUST 26, 2021 CITY COUNCIL STUDY SESSION MINUTES OF SEPTEMBER 21, 2021 CITY COUNCIL SPECIAL SESSION MINUTES OF SEPTEMBER 28, 2021 CITY COUNCIL CONFERENCE MINUTES OF OCTOBER 12, 2021 CITY COUNCIL MINUTES OF NOVEMBER 30, 2021 NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 30, 2021 NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 30, 2021 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF NOVEMBER 30. 2021

PROCLAMATIONS

- 2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-16: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF DECEMBER, 2021, AS NATIONAL IMPAIRED DRIVING PREVENTION MONTH IN THE CITY OF NORMAN.
- 3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-17: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF DECEMBER 26, 2021, THROUGH JANUARY 1, 2022, AS KWANZAA WEEK IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 33 be placed on the consent docket.

First Reading Ordinance

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-21 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE PLANNED UNIT DEVELOPMENT ESTABLISHED IN ORDINANCE O-1415-45 TO AMEND THE ALLOWABLE USES FOR LOT 4A, IN BLOCK ONE (1), OF UNIVERSITY NORTH PARK PROFESSIONAL CENTER, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- 5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-24 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A BAR, LOUNGE OR TAVERN IN THE C-2, GENERAL COMMERCIAL DISTRICT, FOR LOT THREE (3), OF BLOCK ONE (1), OF JENNINGS ESTATES NO. 1 ADDITION, A REPLAT OF PART OF BLOCK 1, OF JENNINGS ESTATES NO. 1 ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2224 WEST MAIN STREET, SUITE 2262)
- 6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-25 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR THE REVISED FLOODPLAIN ORDINANCE ALLOWING FOR A REDUCTION IN FLOOD INSURANCE PREMIUMS THROUGH AMENDMENT OF SECTION 22:429.1 4 (C) 1 AND 4(C)3.

Appointments

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

NORMAN FORWARD GRIFFIN PARK AD HOC ADVISORY GROUP BRANDON HOPPER, WARD 3

Reports/Communications

- 8. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF NOVEMBER 30, 2021, AND DIRECTING THE FILING THEREOF.
- 9. CONSIDERATION OF SUBMISSION AND ACKNOWLEDGING RECEIPT OF REPORTS ENTITLED "ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2021," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF BKD, LLP, FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.

Authorization for Purchase

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN ADDITIONAL PAYMENT IN THE AMOUNT OF \$29,758 (\$14,759 EACH) TO GILLIG FOR THE PURCHASE OF TWO (2) 35-FOOT ELECTRIC TRANSIT BUSES, FOR A REVISED PURCHASE AMOUNT OF \$1,858,242 (\$929,121 PER BUS).

Bids

11. CONSIDERATION OF AWARD, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-30 FOR THE PURCHASE OF LOCAL REGISTER WATER METERS TO CORE AND MAIN, L.P., FOR SECTIONS 1, 2, 3, 5,6, 8, 10, 11, 12, AND 13 AND UTILITY TECHNOLOGY SERVICES FOR SECTION 4, 7, AND 9 FOR THE LINE MAINTENANCE DIVISION.

Donation

- 12. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A SCULPTURE ENTITLED "FIRST LOVE" VALUED AT \$15,250 FROM GREG HEIPLE TO BE PLACED IN ANDREW'S PARK IN HONOR OF HIS MOTHER, KATHY HEIPLE.
- 13. CONSIDERATION OF ACCEPTANCE OR REJECTION OF A DONATION OF LOT 7, BLOCK 1 OF THE SPRING BROOK ADDITION FROM THE CORE NORMAN LAND TRUST TO THE CITY OF NORMAN.

Final Plat

14. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR TRAILWOODS ADDITION, SECTION 12, A REPLAT OF TRAILWOODS WEST ADDITION AND RECEIPT OF A CERTIFICATE OF DEPOSIT IN THE AMOUNT OF \$163,227.20 FOR DEFERRAL OF PAVING, DRAINAGE AND SIDEWALKS IN CONNECTION WITH 12TH AVENUE N.W. (GENERALLY LOCATED ONE HALF MILE NORTH OF WEST ROCK CREEK ROAD ON THE EAST SIDE OF 12TH AVENUE N.W.)

Contracts

15. CONSIDERATION FOR APPROVAL, GRANTING, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT FIVE TO CONTRACT K-1920-32: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, EXTENDING THE TERM OF THE LEASE AGREEMENT FOR OFFICE SPACE, SERVICE BAYS, FLEET STORAGE, AND WAREHOUSE/GARAGE SPACE TO BE USED FOR PROVIDING TRANSPORTATION SERVICES UNTIL JANUARY 31, 2022, OR UPON SUBSTANTIAL COMPLETION AND OCCUPATION OF THE NORTH BASE COMPLEX PROJECT, PHASE 1, BY THE CITY OF NORMAN.

- 16. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1920-40: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C. (FSB) INCREASING THE CONTRACT AMOUNT BY \$105,000 FOR A REVISED CONTRACT AMOUNT OF \$3,330,975 TO PROVIDE ADDITIONAL PROFESSIONAL DESIGN SERVICES FOR THE SENIOR WELLNESS CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
- 17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-115 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$2,022,408 FOR A REVISED CONTRACT AMOUNT OF \$2,048,728 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES TO PROVIDE STEEL FABRICATION AND ERECTION FOR THE CONSTRUCTION OF THE SENIOR WELLNESS CENTER AND RESOLUTION R-2122-74 GRANTING TAX-EXEMPT STATUS.
- 18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$88,181.50 FOR A REVISED AMOUNT OF \$1,040,318.50 FOR THE ASPHALT PAVEMENT PROJECT, FYE 2022 LOCATIONS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$52,015.93.
- 19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-26: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$120,066 FOR A REVISED CONTRACT AMOUNT OF \$312,486.50 FOR THE FYE 2022 24TH AVENUE N.W. SIDEWALK ACCESSIBILITY CONSTRUCTION PROJECT.
- 20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-71: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CLEAN EARTH, L.L.C., TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF NORMAN'S PERMANENT HOUSEHOLD HAZARDOUS WASTE FACILITY
- 21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-72: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PARKHILL, SMITH, & COOPER, INC. D/B/A PARKHILL IN THE AMOUNT OF \$124,500 TO PROVIDE PROFESSIONAL SURVEYING AND DESIGN SERVICES FOR THE FISCAL YEAR ENDING (FYE) 2019 SEWER MAINTENANCE PROJECT.

- 22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-73: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CAROLLO ENGINEERS IN THE AMOUNT OF \$73,661 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE CLARIFIER ONE AND TWO REHABILITATION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
- 23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-76: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND ALAN PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$49,820 TO PROVIDE A RECLAIMED WATER MODELING EVALUATION FOR THE LINDSEY STREET WATER TOWER.
- 24. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE 5% PLANNING AND ADMINISTRATION FUNDING FROM THE HOME INVESTMENT PARTNERSHIPS PROGRAM AMERICAN RESCUE PLAN AWARD (HOME-ARP) IN THE AMOUNT OF \$78,045.40. APPROVAL OF CONTRACT K-2122-77; AND BUDGET APPROPRIATION FROM THE COMMUNITY DEVELOPMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.
- 25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-79: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND CEC CORPORATION IN THE AMOUNT OF \$139,447.25 TO PROVIDE CONSTRUCTION TESTING AND SPECIAL INSPECTION SERVICES FOR THE NORMAN FORWARD MULTI-SPORT AND AQUATICS CENTER PROJECT.
- 26. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AWARDING CONTRACT K-2122-81: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLANDS CONSTRUCTION COMPANY INC, IN THE AMOUNT OF \$14,450 TO PROVIDE CONSTRUCTION MANAGER AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN COMMUNITY PARK RENOVATION PROJECT.
- 27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-82: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND NORMAN REGIONAL HOSPITAL AUTHORITY FOR THE DEVELOPMENT OF THE PORTER HEALTH VILLAGE AND CONVEYANCE OF PROPERTY.

Resolutions

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-63: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$26,278.18 FROM THE RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS REFUNDS ACCOUNT TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

- 29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-67: APPROPRIATING \$17,865.49 FROM THE RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNTS TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.
- 30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-68: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$180,000 FROM 2021 STREET MAINTENANCE BOND PROGRAM TO BE USED TO COMPLETE ASPHALT MAINTENANCE ON 72ND AVENUE N.W. IN COORDINATION WITH CLEVELAND COUNTY DISTRICT 3.
- 31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-70: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE CITY OF NORMAN WATER CONSERVATION PLAN 2021.
- 32. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-72: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$346,703 FROM THE CAPITAL FUND BALANCE TO BE USED TO PURCHASE FIVE (5) 3500 DODGE PROMASTER VANS FOR THE PUBLIC TRANSPORTATION FLEET.
- 33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-76: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A TEMPORARY ADMINISTRATIVE DELAY FOR A PERIOD OF SIX (6) MONTHS ON THE ACCEPTANCE OF ALL APPLICATIONS FOR CERTIFICATES OF COMPLIANCE ("COC"), DEMOLITION PERMITS, OR CENTER CITY PLANNED UNIT DEVELOPMENTS ("CCPUD") IN THE CENTER CITY STUDY AREA OF NORMAN; DECLARING POSSIBLE EXCEPTIONS; DECLARING A PROCEDURE FOR ADMINISTRATIVE REVIEW AND APPEALS PROCESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

NON-CONSENT ITEMS

Second Reading Ordinance

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-32 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

35. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, POSTPONEMENT AND/OR AMENDMENT OF AMENDMENT 2 TO CONTRACT K-1819-146: BY AND BETWEEN THE CITY OF NORMAN AND DARREL PYLE AMENDING HIS EMPLOYMENT AGREEMENT TO REMOVE PROVISIONS FOR A CELL PHONE ALLOWANCE IN EXCHANGE FOR THE PROVISION OF A CITY OWNED CELL PHONE.

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 <u>Council as a whole</u> and limited to <u>three minutes or less</u>.

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL CONFERENCE MINUTES OF AUGUST 10, 2021

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF AUGUST 26, 2021

CITY COUNCIL STUDY SESSION MINUTES OF SEPTEMBER 21, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF SEPTEMBER 28, 2021

CITY COUNCIL CONFERENCE MINUTES OF OCTOBER 12, 2021

CITY COUNCIL MINUTES OF NOVEMBER 30, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 30, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 30, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF NOVEMBER 30, 2021



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

ITEM TITLE: POSTPONEMENT OF THE MINUTES AS FOLLOWS:

CITY COUNCIL CONFERENCE MINUTES OF AUGUST 10, 2021

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION

COMMITTEE MINUTES OF AUGUST 26, 2021

CITY COUNCIL STUDY SESSION MINUTES OF SEPTEMBER 21, 2021 CITY COUNCIL SPECIAL SESSION MINUTES OF SEPTEMBER 28, 2021

CITY COUNCIL CONFERENCE MINUTES OF OCTOBER 12, 2021

CITY COUNCIL MINUTES OF NOVEMBER 30, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 30, 2021 NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 30, 2021 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF

NOVEMBER 30, 2021

CITY COUNCIL CONFERENCE MINUTES

August 10, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:00 p.m. in the Municipal Building Council Chambers on the 10th day of August, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall,

Holman, Lynn, Peacock, Schueler, Studley, Tortorello, Mayor Clark

ABSENT: None

Item 1, being:

DISCUSSING REGARDING THE 2019 GENERAL OBLIGATION BOND PROJECTS AND FUNDING.

Mr. Shawn O'Leary, Director of Public Works, said the United States Senate just passed a \$1.2 trillion infrastructure bill and Oklahoma should be receiving some of that money. He believes cities and towns will have to apply for the money through the Association of Central Oklahoma Governments (ACOG).

Mr. Scott Sturtz, City Engineer, introduced Mr. Ron Weltzheimer, Program Manager for Olsson; Mr. Liesel Polwort, Assistant Program Director of Olsson; Mr. Kevin Bloss, Client Relationship Manager for Olsson; Mr. David Riesland, City of Norman Transportation Engineer; Mr. Tim Miles, City of Norman Capital Projects Manager; and Mr. Paul D'Andrea, City of Norman Capital Projects Engineer.

Mr. Sturtz said the City of Norman now has a public engagement website, www.normanstreets.com. He said there is an area for comments and the City is always happy to hear public feedback. He said this website will list upcoming City of Norman Transportation Projects that will increase safety and efficiency for all modes of transportation.

Mr. Sturtz said the 2019 Transportation General Obligation (G.O.) Bond Program was approved by voters on April 2, 2019, which is a ten-year program expiring in 2030. This is the largest bond package the City has ever put forth to a vote that includes 19 projects for a total program amount of \$139 million with \$72 million from bond money and \$67 million from anticipated federal funds (80/20 split). He said the bond program included a Traffic Management Center, widening and reconstruction of roads, installation of new traffic signals, improvements to stormwater drainage systems, and addition of sidewalks, bike lanes, and multi-modal paths. He said this program did not increase property taxes because the City was able to leverage an existing property tax bond that was ending.

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Item 1, continued:

Mr. Sturtz highlighted the bond program improvement projects as 36th Avenue West from Indian Hills Road to the City of Moore city limits; 48th Avenue West, Phase I - Robinson Street to Rock Creek Road; 48th Avenue West Phase II - Rock Creek Road to Tecumseh Road; Indian Hills Road and Interstate 35 Interchange; Indian Hills Road from 48th Avenue West to Interstate I-35; East Tecumseh Road from 12th Avenue N.E. to 24th Avenue N.E.; Rock Creek Road from Queenston Avenue/Bruckner Drive to 24th Avenue N.E.; Gray Street Two-Way Project: University Boulevard to Porter Avenue; James Garner Avenue from Acres Street to Duffy Street; Lindsey Street Special Corridor, Phase I, from Pickard Avenue to Elm Avenue; Lindsey Street Special Corridor, Phase II, from Elm Avenue to Jenkins Avenue; Jenkins Avenue from Imhoff Road to Lindsey Street; Constitution Street from Jenkins Avenue to Classen Boulevard/12th Avenue S.E.; Cedar Lane Road East from 24th Avenue S.E. to 36th Avenue S.E.; 36th Avenue S.E. from Cedar Lane Road to Highway 9; Porter Avenue Streetscape; Porter Avenue and Acres Street Intersection Improvements; Traffic Management Center; and 24th Avenue N.E. from Rock Creek Road to Tecumseh Road.

Mr. Sturtz said funding is part of the Fixing America's Surface Transportation Act (FAST) and over the last 28 years, the City has averaged \$6 million in funding for over 140 transportation projects totaling \$160 million. He said FFY 2020 through FFY 2023 funding is guaranteed while FFY 2024 through FFY 2025 are projected funding request amounts, but are not guaranteed.

To obtain this federal funding, the City has to be part of the Regional Transportation Improvement Plan (TIP). He said approximately \$20 million is available each year from ACOG, but there is a lot of competition for this funding. Federal funding from ACOG is guaranteed for the first two years, then Staff must reapply for project funding and although Norman has been highly successful in obtaining funding, competition for the funds has become fierce over the past few years. He said ACOG member agencies within the Encompass Planning area are eligible to apply and no single government can receive more than 56% of the total funding.

Mr. Sturtz said transportation project selection criteria includes widening, including railroad/highway grade separations; new construction; intersection improvements; resurfacing, reconstruction, rehabilitation, restoration; bridges; independent bicycle and pedestrian facilities; transit, park/ride, High Occupancy Vehicle (HOV) Lanes; carpool/vanpool; and safety projects (safety projects are 100% federally funded).

Significant changes were made to project selection criteria in FFY 2019 and the City was not scoring as well so the City began aligning projects with the Regional Multi-Modal Transportation Plan goals and objectives; added transportation system performance management; developed a process/methodology to ensure that the region's transportation funding is being used effectively; adjusted the scoring between types of projects to reflect the region's needs; improved the competitiveness of projects that utilize cost-effective strategies from the Congestion Management Plan toolbox; and simplified the project application process and criteria; and removed project readiness criteria, which is no longer considered in project criteria by ACOG. Mr. Sturtz said the new criteria was finalized and accepted by both the Intermodal Transportation Technical Committee and Intermodal Transportation Policy Committee and was used for the first time in the formulation of the FFY 2020-2023 Transportation Improvement Program (TIP).

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Item 1, continued:

Mr. Sturtz said projects scheduled within the next five years that do not have federal funding shares include Porter Avenue and Acres Street; Jenkins Avenue from Imhoff Road to Lindsey Street; Porter Avenue Streetscape; James Garner from Acres Street to Duffy Street; and Gray Street Two-Way Conversion. He said these projects are being done with bond proceeds only.

Projects where federal funding has not been guaranteed, but will be pursued include Cedar Lane Road from east of 24th Avenue S.E. to 36th Avenue S.E.; Constitution Street from Jenkins Avenue to Classen Boulevard; 36th Avenue N.W. from North of Indian Hills Road to Moore city limits; Traffic Management Center; 36th Avenue S.E. from Cedar Lane Road to State Highway 9; 24th Avenue N.E. from Rock Creek Road to Tecumseh Road; 48th Avenue N.W., Phase I: Robinson Street to Rock Creek Road; Lindsey Street Special Corridor: Elm Avenue to Jenkins Avenue; Indian Hills Road: 48th Avenue N.W. to Interstate 35 (I-35); Indian Hills Road and I-35 Interchange; 48th Avenue N.W., Phase II from Rock Creek Road to Tecumseh Road; Lindsey Street Special Corridor: Pickard Avenue to Elm Avenue; Tecumseh Road from 12th Avenue N.E. to 24th Avenue N.E.; and Rock Creek Road from Queenston Avenue to 24th Avenue N.E.. He said Porter Avenue and Acres Street Project is currently under construction and under budget by \$360,000 at this time.

In the fall of 2020, Council authorized federal funds for Jenkins Avenue: Imhoff Road to Lindsey Street; Porter Avenue Streetscape; Constitution Street from Jenkins Avenue to Classen Boulevard; and the Traffic Management Center. Mr. Sturtz said ACOG is agreeable, with Council's consent, to transferring FFY 2023 funds from the Jenkins Avenue and Constitution Street Projects to the Gray Street Two-Way Conversion Project, which means the City will keep \$1.7 million in federal funding guaranteed for those projects. Pros for this transfer of funds means Gray Street Two-Way Conversion can begin in 2023; the City will have more time to coordinate with the University of Oklahoma (OU) on the Jenkins Avenue Project; the ability to obtain funding for Constitution Street; and Jenkins Avenue and Constitution Street rank well and can compete for future federal funding. The only cons are delaying Jenkins Avenue until 2024 and having to reapply for federal funding for Jenkins Avenue and Constitution Street.

Mr. Sturtz asked Council if Staff should request the \$1.7 million in federal funds be transferred to the Gray Street Two-Way Conversion Project and Councilmembers concurred, but expressed interest in saving as many trees as possible on the Jenkins Avenue Project by possibly burying electric lines.

Next steps include switching Jenkins Avenue funding to Gray Street Two-Way Conversion; submitting applications for federal funding for Jenkins Avenue - \$5.1 million, James Garner Avenue, Phase III: Acres Street to Duffy Street - \$2.5 million, and Constitution Street - \$3.9 million for FFY 2024; constructing Cedar Lane Road or other 2019 Bond Projects in FFY 2023 with leveraged federal funding of \$9.3 million (if the above referenced projects gain funding); continuing to pursue other grant applications on "good fit" projects; and promoting public engagement.

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Item 1, continued:

Items submitted for the record

1. PowerPoint presentation entitled, "2019 Transportation Bond Projects - Funding Strategies," dated August 10, 2021

* * * * *

Item 2, being:

DISCUSSION REGARDING INCENTIVES FOR COVID VACCINATIONS.

Mayor Clark said at the Oklahoma Municipal League meeting last week, members discussed the Delta variant, the rising cases of COVID, and what cities will be doing. The general consensus is that vaccine opportunities would be better than mask mandates and there was an appetite to focus on vaccine incentive programs. She has created a proposal for a vaccine incentive program that would be funded with ARPA funds. She is proposing launching the program on August 24, 2021, with the first shot being available August 30 through November 3, 2021. With the first shot, the person will be entered to win a set of tickets (five sets of two tickets) to OU's first season opener on September 11th, will be entered to win a \$25,000 cash prize, and will be given a \$10 gift coupon to a participating local business. The gift card would expire December 31, 2021, and participating businesses would turn the gift coupons into the City for reimbursement. For the second shot, she is proposing the person be entered a second time to win the cash prize and she is working on another incentive item for the second shot. She said OU students will be allowed to enter the drawing for the cash prize because they are Norman residents. For residents already vaccinated, they would bring proof of vaccination to City Hall to be entered for the cash prize.

Mayor Clark said she would like to have drive-thru options as well as fixed location options, but those details have not been determined yet. The City will partner with Norman Regional Health System and Cleveland County Health Department for the vaccine pods.

Councilmembers supported the proposal and felt the City needed to have total control over the money used for the program by possibly having a cap on the amount of gift coupons distributed. They also felt the gift coupon amount should be higher than \$10, e.g., \$25 or \$50, to really garner more interest in obtaining the vaccinations.

Mayor Clark proposed passing a resolution at the next Council meeting setting an expectation for mask wearing as well as getting vaccinated.

The meeting was adjourned at 6	:20 p.m.	
ATTEST:		
City Clerk	Mayor	

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES

August 26, 2021

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:02 p.m. in the Executive Conference Room on the 26th day of August, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Hall, Schueler, Studley, and

Chairman Holman

ABSENT: Councilmember Peacock

OTHERS PRESENT: Mayor Breea Clark

Mr. Paul D'Andrea, Capital Projects Engineer Ms. Carrie Evenson, Stormwater Program Manager

Mr. Joseph Hill, Streets Program Manager

Ms. Jane Hudson, Director of Planning and

Community Development

Mr. Taylor Johnson, Public Transit Coordinator Mr. Tim Miles, Capital Projects Engineer Mr. Shawn O'Leary, Director of Public Works Ms. Heather Poole, Assistant City Attorney

Mr. Darrel Pyle, City Manager

Mr. David Riesland, Transportation Engineer Ms. Jeanne Snider, Assistant City Attorney

Mr. Scott Sturtz, City Engineer

Mr. Chris Tatham, Chief Executive Officer for ETC

Institute

Ms. Kathryn Walker, City Attorney

Ms. Syndi Runyon, Administrative Technician IV

Item 1, being:

DISCUSSION REGARDING POTENTIAL STORMWATER PROJECTS TO BE FUNDED BY AMERICAN RESCUE PLAN ACT (ARPA) FUNDS.

Ms. Carrie Evenson, Stormwater Program Manager, said Stormwater Capital Improvement Projects (CIP) generally consist of improvements to the stormwater conveyance system through infrastructure repairs (replacing culverts, pipes, channel liners), stream stabilization (repairing damage to streambanks caused by stormwater flows), and property acquisition/buyouts (acquiring properties within the floodway or floodplain).

Item 1.

Item 1, continued:

Ms. Evenson said projects are determined through the Stormwater Master Plan (SWMP) and in October 2009, Post, Buckley, Schuh, and Jernigan (PBS&J) Company completed a study that was a culmination of years of effort and numerous meetings and included a comprehensive study of Norman's watersheds as well as a list of projects. She said approximately 50 projects were identified and the City has been able to complete a few of the projects, but funding is always a challenge. She said projects generally are done when included in a transportation project and the Lindsey Street Project is a great example of combining transportation improvements with stormwater improvements. She said Lindsey Street was one of the highest ranked projects in the SWMP. She said projects can be placed on the list through citizen, organization, or Council requests based on complaints from residents experiencing flooding of their property. She said there are also special studies as a result of public or Staff identified problem areas, such as the lower Imhoff Creek Study. She said Staff identifies problems through routine maintenance/inspections or in response to flooding events.

There is a method detailed in the SWMP that helps determine project prioritization that includes factors such as public safety, sustainability, funding advantages, positive impacts on neighborhoods and the environment, relationship to other infrastructure issues, and costs versus benefits. Ms. Evenson said factors are weighted based on importance and each factor is then rated from most relevant to no relevance to obtain a factor score and each project's score is ranked accordingly. There are approximately 60 projects on the list with 58 of them being identified as SWMP projects and new projects are ranked and added as necessary. The City has completed six projects to date and the total estimated cost of all remaining projects is \$106 million.

In 2019, a Stormwater Citizen Committee met for two years to discuss a Stormwater Utility (SWU) and they recommended a SWU rate and Stormwater General Obligation (G.O.) Bond. Ms. Evenson said the proposed G.O. Bond was \$60 million, which would be a \$5.25 per month property tax increase based on property's market value of \$150,000. At that time, 33 projects were selected within the eight wards that included streambank stabilization, infrastructure replacement, capacity improvements, and detention pond expansion. The proposition for the G.O. Bond and SWU went to a vote of the people and failed. The 33 projects selected included various locations along Bishop Creek; Canadian River; Merkle Creek; Brookhaven Creek; Ten Mile Flat Creek; Imhoff Creek; Dave Blue Creek; Little River; Woodcrest Creek; and Rock Creek.

Ms. Evenson said a potential project using ARPA funds is improvements to Lower Imhoff Creek that has significant bank erosion for an overall cost of \$7,500,000. She said the project would be phased to make it easier to fund and Phase I will be south of Imhoff Road Bridge for an estimated cost of \$3,500,000. This project is currently under design (funds encumbered) and is the highest ranking SWMP project that is "shovel ready." Phase II will be north of Imhoff Road Bridge at an estimated cost of \$4,500,000 to be completed at a later date. She said a property owner is losing his backyard to Imhoff Creek and his sewer infrastructure will be put into jeopardy if this project is not completed.

Ms. Evenson said Staff will continue to seek grant funds from the Federal Emergency Management Agency (FEMA), but that is never a guarantee and she would be remiss if she stated otherwise.

Community Planning and Transportation Committee Minutes August 26, 2021 Page 3

Item 1, continued:

Mr. Shawn O'Leary, Director of Public Works, said natural materials (reverse gabion, typical gabion, rock toe, etc.) will be used for the projects, which is part of the criteria for the use of ARPA funds so no concrete retaining walls will be constructed.

Another potential project for ARPA funds is Norman Nature Park, which is located at South Carter Avenue and Alameda Street at an estimated cost of \$1,500,000. The goal is to provide additional floodplain storage capacity (retention basin), serve as an outdoor classroom with access to Bishop Creek, and provide a location for green infrastructure installation and demonstration projects.

Another potential project for ARPA funds is Imhoff Bridge repairs, which was given the highest priority for maintenance in the FYE 2022 Bridge Maintenance Program. On July 29, 2021, stormwater maintenance Staff notified the City of failure of the southeast wing wall with enough significant damage to require closure of Imhoff Road at the bridge. On August 11, 2021, the contractor identified spalling on the northwest wing wall that had dangerously separated from the bridge structure. The bridge needs emergency repairs at an estimated cost of \$1 million or be replaced at a cost of \$4 to \$5 million.

Mr. O'Leary said Staff would like to have the Imhoff Bridge repair item on Council's agenda of November 9th in order to proceed with the project as soon as possible.

Councilmembers liked all the project proposals sand supported Staff's proposal for Imhoff Bridge repairs, but wanted to see other options for funding these projects other than ARPA funds. The Committee suggested moving the proposals forward to full Council prior to November 9th.

Items submitted for the record

 PowerPoint presentation entitled, "Stormwater Capital Projects and ARPA Funding," dated August 26, 2021

Item 2, being:

PRESENTATION FROM CHRIS TATHAM, CEO, ETC INSTITUTE, OF THE EMBARK NORMAN 2020 CUSTOMER AND MARKET STUDY.

Mr. O'Leary said as part of the Transit Master Plan, a customer satisfaction survey was performed regarding the EMBARK Transit System. He introduced Mr. Jessie Rush, Operation Manager for EMBARK, and Mr. Chris Tatham, Chief Executive Officer of ETC Institute.

Mr. Tatham said ETC Institute is a national leader in market research for local government organization and gather and use survey data to enhance organizational performance for more than 35 years. He said clients include 25 of the 35 largest public transit systems in the United States with more than 2.2 million persons surveyed since 2006 for more than 1,000 communities in 29 States.

Item 1.

Item 2, continued:

Mr. Tatham said the purpose of the *non-rider survey* is to assess the perceived importance of transit in the community among those who do not use transit; measure awareness of transit and familiarity with services provided; and determine if non-riders would consider using transit and, if so, what service characteristics are most important to them.

Surveys were conducted during the winter of 2020 and were administered by email and mail to 1,275 residents in EMBARK's service area (973 in Oklahoma City and 302 in Norman). Overall results have a precision of at least +/-2.7% at the 95% level of confidence and Norman residents have a precision of at least +/- 5.9% at the 95% level of confidence.

Mr. Tatham said 80% of Norman citizens think EMBARK's public transit services are valuable to the community versus 77% in Oklahoma City (OKC). When asked if public transportation is important to a thriving community, 61% strongly agreed, 21% agreed, 12% were not sure, and 4% strongly disagreed. When asked if the person preferred to drive rather than use public transportation, 41% strongly agreed, 34% agreed, 17% were unsure, 5% disagreed, and 3% strongly disagreed. When asked if a person had too many places to go during the day to use public transportation, 23% strongly agreed, 33% agreed, 27% were unsure, 13% disagreed, and 4% strongly disagreed. When asked if public transportation takes too long compared to other mode of transportation, 13% strongly agreed, 38% agreed, 36% were unsure, 12% disagreed, and 1% strongly disagreed. When asked if transit service does not take the person to the place they need to go, 16% agreed, 23% strongly agreed, 52% were unsure, 7% disagreed, and 2% strongly disagreed. When asked if transit service is offered near their home, 16% strongly agreed, 17% agreed, 36% were unsure, 19% disagreed, and 13% strongly disagreed. When asked if information service about transit service is difficult to understand, 9% strongly agreed, 18% agreed, 49% were unsure, 18% disagreed, and 6% strongly disagreed. When asked if transit service is offered when needed, 11% strongly agreed, 13% agreed, 61% were unsure, 12% disagreed, and 2% strongly disagreed. When asked if they feel safe waiting at bus stops, 5% strongly agreed, 12% agreed, 49% were unsure, 25% disagreed, and 10% strongly disagreed. When asked if they feel safe on the bus, 4% strongly agreed, 9% agreed, 50% were unsure, 25% disagreed, and 12% strongly disagreed. When asked if buses are on time, 3% strongly agreed, 6% agreed, 75% were unsure, 11% strongly disagreed, and 6% disagreed. When asked if buses are comfortable, 3% strongly agreed, 6% agreed, 61% were unsure, 21% disagreed, and 10% strongly disagreed. When asked if riding the bus is too expensive, 1% strongly agreed, 5% agreed, 59% were unsure, 23% disagreed, and 12% strongly disagreed.

When asked the importance of serving low-income, disabled, or senior populations that have few transportation options, 82% replied very important, 12% replied somewhat important, and 6% replied not important. When asked the importance of supporting economic development and access to jobs, 68% replied very important, 24% replied somewhat important, and 8% replied not important. When asked the importance of providing fast, reliable service on City's main arterial streets, 63% replied very important, 29% replied somewhat important, and 8% replied not important. When asked the importance of helping to create an environmentally friendly sustainable City, not only dependent on car travel, 60% replied very important, 28% replied somewhat important, and 12% replied not important.

Item 1.

Item 2, continued:

When asked the importance of increasing flow of traffic and reducing congestion in the region, 57% replied very important, 32% replied somewhat important, and 11% replied not important. When asked the importance of making it easier to get to and from transit (better sidewalks, stops, parks and ride facilities, etc.), 57% replied very important, 35% replied somewhat important, and 9% replied not important. When asked the importance of expanding EMBARK's service area (routes to more places), 55% replied very important, 35% replied somewhat important, and 10% replied not important. When asked the importance of providing an alternative to congested roadways, 55% replied very important, 33% replied somewhat important, and 12% replied not important. When asked the importance of supporting and funding improved public transportation, 65% replied very important, 19% replied somewhat important, 10% were unsure, and 6% replied not important.

When asked about the likelihood of using public transportation if the time it takes to get to their destination by public transit was faster/more frequent, 24% replied very likely, 37% replied likely, 21% were unsure, 5% replied not likely, and 13% replied not likely at all. When asked the likelihood of using public transportation if transit stops are located closer to the place they work or frequent, 24% replied very likely, 34% replied likely, 23% were unsure, 6% replied not likely, and 13% replied not likely at all. When asked the likelihood of using public transportation if buses are scheduled to arrive at stops more frequently, 15% relied very likely, 32% replied likely, 32% were unsure, 8% replied not likely, and 16% replied not likely at all. When asked the likelihood of using public transportation if their employer provided incentives to use public transportation services, 20% replied very likely, 35% replied likely, 28% were unsure, 9% replied not likely, and 19% replied not likely at all. When asked the likelihood of using public transportation if a person better understood how it worked, 11% replied very likely, 34% replied likely, 23% were unsure, 6% replied not likely, and 13% replied not likely at all. When asked the likelihood of using public transportation if shelters were located at bus stops where they would board or alight, 16% replied very likely, 25% replied likely, 32% were unsure, 11% replied not likely, and 16% replied not likely at all. When asked the likelihood of using public transportation if there were better times transfers between services, 10% replied very likely, 29% replied likely, 36% were unsure, 10% replied not likely, and 15% replied not likely at all. When asked the likelihood of using public transportation if the cost of parking increases at the place they work or at placed they visit frequently, 11% replied very likely, 27% replied likely, 35% were unsure, 10% replied not likely, and 17% replied not likely at all. When asked the likelihood of using public transportation if EMBARK provided faster service, 13% replied very likely, 24% replied likely, 39% were unsure, 10% replied not likely, and 13% replied not likely at all. When asked the likelihood of using public transportation if there were options other than the bus, 16% replied very likely, 21% replied likely, 37% were unsure, 11% replied not likely, and 15% replied not likely at all. When asked the likelihood of using public transportation if service were offered earlier or later on existing routes, 12% replied very likely, 23% replied likely, 41% were unsure, 10% replied not likely, and 15% replied not likely at all. When asked the likelihood of using public transportation if they saw more people like themselves using the transit system, 11% replied very likely, 21% replied likely, 29% were unsure, 18% replied not likely, and 22% replied not likely at all. When asked the likelihood of using public transportation if it cost less to ride transit, 9% replied very likely, 14% replied likely, 43% were unsure, 16% replied not likely, and 18% replied not likely at all.

Item 2, continued:

When asked to choose the top things that would most likely cause a person to begin using public transportation services in the region, 29% replied transit stops located near home; 25% replied transit stops locate closest to work or frequented destinations; 21% replied if employer provided incentives to use public transportation; 21% replied faster/more frequent routes; 13% replied shelter located at bus stops; 13% replied if there were no other options than the bus; 12% replied if buses are scheduled to arrive at stops more frequently; 12% replied if EMBARK provided faster service; 12% replied if they saw more people like them on bus; 11% replied if they understood how the bus systems worked; 11% replied better timed transfers between services; 8% replied if it cost less to ride transit; 8% replied if cost of parking increased at work for places frequented; and 8% replied if service was offered earlier or later on existing routes.

Mr. Tatham said the purpose of the *rider survey* is to better understand characteristic of riders, assess satisfaction transit services, and identify opportunities for improvement. He said surveys were conducted during the fall of 2020 and 1,208 total surveys were completed (994 in Oklahoma City and 214 in Norman). Overall results have a precision of at least +/-2.5% at the 95% level of confidence and Norman's results have a precision of at least +/-6.9% at the 95% level of confidence.

Citizens were asked about satisfaction of service and when asked about courtesy of drivers, 61% replied very satisfied, 29% replied satisfied, 6% were neutral, 2% replied dissatisfied, and 2% replied very dissatisfied. When asked how safe they feel riding the bus service, 54% replied very satisfied, 35% replied satisfied, 6% were neutral, 2% replied dissatisfied, and 2% replied very dissatisfied. When asked about safe operation of buses, 55% replied very satisfied, 33% replied satisfied, 5% were neutral, 5% replied dissatisfied, and 2% replied very dissatisfied. When asked about safety while waiting at a bus stop, 52% replied very satisfied, 36% replied satisfied, 8% were neutral, 3% replied dissatisfied, and 1% replied very dissatisfied. When asked about the cleanliness of the busses, 52% replied very satisfied, 35% replied satisfied, 8% were neutral, 2% replied dissatisfied, and 3% replied very dissatisfied. When asked about safety at transit center, 53% replied very satisfied, 33% replied satisfied, 10% were neutral, 3% replied dissatisfied, and 1% replied very dissatisfied. When asked about ease of locating a bus stop, 51% replied very satisfied, 32% replied satisfied, 7% were neutral, 8% replied dissatisfied, and 2% replied very dissatisfied. When asked about frequency of service, 49% replied very satisfied, 34% replied satisfied, 6% were neutral, 8% replied dissatisfied, and 3% replied very dissatisfied. When asked about COVID safety precautions/procedures while riding, 45% replied very satisfied, 37% replied satisfied, 9% were neutral, 8% replied dissatisfied, and 1% replied very dissatisfied. When asked about availability of accessible bus stops, 47% replied very satisfied, 35% replied satisfied, 9% were neutral, 6% replied dissatisfied, and 4% replied very dissatisfied. When asked about cleanliness of transit center, 47% replied very satisfied, 34% replied satisfied, 14% were neutral, 3% replied dissatisfied, and 3% replied very dissatisfied. When asked about cleanliness of bus shelters, 44% replied very satisfied, 37% replied satisfied, 14% were neutral, 4% replied dissatisfied, and 1% replied very dissatisfied. When asked about information at the bus stops, 46% replied very satisfied, 34% replied satisfied, 11% were neutral, 7% replied dissatisfied, and 2% replied very dissatisfied. When asked about buses arriving on time, 41% replied very satisfied, 37% replied satisfied, 14% were neutral, 6% replied dissatisfied, and 2% replied very dissatisfied. Page 7

Item 2, continued:

When asked about ease of getting service information, 44% replied very satisfied, 32% replied satisfied, 13% were neutral, 7% replied dissatisfied, and 3% replied very dissatisfied.

Mr. Tatham said 47% of those surveyed do not transfer buses, 37% make one transfer, 13% make two transfers, and 3% make three or more transfers. He said of the *onboard surveys*, riders were asked the same questions as stated above and the top three priorities were buses arriving on time (45%), availability of accessible bus stops (39%), and frequency of service (36%).

In summary, most residents think transit service is very important even if they are not using it; overall satisfaction with transit service among riders is very high; 92% of Norman residents think transit is important to support economic development and access to jobs; many non-riders would be willing to use transit under the right conditions; and as service improvements are made, expectations are likely to rise.

Councilmembers thanked Mr. Tatham and City Staff for the presentation.

Items submitted for the record

1. PowerPoint presentation entitled, "Survey Findings by ETC Institute," dated August 26, 2021

Item 3, being:

SUBMISSION OF PUBLIC TRANSIT RIDERSHIP REPORT.

Mr. Taylor Johnson, Transit and Parking Program Manager, said the fixed route service transported 18,520 passengers in July 2021, compared to 16,774 in June 2021. The daily average ridership was 712. There were 697 passengers with bicycles and 458 passengers with wheelchairs or other mobility devices transported in July.

The paratransit service transported 1,654 passengers in July 2021, compared to 1,636 in June 2021. Average daily ridership was 57, a decrease of 2.67%. For the month of July, the paratransit service had 0% trip requests denied due to capacity.

Saturday service totaled 1,945 in July 2021, a 50.43% increase over 1,293 in June 2021.

Mr. Johnson said City Staff would like to create an opportunity for anyone interested in public transportation to join Staff for a bus ride during the months of August and September. Each Friday, from August 13 through September 29, a City Staff member will be riding Route 110 on its 10:00 a.m. trip throughout Norman. Boarding will occur at the bus stop at Webster Avenue and Tonhawa Street (just outside the west entrance of the old Central Library at 225 North Webster Avenue). While an RSVP is not required, Staff encourages it because of capacity limitations. He said because of federal regulations, masks, capacity restrictions, and social distancing are still being mandated on buses. He said all public transportation, i.e., buses, planes, trains, etc., have the same mandates throughout the nation.

Page 8

Item 3, continued:

Mr. Johnson said progress continues to be made on the construction of the new Transit Maintenance and Operation Facility on North Base and commended Fleet Maintenance Division Staff for continuing to ensure the transit fleet is in operational condition despite the age of the vehicles (19 out of 27 buses have met their useful life). This maintenance includes mechanical maintenance as well as fueling, cleaning, and sanitizing the buses each night at the conclusion of service.

The City is in the process of purchasing two battery electric buses and Staff anticipates receiving these vehicles in August/September 2022. Approximately 70% of the vehicle purchase price will be reimbursed through a grant received from the Federal Transit Authority's 2021 Low or No Emission Vehicle Program. Mr. Johnson said the City's project was one of 49 projects selected in the nation. Staff continues to identify other avenues to purchase transit vehicles to modernize and standardize its fleet using existing local and federal funds available.

Items submitted for the record

- 1. Memorandum dated August 26, 2021, from Taylor Johnson, Public Transit Coordinator, through Shawn O'Leary, P.E., CFM, Director of Public Works, to Council Community Planning and Transportation Committee
- 2. Public Transportation Monthly Report for July 2021

* * * * *

Item 4, being:

DISCUSSION REGARDING BACK-IN ANGLE PARKING PILOT PROJECT ON JAMES GARNER AVENUE AND ASSOCIATED ORDINANCE.

Mr. David Riesland, Transportation Engineer, said Norman currently does not have back-in angle parking. Two projects under design, James Garner Avenue, Phase III and Gray Street Two-Way Conversion, offer an opportunity for a back-in angle parking pilot project, which will provide more parking than a typical parallel parking layout. The City created a parallel parking area on James Garner Avenue between Symmes Street and Apache Street in 2019, as part of an original pilot to show how parallel parking with a pull-off lane could work. This parallel parking area was created with the City's Engineering Design Criteria and features a pull-off area to be able to access the parallel parking spaces without interfering with through traffic on James Garner Avenue. He said because pull-off exists, this area is a prime candidate for another pilot project for back-in angle parking by restriping the existing parallel spaces for a total cost of \$1,000 to be accomplished by City workers with completion in September 2021. A pilot project would allow motorists to get used to the concept and allow Staff the perfect implementation of various supplemental signs prior to implementation with much larger projects.

Item 1.

Item 4, continued:

Page 9

Mr. Riesland said the original pilot project added a row of parallel parking spaces to the west side of James Garner Avenue between Symmes Street and Apache Street with a featured pull-off lane so the backing maneuvers could be made outside of the travel lane. He said the pull-off lane is being illegally used for double and sometimes triple parking. The proposed back-in angle parking will increase the number parking spaces from ten to thirteen (keeping one accessible space) and is designed to eliminate the potential for double parking and is a safer way of parking. He said backin angle parking is safer because instead of pulling into a parking space, cars back into the space allowing them to make eye contact with oncoming traffic when exiting the parking space. Just like parallel parking, the driver will signal a right turn to warn other drivers, pull past the parking space and stop to reverse into the parking space.

The benefits of back-in angle parking includes improved visibility and increased field of vision when leaving the parking space as motorists are better able to see oncoming traffic; decreased number of collisions - motorists no longer have to back out blindly from their parking space; improved safety for children - car doors will open in a manner that directs children to the back of the vehicle ushering them toward the sidewalk rather than the street; improved safety for bicyclists - as vehicles exit their parking space, they are able to see bicyclists in the roadway; improved loading and unloading – trunks are adjacent to the sidewalk and open car doors offer protection from the street allowing for loading and unloading to occur outside the traveled area; improved accessible parking- accessible parking spaces can be placed adjacent to curb ramps; increased space – reverse angle parking does not require as much space to maneuver as traditional angle parking which may result in an increased number of parking spaces or additional room for sidewalks, bike lanes, etc.; and traffic calming – the back-in maneuver encourages slower vehicle operating speeds.

Potential downsides for back-in angle parking includes vehicles overhanging sidewalks – this can be alleviated with proper design and placement; vehicles backing into street furniture – this can be alleviated with proper design and placement; vehicles may enter the spaces head-in from the opposite side of the street – this can be alleviated with enforcement, signs, and driver awareness; and potential congestion – as with parallel parking, backing in may cause some congestion on heavily trafficked streets. Mr. Riesland said each potential location would be evaluated to determine if it is an appropriate site for back-in angle parking.

Mr. Riesland said Tucson, Arizona, uses back-in angle parking and had reported an average of three to four bike/car crashes per month before back-in angle parking was implemented and zero crashes have been reported since implementing back-in angle parking. Overall, back-in angle parking improves the safety of the bicyclist and drivers by increasing visibility and makes accessing your car easier and safer.

Item 4, continued:

Transition for drivers should not be difficult when aided with signs, education, etc., to clarify the appropriate use of the parking spaces. Mr. Riesland said "seed" cars could also be parked in a few spaces in the beginning to provide a visual example of the correct way to park. He said Staff has created an informational brochure to educate motorists regarding back-in angle parking, which will help with the necessary educational outreach necessary to inform the public of the switch. The parking itself is a simple driving operation that is, in fact, easier than parallel parking and easier than blindly backing into an active traffic lane to leave a space.

Other cities that have back-in angle parking include Tulsa, Oklahoma; Birmingham, Alabama; Charlotte, North Carolina; Chico, California; Everett, Washington; Honolulu, Hawaii; Indianapolis, Indiana; Knoxville, Tennessee; Marquette, Michigan; Santa Barbara, California; Syracuse, New York; Washington D.C.; Hoboken, New Jersey; Auburn, New York; Vancouver, Washington; Davidson, North Carolina; Fort Collins, Colorado; Albuquerque, New Mexico; Bloomfield, New Jersey; Missoula, Montana; New York, New York; Olympia, Washington; Philadelphia, Pennsylvania; Portland, Oregon; Salem, Oregon; Salt Lake City, Utah; San Francisco, California; Seattle, Washington; Tacoma, Washington; Venture, California; Wilmington, Delaware; Burlington, Vermont; Enid, Oklahoma; New Braunfels, Texas; Eugene, Oregon; South Bend, Indiana; Sarasota, Florida; and Arlington, Texas.

Mr. Riesland said signs will need to be displayed to alert motorists on the other side of the street that head-in parking in spaces intended for back-in parking is illegal, but over time, drivers will become more accustomed to the back-in angle parking and avoid the temptation to park illegally head-in.

In order to properly enforce this, a change to the existing Code of Ordinances will be needed. Section 20-805 of the Code of Ordinances deals with "Parking, stopping, or standing not to obstruct traffic." Mr. Riesland said Section 20-805(7) states "No person shall park, stop, or stand a vehicle facing the opposite way from the normal flow of traffic," which is proposed to be amended to state, "No person shall park, stop, or stand a vehicle facing the opposite way from the normal flow of traffic including turning across a double solid yellow line to park head-in in a space intended for reverse angle back-in parking in the opposite direction."

Mr. Riesland said if the Committee is in agreement with the proposed Ordinance change, Staff will work on an agenda item for Council approval. Staff will also make the arrangements necessary to implement the back-in angle parking pilot project on the west side of James Garner Avenue between Symmes Street and Apache Street.

Committee members unanimously supported Staff's proposal for the pilot project and are looking forward to hearing the results.

Items submitted for the record

1. PowerPoint presentation entitled, "Back-In Angle Parking Pilot Project on James Garner Avenue and Associated Ordinance Change," dated August 26, 2021

* * * * *

MISCELLANEOUS COMMENTS.

Ms. Susan Meyer, Norman business owner and resident, said a developer wants to build a commercial strip mall at the northeast corner of Lindsey Street and Berry Road, which is currently zoned R-1, Single Family Residential District. She said the developer wants special treatment to circumvent the traffic controls the City installed along Lindsey Street and she does not believe the developer should be allowed to have ingress and egress from Berry Road as other businesses in the area have restrictive access to their storefronts and are not allowed to enter or exit off Berry Road. She believes the developer's request would cause safety issues for drivers, pedestrians, and emergency vehicles because the intersection already has a high amount of daily traffic including the influx of students at the University of Oklahoma. She said her insurance company refused to renew her 20-year commercial business insurance because their algorithm shows future losses will be too high. She said a new strip mall will only add to the existing strip mall vacancy problem and asked that City Council please consider the traffic and safety impacts to surrounding property owners as well as existing businesses when considering this developer's request. She is also concerned that a traffic impact study will not be required for the development.

Residents along Jenkins Avenue voiced concerns about the Jenkins Avenue Widening Project as the City is allegedly wanting up to six feet of their property and is planning to remove some very old trees. They said the University of Oklahoma is across the street and has more "empty" property to give up than the residential property owners and wondered if the City could ask the University for additional property for the project. Chairman Holman asked Staff to look at options to keep as many trees as possible as well as working with property owners regarding their right-of-way concerns.

Items submitted for the record

- 1. Proposed draft Accurate Traffic Data Resolution
- 2. Letter from Susan Meyer

* * * * *

The meeting adjourned at 6:04 p.m.		
ATTEST:		
City Clerk	Mayor	

CITY COUNCIL STUDY SESSION MINUTES

September 21, 2021 5:30 p.m.

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Executive Conference Room on the 21st day of September, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall,

Holman, Schueler, Peacock,

Tortorello, Mayor Clark

ABSENT: Councilmembers Lynn and Studley

Item 1, being:

DISCUSSION REGARDING AMERICAN RESCUE PLAN ACT OF 2021 (ARPA) STORMWATER PROJECTS.

Mr. Shawn O'Leary, Director of Public Works, said Stormwater Capital Improvement Projects (CIP) generally consist of improvements to the stormwater conveyance system through infrastructure repairs (replacing culverts, pipes, channel liners), stream stabilization (repairing damage to streambanks caused by stormwater flows), and property acquisition/buyouts (acquiring properties within the floodway or floodplain). He said projects can be placed on the list through citizen, organization, or Council requests based on complaints from residents experiencing flooding of their property. There are also special studies as a result of public or Staff identified problem areas, such as the lower Imhoff Creek Study. He said Staff identifies problems through routine maintenance/inspections or in response to flooding events.

There is a method detailed in the Stormwater Master Plan (SWMP) that helps determine project prioritization that includes factors such as public safety, sustainability, funding advantages, positive impacts on neighborhoods and the environment, relationship to other infrastructure issues, and costs versus benefits. Ms. Carrie Evenson, Stormwater Program Manager, said factors are weighted based on importance and each factor is then rated from most relevant to no relevance to obtain a factor score and each project's score is ranked accordingly. There are approximately 60 projects identified and new projects are ranked and added as necessary. The City has completed six projects to date and the total estimated cost of the remaining projects is \$106 million.

In 2019, a Stormwater Citizen Committee met for two years to discuss a Stormwater Utility (SWU) and they recommended a SWU rate and Stormwater General Obligation (G.O.) Bond. Mr. O'Leary said the proposed G.O. Bond was \$60 million, which would be a \$5.25 per month property tax increase based on property's market value of \$150,000. At that time, 33 projects were selected within the eight wards that included streambank stabilization, infrastructure replacement, capacity improvements, and detention pond expansion. The proposition for the G.O. Bond and SWU went to a vote of the people and failed.

City Council Study Session Minutes September 21, 2021 Page 2

Ms. Evenson said potential projects using ARPA funds would be improvements to Lower Imhoff Creek that has significant bank erosion for an overall cost of \$7,500,000. He said the project would be phased to make it easier to fund and Phase I will consist of the area south of Imhoff Road Bridge for an estimated cost of \$3,500,000. This project is currently under design (funds encumbered) and is the highest ranking SWMP project that is "shovel ready." Phase II will consist of the area north of Imhoff Road Bridge at an estimated cost of \$4,500,000 to be completed at a later date. He said property owners are losing their backyards at an alarming rate and one property owner's sewer infrastructure will be put into jeopardy if this project is not completed as soon as possible.

Mr. O'Leary said criteria for using ARPA funds is making sure natural materials (reverse gabion, typical gabion, rock toe, etc.) are used for projects so no concrete retaining walls will be constructed.

Another potential stormwater project for ARPA funds is Norman Nature Park, which is located at South Carter Avenue and Alameda Street at an estimated cost of \$1,500,000. The goal is to provide additional floodplain storage capacity (retention basin), serve as an outdoor classroom with access to Bishop Creek, and provide a location for green infrastructure installation and demonstration projects. This project was originally envisioned as a stormwater remediation project, but the City has the added benefit of being able to add park amenities and ecosystem education to the project.

Another potential stormwater project for ARPA funds is Imhoff Bridge repairs, which was given the highest priority for maintenance in the FYE 2022 Bridge Maintenance Program. On July 29, 2021, stormwater maintenance Staff notified the City of failure of the southeast wing wall with enough significant damage to require closure of Imhoff Road at the bridge. On August 11, 2021, the contractor identified spalling on the northwest wing wall that had dangerously separated from the bridge structure. The bridge needs emergency repairs at an estimated cost of \$1 million or be replaced at a cost of \$4 to \$5 million.

Councilmembers supported Staff's recommendations, but wanted to continue to explore other funding sources for lower ranked stormwater projects, such as Norman Nature Park.

Councilmembers questioned whether Cleveland County would be interested in helping fund some of the stormwater/bridge projects. Mr. O'Leary said there is State and Federal funding available for bridges and Staff has looked into that, but Norman's bridges do not rank as well as road projects. He said the City has accomplished more stormwater projects through G.O. Bonds by combining road infrastructure with stormwater infrastructure improvements. He encouraged Council to consider a Bridge Maintenance Bond Program and Councilmembers agreed and felt a bridge maintenance bond package would have a very good chance of receiving approval from voters.

Mr. Darrel Pyle, City Manager, said there is statewide recognition of aging bridge conditions and how susceptible every community can be to loss from flooding. He said there is a lot of chatter in Washington D.C. regarding bridges so this is a nationwide issue and there could be more funding for bridges available through the proposed Federal Infrastructure Package (approximately 1.2 to 3.5 trillion dollars).

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City Council Study Session Minutes September 21, 2021 Page 3

Councilmembers said although they support the stormwater infrastructure projects discussed tonight, they would like to use some of the ARPA Funds to help citizens, businesses, or organizations within the community impacted by COVID before committing anymore ARPA Funds to other projects.

The meeting was adjourned at 6:30 p.m		
ATTEST:		
City Clerk	Mayor	

CITY COUNCIL SPECIAL SESSION MINUTES

September 28, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session at 5:00 p.m. hosted in the Municipal Building Executive Conference room on the 28th day of September, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall,

Holman, Lynn, Peacock, Schueler,

Tortorello, Mayor Clark

ABSENT: Councilmember Studley

Item 1, being:

REPORT ON THE ADVANCED METERING INFRASTRUCTURE ASSESSMENT RESULTS.

Mr. Chris Mattingly, Director of Utilities, said Staff will be forthcoming with a water utility rate increase and two big ticket items for that proposal will be Advanced Metering Infrastructure (AMI) and groundwater disinfection pump.

Mr. Nathan Madenwald, Utilities Engineer, said E Source, a solutions-based consulting, research advisory, and data science firm, has done some great work on preparing information and data on AMI in Norman. He introduced Ms. Nicole Pennington, E Source Senior Project Manager for the AMI Assessment. Ms. Pennington said she will be presenting information on assessment expectations, current State evaluation, goals and key messages, business case, implementation schedule, and next steps. She introduced Mr. Todd Barlow, Executive Consultant for E Source, who will be helping with questions at the end of the presentation.

Ms. Pennington said the purpose of the AMI Assessment was to define the overall AMI project goals and objectives specific to the City of Norman; create a business case; assess disciplines and technology across the organization to identify gaps and determine readiness and develop an implementation strategy; build a stakeholder engagement vision; and present the findings and recommendations. She said the ultimate goal is to ensure a thorough due diligence effort to the citizens of Norman. She said City Staff is engaged and well-qualified to adopt AMI technologies and run on very lean staffing, e.g., estimating a high number of meter reads. She said there will be a transition with new roles and responsibilities, which is a gap across every utility in the country. She said, as far as the technology, Norman is well positioned for billing integration and will continue prioritization on security. She said funding will be needed that includes a proposed water rate increase and potential Department of Interior (DOI) WaterSMART grant.

Ms. Pennington said Staff participated in an anonymous survey in July and August 2021, and top scoring areas included stakeholder engagement; digital strategy; customer satisfaction; safety; costs; and environmental responsibility. Lowest scoring areas included meter reading; reliability; revenue assurance; and maintenance.

City Council Special Session Minutes September 28, 2021 Page 2

Item 1, continued:

Goals and key messages consist of leveraging AMI technology to engage customers and enhance their overall utility experience, such as timely usage information and alerts for leaks or high usage; providing better data to increase responsiveness to customer inquiries thereby empowering customers to make informed decisions; reducing manual processes (e.g., meter reading) along with new tools to improve efficiencies resulting in fewer estimated bills, responsiveness to customer inquiries, and an increase in value added activities. Ms. Pennington said utility analytics and system monitoring allows Norman to make data driven decisions (e.g., water loss reduction, future capital investments, asset management, etc.) and continually improves operational processes. The AMI process is a natural "next step" to contributing to Norman's community-wide environmental sustainability effort, reduces greenhouse gases, provides a quality water system, and conserves water by detecting leaks.

Ms. Pennington highlighted three business case scenarios as basic, moderate, and extended, which included meter replacements, remote disconnects, sensors and Internet of Things (IoT), and software at various levels identified in the presentation. E Source recommends Norman move forward with the moderate AMI option with net zero staffing included in the model. She highlighted costs of basic AMI - \$1,412,016; moderate AMI - \$3,576,383; and extended AMI - \$9,661,789.

The implementation schedule would consist of voter approval in April 2022, procurement in February 2023, and AMI deployment in February 2025.

Mr. Barlow said the current meters have to be replaced with smart meters in order to have reliable and accurate readings. If the water rate increase failed, E Source would begin drilling down into the budget and review eliminating or partially funding projects, staging projects, etc.

Councilmembers agreed there is a need to modernize the City's infrastructure and said it will be important for the City to educate citizens on benefits, features, and cost savings of AMI technology.

Items submitted for the record

1. PowerPoint presentation entitled, "City of Norman Advanced Metering Infrastructure (AMI) Assessments Results," dated September 28, 2021

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City Council Special Session Minutes September 28, 2021 Page 3

Item 2, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(3) TO DISCUSS THE ACQUISITION OF REAL PROPERTY LOCATED AT 318 EAST COMANCHE STREET AND 207 EAST GRAY STREET.

Motion to Adjourn. Moved by Councilmember Foreman. Seconded by Councilmember Hall. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, and Tortorello. Nayes: None.

The City Council convened into Executive Session at 5:38 p.m. Ms. Kathryn Walker, City Attorney; Mr. Darrel Pyle, City Manager; Mr. Anthony Francisco, Director of Finance; Ms. Heather Poole, Assistant City Attorney; and Mr. Jason Olsen, Director of Parks and Recreation, were in attendance at the Executive Session.

Motion to Reconvene. Moved by Councilmember Holman. Seconded by Councilmember Foreman. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, and Tortorello. Nayes: None.

The Mayor declared the motion carried and the Special Session was reconvened at 6:15 p.m.

The Mayor said the acquisition of real property located at 318 East Comanche Street and 207 East Gray Street was discussed in Executive Session. No action was taken and no votes were cast.

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ADJOURNMENT

The Mayor adjourned the meeting at 6:29 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL CONFERENCE MINUTES

October 12, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a conference at 5:30 p.m. in the Municipal Building Executive Conference room on the 12th day of October, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 24 hours prior to the beginning of the meeting.

PRESENT: Councilmembers Foreman, Hall,

Holman, Lynn, Peacock, Schueler, Studley, Tortorello, Mayor Clark

None

Item 1, being:

ABSENT:

DISCUSSING REGARDING THE CURRENT CITY OF NORMAN MASS TRANSIT SYSTEM AND ON-DEMAND MICROTRANSIT SERVICE PROGRAMS.

Mr. Shawn O'Leary, Director of Public Works, introduced Dr. Marilyn Dillon, Ph.D., Mobility Management Administrator/American with Disabilities Act (ADA) Coordinator for Embark. He said tonight's discussion will include background and major milestones; existing City service overview; Regional Transportation Authority (RTA); Go Norman Transit Plan; microtransit/ondemand services; and next steps. He said Arlington, Texas, has a program known as VIA, which is a private company operating an on demand microtransit system. He said the City of Norman operates a mass transit system that moves a large number of people with large vehicles and microtransit moves a few number of people with small vehicles. He said microtransit is naturally more expensive, but is an on-demand service making it the Uber of transit.

In August 2018, the City was notified the University of Oklahoma (OU) wanted to transfer the transit system to the City of Norman; in February 2019, the RTA was officially formed; in July 2019, OU transferred the transit system to Norman and Norman partnered with EMBARK to operate the system fare free for fixed routes and paratransit service; in November 2019, voters approved a Public Transit Sales Tax; in July 2020, the Go Norman Study began; in November 2020, the groundbreaking for the new Transit/Public Safety Maintenance Building was held; and in June 2021, the Go Norman Plan was unanimously approved by City Council.

Mr. Taylor Johnson, Transit and Parking Program Manager, said the Norman transit system is fare free and operates on a fixed schedule, Monday through Friday from 7:00 a.m. to 10:00 p.m. and Saturday from 10:00 a.m. to 7:00 p.m. The transit system services various destinations in Norman and has a fleet of 13 fixed route buses which carried 189,664 passengers in FYE 21. He highlighted the fixed routes that include Route 110 – Main Street; Route 111 – Lindsey Street East; Route 112-Lindsey Street West; Route 120 – West Norman Link; and Route 121 – Alameda Street/East Norman. He said two specialty routes include Route 024 – Norman/Sooner Express (operated by EMBARK in Oklahoma City and Route 144 – Social Security (operates on Tuesday and Friday afternoons when the Moore Social Security Office is open).

Mr. Johnson said the paratransit system is fare free as well and operates in two zones with Zone 1 (paratransit service required to provide 3/4 mile around fixed routes) being available Monday through Friday from 7:00 a.m. to 10:00 p.m. and Saturday from 7:00 a.m. to 7:00 p.m. and Zone 2 (service of 3/4 mile to City limits provided, but not required) operates Monday through Friday from 7:00 a.m. to 7:00 p.m. He said the paratransit system has a fleet of 15 buses, which carried 16,338 passengers in FYE 21. He said since the City accepts federal funds for the transit system, the City is required to provide a paratransit service for eligible individuals who are not functionally able to ride fixed route bus service due to a disabling condition. He said paratransit riders must submit an application and once approved they can schedule a trip one to seven days in advance. He said there are currently 563 active paratransit customers.

Mr. Johnson said FYE 22 expenses are anticipated to be \$7,108,252 (\$5,401,850 without fleet replacement) that includes EMBARK Interlocal Agreement - \$3,585,856; Fleet Maintenance, Fueling, Cleaning, Staff - \$1,568,992; Fleet Replacement - \$1,706,402; and other costs (Administrative Staff, annual fees/memberships, etc.) - \$247,002. He said FYE 22 revenues are anticipated to be \$7,108,252 (\$5,487,357 without fleet replacement) that includes Annual FTA Section 5307 Urbanized Formula Allocation/Grant - \$2,000,000; Public Transit Sales Tax - \$2,550,000; FTA Section 5339c Fleet Replacement Grant - \$639,969; Oklahoma Department of Environmental Quality (ODEQ) Volkswagen Settlement Fleet Replacement Grant - \$450,000; Oklahoma Department of Transportation (ODOT) Public Transit Revolving Fund - \$134,285; Norman Regional Hospital - \$50,000; Bus Stop Advertising - \$12,000; and General Fund - \$1,271,998.

Mr. Johnson said a 20,000 square foot facility to house transit operations, maintenance activities, and maintenance of heavy duty public safety equipment is under construction on North Base at a cost of \$7,584,743.41. He said the facility construction is being funded by Federal Transit Authority (FTA) CARES Act Grant - \$5,057,371; Capital Fund - \$1,657,372.41; and Public Safety Sales Tax (PSST) - \$870,000. Substantial completion and move in is anticipated to be November 2021.

Currently, the City is utilizing OU's Brooks Street Transfer Station for operations, but is working to establish a City Transit Center in the downtown area because of existing infrastructure (sidewalks, bike lanes/paths, access to street grid for routes, etc.), improved access to major destinations, and continued momentum to create a more vibrant downtown. The budget for the Transit Station is anticipated to be \$1,234,900 that includes land acquisition - \$442,500 and construction/remodeling - \$792,700.

The RTA was officially formed in February 2019, that included six member cities – Del City; Edmond; Midwest City; Moore; Oklahoma City; and Norman. The Transit System Plan was approved in April 2021, and members are currently working on an Alternative Analysis that includes corridor planning, stations and Land Use, and concept development.

Staff has been working with Nelson/Nygaard Consulting Associates, Inc., (Nelson/Nygaard) for a comprehensive evaluation of the existing transit service to identify opportunities to improve transit service for the community. The study is a strategic plan to optimize and expand transit over the next 20 years. Outreach activities included promotion of the project website to citizens and stakeholders, public meetings, and promotion of an online survey to obtain feedback on existing transit service and suggestions for potential improvements.

The transit study began in July 2020, and included 1) Existing Conditions Analysis – routes, schedules, ridership, destinations, paratransit trips, demographics, employment and travel patterns; 2) Scenario Planning - consisted of community meetings and online surveys as well as discussions with bus drivers, mechanics, and stakeholders; and 3) Report Development – route changes, service expansion, transit center, bus stops, and new buses.

The Transit Study reviewed major destinations such as University of Oklahoma; Sooner Mall; University Town Center; Walmart Supercenter stores; Community Services Building; and Robinson Crossing shopping center. The study also reviewed existing routes as well as the transit market that includes families without a car, seniors who do not drive, employees without a car, students, low-wage employees; and commuters to and from Oklahoma City.

The Transit Study consisted of numerous public engagement activities that included online and on-board surveys, in-person and virtual community meetings, social media posts, utility bill inserts, project website, and posters on buses. A stakeholder group was established to solicit feedback and share information. The final report included operational and capital recommendations to the existing service and future expansion as well as existing conditions, fare analysis, transit support design toolkit, and outreach summary. The Go Norman Transit Plan was unanimously adopted by Council on June 22, 2021.

Summarized recommendations include: Update and Streamline the Route Network – realign bus routes to better serve the needs of existing and potential transit riders by improving access to key destinations and reducing travel time; Establish a Downtown Transit Center – relocate the local route transfer hub from the OU Campus to Downtown Norman to maximize efficiency and allow for future service expansion; Strategically Expand Bus Service – extend routes to serve emerging destinations, offer longer hours and more frequent service, and operate on Sundays; Upgrade and Standardize Fleet – replace aging vehicles and assemble a uniform fleet to minimize maintenance costs and pursue FTA grants for replacement buses; Continue to Operate Fare Free – avoid costly collection equipment on new buses and allow riders to adjust to route changes and the local economy to recover from the pandemic before re-evaluating the fare policy; and Promote Transit Supportive Land Use – make transit easier to access and encourage more sustainable development and maximize rider safety, comfort, and convenience.

On-demand or Microtransit services at its basic level is low-capacity, flexible public transit service that is privately or publicly operated, technology based, and uses vans or shuttle type vehicles. Microtransit is typically deployed to compliment traditional public transit in areas of low-density mobility, underperforming bus routes, or paratransit services. Microtransit has really started to evolve and become more popular in the last five years.

On-demand or Microtransit services generally have microtransit zones or offer citywide service. Some providers include VIA (operations, maintenance, and/or technology); Spare (technology); Moovit (technology); Routematch by Uber (technology); and RideCo (technology). Mr. Johnson said Arlington, Texas, is the only City offering citywide on-demand transit service while a few other cities offer microtransit zone services. He said Arlington is 99 square miles with a population of 398,864 in 2020 and their ridership from October 1, 2020, through September 25, 2021, was 179,814. The cost of operations is \$8,300,000 and they have a fare fee system as follows:

- Trips from 0 to 1.5 miles \$3.00
- Trips from more than 1.5 to 3 miles \$3.50
- Trips from more than 3.43 to 5 miles \$4.00
- Trips from less than 4.5 to 6 miles \$4.50
- Trips over 6 miles \$5.00
- ViaPass \$25.00 weekly pass that allows up to four trips per day

Norman has 189 square miles with a population of 125,762 and ridership of 206,002 from July 1, 2020, through June 30, 2021. Norman's transit service is fare free and cost of operations is \$6,231,850 (\$5,401,850 for operations/maintenance/administrative costs, etc., \$600,000 for one bus replacement, and \$230,000 for two paratransit vehicle replacements).

Mr. Johnson highlighted testimonials from a few cities that have on-demand or microtransit service. Tulsa Transit stated, "It is a fallacy to think on-demand is more cost effective than fixed route. Our vision is to focus on key fixed routes and use microtransit for first and last mile service." Dallas Area Rapid Transit (DART) stated, "Dallas is currently operating 17 microtransit zones and there will be an expansion to 30 zones in 2022 with some of the zones replacing fixed route services as recommended in their DARTzoom Plan." Denton County Transportation Authority (DCTA) stated, "We began on-demand service on September 7, 2021, alongside the fixed route service to observe ridership trends. Originally planned to discontinue all non-university routes on December 6, 2021; however, it will depend on the analysis of ridership and feedback." A Big 12 University City stated, "We would not go 100% on-demand because it is not cost effective. A fixed route bus in a high density area gets far more productivity than a 15 passenger vehicle. Our microtransit program is only suitable for areas where fixed routes cannot go or there is not enough density to sustain it."

The City of Norman initially considered microtransit service for northwest or southeast Norman that are underserved areas, but decided not to pursue this as it was showing to result in a large increase to the transit program budget. In the Go Norman Transit Plan planning horizon, approximately 10 years, it was identified that there are greater needs particularly with frequency in areas already served by fixed route service. Existing fixed routes carried ten to 40 riders per service hour pre-pandemic and six to 17 riders per service hour in FYE 21 with limited capacity restrictions. Existing paratransit service carried 1.5 riders per service hour pre-pandemic and per service hour in FYE 21. On-demand/microtransit typical carries three to four riders per service hour when used as a fixed route replacement.

Mr. Johnson said Staff is seeking Council's input on an EMBARK Norman Plus On-demand Service Pilot Project by leveraging the City's existing partnership with EMBARK. Services of Routematch, the City's existing paratransit software provider, can be utilized. Estimated cost increases include operations/maintenance/and fuel - \$571,830 that assumes level demand for service to switch to on-demand; however, demand for the service could increase. In addition, if the service remains free, costs could double to \$1,143,660. This pilot project assumes no trip will be longer than ten miles and fully loaded trip cost uses a standard cost per revenue hour (\$70) and assumes that two trips can be completed per hour. Routematch would cost an additional \$127,440 for the first two years and \$43,360 per year after that. There would be one-time capital cost of \$230,000 to \$345,000 for two to three paratransit vehicles to handle the on-demand service.

Next steps include continuing to explore and implement the immediate/short-term Go Norman Transit Plan recommendations to design and build a Downtown Transit Center, creating new bus stops to serve recommended route network, and implementing recommended route network.

If Council directs pursuing implementation of on-demand paratransit pilot program, Staff recommends a mid-fiscal year 2023 start date of January 2023. Mr. Johnson said Staff would need to create the pilot program and policies, zones of operation, fare or no fare, marketing, etc., as well as finalize costs and submit for EMBARK's annual operating contract for FYE 2023. He said finalized costs will include an increased cost for EMBARK's annual operating contract for FYE 2023; increased costs for City of Norman maintenance and fuel for FYE 2023; increased costs of technology service provided by Routematch in FYE 2023; and procurement of two to three paratransit vehicles (if funding could be realized in FYE 2022, that would be ideal due to delay in vehicle production).

Councilmembers were very interested in a pilot program because having to schedule rides 24 hours in advance can be a burden to citizens, particularly those with disabilities, that may need immediate rides for any number of reasons. Councilmembers suggested reaching out to Cleveland County to see if they would be interested in helping fund an on-demand program since many areas in Cleveland County, such as Little Axe, have no bus service at this time.

Items submitted for the record

1. PowerPoint presentation entitled, "City of Norman Transit (Mass Transit and Microtransit)," dated October 12, 2021

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The meeting was adjourned at 6:30 p.m.	
ATTEST:	
City Clerk	Mayor





CITY OF NORMAN, OK

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069 Tuesday, November 30, 2021 at 6:30 PM

MINUTES

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

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

CALL TO ORDER

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

ROLL CALL

PRESENT

Mayor Breea Clark
Councilmember Ward 1 Brandi Studley
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Lee Hall
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman

Councilmember Ward 8 Matthew Peacock

PLEDGE OF ALLEGIANCE

Mayor Clark led the Pledge of Allegiance.

APPROVAL OF MINUTES

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

CITY COUNCIL MINUTES OF NOVEMBER 9, 2021 NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 9, 2021 NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 9, 2021 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF NOVEMBER 9, 2021

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

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Brenda Hall, City Clerk
- 2. City Council Minutes of November 9, 2021
- 3. Norman Utilities Authority minutes of November 9, 2021
- 4. Norman Municipal Authority minutes of November 9, 2021
- 5. Norman Tax Increment Finance Authority minutes of November 9, 2021

The Minutes were Approved.

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AWARDS AND PRESENTATIONS

 PRESENTATION OF AN AWARD FOR LAW ENFORCEMENT RE-ACCREDITATION TO THE NORMAN POLICE DEPARTMENT FROM THE OKLAHOMA ASSOCIATION OF CHIEFS OF POLICE.

Mr. Kevin McCullough, Chair of Accreditation Committee for the Oklahoma Association of Chiefs of Police, presented a Leadership Award and Renewal of Accreditation to Major Brent Barbour.

Items submitted for the record

1. Staff Report dated November 30, 2021, from Kevin Foster, Chief of Police, and Oklahoma Association of Chiefs of Police

PROCLAMATIONS

3. <u>CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-14:</u>
PROCLAIMING FRIDAY, DECEMBER 3, 2021, AS INTERNATIONAL DAY OF PEOPLE WITH DISABILITIES IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 6 Foreman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Cinthya Allen, Chief Diversity and Equity Officer
- 2. Proclamation P-2122-14

Participants in discussion

 Ms. Miranda Hooper, Chair of Norman Citizens ADA Advisory Committee and Cleveland County Disability Coalition, and Mr. Victor Long, member of the ADA Citizens Advisory Committee and Cleveland County Disability Coalition, accepted proclamations and thanked the Council

Receipt of the Proclamation was Acknowledged.

* * * * *

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-15: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING FRIDAY, DECEMBER 10, 2021, AS INTERNATIONAL HUMAN RIGHTS DAY IN THE CITY OF NORMAN.

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

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Cinthya Allen, Chief Diversity and Equity Officer
- Proclamation P-2122-15

Participants in discussion

1. Mr. Brent Smith, Chair of the Norman Coalition for Refugee Support, accepted the proclamation and thanked the Council

Receipt of the Proclamation was acknowledged.

COUNCIL ANNOUNCEMENTS

<u>Giving Tuesday</u>. Councilmember Schueler said today, November 30th, is "Giving Tuesday" and asked residents to give to the non-profits if they are able to give.

*

Homeless GAPS Analysis Survey. Councilmember Schueler said there will be two public meetings regarding the Homeless GAPS Analysis Survey on Monday, December 6th, at the Norman Central Library, the first meeting is from 10:00 a.m. to 12:00 p.m. and the second will be from 5:30 p.m. to 7:30 p.m. This is an opportunity for citizens to provide input on priorities needed to address homelessness in our community. She said there is also an online survey that citizens can fill out and the links to the survey are on the City website.

Councilmember Hall said this meeting is part of the overall plan designed from the very beginning to have a preliminary plan and the preliminary report presented to Council. She said now is the time for community engagement by attending these meetings and to fill out the brief survey because the feedback is so important to this process.

*

<u>I-35 Corridor</u>. Councilmember Schueler said the Oklahoma Department of Transportation (ODOT) is working on updating and improving the I-35 corridor between S.W. 4th Street in Moore and Robinson Street in Norman. In order to receive input, she said ODOT has a Virtual Open House that started on November 15th and will run through December 10th. She said the link is available on the ODOT Website or through the City of Norman Facebook Page. She said her Councilmember Page also shares the link.

*

<u>The Well</u>. Councilmember Hall welcomed The Well to Ward 4 and Center City. She was delighted to be able to attend the Grand Opening on November 12th of this transformational Cleveland County Project built in the heart of Norman. She said she is excited about the impact the facility will make on Norman as a whole and all of the opportunities and partnerships that are being created to promote wellness in Cleveland County. She said this project is so important for the James Garner Corridor that connects Main Street to the University of Oklahoma Campus.

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<u>Diversity and Equity</u>. Councilmember Hall said on Wednesday, December 1st, from 6:00-8:00 p.m., the City of Norman and Cinthya Allen, Chief Diversity and Equity Officer, are hosting a Community and Conversation Event to encourage involvement through dialogue and awareness regarding diversity and equity and to learn more about the division's programs, goals, and initiatives. She said she appreciates Ms. Allen making this opportunity available to the community and hopes everyone will attend.

Councilmember Peacock said the event will be at the Central Norman Library. He said being informed and having two-way dialogue is critical to insuring the services and programming provided by the City of Norman addresses the community in ways which are meaningful and effective. He said this event is a first of a series with a goal of continuing open dialogue and broad community engagement. He thanked Ms. Allen for all of her hard work.

*

<u>City Council Oversight Committee</u>. Councilmember Hall said the City Council Oversight Committee Meeting will be held Thursday, December 9th, at 4:00 p.m. She said this meeting will, for the first time, provide a monthly update of the City's continuing efforts to reduce homelessness in Norman.

*

Andrews Parks Tree Lighting. Councilmember Hall said on Friday, December 10th, at 5:30 p.m. will be the Andrews Park Tree Lighting. She said those who come will enjoy hot cocoa, holiday music, and the tree lighting. She said at 7:00 p.m. participants will walk to the Central Library where the Pioneer Library System will be hosting crafts, story time, and photos with Santa.

*

<u>Second Friday Art Walk.</u> Councilmember Hall announced the Second Friday Art Walk will be held December 10th from 6-9 p.m. in the Walker Arts District and Historical Downtown Norman. She said this is a great time to remind residents to "Shop Local" and "Shop Small" and support all of the City's local artists.

*

<u>Lincoln Riley</u>. Councilmember Foreman said Norman has been a divided city for the last year and a half and it is a beautiful thing to put our differences aside to all band together with our dislike of Lincoln Riley right now. She said "Forget Him", "In Bob, we trust" and Boomer Sooner.

*

<u>State of the City</u>. Councilmember Holman thanked Mayor Clark and Governor John Johnson, Absentee Shawnee Tribe, for the "State of the City and State of the Absentee Shawnee Tribe" this evening. He said it provided some very informative statistics, projects, and updates about projects. He urged those who missed the presentation to watch it on YouTube.

Mayor Clark said that was the longest speech she has given but that is because there is a long list of accomplishments in our Community and also a long list of things to look forward to.

*

<u>Community Planning and Transportation Committee (CPTC)</u>. Councilmember Holman said the CPTC hasn't been scheduled yet for December but he would like to meet. He said a Public Transit update is provided at each meeting. He said those who cannot attend can watch the meeting on YouTube.

*

<u>Norman Music Festival</u>. Councilmember Holman said the Norman Music Festival will be back this year at the end of April, 2022. He said there are only two days left for musicians and performers to submit an application.

*

Councilmember Announcements, continued:

<u>Ugly Sweater 5K</u>. Mayor Clark said she is going to put on an ugly sweater and attend the Ugly Sweater 5K with the Mayor. She said it will be at Ruby Grant Park, Saturday, December 11th, at 10:00 a.m.

*

<u>Listening Session with Norman Police Department</u>. Mayor Clark said on Wednesday, December 8th, from 6:00 p.m. to 7:00 p.m. at the Central Norman Library is a Listening Session with Norman Police Department regarding the restructuring with our Community Outreach Bureau. She said she looks forward to Captain Stacy Clements joining Council to continue this conversation.

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CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 5 through Item 35 be placed on the consent docket.

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

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

Item 5 through 35 were Placed on the Consent Docket.

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First Reading Ordinances

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-32 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Item 5, continued:

Ordinance O-2122-32 was Adopted Upon First Reading by Title.

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Kathryn Walker, City Attorney
- 2. Ordinance O-2122-32

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Appointments

6. CONSIDERATION OF CONFIRMATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MAYOR'S APPOINTMENTS AS FOLLOWS:

BOARD OF ADJUSTMENT

TERM: 12-22-21 TO 12-21-24: CURTIS MCCARTY, WARD 8 TERM: 12-22-21 TO 12-21-24: PATRICK SCHRANK, WARD 6

ENVIRONMENTAL CONTROL ADVISORY BOARD

TERM: 10-27-21 TO 10-27-24: NATHALIE ROCHER, WARD 4

NORMAN FORWARD CITIZENS FINANCE OVERSIGHT BOARD

TERM: 12-22-21 TO 12-22-24: ERIK PAULSON, WARD 2 TERM: 12-22-21 TO 12-22-24: LINDA PRICE, WARD 1 TERM: 12-22-21 TO 12-22-24: ANDY RIEGER, WARD 4

NORMAN HOUSING AUTHORITY

TERM: 11-21-21 TO 11-21-24: PAUL AUSTIN, WARD 6

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

1. Staff Report dated November 30, 2021, from Brenda Hall, City Clerk

The Appointments were Confirmed.

Reports/Communications

7. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF OCTOBER 31, 2021, AND DIRECTING THE FILING THEREOF.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Anthony Francisco, Director of Finance
- Finance Director's Investment Report as of October 31, 2021

Receipt of the Report was Acknowledged.

* * * * *

8. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF OCTOBER, 2021.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Stacey Parker, Executive Assistant
- 2. Monthly Departmental Reports for the month of October, 2021

Receipt of the Report was Acknowledged.

Authorization for Purchase

9. CONSIDERATION OF AUTHORIZATION, APPROVAL, REJECTION, AMENDMENT, AN OR POSTPONEMENT OF THE PURCHASE OF BUILDINGS AND CONTENTS INSURANCE FOR THE CITY OF NORMAN FROM AFFILIATED FM INSURANCE COMPANY IN THE AMOUNT OF \$405,229 FOR THE PERIOD OF DECEMBER 1, 2021, TO DECEMBER 1, 2022, AND BUDGET APPROPRIATION FROM THE RISK MANAGEMENT FUND BALANCE.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Clint Mercer, Chief Accountant
- 2. Proposal of Insurance for the City of Norman, Oklahoma, and Norman Utilities Authority effective December 1, 2021, and presented December 3, 2021, prepared by Denise Engle, MBA, CPCU, AIC, Insurance Broker, Arthur J. Gallagher Risk Management Services, Inc. with Appendix, Bindable Quotations and Compensation Disclosure Schedule; Binding Requirements; Claims Reporting by Policy; CORE™ Loss Control Flyer; Cyber Liability eRiskHub Features; Appendix A, Affiliated FM Insurance Company and Attachment, Property Schedule for Insurance22

The Purchase of Buildings and Contents Insurance was Approved.

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Acceptance of Funds

10. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN INCENTIVE PAYMENT IN THE AMOUNT OF \$8,143 FROM THE PEPSI BEVERAGES COMPANY TO THE NORMAN MUNICIPAL AUTHORITY FOR THE EXCLUSIVE SALE OF PEPSI PRODUCTS AT THE WESTWOOD GOLF COURSE AND WESTWOOD FAMILY AQUATIC CENTER AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Jason Olsen, Director of Parks and Recreation
- 2. Contract K-1819-105

The Incentive Payment from Pepsi Beverages Company was Accepted.

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Easement

11. <u>CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-17</u>: A PERMANENT DRAINAGE EASEMENT DONATED BY DURWIN J. GAITHER FOR THE WEST IMHOFF ROAD BRIDGE EMERGENCY REPAIR PROJECT.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Joseph Hill, Streets Program Manager
- 2. Easement E-2122-17 with Exhibit "A", location map and legal description
- 3. Easement Table

Easement E-2122-17 was Accepted.

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12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-18: A PERMANENT DRAINAGE EASEMENT DONATED BY JENNIFER ANDERSON AND PETER SOPPELSA, JOINT TENANTS, FOR THE WEST IMHOFF ROAD BRIDGE EMERGENCY REPAIR PROJECT.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Joseph Hill, Streets Program Manager
- 2. Easement E-2122-18 with Exhibit "A", location map and legal description
- 3. Easement Table

Easement E-2122-18 was Accepted.

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13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-19: a PERMANENT DRAINAGE EASEMENT FROM SARAH HOLLAND AND ROBERT ASHLEY, JOINT TENANTS, IN THE AMOUNT OF \$10,400 FOR THE WEST IMHOFF ROAD BRIDGE EMERGENCY REPAIR PROJECT.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Joseph Hill, Streets Program Manager
- 2. Easement E-2122-19 with Exhibit "A", location map and legal description
- 3. Easement Table
- 4. Easement location map

Easement E-2122-19 was Accepted.

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14. CONSIDERATION FOR APPROVAL, GRANT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-22: GRANTING AN EASEMENT TO OKLAHOMA ELECTRIC COOPERATIVE TO PROVIDE ELECTRICAL SERVICE TO THE NEW SANITATION CONTAINER MAINTENANCE BUILDING AT 3440 JENKINS AVENUE.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

Item 14, continued:

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Nathan Madenwald, Utilities Engineer
- 2. Easement E-2122-22 with Exhibit "A", location map and legal description
- 3. Project location map

Easement E-2122-22 was Granted.

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Special Claims

15. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2122-2: SUBMITTED BY BRENT AND KAREN SHAMBAUGH IN THE TOTAL AMOUNT OF \$16,192.57 FOR VEHICLE DAMAGE AND CAR RENTAL FEES DUE TO AN INCIDENT WITH A SANITATION DIVISION TRASH TRUCK ON 24TH AVENUE S.W. ON JUNE 1, 2021.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Anthony Purinton, Assistant City Attorney
- 2. Estimate of Record dated October 11, 2021, in the amount of \$6,242.24 from Mills Body Shop
- 3. Vehicle Rental Agreement dated June 11, 2021, in the amount of \$798.77 from Enterprise Rental Car
- 4. Rental Record 997977816 from June 21, 2021, to July 20, 2021, in the amount of \$2,328.66 from Hertz Multi Month Rental Program
- 5. Rental Record 997977831 from August 20, 2021, to September 18, 2021, in the amount of \$2,275.15 from Hertz Multi Month Rental Program
- 6. Rental Record 997977842 from September 19, 2021, to October 15, 2021, in the amount of \$2,241.62 from Hertz Multi Month Rental Program
- 7 Photographs of damage to vehicle
- 8. Official Oklahoma Traffic Collision Report dated June 1, 2021

The Special Claim was Approved.

Contracts

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE CONTRACT K-1213-160: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND GARVER, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$22,500 FOR A REVISED CONTRACT AMOUNT OF \$219,475 TO PROVIDE ADDITIONAL DESIGN SERVICES ON THE ALAMEDA STREET WIDENING PROJECT FROM RIDGE LAKE BOULEVARD TO 48TH AVENUE S.E. AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Tim Miles, Capital Projects Engineer
- 2. Amendment No. One to Contract K-1213-160 with Attachment C, Compensation
- 3. Contract K-1213-160 with Attachment A, Scope of Services; Attachment B, Project Schedule; Attachment C, Compensation; and Attachment D, Owner's Responsibilities
- 4. Project location map

Amendment No. One to Contract K-1213-160 was Approved.

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17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT AND ADDENDUM NO. TWO TO CONTRACT K-1819-70: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE BALL CLUBS OF NORMAN (FORMERLY NORMAN YOUTH BASEBALL ACADEMY) FOR THE USE OF REAVES PARK BASEBALL/SOFTBALL FIELDS AND COMPLEX FOR THE PURPOSE OF ORGANIZING AND PROVIDING YOUTH AND ADULT BASEBALL AND SOFTBALL PROGRAMS FOR THE CITY OF NORMAN FOR A PERIOD OF FIVE YEARS.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Jason Olsen, Director of Parks and Recreation
- 2. Amendment No. One and Addendum No. Two to Contract K-1819-70
- 3. Aerial location map of Reaves Park future improvements
- 4. Request for Proposal RFP-1819-22 with Attachment "A", Operational Structure

Amendment No. One and Addendum No. Two to Contract K-1819-70 were Approved.

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18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-1819-133 (AMENDMENT NO. TWO): BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY FOR THE NORMAN FORWARD YOUTH FOOTBALL IMPROVEMENTS PROJECT AND FINAL PAYMENT OF \$58,952.69.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Jason Olsen, Director of Parks and Recreation
- 2. Application and Certificate for Payment dated November 18, 2021, in the amount of \$58,952.69 from Crossland Construction Company

Final Acceptance of Contract K-1819-133 (Amendment No. Two) was Approved.

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19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-1819-133 AMENDMENT NO. THREE: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY FOR THE SOUTHEAST PARKING ADDITION AT RUBY GRANT PARK (PHASE 1B) PROJECT AND FINAL PAYMENT OF \$16,228.35.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Jason Olsen, Director of Parks and Recreation
- 2. Application and Certificate for Payment dated November 18, 2021, in the amount of \$16,228.35 from Crossland Construction Company

Final Acceptance of Contract K-1819-133 (Amendment No. Three) was Approved.

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20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-1920-7: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL CONTRACTING SERVICES, INC., DECREASING THE CONTRACT AMOUNT BY \$3,130.50 FOR A REVISED AMOUNT OF \$305,104.50 FOR THE URBAN CONCRETE PAVEMENT PROJECT, FYE 2020 LOCATIONS, BID 1, (LAKECREST DRIVE FROM 12TH AVENUE N.E. TO ERIE AVENUE AND MCKINLEY AVENUE AND GEORGE AVENUE FROM LINDSEY STREET TO STINSON STREET), FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$12,405.24.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Joseph Hill, Streets Program Manager
- 2. Change Order No. One to Contract K-1920-7
- 3. Project location map

Change Order No. One to Contract K-1920-7 and Final Acceptance of the Project were Approved.

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMEN "AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-1920-47: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CENTRAL CONTRACTING SERVICES, INC., DECREASING THE CONTRACT AMOUNT BY \$3,184.50 FOR A REVISED CONTRACT AMOUNT OF \$298,970.50 FOR THE URBAN CONCRETE PAVEMENT FYE 2020 LOCATIONS, PROJECT 3, (GLENWOOD STREET, WIND HILL ROAD, ABE MARTIN DRIVE; LEANING ELM DRIVE; WINDING CREEK CIRCLE; WOODCREST CREEK DRIVE; HEMPSTEAD COURT; ROCKRIDGE COURT; AND CHARLES STREET), FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$12,098.54.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

Voting Yea: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 3 Lynn, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman

Items submitted for the record

- Staff Report dated November 30, 2021, from Joseph Hill, Streets Program Manager
- 2. Change Order No. One to Contract K-1920-47
- 3. Project location map

Change Order No. One to Contract K-1920-47 and Final Acceptance of the Project were Approved.

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22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF FINAL ACCEPTANCE OF CONTRACT K-2021-89: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CIMARRON CONSTRUCTION COMPANY FOR THE CRESTON WAY AND SCHULTZ DRIVE DRAINAGE IMPROVEMENT PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$53,690.36.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Hans Osgood, Stormwater Program Manager
- 2. Application and Certificate for Payment dated October 18, 2021, in the amount of \$53,690.36 from Cimarron Construction Company

Final Acceptance of Contract K-2021-89 was Approved.

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/Q "POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-2021-97: BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$12,875,632 FOR A REVISED CONTRACT AMOUNT OF \$16,280,106 FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES TO PROVIDE BUILDING CONCRETE, STEEL/JOIST/DECK FABRICATION & ERECTION, POOLS, CONCRETE/ASPHALT EXTERIOR PAVING, SITE UTILITIES AND CONSTRUCTION CONTINGENCY FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Municipal Authority

Motion made by Trustee Ward 4 Hall, Seconded by Trustee Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Jason Olsen, Director of Parks and Recreation
- 2. Amendment No. Two to Contract K-2021-97

Amendment No. Two to Contract K-2021-97 was Approved.

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24. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-2: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND EMC SERVICES, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$18,453 FOR A REVISED CONTRACT AMOUNT OF \$875,248 ADDING THE ACRES STREET INSET PARKING PROJECT LOCATION TO THE URBAN CONCRETE FYE 2022 LOCATIONS PROJECT, BID #1, AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Joseph Hill, Streets Program Manager
- 2. Change Order No. 2 to Contract K-2122-2
- 3. Project location map
- 4. Schematic drawing of Acres Street Inset Parking Project

Change Order No. Two to Contract K-2122-2 was Approved.

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25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE FINAL ACCEPTANCE OF CONTRACT K-2122-7: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ASTI SAWING, INC., THE FYE 2022 SIDEWALK HORIZONTAL SAW CUTTING PROJECT AND FINAL PAYMENT IN THE AMOUNT OF \$34,470.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

 Staff Report dated November 30, 2021, from Nate McNeely, Engineering Assistant

Final Acceptance of Contract K-2121-7 was Approved.

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26. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF REQUEST FOR PROPOSAL RFP-2122-20, CONTRACT K-2122-64 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HAPPY PLAYGROUNDS, L.L.C., IN THE AMOUNT OF \$180,000, PERFORMANCE BOND B-2122-46, STATUTORY BOND B-2122-47, AND MAINTENANCE BOND MB-2122-33 FOR THE VINEYARD PARK PLAYGROUND PROJECT AND RESOLUTION R-2122-42 GRANTING TAX-EXEMPT STATUS.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Jason Olsen, Director of Parks and Recreation
- 2. Contract K-2122-64
- 3. Performance Bond B-2122-46
- 4. Statutory Bond B-2122-47
- Maintenance Bond B-2122-33
- 6. Resolution R-2122-42

The Request for Proposal, Contract K-2122-64, and Associated Bonds were Approved and Resolution R-2122-42 was Adopted.

* * * * *

27. CONSIDERATION OF AUTHORIZATION, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-70: A MAINTENANCE, FINANCING, AND RIGHT-OF-WAY AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR FEDERAL-AID PROJECT TAP214E(102)AG, STATE JOB 33271(04), FOR THE CONSTITUTION STREET MULTI-MODAL PATH BETWEEN JENKINS AVENUE AND CLASSEN BOULEVARD, ADOPTION OF RESOLUTION R-2122-62, AND PAYMENT IN THE AMOUNT OF \$545,459 TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE LOCAL SHARE OF THE PROJECT COST.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Mike Rayburn, Capital Projects Engineer
- 2. Contract K-2122-70
- 3. Resolution R-2122-62
- 4. Invoice dated October 20, 2021, in the amount of \$61,842 from the Oklahoma Department of Transportation
- 5. Project location map

Participants in discussion

1. Mr. Shawn O'Leary, Director of Public Works

Contract K-2122-70 was Approved and Resolution R-2122-62 was Adopted.

Resolutions

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-50: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE COMPLETION OF A SIDEWALK GAP PROJECT ON THE NORTH SIDE OF ROCK CREEK ROAD EXTENDING 850 FEET WEST OF PORTER AVENUE ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from David Riesland, Transportation Engineer
- 2. Resolution R-2122-50

Resolution R-2122-50 was Adopted.

* * * * *

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-51: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT FUNDS FOR THE COMPLETION OF A SIDEWALK GAP PROJECT ON THE NORTH SIDE OF ROBINSON STREET EXTENDING 420 FEET EAST OF PETERS AVENUE ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from David Riesland, Transportation Engineer
- 2. Resolution R-2122-51

Resolution R-2122-51 was Adopted.

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/Q "POSTPONEMENT OF RESOLUTION R-2122-52: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE ADDITION OF BICYCLE LANES ALONG BOTH SIDES OF WEBSTER AVENUE BETWEEN DAWS STREET AND DUFFY STREET ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from David Riesland, Transportation Engineer
- 2. Resolution R-2122-52

Resolution R-2122-52 was Adopted.

* * * * *

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-53: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROGRAMMING AIR QUALITY SMALL GRANT PROGRAM FUNDS FOR THE ADDITION OF BICYCLE LANES ALONG BOTH SIDES OF UNIVERSITY BOULEVARD BETWEEN APACHE STREET AND BOYD STREET ALONG THE FEDERAL FUNCTIONALLY CLASSIFIED TRANSPORTATION SYSTEM IN NORMAN.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from David Riesland, Transportation Engineer
- 2. Resolution R-2122-53

Resolution R-2122-53 was Adopted.

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/Q "
POSTPONEMENT OF RESOLUTION NO. R-2122-54 A RESOLUTION OF THE
COUNCIL OF THE CITY OF NORMAN REQUESTING CONGESTION MITIGATION
AIR QUALITY – AQ SMALL GRANT FUNDING FOR AN ELIGIBLE TRANSIT
IMPROVEMENT PROJECT CONSISTING OF NEW BUS STOPS ASSOCIATED WITH
THE RECOMMENDED ROUTE NETWORK IN THE GO NORMAN TRANSIT PLAN.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from David Riesland, Transportation Engineer
- 2. Resolution R-2122-54

Resolution R-2122-54 was Adopted.

* * * * *

33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-61: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA TRANSFERRING \$50,000 FROM THE LEGACY PARK AUDIO EQUIPMENT PROJECT TO BE USED TO MAKE REPAIRS FOR DAMAGES FROM THE 2020-2021 STORMS, ELECTRICAL UPGRADES, AND AIR COMPRESSOR REPLACEMENT AT LEGACY PARK.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- Staff Report dated November 30, 2021, from Jason Olsen, Director of Parks and Recreation
- 2. Resolution R-2122-61
- 3. Air Compressor Supply Quotation No. SL-21-0087 dated September 28, 2021 with Option A in the amount of \$20,000 and Option B in the amount of \$25,000 from Gardner Denver

Resolution R-2122-61 was Adopted.

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/Q "
POSTPONEMENT OF RESOLUTION R-2122-65: A RESOLUTION OF THE COUNCIL
OF THE CITY OF NORMAN REQUESTING CONGESTION MITIGATION AIR
QUALITY PUBLIC FLEET CONVERSION GRANT FUNDING FOR AN ELIGIBLE
ALTERNATIVE FUEL INFRASTRUCTURE PROJECT CONSISTING OF TWO NEW
ELECTRIC VEHICLE CHARGERS TO BE LOCATED IN THE MUNICIPAL COMPLEX.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Taylor Johnson, Transit and Parking Program Manager
- 2. Resolution R-2122-65

Resolution R-2122-65 was Adopted.

* * * * *

35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-69: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING THAT THE CITY COUNCIL, NORMAN MUNICIPAL AUTHORITY NORMAN UTILITIES AUTHORITY, AND THE NORMAN TAX INCREMENT FINANCE AUTHORITY MEETING SCHEDULED FOR JANUARY 11, 2022, SHALL BE CANCELLED AND A CITY COUNCIL MEETING SHALL BE SCHEDULED FOR JANUARY 18, 2022.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 7 Holman.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Brenda Hall, City Clerk
- 2. Resolution R-2122-69

Resolution R-2122-69 was Adopted.

Motion made by Councilmember Ward 4 Hall to approve the Consent Docket, Seconded Councilmember Ward 7 Holman.

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

Item 5 through 35 were approved on the Consent Docket.

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NON-CONSENT ITEMS

36. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-31: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE LOW DENSITY RESIDENTIAL DESIGNATION, AND THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE OFFICE DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION. (1027 AND 1035 SOUTH BERRY ROAD)

Motion to postpone Resolution R-2122-31 until January 18, 2022, made by Councilmember Ward 3 Lynn, Seconded by Councilmember Ward 5 Tortorello.

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

Items submitted for the record

- 1. Staff Report dated November 30, 2021, from Jane Hudson, Director of Planning and Community Development
- 2. Resolution R-2122-31
- 3. Location map
- Planning Commission Staff Report dated October 14, 2021
- 5. City of Norman Predevelopment Summary PD21-23 dated June 24, 2021, for Sooner Traditions, L.L.C. for property located at 1027 and 1035 South Berry Road
- 6. Pertinent excerpts from Planning Commission minutes of October 14, 2021

Participants in discussion

- 1. Mr. Sean Rieger, The Rieger Law Group, 136 Thompson Drive, attorney representing the applicant
- 2. Ms. Leslie Cornwall, Ward 4, protestant

Resolution R-2122-31 was Postponed Until January 18, 2022.

37. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/Q "POSTPONEMENT OF ORDINANCE O-2122-15 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND TO REMOVE THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 AND 1035 SOUTH BERRY ROAD)

Motion to postpone Ordinance O-2122-15 until January 18, 2022, made by Councilmember Ward 3 Lynn, Seconded by Councilmember Ward 5 Tortorello.

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Jane Hudson, Director of Planning and Community Development
- 2. Ordinance O-2122-15
- 3. Application for Simple Planned Unit Development submitted August 2, 2021, and Revised November 2, 2021, prepared by Rieger Law Group, P.L.L.C., with Exhibit A, Site Development Plan; Exhibit B, Allowable Uses; Exhibit C, Open Space Diagram; and Exhibit D, Stormwater Enhancement Diagram
- 4. Location map
- 5. Planning Commission Staff Report dated October 14, 2021
- City of Norman Predevelopment Summary PD21-23 dated June 24, 2021, from Sooner Traditions, L.L.C., for property located at 1027 and 1035 South Berry Road
- 7. City of Norman Development Review Form, Transportation Impacts, dated October 5, 2021, conducted by Jami L. Short, P.E., City Traffic Engineer
- 8. Protest and Support Map dated October 6, 2021, containing 8.3% protest and 17.8% support within Notification Area
- 9. Statement of Support received October 6, 2021, from Gary Graham
- 10. Statement of Support received October 6, 2021, from Hunter Miller
- 11. Statement of Support received October 6, 2021, from Hal Smith
- 12. Statement of Support received October 6, 2021, from Carol West
- 13. Letter of protest received September 9, 2021, from Alise Osis and Daniel Mains with attached aerial map
- 14. Letters of protest received August 30, 2021, and June 22, 2021, from David and Kathy Nehrenz with attached aerial map
- 15. Letter of protest received September 3, 2021, from Michelle Nehrenz
- 16. Letter of protest received August 31, 2021, from Gabrielle Mandeville
- 17. Letter of protest received September 2, 2021, from Cynthia Brnx Mills

Items submitted for the record, continued

- 18. Letter of protest received September 2, 2021, from Delbert G. Mills
- 19. Letter of protest received September 2, 2021, from Gary Kruk
- 20. Letter of protest received September 2, 2021, from Micah Alcorn
- 21. Letter of protest received September 3, 2021, from Dana Drury and Stephen Maple with attached aerial map
- 22. Protest and Support Map dated October 14, 2021, containing 12.5% protest and 17.8% support within notification area
- 23. Letter of protest received October 13, 2021, from Nathalie Rocher, PhD, and Solon Clinton
- 24. Letter of protest received October 7, 2021, from Ron LaSpisa
- 25. Letter of protest received October 7, 2021, from Susan Meyer
- 26. Letter of protest received October 7, 2021, from Dennis Yarbro
- 27. Letter of protest received October 7, 2021, from Roxana Leonard
- 28. Letter of protest received October 8, 2021, from Konstantinos Karathanasis, Ph.D., Professor of Music Technology and Composition, School of Music, the University of Oklahoma, and Ekaterini Akarepi, Lecturer of World Music, the University of Oklahoma
- 29. Letter of protest received October 8, 2021, from Leslie Cornwall
- 30. Letter of protest received October 8, 2021, from John B. Cornwall
- 31. Letter of protest received October 8, 2021, from JoAnn Oliver
- 32. Letter of protest received October 12, 2021, from Linda Lockett
- 33. Letter of protest received October 12, 2021, from William Farrell and Alana Sofia
- 34. Letter of protest received October 12, 2021, from William Lockett
- 35. Letter of protest received October 12, 2021, from Kevin and Kricket Connywerdy
- 36. Letter of protest received October 12, 2021, from Carolyn and Gary Kauley
- 37. Letter of protest received October 12, 2021, from Nolita C. Morgan with attached family photograph and photograph of Lindsey and Berry intersection
- 38. Letter of support received October 14, 2021, from Brent Swift, Swift Company
- 39. Revised Traffic Impact Analysis prepared for Shops at Berry, L.L.C., October, 2021, prepared by Traffic Engineering Consultants, Inc., with Figure 1, Project Location Map; Figure 2, Proposed Site Plan; Figure 3, 2021 Existing Traffic; Figure 4, 2023 Future Background Traffic; Figure 5, Proposed Development Traffic; Figure 6, Projected Combined Traffic; Table 1, Projects Site Generate Traffic; Table 2, Level-of-Service Criteria; and Table 3, Intersection Capacity Analysis Results
- Pertinent excerpts from Planning Commission Minutes of October 14, 2021

Ordinance O-2122-15 was Postponed Until January 18, 2022.

38. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/Q "POSTPONEMENT OF ORDINANCE O-2122-26 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADDING ARTICLE VI TO CHAPTER 2 OF THE CODE OF THE CITY OF NORMAN TO ALLOW THE USE OF CONSENSUAL, AUTHORIZED ELECTRONIC SIGNATURES AND ELECTRONIC RECORDS THAT COMPLY WITH THE REQUIREMENTS OF THE OKLAHOMA UNIFORM ELECTRONIC TRANSACTION ACT AND CITY POLICY IN CITY TRANSACTIONS AND COMMUNICATIONS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

- 1. Staff Report dated November 9, 2021, from Heather Poole, Assistant City Attorney
- 2. Ordinance O-2122-26
- 3. Legislatively notated copy of Ordinance O-2122-26
- 4. Oklahoma Uniform Electronic Transactions Act, Oklahoma State Statute Participants in discussion
 - 1. Ms. Heather Poole, Assistant City Attorney

Ordinance O-2122-26 was Adopted Upon Second Reading Section by Section.

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 2 Schueler.

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

Ordinance O-2122-26 was Adopted Upon Final Reading as a Whole.

MISCELLANEOUS COMMENTS

Police Department Issue. Mr. Larry Bierman, Ward 4, said he was on his way to church recently and saw flashing lights in his rear view mirror. He said when he pulled into the church parking lot, a police officer knocked on his window and was very threatening. He said he handed the police officer his license and insurance and tried to get out of the car. He said the policeman yelled at him to get back in the car and close the door. He said "This is my church" and the police officer said it was a traffic stop and I had to stay in my car. He said he noticed another police officer standing behind his car with his hand on his holster. He said he was terrified and could not understand why he had been stopped. He said the police officer told him he was driving 40 miles per hour and the speed limit was 30 miles per hour. He said it is awful to feel unsafe in the community you have lived in for 50 years, especially when it is the police who are making you feel that way.

Items submitted for the record

1. Statement to City Council from Larry Bierman

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The Meeting was Adjourned at 7:28 p.m.		
Mayor	City Clerk	

File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-16: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF DECEMBER, 2021, AS NATIONAL IMPAIRED DRIVING PREVENTION MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Darci Poe

PRESENTER: John Stege, Professional Standards, Police Department

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL,

REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-16: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF DECEMBER, 2021, AS NATIONAL IMPAIRED DRIVING PREVENTION

MONTH IN THE CITY OF NORMAN.

Proclamation

P-2122-16

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF DECEMBER, 2021, AS NATIONAL IMPAIRED DRIVING PREVENTION MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, every year thousands of lives are needlessly lost on our Nation's roadways as a result of alcohol and drug impaired driving; and
- § 2. WHEREAS, alcohol, illicit drugs, prescription medication, and even over-the-counter medications can impair a driver's judgment, decrease motor coordination and slow the reaction time necessary to safely operate a motor vehicle; and
- § 3. WHEREAS, the federal Infrastructure Investment and Jobs Act calls for the National Highway Traffic Safety Administration to issue a new standard for "advanced drunk and impaired prevention technology" for new vehicles, which would help prevent impaired drivers from taking the wheel; and
- § 4. WHEREAS, while technology continues to advance, everyone must take individual responsibility and pledge to never drive while impaired and to deter others from making that fateful decision.

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

§ 5. Do hereby proclaim the month of December, 2021, as National Impaired Driving Prevention Month in the City of Norman and urge residents of the City of Norman to make responsible decisions and take appropriate measures to help end impaired driving.

PASSED AND APPROVED this 14th day of December, 2021.

	ATTEST:	Mayor
25'	City Clerk	



File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-17: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF DECEMBER 26, 2021, THROUGH JANUARY 1, 2022, AS KWANZAA WEEK IN THE CITY OF NORMAN



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Cinthya Allen

PRESENTER: Cinthya Allen, Chief Diversity & Equity Officer

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL,

REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-17: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF DECEMBER 26, 2021 THROUGH JANUARY 1, 2022, AS KWANZAA

WEEK IN THE CITY OF NORMAN

- Proclamation

P-2122-17

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF DECEMBER 26, 2021 THROUGH JANUARY 1, 2022, AS KWANZAA WEEK IN THE CITY OF NORMAN.

- § 1. WHEREAS, Kwanzaa, an African-American holiday, was initiated in the United States in 1966 to give the Black community an opportunity to celebrate themselves and their history to support identify, purpose, and direction; and
- § 2. WHEREAS, the name Kwanzaa derives from the Swahili phrase *matunda ya kwanza*, meaning "first fruits"; and
- § 3. WHEREAS, Kwanzaa is inclusive, people of all backgrounds and cultures celebrate the holiday around the world; and
- § 4. WHEREAS, this holiday encourages participants to reflect on the seven principles of Kwanzaa which are: Umoja (Unity), Kujichagulia (Self-Determination), Ujima (Collective Work and Responsibility), Ujamaa (Cooperative Economics), Nia (Purpose), Kuumba (Creativity), and Imani (Faith); and
- § 5. WHEREAS, 1997 marked the year of the first Kwanzaa United States Post Office stamp and the first Presidential Declaration, declarations have been made by all United States Presidents since then; and
- § 6. WHEREAS, the City of Norman's Alliance of Black Employees Employee Resource Group will host the first community Kwanzaa Karamu on December 28th at the Norman Central Public Library; and
- § 7. WHEREAS, the Kwanzaa Karamu is open to all community members; and

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

§ 8. Do hereby proclaim the week of December 26, 2021, through January 1, 2022, as Kwanzaa Week in the City of Norman. I invite all citizens to join me in celebrating and learning of this special holiday of reflection in our community.

PASSED A	ND APPROVED this 14 ^t	th day of December, 2021.	
M +	ATTEST;	Mayor	
7	City Clerk		

File Attachments for Item:

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-21 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE PLANNED UNIT DEVELOPMENT ESTABLISHED IN ORDINANCE O-1415-45 TO AMEND THE ALLOWABLE USES FOR LOT 4A, IN BLOCK ONE (1), OF UNIVERSITY NORTH PARK PROFESSIONAL CENTER, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Johnson & Associates, on behalf of University North Park

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-21 UPON FIRST

READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE PLANNED UNIT DEVELOPMENT ESTABLISHED IN ORDINANCE O-1415-45 TO AMEND THE ALLOWABLE USES FOR LOT 4A, IN BLOCK ONE (1), OF UNIVERSITY NORTH PARK PROFESSIONAL CENTER, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING

FOR THE SEVERABILITY THEREOF.

SYNOPSIS:

The applicant is requesting to amend the existing UNP PUD for this subject lot to allow for the use of a daycare facility. Currently, for this subject lot, commercial use is not permitted north of Rock Creek Road.

HISTORY: The original PUD, O-0203-2 was approved by City Council on August 27, 2002. The first amendment to the PUD, O-0506-9 was approved on October 11, 2005 to allow the owner to sell or lease unplatted portions of forty acres or more. This was the only change to the original PUD. Then on December 12, 2006 City Council approved PUD O-0607-13 which replaced both the original PUD and the amendment. Since the O-0607-13 PUD Amendment there have been various amendments to specific areas of the overall development to allow for changes in site plan and setback requirements as well as additional uses within the UNP PUD.

ZONING ORDINANCE CITATION:

SEC. 420 - PLANNED UNIT DEVELOPMENTS

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility

in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

Specifically, the purposes of this section are to encourage:

- (a) A maximum choice in the types of environment and living units available to the public.
- (b) Provision of more usable and suitably located open space, recreation areas, or other common facilities than would otherwise be required under conventional land development regulations.
- (c) Maximum enhancement and minimal disruption of existing natural features and amenities.
- (d) Comprehensive and innovative planning and design of diversified developments which are consistent with the City's long range plan and remain compatible with surrounding developments.
- (e) More efficient and economic use of land resulting in smaller networks of utilities and streets, thereby lowering costs.
- (f) Preparation of more complete and useful information which will enable the Planning Commission and City Council to make more informed decisions on land use.

The PUD (Planned Unit Development) Regulations are designed to provide for small and 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.

2. Uses Permitted. In addition to zoning districts established elsewhere in this chapter, a Planned Unit Development zoning district is established and shall be designated on the Zoning District Map, upon application of the landowner and approval by the City Council. In order to increase creativity and flexibility in the development of areas suitable for a Planned Unit Development, there are no specifically prescribed uses which are permitted within the boundaries of a Planned Unit Development. The developer shall be responsible for preparation of a list of permitted uses within the specific Planned Unit Development requested. The development of the list shall take into account the nature and purpose of the Planned Unit Development area, and such uses and locations shall be appropriate in order to protect and be in harmony with surrounding development. At the time of the Pre-Application plan and conference, the applicant shall generally describe the nature and types of land uses to be located

within the boundaries of the PUD District. At the time of zoning application and consideration of the preliminary plat, a specific written list of uses to be "permitted by right" shall be submitted for review by the Planning Commission. Following approval by the Planning Commission and City Council, the list of specific uses permitted by right shall serve as the control list in issuance of building permits and certificates of occupancy.

EXISTING ZONING: The existing zoning for this subject lot is included in the overall master planned PUD, Planned Unit Development for the University North Park Development. This subject lot is located in "Sub-Development Area 1". The PUD specifically states "With respect to SDA #1, Owner/Applicant specifically states that it is limited to industrial, office and/or residential uses, only, and that no commercial uses will be developed on SDAs #1, #2, #6 or #7. (It should be noted that, since no actual end-users for the North Half of the Property are known at this time, the land-use limitations in the preceding two sentences are subject to revision, contingent on an acceptable TIA for any such revisions.) A TIA was submitted with the 2006 UNP PUD and included as part of the exhibits on-file with the City of Norman. The applicant submitted a TIA that addressed the use of a daycare for this lot, included in the packet. Therefore, the applicant is requesting to amend the PUD to allow for the use of the commercial daycare on the subject lot.

ANALYSIS: The particulars of this PUD include:

- 1. USE: The applicant is planning to operate a daycare facility at this site.
- 2. PARKING: Uses within the PUD shall comply with the off-street parking and loading requirements. The recent changes in the parking regulations, going from required parking count to recommended parking count will allow this site to develop with their parking needs as opposed to meeting the previously required parking counts.
- 3. PHASES: There is not a phasing plan for this site. There is one building proposed and if approved the applicant plans to begin construction in a timely manner.
- 4. SITE PLAN/ACCESS: The site will have access via an existing common drive located on the south side of the lot. This is the access onto 24th Ave. NW for this site. With the Final Site Development Plan for University North Park Professional Center, filed with the County Clerk, there is shared circulation shown to be located on the east side of the properties.
- 5. AREA REGULATIONS: For each lot/area developed the applicant is responsible for accounting for their created stormwater run-off. For this site the stormwater run-off is proposed to be contained within an off-plat detention area located within the airport property to the east of this plat.
- 6. LANDSCAPING: The applicant will submit a landscape plan for the site and it will be reviewed and approved by the ARB as well as the City of Norman. In this case, the landscape strip adjacent to 24th Ave. NW will be five feet. Landscaping is the responsibility of the owner

of the lot – the landscaping will be bonded and inspected after three years to make sure all landscaping materials are still in good condition.

- 7. SIGNAGE: The UNP PUD has an overall Master Signage Plan. The UNP ARB reviews and approves all signage prior to the City of Noman issuing any permits.
- 8. LIGHTING: The outdoor lighting for the site will be reviewed and approved by the UNP ARB. Overall, the trend in the UNP area has been full cut-off fixtures and architecturally compatible.

ALTERNATIVES/ISSUES:

<u>IMPACTS</u>: This proposal will not create any negative impacts to the overall development of University North Park; this development was designed as a master development plan to accommodate traffic, parking and commercial and entertainment uses to accommodate the surrounding population.

Through the previous ordinance, Ordinance No. O-1415-45, this lot was approved with a 25' building setback line and a reduced landscape buffer of 5'. With this request, and due to the depth of the lot, the applicant is requesting to continue with the 25' building setback line and a reduced landscape buffer of 5' due to the depth of the lot configuration.

OTHER AGENCY COMMENTS:

- PARK BOARD: Parkland dedication is not required for this development.
- **PUBLIC WORKS**: All public improvements including utilities are existing or will be in place for the development of this subject lot.
- **FIRE**: Fire hydrants are existing, however, through the review of a building permit application additional improvements for fire protection may be required.

CONCLUSION:

Staff forwards this request to amend the existing UNP PUD to allow for a day care on the subject lot and Ordinance O-2122-21 to City Council for consideration.

Planning Commission, at their November 18, 2021 meeting, unanimously recommended adoption of Ordinance O-2122-21 by a vote of 6-0.

O-2122-21

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE PLANNED UNIT DEVELOPMENT ESTABLISHED IN ORDINANCE NO. O-1415-45, TO AMEND THE ALLOWABLE USES FOR LOT 4A, IN BLOCK ONE (1), OF UNIVERSITY NORTH PARK PROFESSIONAL CENTER, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, Johnson & Associates, on behalf of University North Park, the owner of the hereinafter described property, has made application to amend the Planned Unit Development approved by Ordinance No. O-1415-45, so as to amend the allowable uses; 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 amendment; 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 amendment.

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 amend the Planned Unit Development approved by Ordinance No. O-1415-45, so as to amend the allowable uses for the subject property, to wit:

University North Park Professional Center Lot 4A, Block 1

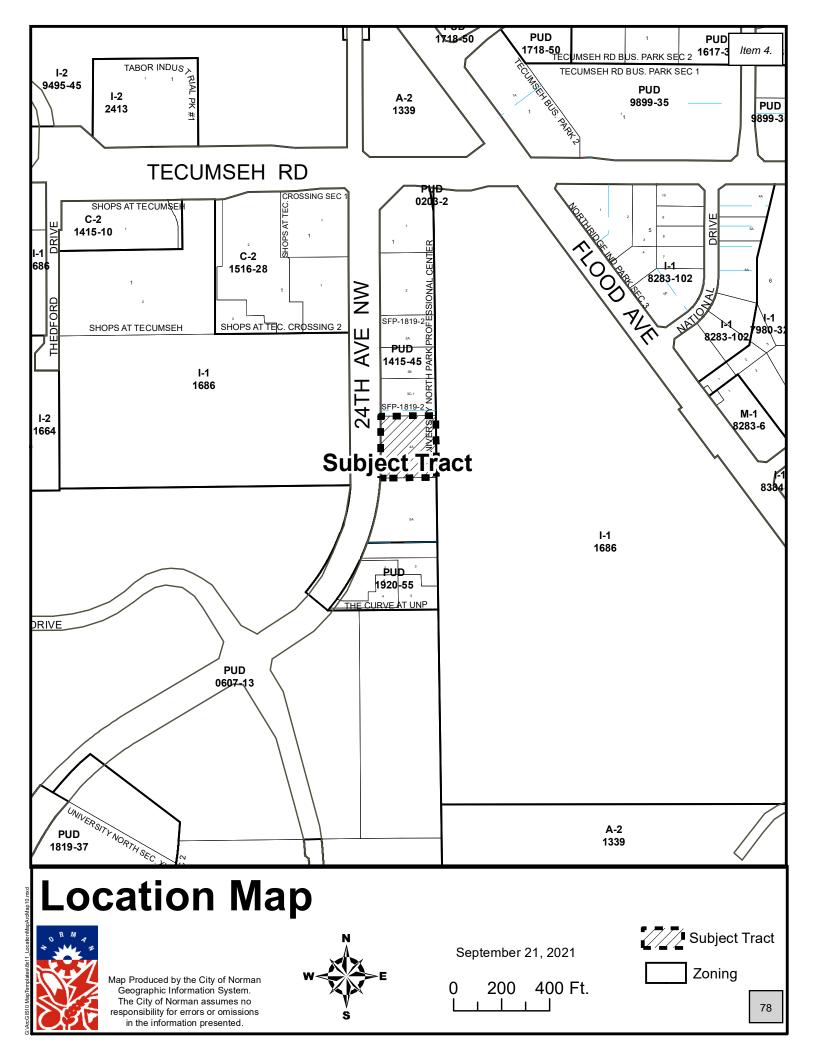
A tract of land being a part of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Nine (9) North, Range Three (3) West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, being all of Lot 4, Block 1 as shown on the plat UNIVERSITY NORTH PARK PROFESSIONAL CENTER recorded in Book 24 of plats, Page 80, LESS & EXCEPT the North 21.64 feet thereof, being more particularly described as follows:

Beginning at the Southwest (SW) Corner of said Lot 4, said point being the POINT OF BEGINNING; THENCE along and with the West line of said Lot 4 on a curve to the left, having a radius of 936.16 feet, a chord bearing of North 01°26′56" East, a chord length of 56.12 feet and an arc length of 56.13 feet; THENCE North 00°16′07" West, continuing along and with the West line of said Lot 4, a distance of 202.54 feet; THENCE North 89°15′55" East, parallel with and 21.64 feet South of the North line of said Lot 4, a distance of 229.81 feet to a point on the East line of said Lot 4; THENCE South 00°38′00" East, along and with the East line of said Lot 4, a distance of 258.61 feet to the Southeast (SE) Corner of said Lot 4; THENCE South 89°15′55" West, along and with the South line of said Lot 4, a distance of 233.14 feet to the POINT OF BEGINNING.

Containing 59,676 square feet or 1.3700 acres, more or less.

- § 5. Further, the following condition is hereby attached to the zoning of the tract:
 - a. The site shall be developed in accordance with Amended and Restated University North Park PUD Development Plan, dated October 2021, and the site development plan submitted by the applicant and approved by the Planning Commission on November 18, 2021, attached and made a part hereof.
- § 6. <u>Severability</u>. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this	day of	NOT ADOPTED this	day of
	, 2022.		, 2022.
(Mayor)		(Mayor)	
ATTEST:			
(City Clerk)			



Planning Commission Agenda November 18, 2021

ORDINANCE NO. O-2122-21

ITEM NO. 5

STAFF REPORT

GENERAL INFORMATION

APPLICANT Johnson & Associates, on behalf of

University North Park

REQUESTED ACTION University North Park PUD Amendment

EXISTING ZONING PUD, Planned Unit Development

(O-1415-45)

SURROUNDING ZONING

North: PUD, Planned Unit Development

East: I-1, Light Industrial District

South: PUD, Planned Unit Development

West: I-1, Light Industrial District

LOCATION East of 24th Avenue N.W. and south of W.

Tecumseh Road

SIZE 1.37 acres, more or less

PURPOSE Daycare Facility

FXISTING LAND USF Vacant

SURROUNDING LAND USE North: Office

East: Airport South: Office West: Vacant

<u>SYNOPSIS:</u> The applicant is requesting to amend the existing UNP PUD for this subject lot to allow for the use of a daycare facility. Currently, for this subject lot, commercial use is not permitted north of Rock Creek Road.

HISTORY: The original PUD, O-0203-2 was approved by City Council on August 27, 2002. The first amendment to the PUD, O-0506-9 was approved on October 11, 2005 to allow the owner to sell or lease unplatted portions of forty acres or more. This was the only change to the original PUD. Then on December 12, 2006 City Council approved PUD O-0607-13 which replaced both the original PUD and the amendment. Since the O-0607-13 PUD Amendment there have been various amendments to specific areas of the overall development to allow

for changes in site plan and setback requirements as well as additional uses within the PUD.

ZONING ORDINANCE CITATION:

SEC. 420 - PLANNED UNIT DEVELOPMENTS

1. Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of the comprehensive plan of record. The "PUD" Planned Unit Development district herein established is intended to provide for greater flexibility in the design of buildings, yards, courts, circulation, and open space than would otherwise be possible through the strict application of other district regulations. In this way, applicants may be awarded certain premiums in return for assurances of overall planning and design quality, or which will be of exceptional community benefit and which are not now required by other regulations. By permitting and encouraging the use of such procedures, the Planning Commission and City Council will be able to make more informed land use decisions and thereby guide development more effectively in the best interest of the health, safety, and welfare of the City.

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- (a) A maximum choice in the types of environment and living units available to the public.
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ANALYSIS: The particulars of this PUD include:

- 1. USE The applicant is planning to operate a daycare facility at this site.
- 2. PARKING Uses within the PUD shall comply with the off-street parking and loading requirements. The recent changes in the parking regulations, going from required parking count to recommended parking count will allow this site to develop with their parking needs as opposed to meeting the previously required parking counts.
- 3. PHASES There is not a phasing plan for this site. There is one building proposed and if approved the applicant plans to begin construction in a timely manner.
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of the owner of the lot - the landscaping will be bonded and inspected after three to make sure all landscaping materials are still in good condition.

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ALTERNATIVES/ISSUES:

<u>IMPACTS</u> This proposal will not create any negative impacts to the overall development of University North Park; this development was designed as a master development plan to accommodate traffic, parking and commercial and entertainment uses to accommodate the surrounding population.

Through the previous ordinance, Ordinance No. O-1415-45, this lot was approved with a 25' building setback line and a reduced landscape buffer of 5'. With this request, and due to the depth of the lot, the applicant is requesting to continue with the 25' building setback line and a reduced landscape buffer of 5' due to the depth of the lot configuration.

OTHER AGENCY COMMENTS:

- **PARK BOARD** Parkland dedication is not required for this development.
- <u>PUBLIC WORKS</u> All public improvements including utilities are existing or will be in place for the development of this subject lot.
- <u>FIRE</u> Fire hydrants are existing, however, through the review of a building permit application additional improvements for fire protection may be required.

CONCLUSION: Staff forwards this request to amend the existing UNP PUD to allow for a day care and Ordinance No. O-2122-21 to Planning Commission for consideration.



CITY OF NORMAN

Development Review Form Transportation Impacts

DATE: September 20, 2021 CONDUCTED BY: Jami L. Short, P.E.

City Traffic Engineer

PROJECT NAME: <u>UNP Daycare PUD Amendment</u>

Owner: University North Park
Developer's Engineer: Johnson & Associates
Developer's Traffic Engineer: Johnson & Associates

SURROUNDING ENVIRONMENT (Streets, Developments)

The areas surrounding this site include some medical office with some commercial to the northwest and various forms of residential to the south. 24th Avenue NW connects to Tecumseh Road to the north and to Rock Creek Road and Robinson Street to the south.

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)

24th Avenue NW: 4 lanes (existing and future). Speed Limit—45 mph. No sight distance problems. Median with an existing opening and left-turn bay for shared access drive to the current Premiere Pediatrics located just south of the daycare location.

ACCESS MANAGEMENT CODE COMPLIANCE:

YES ■ NO □

PROJECT TYPE: Commercial PUD

Proposed access for the development will comply with what is allowed in the University North Park PUD.

TRIP GENERATION

	Total	In	Out
Weekday	741	371	370
A.M. Peak Hour	122	65	57
P.M. Peak Hour	123	58	65

TRANSPORTATION IMPACT STUDY REQUIRED?

YES ■ NO □

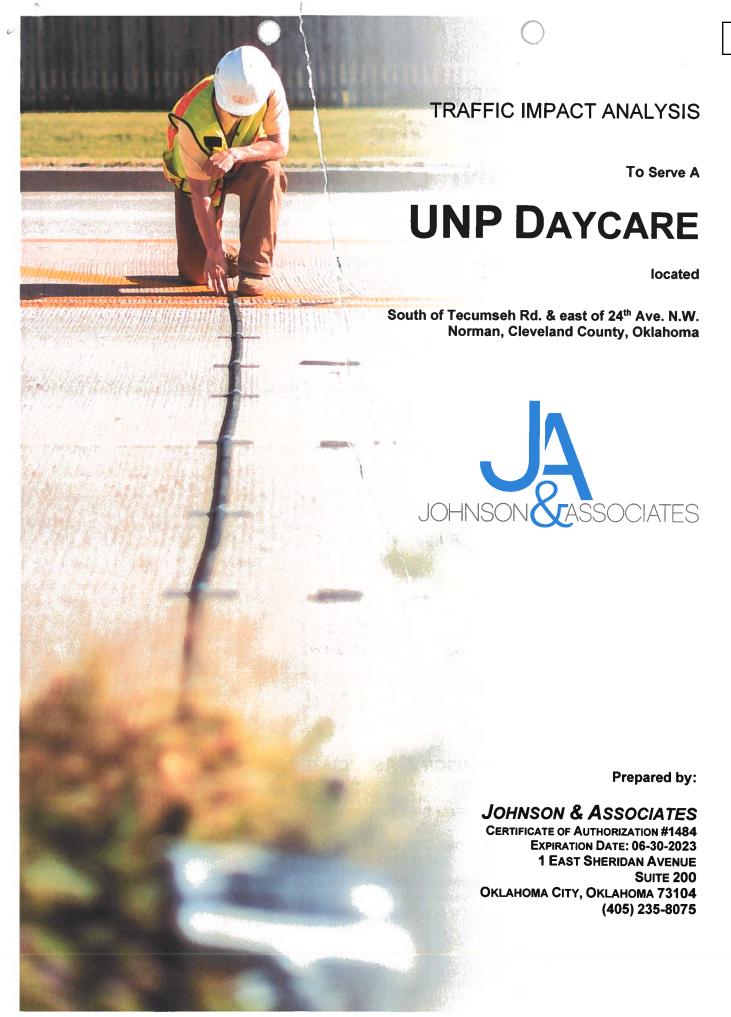
The developer submitted a traffic impact analysis documenting the trip generation information for this PUD . The development is proposed for location approximately 1,200 feet south of the intersection of 24^{th} Avenue NW and Tecumseh Road with access to Tecumseh Road by way of 24^{th} Avenue NW to the north and to Rock Creek Road and Robinson Street, also by way of 24^{th} Avenue NW, to the south.

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 daycare will access 24th Avenue NW to the west and Tecumseh Road to the north and Rock Creek Road and Robinson Street to the south, both by way of 24th Avenue NW. Access will remain unchanged on 24th Avenue NW as an existing median opening and left-turn lane are utilized to access the site. Capacity exceeds demand in this area. As such, no off-site improvements are anticipated.





TRAFFIC IMPACT ANALYSIS

To Serve

UNP DAYCARE

located

South of Tecumseh Rd. & east of 24th Ave. N.W. Norman, Cleveland County, Oklahoma



August 27, 2021

Prepared for: Crosslands Companies 5750 DTC Parkway #145 Greenwood Village, CO 80111

Prepared by:

JOHNSON & ASSOCIATES

CERTIFICATE OF AUTHORIZATION #1484
EXPIRATION DATE: 06-30-2023
1 EAST SHERIDAN AVENUE
SUITE 200
OKLAHOMA CITY, OKLAHOMA 73104
(405) 235-8075



EXECUTIVE SUMMARY

Johnson & Associates has been retained to provide a traffic study for the proposed UNP Daycare development located south of Tecumseh Road and east of 24th Avenue N.W. This proposed development will share an access drive onto 24th Avenue with Premiere Pediatrics to the south. This report analyzes this shared access and the impact of the proposed daycare on existing traffic conditions at the intersection with 24th Avenue N.W.



The results of the analyses in this report show that the intersection at the existing access drive operates at a Level-of-Service (LOS) "A" currently serving Premiere Pediatrics and will continue to do so after the construction of the proposed daycare facility during both the AM and PM peak hours. The analyses show longest delays for vehicles leaving the site turning left during the PM peak hour currently operating at a LOS "C" and a delay of 15.4 seconds which will remain at a LOS "C" after the proposed development and increase in delay slightly to 18.7 seconds.

Given the minor impact of the proposed development on the fully developed 24th Avenue N.W., Johnson & Associates recommends the project be allowed to proceed without any street infrastructure improvements.



PROJECT SCOPE

Johnson & Associates has been retained to provide a Traffic Impact Analysis (TIA) for UNP Daycare located approximately 1200 feet south of Tecumseh Road on the east side of 24th Avenue N.W. in Norman. As it stands the site is currently undeveloped and will include a 10,000 square feet of daycare facility. Access to the site will be obtained through an existing shared access drive that currently serves Premiere Pediatrics to the south. **Figure 1** shows the site location, surrounding streets, and the access drive.

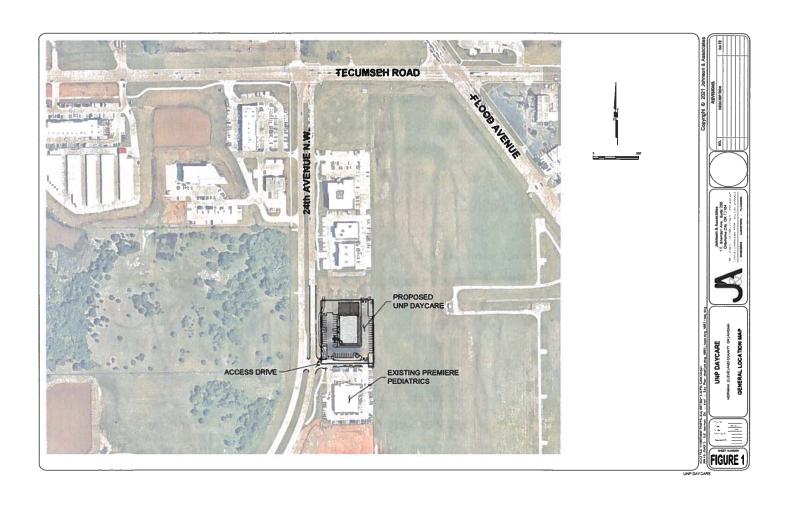
24th Avenue N.W. is a 4-lane divided, 45 MPH roadway primarily utilized to convey traffic from existing and future surrounding development either north to Tecumseh Road or south to Robinson Street. 24th Avenue N.W. was constructed with the expectation of the surrounding area being fully developed, and significant engineering has been performed over the years to place traffic signals, intersections and median cuts to optimize traffic flow through the area. Given this broad planning approach, changes to the street infrastructure along 24th Avenue N.W., outside of median cuts and the addition of left turn lanes, are not anticipated in the foreseeable future. When the existing access drive serving the site was constructed a median cut and southbound left turn lane was also built.

This report will analyze the intersection of this access drive with 24th Avenue N.W. including analyses for the existing condition and conditions after the proposed daycare has been constructed.

TRAFFIC COUNTS

Recent 24-hour street counts for the area were obtained from the Association of Central Oklahoma Governments (ACOG). Traffic counts from January of this year just south of the proposed site indicate that 24th Avenue N.W. carries approximately 9,919 vehicles per day. The existing traffic counts can be found in the **Appendix**.

UNP Daycare August 27, 2021





TRIP GENERATION

To determine the amount of traffic generated by the proposed development and the existing Premiere Pediatrics to the south, the nationally accepted TRIP Generation Report, published by the Institute of Transportation Engineers (ITE) was utilized. The ITE Report is a compilation of studies conducted to project the expected number of trips that various land uses might be expected to generate. A TRIP, as defined by the report, is "a single or one-direction vehicle movement with either the origin or the destination (exiting or entering) inside a study site." One TRIP End is equal to one TRIP. For TRIP generation purposes, total TRIP Ends for a land use over a given period of time is the total of all trips entering plus all trips exiting a site during that designated time. The land uses determined to most accurately simulate the development is Daycare Center (565), and Medical / Dental Office (720). Table 1 shows that the existing Premiere Pediatrics likely generates a total of 29 trips during AM peak hour and 44 trips during the PM peak hour while the Average Daily Traffic (ADT) generated is 441. The table also shows the proposed daycare will generate a total of 122 trips during AM peak hour and 123 trips during the PM peak hour while the Average Daily Traffic (ADT) generated is 741.

TRIP DISTRIBUTION

After the above traffic volumes were calculated they were then distributed onto the existing street system with assumptions made as to the direction that the vehicles would approach and leave the site. These assumptions are based on the existing traffic patterns of the adjacent street system and likely routes traffic will take in and out of the area. Given the simple nature of the access drive's intersection with 24th Avenue N.W. and the proximity of surrounding street and development, it was assumed the traffic would split evenly distributing north and south. This distribution was applied first to the existing Premiere Pediatrics facility and then to the proposed daycare traffic. The combination of these values with the existing traffic from the ACOG counts can be seen in the analyzed scenarios in the **Appendix**.

						PAHOTING P	8/26/20	RATIO 21									No.	180
Description, ITE Code (Unit Type)	Number		General Rates	ation	(Br. 1	Distributi	on Perc	centages			Total Trip	18			Trip D	istributio	'n	
Trip Generation Details	of Units	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-B
	400				EXISTI	-							or distance					
Medical / Dental Office 720 (S F) AM & PM Peak of Adjacent Street	12,200	36.13	2 39	3.57	NA	79%	21%	28%	72%	441	29	44	23	6	NA	12	32	NA
William Street Co. C.					PROPO	SED DA	VCAR	E DEVE	OPME	=N/T			137.54				71/2	
to the state of th					PROPO	SEMINA	YOAR	EIPIEVE	LOPME	INI	_	_						
Daycare Center 565 (S.F.) AM & PM Peak of Adjacent Street	10,000	74 06	12 18	12 34	NA	53%	47%	47%	53%	741	122	123	65	57	NA	58	65	NA

TABLE 1



INTERSECTION CAPACITY ANALYSES

Capacity analyses were conducted on the adjacent access drive for both the AM and PM peak hours utilizing Synchro 11 Traffic Signal Software. The analyses were conducted to determine how the intersections currently operated and how they will operate after the proposed daycare is fully operational.

In order to qualitatively compare and measure the effectiveness of intersections the nationally accepted Level-Of-Service (LOS) rating system was employed. This rating system utilizes many factors such as speed, traffic interruptions, reaction time and queue lengths to determine delays and saturation experienced at an intersection. The two nationally accepted methods of calculating LOS for an intersection are the Highway Capacity Manual (HCM) method, primarily used for signalized intersections and all-way stop unsignalized intersections, and the Intersection Capacity Utilization (ICU) method, primarily used for intersections with driveways and minor streets where the major street is not required to stop.

The ICU method sums the amount of time required to serve all movements at saturation for a given cycle length and divides by that reference cycle length to give a percentage of the full capacity for the intersection. This places the intersection in one of eight categories from "A" to "H" with a LOS "A" representing the best operating conditions and LOS "H" representing the worst operating conditions. The ICU criteria for LOS ranking is listed in the following table.

ICU INTERS	SECTION LOS CRITERIA
Level-of- Service	Percent of Full Capacity
Α	≤55%
В	>55%-64%
С	>64%-73%
D	>73%-82%
E	>82%-91%
F	>91%-100%
G	>100%-109%
Н	>109%

UNP Daycare August 27, 2021



Utilizing the ICU method for the access drive the analyses show that the adjacent intersection with 24th Avenue N.W. currently operates at a LOS "A" for both the AM and PM peak hours with the longest movement delay being the PM exiting westbound left turn at 15.4 seconds and a LOS "C". After the proposed daycare development, the intersection as a whole continues to operate at a LOS "A" for both the AM & PM peak hours while the PM westbound left turn increases in delay to 18.7 seconds but remaining at a LOS "C". Details of the analyses for all the scenarios are included in the **Appendix**.

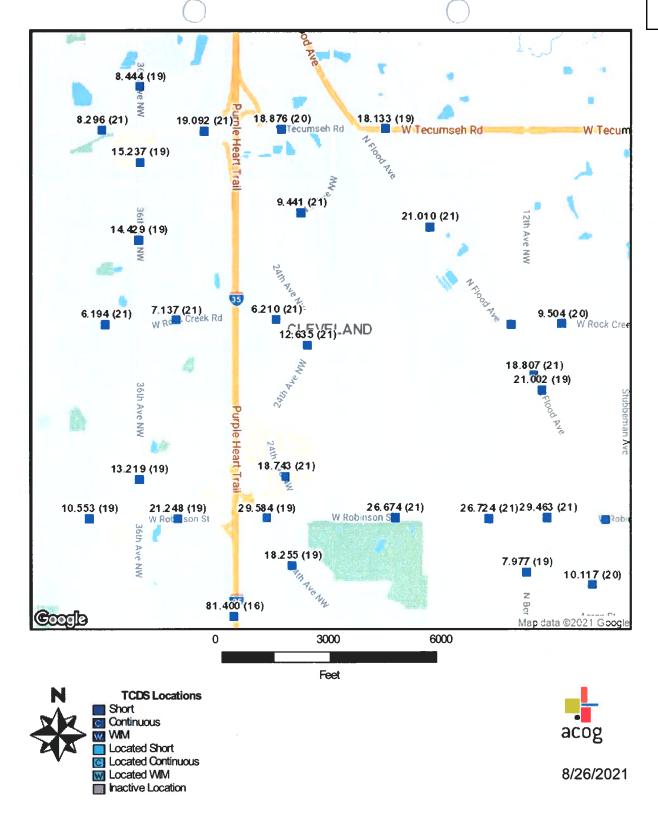
CONCLUSIONS

It is anticipated that the access for the proposed development will continue to operate similar to any other development in commercial areas that gain access to a major arterial. Additionally, the existing medical facility and the proposed daycare pair well together utilizing the same access point do to their differing peak times of traffic to each facility. The analyses in this report take this into consideration and analyze the worst case which is the actual traffic generated from these facilities during the adjacent street peak time. These the analyses show that the intersection at the existing access drive and 24th Avenue N.W. operates at a Level-of-Service (LOS) "A" currently serving Premiere Pediatrics and will continue to do so after the construction of the proposed daycare facility during both the AM and PM peak hours. The analyses show longest delays for vehicles leaving the site turning left during the PM peak hour currently operating at a LOS "C" and a delay of 15.4 seconds and will remain at a LOS "C" after the proposed development and increase in delay slightly to 18.7 seconds.

Given the minor impact of the proposed development on the fully developed 24th Avenue N.W., Johnson & Associates recommends the project be allowed to proceed without any street infrastructure improvements.

Appendix

Existing Traffic Counts







Volume Count Report

LOCATION IN	0
Location ID	52500-5001
Туре	LINK
Fnct'l Class	Minor Arterial
Located On	24TH AVE NW
From Road	TECUMSEH RD
To Road	W ROCK CREEK RD
Direction	2-WAY
County	Cleveland
Community	Norman
MPO ID	
HPMS ID	
Agency	ACOG OK

COUNT DATA INFO	
Count Status	Accepted
Start Date	Thu 1/28/2021
End Date	Fri 1/29/2021
Start Time	11:00:00 AM
End Time	11:00:00 AM
Direction	
Notes	
Station	5001
Study	
Speed Limit	
Description	
Sensor Type	
Source	
Latitude,Longitude	

INTERVAL:60-M	IN
Time	Hourly Count
0:00-1:00	31
1:00-2:00	17
2:00-3:00	18
3:00-4:00	19
4:00-5:00	21
5:00-6:00	47
6:00-7:00	164
7:00-8:00	530
8:00-9:00	706
9:00-10:00	672
10:00-11:00 🌘	753
11:00-12:00	729
12:00-13:00	850
13:00-14:00	723
14:00-15:00	726
15:00-16:00	762
16:00-17:00	781
17:00-18:00	855
18:00-19:00	604
19:00-20:00	394
20:00-21:00	250
21:00-22:00	160
22:00-23:00	61
23:00-24:00	46
Total	9,919
AADT	9,919
AM Peak	10:00-11:00 753
PM Peak	17:00-18:00 855

Existing Access Drive Analyses

EXIST. AM Peak Hour 2021 2: ACCESS DRIVE & 24th AVE. N.W.

HCM Unsignalized Intersection Capacity Analysis 08/26/2021

	•	*	†	~	-	↓				
Movement	WBL	WBR	NBT	NBR	SBL	SBT	Sair And - All Color			i zajbiji (
Lane Configurations	ሻ	7	1		7	44				
Traffic Volume (veh/h)	3	3	353	12	11	353	MARKET PARK			
Future Volume (Veh/h)	3	3	353	12	11	353		designation of the last of the	NAME OF TAXABLE PARTY.	
Sign Control	Stop	10 10 10 1	Free		KITTING W	Free				
Grade	0%		0%			0%		ALTO DE LA COLOR D		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92			CHARLES AND STREET	SARA
Hourly flow rate (vph)	3	3	384	13	12	384			DEPORTS CONTRACTOR	
Pedestrians						District to				
Lane Width (ft)	MANAGE AND STREET					NO INTERNET		MONEO LA MINIS	NUMBER OF STREET	
Walking Speed (ft/s)								HARRIE SE	MANUFACTURES AND MARKET	
Percent Blockage							Wines Address Delecto	THE SUCH PARTY		Kara Valley Bridge
Right turn flare (veh)			S. Carlo							
Median type			None			None		See November 1	MINISTER STATE STATES	MISHYRE
Median storage veh)	DEPLEMENT		SELECTION OF THE PERSON OF THE				SALES PORTOR	SHPWARE		
Upstream signal (ft)								CO COLUMN	CONTRACTOR CONTRACTOR	
pX, platoon unblocked						WEIGHT IS	A PARTILISME	1042 5007	STATE OF STREET	
vC, conflicting volume	606	198			397	AND DESCRIPTION OF			PSINIUMER PRINCE	
vC1, stage 1 conf vol		BIGGERAL	STANDARDE .		MANUFACTURE .	STATE OF THE			AF IN STREET, IN SERVICE	
vC2, stage 2 conf vol				ADMINISTRAÇÃO		DISBLE OF STREET	THE VALUE OF THE PARTY OF THE P	SHAZON PE		
vCu, unblocked vol	606	198			397	COLUMN S		THE REPORT OF THE PERSON NAMED IN	FELOMORISH STATE AND AREA	
tC, single (s)	6.8	6.9		Marketon Shakes	4.1	Series Co.	STATE OF THE PARTY OF THE	THE WHAT IS	AND SCHOOL STREET	N. BESTON
tC, 2 stage (s)			CENTER SE			MATERIAL D	Market Value		MARKET HER THE THE	ASSESSED OF
tF (s)	3.5	3.3		CONTRACTOR OF THE PARTY OF THE	2.2	UNE GODING				Canalia
p0 queue free %	99	100			99		ASCIONAL AND A	STREET STREET	CHAUTE AND IN FIG.	
cM capacity (veh/h)	424	809			1158	Master State	MUNICIPAL PROPERTY OF THE PARTY		The man strong man	P122564V
			115.4	ND 0		00.0	00.0			
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2	SB 3			Hy St
Volume Total	3	3	256	141	12	192	192	NE TO SECURE OF THE PARTY OF TH	remain/men/Junio-August	PATRICIA SERVI
Volume Left	3	0	0	0	12	0	0			
Volume Right	0	3	0	13	0	0	0	MANAGE MANAGE		
cSH	424	809	1700	1700	1158	1700	1700			
Volume to Capacity	0.01	0.00	0.15	0.08	0.01	0.11	0.11	W. Mair R. Charles	CATIONAL CONTRACTOR AND ADDRESS OF	and the same
Queue Length 95th (ft)	1	0	0	0	1	0	0	in the second	医国政治大学科技	Paranta
Control Delay (s)	13.6	9.5	0.0	0.0	8.1	0.0	0.0			
Lane LOS	В	Α			Α					
Approach Delay (s)	11.5	and Contract on	0.0		0.2				COSA Incidental and Section 1	-
Approach LOS	В				EVALUE OF					
Intersection Summary	190124						War (2) 1152			100
Average Delay		12 4 5 7	0.2			VIA TAR I			1. 1. 1	
Intersection Capacity Utilizat	ion		20.1%	IC	U Level	of Service			4	
Analysis Period (min)			15					超速机使		

EXIST. PM Peak Hour 2021 2: ACCESS DRIVE & 24th AVE. N.W.

HCM Unsignalized Intersection Capacity Analysis 08/26/2021

	•	4	†	~	-	↓		
Movement	WBL	WBR	NBT	NBR	SBL	SBT		Byla.
Lane Configurations	ሻ	7	1		7	ተ ተ		
Traffic Volume (veh/h)	16	16	428	6	6	427		
Future Volume (Veh/h)	16	16	428	6	6	427		
Sign Control	Stop		Free			Free		
Grade	0%		0%			0%		
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92		
Hourly flow rate (vph)	17	17	465	7	7	464		
Pedestrians								
Lane Width (ft)								
Walking Speed (ft/s)								
Percent Blockage								
Right turn flare (veh)								
Median type			None			None		
Median storage veh)								
Jpstream signal (ft)								
X, platoon unblocked								
C, conflicting volume	714	236			472			
vC1, stage 1 conf vol								
C2, stage 2 conf vol								
Cu, unblocked vol	714	236			472			
C, single (s)	6.8	6.9			4.1			
C, 2 stage (s)								
F (s)	3.5	3.3			2.2			
00 queue free %	95	98			99			
cM capacity (veh/h)	363	766			1086			
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2	SB 3	
/olume Total	17	17	310	162	7	232	232	
/olume Left	17	0	0	0	7	0	0	
Volume Right	0	17	0	7	0	0	0	
SH	363	766	1700	1700	1086	1700	1700	
Volume to Capacity	0.05	0.02	0.18	0.10	0.01	0.14	0.14	
Queue Length 95th (ft)	4	2	0	0	0	0	0	
Control Delay (s)	15.4	9.8	0.0	0.0	8.3	0.0	0.0	
Lane LOS	C	Α			Α			
Approach Delay (s)	12.6		0.0		0.1			
Approach LOS	В							
Intersection Summary	Excha!	u ja ja ja						high
Average Delay			0.5					
Intersection Capacity Utilization	on		22.0%	IC	U Level	of Service		
Analysis Period (min)			15	ASTRICT.	Borton.			

Future Access Drive Analyses

PROP. AM Peak Hour 2021 2: ACCESS DRIVE & 24th AVE. N.W.

HCM Unsignalized Intersection Capacity Analysis

	•	•	†	~	-	↓			
Movement	WBL	WBR	NBT	NBR	SBL	SBT			
Lane Configurations	ħ	F	† 1>		ሻ	^			
Fraffic Volume (veh/h)	32	31	353	44	44	353			
uture Volume (Veh/h)	32	31	353	44	44	353			
ign Control	Stop		Free			Free			
rade	0%		0%			0%			
eak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92			
ourly flow rate (vph)	35	34	384	48	48	384			
edestrians									
ne Width (ft)									
alking Speed (ft/s)									
rcent Blockage									
ht turn flare (veh)									
dian type			None			None			
dian storage veh)			Seria io iu			A CONTRACT			
stream signal (ft)									
platoon unblocked									
conflicting volume	696	216			432				
, stage 1 conf vol					Studie				
, stage 2 conf vol									
, unblocked vol	696	216			432				
single (s)	6.8	6.9			4.1		St. Till Co.		
stage (s)	CHARLES I				e dinima				
s)	3.5	3.3			2.2				
queue free %	90	96			96				
capacity (veh/h)	360	789			1124				
, , , , ,			AID 4	ND 0		CD O	CD 2		
ction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2	SB 3		
ıme Total	35	34	256	176	48	192			
ime Left	35	0	0	0	48	0	0		
me Right	0	34	0	48	0	0	0		
	360	789	1700	1700	1124	1700	1700		
ime to Capacity	0.10	0.04	0.15	0.10	0.04	0.11	0.11		
ue Length 95th (ft)	8	3	0	0	3	0	0		
trol Delay (s)	16.1	9.8	0.0	0.0	8.3	0.0	0.0		
LOS	C	Α			Α				
roach Delay (s)	13.0		0.0		0.9				
proach LOS	В								
rsection Summary									
erage Delay			1.4						
ersection Capacity Utilization	n		27.8%	IC	U Level	of Service		Α	
nalysis Period (min)			15						

PROP. PM Peak Hour 2021 2: ACCESS DRIVE & 24th AVE. N.W.

HCM Unsignalized Intersection Capacity Analysis 08/26/2021

	•	*	†	-	-	↓	
Movement	WBL	WBR	NBT	NBR	SBL	SBT	77
Lane Configurations	ኻ	7	ተ ጮ		ሻ	^	
Traffic Volume (veh/h)	49	48	428	35	35	427	
Future Volume (Veh/h)	49	48	428	35	35	427	ALBERT DESIGNATION
Sign Control	Stop	an sail	Free	619		Free	
Grade	0%		0%			0%	
Peak Hour Factor	0.92	0.92	0.92	0.92	0.92	0.92	
Hourly flow rate (vph)	53	52	465	38	38	464	
Pedestrians							
Lane Width (ft)							NAME OF STREET
Walking Speed (ft/s)							
Percent Blockage							
Right turn flare (veh)							
Median type			None			None	M - ALSO M LINES IN
Median storage veh)							
Upstream signal (ft)							
pX, platoon unblocked							
vC, conflicting volume	792	252			503		
vC1, stage 1 conf vol							
vC2, stage 2 conf vol							
vCu, unblocked vol	792	252			503		
tC, single (s)	6.8	6.9			4.1		
tC, 2 stage (s)					NAME OF THE OWNER, WHEN	No. of the last	
tF (s)	3.5	3.3			2.2		
p0 queue free %	83	93			96		
cM capacity (veh/h)	315	748			1058		
Direction, Lane #	WB 1	WB 2	NB 1	NB 2	SB 1	SB 2	SB 3
Volume Total	53	52	310	193	38	232	232
Volume Left	53	0	0	0	38	0	0
Volume Right	0	52	0	38	0	0	0
cSH	315	748	1700	1700	1058	1700	1700
Volume to Capacity	0.17	0.07	0.18	0.11	0.04	0.14	0.14
Queue Length 95th (ft)	15	6	0	0	3	0	0
Control Delay (s)	18.7	10.2	0.0	0.0	8.5	0.0	0.0
Lane LOS	С	В		RESERVE TO	A		HENTEN ST
Approach Delay (s)	14.5		0.0		0.6		
Approach LOS	В						
Intersection Summary	SUSPICE.		11/45	F 17 18			Maria III
Average Delay	by E be		1.7				
Intersection Capacity Utiliza	ation		29.6%	IC	U Level	of Service	
Analysis Period (min)	EN MEN		15		- TO TO TO TO	. COI VICE	THE REPORT
Analysis Fellou (IIIIII)	THE RESERVE		10	AT AT PART			

Amended and Restated

University North Park PUD Development Plan

October 2021

Background: In 2002, the Board of Regents of the University of Oklahoma ("Owner/Applicant") submitted a Development Plan for approximately 585 acres owned by the Applicant, together with off-site detention easements, as a Planned Unit Development ("PUD"), located East of I-35 and West of existing airport runways, running North from Robinson Street to Tecumseh Avenue LESS AND EXCEPT the North 1,226.5 feet lying West of 24th Avenue NW, (hereinafter referred to as "the **Property**"). A PUD Application and Preliminary Plat were submitted concurrently with that Development Plan. The PUD, the Development Plan, and Preliminary Plat were duly approved by the City Council of Norman, Oklahoma, on August 27, 2002. On October 11, 2005, the Norman City Council approved the First Amendment to the PUD Narrative by Ordinance O-0506-9 which permits the Owner/Applicant to sell or lease unplatted portion of forty (40) acres Subsequently, the Owner/Applicant sold a portion of the 585 acres. or more. Development has begun on the areas originally designated as "SDA #3, SDA #4, and SDA #5" on the original Preliminary Plat, part of which is now designated and recorded as the Final Plat of UNIVERSITY NORTH PARK ADDITION, Section One. In addition, a Master Plan has been developed for the South Half of the Property. As to the North Half of the Property, it is still impossible, at this juncture, to realistically outline building footprints. As specific users come forward, final plats and site plans will be submitted for City review and approval.

This Amended and Restated Narrative is intended to replace, in their entirety, the original 2002 PUD Narrative and its 2005 First Amendment, subsequent amendments in 2006, 2015, 2018, 2019 and 2021 (Lot 4A, Block 1 University North Park Professional Center).

It is still appropriate to impose significant standards, restrictions and requirements on the development of the Property.

The City of Norman has long owned forty acres of land which abut the subject PUD tract. This forty-acre tract lies at the south ends of the existing airport runways. Years ago, the City leased said forty acres to the University of Oklahoma ("the University"), with the stipulation that the University would operate and maintain the land as a municipal airport. The University has satisfied, and continues to satisfy, that obligation to operate a municipal airport. The University is still under an obligation to the FAA to include the following reservations and restrictions in all deeds conveying any part of the Property:

- 1. Reserving air space above the Property for aircraft, with attendant noise, operating from Westheimer Airpark;
- 2. Restricting height of structures, vegetation and obstructions; and
- 3. Restricting use of land that would interfere with landings and takeoffs at Westheimer Airpark, or that would otherwise constitute an airport hazard.

The following Exhibits, submitted by the firm of SMC Consulting Engineers, P.C., are made a part of this Planned Unit Development:

Exhibit A - Revised Preliminary Plat dated 8/14/06 and subsequently revised as presented to Council on 12/12/06;

Exhibit B - Revised Traffic Impact Analysis dated 8/14/06;

Exhibit C - Revised Preliminary Development Plan Map dated 8/14/06 as revised for Council on 12/12/06;

Exhibit D - Revised Streetscape/Landscape/Greenway Plan dated 8/14/06;

Exhibit E - Revised Drainage/Detention Plan dated 8/14/06 and revised 9/22/06;

Exhibit F-University North Park (South Half) Master Signage Plan dated 8/14/06 (prepared by architect).

Exhibit G - Legal Description, University North Park (SDA-1) Purchase Tract

Exhibit G-1 - Location Map, UNP Business Center

Exhibit H – Amended uses to a portion of the south half of UNP to allow a bar, lounge or tavern; live entertainment venue; and mixed buildings as permitted uses

Exhibit I – Amended use to a portion of the south half of UNP to allow for seasonal use of a stage for outdoor live entertainment located in the area as shown on Exhibit I.

Exhibit J – Legal description for additional allowable use of senior living center with a restaurant and a bar, and a revised parking ratio.

Exhibit K – Location Map for Lot 4A, Block 1 University North Park Professional Center (provided by Johnson & Associates)

<u>Exhibit L – Legal description for Lot 4A, Block 1 University North Park Professional Center (provided by Johnson & Associates)</u>

<u>Exhibit M – Site Plan for Lot 4A, Block 1 University North Park Professional Center</u> (provided by Johnson & Associates)

<u>USE</u>: In the accompanying revised Preliminary Plat and Revised Preliminary Plan Map Exhibits, the South Half of the Property is divided into Ready Building Areas ("RBA") 1A, 1B, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, and 12, along with Legacy Park, RBA-LP. The North Half of the Property is not divided into lots and blocks. At this juncture, the Applicant has no way of knowing what configuration for a lot, or what specific use, any particular Buyer/Tenant might want for all or any part of said North Half. Accordingly, as to said North Half, the Revised Preliminary Plat simply divides the Property and designates separate Sub-Development Areas ("SDA"). The RBAs and the SDAs are expected to be developed successively, each over a period of three (3) years. However, this does not preclude two or more RBAs and/or SDAs being developed within the same time frame. While the entire Property could take twenty-one (21) years to develop, it is contemplated

that full development will be accomplished in a lesser time. Approval of a Final Plat for any part of an RBA or SDA will contemplate that Final Plat(s) for all of that particular RBA or SDA will be submitted within three (3) years thereafter. However, water and sewer improvements for an entire RBA or SDA will be installed, for that particular RBA or SDA, at the time the first part of that particular SDA is developed. [NOTE: Tracts X1 and X2, as shown on Exhibit A (Revised Preliminary Plat) and Exhibit C (Revised Development Map, are not RBAs or SDAs. Tracts X1 and X2 (which were referred to as 3A and 4A on the original Preliminary Plat) will accommodate street, utility, parking, detention, and airport purposes. Tract X1 and X2 will be landscaped, and any parking thereon will be subject to a fifty (50) foot setback line, and there will be no curbcuts, driveways or other access from either X1 or X2 directly onto Robinson Street.] Owner/Applicant proposes the following-described uses for all 585 acres of the Property, relating to the total developed land area, less rights-of way, as follows:

INDUSTRIAL - not more than fifty percent (50%) of total;

COMMERCIAL - not more than fifty percent (50%) of total;

OFFICE - not more than fifty percent (50%) of total;

RESIDENTIAL - not more than thirty percent (30%) of total.

The terms used, immediately above, are **defined** to mean:

"Residential"-Any uses currently permitted as a matter of right in the RM-6 zoning district of the City of Norman;

"Commercial"- Any uses currently permitted as a matter of right in the C-2 zoning district of the City of Norman and the below additional allowable uses; except the land included on Exhibit H also allows the following uses:

- Bar, lounge or tavern;
- Live entertainment venue:
- Mixed buildings

Except the land included on "Exhibit I" also allows the following use:

 Seasonal use of a stage for outdoor live entertainment located in the area as shown on "Exhibit I" and defined as follows:

Outdoor Live Entertainment: Allowing outdoor live entertainment within the area designated on the site plan (Exhibit I). The outdoor live entertainment will occur seasonally, weather permitting, and during business hours, so long as said outdoor live entertainment does not interfere with any permitted or City organized activities at the adjacent parkland.

The land included on "Exhibit J" also allows the following uses:

- Senior Living Center, including but not limited to memory care and assisted living, with a restaurant and a bar on the premises and a revised parking ratio of 1 parking space per 1 living unit.
- The land included on "Exhibits L and M" also allows the following uses:
 - A childcare establishment located in the area as shown on "Exhibits L and M".

"Industrial" - Any uses currently permitted as a matter of right in the I-1 and M-1 zoning districts of the City of Norman; and

"Office" - Any uses currently permitted as a matter of right in the O-1 and C-O zoning districts of the City of Norman

With respect to SDA #1, Owner/Applicant specifically states that it is limited to industrial, office and/or residential uses, only, and that no commercial uses will be developed on SDAs #1, #2, #6 or #7. Further, 72 acres of the net 88 acres in SDA #6 will be solely devoted to multi-family residential at a density of 18 units per acre. (It should be noted that, since no actual end-users for the North Half of the Property are known at this time, the land-use limitations in the preceding two sentences are subject to revision, contingent on an acceptable TIA for any such revisions.) Further, the maximum Floor Area Ratio ("FAR") for each land use category, for the entire PUD, shall be as follows: .40 Residential; .20 Commercial; and .15 Industrial.

SALES, FINAL PLAT AND TAXES: The terms "Owner". "Applicant" and "Owner/Applicant" should each be, and are, deemed to include the University of Oklahoma Foundation, Inc., ("Foundation") an Oklahoma not-for-profit corporation having the University as its exclusive beneficiary (including a wholly-owned subsidiary of the Foundation), as well as the University of Oklahoma. Owner/Applicant may sell or lease unplatted portions of forty (40) acres or more of the Property to a Buyer/Tenant. Such Buyer/Tenant must first submit a Final Plat and a Site Plan to the Owner/Applicant for review and approval. No building permit can be issued prior to the approval of a Final Plat by the City of Norman. Subject to the preceding four sentences, Owner/Applicant will not sell or lease unplatted portions of the Property to any Buyer/Tenant. All Final Plats and building permits will be subject to then-applicable ordinances and regulations of the City of Norman and to fees connected therewith. In the event that Owner/Applicant or any other tax-exempt entity lease any part of the Property to any entity, or uses any part of the Property for any purpose, that is not entitled by law to be exempt from paying ad valorem taxes, then and is all such events, the owner(s) of such tract(s) will be required to pay to the County Treasurer of Cleveland County an in-lieu tax in an amount of the ad valorem tax that would otherwise be payable. Such in-lieu taxes will be due and payable at the time or times such ad valorem taxes would otherwise be due and payable.

<u>WATER WELLS</u>: There are existing water wells in the PUD tract, currently capable of producing non-potable water. Owner/Applicant reserves the right to use such non-potable water for irrigation and/or manufacturing purposes only.

QUALIFICATION OF BUYER/TENANT: Whenever the Owner/Applicant (meaning the University, the Foundation or the Foundation's wholly-owned subsidiary) receives a written offer to buy or lease any party of the Property, such offer will be referred to and examined by a committee appointed by the President of the University or the President of the Foundation, as the case may be. The President of the University of Oklahoma (or his/her designee) shall serve as a member of any such Committee which is appointed by the President of the Foundation. If a contract is then executed by Owner/Applicant and the Buyer/Tenant, a Final Plat and required accompanying documents will be prepared. Upon approval of such Final Plat and related documents, the development of the Buyer/Tenant's lot may be started.

ACCESS: Primary access to the Property will be from existing 24th Avenue NW. The submitted Revised Preliminary Plat contains easements sufficient to accommodate a new frontage road along the westerly boundary of the Property, with connections to I-35.

With respect to such I-35 connections, ingress and egress points for North-bound traffic on Interstate Highway 35 may be constructed. The construction of an interchange over I-35, at Rock Creek Road, will be dependent on funding by the Oklahoma Department of Transportation ("ODOT"). It is hoped that such interchange will be constructed in connection with widening of I-35. The point currently shown, where the easement for the south end of a new frontage road ties into Robinson Street, is subject to adjustment, depending on final decision from highway officials having jurisdiction. The precise points where the easement for such frontage road ties back into Tecumseh Road, Robinson Street, Rock Creek Road or 24th Avenue NW may be relocated by the requirements of the buyer/tenant(s) of the lot(s) in such area(s), if highway officials having jurisdiction approve any such relocation.

The Revised Traffic Impact Analysis ("TIA") Exhibit B reflects total current buildout limitations, based on the realization that no portion of the I-35 Interchange at Rock Creek Road is either in existence or authorized. As Final Plats are submitted, if the Interchange at Rock Creek Road is not under contract or has not been built, each such Final Plat must adequately accommodate traffic, without the Interchange. A detailed TIA, to be submitted with each Final Plat, must embrace traffic considerations for the entire RBA or SDA within which any Final Plat is located. If any such Final Plat, along with any proposed improvements, will generate traffic in excess of "Level Service D" during peak hours for any intersections identified in the TIA, Owner/Applicant understands and agrees that such Final Plats will **not** be considered by the City of Norman. Owner/Applicant hopes to gain approval of the construction of the I-35 Interchange at Rock Creek Road. It is important to note that the estimated maximum Floor Area Ratio ("FAR") percentages, shown in Revised TIA Exhibit B, apply to the entire PUD land area, and not to any particular RBAs or SDAs. A Final Plat may be submitted for all or any part of an RBA or SDA, with the FAR percentage for any particular land use exceeding the maximum percentage estimated in the Revised TIA Exhibit B for the entire PUD, for that particular land use. The maximum square footage of each use category for the entire PUD is stated in Revised TIA Exhibit B.

Because no alleyways have been proposed on the Preliminary Plat, all lots smaller than three (3) acres in size, or which share access to public streets, will provided internal

connections with cross-access easements to adjacent lots to facilitate deliveries, traffic flow and sanitation service. In SDA#1, there will be no more than three (3) curb cuts onto 24th Avenue NW, to be used as shared driveways by a maximum of six (6) platted lots in SDA#1. Throughout the PUD, driveway/curb cuts will: (A) be at least one hundred fifty feet (150') from a street intersection; and (B) be at least one hundred fifty feet (150') apart; and (C) not be permitted within "stacking" lanes for turning movements on streets. The sharing of common driveways, by adjoining lots, along with cross-access easements, will be utilized to the maximum extent practical. Median cuts in the South Half of the Property will be limited to those shown on the approved Revised Development Plans Map (Exhibit C).

LANDSCAPING/STREETSCAPING/GREENWAY: At least fifteen percent (15%) of the net area of the Property will be designated as open space. The project will fully comply with all Norman ordinances and regulations relating to landscaping and drainage detention. On-site landscaping (including "streetscaping", as hereinafter defined) will be installed when a Building Permit is issued for an approved Final Plat. Definitions of terms used herein are:

"arterial streets"-24th Ave. NW and I-35 Service Road and Rock Creek Road;

"interior streets"-All other public streets, other than arterial streets, within the development;

"<u>streetscaping</u>" - On **individual lots**, trees bordering interior streets and arterial streets; in **common areas**, all trees and all other vegetation; and

"<u>landscaping</u>" - Trees, other than streetscaping, plus all other vegetation on any given lot.

For the property described on "Exhibits G and G-1" the required streetscape buffer strip along the east side of 24th Avenue will be maintained at five (5) feet.

For the property described on "Exhibits L and M" the required streetscape buffer strip along the east side of 24th Avenue will be maintained at five (5) feet.

Streetscaping, as well as landscaping, must be shown on a Final Plat, including irrigation. Actual construction of streetscaping and landscaping on any Final Plat can be deferred to the time a building permit is issued for an approved Final Plat.

The owner of any given **lot** will always be responsible for the **installation** and **maintenance** of **landscaping**, <u>plus</u> the **installation** of **streetscaping** on each such <u>lot</u>, **plus** the installation and maintenance of any detention area which is wholly or partially contained within such lot.

The installation and **maintenance** of any and all <u>streetscaping</u> in medians and common areas (along with the operation and maintenance of all common drainage/detention areas and any other commons areas) will always be the responsibility of a mandatory Property Owners Association ("POA"), which has been formed by Owner/Applicant, pursuant to the First Amended and Restated Declaration of Covenants and Restrictions executed by

the Owner/Applicant and others and filed on March 13, 2006, in Book 4145, Pages 213-257, Cleveland County Clerk's Office ("the Restrictive Covenants"). Installation, or bonding for installation, shall occur in adjacent medians, prior to the issuance of a Certificate of Occupancy. Notwithstanding the provisions of the Restrictive Covenants (or any other covenant between adjoining landowners), the City of Norman can discharge its legal obligation to notify responsible parties by notifying only the POA of the need for maintenance and the possibility of a lien if the City has such maintenance performed.

Current Norman ordinances would require two five foot (5') wide sidewalks, one on each side of 24th Avenue NW, each running the entire north-south length of the Property. Instead, Applicant proposes to provide appropriate easements and will cause to be built, and have the POA maintain, a ten-foot (10') wide "multi-purpose trail" along the entire east side of 24th Avenue NW, as it runs through the PUD. The remaining sidewalks will be on both sides of Rock Creek Road, between 24th Avenue NW and the I-35 Service Road easement. Such trail and sidewalks will provide connections to existing City "greenway" trails. In any residential areas, additional sidewalks may be required, pursuant to Norman Ordinances.

PARKING AND OFF-STREET LOADING: All uses within the PUD shall comply with the off-street parking and loading requirements, and related landscaping provisions, provided by applicable Norman ordinances, subject to the following: Owner/Applicant has confirmed that the various uses to be made of the Property will not, in all cases, require as much parking space as is prescribed by current Norman ordinances. Accordingly, owners may submit revised Site Development Plans and Preliminary Plats showing less than the amounts required by Norman ordinances for parking for any specific lot(s), for the consideration of the City of Norman.

<u>BUILDING LIMITATIONS</u>: The building heights on each individual lot shall be governed by applicable FAA Regulations and by restrictions identified within the PUD. Setbacks and coverages on each individual lot shall be governed by applicable FAA Regulations and City of Norman ordinances, subject to the provisions of this PUD Narrative. All buildings must observe a fifty foot (50') front building setback line. Provided, however, on a Commercial lot which provides parking at the rear and/or side of a store, (where no parking is provided in front of the building, a twenty foot (20') front building setback line is permissible.

For the property described on "Exhibits G and G-1" the required front building setback line shall be twenty-five (25) feet.

For the property described on "Exhibits L and M" the required front building setback line shall be twenty-five (25) feet.

DRAINAGE/DETENTION: A regional drainage solution, embracing the entire area within the PUD, is submitted as Revised Exhibit E. It exceeds City of Norman requirements. Detention plans for the PUD are discussed, in general, in Revised Exhibit E. Specific detention plans will be submitted with each Final Plat, as required by Norman ordinances. All off-site drainage detention areas will be conveyed as non-exclusive easements to the POA, for the use and benefit of the PUD, by separate instruments.

PROPERTY OWNERS ASSOCIATION: A mandatory POA (University North Park Association, LLC, 100 Timberdell Road, Norman, OK 73019) has been created, to operate and maintain the detention/drainage and other common areas and the streetscaping areas within the entire PUD, all as shown on attached Revised Exhibits. Installation and maintenance of landscaping is the responsibility of the individual lot owner.

BUILDING DESIGN AND MATERIAL: Pursuant to Section 11 of the Restrictive Covenants, Owner/Applicant has appointed an Architectural Review Board ("ARB"). The ARB is to review and approve building design and material. Buildings throughout the PUD are to be compatible in design and in color. Buildings with metal exterior walls are prohibited in the PUD, except as specifically authorized, in writing, by the ARB. As to any such authorized metal building, any exterior wall which is exposed to a public street (including said I-35 Service Road) must be glass, concrete and/or masonry. If any masonry wall, on any building anywhere in the PUD, is built from concrete or concrete blocks, it must be covered with stucco or other comparable finish, and painted in colors compatible with surrounding buildings. No colors shall be utilized on exterior walls and/or exterior fixtures without the prior approval of the ARB. In addition to control over design and materials, the ARB will have final authority regarding exterior colors, if any disputes arise. Building design and materials must be made a part of any Site Plan submitted to the City of Norman, along with a Final Plat.

SCREENING: Items stored outside any enclosed building must be screened by a masonry fence which is tall enough to completely screen the stored items from the view of passing motorists and pedestrians. In no event shall such masonry fence be less than six feet (6') tall. Such storage must be behind any applicable building setback lines. Automobiles, trucks, recreational vehicles, boats and similar fully finished products, which are part of inventories being offered for sale at retail, are expressly excluded from the screening requirement in this paragraph. At the time any Final Plat is submitted, it must specify any **outdoor** storage and/or sales area.

SIGNS: Each and every sign must comply fully with the Norman sign ordinance, except as specifically modified by Exhibit F University North Park Master Signage Plan, and by the following:

- 1. The setback for ground signs may be a minimum of ten feet (10'), which includes signs that can have an increased size under existing Norman ordinances, if set back an additional distance.
- "Entry Signage" may be placed on opposite sides of the following streets: 24th
 Avenue NW, at Robinson; 24th Avenue NW, at the North end of SDA#6; and
 Rock Creek Road, at I-35 Service Road.

Any such "Entry Signage" sign cannot exceed one hundred (100) square feet and can bear only the name of this PUD Development.

3. Owner/Applicant will cause no more than one (1) "off-premises" billboard to be erected on the East side of I-35, on land embraced within this Application, on a site to be designated by Owner/Applicant which will be separated from any

other existing billboards by at least one thousand feet (1,000'). Owner/Applicant expects to promptly convey title, by metes and bounds descriptions, to such billboard site to the Foundation. The Foundation is not a "school or public or quasi-public institution" within the context of the Norman sign ordinance. This one billboard within the PUD may be electronic and will be restricted to advertising only the University of Oklahoma, its programs, its activities and its people.

TRANSPORTATION IMPROVEMENTS

A. TRAFFIC LIGHTS: At a future date, there will be a need for a traffic signals within the Property to the extent that such traffic signals are not constructed and financed through the recently-approved TIF District for the Property, the Owner/Applicant requests the City of Norman to ask the Oklahoma Department of Transportation ("ODOT") to place each such traffic signal on the State system, to fund its construction. In such event(s), Owner/Applicant will contribute twenty percent (20%) of the cost of the construction of each such traffic signal, within sixty (60) days after the City of Norman delivers written certification to the Owner/Applicant that any such traffic signal is ready to be put out for bid. Owner/Applicant will furnish the engineering for each such light within ninety (90) days after the City of Norman delivers written request to the Owner/Applicant that such engineering be furnished.

In the event that the City has not received approval of State, Federal or other outside funding for any such traffic signal, at the time any Final Plat is submitted, then as to each such "unfunded" signal, the engineer's **total** estimate of the construction cost must be escrowed with the City by Owner/Applicant.

B. <u>OTHER IMPROVEMENTS</u>: A Final Plat's share of the cost of such other transportation improvements, as identified in the current or successive TIAs (including, but not limited to, widening, intersection improvements, right-of-way, utility relocation costs, etc.), must be assessed at the time of Final Plat approval and escrowed with the City of Norman at the time of obtaining a building permit.

RESTRICTIVE COVENANTS: Applicant prepared and filed the Restrictive Covenants, as more fully described, above. Such covenants cover, at a minimum, common maintenance, detention requirements and building design.

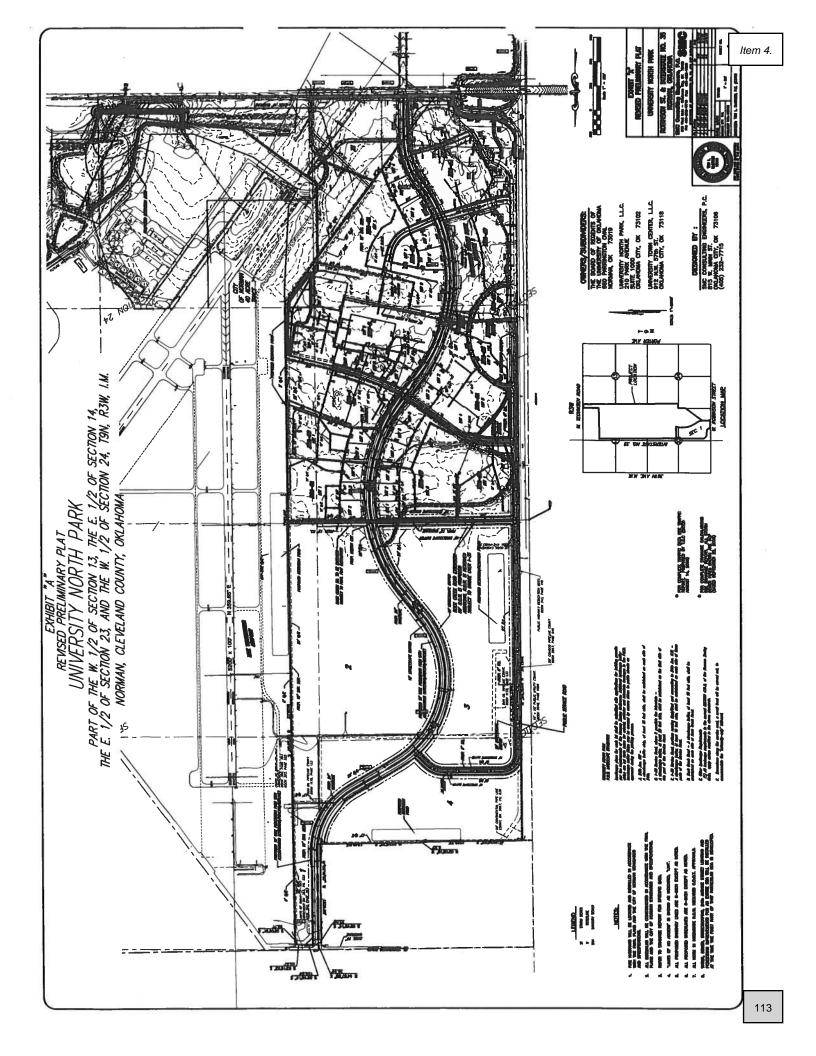
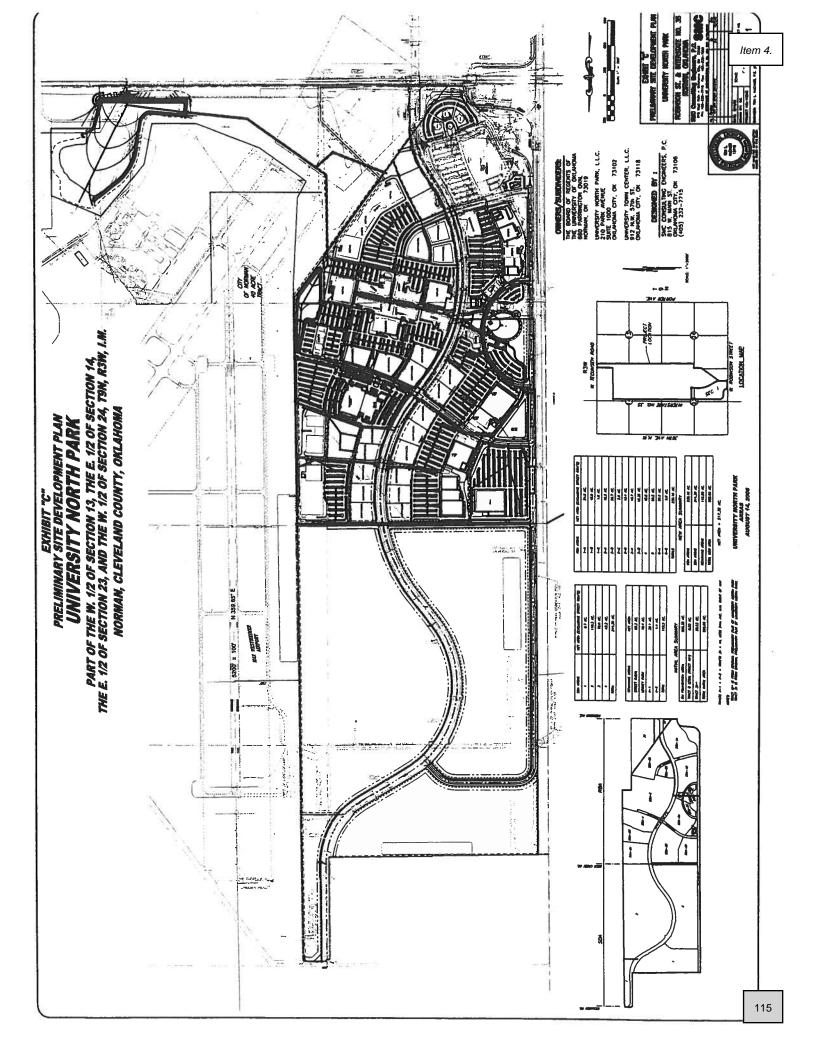
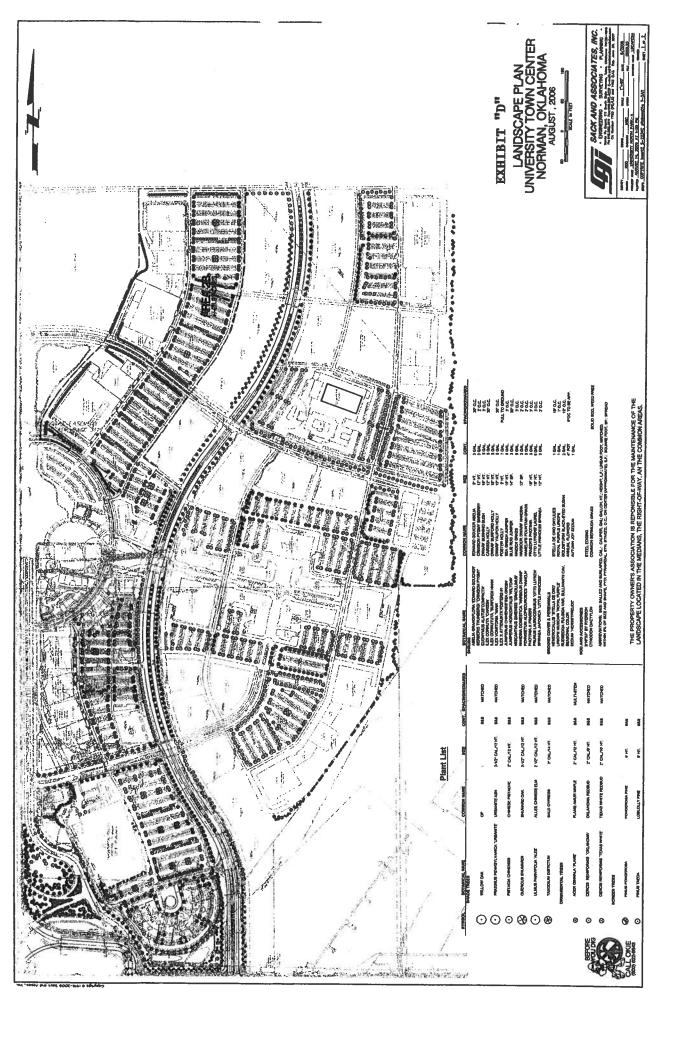


EXHIBIT "B"

REVISED TRAFFIC IMPACT STUDY DATED AUGUST 14, 2006

ON FILE FOR REVIEW IN THE CITY CLERK'S DEPARTMENT





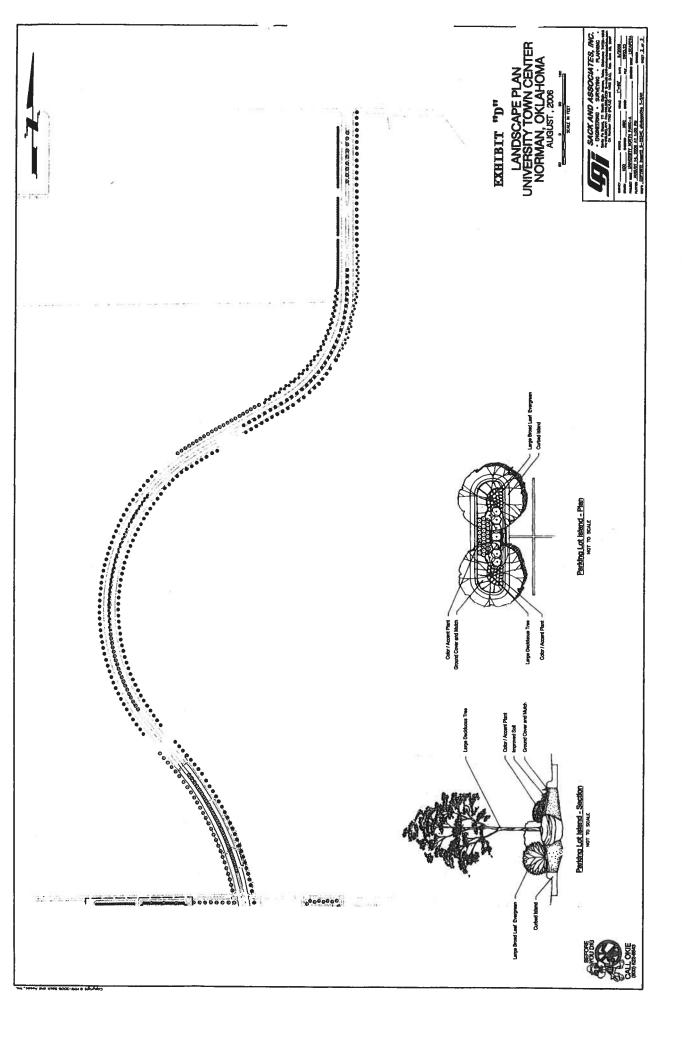


EXHIBIT "E"

REVISED DRAINAGE/DETENTION PLAN DATED AUGUST 14, 2006 AND REVISED SEPTEMBER 22, 2006

ON FILE FOR REVIEW IN THE PUBLIC WORKS DEPARTMENT

MASTER SIGNAGE CONCEPT PLAN EXHIBIT " F-1 "

Ground and Wall Sign Criteria for University Town Center Norman, Oklahoma

GENERAL INFORMATION

The sign standards have been selected to harmonize with and compliment the design of the entire site and will assist in creating a consistent quality of visual identity for the development. It is intended that individual business signage be designed in an imaginative and varied manner. The signage guidelines below supplement those signage standards described in the Minimum Design Standards for University North Park. In addition the Master Signage Concept Plan (MSCP) outlines the proposed locations and sizes of all ground signs in the development. The Minimum Design Standards, the Signage Exhibit, and the Master Signage Concept Plan are equally enforceable and are joined together as one document. Together these documents supersede the City of Norman Sign Code only with respect to this development, and only to the extent of specific signs described herein. All other signage shall comply with the City of Norman Sign Code.

Ground Signs

Ground signs will be categorized into the following primary catagories, and permitted at those locations described on the Master Signage Concept Plan. The locations shown on that plan may be adjusted according to the specific design constraints imposed by physical conditions or property line adjustments. Deviations from the MSCP must be approved by the ARB and the City Manager, or his designee, prior to obtaining sign permits.

Businesses which would otherwise be permitted "Additional Signs", oriented for interstate traffic, will not be permitted additional ground signs, other than those depicted on the MSCP.

Categories

I-35 Ground signs

Signs ranging from twenty five to forty feet in height, located along the I-35 frontage road, between West Robinson Street and Rock Creek Road. Sign designs and locations designated on the MSCP are intended to supersede the City of Norman Sign Code provision for "Additional Signs" section 18-504 (b),(1),f. The intent is to provide uniform, coordinated signage design as viewed from the I-35 corridor. The express purpose of these signs is to provide visual identity for single anchor store businesses, or identity on one sign for multiple businesses in the development. Businesses represented on these signs may be located anywhere within the development west of 24th Avenue NW.

24th Avenue NW Ground Signs

Signs ranging from twenty to twenty five feet in height, located no further than twenty five feet from the Right of Way of 24th Avenue NW between West Robinson Street and Rock Creek Road. The express purpose of these signs is to provide visual identity for single, anchor store, businesses or multiple businesses in the development. Businesses represented on these signs may be located anywhere within the development.

Outparcel 'monument style' Ground Signs

Signs ranging from four feet to twelve feet in height, located as designated on the MSCP. The express purpose of these signs are to identify the business, or businesses, in freestanding buildings located on designated outparcels. These parcels include outparcel property facing West Robinson Street, 24th Avenue NW, Mt. Williams Drive, and Conference center Drive

Directional and informational signs

Ground mounted directional and informational signs shall be permitted in accordance with the Minimum Design Standards and the City of Norman Sign Code.

Wall Signs

Wall signs shall be permitted in accordance with the Minimum Design Standards and the City of Norman Sign Code, with the following exceptions.

- 1. For purposes of calculating Maximum Area Allowable, buildings with multiple connected businesses shall not be considered one building. Each business shall be considered independently.
- 2. No part of a wall sign shall be located more than thirty feet above grade level
- 3. Due to the location of the ten-story hotel and conference center, wall signs (which otherwise meet all Sign Code requirements) can be located at any height on the walls of both structures.

Revised 8-18-06 by Little

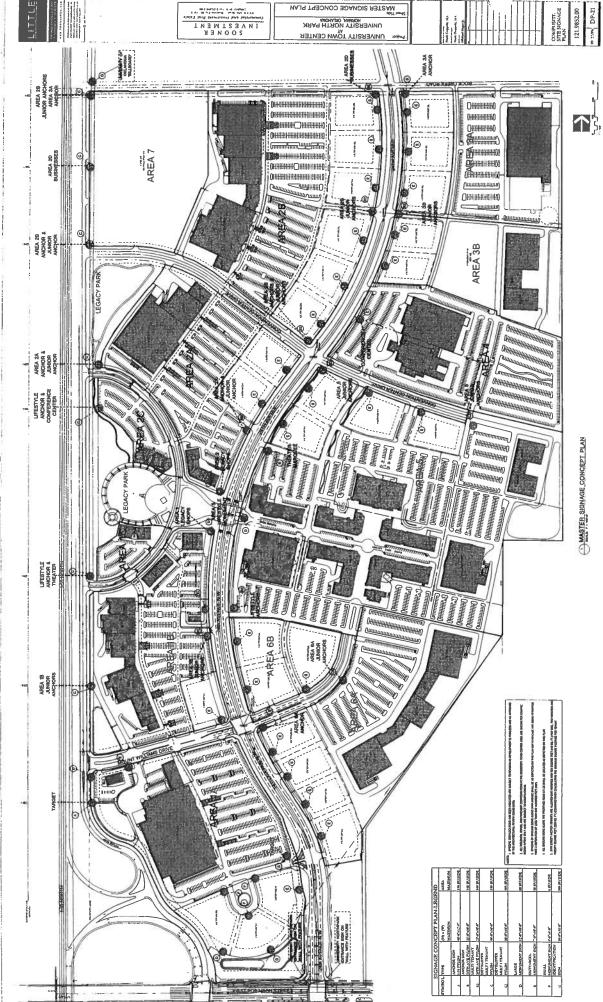
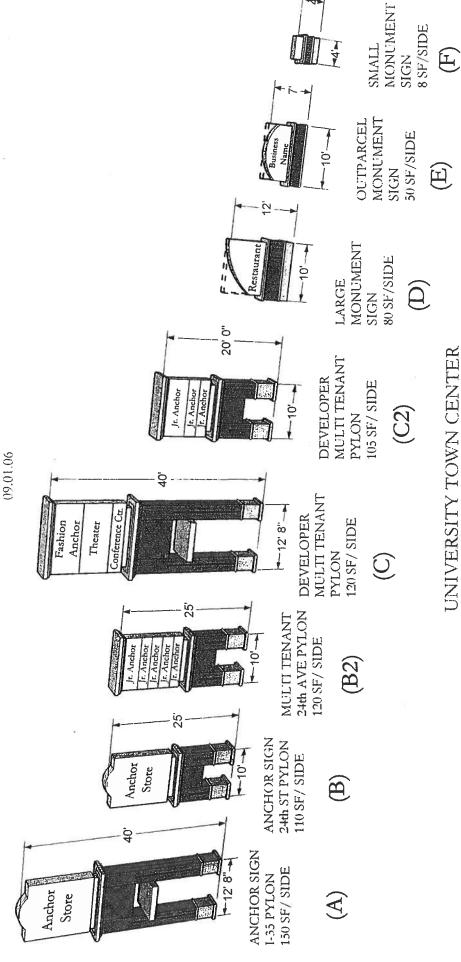
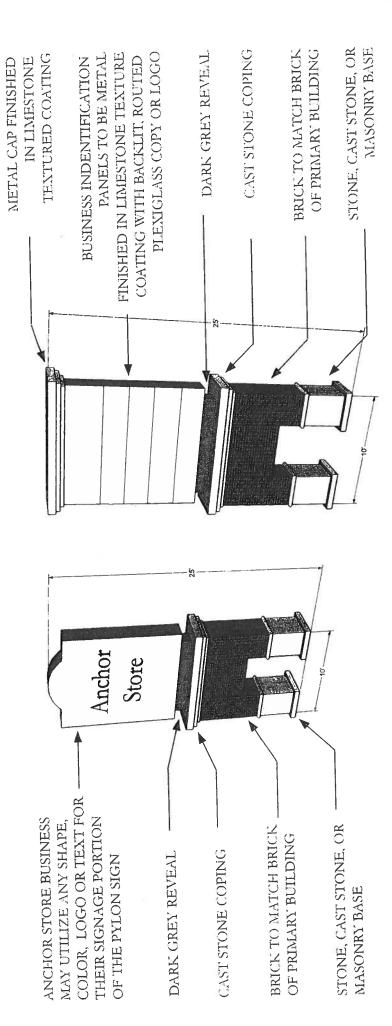


EXHIBIT "F.2" FREESTANDING (GROUND) SIGNS ILLUSTRATION



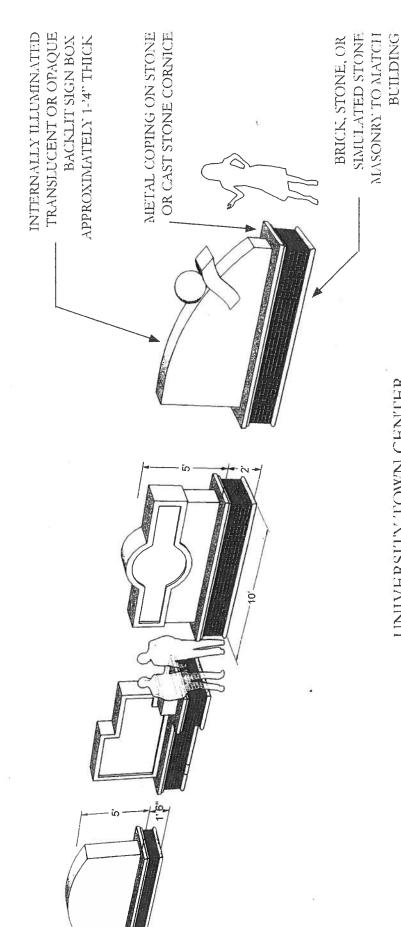
UNIVERSITY TOWN CENTER
AT
UNIVERSITY NORTH PARK
NORMAN, OKLAHOMA

EXHIBIT "F3" TYPICAL PYLON SIGN MATERIALS 08.11.06



UNIVERSITY TOWN CENTER AT UNIVERSITY NORTH PARK NORMAN, OKLAHOMA

EXHIBIT "F-4" TYPICAL OUTPARCEL MONUMENT SIGN MATERIALS (APPLIES TO TYPE "D. E. F") 08.11.06



UNIVERSITY TOWN CENTER
AT
UNIVERSITY NORTH PARK
NORMAN, ORLAHOMA

EXHIBIT G

LEGAL DESCRIPTION

UNIVERSITYNORTHPARK (SDA-1) PURCHASE TRACT

A tract of land lying in the Northwest Quarter of Section 13 and the Northeast Quarter of Section 14, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma, and being more particularly described as follows:

COMMENCING at the northwest corner of said Section 13;

THENCE South 00°16'07" East, along the west line of the said Northwest Quarter of Section 13, a distance of 85.00 feet to a point on the southerly right-of-way line of Tecumseh Road as established by that certain HIGHWAY EASEMENT recorded in Book 2475, Page 439, said point being the POINT OF BEGINNING;

THENCE casterly, along said right-of-way line, the following four (4) courses:

- 1. South 89°49'14" East a distance of 33.00 feet;
- 2. North 44°57'58" East a distance of 35.22 feet;
- South 89°49'14" East a distance of 189.54 feet;
- South 83°18'03" East a distance of 58.87 feet to a point on the east line of that certain SURPLUS PROPERTY DEED OF RELEASE recorded in Book 3282, Page 614, Cleveland County records;

THENCE southeasterly, along said east line, the following two (2) courses:

- 1. South 09°09'51" East a distance of 99.71 feet;
- 2. South 00°38'00" East a distance of 1379.14 feet;

THENCE South 89°22'00" West a distance of 291.24 feet;

THENCE North 69°58'55" West a distance of 60.00 feet to a point on the centerline of 24th Avenue NW as established by the HIGHWAY EASEMENT in favor of the State of Oklahoma recorded in Book 2552, Page 472, Cleveland County records;

THENCE northerly, along said centerline, on a non-tangent curve to the left having a radius of 876.16 feet (said curve subtended by a chord which bears North 12°43′58" East a distance of 222.22 feet) for an arc distance of 222.82 feet;

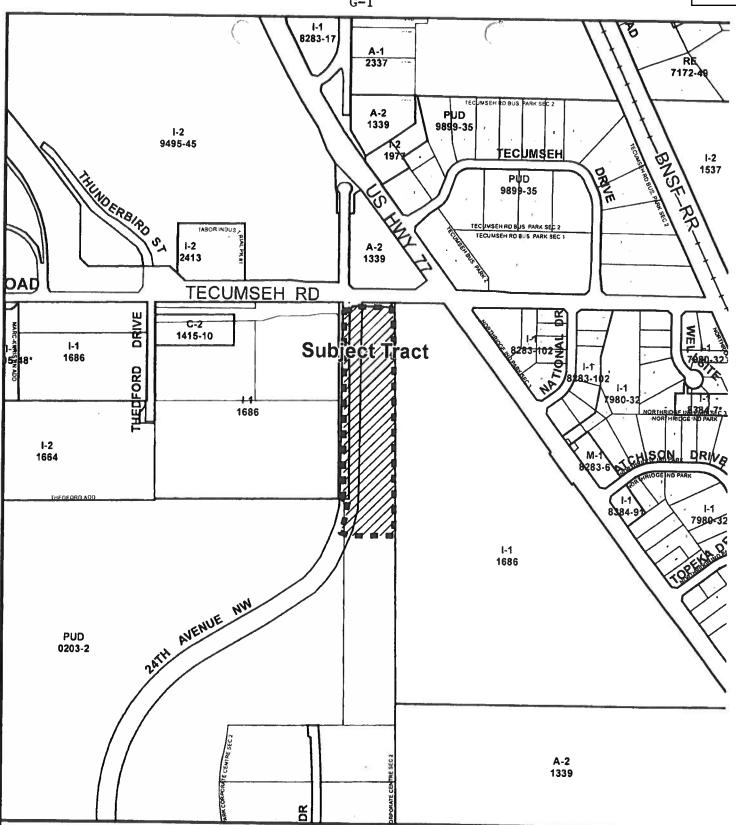
THENCE South 89°15'36" West a distance of 32.66 feet to a point on the common line between said Sections 13 and 14;

THENCE North 00°16'07" West, along suid common line, a distance of 1226.50 feet to the POINT OF BEGINNING.

Said tract of land containing a gross area of 478,686 square feet or 10.9891 acres more or less, and an area net of the right-of-way for 24th Avenue NW (120 feet in width) of 339,588 square feet or 7.7959 acres more or less.

Prepared by: Taylor Denniston PLS 1787 Smith Roberts Baldischwiler LLC April 16, 2015 VERSION 4

Real Buate Perchase Contract 427.15 - Clean



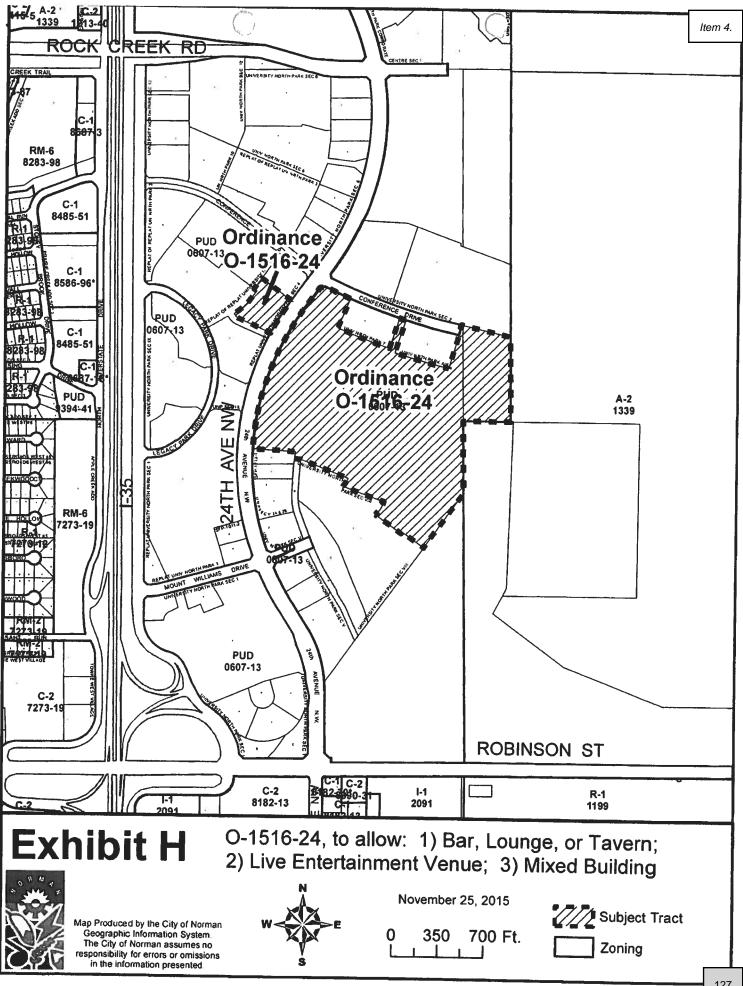
Location Map

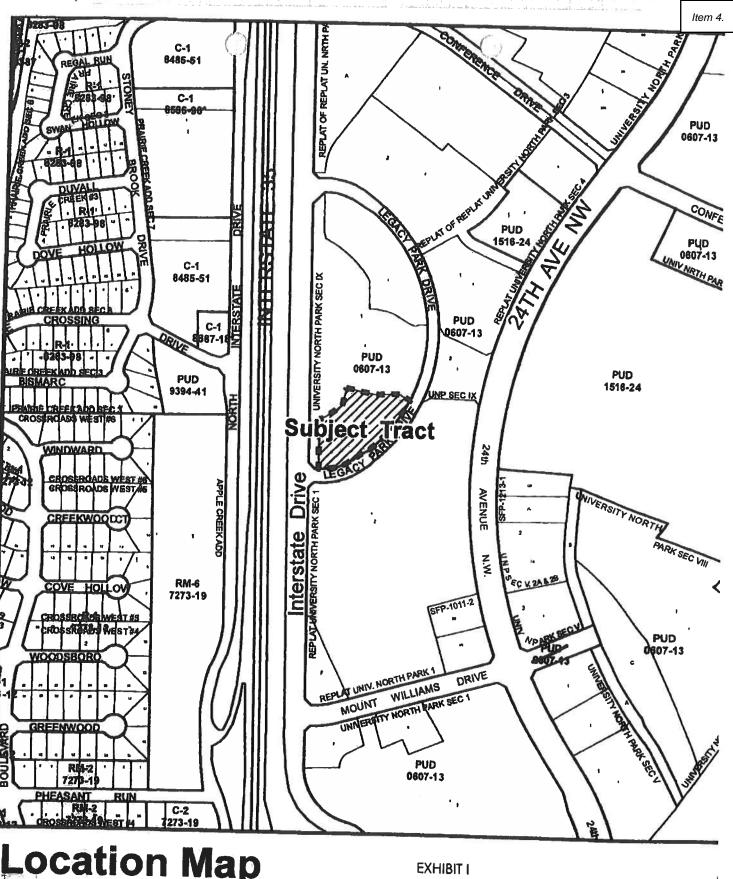


May 12, 2015

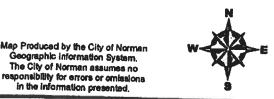
300 600 Ft.







ocation Map



September 11, 2018

210 420 Ft.



128

EXHIBIT J

PUD AREA DESCRIPTION

A tract of land lying in the East Half (E/2) of Section 14, Township 9 North, Range 3 West of the Indian Meridian, Cleveland County, Oklahoma being more particularly described as follows:

COMMENCING at the southeast corner of said Southeast Quarter, said point also being the southeast corner of Block 1, UNIVERSITY NORTH PARK CORPORATE CENTRE SECTION 1, recorded in Book 24 of Plats, Page 15;

THENCE South 89°06'20" West, along the south line of said Southeast Quarter, the south line of said Block 1 and the south line of Rock Creek Road right of way as dedicated by said plat, a distance of 667.66 feet to a point on the centerline of 24th Avenue N.W. as established by that certain Highway Easement recorded in Book 2552, Page 472 and partially dedicated by said plat, said point also being a point on a curve;

THENCE along the centerline of said 24th Avenue N.W., the following Four (4) courses:

- 1. Northwesterly along a non-tangent curve to the left having a radius of 1,905.41 feet (said curve subtended by a chord which bears North 24°23'10" West a distance of 924.06 feet) for an arc distance of 933.37 feet;
- 2. North 38°25'09" West a distance of 400.00 feet to a point of curvature;
- 3. Northerly along a curve to the right having a radius of 1,225.41 feet (said curve subtended by a chord which bears North 17°44'04" West a distance of 865.68 feet) for an arc distance of 884.78 feet to the northwest corner of Radius Way right of way as dedicated by UNIVERSITY NORTH PARK SECTION XIV recorded in Book 24 of Plats, Page 83, said point being on the centerline of said 24th Avenue N.W., a point on a curve and the POINT OF BEGINNING;
- 4. Continuing Northeasterly along a curve to the right having a radius of 1,225.41 feet (said curve subtended by a chord which bears North 26°17'27" East a distance of 971.02 feet) for an arc distance of 998.40 feet;

THENCE South 52°49'34" East a distance of 470.27 feet;

THENCE South 10°17'56" West a distance of 77.31 feet to the northwest corner of Lot 1, Block 2, UNIVERSITY NORTH PARK CORPORATE CENTRE SECTION 2, recorded in Book 23 of Plats, Page 179 and being a point on a curve;

THENCE along the westerly line of Lots 1 and 2 in said Block 2, the following Two (2) courses:

- 1. Southerly along a non tangent curve to the right having a radius of 1,207.17 feet (said curve subtended by a chord which bears South 09°36'47" West a distance of 224.62 feet) for an arc distance of 224.95 feet to a point of reverse curvature;
- 2. Southerly along a non tangent curve to the left having a radius of 1,265.72 feet (said curve subtended by a chord which bears South 03°26'45" West a distance of 236.22 feet) for an arc distance of 236.57 feet;

THENCE North 90°00'00" West a distance of 209.63 feet to the northeast corner of said Radius Way right of way;

THENCE along the northerly right of way line of said Radius Way, the following Six (6) courses:

- 1. North 79°37'04" West a distance of 64.00 feet;
- 2. South 10°22'56" West a distance of 0.89 feet to a point of curvature;
- 3. Southwesterly along a curve to the right having a radius of 112.00 feet (said curve subtended by a chord which bears South 50°11'28" West a distance of 143.41 feet) for an arc distance of 155.63 feet;
- 4. South 90°00'00" West a distance of 272.47 feet;
- 5. North 43°49'56" West a distance of 34.63 feet;
- 6. North 87°03'00" West a distance of 60.00 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 494,425 square feet or 11.3504 acres, more or less.

The basis of bearings for this description was North 90°00'00" West as a portion of the northerly right of way line of Radius Way as shown on the plat of UNIVERSITY NORTH PARK SECTION XIV.

Prepared by: Randall A. Mansfield, Professional Land Surveyor No. 1613
Dodson-Thompson-Mansfield PLLC
20 N.E. 38th Street - OKC, OK 73105
March 6, 2019

'Exhibit J'

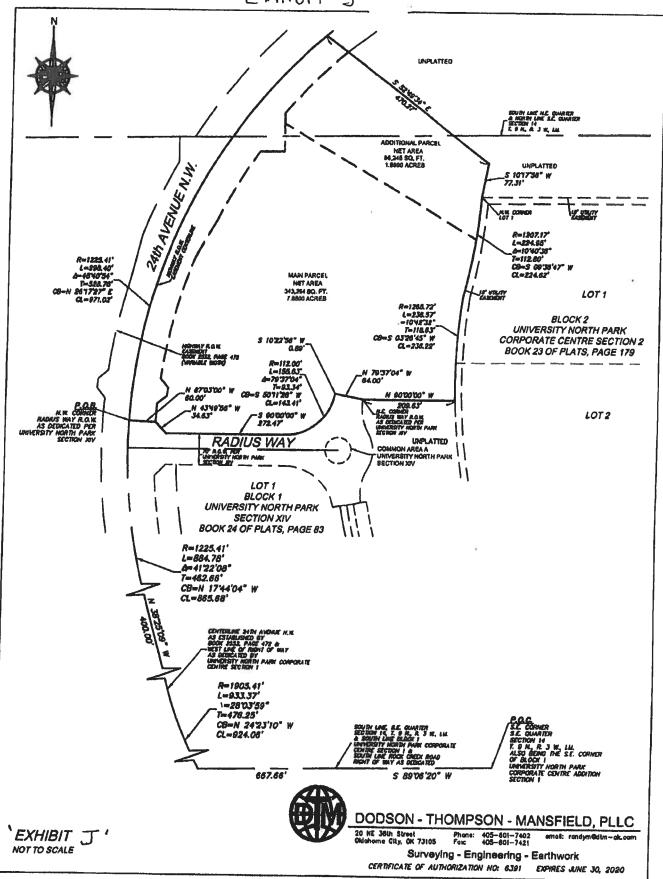
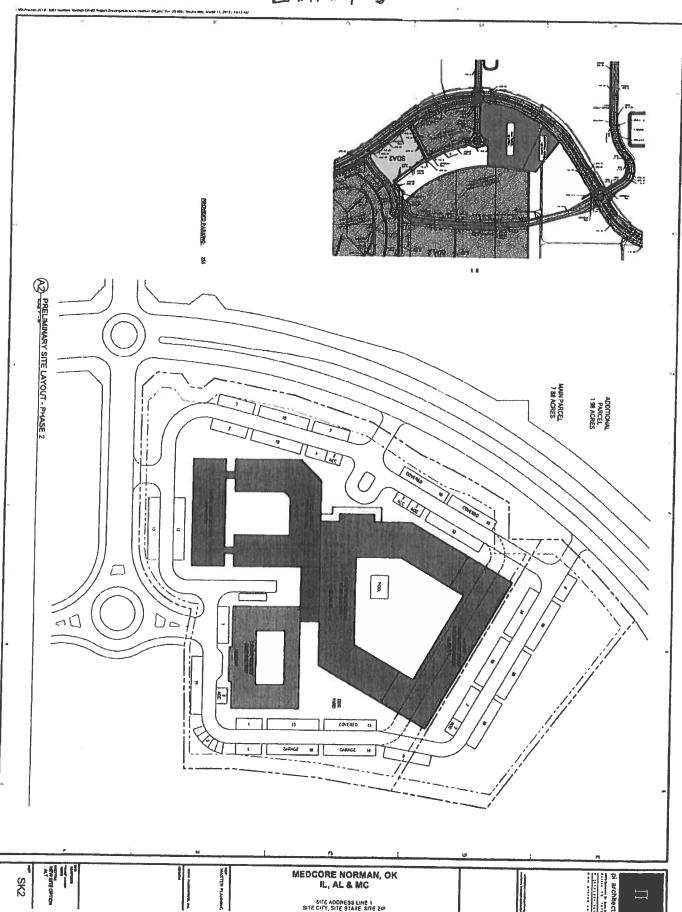


Exhibit J'



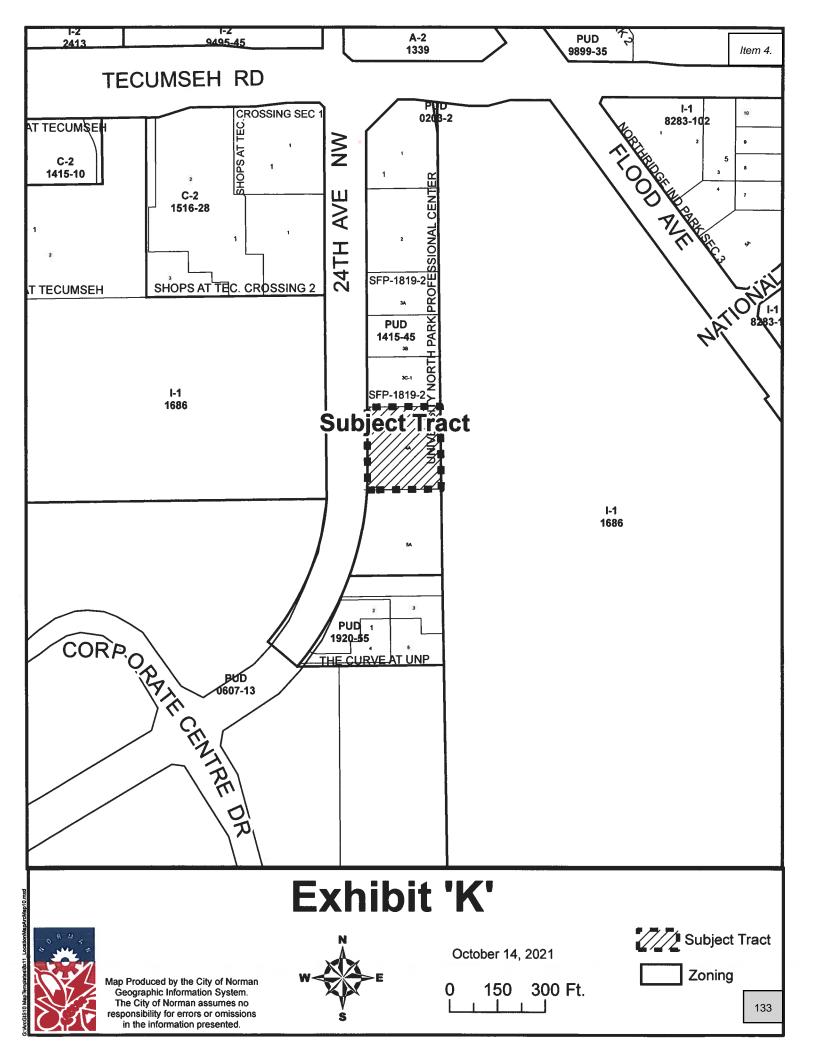


EXHIBIT L

University North Park Professional Center Lot 4A Block 1

A tract of land being a part of the Northwest Quarter (NW/4) of Section Thirteen (13), Township Nine (9) North, Range Three (3) West of the Indian Meridian, City of Norman, Cleveland County, Oklahoma, being all of Lot 4 Block 1 as shown on the plat UNIVERSITY NORTH PARK PROFESSIONAL CENTER recorded in Book 24 of plats, Page 80, LESS & EXCEPT the North 21.64 feet thereof, being more particularly described as follows:

Beginning at the Southwest (SW) Corner of said Lot 4, said point being the POINT OF BEGINNING:

THENCE along and with the West line of said Lot 4 on a curve to the left, having a radius of 936.16 feet, a chord bearing of North 01°26'56" East, a chord length of 56.12 feet and an arc length of 56.13 feet;

THENCE North 00°16'07" West, continuing along and with the West line of said Lot 4, a distance of 202.54 feet;

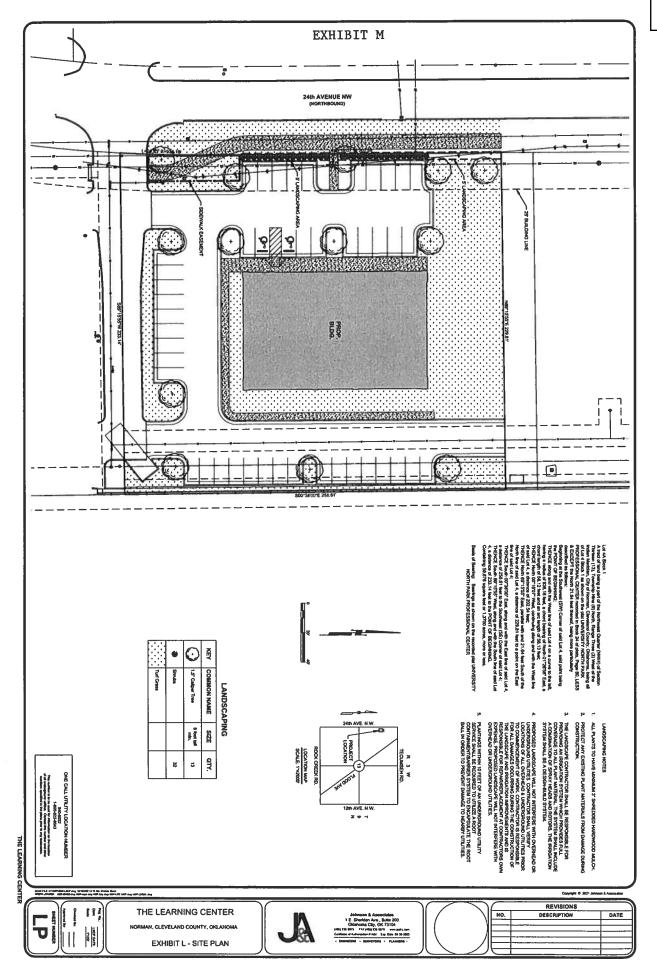
THENCE North 89°15'55" East, parallel with and 21.64 feet South of the North line of said Lot 4, a distance of 229.81 feet to a point on the East line of said Lot 4;

THENCE South 00°38'00" East, along and with the East line of said Lot 4, a distance of 258.61 feet to the Southeast (SE) Corner of said Lot 4;

THENCE South 89°15'55" West, along and with the South line of said Lot 4, a distance of 233.14 feet to the POINT OF BEGINNING.

Containing 59,676 square feet or 1.3700 acres, more or less.





NORMAN PLANNING COMMISSION REGULAR SESSION MINUTES

NOVEMBER 18, 2021

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 18th day of November, 2021.

Notice and agenda of the meeting was 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 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT Erin Williford

Kevan Parker Steven McDaniel

Erica Bird Sandy Bahan Michael Jablonski

MEMBERS ABSENT Nouman Jan

Lark Zink Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT Jane Hudson, Director, Planning &

Community Development

Lora Hoggatt, Planning Services Manager

Logan Hubble, Planner I

Roné Tromble, Recording Secretary Ken Danner, Subdivision Development

Manager

Todd McLellan, Development Engineer

Beth Muckala, Asst. City Attorney

Jami Short, Traffic Engineer

Bryce Holland, Multimedia Specialist

* * *

Item No. 5, being:

O-2122-21 — CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-21 FOR JOHNSON & ASSOCIATES, ON BEHALF OF UNIVERSITY NORTH PARK, REQUESTS AMENDMENT OF THE EXISTING PUD, PLANNED UNIT DEVELOPMENT (O-1415-45), FOR PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 24TH AVENUE N.W. SOUTH OF W. TECUMSEH ROAD.

ITEMS SUBMITTED FOR THE RECORD:

- 1. Location Map
- 2. Staff Report
- 3. Transportation Impacts
- 4. Amended and Restated University North Park PUD Development Plan, dated October 2021, with Exhibits A-M

PRESENTATION BY STAFF:

Ms. Jane Hudson presented the staff report.

PRESENTATION BY THE APPLICANT:

The applicant's representative was in attendance, but did not make a presentation.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Steven McDaniel moved to recommend adoption of Ordinance No. O-2122-21 to City Council. Erin Williford seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS

Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird,

Sandy Bahan, Michael Jablonski

NAYES

None

MEMBERS ABSENT

Nouman Jan, Dave Boeck, Lark Zink

The motion, to recommend adoption of Ordinance No. O-2122-21 to City Council, passed by a vote of 6-0.

* * *

File Attachments for Item:

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-24 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A BAR, LOUNGE OR TAVERN IN THE C-2, GENERAL COMMERCIAL DISTRICT, FOR LOT THREE (3), OF BLOCK ONE (1), OF JENNINGS ESTATES NO. 1 ADDITION, A REPLAT OF PART OF BLOCK 1, OF JENNINGS ESTATES NO. 1 ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2224 WEST MAIN STREET, SUITE 2262)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: WH Normandy Creek, L.P.

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE 0-2122-24 UPON FIRST

READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A BAR, LOUNGE OR TAVERN IN THE C-2, GENERAL COMMERCIAL DISTRICT, FOR LOT THREE (3), OF BLOCK ONE (1), OF JENNINGS ESTATES NO. 1 ADDITION, A REPLAT OF PART OF BLOCK 1, OF JENNINGS ESTATES NO. 1 ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2224 WEST MAIN

STREET, SUITE 2262)

SYNOPSIS: The applicant, WH Normandy Creek, L.P., is requesting Special Use for a Bar, Lounge, or Tavern for an 11,000 sq. ft. suite in an existing shopping center at 2224 West Main Street, Suite 2262. The property is zoned C-2, General Commercial District.

<u>HISTORY:</u> The property was rezoned from R-1, Single Family Dwelling District, to C-2, General Commercial District, in October 1967, around the same time as the surrounding properties. These collective properties were developed into Normandy Creek Shopping Center, of which the suite in question is a part. Ordinance O-9192-18 defined "bar" as "an establishment whose primary activity, measured by dollar volume of sales, involves the sale and the on-premise consumption" of alcoholic beverages, and amended the C-2 zoning district to allow for a Bar, Lounge, or Tavern as a Special Use.

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.
- 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 property is currently zoned C-2, General Commercial District. This district is intended for the conduct of personal and business services and the general retail business of the community. The C-2 District requires Special Use approval for a Bar, Lounge, or Tavern.

SITE PLAN: The Normandy Creek Shopping Center area has 4 access points; 2 off West Main Street and 2 off 24th Ave. SW. The applicant will not be changing the existing building or site. Only interior remodels will be done to the suite for the sports bar.

As shown on the site plan, the location of the sports bar is in the southeast corner of the mall. There is a public alley on the south and east side as well as a culvert on the east side of the mall. There is approximately 136-foot separation/tree buffer between the east wall of the sports bar to the neighboring apartments to the east. There is approximately 182-foot separation from the southwest corner wall of the sports bar to the neighboring single-family use to the southwest.

IMPACTS: There have been restaurants located within this Shopping Center in the past and the area has a large parking lot to serve all the uses. As stated there have been restaurants at this site but never a bar, lounge or tavern. The hours of operation for this proposed sports bar are 11 AM to 2 AM.

The applicant responded to staff's question as to the possibility of live music at the site. The applicant stated there may be live music but only on special occasions. The Special Use for Bar, Lounge or Tavern does not grant the applicant the permission to have live music. If the operation is a restaurant, a restaurant may include live entertainment and/or a dance floor, (all such activity fully with an enclosed building) provided the kitchen remains open with the full food service whenever live entertainment is offered.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: This property is platted. Project is within an existing building.

PREDEVELOPMENT: PD21-32, October 28, 2021

No neighbors attended this meeting.

CONCLUSION:

Staff forwards this request for Special Use and Ordinance O-2122-24 for City Council's consideration.

At their meeting of November 18, 2021, Planning Commission unanimously recommended adoption of Ordinance O-2122-24, by a vote of 6-0.

O-2122-24

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 BAR, LOUNGE OR TAVERN IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT THREE (3), OF BLOCK ONE (1), OF JENNINGS ESTATES NO. 1 ADDITION, A REPLAT OF PART OF BLOCK 1, OF JENNINGS ESTATES NO. 1 ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2224 West Main Street, Suite 2262)

- § 1. WHEREAS, WH Normandy Creek, L.P. has made application to have Special Use for a Bar, Lounge, or Tavern on the property described below in the C-2, General Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing 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:

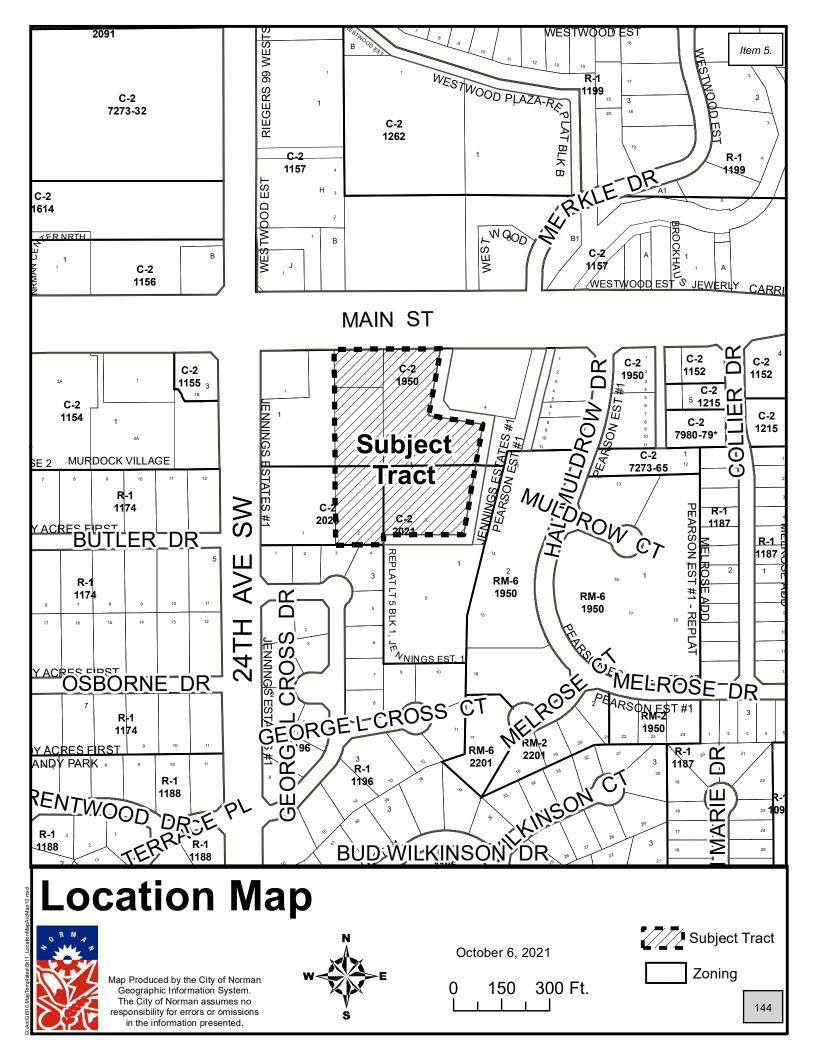
§ 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for a Bar, Lounge, or Tavern in the C-2, General Commercial District, for the following described property, to wit:

Lot Three (3), of Block One (1), of JENNINGS ESTATES NO. 1 ADDITION, a Replat of Part of Block 1, of Jennings Estates No. 1 Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

Ordinance No. O-2122-24 Page 2

- § 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 November 18, 2021.
- § 6. <u>Severability</u>. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this	day of	NOT ADOPTED this	day of
	, 2022.		, 2022.
(Mayor)		(Mayor)	
ATTEST:			
(City Clerk)			



Planning Commission Agenda November 18, 2021

ORDINANCE NO. O-2122-24

ITEM NO. 6

STAFF REPORT

GENERAL INFORMATION

APPLICANT WH Normandy Creek, L.P.

REQUESTED ACTION Special Use for a Bar, Lounge or Tavern

EXISTING ZONING C-2, General Commercial District

SURROUNDING ZONING North: C-2, General Commercial District

East: RM-6, Medium Density Apartment

District

South: C-2, General Commercial District West: C-2, General Commercial District

and R-1, Single Family Dwelling

District

LOCATION 2224 West Main Street, Suite 2262

SIZE 11,000 square feet (see site plan)

PURPOSE Sports Bar and Grill

EXISTING LAND USE Shopping Center with a vacant suite

SURROUNDING LAND USE North: Commercial

East: Multi-Family Residential

South: Vacant

West: Single-family and Commercial

LAND USE PLAN DESIGNATION Commercial

<u>SYNOPSIS:</u> The applicant, WH Normandy Creek, L.P., is requesting Special Use for a Bar, Lounge, or Tavern for an 11,000 sq. ft. suite in an existing shopping center at 2224 West Main Street, Suite 2262. The property is zoned C-2, General Commercial District.

<u>HISTORY:</u> The property was rezoned from R-1, Single Family Dwelling District, to C-2, General Commercial District, in October 1967, around the same time as the surrounding properties. These collective properties were developed into Normandy Creek Shopping Center, of which the suite in question is a part. Ordinance No. O-9192-18 defined "bar" as "an establishment whose primary activity, measured by dollar volume of sales, involves the sale

Item 5.

and the on-premise consumption" of alcoholic beverages, and amended the C-2 z district to allow for a Bar, Lounge, or Tavern as a Special Use.

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 property is currently zoned C-2, General Commercial District. This district is intended for the conduct of personal and business services and the general retail business of the community. The C-2 District requires Special Use approval for a Bar, Lounge, or Tavern.

ANALYSIS:

SITE PLAN: The Normandy Creek Shopping Center area has 4 access points; 2 off West Main Street and 2 off 24th Ave. SW. The applicant will not be changing the existing building or site. Only interior remodels will be done to the suite for the sports bar.

As shown on the site plan, the location of the sports bar is in the southeast corner of the mall. There is a public alley on the south and east side as well as a culvert on the east side of the mall. There is approximately 136-foot separation/tree buffer between the east wall of the sports bar to the neighboring apartments to the east. There is approximately 182-foot separation from the southwest corner wall of the sports bar to the neighboring single-family use to the southwest.

Item 5.

IMPACTS: There have been restaurants located within this Shopping Center in the past the area has a large parking lot to serve all the uses. As stated there have been restaurants at this site but never a bar, lounge or tavern. The hours of operation for this proposed sports bar are 11 AM to 2 AM.

The applicant responded to staff's question as to the possibility of live music at the site. The applicant stated there may be live music but only on special occasions. The Special Use for Bar, Lounge or Tavern does not grant the applicant the permission to have live music. If the operation is a restaurant, a restaurant may include live entertainment and/or a dance floor, (all such activity fully with an enclosed building) provided the kitchen remains open with the full food service whenever live entertainment is offered.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: This property is platted. Project is within an existing building.

PREDEVELOPMENT: PD21-32, October 28, 2021

No neighbors attended this meeting.

CONCLUSION: Staff forwards this request for Special Use and Ordinance No. O-2122-24 for Planning Commission's consideration.

Item 5.

City of Norman Predevelopment

October 28, 2021

Applicant: WH Normandy Creek, L.P.

Project Location: 2224 W. Main Street

Case Number: PD21-32

Time: 5:30 p.m.

Applicant/Representative

David Hartnack, Representative

<u>Attendees</u>

No neighbors attended.

City Staff

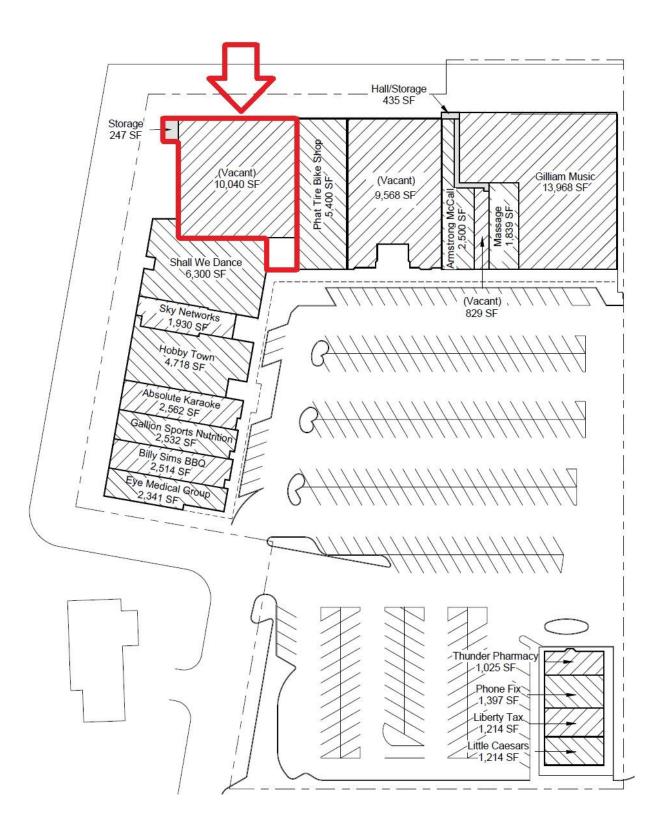
Logan Hubble, Planner I Beth Muckala, Assistant City Attorney

Application Summary

The applicant is requesting a special use for a bar, lounge, or tavern.

Neighbor's Comments/Concerns/Responses

No neighbors attended this meeting.



NORMAN PLANNING COMMISSION REGULAR SESSION MINUTES

NOVEMBER 18, 2021

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in the Council Chambers of the Norman Municipal Building, 201 West Gray Street, on the 18th day of November, 2021.

Notice and agenda of the meeting was 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 6:30 p.m.

ROLL CALL

MEMBERS PRESENT

Erin Williford Kevan Parker Steven McDaniel Erica Bird Sandy Bahan Michael Jablonski

MEMBERS ABSENT

Nouman Jan Lark Zink Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager

Todd McLellan, Development Engineer Beth Muckala, Asst. City Attorney

Jami Short, Traffic Engineer

Bryce Holland, Multimedia Specialist

Item No. 6, being:

O-2122-24 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-24 FOR WH NORMANDY CREEK, L.P. REQUESTS SPECIAL USE FOR A BAR, LOUNGE OR TAVERN FOR PROPERTY LOCATED AT 2224 W. MAIN STREET, SUITE 2262.

ITEMS SUBMITTED FOR THE RECORD:

- 1. Location Map
- 2. Staff Report
- 3. Site Plan
- 4. Pre-Development Summary

PRESENTATION BY STAFF:

1. Mr. Logan Hubble presented the staff report.

PRESENTATION BY THE APPLICANT:

- 1. Mr. David Hartnack, representing the applicant, presented the project.
- 2. Commissioner Parker asked questions.
- 3. Commissioner Bird made comments.
- Commissioner McDaniel asked questions.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Michael Jablonski moved to recommend adoption of Ordinance No. O-2122-24 to City Council. Sandy Bahan seconded the motion.

There being no further discussion, a vote on the motion was taken with the following result:

YEAS

Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird,

Sandy Bahan, Michael Jablonski

NAYES

None

MEMBERS ABSENT

Nouman Jan, Dave Boeck, Lark Zink

The motion, to recommend adoption of Ordinance No. O-2122-24 to City Council, passed by a vote of 6-0.

* * *

File Attachments for Item:

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-25 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR THE REVISED FLOODPLAIN ORDINANCE ALLOWING FOR A REDUCTION IN FLOOD INSURANCE PREMIUMS THROUGH AMENDMENT OF SECTION 22:429.1 4 (C) 1 AND 4(C)3.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: December 14, 2021

REQUESTER: Todd McLellan, Development Engineer

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF ORDINANCE O-2122-25 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FOR THE REVISED FLOODPLAIN ORDINANCE ALLOWING FOR A REDUCTION IN FLOOD INSURANCE PREMIUMS THROUGH AMENDMENT OF SECTION 22:429.1 4 (C) 1 AND 4(C)3

BACKGROUND:

The City's Floodplain Ordinance which is included in Section 22:429.1 of the City of Norman Code of Ordinances, was first adopted by the City of Norman on July 8, 1975. The ordinance has been revised thirteen (13) times in 1978, 1981, 1986, 1987, 1989, 1997, 2003, 2004, 2007, 2008, 2012, 2017, and 2020. The floodplain ordinance was originally adopted as a requirement of the City of Norman's participation in the National Flood Insurance Program (NFIP), which was established by the U.S. Congress in 1968 and is administered by the Department of Homeland Security's Federal Emergency Management Agency (FEMA).

DISCUSSION:

Residents and business owners in Norman are eligible for a reduction in flood insurance premiums because of the city's active participation in FEMA's National Flood Insurance Program (NFIP) Community Rating System (CRS). In addition to lower premiums, the CRS program helps to reduce the threat of injury or death and property damage due to flooding in Norman.

The CRS is a voluntary program for NFIP participating communities. The intended goals of the CRS program are to reduce flood losses, facilitate accurate insurance ratings and promote the awareness of flood insurance. The CRS program rewards communities for implementing activities that protect their residents from flooding. These programs include public outreach, floodplain open space preservation and higher regulatory standards.

Communities are rewarded by having the individual flood insurance policyholder's premiums reduced. Flood insurance premium reductions run in 5 percent increments, from 5 percent to 45 percent. Class ratings range from 10 to 1. The higher the flood protection activity, the lower the Class rating. Norman became a Class 7 community effective October 1, 2021. Norman's flood insurance policyholders who reside in Special Flood Hazard Areas receive a 15 percent

reduction on flood insurance premiums and policyholders located outside Special Flood Hazard Areas enjoy a 10 percent discount. The reduction in flood insurance premiums represents an annual savings in premium costs for Norman policyholders and will take effect at the time a new policy is written or an effective policy is renewed.

The CRS Coordinator's Manual is the guidebook for the CRS program. The Coordinator's Manual spells out the credits and credit criteria for community activities and programs that go above and beyond the minimum requirements for participation in FEMA's National Flood Insurance Program. The Coordinator's Manual explains how the CRS operates, how credits are calculated, and what documentation is required, and also acts as guidance for communities in enhancing their flood loss reduction and resource protection activities. From time to time, the Coordinator's Manual is revised, to respond to improvements in floodplain management and insurance practice, advances in technology, input from communities and other program stakeholders, and other factors. These changes ensure that the CRS continues to encourage, support, and recognize communities for ongoing efforts to minimize flood losses and protect floodplain resources. Revisions normally take place every three years and are issued in the form of a new edition of the Coordinator's Manual. An Addendum to the 2017 CRS Coordinator's Manual was issued by FEMA effective January 1, 2021, that became a part of the 2017 edition of the Coordinator's Manual. With the issuance of this Addendum, FEMA incorporated into the existing CRS guidance some material that officially changes, adds to, or clarifies the CRS program.

Under this new addendum, FEMA now gives CRS credit for floodplain ordinances that add electrical and mechanical equipment servicing new or substantially improved buildings in the floodplain to the freeboard requirement. Freeboard is defined as a factor of safety usually expressed in feet above a flood level for purposes of floodplain management. Freeboard compensates for the many unknown factors that could contribute to flood heights greater than the height calculated for a selected size flood and floodway conditions, such as wave action, bridge openings, and the hydrological effect of urbanization of the watershed. Norman currently has a 2 foot freeboard requirement for new or substantially improved buildings in the floodplain. In other words, new or substantially improved buildings constructed in the floodplain are currently required to have the lowest floor a minimum of 2 feet above the Base Flood Elevation (BFE). This ordinance revision will now require that electrical and mechanical equipment servicing the building, such as air conditioning units, also be elevated a minimum of 2 feet above the BFE.

By amending Section 429.1(4) of Chapter 22 of the Code to define the freeboard elevation requirements of mechanical and electrical equipment servicing new or substantially improved buildings in the floodplain, FEMA has agreed to modify the City of Norman's CRS class from 7 to 6 which will increase the flood insurance premium discounts of those citizens receiving 15% to 20%. Staff proposes the following schedule for ordinance modification:

Norman Revised Floodplain Ordinance Schedule	
Item	Completion Date
Proposed Ordinance Changes Approved by OWRB	October 19, 2021
Proposed Ordinance Changes to Floodplain Permit Committee	November 15, 2021
Proposed Ordinance Changes to Planning Commission	November 18, 2021
Proposed Ordinance Changes to City Council 1st Reading	December 14, 2021
Proposed Ordinance Changes to City Council 2nd Reading	January 18, 2022
Revised Floodplain Ordinance Becomes Effective	February 18, 2022

The proposed revisions are listed in the attached ordinance.

Both the Floodplain Permit Committee and Planning Commission voted unanimously to approve the proposed revisions.

RECOMMENDATION:

Staff recommends that the City Council approve Ordinance O-2122-25 which amends Sections 22:429.1 4(c)1 and 4(c)3 of the current ordinance.

Reviewed by: Scott Sturtz, City Engineer

Shawn O'Leary, Director of Public Works

Jane Hudson, Director of Planning and Community Development

Beth Muckala, Assistant City Attorney III

Darrel Pyle, City Manager

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 429.1, SUB-SECTION 4, OF THE ZONING ORDINANCE TITLED FLOOD HAZARD DISTRICT LAND USES TO REQUIRE THAT CERTAIN FEATURES OF AND EQUIPMENT SERVICING NEW OR SUBSTANTIALLY IMPROVED STRUCTURES IN THE FLOODPLAIN, AS FURTHER SET FORTH IN THE ORDINANCE, BE ELEVATED A MINIMUM OF 2 FEET ABOVE THE BASE FLOOD ELEVATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That, Section 429.1(4) of Chapter 22 of the Code of the City of Norman be amended as follows:
 - 4. Flood Hazard District Land Uses.

* * *

(c) Specific Standards that Require Flood Plain Permits (A, AE, AH, AO Zones).

* * *

(1) Residential Structures – including both "site-built" and "manufactured homes," shall be constructed on fill so that the lowest floor (including basement, ductwork, mechanical and electrical equipment including furnaces, water heaters, and air conditioners, etc.) is at least two (2) feet above the base flood elevation. The fill shall be at a level no lower than one (1) foot above the base flood elevation for the particular area and shall extend at such elevation at least fifteen feet (15') beyond the limits of any structure or building erected including any attendant utility and sanitary facilities.

All manufactured homes to be placed within Zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to use of over-the-top or frame ties to ground anchors. Manufactured homes are to be placed or substantially improved on a permanent foundation such that the lowest floor (including ductwork, mechanical and electrical equipment including furnaces, water heaters, and air conditioners, etc.) of the manufactured home is elevated at least two (2) feet above the base flood elevation for the particular area in which the home is to be located. In the A-2, Rural Agricultural District, each dwelling unit or manufactured home must be located on a lot containing at least ten (10) acres, or a legal lot filed of record prior to February 25, 1997. In the Ten Mile Flat Conservation Area as described

in Section 420.2, for property within the A-2, Rural Agricultural District, as amended, each dwelling unit or manufactured home must be located on a lot containing at least twenty (20) acres, or a legal lot filed of record prior to the effective date of Ordinance O-0405-23, which is December 16, 2004.

* * * *

(3) Non-residential Construction – new construction and substantial improvement of any commercial, industrial or other non-residential structures shall be constructed on fill as above [Sec. 4(b)(1)] including any attendant utility and sanitary facilities, shall be designed so that the lowest floor (including basement, ductwork, mechanical and electrical equipment including furnaces, water heaters, and air conditioners, etc.) is elevated at least two feet above base flood elevation and the fill shall be at a level no lower than 1 foot above the base flood elevation for the particular area and shall extend at such elevation at least (15) fifteen feet beyond the limits of any structure or building erected thereon. A registered professional engineer shall submit a certification to the Director of Public Works that the standards of this Ordinance, as proposed in Section 5(a)(1-2), are satisfied.

* * * *

§ 2. <u>SEVERABILITY</u>. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, 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	NOT ADOPTED this	day
of	, 2021.	of	, 2021
(Mayor)		(Mayor)	
ATTEST:			
(City Clerk)			

AN ORDINANCE OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 429.1, SUB-SECTION 4, OF THE ZONING ORDINANCE TITLED FLOOD HAZARD DISTRICT LAND USES TO REQUIRE THAT CERTAIN FEATURES OF AND EQUIPMENT SERVICING NEW OR SUBSTANTIALLY IMPROVED STRUCTURES IN THE FLOODPLAIN, AS FURTHER SET FORTH IN THE ORDINANCE, BE ELEVATED A MINIMUM OF 2 FEET ABOVE THE BASE FLOOD ELEVATION; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That, Section 429.1(4) of Chapter 22 of the Code of the City of Norman be amended as follows:
 - 4. Flood Hazard District Land Uses.

* * * *

(c) Specific Standards that Require Flood Plain Permits (A, AE, AH, AO Zones).

* * * *

(1) Residential Structures – including both "site-built" and "manufactured homes," shall be constructed on fill so that the lowest floor (including basement) (including basement, ductwork, mechanical and electrical equipment including furnaces, water heaters, and air conditioners, etc.) is at least two (2) feet above the base flood elevation. The fill shall be at a level no lower than one (1) foot above the base flood elevation for the particular area and shall extend at such elevation at least fifteen feet (15') beyond the limits of any structure or building erected including any attendant utility and sanitary facilities.

All manufactured homes to be placed within Zone A shall be installed using methods and practices which minimize flood damage. For the purpose of this requirement, manufactured homes must be elevated and anchored to resist flotation, collapse or lateral movement. Methods of anchoring may include, but are not limited to use of over-the-top or frame ties to ground anchors. Manufactured homes are to be placed or substantially improved on a permanent foundation such that the lowest floor (including ductwork, mechanical and electrical equipment including furnaces, water heaters, and air conditioners, etc.) of the manufactured home is elevated at least two (2) feet above the base flood elevation for the particular area in which the home is to be located. In the A-2, Rural Agricultural District, each dwelling unit or manufactured home must be located on a lot containing at least ten (10) acres, or a legal lot filed of record prior to February 25, 1997. In the Ten Mile Flat Conservation Area as described

Annotaated

2-25 Item 6.

in Section 420.2, for property within the A-2, Rural Agricultural District, as amended, each dwelling unit or manufactured home must be located on a lot containing at least twenty (20) acres, or a legal lot filed of record prior to the effective date of Ordinance O-0405-23, which is December 16, 2004.

* * * *

(3) Non-residential Construction — new construction and substantial improvement of any commercial, industrial or other non-residential structures shall be constructed on fill as above [Sec. 4(b)(1)] including any attendant utility and sanitary facilities, shall be designed so that the lowest floor (including basement) (including basement, ductwork, mechanical and electrical equipment including furnaces, water heaters, and air conditioners, etc.) is elevated at least two feet above base flood elevation and the fill shall be at a level no lower than 1 foot above the base flood elevation for the particular area and shall extend at such elevation at least (15) fifteen feet beyond the limits of any structure or building erected thereon. A registered professional engineer shall submit a certification to the Director of Public Works that the standards of this Ordinance, as proposed in Section 5(a)(1-2), are satisfied.

* * * *

§ 2. <u>SEVERABILITY</u>. If any section, subsection, sentence, clause, phrase, or portion of this Ordinance is, for any reason, held invalid or unconstitutional, 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	NOT ADOPTED this	day
of	, 2021.	of	, 2021.
(Mayor)		(Mayor)	
ATTEST:			
(City Clerk)			

File Attachments for Item:

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

NORMAN FORWARD GRIFFIN PARK AD HOC ADVISORY GROUP BRANDON HOPPER, WARD 3



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ITEM TITLE: REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE

MAYOR'S APPOINTMENT AS FOLLOWS:

NORMAN FORWARD GRIFFIN PARK AD HOC ADVISORY GROUP

BRANDON HOPPER, WARD 3

File Attachments for Item:

8. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF NOVEMBER 30, 2021, AND DIRECTING THE FILING THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

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 NOVEMBER 30, 2021,

AND DIRECTING THE FILING THEREOF.

DATE:

December 6, 2021

TO:

FROM: REVIEWED BY: PREPARED BY:

SUBJECT:

City Council

Anthony Francisco, Director of Finance 31 7 Clint Mercer, Chief Accountant Obebbie Whitaker, Municipal Accountant III

Breakdown of Interest Earnings by Fund

			MONTHLY (COMPARISON	9			ANNUAL CO	MPARISON	
FUND	MONTHLY BUDGETED INTEREST EARNINGS FYE22	MONTHLY INTEREST EARNINGS November 2021	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE November 2021	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS FYE22-YTD	INTEREST EARNINGS YTD EYE22	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$15,476	\$1,807	-88.32%	4.33%	6,115,264	2.20%	\$75,863	\$8,179	-89.22%	3.21%
NET REVENUE STABILIZATION	\$4,167	\$1,061	-74.54%	2.54%	3,997,001	1.44%	\$20,833	\$6,400	-69.28%	2.51%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$350	-91,60%	0.84%	9,086,426	3.27%	\$20,833	\$907	-95.65%	0.36%
HOUSING	N/A	\$1	100.00%	0.00%	4,046,605	1.48%	N/A	\$3	100.00%	0.00%
SPECIAL GRANTS FUND	N/A	\$459	100.00%	1,10%	13,669,343	4.92%	N/A	\$2,337	100.00%	0.92%
ROOM TAX FUND	\$208	\$132	-36.67%	0.32%	4,358,688	1.57%	\$1,042	\$615	-40.95%	0.24%
SEIZURES	\$42	\$268	544.38%	0.64%	1,149,702	0.41%	\$208	\$1,556	646.95%	0.61%
CLEET FUND	N/A	\$0	100.00%	0.00%	(3,095)	0.00%	N/A	\$0	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$100	0.00%	0.24%	540,600	0.19%	\$0	\$420	0.00%	0.16%
ART IN PUBLIC PLACES FUND	N/A	\$0	100.00%	0.00%	1,853	0.00%	N/A	\$3	100.00%	0.00%
WESTWOOD FUND	\$825	\$173	-72.28%	0.42%	1,162,083	0.42%	\$3,125	\$754	-75.87%	0.30%
WATER FUND	\$10,000	\$9,359	-6.41%	22.43%	40,199,153	14.46%	\$50,000	\$54,625	9.25%	21.43%
WASTEWATER FUND	\$4,167	\$2,399	-42.42%	5.75%	9,384,261	3.38%	\$20,833	\$15,464	-25.77%	6.07%
SEWER MAINTENANCE FUND	N/A	\$3,209	100.00%	7.69%	12,198,748	4.39%	N/A	\$18,654	100.00%	7.32%
DEVELOPMENT EXCISE	\$5,833	\$1,724	-70.45%	4.13%	6,767,344	2.43%	\$29,167	\$10,899	-62.63%	4.28%
SANITATION FUND	\$25,000	\$4,285	-82.66%	10.27%	16,041,620	5.77%	\$125,000	\$26,469	-78.83%	10.38%
RISK MANAGEMENT FUND	N/A	\$653	100.00%	1.57%	1,870,929	0.67%	N/A	\$4,707	100.00%	1.85%
CAPITAL PROJECTS FUND	\$58,333	\$6,150	-89.46%	14.74%	66,762,657	24.02%	\$166,667	\$43,917	-73.65%	17.23%
NORMAN FORWARD SALES TAX	\$1,250	\$8,161	552.88%	19.56%	64,815,101	23.32%	\$6,250	\$47,812	684.99%	18.75%
PARKLAND FUND	\$833	\$208	-74.99%	0.50%	777,831	0.28%	\$4,167	\$1,445	-65.31%	0.57%
UNP TAX INCREMENT DISTRICT	\$2,000	\$86	-95.68%	0.21%	10,735,449	3.86%	\$200,000	\$438	100.00%	0.17%
CENTER CITY TAX INCREMENT DIST	N/A	\$125	0.00%	0.30%	470,640	0.17%	N/A	\$734	100.00%	0.29%
SINKING FUND	\$2,083	\$767	-63.17%	1.84%	2,872,167	1.03%	\$10,417	\$7,070	-32.13%	2.77%
SITE IMPROVEMENT FUND	N/A	\$13	100.00%	0.03%	50,135	0.02%	N/A	\$80	100.00%	0.03%
TRUST & AGENCY FUNDS	N/A	\$3	100.00%	0.01%	9,659	0.00%	N/A	\$15	100.00%	0.01%
ARTERIAL ROAD FUND	N/A	\$238	100.00%	0.57%	897,714	0.32%	N/A	\$1,437	100.00%	0.56%
	\$134,184	\$41,733	-68.90%	100.00%	277,977,877	100.00%	\$734,404	\$254,941	-65.29%	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 \$277.88 million as of 11/30/21 are represented by working capital cash balances of all City funds of approximately \$107.39 million, outstanding encumbrances of \$55.35 million, General Obligation Bond proceeds of \$47.62 million, NUA revenue bond proceeds of \$6.08 million, NMA bond proceeds of \$49.5 million, and UNP TIF reserve amounts of \$12.04 million.

INVESTMENT BY TYPE

			November 30,	2021	EARNED		
LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP			0.05%	\$1,126.32	\$30,165,228.38	\$30,165,228.38
BANK OF OKLAHOMA	WARRANTS P	AYABLE				(\$1,429,687.58)	(\$1,429,687.58)
BANK OF OKLAHOMA	PAYROLL	DECIMOS				(\$3,399,264.44)	(\$3,399,264.44)
BANK OF OKLAHOMA BANK OF OKLAHOMA	COURT BOND					\$115,253.88 (\$248,890.39)	\$115,253.88 (\$248,890.39)
BANK OF OKLAHOMA	LOCK BOX	CAING				\$1,865,976.97	\$1,865,976.97
BANK OF OKLAHOMA	RETURN CHE	CKS				(\$3,772.91)	(\$3,772.91)
BANK OF OKLAHOMA	PARKS					\$0.00	\$0.00
BANK OF OKLAHOMA	FLEXIBLE SPE	ENDING			***	\$2,048.69	\$2,048.69 \$1,441.76
BANK OF OKLAHOMA "Subtotal	CDBG-CV			0.05%	\$0.56 \$1.126.88	\$1,441.76 \$27,068.334.36	\$27,068,334,36
					77,120.00	V-1,000,000	
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.37%	\$0.00 \$9.75	\$375,798.86	\$375,798.86
BANCFIRST-NMA Room Tax BANCFIRST-NUA Water	MONEY MKT.			0.06% 0.37%	\$9.75 80.8 8 2	\$3,875,052.76 \$5,408.854.49	\$3,875,052.76 \$5,408,854,49
BANCFIRST-NUA Vialer	MONEY MKT.			0.06%	\$0.45	\$294,295.36	\$294,295.36
BANCFIRST-NMA PSST	MONEY MKT			0.37%	\$144.02	\$8,425,022.09	\$8,425,022.09
BANCFIRST-NMA Norman Forward	MONEY MKT.			0.37%	\$311.88	\$35,269,332.94	\$35,269,332.94
BANCFIRST-NMA ERP Financing	MONEY MKT.			0.37%	\$33.46	\$1,981,702.05	\$1,961,702.05
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			0.01%	\$102.57	\$12,042,829.20	\$12,042,829.20
BANK OF OKLAHOMA ARPA BANK OF OKLAHOMA-Westwood	MONEY MKT.			0.05% 0.05%	\$457.20 \$173.28	\$11,125,757.72 \$0.00	\$11,125,757.72 \$0.00
BANK OF OKLAHOMA-Westwood	MONEY MKT.			0.05%	\$0.52	\$12,422,51	\$12,422.51
BANK OF OKLAHOMA	MONEY MKT.			0.05%	\$1.35	\$32,973.88	\$32,973.88
BANK OF OKLAHOMA	MONEY MKT.			0.05%	\$6.72	\$163,533.27	\$163,533.27
BANK OF OKLAHOMA-SW	MONEY MKT.			0.05%	\$0.00	\$6,77	\$8.77
BANK OF OKLAHOMA-Misty Lake BANK OF OKLAHOMA-2015	MONEY MKT. MONEY MKT.			0.05% 0.05%	\$24.45 \$80.07	\$595,040.75 \$1,941,685.30	\$595,040,75 \$1,941,665.30
BANK OF OKLAHOMA-2019A	MONEY MKT.			0.05%	\$291.36	\$6,962,346.28	\$6,962,346.28
BANK OF OKLAHOMA-2019B	MONEY MKT.			0.05%	\$657.49	\$15,969,136.04	\$15,969,136.04
BANK OF OKLAHOMA-2020A	MONEY MKT.			0.05%	\$357.12	\$9,100,544.46	\$9,100,544,46
BANK OF OKLAHOMA-2021	MONEY MKT.			0.05%	\$560.94	\$13,650,099.15	\$13,650,099.15
**Subtotal					\$3,310.69	\$127,206,413.88	\$127,206,413.88
**Sweep/Overnight							
BANK OF OKLAHOMA	ICS ACCT			0.03%	\$796.46	\$32,322,444.16	\$32,322,444,16
BANK OF OKLAHOMA PORTFOLIO		1		0.01%	\$244.33	\$21,535,684 99	\$21,535,684.99
**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	11/30/20	11/30/21	0.15%	\$31.25	\$250,000.00	\$250,000.00
FIRST NATIONAL BANK	CD	12/28/20	12/28/21	0.25%	\$52.08	\$250,000.00	\$250,000.00 \$1,000,000.00
**Subtotal					\$229,16	\$1,000,000.00	\$1,000,000.00
**U.S. Treasury Securities/Agency S	scurities						
US T-Note	9128285L0	04/30/19	11/15/21	2.27%	4,792.00		
FFC8	3133EH2T9	12/31/19	12/13/21	1,58%	665.21	500,000.00	\$500,355.00
FFCB	3133EMNU2	01/29/21	04/27/22	0.06%	525.22	7,500,000.00	\$7,498,425.00 \$3,024,480.00
US T-Note FHLB	912828XR6 313381BR5	05/31/19 12/31/19	05/31/22 12/09/22	2.04% 1.61%	5,055,01 10,895,38	3,000,000.00 8,100,000.00	\$8 230 572 00
FHLMC	3134GXGQ1	01/29/21	12/15/22	0.06%	911.66	8,000,000.00	\$7,997,040,00
FFCB	3133EMKU5	01/29/21	12/14/22	0.11%	455.30	5,005,000.00	\$5,000,945,95
US T-Note	9128284X5	06/29/21	08/31/23	2.75%	2,072.68	8,500,000.00	\$8,834,730.00
FHLB	3130A3VC5	12/31/19	12/08/23	1.62%	8,932.98	8,500,000.00	\$6,718,465.00
FNMA US T-Note	3135G05T6 91282CBN0	11/30/21 06/30/21	08/18/23 12/28/23	0.48% 0.13%	63.20 1,353.82	6,500,000.00 9,000,000.00	\$6,479,785.00 \$8,976,870.00
FHLB	3130A8HK2	11/30/21	06/14/24	0.70%	303.34	6,240,000.00	\$6,399,931.20
**Subtotal					36,025.80	68,845,000.00	\$69,661,599.15
TOTAL					41,733.32	277,977,877.39	\$246,472,032.38
						W (U 34	

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:

9. CONSIDERATION OF SUBMISSION AND ACKNOWLEDGING RECEIPT OF REPORTS ENTITLED "ANNUAL COMPREHENSIVE FINANCIAL REPORT FOR FISCAL YEAR ENDED JUNE 30, 2021," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF BKD, LLP, FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN TAX INCREMENT FINANCE AUTHORITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Clint Mercer

PRESENTER: Clint Mercer, Chief Accountant

CONSIDERATION OF SUBMISSION AND ACKNOWLEDGING RECEIPT

ITEM TITLE: OF REPORTS ENTITLED "ANNUAL COMPREHENSIVE FINANCIAL"

REPORT FOR FISCAL YEAR ENDED JUNE 30, 2021," AS PREPARED BY THE CITY OF NORMAN FINANCE DEPARTMENT AND AUDITED BY THE FIRM OF BKD, LLP, FOR THE CITY OF NORMAN, OKLAHOMA, NORMAN UTILITIES AUTHORITY, NORMAN MUNICIPAL AUTHORITY, NORMAN ECONOMIC DEVELOPMENT AUTHORITY AND NORMAN

TAX INCREMENT FINANCE AUTHORITY.

BACKGROUND:

Oklahoma Statutes, Title 11, Section 17-105 require that an audit of the funds, assets, books, and records of the clerk and treasurer of the City be prepared and reviewed by an independent, qualified accountant. The City of Norman has, since fiscal year 1988-89, prepared an audit in conformance with Generally Accepted Accounting Principles (GAAP) promulgated by the Governmental Accounting Standards Board (GASB). For the past twenty-four fiscal years, the City has received the Government Finance Officers Association's Award for Excellence in Financial Reporting. The <u>Annual Comprehensive Financial Report</u> (ACFR) for the fiscal year ended June 30, 2021 (FYE 2021) is included here. The ACFR includes financial statements for the City of Norman, the Norman Utilities Authority, the Norman Municipal Authority, the Norman Tax Increment Finance Authority (NTIFA) and Norman Economic Development Authority (NEDA) as required by the Trust Indentures of various Trusts of which the City of Norman is the beneficiary.

On May 8, 2018, the Council accepted the proposal of BKD, LLP, (RFP 1718-55), to provide independent auditing services for the City of Norman, the Norman Municipal Authority, Norman Utilities Authority, Norman Tax Increment Finance Authority and related entities for a period of three fiscal years with an option to extend the services for an additional two fiscal years.

DISCUSSION:

The financial statements of both the City and its Trusts have received an unmodified ("clean") opinion from BKD, LLP that they fairly represent the financial position of the City and its related Trusts as of June 30, 2021, in all material respects.

Under separate cover, the Council Audit/Finance Committee may receive a "management letter"

from the City's external auditor. The management letter may discuss findings during the audit review that are <u>not</u> considered material to the overall operations of the City, future audit and accounting standards to be considered, or other items that would impact on the fair representation of the City's financial position. The Council will also receive a separate audit of the federal and state grant awards (Statement of Expenditure of Federal Awards, or "Single Audit") upon disclosure of final guidelines for federal American Rescue Plan Act and other funds.

RECOMMENDATION:

It is recommended that the Fiscal Year 2020-2021 <u>Annual Comprehensive Financial Report</u> be accepted. All documents are available for review in the City Clerk's Office.



ANNUAL COMPREHENSIVE FINANCIAL REPORT



THE CITY OF NORMAN, OKLAHOMA
FISCAL YEAR ENDING JUNE 30, 2022



ON THE COVER: On October 13, 2015 the voters of Norman approved a one-half percent (1/2%), fifteen-year sales tax increase to fund quality of life improvement projects throughout Norman. The NORMAN FORWARD citizen initiative passed with over a 75% approval rate and is funding projects long anticipated in the City's Parks and Recreation Master Plan, Library Master Plan and Transportation Master Plan. Over \$195 million in capital projects are envisioned to be built through the NORMAN FORWARD program.

One of the major NORMAN FORWARD projects (budgeted at a combined \$22.5 million) is the construction of an indoor multi-sport and aquatics center. The facility is designed to provide a venue for basketball, swimming, volleyball, gymnastics, cheerleading and other activities to Norman residents, and for the high school swimming teams at Norman High and Norman North High Schools. After much public input and City Council discussion, it was decided to locate the indoor aquatics and multi-sport center in the University North Park development in northwest Norman. This location will enable sports competitions and tournaments to be hosted at the facility, drawing visitors from throughout the state of Oklahoma and the surrounding region. A unique asset is that visitors to Norman's indoor aquatic and sports venue will be within walking distance of over 600 hotel rooms and dozens of restaurants and commercial businesses.

The University North Park development is a Tax Increment Finance (UNP TIF) District. The siting of the facility within UNP enabled incremental tax revenues, dedicated to the enhancement of the UNP development, to be used toward the purchase of UNP land for and the construction of the indoor sports facility. Almost \$5 million of UNP TIF funding is being used toward the indoor sports facility (approximately \$2 million for land purchase and \$2.7 million for supplemental construction costs).

In June 2020, the family of National Basketball Association all-star and Norman native and resident Trae Young announced a \$4 million contribution toward the construction of the indoor multi-sport and aquatic center. The facility will be called the "Young Family Athletic Center (YFAC)" and will carry endorsements from private sector businesses associated with Trae Young.

The Norman Regional Health System, a public trust with the City of Norman as the sole beneficiary, will co-locate a major health and wellness clinic, "N-Motion", within the YFAC. This clinic, costing an estimated \$6.4 million, will enable athletes and patients to pursue state of the art exercise, rehabilitation and performance enhancement activities on the site of the YFAC.

In August, 2021, the Norman Municipal Authority completed a \$3.8 million financing to supplement construction costs for the YFAC, secured by a ten-year pledge of Norman Hotel/Motel Tax revenues. In total, the YFAC will have a combined budget of over \$41.2 million. Construction of the YFAC began in the fall of 2021, and the facility is expected to open in the summer of 2023.

The City of Norman, Oklahoma



Annual Comprehensive Financial Report Fiscal Year Ended June 30, 2021

> Prepared by: City of Norman Finance Department

THE CITY OF NORMAN, OKLAHOMA

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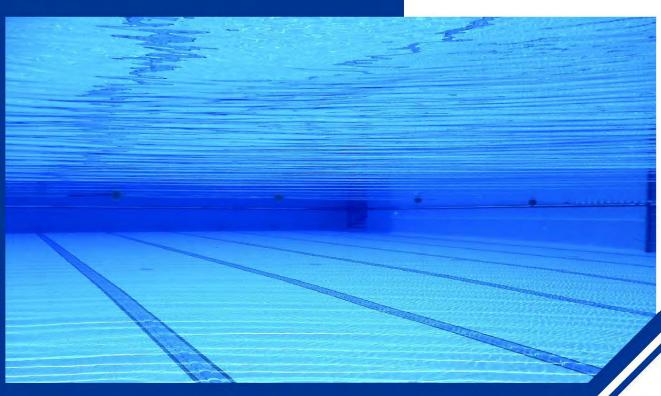
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Item 9.

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Introductory Section

CITY MANAGER'S OFFICE Phone: 405-366-5402

December 9, 2021

Citizens of the City of Norman, Oklahoma Honorable Mayor and City Council

State law requires that every general-purpose local government publish, within six months of the close of each fiscal year, a complete set of audited financial statements. Several disclosure covenants related to the City's beneficial Trusts and Authorities also require timely posting of approved financial statements. This report is published to fulfill those requirements for the fiscal year ended June 30, 2021.

Management assumes full responsibility for the completeness and reliability of the information contained in this report, based upon a comprehensive framework of internal control that it has established for this purpose. Because the cost of internal control should not exceed the anticipated benefits of providing the control, the objective is to provide reasonable, rather than absolute, assurance that the financial statements are free of any material misstatements.

BKD, LLP has issued an unmodified ("clean") opinion on the City of Norman ("City") financial statements for the year ended June 30, 2021. The independent auditors' report is located at the front of the financial section of this report.

Management's Discussion and Analysis ("MD&A") immediately follows the independent auditor's report and provides a narrative introduction, overview, and analysis of the basic financial statements. The MD&A complements this Letter of Transmittal and should be read in conjunction with it. We are pleased to report that the financial position of the City of Norman and its component units is strong.

Profile of the Government

An elected Mayor and eight-member Council govern the City of Norman. Daily operations of the City are administered by a City Manager appointed by majority vote of the City Council.

The Basic Financial Statements of the City include all governmental and business-type activities, organizations and functions, including those legally separate organizations for which the City is financially accountable as defined by the Governmental Accounting Standards Board ("GASB").

The City provides a full range of municipal government services to over 128,000 residents and numerous visitors annually. Municipal services provided include: traffic control; water production and distribution; public transportation and paratransit services; stormwater management and flood control; wastewater collection and treatment (water reclamation); solid waste collection and disposal; emergency response services; city code enforcement; crime prevention, enforcement and adjudication; construction and maintenance of streets and bridges; maintenance of park land; and public recreational facilities.

The City does not operate hospitals or schools. Special districts and governmental entities with independent authority administer the public hospital, public schools and the university within the city. The City provides School Resource Police Officers through a cost-sharing agreement with the Norman Public Schools.

The Council is required to adopt a final budget by no later than ten days before the close of the fiscal year. This annual budget serves as the foundation for the City's financial planning and control. The budget is prepared by fund, department and category (e.g., salary and benefits). Department managers may transfer resources within their department as they see fit. Transfers between departments, however, need special approval from the City Manager. City Council approval is needed for transfers between funds or between capital projects.

Local Economy; Relevant Financial Policies

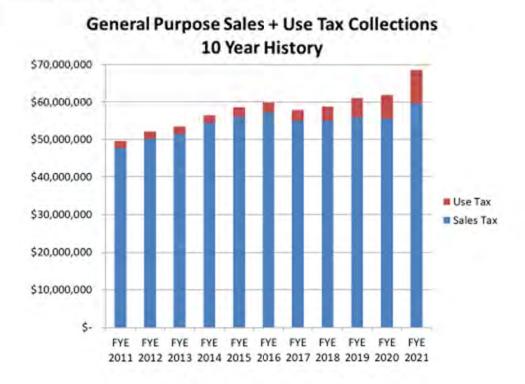
The City of Norman is located in the geographic center of Oklahoma and is within the Oklahoma City metropolitan area. Norman's high quality of life is sought by people of all ages and walks of life, and is demonstrated by population growth in recent years. The University of Oklahoma, National Severe Storms Laboratory and National Weather Service, Hitachi Computer Products, U.S. Postal Service Technical Center, Immuno Mycologics Incorporated, SYSCO Food Services, Avara Pharmaceutical Technologies, and Johnson Controls Unitary Products Group are some of the leading institutions and businesses located in Norman. Several of these businesses have recently expanded, helping to sustain the health of the local economy for years to come.

One of the best indicators of the economic condition of the City is the evaluation of trends in some key factors. Sales and use taxes and franchise fees collectively represent 60% of the City's total General Fund revenue. Sales tax receipts increase in proportion to the level of retail sales and therefore provide a good indication of the economic condition of the community. Use taxes are collected at the same rate as sales tax on sales of goods outside of the state of Oklahoma for use within Norman, such as on-line sales. Reflecting changes in consumer behavior to on-line purchasing, use tax is an increasing source of revenue, but is relatively difficult to enforce.

Overall, sales tax collections increased by 7.2% from fiscal year 2019-2020 (FYE 2020) levels. As an indicator of the local economy sales tax recovered strongly from the decline induced by the Coronavirus pandemic of 2020, with increasing rates of growth through the fourth quarter of the FYE 2021. Collections from the City's franchise fees (charges to private electric, natural gas and

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cable companies to operate within the City's rights-of-way), which are heavily dependent on weather patterns, decreased 2.6% from FYE 2020 levels.



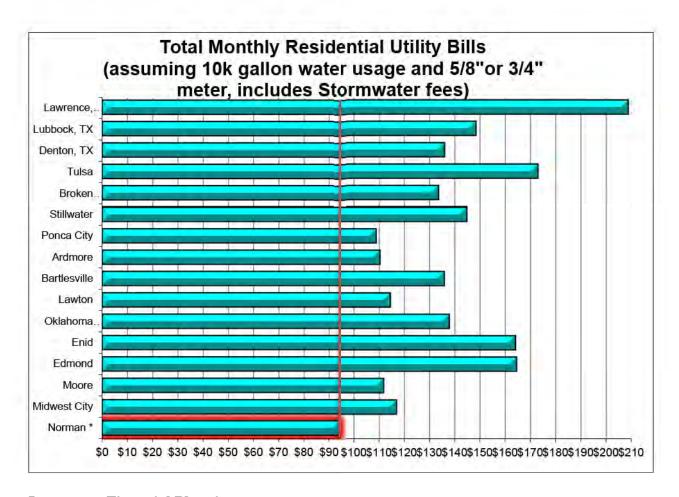
Since sales and use taxes and building permit revenues are a primary source of the City's general governmental revenue, are by nature volatile, and because Norman is subject to extreme weather conditions which can necessitate significant unexpected expenditures during the course of the budget year, the City must budget conservatively and maintain sufficient fund balances to absorb any shortfalls that may occur. As a result, prudent reserve policies have been codified in a Net Revenue Stabilization ("Rainy Day") Fund Ordinance. The Ordinance requires a budgetary (cash basis) fund balance of at least three percent (3%) of budgeted expenditures in the General Fund; a General Fund "Emergency Reserve" appropriation of 1%; and a minimum of 4% of General Fund expenditures to be maintained in a separate "Rainy Day" Fund (a minimum total of 8 percent of General Fund expenditures are mandated to be held in reserve fund balances or appropriations). The Ordinance sets a Targeted Rainy Day Fund balance of 5% of General Fund expenditures (the total Targeted Reserve Fund Balance is 9% of General Fund expenditures).

Fund balance in the Net Revenue Stabilization Fund can only be appropriated for expenditure in case of federally-declared disasters or extraordinary capital expense requirements in the General Fund, or if the General Fund balance falls below one percent. The Ordinance requires that the Net Revenue Stabilization Fund balance be built or rebuilt to its minimum level within three years of any expenditure of Rainy Day Fund balances. The City of Norman's Rainy Day Fund is being maintained at its Targeted level as of June 30, 2021.

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The City also targets a fund balance level in other operating funds of at least eight percent (8%) of budgeted expenditures to protect citizen/customer service delivery from unexpected revenue shortfalls or cost overruns. The City also seeks to set utility rates within utility enterprise funds at a level to meet average net income and reserve requirements over a five-year period without the need for interim adjustments. The City's unique Charter requirement that utility rate increases must be approved by a majority vote of the people of Norman makes this policy more difficult to achieve. The voters of Norman have not approved a water rate increase since 2015; wastewater, since 2013; and sanitation, since 2011. Norman is also one of the few cities of its size that does not have a stormwater utility fee to pay for the costs of federally-mandated pollutant discharge programs. Norman's all-in utility rates are among the lowest in the region:



Long-term Financial Planning

The City provides very competitive employee benefit packages, particularly for health insurance and retirement (information on employee benefits is given in the Notes to Financial Statements Section). Much of the City's long-term financial planning efforts in the general governmental service areas relate to controlling the rate of growth in these employee costs. The City continues to provide adequate service levels, but the ability to maintain these service levels without new revenue sources to support increased staffing will become doubtful. The Council continues to consider alternative revenue sources.

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The financial status of the City's utility enterprise funds is driven by major capital expenditures. The Council, acting as Trustees of the Norman Utilities Authority, has approved major expansion and improvements to the Norman Water Treatment Plant and expansion of the City's groundwater supplies. These major water facility improvements are the first major phase of the program laid out in the NUA's <u>2060 Strategic Water Supply Plan</u>, which was approved in 2014. A second phase is proposed for FYE 2023, to provide for groundwater treatment and advanced meter infrastructure, pending voter approval of adequate water rates.

Major Initiatives

The citizens of Norman approved an earmarked, temporary (15-year term) sales tax of one-half percent (1/2%) to fund major quality of life improvements in October, 2015: the NORMAN FORWARD initiative. The City's Norman Municipal Authority issued Tax Revenue Notes to finance the major facilities included in the Norman Forward program, and major facilities have been completed or are under construction, including the new Westwood Family Aquatic Center; the new Norman Public Library, East Branch; the expanded Westwood Tennis Center; the Griffin Park Soccer Complex; the new Norman Public Library, Central Branch; the new Ruby Grant Regional Park, and community and neighborhood park improvement city-wide. Ongoing projects include the reconstructed Reaves Park Youth Softball/Baseball Complex; the construction and extension of James Garner Boulevard in central Norman; and a new Senior Wellness Center.

NORMAN FORWARD is also funding the new Trae Young Family Athletic Center, which will house 8 basketball courts, convertible to 12 volleyball courts or for other purposes; an indoor competition-sized swimming pool and separate "warm-up" pool; a state of the art physical therapy and training center in the Norman Regional Health System's "N-Motion" Clinic; and outdoor training facilities. The YFAC is illustrated in information and graphics on the cover and divider pages throughout this document.

The City of Norman is scheduled to receive over \$22,000,000 in American Rescue Plan Act entitlement funds, of which approximately \$11,000,000 was received in FYE 2021. The City Council has appropriated \$9,500,000 of these funds to complete funding necessary to construct the City's new Emergency Operations and Communications Center (EOCC). The EOCC will house the City's emergency dispatch functions, traffic control center, emergency operations center, and other functions. With funding in place, construction of the facility will begin in FYE 2022.

The voters of Norman also approved a major general obligation bond package for road and drainage improvements throughout Norman in 2019. Major projects funded by the 2019 G.O. Bond program are ongoing, including widening and streetscape improvements along Porter Avenue and Jenkins Avenue.

Awards and Acknowledgements

The Government Finance Officers Association ("GFOA") awarded a *Certificate of Achievement* for Excellence in Financial Reporting to the City for its <u>Annual Comprehensive Financial Report</u> ("ACFR") for the fiscal year ended June 30, 2020. In order to be awarded a Certificate of Achievement, a government must publish an easily readable and efficiently organized ACFR. This

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report must satisfy both accounting principles generally accepted in the United States of America and applicable legal requirements. A Certificate of Achievement is valid for a period of one year only. We believe our current report continues to conform to the Certificate of Achievement program requirements, and we will submit it to the GFOA to determine its eligibility for certification.

Preparation of an ACFR is a complex task and one that requires considerable expertise and experience. More important, the ongoing maintenance and reporting of the City's financial condition at the level to which Norman has been accustomed requires professionalism and dedication far beyond what could be expected from a paycheck. The City is fortunate to have a very talented accounting staff willing to undertake these magnanimous efforts year after year. It is our pleasure to express sincere thanks to the accounting staff of the City. Chief Accountant Clint Mercer, CPA, CPFO, and Municipal Accountant Debbie Whitaker deserve particular recognition for their efforts in preparing representative financial statements. We would also like to thank BKD, LLP, independent auditors of the City, for their guidance and technical assistance.

Finally, we would like to express our gratitude and appreciation to the members of the Norman City Council and the Council's Finance and Audit Committee for your policy guidance which is contained in this document. As the governing body, your commitment to ensure accurate and reliable financial accounting and reporting systems, and to provide adequate staffing levels to ensure them, establishes an environment influencing all other decisions that are made. We are proud to convey the City Council's commitment to excellence to our citizens and all readers of the FYE 2021 ACFR.

Respectfully submitted,

Darrel Pyle City Manager Anthony Francisco, CPFO, CTP, CPFA, ACPFIM Director of Finance/City Controller



Government Finance Officers Association

Certificate of Achievement for Excellence in Financial Reporting

Presented to

City of Norman Oklahoma

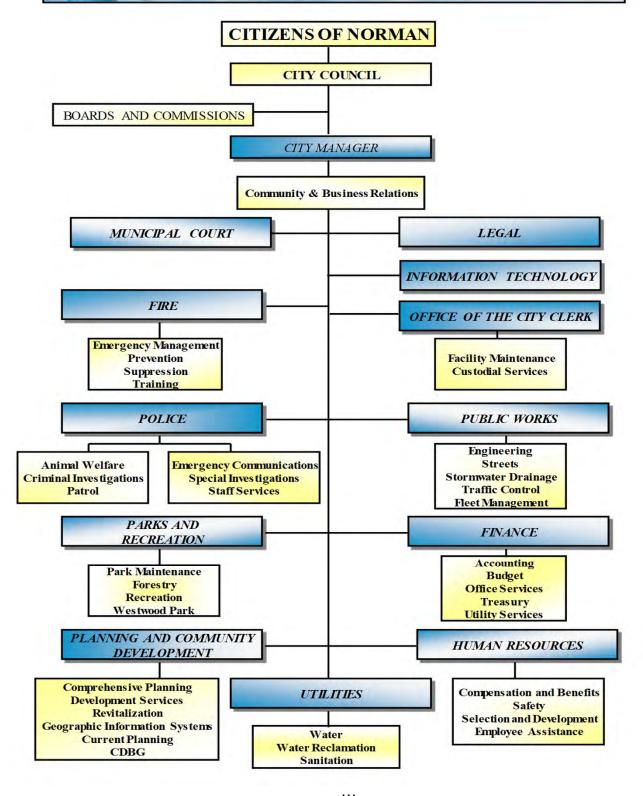
For its Comprehensive Annual Financial Report For the Fiscal Year Ended

June 30, 2020

Christopher P. Morrill

Executive Director/CEO

City Of Norman Organization Chart



CITY OFFICIALS

MAYOR Breea Clark

Ward 1	Brandi Studley	Ward 5	Michael Nash
Ward 2	Joe Carter	Ward 6	Elizabeth Foreman
Ward 3	Alison Petrone	Ward 7	Stephen Holman
Ward 4	Lee Hall	Ward 8	Matthew Peacock

City Manager Darrel Pyle

ACCOUNTING & RESEARCH STAFF

Anthony Francisco, CPFO, CTP, CPFA Finance Director

Clint Mercer, CPA, CPFO
Chief Accountant

Debbie Whitaker
Municipal Accountant III

Mindy Aynes Municipal Accountant II

Ashley Evans Administrative Technician IV Lisa Woods Municipal Accountant I

Kim CoffmanBudget Manager

This document was prepared by the City of Norman Finance Department
For additional information please contact:
City of Norman Finance Department
P.O. Box 370
Norman, OK 73070
(405) 366-5413







Financial Section



Independent Auditor's Report

Honorable Mayor and City Council City of Norman, Oklahoma Norman, Oklahoma

We have audited the accompanying financial statements of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City of Norman, Oklahoma (the City), as of and for the year ended June 30, 2021, and the related notes to the financial statements, which collectively comprise the City's basic financial statements, as listed in the table of contents.

Management's Responsibility for the Financial Statements

Management is responsible for the preparation and fair presentation of these financial statements in accordance with accounting principles generally accepted in the United States of America; this includes the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.

Auditor's Responsibility

Our responsibility is to express opinions on these financial statements based on our audit. We conducted our audit in accordance with auditing standards generally accepted in the United States of America. Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free from material misstatement.

An audit involves performing procedures to obtain audit evidence about the amounts and disclosures in the financial statements. The procedures selected depend on the auditor's judgment, including the assessment of the risks of material misstatement of the financial statements, whether due to fraud or error. In making those risk assessments, the auditor considers internal control relevant to the entity's preparation and fair presentation of the financial statements in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. Accordingly, we express no such opinion. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements.

We believe that the audit evidence we have obtained is sufficient and appropriate to provide a basis for our audit opinions.

Item 9.

Honorable Mayor and City Council City of Norman, Oklahoma Page 2

Opinions

In our opinion, the financial statements referred to above present fairly, in all material respects, the respective financial position of the governmental activities, the business-type activities, each major fund, and the aggregate remaining fund information of the City, as of June 30, 2021, and the respective changes in financial position and, where applicable, cash flows thereof for the year then ended in accordance with accounting principles generally accepted in the United States of America.

Other Matters

Required Supplementary Information

Accounting principles generally accepted in the United States of America require that management's discussion and analysis, budgetary comparison, and pension and other postemployment benefit information, as listed in the table of contents, be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. We have applied certain limited procedures to the required supplementary information in accordance with auditing standards generally accepted in the United States of America, which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We do not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

Other Information

Our audit was conducted for the purpose of forming opinions on the financial statements that collectively comprise the City's basic financial statements. The other supplementary information, consisting of combining statements and budgetary comparison schedules and the introductory and statistical sections, as listed in the table of contents, is presented for purposes of additional analysis and is not a required part of the basic financial statements.

The combining statements and budgetary comparison schedules are the responsibility of management and were derived from and relate directly to the underlying accounting and other records used to prepare the basic financial statements. Such information has been subjected to the auditing procedures applied in the audit of the basic financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the basic financial statements or to the basic financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America. In our opinion, the combining statements and budgetary comparison schedules are fairly stated, in all material respects, in relation to the basic financial statements as a whole.

Honorable Mayor and City Council City of Norman, Oklahoma Page 3

The introductory and statistical sections have not been subjected to the auditing procedures applied in the audit of the basic financial statements and, accordingly, we do not express an opinion or provide any assurance on them.

Oklahoma City, Oklahoma December 9, 2021

BKD, LLP

Management's Discussion and Analysis

As management of the City of Norman (the "City"), we offer readers of the City's financial statements this narrative overview and analysis of the financial activities of the City for the fiscal year ended June 30, 2021. We encourage readers to consider the information presented here in conjunction with additional information that we have furnished in our letter of transmittal, which can be found on pages i-x of this report.

Financial Highlights

- The assets and deferred outflow of resources of the City exceeded its liabilities and deferred inflows at the close of the most recent fiscal year by \$750,869,345 (net position).
- The City's total net position increased by \$33,338,544.
- As of the close of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$202,699,341, an increase of \$39,415,299 in comparison with the prior year. Approximately 94% or \$190,926,0997 was nonspendable, restricted, committed or assigned for specific purposes. Approximately 6% or \$11,773,244 was unassigned at fiscal year end.
- At the end of the current fiscal year, unassigned fund balance for the general fund was \$11,773,244 or 14% of total general fund expenditures.
- The City's total debt increased by \$27,257,342 (11.4 percent) during the current fiscal year. Key factors of this change were issuance of City of Norman General Obligation Bonds, Series 2020A and Series 2021 in the amounts of \$11,250,000 and 13,500,000, respectively. Issuance of the Norman Municipal Authority Revenue Note, Taxable Series 2020 in the amount of \$22,250,000. The City also drew \$2,995,607 on the Oklahoma Water Resources Board, Series 2017 loan. Also, the City made its normally scheduled payments.

Overview of the Financial Statements

This discussion and analysis is intended to serve as an introduction to the City's basic financial statements. The City's basic financial statements comprise three components: 1) government-wide financial statements, 2) fund financial statements, and 3) notes to the financial statements. This report also contains other supplementary information in addition to the basic financial statements themselves. A brief description of the basic financial statements follows.

Government-wide financial statements - The government-wide financial statements are designed to provide readers with a broad overview of the City's finances, in a manner similar to a private-sector business.

The statement of net position presents information on all the City's assets, deferred outflow of resources, liabilities and deferred inflow of resources with the difference between the assets plus deferred outflows of resources less liabilities and deferred inflows of resources reported as net position. Over time, increases or decreases in net position may serve as a useful indicator of whether the financial position of the City is improving or deteriorating.

The statement of activities presents information showing how the government's net position changed during the most recent fiscal year. All changes in net position are reported as soon as the underlying event giving rise to the change occurs, regardless of the timing of related cash flows. Thus, revenues and expenses are reported in this statement for some items that will only result in cash flows in future fiscal periods (e.g., uncollected taxes and earned but unused vacation leave).

Both of the government-wide financial statements distinguish functions of the City that are principally supported by taxes and intergovernmental revenues (governmental activities) from other functions that are intended to recover all or a significant portion of their costs through user fees and charges (business-type activities). The governmental activities of the City include general government, planning, city controller, parks and recreation, public works, public service and public safety. The business-type activities of the City include the Norman Municipal Authority (the "NMA"), the Norman Utilities Authority (the "NUA") and the Norman Economic Development Authority (the "NEDA"). The NMA operates Westwood Park and the City's sanitation services. Westwood Park includes golf, tennis and swimming facilities. The NUA operates the City's water and wastewater services. The NEDA includes financing and operating economic development activities for the City.

The government-wide financial statements can be found on pages 17-18 of this report.

Fund financial statements - A fund is a group of related accounts that is used to maintain control over resources that have been segregated for specific activities or objectives. The City, like other state and local governments, uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements. All of the funds of the City can be divided into three categories: governmental funds, proprietary funds and fiduciary funds. A brief description of these funds follows.

Governmental funds - Governmental funds are used to account for essentially the same functions reported as governmental activities in the government-wide financial statements. However, unlike the government-wide financial statements focus on near-term inflows and outflows of spendable resources, as well as balances of spendable resources available at the end of the fiscal year. Such information may be useful in evaluating a government's near-term financing requirements.

Because the focus of governmental funds is narrower than that of the government-wide financial statements, it is useful to compare the information presented for governmental funds with similar information presented for governmental activities in the government-wide financial statements. By doing so, readers may better understand the long-term impact of the government's near-term financing decisions. Both the governmental fund balance sheet and the governmental fund statement of revenues, expenditures and changes in fund balances provide a reconciliation to facilitate this comparison between governmental funds and governmental activities.

The City maintains thirteen individual governmental funds. Information is presented separately in the governmental fund balance sheet and in the governmental fund statement of revenues, expenditures and changes in fund balances for the general fund, public safety sales tax fund, special grants fund, capital projects fund and NORMAN FORWARD fund, all of which are considered to be major funds. Data from the other eight governmental funds are combined into a single, aggregated presentation. Individual fund data for each of these nonmajor governmental funds is provided in the form of combining statements elsewhere in this report.

The City adopts an annual appropriated budget for its General Fund. A budgetary comparison statement has been provided for the general fund to demonstrate compliance with the budget.

The basic governmental fund financial statements can be found on pages 19-21 of this report.

Proprietary funds – The City maintains two different types of major proprietary funds. Enterprise funds report the same functions presented as business-type activities in the government-wide financial statements. The City uses enterprise funds to account for NMA and NUA activities, which are both presented as major proprietary funds. The components of these funds are presented in additional detail in the form of combining statements elsewhere in this report. The City uses one other type of proprietary fund, an internal

service fund to account for its retained risks. These services predominantly benefit governmental rather than business-type functions and have been included within *governmental activities* in the government-wide financial statements.

Proprietary funds provide the same type of information as the government-wide financial statements, only in more detail.

The basic proprietary fund financial statements can be found on pages 22-24 of this report.

Fiduciary funds – Fiduciary funds are used to account for resources held for the benefit of parties outside the government. Fiduciary funds are not reflected in the government-wide financial statements because the resources of those funds are not available to support the City's own programs. The accounting used for fiduciary funds is much like that used for proprietary funds.

The basic fiduciary fund financial statements can be found on pages 25-26 of this report.

Notes to the financial statements – The notes provide additional information that is essential to a full understanding of the data provided in the government-wide and fund financial statements. The notes to the financial statements can be found on pages 27-74 of this report.

Other information – In addition to the basic financial statements and accompanying notes, this report also presents certain required supplementary information concerning the City's progress in funding its obligation to provide pension and other post-employment benefits to its employees and budgetary comparison schedules for the general fund and public safety sales tax fund. Required supplementary information can be found on pages 75-88 of this report. Also, this report presents certain other supplementary information such as combining financial information for non-major governmental funds, budgetary comparison schedules for non-major governmental funds and combining financial statements for enterprise funds and fiduciary funds. Other supplementary information can be found on pages 89-111 of this report.

Government-wide Financial Analysis

As noted earlier, net position may serve over time as a useful indicator of a government's financial position. In the case of the City, assets and deferred outflows exceeded liabilities and deferred inflows by \$750,869,345 at the close of the most recent fiscal year.

Net Position As of June 30

	 Governmen	tal a	ctivities	Business-ty	pe a	ctivities	Total			
	2021		2020	 2021		2020		2021		2020
Current and other assets	\$ 233,837,198	\$	179,093,564	\$ 83,330,749	\$	83,606,492	\$	317,167,947	\$	262,700,056
Capital assets, net	490,738,997		473,904,142	303,257,263		293,905,574		793,996,260		767,809,716
Noncurrent assets	-		241,484	7,185,087		6,745,712		7,185,087		6,987,196
Total assets	724,576,195		653,239,190	393,773,099		384,257,778		1,118,349,294		1,037,496,968
Deferred outflows	 20,920,486		15,251,348	 510,492		603,901		21,430,978		15,855,249
Total assets & deferred				•						
outflows	745,496,681		668,490,538	394,283,591		384,861,679		1,139,780,272		1,053,352,217
Long-term liabilities	 243,029,838		198,293,813	73,386,902	•	78,291,136		316,416,740		276,584,949
Other liabilities	50,572,068		32,238,228	13,746,329		14,779,121		64,318,397		47,017,349
Total liabilities	293,601,906		230,532,041	 87,133,231		93,070,257		380,735,137		323,602,298
Deferred inflows	8,175,790		12,219,118	-				8,175,790		12,219,118
Total liabilities &										
deferred inflows	301,777,696		242,751,159	87,133,231		93,070,257		388,910,927		335,821,416
Net position:										
Net investment in capital										
assets	357,563,482		404,269,078	228,867,966		220,190,180		586,431,448		624,459,258
Restricted	126,260,638		55,892,634	14,690,548		7,349,204		140,951,186		63,241,838
Unrestricted	(40,105,135)		(34,422,332)	63,591,846		64,252,037		23,486,711		29,829,705
Total net position	\$ 443,718,985	\$	425,739,380	\$ 307,150,360	\$	291,791,421	\$	750,869,345	\$	717,530,801

By far the largest portion of the City's net position (78 percent) reflect its investment in capital assets (e.g., land, buildings, machinery and equipment and infrastructure), less any related debt used to acquire those assets to provide services to citizens; consequently, these assets are not available for future spending. Although the City's investment in its capital assets is reported net of related debt, it should be noted that the resources needed to repay this debt must be provided from other sources, since the capital assets themselves cannot be used to liquidate these liabilities.

An additional portion of the City's net position (19 percent) represents resources that are subject to external restrictions on how they may be used. The remaining balance of net position is unrestricted.

There was an increase of \$15.4 million in the net position reported in connection with the City's business-type activities. This increase was due to several factors. See below for more information.

The governmental net position increased by \$18 million during the current fiscal year. This increase was due to several factors. See below for more information.

Change in Net Position For the Year Ended June 30

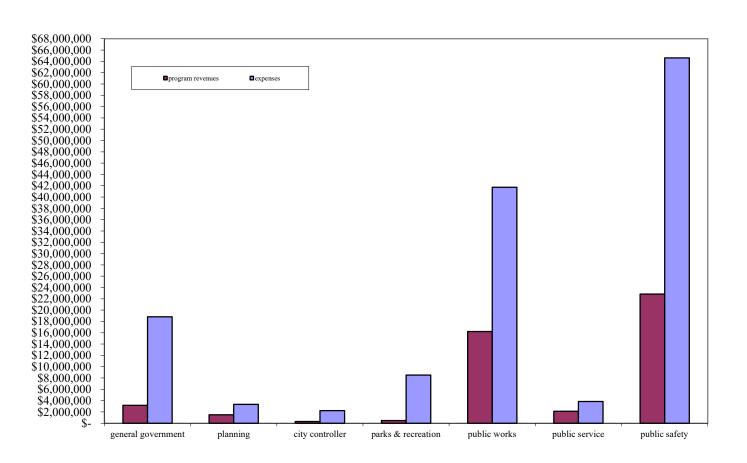
		Governmer	ntal a	ctivities		Business-ty	pe a	ctivities		То	Total	
		2021		2020		2021		2020		2021		2020
Program Revenues:												
Charges for services	\$	9,447,778	\$	8,924,887	\$	59,274,876	\$	55,077,914	\$	68,722,654	\$	64,002,801
Operating grants &												
contributions		24,521,662		10,767,930		-		-		24,521,662		10,767,930
Capital grants &												
contributions		12,643,765		6,333,788		10,796,491		2,786,305		23,440,256		9,120,093
General revenues:										-		-
Sales and excise taxes		84,638,068		75,811,863		2,307,102		1,283,126		86,945,170		77,094,989
Franchise taxes		6,358,546		6,531,339		-		-		6,358,546		6,531,339
Property taxes		8,957,836		12,062,899		-		-		8,957,836		12,062,899
Use taxes		12,719,530		9,017,696		-		-		12,719,530		9,017,696
Other taxes		2,593,205		2,510,256		-		-		2,593,205		2,510,256
Investment earnings		469,832		2,489,875		47,842		1,974,631		517,674		4,464,506
Miscellaneous		1,816,052		2,450,934		32,621		52,054		1,848,673		2,502,988
Total revenues		164,166,274		136,901,467		72,458,932		61,174,030		236,625,206		198,075,497
Expenses:												
General government		18,819,315		17,378,592		-		-		18,819,315		17,378,592
Planning		3,345,940		3,228,429		-		-		3,345,940		3,228,429
City controller		2,227,636		2,207,900		-		-		2,227,636		2,207,900
Parks and recreation		8,513,678		8,539,967		-		-		8,513,678		8,539,967
Public works		41,734,848		39,467,992		-		-		41,734,848		39,467,992
Public service		3,831,725		1,995,214		-		-		3,831,725		1,995,214
Public safety		64,595,623		53,536,220		-		-		64,595,623		53,536,220
Interest on long-term debt		5,060,958		4,248,252		-		-		5,060,958		4,248,252
Westwood park		-		-		2,031,852		2,124,443		2,031,852		2,124,443
Water		-		-		18,178,326		18,435,089		18,178,326		18,435,089
Wastewater		-		-		20,239,517		18,627,217		20,239,517		18,627,217
Sanitation		-		-		14,707,244		13,479,559		14,707,244		13,479,559
Total expenses		148,129,723		130,602,566		55,156,939		52,666,308		203,286,662		183,268,874
Ol												
Change in net position before		16.026.551		6.000.001		17 201 002		0.507.700		22 220 544		14.006.622
transfers		16,036,551		6,298,901		17,301,993		8,507,722		33,338,544		14,806,623
Transfers		1,943,054		1,049,311		(1,943,054)		(1,049,311)		22 220 544		14.006.602
Change in net position		17,979,605		7,348,212		15,358,939		7,458,411		33,338,544		14,806,623
Net position, beginning	_	425,739,380	Φ.	418,391,168	Φ.	291,791,421	•	284,333,010	en.	717,530,801	e.	702,724,178
Net position, ending	\$	443,718,985	\$	425,739,380	\$	307,150,360	\$	291,791,421	\$	750,869,345	\$	717,530,801

Governmental activities —Governmental activities increased the City's net position by \$18 million. In the prior year, governmental activities increased the City's net position by \$7.3 million. Key elements of this change are as follows:

• Sales tax revenue within the governmental activities (the City's primary fund source) increased by \$8,826,205 or 11.6% over the prior fiscal year. The City and State's economy experienced a significant increase in the last months of the fiscal year when City and State entities eliminated restrictions related to the pandemic.

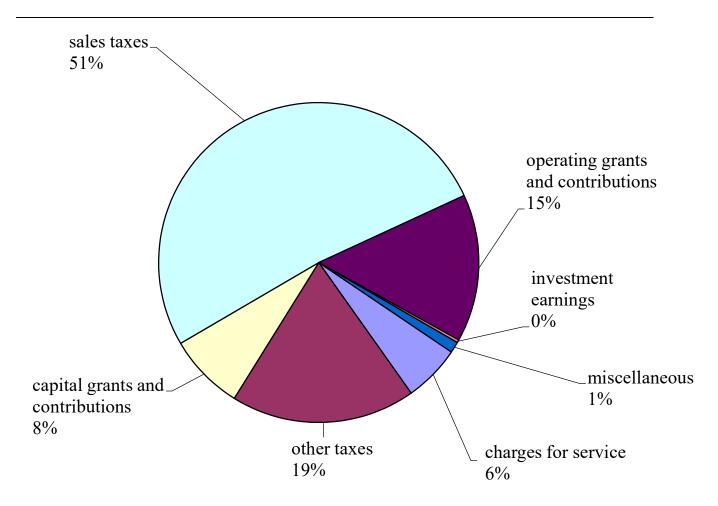
- Use tax revenue has increased \$3,701,834 or 41% over the prior fiscal year. This increase is related to post-pandemic increases in demand for products.
- Property tax revenue has decreased \$3,105,063 or 25.7% from the prior fiscal year. Property taxes are collected to fund payment of general obligation bonds and judgements awarded against the City. These amounts decreased in the current fiscal year.
- Operating grants and contributions increased \$13,753,732 or 128% from the prior fiscal year. Most of this increase was due to Coronavirus Aid, Relief and Economic Security (CARES) Act funding (\$8,882,797) and Federal Emergency Management Agency (FEMA) reimbursement for the October 2020 ice storm that occurred within the City (\$3,842,835).
- Capital grants and contributions increased \$6,309,977 or 99% from the prior fiscal year. Most of this figure is donated infrastructure (i.e., roads) from both developers and joint projects with the State of Oklahoma.
- Public works expenses increased \$2,266,856 or 5.7% from the prior year. Most of this increase was due to street maintenance projects.
- Public safety expenses increased \$11,059,403 or 20.6% from the prior year. Most of this increase was due to increases in pension expense related to the Police and Fire pension systems.

Expenses and Program Revenues – Governmental Activities



Although governmental expenses exceed program revenue, most governmental activities are financed through general revenues such as taxes.

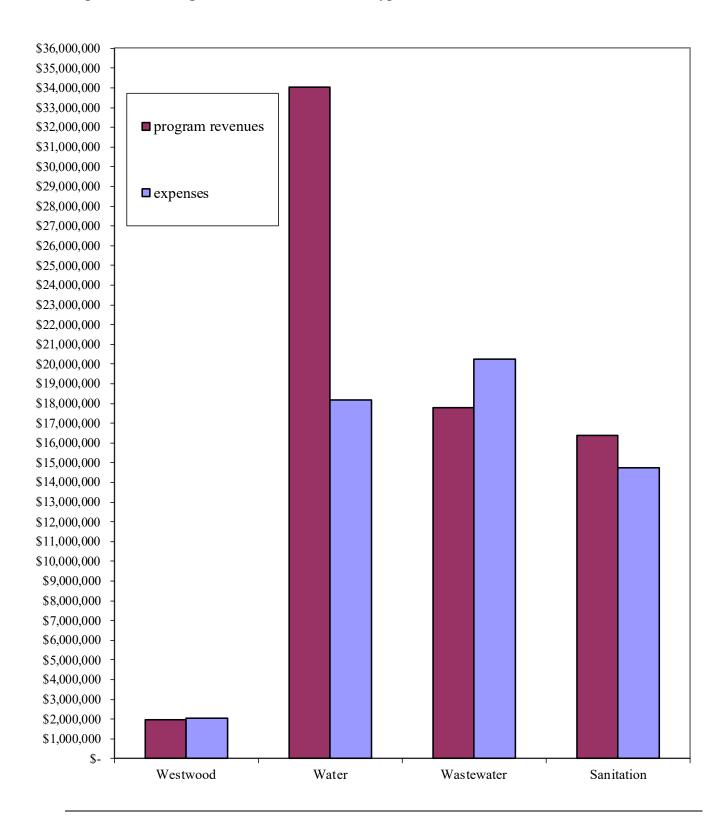
Revenues by Source - Governmental Activities



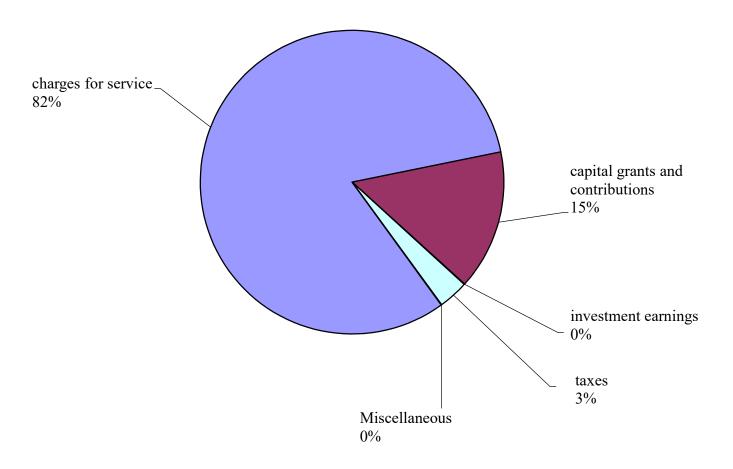
Business-type activities – Business-type activities increased the City's net position by \$15.4 million. In the prior year, business-type activities increased the City's net position by \$7.5 million. Key elements of this change are as follows:

- Charges for services increased \$4,196,962 or 7.6% from the prior fiscal year. Most of this increase was due to increased water sales.
- Capital grants and contributions revenue increased \$8,010,186 or 287% from the prior fiscal year. This figure is made up of donated infrastructure (i.e., water and sewer pipe) from developers as they develop housing additions across the City. Most of the increase was in water pipe.
- Wastewater expenses increased \$1,612,300 or 8.7% from the prior fiscal year. Most of this increase was due to several sewer maintenance projects in the current fiscal year.
- Sanitation expenses increased \$1,227,685 or 9.1% from the prior fiscal year.

Expenses and Program Revenues - Business-type Activities



Revenues by Source – Business-type Activities



Financial Analysis of the Government's Funds

As noted earlier, the City uses fund accounting to ensure and demonstrate compliance with finance-related legal requirements.

Governmental funds – The focus of the City's governmental funds is to provide information on near-term inflows, outflows and balances of spendable resources. Such information is useful in assessing the City's financing requirements. In particular, unassigned fund balance may serve as a useful measure of a government's net resources available for spending at the end of a fiscal year.

As of end of the current fiscal year, the City's governmental funds reported combined ending fund balances of \$202,699,341 an increase of \$39,415,299 from the prior year. Approximately 6 percent of this total amount (\$11,773,244) constitutes unassigned fund balance, which is available for spending at the government's discretion. The remainder of fund balance is either nonspendable, restricted, committed or assigned to indicate that it is not available for new spending.

The General Fund is the chief operating fund of the City. At the end of the current fiscal year, unassigned fund balance of the General Fund was \$11,773,244 while total fund balance reached \$18,713,132. As a measure of the General Fund's liquidity, it may be useful to compare both unassigned fund balance and total fund balance to total fund expenditures. Unassigned fund balance represents 14 percent of total General Fund expenditures, while total fund balance represents 22 percent of that same amount.

The fund balance of the City's General Fund increased by \$1,123,814 during the current fiscal year compared to a decrease of \$2,002,417 in the previous year. Key factors in the current year change are as follows:

- Sales tax revenues within the General Fund increased \$5,968,420 or 14.5% from the prior fiscal year.
- Use tax revenues within the General Fund increased \$2,548,281 or 38% from the prior fiscal year.
- Intergovernmental revenues within the General Fund increased \$11,995,903 or 369.6% from the prior fiscal year. Most of this increase was due to CARES Act funds (\$8,882,797) and FEMA reimbursement for the October 2020 ice storm (\$3,842,835). Most of these revenues were offset by expenditures or transfers in the current fiscal year.

The Public Safety Sales Tax Fund has a total fund balance of \$10,709,750 all of which is restricted for public safety activities. The net decrease in fund balance during the current year was \$204,973. A portion of this decrease was due to spending of note proceeds for the Emergency Communications System Project (\$1,853,311) received in prior years.

The Special Grants Fund has a total fund balance of \$2,155,689 all of which is restricted for by grant agreements. The net decrease in the fund balance during the current year was \$68,977 due to expenditure of grant related uses.

The Capital Projects Fund has a total fund balance of \$89,797,503. The net increase in fund balance during the current year was \$10,960,742. This net increase was due to the sale of two new general obligations bonds totaling \$25,219,275 and the spending down of general obligation bond monies received in previous years.

The NORMAN FORWARD Fund has a total fund balance of \$67,991,784. The net increase in fund balance during the current year was \$27,486,849. This net increase was due to the sale of a new revenue note in the amount of \$22,250,000 and the spending down of previous note monies received in the previous year.

Proprietary funds – The City's proprietary funds provide the same type of information found in the government-wide financial statements, but in more detail.

Unrestricted net position of the NMA and NUA funds were \$16,426,267 and \$47,165,579 respectively. The total growth in net position for these funds was \$1,649,717 and \$13,709,222, respectively. Other factors concerning the finances of these two funds have already been addressed in the discussion of the City's business-type activities.

General Fund Budgetary Highlights

During the year there was a \$7,893,115 increase in appropriations between the original and final amended budget. Following are the main components of the increase:

- \$4,987,848 in increases to the street maintenance budget. Transfers totaling \$5,146,825 were made to cover debris removal associated with the October 2020 ice storm.
- \$2,851,717 in increases to the community relations budget. Transfers totaling \$2,907,124 were made to fund CARES Act payments.

The City has an adopted reserve policy established by ordinance. The ordinance establishes that the General Fund will have an unappropriated reserve of at least three percent (3%) of annually budgeted expenditures, in addition to an appropriated emergency reserve of one percent (1%) of annually budgeted expenditures. In addition, the ordinance establishes the Net Revenue Stabilization Fund (i.e., "Rainy Day Fund") which has a targeted balance of not less than four percent (4%) but not more than seven percent (7%) of annually budgeted General Fund expenditures. As of June 30, 2021 the Rainy Day Fund had a balance of \$4,027,066 which represents 4.6% of General Fund expenditures.

The net difference between the General Fund amended budget and actual amounts received/expended can be briefly summarized as follows:

- General Fund revenues were above expectations by \$13,354,573.
 - o Sales taxes were above expectations by \$1,111,921. See explanation above.
 - Use taxes were above expectations by \$2,455,061. See explanation above.
 - o Franchise fees were below expectations by \$950,591, mainly within the electric, telephone and basic cable franchises.
 - o Charges for services were below expectations by \$830,942, the most significant being within the recreation fees category.
 - Other revenue was above expectations by \$12,174,835, mainly within the miscellaneous category due to the CARES Act funding.
- General Fund expenditures and encumbrances were below expectations by \$4,134,762.
 - o City Managers expenditures were \$417,107 below expectation due to lack of expense of all the CARES Act funds allocated to the General Fund.
 - o Information Technology expenditures were \$203,519 below expectation due to savings within the contract data processing category.
 - o Traffic Control expenditures were \$492,036 below expectation due to savings from electricity costs associated with street lights.
 - o Fire Suppression expenditures were \$289,630 below expectation due to savings within salary and benefits.
- Net General Fund transfers were \$482,501 less than expected.

The City closed the year with a fund balance that was higher than what was budgeted by \$17,971,836.

Capital Asset and Debt Administration

Capital assets – The City's gross investment in capital assets for its governmental and business-type activities as of June 30, 2021, amounted to \$793,996,260 (net of accumulated depreciation). This investment in capital assets includes land, buildings, improvements, machinery and equipment, roads, highways and bridges. The total increase in the City's investment in capital assets for the current fiscal year was 3.4% (3.6% increase for governmental activities and a 3.1% increase for business-type activities).

As of June 30

	Governmental activities			ctivities	Business-ty	pe a	ctivities	Total			
		2021		2020	2021		2020		2021		2020
Land	\$	69,550,542	\$	68,360,714	\$ 10,489,037	\$	10,417,288	\$	80,039,579	\$	78,778,002
Buildings and											
improvements		118,446,193		117,297,148	232,531,858		208,177,070		350,978,051		325,474,218
Machinery and											
equipment		86,390,845		69,165,189	237,291,824		213,300,245		323,682,669		282,465,434
Infrastructure		648,708,658		630,844,129	-		-		648,708,658		630,844,129
Construction in											
progress		47,895,914		46,139,237	34,755,638		59,244,491		82,651,552		105,383,728
Less: Accumulated											
depreciation		(480,253,155)		(457,902,275)	(211,811,094)		(197,233,520)		(692,064,249)		(655,135,795)
Total	\$	490,738,997	\$	473,904,142	\$ 303,257,263	\$	293,905,574	\$	793,996,260	\$	767,809,716

Major capital asset events during the current fiscal year included the following:

- The new Emergency Communication Systems project was completed at a cost of \$13,993,695.
- The Water Treatment Plant, Phase II project was completed at a cost of \$31,298,365.
- A variety of Norman Forward construction projects were underway; construction in progress related to Norman Forward projects as of the end of the current fiscal year had reached \$20,217,990.
- A variety of street and roadway construction projects were underway; governmental construction in progress related to public works as of the end of the current fiscal year had reached \$18,949,565.
- A variety of water and sewer projects were underway; NUA construction in progress as of the end of the current fiscal year was \$32,932,774.

Additional information on the City's capital assets can be found in note 4 on pages 42-43 of this report.

Long-term debt – At the end of the current fiscal year, the City had total bonded debt outstanding of \$83,881,286. Of this amount, \$83,689,389 comprises debt backed by the full faith and credit of the government. The remainder of the City's bonded debt represents bonds secured solely by specified revenue sources (i.e., revenue bonds) of \$191,897. The City also had notes payable outstanding of \$182,019,552 at the end of the current fiscal year which were secured by capital assets and specified revenue sources.

Outstanding Debt As of June 30

	 Governmen	tal a	activities	Business-ty	pe ac	ctivities	To	otal	
	2021		2020	2021		2020	2021		2020
General obligation bonds	\$ 83,689,389	\$	67,812,055	\$ -	\$	-	\$ 83,689,389	\$	67,812,055
Revenue bonds	-		-	191,897		368,793	191,897		368,793
Capital leases	-		-	-		-	-		-
Notes payable	102,655,000		86,675,000	79,364,552		83,787,648	182,019,552		170,462,648
Total	\$ 186,344,389	\$	154,487,055	\$ 79,556,449	\$	84,156,441	\$ 265,900,838	\$	238,643,496

The City's total debt increased by \$27,257,342 (11.4 percent) during the current fiscal year. Key factors of this change were issuance of City of Norman General Obligation Bonds, Series 2020A and Series 2021 in the amounts of \$11,250,000 and 13,500,000, respectively. Issuance of the Norman Municipal Authority Revenue Note, Taxable Series 2020 in the amount of \$22,250,000. The City also drew \$2,995,607 on the Oklahoma Water Resources Board, Series 2017 loan. Also, the City made its normally scheduled payments.

The City maintained an "Aa2" rating from Moody's for those general obligation debt issues that are rated by the service. The NUA maintained an "Aa3" rating from Moody's for those debt issues that they rate.

Additional information on the City's long-term debt can be found in note 4 on pages 59-66 of this report.

Economic Factors and Next Year's Budgets and Rates

- The unemployment rate for the Oklahoma City metropolitan area which includes Norman is currently 3.2 percent. The state's average unemployment rate was 3.7 percent and the national average rate was 5.9 percent.
- Inflationary trends in the region have been on the rise in conjunction with national averages.
- The City's major source of revenue is sales and use tax revenue. Sales tax and use tax revenue increased 11.6% and 41.1%, respectively, over the prior year total.

All of these factors were considered in preparing the City's budget for the 2022 fiscal year.

Requests for Information

This financial report is designed to provide a general overview of the City's finances for all those with an interest in the government's finances. Questions concerning any of the information provided in this report or requests for additional financial information should be addressed to the Office of the Finance Director, 201 West Gray, Building C, Norman, Oklahoma, 73069.

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 - Other revenue was above expectations by \$12,174,835, mainly within the miscellaneous category due to the CARES Act funding.
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As of June 30

	Governmental activities			activities	Business-ty	pe a	ctivities	Total			
		2021		2020	2021		2020		2021		2020
Land	\$	69,550,542	\$	68,360,714	\$ 10,489,037	\$	10,417,288	\$	80,039,579	\$	78,778,002
Buildings and improvements		118,446,193		117,297,148	232,531,858		208,177,070		350,978,051		325,474,218
Machinery and equipment		86,390,845		69,165,189	237,291,824		213,300,245		323,682,669		282,465,434
Infrastructure		648,708,658		630,844,129	-		-		648,708,658		630,844,129
Construction in progress		47,895,914		46,139,237	34,755,638		59,244,491		82,651,552		105,383,728
Less: Accumulated depreciation		(480,253,155)		(457,902,275)	(211,811,094)		(197,233,520)		(692,064,249)		(655 135 705)
Total	\$	490,738,997	\$	473,902,273)	\$ 303,257,263	\$	293,905,574	\$	793,996,260	\$	(655,135,795) 767,809,716

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Outstanding Debt As of June 30

4	Governm	ental	activities	 Business-ty	pe ac	tivities	To	otal	
	2021		2020	 2021		2020	 2021		2020
General obligation bonds	\$ 83,689,38	9 \$	67,812,055	\$ -	\$	- :	\$ 83,689,389	\$	67,812,055
Revenue bonds		-	-	191,897		368,793	191,897		368,793
Capital leases		-	-	-		-	-		-
Notes payable	102,655,00)	86,675,000	79,364,552		83,787,648	182,019,552		170,462,648
Total	\$ 186,344,38	\$	154,487,055	\$ 79,556,449	\$	84,156,441	\$ 265,900,838	\$	238,643,496

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- The City's major source of revenue is sales and use tax revenue. Sales tax and use tax revenue increased 11.6% and 41.1%, respectively, over the prior year total.

All of these factors were considered in preparing the City's budget for the 2022 fiscal year.

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THE CITY OF NORMAN, OKLAHOMA STATEMENT OF NET POSITION JUNE 30, 2021

		Primary G	overnment		
		Governmental	Business-Type	-	
		Activities	Activities		Total
ASSETS					
Current assets:	_				
Cash and cash equivalents	\$	45,196,446		\$	70,834,21
Restricted cash and cash equivalents		117,450,151	8,704,302		126,154,45
Investments		41,314,209	42,348,100		83,662,30
Restricted investments Receivables:		3,000,429	-		3,000,42
Taxes		10 405 160			10 405 16
Accounts, net of allowance for estimated		19,485,169	-		19,485,16
uncollectible Business-Type accounts of \$1,735,143		1 600 100	5 770 905		7 460 00
Interest		1,680,108 111,142	5,779,895 114,319		7,460,00 225,46
Other		69,493	114,515		69,49
Due from Federal Government		6,257,096	_		6,257,09
Internal balances		(746,369)	746,369		0,237,07
Inventory		19,324	, 10,507		19,32
Total current assets		233,837,198	92 220 740		
	-	233,837,198	83,330,749		317,167,94
Non-current assets:			7.105.007		7.105.00
Restricted cash and cash equivalents		117 446 466	7,185,087		7,185,08
Capital assets not subject to depreciation Capital assets, net		117,446,455 373,292,542	45,244,676 258,012,587		162,691,13 631,305,129
•				_	
Total non-current assets		490,738,997	310,442,350		801,181,34
Total assets		724,576,195	393,773,099		1,118,349,29
DEFERRED OUTFLOW OF RESOURCES					
Deferred resources related to pensions		19,968,502	-		19,968,50
Deferred resources related to OPEB		869,368	-		869,36
Deferred charge on refunding		82,616	510,492		593,10
Total deferred outflows of resources		20,920,486	510,492		21,430,978
LIABILITIES					
Current liabilities:					
Accounts payable and other accrued liabilities		7,734,234	2,814,231		10,548,46
Payroll payable		2,539,785	469,972		3,009,75
Accrued interest payable		1,618,535	502,931		2,121,46
Unearned revenue		11,122,771	-		11,122,77
Retainage payable		644,443	699,425		1,343,86
Guaranty deposits		7,133,965	1,791,742		8,925,70
Current portion of long-term debt		19,778,335	7,464,925		27,243,260
Total current liabilities		50,572,068	13,743,226		64,315,294
Non-current liabilities:					
Long-term debt and other liabilities		243,029,838	73,390,005		316,419,843
Total non-current liabilities		243,029,838	73,390,005		316,419,843
Total liabilities		293,601,906	87,133,231		380,735,137
DEFERRED INFLOW OF RESOURCES		273,001,700	07,133,231	_	300,733,13
Deferred resources related to pensions		5 252 414			5 252 417
Deferred resources related to OPEB		5,252,414 2,923,376			5,252,414
					2,923,370
Total deferred inflows of resources		8,175,790	-		8,175,790
NET POSITION					
Net investment in capital assets		357,563,482	228,867,966		586,431,448
Restricted for:					
Debt service		4,878,612	7,714,918		12,593,530
Capital improvements		100,691,395	6,975,630		107,667,025
Public safety		12,090,114	-		12,090,114
Public parks and recreation		1,529,706	-		1,529,706
Public service		3,127,671	-		3,127,671
Public works		3,943,140	-		3,943,140
Unrestricted (deficit)		(40,105,135)	63,591,846		23,486,711
Total net position	\$	443,718,985	\$ 307,150,360	\$	750,869,345

FOR THE YEAR ENDED JUNE 30, 2021 THE CITY OF NORMAN, OKLAHOMA STATEMENT OF ACTIVITIES

			Program Revenues		Net (Expense Changes in	Net (Expense) Revenue and Changes in Net Assets	
			Onerating	Canital	Drimon	Drimon, Conormont	
		Charges for	Grants and	Grants and	Governmental	Business-Type	,
Function/Programs	Expenses	Services	Contributions	Contributions	Activities	Activities	Total
Primary government							
Governmental activities:							
General government	\$ 18,819,315	\$ 3,174,550	, ∽	₩	\$ (15,644,765)	- 59	\$ (15,644,765)
Planning	3,345,940	1,461,693	24,019	•	(1,860,228)	•	(1,860,228)
City controller	2,227,636	309,657	•	•	(1,917,979)	•	(1,917,979)
Parks and recreation	8,513,678	399,599	80,859	•	(8,033,220)	1	(8,033,220)
Public works	41,734,848	265,448	3,5	12,643,765	(25,531,211)		(25,531,211)
Public service	3,831,725	•	2,126,439	. •	(1,705,286)	•	(1.705.286)
Public safety	64,595,623	3,836,831	18,995,921	•	(41,762,871)	•	(41,762,871)
Interest on long-term debt	5,060,958	•	•	•	(5,060,958)	1	(5,060,958)
Total governmental activities	148,129,723	9,447,778	24,521,662	12,643,765	(101,516,518)	3	(101,516,518)
Business-type activities:							
Westwood Park	2,031,852	1,942,080	•		•	(89.772)	(89.772)
Water	18.178.326	24.377.486	•	9.632.122	•	15 831 282	15 831 282
Wastewater	20,239,517	16,615,270	,	1 164 369	•	(2 459 878)	(2,450,478)
Sanitation	14 707 244	16 340 040	1	, , , , , , , , , , , , , , , , , , ,	1	1 632,796	1 632 796
Total business-fram activities	55 156 030	50 274 876		107 205 401		14 014 420	14 014 470
total ousiness-type activities	55,150,559		i		1	14,914,478	14,914,478
Total primary government	\$ 203,286,662	\$ 68,722,654	\$ 24,521,662	\$ 23,440,256	(101,516,518)	14,914,428	(86,602,090)
	General revenues:						
	Taxes (unrestricted unless otherwise noted):	iless otherwise noted)					
	Sales taxes				47,172,094	•	47,172,094
	Sales taxes - restricted	P.			37,465,974	•	37,465,974
	Excise taxes - restricted	ted			•	2,307,102	2,307,102
	Franchise taxes				6,358,546	•	6,358,546
	Property taxes - restricted	icted			8,957,836	•	8,957,836
	Use taxes				9,250,568	•	9,250,568
	Use taxes - restricted				3,468,962	•	3,468,962
	Hotel/Motel taxes				1,264,409	•	1,264,409
	Alcoholic beverage taxes	axes			564,013	•	564,013
	Cigarette taxes				764,783	•	764,783
	Investment earnings				469,832	47,842	517,674
	Miscellaneous				1,816,052	32,621	1,848,673
	Transfers				1,943,054	(1,943,054)	1
	Total general revenues and	ues and transfers			119,496,123	444,511	119,940,634
	Change in net position	ition			17,979,605	15,358,939	33,338,544
	Net position - beginning	gu			425,739,380	291,791,421	717,530,801
	Net position - ending				\$ 443,718,985	\$ 307,150,360	\$ 750,869,345

BALANCE SHEET GOVERNMENTAL FUNDS JUNE 30, 2021

		D., Lu - C - C - C	0	0	M =	Other	Total
	General	Public Safety Sales Tax	Special Grants Fund	Capital Projects	Norman Forward	Governmental Funds	Governmental Funds
ASSETS	General	Jaies Tax	Grants Fund	riojects	loiwaid	Tunus	i unus
Cash and cash equivalents	s -	\$ -	\$13,123,702	\$ 11,424,078	\$ 15,619,473	\$ 4,663,999	\$ 44,831,252
Investments	6,993,550	-	· · · · · · · ·	13,143,041	13,818,721	5,750,594	39,705,906
Receivables:							
Taxes	11,539,903	2,228,488	-	2,747,470	2,228,487	740,821	19,485,169
Accounts	1,583,551	-	-	90,722	-	504	1,674,777
Interest	15,591	81	-	38,198	37,424	15,510	106,804
Other	-	-	-	69,493	-	-	69,493
Due from Federal Govnmt	3,885,479	-	117,657	-	-	2,253,960	6,257,096
Due from other funds	2,489	8,121	54,566	315,874	428,924	131,567	941,541
Inventory	19,324	-	-	-	-	-	19,324
Restricted Assets:							
Cash and cash equivalents Investments	2,333,810 3,000,429	10,056,381	<u> </u>	67,625,604	37,103,094	331,262	117,450,151 3,000,429
Total assets	\$ 29,374,126	\$ 12,293,071	\$13,295,925	\$ 95,454,480	\$ 69,236,123	\$ 13,888,217	\$233,541,942
LIABILITIES AND FUND	BALANCES						
LIABILITIES							
Accounts payable and							
other accrued liabilities	\$ 1,556,874	\$ 1,091,753	\$ 14,741	\$ 3,380,488	\$ 1,153,924	\$ 515,755	\$ 7,713,535
Payroll payable	2,106,573	342,063	2,724	38,576	-	38,490	2,528,426
Due to other funds	1,696,972	-	-	-	-	2,489	1,699,461
Unearned revenue	-	-	11,122,771		-	-	11,122,771
Retainage payable Guaranty deposits	5,300,575	149,505	<u> </u>	404,523 1,833,390	90,415		644,443 7,133,965
Total liabilities	10,660,994	1,583,321	11,140,236	5,656,977	1,244,339	556,734	30,842,601
FUND BALANCES							
Nonspendable	19,324	-	•	-	-	-	19,324
Restricted	-	10,709,750	1,723,969	87,345,875	65,984,901	13,195,553	178,960,048
Committed	4,027,066	-	-	-	-	-	4,027,066
Assigned	2,893,498	-	431,720	2,451,628	2,006,883	135,930	7,919,659
Unassigned	11,773,244						11,773,244
Total fund balances	18,713,132	10,709,750	2,155,689	89,797,503	67,991,784	13,331,483	202,699,341
Total liabilities and fund	balances						
balances	\$ 29,374,126	\$ 12,293,071	\$13,295,925	\$ 95,454,480	\$ 69,236,123	\$ 13,888,217	
Amounts reported for gover Capital assets used in gove in the funds.	ernmental activiti	es are not financial	resources and, the	refore, are not rep		The	490,738,997
Internal service funds are unassets, deferred outflow of		_	-				
assets, deferred outflow of activities in the statement Long-term liabilities, inclu	of net position.						(1,097,768)
not due and payable in th		=					(248,621,585)
Net position of governments	al activities						\$443,718,985
See notes to financial staten	nents.						

FOR THE YEAR ENDED JUNE 30, 2021

						Other	Total
		Public Safety	Special	Capital	Norman 	Governmental	Governmental
Revenues:	General	Sales Tax	Grants Fund	Projects	Forward	Funds	Funds
Taxes	\$ 62,781,208	\$ 11,796,564	\$ -	\$ 14,264,081	1 \$ 11,796,564	\$ 13,299,972	\$ 113,938,389
Licenses and permits	1,463,026	-	-	-	-	-	1,463,026
Intergovernmental revenues	15,241,354		448,463	-	_	6,799,616	22,489,433
Charges for services	10,719,243	_	_	-	_	167,724	10,886,967
Fines and forfeitures	1,548,357	_	-	-	_	, -	1,548,357
Investment earnings	30,539	1,325	(1,567)	84,873	3 54,214	44,743	214,127
Other	2,005,707	684,746	-	348,177	· ·	694,051	3,732,681
Total revenues	93,789,434	12,482,635	446,896	14,697,131	1 11,850,778	21,006,106	154,272,980
Expenditures: Current:							
General government	13,214,426	-	-	3,362,905	5 11,036	-	16,588,367
Planning	3,380,597	-	-	99,106	5 -	-	3,479,703
City controller	3,690,009	-	-	11,485	5 -	-	3,701,494
Parks and recreation	4,902,139	-	233,780	517,698	519,213	54,289	6,227,119
Public works	20,060,617	85,870	84,296	5,796,782	2 -	4,716,830	30,744,395
Public service	-	-	23,989	-	-	3,803,240	3,827,229
Public safety	38,606,277	10,204,340	117,491	297,423	3 -	62,393	49,287,924
Capital outlay	2,909,623	2,869,447	56,317	13,871,680	10,267,073	53,595	30,027,735
Debt service:							
Principal retirement	-	2,015,000	-	1,255,000	3,000,000	9,080,000	15,350,000
Interest and fiscal charges		346,281	-	255,352	2,170,293	1,885,845	4,657,771
Total expenditures	86,763,688	15,520,938	515,873	25,467,431	15,967,615	19,656,192	163,891,737
Excess (deficiency) of revenue	es						
over (under) expenditures	7,025,746	(3,038,303)	(68,977)	(10,770,300	(4,116,837)	1,349,914	(9,618,757)
Other financing sources (uses)):						
Transfers in	5,875,576	2,797,330	-	5,470,176	9,576,381	4,555,316	28,274,779
Transfers out	(11,777,508)	-	-	(8,958,409	(222,695)	(5,751,386)	(26,709,998)
Bond proceeds		<u> </u>		25,219,275	22,250,000	-	47,469,275
Net other financing							
sources (uses)	(5,901,932)	2,797,330		21,731,042	31,603,686	(1,196,070)	49,034,056
Net change in fund balances	1,123,814	(240,973)	(68,977)	10,960,742	27,486,849	153,844	39,415,299
Fund balances, July 1, 2020	17,589,318	10,950,723	2,224,666	78,836,761	40,504,935	13,177,639	163,284,042
Fund balances, June 30, 2021	\$ 18,713,132	\$ 10,709,750	\$ 2,155,689	\$ 89,797,503	\$ 67,991,784	\$ 13,331,483	\$ 202,699,341
See notes to financial statemer	nts.						

RECONCILIATION OF THE STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS TO THE STATEMENT OF ACTIVITIES FOR THE YEAR ENDED JUNE 30, 2021

Amounts reported for governmental activities in the statement of activities are different because:		
Net change in fund balances - total governmental funds	\$	39,415,299
Governmental funds report capital outlay as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense. This is the amount by which capital outlays exceeded depreciation in the current period.		6,849,222
Contributed capital assets (land, buildings and infrastructure) and other miscellaneous capital asset transactions recorded in government-wide financial statements but not recorded in fund level financial statements		9,985,633
The issuance of long-term debt (e.g., bonds, leases) provides current financial resources to governmental funds, while the repayment of the principal of long-term debt consumes the current financial resources of governmental funds. Neither transaction, however, has any effect on the net position. Also, governmental funds report the effect of premiums, discounts, and similar items when debt is first issued, whereas these amounts are deferred and amortized in the statement of activities. This amount is the net effect of these differences in the treatment of long-term debt and related items.		(31,650,000)
Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore are not reported as expenditures in the governmental funds		(490,460)
Decrease in liability for incurred claims and compensated absences and miscellaneous expenses in government-wide financial statements		200,635
The cost of pension benefits earned, net of contributions made, are reported as an element of pension expense in government-wide financial statements. In the fund-level financial statements only the contributions made are reported as expenditures		(6,287,092)
Internal service funds are used by management to charge the costs of insurance services to individual funds. The net loss of the internal service fund is reported with governmental activities.		(43,632)
Change in net position of governmental activities	<u>\$</u>	17,979,605

See notes to financial statements

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THE CITY OF NORMAN, OKLAHOMA STATEMENT OF NET POSITION - PROPRIETARY FUNDS JUNE 30, 2021

JUNE 30, 2021	Bu	Governmental Activities						
	Norman Municipal Authority	Norman Utilities Authority	Total	Internal Service Fund				
ASSETS	•	•						
Current assets:								
- +11	\$ 6,989,363	\$ 18,648,401	\$ 25,637,764	\$ 420,225				
Restricted cash and cash equivalents	470,305	8,233,997	8,704,302	-				
Investments	9,338,969	33,009,131	42,348,100	1,608,303				
Receivables:								
Accounts, net of allowance for	1 001 505	2 0 4 0 2 6 0	5.550.005	5 2 2 1				
estimated uncollectible accounts	1,831,527	3,948,368	5,779,895	5,331				
Interest	25,188	89,131	114,319	4,338				
Due from other funds	187,731	558,638	746,369	11,551				
Total current assets	18,843,083	64,487,666	83,330,749	2,049,748				
Noncurrent assets:								
Restricted cash and cash equivalents	209,457	6,975,630	7,185,087	-				
Capital assets, net	18,038,129	285,219,134	303,257,263					
Total noncurrent assets	18,247,586	292,194,764	310,442,350	-				
Total assets	37,090,669	356,682,430	393,773,099	2,049,748				
DEFERRED OUTFLOW OF RESOURCES	 }							
Deferred charge on refunding	_	510,492	510,492					
Total deferred outflows of resources		510,492	510,492	-				
LIABILITIES								
Current liabilities:								
Accounts payable and accrued liabilities	1,224,314	1,589,917	2,814,231	75,852				
Payroll payable	256,203	213,769	469,972	11,359				
Liability for incurred claims	250,205	215,705	105,572	1,200,000				
Accrued interest payable	995	501,936	502,931					
Retainage payable	-	699,425	699,425	-				
Guaranty deposits	469,310	1,322,432	1,791,742	-				
Revenue bonds payable	191,897	, ,	191,897	-				
Notes payable	· -	7,143,251	7,143,251	-				
Compensated absences	46,884	82,893	129,777	6,024				
Total current liabilities	2,189,603	11,553,623	13,743,226	1,293,235				
Noncurrent liabilities:								
Notes payable, net	-	72,221,301	72,221,301	-				
Compensated absences	422,213	746,491	1,168,704	54,281				
Liability for incurred claims	· •	-	-	1,800,000				
Revenue bonds payable, net	-	-	-					
Total noncurrent liabilities	422,213	72,967,792	73,390,005	1,854,281				
Total liabilities	2,611,816	84,521,415	87,133,231	3,147,516				
NET POSITION	2,011,010	01,521,115	07,155,251					
Net investment in capital assets	17,843,129	211,024,837	228,867,966	_				
Restricted for debt service	209,457	7,505,461	7,714,918	_				
Restricted for capital projects	207,437	6,975,630	6,975,630	- -				
Unrestricted	16,426,267	47,165,579	63,591,846	(1,097,768)				
•	\$ 34,478,853	\$ 272,671,507	\$ 307,150,360	\$ (1,097,768)				
-	Ψ 57,770,033	ψ 2/2,0/1,30/	ψ J07,1J0,J00	ψ (1,077,706)				
See notes to financial statements.								

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET POSITION - PROPRIETARY FUNDS

FOR THE YEAR ENDED JUNE 30, 2021

		Business-type Activities					Governmental Activities	
		Norman Municipal Authority		Norman Utilities Authority		Total	Se	Internal ervice Fund
Operating revenues:								
Golf and pool fees	\$	1,942,080	\$	-	\$	1,942,080	\$	-
Water service, net		-		25,498,386		25,498,386		-
Wastewater service, net		-		16,615,270		16,615,270		-
Sanitation services, net		16,188,306		-		16,188,306		-
Self-insurance charges:								14 474 277
Charges for services		-		-		-		14,474,277
Risk management administration		-		-		-		325,000 520,000
Workers' compensation		-		-		-		22,220
Unemployment compensation Other		98,681		396,693		495,374		105,138
Other	_							103,136
Total operating revenues		18,229,067	_	42,510,349		60,739,416		15,446,635
Operating expenses:								
Salaries and benefits		5,905,836		7,724,049		13,629,885		567,522
Supplies and materials		1,234,017		3,429,248		4,663,265		-
Services, maintenance and claims		7,522,171		12,635,628		20,157,799		15,308,553
Depreciation and amortization		2,113,816	_	14,170,624		16,284,440		-
Total operating expenses		16,775,840	_	37,959,549		54,735,389		15,876,075
Operating income (loss)		1,453,227		4,550,800		6,004,027	_	(429,440)
Nonoperating revenues (expenses):								
Excise tax revenue		-		2,307,102		2,307,102		-
Investment earnings		20,220		27,622		47,842		7,534
Interest and fiscal charges		(26,404)		(2,226,790)		(2,253,194)		-
Miscellaneous income (expense)	_	89,494	_	310,231		399,725		
Net nonoperating revenues (expenses)		83,310	_	418,165		501,475		7,534
Income (loss) before capital contributions and transfers	_	1,536,537	_	4,968,965		6,505,502		(421,906)
Capital contributions - donated water and								
sewer distribution systems		-		10,796,491		10,796,491		-
Transfers in		264,012		-		264,012		447,167
Transfers out		(150,832)	_	(2,056,234)		(2,207,066)		(68,893)
Net capital contributions and transfers		113,180		8,740,257		8,853,437		378,274
Net income (loss)		1,649,717		13,709,222		15,358,939		(43,632)
Net position - beginning	_	32,829,136		258,962,285		291,791,421		(1,054,136)
Net position - ending	\$	34,478,853	\$	272,671,507	\$	307,150,360	\$	(1,097,768)
See notes to financial statements		<u></u>						

STATEMENT OF CASH FLOWS - PROPRIETARY FUNDS FOR THE YEAR ENDED JUNE 30, 2021

	Business-type Activities				Governmental Activities			
	N	Norman Iunicipal Authority		Norman Utilities Authority		Total		Interal
Cash flows from operating activities:		·		•				
Cash received from customers	\$	17,404,851	\$	41,807,543	\$	59,212,394	\$	-
Cash received from interfund charges for health insurance		-		-		-		15,529,341
Cash paid to employees for services		(5,934,481)		(7,775,927)		(13,710,408)		(549,696)
Cash paid to suppliers		(8,237,605)		(17,850,697)		(26,088,302)		(15,403,455)
Other receipts (payments)		45,718	_	208,554	_	254,272		(1,713)
Net cash provided by (used for) operating activities		3,278,483		16,389,473		19,667,956		(425,523)
Cash flows from noncapital financing activities:								
Transfers in		264,012		-		264,012		447,167
Transfers out		(150,832)		(2,056,234)	_	(2,207,066)		(68,893)
Net cash provided by (used for) noncapital financing activities		113,180		(2,056,234)		(1,943,054)		378,274
Cash flows from capital and related financing activities:								
Proceeds from disposal of capital assets		84,728		16,368		101,096		_
Payments for the acquisition of capital assets		(2,790,259)		(12,392,778)		(15,183,037)		-
Proceeds from taxes		(=,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		2,307,102		2,307,102		_
Principal payments on revenue bonds		(180,000)		_,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		(180,000)		_
Proceeds from notes payable		-		2,995,607		2,995,607		
Principal payments on notes payable		-		(7,408,584)		(7,408,584)		_
Interest and fiscal charges paid		(24,219)		(2,238,728)		(2,262,947)		-
Net cash used for capital								
and related financing activities		(2,909,750)		(16,721,013)	_	(19,630,763)		
Cash flows from investing activities:								
Proceeds from maturity of investments		2,931,340		11,948,954		14,880,294		337,164
Payments for purchases of investments		(6,302,935)		(22,278,091)		(28,581,026)		(1,085,455)
Investment earnings received		123,816	_	441,647		565,463		20,322
Net cash used for investing activities		(3,247,779)	_	(9,887,490)		(13,135,269)		(727,969)
Net change in cash and cash equivalents		(2,765,866)		(12,275,264)		(15,041,130)		(775,218)
Cash and cash equivalents - beginning		10,434,991		46,133,292		56,568,283		1,195,443
Cash and cash equivalents - ending	\$	7,669,125	\$	33,858,028	\$	41,527,153	\$	420,225
Reconciliation of operating income (loss) to net cash provided by (used in)	opera	ting activities:					,	
Operating income (loss)	\$	1,453,227		4,550,800	\$	6,004,027	\$	(429,440)
Adjustments to reconcile operating income (loss) to net	•	1, 100,000	•	,,,,,,,,,,	•	5,00 ., 0	•	(,,
cash provided by (used for) operating activities:								
Miscellaneous revenue		89,494		310,231		399,725		_
Bad debt expense		129,217		215,705		344,922		_
Depreciation and amortization		2,113,816		14,170,624		16,284,440		-
Loss on disposal of property, plant and equipment		63,148		179,155		242,303		
(Increase) decrease in accounts receivable, net		(1,001,802)		(976,901)		(1,978,703)		82,706
Increase in due from other funds		(106,924)		(280,832)		(387,756)		(1,713)
Increase (decrease) in accounts payable and accrued liabilities		518,583		(1,423,906)		(905,323)		(94,902)
Increase (decrease) in payroll payable		12,536		(8,423)		4,113		1,489
Decrease in retainage payable		,		(361,915)		(361,915)		-,.0>
Increase in guaranty deposits		48,369		58,390		106,759		_
Increase (decrease) in compensated absences		(41,181)		(43,455)		(84,636)		16,337
Net cash provided by (used for) operating activities	\$	3,278,483	\$	16,389,473	\$	19,667,956	\$	(425,523)
NONCASH ACTIVITIES:	<u>*</u>	2,2.0,100	*	- 0,000,110	<u> </u>	,	<u> </u>	.20,020
Donated water and sewer distribution systems	\$		\$	10,796,491	\$	10,796,491	\$	
•	\$	102,495	\$	403,081	Guine		\$	
Change in unrealized loss on investments	*			Δ(14 f)¥ i	\$	505,576		

STATEMENT OF FIDUCIARY NET POSITION FIDUCIARY FUNDS

JUNE 30, 2021

	Pension Trust Fund	Custodial Fund
ASSETS		
Cash and cash equivalents	\$ -	\$ 4,133
Investments Mutual funds U.S. Agencies	118,759,230	- 5,471
Interest receivable	-	14
Due from other funds	-	114
Loans to 401(a) Plan participants	3,180,394	
Total assets	\$ 121,939,624	\$ 9,732
LIABILITIES AND NET POSITION		
Funds held for others	\$ -	\$ 9,732
Net position restricted for defined benefit pensions Net position restricted for defined contribution pensions	215,102 	<u>-</u>
Total liabilities and net position	\$ 121,939,624	\$ 9,732

See notes to financial statements.

STATEMENT OF CHANGES IN FIDUCIARY NET POSITION - FIDUCIARY FUNDS FOR THE YEAR ENDED JUNE 30, 2021

ADDITIONS:	Pension Trust Fund	Custodial Fund
Contributions:		
Employer Employee	\$ 2,751,223 2,069,080	\$ - -
Total contributions	4,820,303	-
Investment income	29,063,637	6
Total additions	33,883,940	6
DEDUCTIONS:		
Pension benefits paid	13,949,224	-
Administration costs	626	-
Total deductions	13,949,850	
NET INCREASE IN FIDUCIARY NET POSITION	19,934,090	6
Net position:		
Beginning of year	102,005,534	9,726
End of year	\$ 121,939,624	\$ 9,732

See notes to financial statements.

THE CITY OF NORMAN, OKLAHOMA

NOTES TO FINANCIAL STATEMENTS FOR THE YEAR ENDED JUNE 30, 2021

1. SUMMARY OF SIGNIFICANT ACCOUNTING POLICIES

The accounting and reporting policies of the City of Norman, Oklahoma (the "City") conform to accounting principles generally accepted in the United States of America for state and local governments. Generally accepted accounting principles for municipalities are defined as those principles promulgated by the Governmental Accounting Standards Board ("GASB"). The following represent the more significant accounting and reporting policies and practices of the City.

Reporting Entity - The City is a municipal corporation governed by an elected mayor and eight-member council. The accompanying financial statements present the government and its component units, entities for which the City is considered to be financially accountable. Blended component units, although legally separate entities, are, in substance, part of the City's operations and therefore data from these units are combined with data of the City. Each blended component unit has a June 30 year end.

Blended Component Units - The Norman Municipal Authority ("NMA") was established in April 1965. Activities of the NMA include financing and operating the Westwood Park recreational facilities and sanitation services for the City. The governing body of the NMA is the same as the City's governing body. The City is the sole beneficiary of the NMA and receives all trust properties and resulting revenues upon retirement of all trust indebtedness. The City maintains all accounting records. The NMA is reported as an enterprise fund and does not issue separate financial statements.

The Norman Utilities Authority ("NUA") was established February 2, 1970. Activities of the NUA include financing and operating certain utility systems for the City. The governing body of the NUA is the same as the City's governing body. The City is the sole beneficiary of the NUA and receives all trust properties upon termination. The City maintains all accounting records. The NUA is presented as an enterprise fund and does not issue separate financial statements.

The Norman Tax Increment Finance Authority ("NTIF") was established July 11, 2006. Activities of the NTIF include financing Tax Increment Financing District #2 – University North Park. The governing body of the NTIF is the same as the City's governing body. The City is the sole beneficiary of the NTIF and receives all trust properties upon termination. The City maintains all accounting records. The NTIF is presented within the Capital Project Fund in the governmental funds balance sheet and does not issue separate financial statements.

The Norman Economic Development Authority ("NEDA") was established June 12, 2012. Activities of the NEDA include financing and operating ecomonic development activities for the City. The governing body of the NEDA is the same as the City's governing body. The City is the sole beneficiary of the NEDA and receives all trust properties upon termination. The City maintains all accounting records. As of June 30, 2019, NEDA had no transcations.

Basis of presentation – The City follows Governmental Accounting Standards Board ("GASB") statements in the preparation of its financial statements. Additional information regarding the basis of accounting and the differences in presentation are contained in the Management's Discussion and Analysis, which preceded the financial statements.

In 2021, the City adopted Governmental Accounting Standards Board Statement No. 84, Fiduciary Activities, and Governmental Accounting Standards Board Statement No. 97, Certain Component Unit Criteria, and Accounting and Financial Reporting for Internal Revenue Code Section 457 Deferred Compensation Plans, an amendment of GASB Statements No. 14 and No. 84, and a supersession of GASB No. 32. These standards provided for greater consistency and comparability by establishing specific criteria for identifying activities that should be reported as fiduciary activities and clarifying whether and how business-type activities should report their fiduciary activities. The adoption of these standards did not have a material impact on the City's financial statements.

Government-wide and fund financial statements – The government-wide financial statements (i.e., the statement of net position and the statement of activities) report information on all of the nonfiduciary activities of the primary government and its component units. For the most part, the effect of interfund activity has been removed from these statements. Governmental activities, which normally are supported by taxes, intergovernmental revenues and other nonexchange transactions are reported separately from business-type activities, which rely to a significant extent on fees and charges to external customers for support.

The statement of activities demonstrates the degree to which the direct expenses of a given function or segment are offset by program revenues. *Direct expenses* are those that are clearly identifiable with a specific function or segment. *Program revenues* include 1) charges to customers or applicants who purchase, use, or directly benefit from goods, services, or privileges provided by a given function or segment and 2) grants and contributions that are restricted to meeting the operational or capital requirements of a particular function or segment. Taxes and other items not properly included among program revenues are reported instead as *general revenues*.

Separate financial statements are provided for governmental funds, proprietary funds, and fiduciary funds, even though the latter are excluded from the government-wide financial statements. Major individual governmental funds and major individual enterprise funds are reported as separate columns in the fund financial statements. All remaining governmental and enterprise funds are aggregated and reported as non-major funds.

Measurement focus, basis of accounting, and financial statement presentation — The government-wide financial statements are reported using the economic resources measurement focus and the accrual basis of accounting, as are the proprietary fund and fiduciary fund financial statements. Revenues are recorded when earned and expenses are recorded when a liability is incurred, regardless of the timing of related cash flows. Property taxes are recognized as revenues in the year for which they are levied. Grants and similar items are recognized as revenue as soon as all eligibility requirements imposed by the provider have been met.

Governmental fund financial statements are reported using the current financial resources measurement focus and the modified accrual basis of accounting. Revenues are recognized as soon as they are both measurable and available. Revenues are considered to be available when they are collectible within the current period or soon enough thereafter to pay liabilities of the current period. For this purpose, the government considers revenues to be available if they are collected within 60 days of the end of the current fiscal period. Expenditures generally are recorded when a liability is incurred, as under accrual accounting. However, debt service expenditures, as well as expenditures related to compensated absences and claims and judgments are recorded only when payment is due.

Sales taxes, excise taxes, franchise taxes, property taxes, licenses, and interest associated with the current fiscal period are all considered to be susceptible to accrual and have been recognized as revenues of the current fiscal period. Only the portion of special assessments receivable due within the current fiscal period is considered to be susceptible to accrual as revenue of the current period. Expenditure

driven grants are recognized as revenue when the qualifying expenditures have been incurred and all other eligibility requirements have been met. All other revenue items are considered to be measurable and available only when cash is received by the City.

The City reports the following major governmental funds:

General Fund - The General Fund is the principal fund of the City which accounts for the general operations of the City and all other financial transactions not reported in other funds.

Public Safety Sales Tax Fund – A special revenue fund established to receive revenues from a special half-cent sales tax dedicated to public safety activities.

Special Grants Fund – Established to account for revenues and expenditures of other miscellaneous grants received from various sources.

Capital Projects Fund - The Capital Projects Fund is used to account for all major capital improvements which have been financed by designated resources, except those accounted for in the Norman Forward Fund or proprietary funds. Activities of the NTIF are included in this fund.

NORMAN FORWARD Fund – A capital projects fund established to receive revenues from a special half-cent sales tax dedicated to quality-of-life projects including multiple recreation facilities, libraries, parks, athletic venues, public art, trails, and swim complexes.

The City reports the following non-major governmental funds:

Debt Service Fund - The Debt Service Fund accounts for the accumulation of financial resources that are restricted or assigned for the payment of interest and principal on the general long-term debt of the City, other than debt service payments made by enterprise funds. Ad valorem taxes and interest earned on investments of the Debt Service Fund are used for the payment of principal, interest and commission to fiscal agents on the City's general obligation bonds and judgments.

Special Revenue Funds - Special Revenue Funds are used to account for the proceeds of government grants or specific revenue sources (other than grants applicable to enterprise fund activities, expendable trusts or major capital projects) that are legally restricted, committed or assigned to expenditures for specified purposes. The City has seven nonmajor special revenue funds including:

- Norman Room Tax Fund Established by City ordinance to receive revenues from the City hotel/motel occupancy tax. Tax receipts are required to be used for promoting and fostering convention and tourism development in the City.
- Community Development Fund Established to account for the City's Community Development Block Grants, Home Ownership Made Easy ("HOME") Grants, Rental Rehabilitation and Emergency Shelter Grants received from the US Department of Housing and Urban Development ("HUD").
- Park Land Fund Established by City ordinance to receive revenues from developer fees dedicated to the acquisition of park land around the City.
- Seizures and Restitutions Fund Established to account for the revenue available as a result of property seizures resulting from criminal investigations.

- Cleet Fund Established to account for revenue derived by provision of State law to be utilized for law enforcement education and training.
- Transit and Parking Fund Established to account for revenues and expenditures from transit and parking services.
- Art in Public Places Fund Established to account for donations made to provide public art displays throughout the City.

The City reports the following major proprietary funds:

Norman Municipal Authority – A blended component unit established to account for the construction and operation of Westwood Park recreational facilities and the City's sanitation services.

Norman Utilities Authority – A blended component unit established to account for the water and wastewater utility systems for the City.

Risk Management Internal Service Fund – Established to account for the resources utilized by departments to provide for the self-insurance of Workers' Compensation and Unemployment Insurance and to pay claims and receive premiums on insurance for employee health and property loss on a long-term cost-reimbursement basis.

The City reports the following fiduciary funds:

Pension Trust Funds - The Pension Trust Funds are used to account for the receipt, investment and distribution of retirement contributions to the Annuity Pool portion of the Employee Retirement System of the City. The Employee Retirement System Annuity Pool is a contributory defined benefit plan. The Pension Trust Funds are also used to account for the receipt, investment and distribution of retirement contributions from the City and employees to the Section 401(a) portion of the Employee Retirement System of the City. The Section 401(a) plan is a defined contribution plan for qualifying City employees.

Custodial Funds - Custodial Funds are accounted for using the accrual basis of accounting. These funds are used to account for assets that the City holds for others in an agency capacity and are not required to be reported in pension trust funds, investment trust funds, or private purpose trust funds. The City has one agency fund, the Centennial Fund, which was created to account for assets held for the City's firefighters to develop a yearbook celebrating the centennial anniversary of the City of Norman Firefighters.

As a general rule the effect of interfund activity has been eliminated from the government-wide financial statements. Exceptions to the general rule are payments-in-lieu of taxes and other charges between the government's enterprise funds. Elimination of these charges would distort the direct costs and program revenues reported for the various functions concerned.

Amounts reported as *program revenues* include 1) charges to customers or applicants for goods, services, or privileges provided, 2) operating grants and contributions, and 3) capital grants and contributions, including special assessments that are restricted to meeting the operational or capital requirements of a particular function or segment. Internally dedicated resources are reported as *general revenues* rather than as program revenues. Likewise, general revenues include all taxes.

Proprietary funds distinguish *operating* revenues and expenses from *nonoperating* items. Operating revenues and expenses generally result from providing services and producing and delivering goods in

connection with a proprietary fund's principal ongoing operations. The principal operating revenues of the City's enterprise funds are charges to customers for sales and services. Operating expenses for the enterprise funds and the internal service fund include the cost of sales and services, administrative expenses, and depreciation on capital assets. All revenues and expenses not meeting this definition are reported as nonoperating revenues and expenses.

Accounting Policies – The City's significant accounting policies related to the following financial statement categories are summarized below:

Assets, Liabilities, and Fund Equity

- a. Cash and Cash Equivalents The City considers all highly liquid investments with an original maturity of three months or less when purchased to be cash and cash equivalents.
- b. Pooled Cash and Investments The City Charter requires all cash belonging to the City to be placed in the custody of the Financial Services Department of the City. A "Pooled Cash" concept is used in maintaining the cash and investment accounts in the accounting records. Under this method, all cash is pooled for investment purposes and each fund has equity in the pooled amounts. Investments are allocated to the individual participating funds based upon a percentage determined by the Financial Services Department of the City. An interfund receivable/payable is recognized if the allocation of investments to a particular fund exceeds the fund's pooled cash amount before the allocation of the pooled investments.

Purchases and maturities of the pooled investments, as reported in the fund's statement of cash flows, are allocated to the participating proprietary funds based on their portion of total pooled investments.

- c. Investments Investments are stated at fair value. Fair value is the amount at which a financial instrument could be exchanged in a current transaction between willing parties. The City considers quoted market price at June 30, 2021, to be the fair value of its investments.
 - Oklahoma Statutes authorize the City to invest in obligations of the United States government, its agencies and instrumentalities; collateralized or insured certificates of deposit and other evidences of deposit at banks, savings banks, savings and loan associations and credit unions located in this state, or fully insured certificates of deposit at banks, savings banks, savings and loan associations and credit unions located out of state; negotiable certificates of deposit issued by a nationally or state-chartered bank, a savings bank, a savings and loan association or a state-licensed branch of a foreign bank; prime banker's acceptances which are eligible for purchase by the Federal Reserve System and which do not exceed 270 days' maturity; prime commercial paper which shall not have a maturity that exceeds 180 days nor represent more than 10% of the outstanding paper of an issuing corporation; repurchase agreements that have underlying collateral consisting of those items specified above; and money market funds regulated by the Securities and Exchange Commission and which investments consist of those items noted above.

The Pension Trust Fund is invested based on guidelines established by its separate Board of Trustees.

d. Receivables and payables – In the government-wide financial statements, receivables consist of all revenues earned at year-end and not yet received. Allowances for uncollectible accounts receivable are based upon historical trends and the periodic aging of accounts receivable.

- e. Interfund Receivables and Payables Activity between funds that are representative of lending/borrowing arrangements outstanding at the end of the fiscal year are referred to as either "due to / due from other funds" (i.e., the current portion of interfund loans) or "advances to / from other funds" (i.e., the non-current portion of interfund loans). All other outstanding balances between funds are reported as "due to / from other funds." Any residual balances outstanding between the governmental activities and business-type activities are reported in the government-wide financial statements as "internal balances."
- f. Restricted Assets Restricted assets include cash and investments of both governmental activities and business-type activities that are legally restricted as to their use. The restricted assets are primarily related to debt trustee accounts and guaranty deposits.
- g. Capital Assets Capital assets, which include property, plant and equipment and infrastructure assets (e.g., roads, bridges, sidewalks, and similar items), are reported in the applicable governmental or business-type activities columns in the government-wide financial statements. Capital assets are defined by the government as assets with an initial, individual cost of more than \$2,500 (amount not rounded) and an estimated useful life in excess of two years. Such assets are recorded at historical cost or estimated historical cost if purchased or constructed. Donated capital assets, the majority of which generally consist of donated land and infrastructure which are recorded in the governmental funds and donated water and sewer distribution systems which are recorded in the proprietary funds, are recorded at acquisition value at the date of donation.

The costs of normal maintenance and repairs that do not add to the value of the asset or materially extend assets lives are not capitalized.

Land and construction in progress are not depreciated. The other property, plant, equipment and infrastructure are depreciated using the straight line method over the following estimated useful lives:

Buildings	40-65 years
Infrastructure	25 - 50 years
Improvements other than buildings & infrastructure	10-20 years
Machinery and equipment	3-20 years
Vehicles	3-7 years

- h. *Inventory* The City records parts and fuel inventory within the General fund. Parts inventory is valued at actual cost using the first-in/first out method. Fuel inventory is recorded using average cost. The cost of such inventories is recorded as expenditures/expenses when consumed rather than when purchased.
- i. Long-term Debt In the government-wide financial statements and proprietary fund types in the fund financial statements, long-term debt is reported as liabilities in the applicable governmental activities, business-type activities, or proprietary fund type statement of net position. Bond premiums and discounts, and losses on refunding are deferred and amortized over the life of the bonds using the effective interest method. Bonds payable are reported net of the applicable bond premium or discount. Bond issuance costs are expensed during the current period.

In the fund financial statements, governmental fund types recognize bond premiums and discounts, as well as bond issuance costs, during the current period. The face amount of debt issued is reported as other financing sources. Premiums received on debt issuances are reported as other financing sources while discounts on debt issuances are reported as other financing uses. Issuance costs, whether or not withheld from the actual debt proceeds received, are reported as debt service expenditures.

- j. Liability for Incurred Claims The liability for incurred claims represents estimated claims (including future claim adjustment expenses) incurred but unpaid for workers compensation, group medical and dental, and unemployment claims as of the fiscal year end. The estimate includes claims reported as of June 30, 2021, as well as an estimated amount representing claims incurred but not reported. The City utilizes the services of an actuary in computation of the incurred but unpaid workers compensation portion of the liability.
- k. Claims and Judgments Payable Under state law, judgments against the City can be paid over three years or can be paid immediately. The General Fund pays all claims and judgments. A liability has been recorded within the government-wide statements for claims and judgments payable. A liability for these amounts is reported in governmental funds when they become due and payable.
- 1. Compensated Absences Under the terms of union contracts and City personnel policies, City employees are granted vacation and sick leave in varying amounts. In the event of termination, an employee is paid for vacation leave accumulated and vested accumulated sick leave. Vesting of sick leave by employees and the maximum number of hours that can be accumulated for vacation and sick leave are dependent upon an employee's years of service. Upon retirement, one-half of accumulated sick leave is converted to vacation time, subject to the above limitation for maximum compensation for unused compensated absences.

A liability has been recorded within the government-wide and proprietary financial statements for accrued vacation and sick leave and certain salary related payments associated with the payment of compensated absences. A liability for these amounts is reported in governmental funds only if they have matured, for example, as a result of employee resignations and retirements.

- m. Unearned Revenues The City received federal Coronavirus State and Local Fiscal Recovery Funds (CSLFR) as part of the American Rescue Plan Act (ARPA). The funding was received in advance of meeting certain eligibility requirements that must be met prior to being recognized as revenues. The City records these funds as an unearned revenue liability until the funds are expended in accordance with the required grant terms.
- n. Fund Equity In the government-wide financial statements, equity is classified as net position and displayed in three components:
 - Net investment in capital assets Consists of capital assets, net of accumulated depreciation and reduced by the outstanding balances of any notes or other borrowings attributable to those assets.
 - 2. Restricted net position Consists of net position with constraints placed on the use either by external groups, such as grantors or laws and regulations of other governments, or law through constitutional provisions or enabling legislation.
 - 3. Unrestricted net position All other assets that do not meet the definition of "restricted" or "net investment in capital assets."

When both restricted and unrestricted net positions are available for use, generally it is the City's policy to use restricted resources first. For projects funded with tax-exempt debt proceeds and other sources, the debt proceeds are used first.

Governmental fund equity is classified as fund balance. Fund balance is further classified as follows and based on the nature of any limitations requiring the use of resources for specific purposes.

- a) Nonspendable Includes fund balance amounts that cannot be spent either because it is not in spendable form or because of legal or contractual requirements.
- b) Restricted Includes fund balance amounts that are constrained for specific purposes which are externally imposed by providers, such as creditors or amounts constrained due to constitutional provisions or enabling legislation.
- c) Committed Includes fund balance amounts that are constrained for specific purposes that are internally imposed by the City through formal action of the highest level of decision making authority. The City Council is the highest level of decision making authority that can, by adoption of an Ordinance prior to the end of the fiscal year, commit fund balance. Once adopted, the limitation imposed by the ordinance remains in place until a similar action by City Council is taken (the adoption of another ordinance) to remove or revise the limitation.
- d) Assigned Amounts in the assigned fund balance classification are intended to be used by the government for specific purposes but do not meet the criteria to be classified as committed. The City Council may assign fund balance as it does when appropriating fund balance to cover a gap between estimated revenue and appropriations in the subsequent year's appropriated budget. Unlike commitments, assignments generally only exist temporarily. In other words, an additional action does not normally have to be taken for the removal of an assignment. Conversely, as discussed above, an additional action is essential to either remove or revise a commitment.
- e) Unassigned Includes the residual balance of the General Fund that has not been assigned to other funds and that has not been restricted, committed, or assigned to specific purposes with the General Fund.

When both restricted and unrestricted sources (the total of committed, assigned, and unassigned fund balance) are available for use, generally it is the City's policy to use restricted resources first. Further, when the components of unrestricted fund balance can be used for the same purpose, committed fund balance is depleted first, followed by assigned fund balance. Unassigned fund balance is applied last.

Cost Sharing Defined Benefit Pension Plans

The City participates in two cost-sharing multiple-employer defined benefit pension plans, the Oklahoma Firefighters Pension & Retirement System (OFPRS) and the Oklahoma Police Pension and Retirement System (OPPRS) (the Plans). For purposes of measuring the net pension asset, liability, deferred outflows of resources and deferred inflows of resources related to the pensions, and pension expense, information about the fiduciary net position of the Plan and additions to/deductions from the Plan's fiduciary net position have been determined on the same basis as they are reported by the Plan. For this purpose, benefit payments (including refunds of employee contributions) are recognized when due and payable in accordance with the benefit terms. Investments are reported at fair value.

Defined Benefit Other Postemployment Benefit Plan

The City has a single-employer defined benefit other postemployment benefit (OPEB) plan, (the OPEB Plan). For purposes of measuring the total OPEB liability, deferred outflows of resources and deferred inflows of resources related to OPEB, and OPEB expense, these line items have been determined on the same basis as they are reported by the OPEB Plan. For this purpose, benefit payments are recognized when due and payable in accordance with the benefit terms.

Deferred outflows/inflows of resources

Deferred outflows of resources represent a consumption of net position that applies to a future period(s) and so will not be recognized as an outflow of resources (expense) until then. The City has a deferred outflow for a bond refunding, which is the difference in the carrying value of refunded debt and its reacquisition price. This amount is deferred or amortized to interest expense over the shorter of the life of the refunded or new debt. In addition, the City has deferred outflows related to pensions or other post employment benefits (OPEB), See Note 4(b) and 4(c) for additional information.

Deferred inflows of resources represent an acquisition of net position that applies to a future period(s) and so will be recognized as an inflow of resources (revenue) until then. The City has a deferred inflow related to pensions and OPEB plans. See Note 4(b) and 4(c) for additional information.

Revenues, Expenditures and Expenses

- a. Property Tax Revenue Property taxes attach an enforceable lien on property as of January 1. Taxes are levied annually on November 1 and are due one-half by December 31 and one-half by March 31. The Tax Assessor's office bills and collects the property taxes and remits to the City its portion. Property taxes not paid prior to April are considered delinquent. Such delinquent tax payments have not historically been material. Delinquent tax payments are received throughout the year and are recognized as revenue in the year received, except for those received within 60 days of year end, which are recognized as revenues as of June 30, 2021 in both the government-wide and fund financial statements.
- b. Sales Taxes Sales taxes are collected by vendors and required to be remitted to the State of Oklahoma by the 20th of the month following collection. The tax is then paid to the City by the 10th of the next month. A two month lag exists between collection by the vendor and payment to the City by the State. Revenue received in July and August from sales made in May and June, respectively, is available for prior year expenses and is accrued in both the government-wide and fund financial statements.
- c. Charges for Service Charges for services consist primarily of charges made by the General Fund for services such as motor pool usage, printing, accounting, data processing, facilities usage and other benefits provided to the other funds of the City.
- d. Intergovernmental Revenues/Capital Grants Earned Revenues from Federal and State operating grants are recognized when expenditures are made. Similarly, capital grants are considered earned when the expenditures are made. The earned portion of capital grants in Proprietary Funds is treated as a capital contribution within the statement of revenues, expenses and changes in fund net position.
- e. *Investment Earnings* Investment earnings on pooled cash and investments are allocated on a prorata basis to the City's funds based on the percentage of each fund's average month-end pooled cash balance.

Use of Estimates - The preparation of financial statements in conformity with accounting principles generally accepted in the United States of America requires management to make estimates and assumptions that affect the reported amounts of assets, deferred outflows of resources, liabilities and deferred inflows of resources and disclosure of contingent assets and liabilities at the date of the financial statements and the reported amounts of revenues and expenses during the reporting period. Actual results could differ from those estimates.

2. RECONCILIATION OF GOVERNMENT-WIDE AND FUND FINANCIAL STATEMENTS

Explanation of certain differences between the governmental fund balance sheet and the government-wide statement of net position – The governmental fund balance sheet includes a reconciliation between fund balance – total governmental funds and net position – governmental activities as reported in the government-wide statement of net position. One element of that reconciliation explains that "long-term liabilities, including bonds payable and net pension and OPEB liabilities (including related deferred outflows/inflows of resources), are not due and payable in the current period and therefore are not reported in the funds." The details of this \$248,621,585 difference are as follows:

General obligation bonds payable	\$ 83,689,389
Sales tax revenue notes payable	100,715,000
Notes payable	1,940,000
Compensated absences	8,706,694
Net OPEB obligation	9,154,430
Net pension liability	55,542,233
Deferred outflows of resources	(20,920,486)
Deferred inflow of resources	8,175,790
Accrued interest payable	 1,618,535
Net adjustment to reduce fund balance - total governmental funds to arrive at	
net position - governmental activities	\$ 248,621,585

Explanation of certain differences between the governmental fund statement of revenues, expenditures, and changes in fund balances and the government-wide statement of activities – The governmental fund statement of revenues, expenditures, and changes in fund balances includes a reconciliation between net changes in fund balances – total governmental funds and changes in net position of governmental activities as reported in the government-wide statement of activities. One element of that reconciliation explains that "Governmental funds report capital outlays as expenditures. However, in the statement of activities the cost of those assets is allocated over their estimated useful lives and reported as depreciation expense." The details of this \$6,849,222 difference are as follows:

Capital outlay	\$ 30,027,735
Depreciation expense	(23,178,513)
Net adjustment to increase net changes in fund balances - total governmental funds	
to arrive at changes in net position of governmental activities	\$ 6,849,222

Another element of that reconciliation states that "Contributed capital assets (land, buildings, and infrastructure) and other miscellaneous capital asset transactions recorded in government-wide financial

statements but not recorded in fund level financial statements." The details of this \$9,985,633 difference are as follows:

Donations of capital assets increase net position in the statement of activities, but do not appear in the governmental funds because they are not financial resouces.

\$ 9,985,633

In the statement of activities, only the gain on the sale of capital assets is reported. However, in the governmental funds, the proceeds from the sale increase financial resources. Thus, the change in net position differs from the change in fund balance by the cost of the capital asset sold.

79,508

The statement of activities reports gains arising from the trade-in of existing capital assets to acquire new capital assets. Conversely, governmental funds do not report any gain or loss on a trade-in of capital assets.

(79,508)

Net adjustment to increase net changes in fund balances - total governmental funds to arrive at changes in net position of governmental activities

\$ 9,985,633

Another element of that reconciliation states that "Some expenses reported in the statement of activities do not require the use of current financial resources and, therefore are not reported as expenditures in the governmental funds." The details of this \$490,460 difference are as follows:

Change in accrued interest payable	\$ (403,187)
Change in net pension and OPEB obligations	133,831
Change in debt issuance premium or discount	 (221,104)
Net adjustment to increase net change in fund balances - total governmental funds	
to arrive at changes in net position of governmental activities	\$ (490,460)

3. STEWARDSHIP, COMPLIANCE AND ACCOUNTABILITY

Budgets and Budgetary Accounting - The City Manager is required by City Charter and the Oklahoma Municipal Budget Act to prepare and submit an annual budget to the City Council. A budget is prepared and legally adopted for the General Fund, Special Revenue Funds, Debt Service Fund, and Capital Projects Fund. These budgets are prepared on a cash basis for revenues, except for accrued interest receivable and other receivables. For budget purposes, expenditures include amounts paid and encumbered, as well as amounts in accounts payable at the end of the fiscal year. Purchase orders, contracts and other commitments for the expenditure of funds are recorded as encumbrances to reserve a portion of the applicable appropriation.

Budgeted expenditures and encumbrances for the budgeted funds cannot exceed the estimated revenues and fund balance, and it is unlawful for the City to create or authorize creation of a deficit in any of these funds. Budgetary control is exercised by function at the fund level. These functional categories include salaries and benefits; supplies and materials; services and maintenance; debt service; and capital outlay. Amendments must be approved by the City Council. The City Manager is authorized to transfer budgeted appropriations within individual funds, but cannot alter the appropriations on a fund level

without City Council approval. Supplemental appropriations within all funds by the City Council during the fiscal year ended June 30, 2021 amounted to \$23,382,776. Unencumbered appropriations lapse at year end while encumbered appropriations are carried over to the ensuing fiscal year until utilized or canceled and are classified within the restricted, committed or assigned fund balance category, as appropriate, based on the criteria of the fund balance classifications.

Oklahoma Statutes also require the City Council each year to make an ad valorem tax levy for a sinking fund (Debt Service Fund) which shall, with cash and investments in the fund, be sufficient to pay all the bonded indebtedness, interest and one-third of all outstanding judgments coming due in the following year.

4. DETAIL NOTES ON ALL FUNDS

Deposits and Investments

Custodial Credit Risk - Deposits — Custodial credit risk is the risk that in the event of a bank failure, the City's deposits may not be returned to it. The City's policy for collateralization is that pledged securities will have a market value of at least 102% of the value of funds on deposit and that collateral be limited to either 1) U.S. Treasury, agency and instrumentality securities or 2) direct debt obligations of municipalities, counties, and school districts in Oklahoma. As of June 30, 2021, none of the City's bank balance of \$144,085,664 was exposed to custodial credit risk. Approximately \$15,134,000 in uninvested cash was in trustee accounts and not considered to be uncollateralized. Also, approximately \$32,318,000 is made available to banking institutions to cover cash availability requirements and is covered by FDIC insurance. As of June 30, 2021, the City's carrying balance of these deposits was \$143,736,540.

Interest Rate Risk – As of June 30, 2021, the City had the following investments subject to interest rate risk:

Investment Type	Fair Value	Weighted Average Maturity (Years)
Money Market Mutual Funds	\$ 64,437,639	0.11
U.S. Treasury Notes	36,047,478	1.11
Federal Home Loan Bank	24,616,038	1.20
Federal Farm Credit Bank	14,002,953	0.98
Federal Home Loan Mortgage Corporation	7,995,840	1.46
Total fair value	\$ 147,099,948	
Portfolio weighted average maturity		0.69

In accordance with its investment policy, the City manages its exposure to declines in fair values by limiting investment maturities to not more than ten years from the date of purchase.

The following schedules reconcile the carrying amounts of deposits and investments above to the government-wide statement of net position:

Primary Government:

Carrying value of deposits -		
Pooled and nonpooled funds	\$	143,736,540
Money market mutual funds		64,437,639
Less: Certificates of deposits classified as investments		(4,000,429)
	C	204 172 750
	\$	204,173,750
Cash as reported on the government-wide		
statement of net position -		
Cash and cash equivalents	\$	70,834,210
Restricted cash and cash equivalents - current		126,154,453
Restricted cash and cash equivalents - long-term		7,185,087
	\$	204,173,750
Carrying value of investments -		
Pooled and nonpooled funds	\$	147,099,948
Site development certificate of deposits		4,000,429
Less: Money market mutual funds classified as cash equivalent		(64,437,639)
	\$	96 662 729
	Ф	86,662,738
As reported on the government-wide		
statement of net position -		
Investments	\$	83,662,309
Restricted investments - current	Ψ	3,000,429
restricted investments - enrent		3,000,723
	\$	86,662,738

Credit Risk – The City's investment policy does not cover credit risk. The City's investments as of June 30, 2021 were rated by Moody's Investor Service and Standard & Poor's as follows:

	<u>Moody's</u>	<u>S & P</u>
Federal Farm Credit Bank	Aaa	AA+
Federal Home Loan Mortgage Corporation	Aaa	AA+
Federal Home Loan Bank	Aaa	AA+
U.S. Treasury Notes	Unrated	Unrated
Money Market Mutual Funds	Unrated	Unrated

Concentration of Credit Risk – The City's investment policy places no limit on the amount the City may invest in any one issuer. More than 5% of the City's investments are in United States Treasury Notes, Federal Home Loan Bank and Federal Farm Credit Bank. These investments are 25%, 17% and 10%, respectively, of the City's total investments. Additionally, the City is invested in three money market

mutual funds; the Federated Hermes Government Obligations Tax Managed Fund, the Federated Treasury Obligations Service Fund and the Cavanal Hill Government Securities Fund, which represents 22%, 16% and 6%, respectively of the City's total investments.

Fiduciary Funds – The City's fiduciary funds are not included in the risks and amounts identified above and are invested in mutual funds traded on public exchanges and have substantially the same risks as the primary government.

Custodial Credit Risk—Investments — For an investment, this is the risk that, in the event of the failure of the counterparty, the City will not be able to recover the value of its investments or collateral securities that are in the possession of an outside party. It is the City's policy to maintain investment securities that are insured or registered in the City's name and held by the City or its agent in the City's name whenever possible. As of June 30, 2021, the City's investment were not exposed to custodial credit risk as all of the City's investments were registered in the name of the City and held by a counterparty.

Investments Measured at Fair Value

The City categorizes its fair value measurements within the fair value hierarchy established by generally accepted accounting principles. The hierarchy is based on the valuation inputs used to measure the fair value of the asset. Level 1 inputs are quoted prices in active markets for identical assets; Level 2 inputs are significant other observable inputs; Level 3 inputs are significant unobservable inputs.

The City has the following recurring fair value measurements as of June 30, 2021:

- US Treasury securities of \$36,047,478 are valued using quoted market prices (Level 1 inputs).
- Federal government agencies securities of \$46,614,831 are valued using quoted market prices of similar assets in an active market (Level 2 inputs).
- Money market mutual funds of \$64,437,639 are valued using quoted market prices (Level 1 inputs).
- Mutual funds of \$118,759,230 reported in the Statement of Fiduciary Net Position are valued using quoted market prices (Level 1 inputs).

Amount Due From Federal Government - The amount shown in both the government-wide and fund financial statements as due from the Federal government represents \$6,257,096 of allowable expenditures under various direct and pass through grants for which the City has requested reimbursement.

Interfund receivables and payables – Interfund receivables and payables for the year ended June 30, 2021:

	Public								Nonmajor								Total		
	Safety					ı	Norman	;	Special	(Govern-								
	General Sales Ta		les Tax	c Capital			Forward		Grants		mental		Enterprise		Internal		Due		
	Fu	ınd	I	Fund		Fund		Fund	Fund			Funds		Fund		Fund		From	
General Fund	\$	-	\$	8,121	\$	315,874	\$	428,924	\$	54,566	\$	131,567	\$	746,255	\$	11,551	\$	1,696,858	
Nonmajor Governmental Funds		2,489				-		-				-			·	•		2,489	
Total Due To	\$ 2	2,489	\$	8,121	\$	315,874	\$	428,924	\$	54,566	\$	131,567	\$	746,255	\$	11,551	\$	1,699,347	

Transfers - Transfers for the year ended June 30, 2021 consisted of the following:

							T	ransfers In								
,			······································	Public												
				Safety	(Capital	1	Norman		Nonmajor			i	nternal		Total
Transfers	(General	8	Sales Tax	P	rojects	ı	Forward	G	overnmental	E	interprise	:	Service		Transfers
Out		Fund		Fund		Fund		Fund		Fund		Funds		Fund		Out
General Fund	\$	-	\$	2,422,192	\$	-	\$	4,800,000	\$	4,555,316	\$	-	\$	-	\$	11,777,508
Nonmajor Governmental Funds		-		-		5,100,000		-		-		204,219		447,167		5,751,386
Capital Projects Fund		3,782,098		375,138		-		4,776,381		-		24,793		-		8,958,410
Norman Forward Fund		187,695										35,000				222,695
Internal Service Fund		68,893		-		-		-		-		•		-		68,893
Enterprise Funds		1,836,890				370,176		<u> </u>						-	_	2,207,066
Total Transfers In	\$	5,875,576	\$	2.797.330	\$	5,470,176	\$_	9,576,381	\$	4,555,316	\$	264.012	\$	447.167	\$_	28,985,958

Transfers are used for varying reasons including but not limited to moving unrestricted general fund revenues to finance various programs that the City must account for in other funds in accordance with budgetary authorizations, including amounts provided as subsidies or matching funds for various grant programs.

The most significant transfers were initiated by the City for the following reasons:

- The Capital Projects Fund transferred \$3,712,098 to the General Fund to pay for the purchase of vehicles and equipment and fund street maintenance projects.
- The Transportation and Parking Fund transferred \$5,100,000 to the Capital Fund to construct a maintenance facility.
- The Debt Services Fund transferred \$447,167 to the Risk Management Internal Service Fund to pay for judgments awarded against the City and funded via the property tax rolls over a three year period.
- The Enterprise Funds transferred \$1,686,058 to the General Fund as a fee in lieu of franchise fees.

- The General Fund transferred \$1,174,377 to the Transportation and Parking Fund to cover operating costs.
- The General Fund transferred \$2,327,776 to the Public Safety Sales Tax Fund to cover operating costs.

Capital Assets – Capital asset activity for the fiscal year ended June 30, 2021 was as follows:

	Beginning Balance	Additions	Deletions	Ending Balance	
Governmental activities:					
Capital assets, not being depreciated:					
Land	\$ 68,360,714	\$ 1,189,828	\$ -	\$ 69,550,542	
Construction in progress	46,139,237	26,526,728	(24,770,051)	47,895,914	
Capital assets, being depreciated:					
Buildings	78,518,652	197,462	(3,743)	78,712,371	
Improvements other than buildings	38,778,496	955,326	-	39,733,822	
Machinery and equipment	44,123,488	16,184,361	(311,025)	59,996,824	
Vehicles	25,041,700	1,865,215	(512,894)	26,394,021	
Infrastructure	630,844,129	17,864,529		648,708,658	
Totals at historical cost	931,806,416	64,783,449	(25,597,713)	970,992,152	
Less accumulated depreciation					
Buildings	(19,953,437)	(2,413,284)	3,743	(22,362,978)	
Improvements other than buildings	(17,074,288)	(1,693,319)	-	(18,767,607)	
Machinery and equipment	(30,826,110)	(3,707,793)	310,995	(34,222,908)	
Vehicles	(16,178,558)	(1,937,853)	512,894	(17,603,517)	
Infrastructure	(373,869,881)	(13,426,264)	<u> </u>	(387,296,145)	
Total accumulated depreciation	(457,902,274)	(23,178,513)	827,632	(480,253,155)	
Governmental activities capital assets, net	\$ 473,904,142	\$ 41,604,936	\$ (24,770,081)	\$ 490,738,997	
Business-type activities:					
Capital assets, not being depreciated:					
Land	\$ 10,417,288	\$ 71,749	\$ -	\$ 10,489,037	
Construction in progress	59,244,490	14,045,365	(38,534,217)	34,755,638	
Capital assets, being depreciated:					
Buildings and improvements	208,119,409	25,392,370	(979,921)	232,531,858	
Machinery and equipment	213,376,331	25,076,009	(1,160,516)	237,291,824	
Totals at historical cost	491,157,518	64,585,493	(40,674,654)	515,068,357	
Less accumulated depreciation					
Buildings and improvements	(113,360,010)	(5,300,536)	743,272	(117,917,274)	
Machinery and equipment	(83,891,934)	(10,983,904)	982,018	(93,893,820)	
Total accumulated depreciation	(197,251,944)	(16,284,440)	1,725,290	(211,811,094)	
Business-type activities capital assets, net	\$ 293,905,574	\$ 48,301,053	\$ (38,949,364)	\$ 303,257,263	

Depreciation expense was charged to functions/programs of the primary government as follows:

Governmental activities:

General government	\$1,994,496
Planning	60,543
City controller	256,387
Parks and recreation	2,387,164
Public works	14,992,829
Public service	202
Public safety	<u>3,486,892</u>
Total depreciation expense – governmental activities	<u>\$23,178,513</u>

Business-type activities:

Westwood park	\$147,477
Utilities authority	14,170,624
Sanitation services	1.966,339
Total depreciation expense – business-type activities	<u>\$16,284,440</u>

Pension Plan Obligations - Each qualified employee participates in one of the three retirement plans in which the City participates. These are The Employee Retirement System of the City of Norman, The Oklahoma Firefighters Pension and Retirement System, and The Oklahoma Police Pension and Retirement System. The City does not maintain the accounting records, hold the investments nor administer the firefighters' or police retirement funds. The police officers' and firefighters' plans are statewide systems administered by the State of Oklahoma. The municipal employees' plan is managed by a separate board of trustees, and the assets are held in custody and administered by two asset managers.

Pension Plan

The City participates in three pension retirement plans:

- Employee Retirement System of the City of Norman A single-employee retirement system.
- Oklahoma Firefighters Pension & Retirement System (OFPRS) A statewide cost-sharing multiple-employer defined benefit pension plan.
- Oklahoma Police Pension & Retirement System (OPPRS) A statewide cost-sharing multipleemployer defined benefit pension plan.

The aggregate total for all pension-related items for all defined benefit plans is as follows:

	Governmental Activities
Pension expense	
Employee Retirement System	\$53,075
OFPRS	10,220,553
OPPRS	5,746,092
	\$16,019,720
Net pension liability (asset)	
Employee Retirement System	\$0
OFPRS	50,653,960
OPPRS	4,888,273
	\$55,542,233
Deferred outflows of resources	
Employee Retirement System	\$0
OFPRS	11,681,630
OPPRS	8,286,872
	<u>\$19,968,502</u>
Deferred inflows of resources	
Employee Retirement System	\$0
OFPRS	3,618,121
OPPRS	1,634,293
	<u>\$5,252,414</u>

A summary of significant data for each of the retirement plans follows:

a. Employee Retirement System of the City of Norman - Plan Description - The Employee Retirement System ("ERS") of the City of Norman is a single-employer public employee retirement system which was established on November 1, 1967 by a City ordinance and amended on January 29, 1985 and July 1, 1991. The ERS was originally established as a defined benefit plan. On July 1, 1991, the City converted that portion of the ERS which related to unretired participants to a money purchase plan under Section 401(a) of the Internal Revenue Code (the "401(a) Plan"). An amount equal to the greater of the participants vested benefits under the ERS or their account balance in the ERS was transferred to a participant account in the 401(a) Plan. The portion of the ERS that relates to retired participants at July 1, 1991 ("the Annuity Pool") remains in existence to pay benefits to those retired employees receiving benefits at July 1, 1991. The activities of the Annuity Pool and the 401(a) Plan are recorded in separate Pension Trust Funds which are included within the City's financial statements.

The ERS does not issue a stand-alone financial report. Overall the defined benefit portion of the ERS plan is not entrical to the City's financial statement as a whole. Therefore the information provided is for informational purposes only and is not intended to comply with the provisions of GASB Statement 68, Accounting and Financial Reporting for Pensions – An Amendment of GASB Statement 27.

The ERS is managed by a Board of Trustees, composed of six members, meeting once a quarter. Members by position include the City Manager, Finance Director and Personnel Director. One additional member is elected by the City Council and the final two members are elected by the American Federation of State, County and Municipal Employees Union membership.

Basis of Accounting – The ERS's financial statements are prepared using the accrual basis of accounting. Employer and plan member contributions are recognized in the period that the contributions are due. Benefits and refunds are recognized when due and payable in accordance with the terms of each plan.

Method Used to Value Investments – ERS plan investments are reported at fair value. Short-term investments are reported at cost, which approximates fair value. Securities traded on national exchanges are valued at the last reported sales price. Investments that do not have an established market are reported at estimated fair value.

As of June 30, 2021, and for the year ended, the ERS held no securities issued by the City or other related parties.

- 1. Annuity Pool As of July 1, 2020, the date of the last actuarial study, the Annuity Pool participants included eight retirees and other beneficiaries who are entitled retirement benefits including a death benefit equal to a lump sum amount equal to the normal retirement as projected for a ten year period of time.
 - At July 1, 2020 the Actuarial Accrued Liability for the Annuity Pool was \$227,079 and the market value of assets in the Annuity Pool was \$162,162. The City's actuary has suggested an annual contribution for a period of ten years commencing July 1, 2021. The actuarial assumptions included (a) 7.25% investment rate of return (net of administrative expenses), (b) no projected salary increases, and (c) no cost of living increases. The actuarial value of assets was determined using techniques that smooth the effects of short-term volatility in the market value of investments over a five-year period. The City contributed \$64,917 to the plan in 2021. The City will make future contributions as needed to make benefit payments should present plan assets be insufficient to do so.
- 2. The 401(a) Plan The 401(a) Plan is a money purchase defined contribution plan under section 401(a) of the Internal Revenue Code. All non-voluntary contributions have been designated by the City as "picked up contributions" pursuant to Internal Revenue Code section 414(h)(2) and are treated as employer contributions for federal income tax purposes.

The City's payroll for employees covered by the 401(a) Plan for the year ended June 30, 2021 was \$31,604,611, and total City payroll was \$62,039,385.

Substantially all full-time, non-uniformed employees of the City are required to participate in the 401(a) Plan. At June 30, 2021, there were 611 plan participants. Participants are required to contribute 6.5% of their compensation to the 401(a) Plan each pay period. This contribution is matched by the City at a rate of 8.5% of payroll. Administrative costs are financed through investment earnings. Participants become vested in the City's contribution as follows:

Years of Service	Vesting Percentage
Less than 2	0%
2	25%
3	50%
4	75%
5	100%

The amount forfeited for the year ended June 30, 2021 was \$118,864. Contributions to the 401(a) Plan for 2021 were \$4,455,386. The contributions expressed in dollars and percent of covered payroll were: City - \$2,751,223, 8.5%, participants - \$2,069,080, 6.5%. The contribution requirements are in accordance with the City ordinance. Plan provisions and contribution requirements are established and may be amended by the City Council.

Trend Information

401(a) Plan	
City's	City's
Required	Percentage
Contribution	Contributed
2,566,797	100%
2,625,655	100%
2,751,223	100%
	City's Required Contribution 2,566,797 2,625,655

Financial Reports – Neither the Annuity Pool nor the 401(a) Plan issues stand-alone financial reports and are not included in the report of a public employee retirement system or a report of another entity. Their financial statements are as follows:

Statement of Net Position June 30, 2021

		Annuity	401(a) Plan	_ , .
Assets	Po	ool Fund	Fund	Total
Investments - mutual funds	\$	215,102	\$ 118,544,128	\$ 118,759,230
Loans to 401(a) Plan participants			3,180,394	3,180,394
Total assets	<u>\$</u>	215,102	\$ 121,724,522	\$ 121,939,624
Liabilities and Net Position				
Net position restricted for pension benefits	\$	215,102	\$ 121,724,522	\$ 121,939,624
Total liabilities and net position	<u>\$</u>	215,102	\$ 121,724,522	\$ 121,939,624

Statement of Changes in Fiduciary Net Position For the Year Ended June 30, 2021

		nnuity ol Fund	4	01(a) Plan Fund		Total
Additions:						
Contributions - employer	\$	64,917	\$	2,686,306	\$	2,751,223
Contributions - employee		-		2,069,080		2,069,080
Investment income (loss)		39,070		29,024,567		29,063,637
Total additions		103,987		33,779,953		33,883,940
Deductions:						
Pension benefits paid		50,286		13,898,938		13,949,224
Administration costs		626			<u> </u>	626
Total deductions	***************************************	50,912		13,898,938		13,949,850
Net increase (decrease)		53,075		19,881,015		19,934,090
Net position restricted for pension and retirement benefits:						
Beginning of year		162,027	1	101,843,507		102,005,534
End of year	\$	215,102	\$ 1	121,724,522	<u>\$</u>	121,939,624

b. Oklahoma Firefighters Pension and Retirement System (OFPRS)

Plan Description - Members of the City's Fire Department are covered by the Oklahoma Firefighters Pension and Retirement System (OFPRS), which is a statewide cost sharing multiple-employer public employee retirement system (the OFPRS Plan). The plan is administered by a board of trustees (the Board) appointed under state statute. Benefit provisions are contained in the Plan document and were established and can be amended by action of the OFPRS' board of trustees. The plan issues a publicly available financial report that can be obtained at www.ok.gov/fprs/.

Benefits Provided – In general, the OFPRS Plan provides defined retirement benefits based on members' final average compensation, age, and term of service. In addition, the retirement program provides for benefits upon disability and to survivors upon death of eligible members. The Plan's benefits are established and amended by state statute. Retirement provisions are as follows:

<u>Hired Prior to November 1, 2013</u> – Normal retirement is attained upon completing 20 years of service. The normal retirement benefit is equal to 50% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service.

<u>Hired After November 1, 2013</u> - Normal retirement is attained upon completing 22 years of service. The normal retirement benefit is equal to 55% of the member's final average compensation. Final average compensation is defined as the monthly average of the highest 30 consecutive months of the last 60 months of participating service. Also must be age 50 to begin receiving benefits.

All firefighters are eligible for immediate disability benefits. For paid firefighters, the disability in-the-line-of-duty benefit for firefighters with less than 20 years of service is equal to 50% of final average monthly compensation, based on the most recent 30 months of service. For firefighters with over 20 years of service, a disability in-the-line-of-duty is calculated based on 2.5% of final average monthly compensation, based on the most recent 30 months, per year of service, with a maximum of 30 years of service. For disabilities not-in-the-line-of-duty, the benefit is limited to only those with less than 20 years of service and is 50% of final average monthly compensation, based on the most recent 60-month salary as opposed to 30 months.

A \$5,000 lump sum death benefit is payable to the qualified spouse or designated recipient upon the participant's death. The \$5,000 death benefit does not apply to members electing the vested benefit.

Firefighters hired prior to November 1, 2013, with 20 or more years of service may elect to participate in the Oklahoma Firefighters Deferred Retirement Option Plan (the "Deferred Option Plan"). Firefighters hired after November 1, 2013, with 22 or more years of service may elect to participate in the Deferred Option Plan. Active participation (having benefit payments credited to the account) in the Deferred Option Plan shall not exceed 5 years. Under the Deferred Option Plan, retirement benefits are calculated based on compensation and service at the time of election. The retirement benefits plus half of the municipal contributions on behalf of the participant are deposited into a deferred retirement account. The Deferred Option Plan accounts are credited with interest at a rate of 2% below the rate of return on the investment portfolio of the Plan, with a guaranteed minimum interest rate equal to the assumed actuarial interest rate of 7.5%, as approved by the Board. The participant is no longer required to make contributions. Upon retirement, the firefighter receives his/her monthly retirement benefit as calculated at the time of election. The member can elect to either leave the account balance accumulated in the Deferred Option Plan account or they can elect to have the balance paid to them either as a lump sum or in specified monthly payments. If the member elects to leave their account balance in the Deferred Option Plan account, they will continue to earn interest on their balance at the rate described above; however, no more benefit payments will be credited to their account. The member can leave their account balance in the Deferred Option Plan account until the age of 70½. When the member reaches 70½ years of age, they must either begin receiving regular monthly payments, based on the annuity method, or a lump sum distribution.

The Deferred Option Plan was modified effective November 1, 2013, to limit post-retirement interest for new members to a rate of return on the portfolio, less a 1% administrative fee. In addition, the members participating must withdraw all money by the age of 70½.

In the 2003 Legislative Session, Senate Bill 286 and House Bill 1464 created a "Back" DROP for members of the System effective July 1, 2003. The "Back" DROP is a modified deferred retirement option plan. The "Back" DROP allows the member flexibility by not having to commit to terminate employment within 5 years. Once a member has met their normal retirement period of 20 years for those hired prior to November 1, 2013, and 22 years for those hired after November 1, 2013, the member can choose, upon retirement, to be treated as if the member had entered into the Deferred Option Plan. A member, however, cannot receive credit to the Deferred Option Plan account based upon any years prior to when the member reached their normal retirement date. Once a member is ready to retire, the member can make the election to participate in the "Back" DROP and can receive a Deferred Option Plan benefit based upon up to 5 years of participation. The member's regular retirement benefit will not

take into account any years of service credited to the "Back" DROP. Firefighters with 20 years of service or who were receiving pension benefits as of May 26, 1983, are entitled to post-retirement adjustments equal to one-half the increase or decrease for top-step firefighters. Pensions will not be adjusted below the level at which the firefighter retired.

Contributions – The Board has the authority to establish and amend the contribution requirements of the City and active employees. Members of the OFPRS are required to pay 9% of their base pay to the pension plan until they reach 20 years of service, after which no contributions are required. The City is contractually required to pay 14% of base salary. For the year ended June 30, 2021, the total contribution to the system amounted to \$2,946,387 of which \$1,793,453 was made by the City and \$1,152,934 was made by the employees. These contributions represent 14% (City) and 9% (member) of covered payroll, actuarially determined as an amount that is expected to finance the costs of benefits earned by employees during the year, with any additional amount to finance any unfunded accrued liability. The total amount contributed to the system by the State of Oklahoma on behalf of the City was approximately \$4,259,000 and does not meet the criteria of a special funding situation.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2021, the City reported a liability of \$50,653,960, for its proportionate share of the net pension liability. The net pension liability was measured as of June 30, 2020, and the total pension liability used to calculate the net pension liability was determined by an actuarial valuation as of July 1, 2020. The City's proportion of the net pension liability was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2020, the City's proportion was 4.111812%

For the year ended June 30, 2021, the City recognized pension expense of \$10,220,553. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

		Deferred utflows of Resources	Deferred Inflows of Resources		
Differences between expected and actual experience	\$	6,455,866	\$	679,652	
Changes of assumptions or other inputs		-		858,384	
Employer change in proportion and differences between contributions recognized and proportionate share of contributions		2,687,756		2,080,085	
Net difference between projected and actual earnings on pension plan investments		744,555		-	
City's contributions subsequent to the measurement date		1,793,453		<u> </u>	
Total	\$	11,681,630	\$	3,618,121	

At June 30, 2021, the City reported \$1,793,453 as deferred outflows of resources related to pensions resulting from City's contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ending June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources totaling \$6,270,056 related to pensions will be recognized as a (reduction) or increase in pension expense as follows:

2022	\$ 1,236,671
2023	2,160,937
2024	1,653,002
2025	 1,219,446
	\$ 6,270,056

Actuarial Assumptions – The total pension liability in the July 1, 2020, actuarial valuations was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.750/ commounded annually
inilation	2.75%, compounded annually

Salary increases 2.75% to 10.5%, average, including inflation

Ad hoc cost of living adjustments Half of the dollar amount of a 2.75%

Assumed increase in base pay for retirees with 20 years of service as of May 26, 1983, no increase

afterwards

Investment rate of return 7.5%, net of pension plan investment expense

Mortality rates were based on the Pub-2010 Public Safety Table with generational mortality improvement using MP-2018 (RP-2000 Blue Collar Healthy Combined with generational mortality improvement using Scale AA for healthy lives and no mortality improvement for disabled lives in 2018).

The actuarial assumptions used in the July 1, 2020 valuation were based on the results of an actuarial experience study for the period July 1, 2013 through June 30, 2018.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summaried in the following table:

		Long-Term Expected
Asset Class	Target Allocation	Real Rate of Return
Fixed Income	20%	4.38%
Domestic Equity	42%	7.41%
International Equity	20%	9.82%
Real Estate	10%	7.70%
Other Assets	<u>8%</u>	5.67%
	100%	

Discount Rate – The single discount rate used to measure the total pension liability was 7.5% for the measurement period ended June 30, 2020. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that participating employer contributions will be made at contractually required rates, actuarially determined. Based on these assumptions, the penion plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability to Changes in the Discount Rate – The City's proportionate share of the net pension liability has been calculated using a discount rate of 7.5%. The following presents the City's proportionate share of the net pension liability calculated using a discount rate 1% higher and 1% lower than the current rate.

	Current					
	1%	6.5%)	Dis	count Rate (7.5%)	19	% Increase (8.5%)
City's proportionate share of the net						
pension liability	\$	65,783,495	\$	50,653,960	\$	37,995,695

Pension Plan Fiduciary Net Position – Detailed information about the pension plan's fiduciary net position is available in the separately issued OFPRS Plan financial report, which can be located at www.ok.gov/fprs/.

c. Oklahoma Police Pension and Retirement System (OPPRS)

Plan Description - Members of the City's Police Department are covered by the Oklahoma Police Pension and Retirement System (OPPRS), which is a statewide cost sharing multiple-employer public employee retirement system (the OPPRS Plan). The plan is administered by a board of trustees (the Board) appointed under state statute. Benefit provisions are contained in the Plan document and were established and can be amended by action of the OPPRS' board of trustees. The plan issues a publicly available financial report that can be obtained at www.ok.gov/OPPRS/.

Benefits Provided – In general, the OPPRS Plan provides defined retirement benefits based on members' final average compensation, age, and term of service. In addition, the retirement program provides for benefits upon disability and to survivors upon death of eligible members.

The Plan's benefits are established and amended by state statute. Retirement provisions are as follows:

- The normal retirement date under the Plan is the date upon which the participant completes 20 years of credited service, regardless of age. Participants become vested upon completing 10 years of credited service as a contributing participant of the Plan. No vesting occurs prior to completing 10 years of credited service. Participants' contributions are refundable, without interest, upon termination prior to normal retirement. Participants who have completed 10 years of credited service may elect a vested benefit in lieu of having their accumulated contributions refunded. If the vested benefit is elected, the participant is entitled to a monthly retirement benefit commencing on the date the participant reaches 50 years of age or the date the participant would have had 20 years of credited service had employment continued uninterrupted, whichever is later.
- Monthly retirement benefits are calculated at 2.5% of the final average salary (defined as the average paid base salary of the officer over the highest 30 consecutive months of the last 60 months of credited service) multiplied by the years of credited service, with a maximum of 30 years of credited service considered.
- Monthly benefits for participants due to permanent disability incurred in the line of duty are 2.5% of the participants' final average salary multiplied by 20 years. This disability benefit is reduced by stated percentages for partial disability based on the percentage of impairment. After 10 years of credited service, participants who retire due to disability incurred from any cause are eligible for a monthly benefit based on 2.5% of their final average salary multiplied by the years of service. This disability benefit is also reduced by stated percentages for partial disability based on the percentage of impairment. Effective July 1, 1998, once a disability benefit is granted to a participant, that participant is no longer allowed to apply for an increase in the dollar amount of the benefit at a subsequent date.
- Survivor's benefits are payable in full to the participant's beneficiary upon the death of a retired participant. The beneficiary of any active participant killed in the line of duty is entitled to a pension benefit. Effective July 1, 1999, a \$5,000 death benefit is also paid, in addition to any survivor's pension benefits under the Plan, to the participant's beneficiary or estate for active or retired members.
- The Deferred Option allows participants otherwise eligible for a normal retirement benefit to defer terminating employment and drawing retirement benefits for a period not to exceed 5 years. Under the Deferred Option, retirement benefits are calculated based on compensation and service at the time of election and a separate account is established for each participant. During the participation period, the employee's retirement benefit is credited to the participant's account along with a portion of the employer's contribution and interest. Interest is credited at a rate of 2% below the rate of return on the investment portfolio of the Plan, with a guaranteed minimum interest equal to the assumed actuarial interest of 7.5%. Employee contributions cease once participation in the Deferred Option is elected. At the conclusion of participation in the Deferred Option, the participant will receive the balance in the separate account under payment terms allowed by the Deferred Option and will then begin receiving retirement benefit payments as calculated at the time of election.
- In the 2003 Legislative Session, Senate Bill 688 and House Bill 1464 created a "Back" DROP for members of the System. The "Back" DROP is a modified deferred retirement option plan. The "Back" DROP allows the member flexibility by not having to commit to terminate

employment within 5 years. Once a member has met their normal retirement period of 20 years, the member can choose, upon retirement, to be treated as if the member had entered into the "Back" DROP. A member, however, cannot receive credit to the "Back" DROP account based upon any years prior to when the member reached their normal retirement date. Once a member is ready to retire, the member can make the election to participate in the "Back" DROP and can receive a "Back" DROP benefit based upon up to 5 years of participation. The member's regular retirement benefit will not take into account any years of service credited to the "Back" DROP.

- In 2006, the Board approved a method of payment called the Deferred Option Payout Provision (the "Payout Provision"). The Payout Provision allows a retired member who has completed participation in the Deferred Option or the "Back" DROP the ability to leave their account balance in the Plan. The retired member's account balance will be commingled and reinvested with the total assets, and therefore the member will not be able to direct their personal investments. Written election must be made to the Board no more than 30 days following the termination of employment.
- Upon participating in the Payout Provision, a retired member shall not be guaranteed a minimum rate of return on their investment. A retired member shall earn interest on their account as follows:
 - a) The retired member shall earn two percentage points below the net annual rate of return of the investment portfolio of the System.
 - b) If the portfolio earns less than a 2% rate of return, but more than zero, the retired member shall earn zero percentage points.
 - c) If the portfolio earns less than zero percentage points, there shall be a deduction from the retired member's balance equal to the net annual rate of return of the investment portfolio of the System.

Interest as earned above shall be credited to the retired member's account.

The Oklahoma Legislature has the authority to grant percentage increases or special one-time payments to persons receiving benefits from the Plan. Additionally, certain retirees are entitled to receive a cost-of-living adjustment (COLA) when a COLA is granted to active police officers in the retiree's city. Participants eligible to receive both types of benefit increases are to receive the greater of the legislative increase or the benefit increase the participant would receive pursuant to the COLA provision.

Contributions – The Board has the authority to establish and amend the contribution requirements of the City and active employees. Members of the OPPRS are required to pay 8% of their base pay to the pension plan. The City is contractually required to pay 13% of base salary. For the year ended June 30, 2021, the total contribution to the system amounted to \$2,768,570 of which \$1,712,101 was made by the City and \$1,056,469 was made by the employees. These contributions represent 13% (City) and 8% (member) of covered payroll, actuarially determined as an amount that is expected to finance the costs of benefits earned by employees during the year, with an additional amount to finance any unfunded accrued liability. The total amount contributed to the system by the State of Oklahoma on behalf of the City was approximately \$1,715,000 and does not meet the criteria of a special funding situation.

Pension Liabilities, Pension Expense, and Deferred Outflows of Resources and Deferred Inflows of Resources Related to Pensions – At June 30, 2021, the City reported a liability of \$4,888,273, for its proportionate share of the net pension liability (asset). The net pension liability (asset) was measured as of June 30, 2020, and the total pension asset used to calculate the net pension liability (asset) was determined by an actuarial valuation as of July 1, 2020. The City's proportion of the net pension liability (asset) was based on a projection of the City's long-term share of contributions to the pension plan relative to the projected contributions of all participating employers, actuarially determined. At June 30, 2021, the City's proportion was 4.2564%

For the year ended June 30, 2021, the City recognized pension expense of \$5,746,092. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to pensions from the following sources:

	0	Deferred utflows of esources	 rred Inflows Resources
Differences between expected and actual experience	\$	126,463	\$ 1,327,526
Change in assumptions or other inputs		502,168	-
Employer change in proportion and differences between contributions recognized and proportionate share of contributions		178,740	306,767
Net difference between projected and actual earnings on pension plan investments		5,767,400	-
City's contributions subsequent to the measurement date		1,712,101	 _
Total	\$	8,286,872	\$ 1,634,293

At June 30, 2021, the City reported \$1,712,101 as deferred outflows of resources related to pensions resulting from City's contributions subsequent to the measurement date that will be recognized as a reduction of the net pension liability in the year ending June 30, 2022. Other amounts reported as deferred outflows of resources and deferred inflows of resources totaling \$4,940,478 related to pensions will be recognized as a (reduction) or increase in pension expense as follows:

2022	\$	680,369
2023		1,445,551
2024		1,871,045
2025		1,080,635
2026		(137,121)
	\$	4 940 478

Actuarial Assumptions – The total pension liability in the July 1, 2020, actuarial valuations was determined using the following actuarial assumptions, applied to all periods included in the measurement:

Inflation	2.75%, compounded annually
Salary increases	3.5% to 12%, average, including inflation
Cost of living adjustments	Police officers eligible to receive increased
	benefits according to repealed Section 50-120 of
	Title 11 of the Oklahoma Statutes pursuant to a
	court order receive an adjustment of 1/3 to 1/2
	of the increase or decrease of any adjustment to
	the base salary of a regular police officer, based
	on an increase in base salary.
Investment rate of return	7.5%, net of pension plan investment expense.

Mortality rates were based on the RP-2000 Blue Collar Healthy Combined with generational mortality improvement using Scale AA with age set back four years for active, pre-retirement employees. For active post-retirement employees, mortality rates were based on the RP-2000 Blue Collar Healthy Combined index with generational mortality improvement using Scale AA. For disabled pensioners, mortality rates index were based on the RP-2000 Blue Collar Healthy Combined index with age set forward four years.

The actuarial assumptions used in the July 1, 2020 valuation was based on the results of an actuarial experience study for the period July 1, 2012 through June 30, 2017.

The long-term expected rate of return on pension plan investments was determined using a building-block method in which best-estimate ranges of expected future real rates of return (expected returns, net of pension plan investment expense and inflation) are developed for each major asset class. These ranges are combined to produce the long-term expected rate of return by weighting the expected future real rates of return by the target asset allocation percentage and by adding expected inflation. The target allocation and best estimates of arithmetic real rates of return for each major asset class are summaried in the following table:

Asset Class	Target Allocation	Long-Term Expected Real Rate of Return
Fixed Income	25%	5.11%
Domestic Equity	35%	6.80%
International Equity	15%	11.45%
Real Estate	10%	8.60%
Private Equity	10%	11.58%
Other Assets	<u>5%</u>	0.00%
	100%	

Discount Rate – The single discount rate used to measure the total pension liability was 7.5% for the measurement period ended June 30, 2020. The projection of cash flows used to determine the discount rate assumed that employee contributions will be made at the current contribution rate and that participating employer contributions will be made at contractually required rates,

actuarially determined. Based on these assumptions, the penion plan's fiduciary net position was projected to be available to make all projected future benefit payments of current active and inactive employees. Therefore, the long-term expected rate of return on pension plan investments was applied to all periods of projected benefit payments to determine the total pension liability.

Sensitivity of the City's Proportionate Share of the Net Pension Liability (Asset) to Changes in the Discount Rate – The City's proportionate share of the net pension liability (asset) has been calculated using a discount rate of 7.5%. The following presents the City's proportionate share of the net pension liability (asset) calculated using a discount rate 1% higher and 1% lower than the current rate.

	Current					
	19	% Decrease (6.5%)	Dis	scount Rate (7.5%)	19	% Increase (8.5%)
City's proportionate share of the net						
pension liability (asset)	\$	17,268,257	\$	4,888,273	\$	(5,582,609)

Pension Plan Fiduciary Net Position – Detailed information about the pension plan's fiduciary net position is available in the separately issued OPPRS Plan financial report, which can be located at www.ok.gov/OPPRS/.

Other Postemployment Benefits

Plan Description – The City provides postemployment healthcare benefits (OPEB) for retired employees and their dependents through the City of Norman Postretirement Medical Plan (the Plan), a single-employer defined benefit healthcare plan. The benefits, coverage levels, employee contributions and employer contributions are governed by the City and can be amended by the City through its personnel manual and union contracts.

Benefits Provided – The City provides postretirement healthcare benefits to its retirees. The Plan covers all current retirees who elected postretirement medical coverage through the City and future retired general employees, police officers and firefighters.

All healthcare benefits are provided through the City's self insured health plan. The benefit levels are the same as those afforded to active employees. Benefits include general inpatient and outpatient medical services and prescriptions. General employees are eligible for membership in the Plan if they retire from the City with eight years of service and with age and service totaling 70 points. Police officers and firefighters are eligible for benefits under the Plan if they retire from the City with 20 years of service. Coverage for dependants can continue upon the death of the retiree. Spouses of employees who die in active service eligible for benefits can receive coverage.

Membership – At July 1, 2020, membership consisted of:

Retirees and beneficiaries currently receiving benefits	52
Terminated employees entitled to benefits but not yet receiving them	0
Active employees	<u>695</u>
Total	747

Funding Policy – The plan participants are responsible for paying the full cost of their medical premium and the City is responsible for the claims and expenses in excess of participant contributions. As of June 30, 2021, no assets have been accumulated in a trust that meets the criteria in paragraph 4 of Statement 75. The net claims and expenses paid by the City are funded on a pay-as-you-go basis.

OPEB Liabilities, OPEB Expense, Deferred Outflows of Resources and Deferred Inflows of Resources Related to OPEB – At June 30, 2021, the City reported a liability of \$9,154,430. The total OPEB liability was measured as of June 30, 2021, the total OPEB liability was determined by an actuarial valuation at July 1, 2019 calculated based on the discount rate and actuarial assumptions and was then projected forward to the measurement date. No acturarial experience study has been performed.

For the year ended June 30, 2021, the City recognized OPEB expense of \$115,969. At June 30, 2021, the City reported deferred outflows of resources and deferred inflows of resources related to OPEB from the following sources:

	Ou	eferred tflows of sources	Deferred Inflows of Resources	
Differences between expected and actual experience	\$	635,537	\$	1,291,868
Change in assumptions or other inputs		233,831		1,631,508
Total	\$	869,368	\$	2,923,376

At June 30, 2021, amounts reported as deferred outflows of resources and deferred inflows of resources totaling \$2,054,008 related to OPEB will be recognized as a (reduction) or increase in OPEB expense as follows:

2022	\$ (464,675)
2023	(464,675)
2024	(521,016)
2025	(545,164)
2026	(29,373)
Thereafter	(29,105)

Actuarial Assumptions – The total OPEB liability in the July 1, 2019, actuarial valuations was determined using the following actuarial assumptions, applied to all periods included in the measurement:

\$(2,054,008)

Acturial cost method

Amortization method

Level percent or level dollar

Closed, open, or layered periods

Amortization period at July 1, 2019

Entry Age Normal

Level percent

Open

30 years

Amortization growth rate	2.50%
Inflation	2.20%
Discount rate for valuing liabilities	2.16%, based on the Bond Buyer 20 year General Obligation Index
Healthcare cost trend rates	8.4%/8.4% for non-Medicare/Medicare claims in 2019, gradually decreasing to an ultimate rate of 3.7%/3.7% for 2073 and beyond. 15.9% for dental claims in 2019 and 3.9% afterward
Mortality rates	for AFSCME and non-union participants: Pub-2010 General mortality tables for employees, retirees and contingent survivors, projected generationally using scale MP-2019. For FOP and IAAF participants: Pub-2010 Safety mortality tables for employees, retirees and contingent survivors, projected generationally using scale MP-2019.

	Changes in Total OPEB Liability		
Balance, beginning of year, July 1, 2020	\$	8,762,331	
Changes for the year:			
Service Cost		381,282	
Interest on total OPEB Liability		199,362	
Effect of economic/demographic gains or losses		-	
Effect of assumptions changes or inputs		58,255	
Benefit payments		(246,800)	
Net changes		392,099	
Balance, end of year, June 30, 2021	\$	9,154,430	

Sensitivity of the City's Total OPEB Liability to Changes in the Discount Rate – The City's total OPEB liability has been calculated using a discount rate of 2.16%. The following presents the City's total OPEB liability calculated using a discount rate 1% higher and 1% lower than the current rate.

	Current			
	1% Decrease (1.16%)	Discount Rate (2.16%)	1% Increase (3.16%)	
Total OPEB liability	\$ 10,116,303	\$ 9,154,430	\$ 8,294,800	

Sensitivity of the City's Total OPEB Liability to Changes in the current healthcare cost trend rates – The City's total OPEB liability has been calculated using a current healthcare cost trend rate (see assumptions). The following presents the City's total OPEB liability calculated using a current healthcare cost trend rate 1% higher and 1% lower than the current rate.

1% Decrease C	urrent Rate	1% Increase
---------------	-------------	-------------

Total OPEB liability

\$ 7,922,218 \$

9,154,430 \$

10,638,942

Guaranty Deposits - At June 30, 2021, the guaranty deposit accounts of the City included the following deposit liabilities:

Governmental activities:

Oil and gas drilling escrow	\$239,600
Site improvements	6,433,847
Contractor's escrow	98,418
Park improvement	8,615
Court fines and bond deposits	25,576
Others	327,909
Total governmental activities	\$7,133,965

Business-type activities:

Utility deposits \$1,791,742

The above liabilities and related cash and cash equivalents have been presented as restricted assets in both the government-wide and fund financial statements.

Long-Term Debt

a. General Obligation Bonds - General obligation bonds have been approved by the voters and issued by the City for various municipal improvements. These bonds are required to be fully paid within 25 years from the date of issue and are backed by the full faith and credit of the City.

Bonds, backed by property taxes, whose proceeds are dedicated to streets, rights-of-way, and limited access facilities, together with outstanding judgments against the City, are limited in total by State statute to 10 percent of the net assessed valuation of taxable property in the City. At June 30, 2021, the net assessed valuation approximated \$1,117,000,000 or \$1.1 billion. The City had no such bonds outstanding at June 30, 2021. There is no such limit on the issuance of other types of general obligation bonds.

General obligation bonds outstanding as of June 30, 2021 are as follows:

\$20,050,000 2012D General Obligation bonds (publicly traded), due in annual installments of \$1,055,000 to \$1,060,000 beginning December 1, 2014 through December 1, 2032 at interest rates ranging from 2.5% to 3.0% (for various street reconstruction project	\$ 12,665,000
\$22,525,000 2015 General Obligation bonds (publicly traded), due in annual installments of \$1,185,000 to \$1,195,000 beginning June 1, 2017 through June 1, 2035 at interest rates ranging from 0.5% to 4.00% (for various street reconstruction projects)	16,600,000
\$7,775,000 2016A General Obligation bonds (publicly traded), due in annual installments of \$365,000 to \$795,000 beginning June 1, 2017 through July 1, 2027 at interest rates ranging from 4.0% to 5.0% (for refunding of the City's Series 2005A and 2007A Combined Purpose Bonds)	3,910,000
\$10,000,000 2019A General Obligation bonds (publicly traded), due in annual installments of \$5,000,000 beginning June 1, 2021 through June 1, 2022 at an interest rate of 2.5% (for various street reconstruction projects)	5,000,000
\$20,000,000 2019B General Obligation bonds (publicly traded), due in annual installments of \$1,050,000 to \$1,100,000 beginning June 1, 2021 through June 1, 2039 at interest rates ranging from 2.0% to 3.0% (for various street reconstruction projects)	18,950,000
\$11,250,000 2020A General Obligation bonds (publicly traded), due in annual installments of \$590,000 to \$630,000 beginning August 1, 2021 through August 1, 2040 at interest rates ranging from 2.0% to 2.125% (for a building renovation project)	11,250,000
\$13,500,000 2021 General Obligation bonds (publicly traded), due in annual installments of \$3,375,000 beginning June 1, 2022 through June 1, 2026 at interest rates ranging from 0.25% to 1.5% (for various street reconstruction projects)	13,500,000
Total general obligation bonds	\$ 81,875,000

Annual debt service requirements to maturity for general obligation bonds are as follows:

Fiscal Year	Principal		Interest	Total		
2022	\$ 9,085,000	\$	2,136,629	\$	11,221,629	
2023	8,050,000		1,760,635		9,810,635	
2024	8,050,000		1,619,097		9,669,097	
2025	8,045,000		1,452,246		9,497,246	
2026	7,625,000		1,265,344		8,890,344	
2027 - 2031	19,765,000		4,382,831		24,147,831	
2032 - 2036	15,065,000		1,846,962		16,911,962	
2037 - 2040	 6,190,000		348,141		6,538,141	
Total	\$ 81,875,000	\$	14,811,885	\$	96,686,885	

b. Revenue Bonds - Revenue Bonds outstanding consist of debt issued by the NUA. The bonds are not indebtedness of the State of Oklahoma or of the City, but are obligations payable solely from resources of the NUA.

The revenue bonds outstanding as of June 30, 2021 are as follows:

\$2,315,000 Norman Municipal Authority, Recreation Facilities Revenue Bonds, Series 2002 (publicly traded), due in annual installments of \$75,000 to \$195,000 from June 1, 2004 through June 1, 2022 at interest rates from 3.5% to 6.125%

\$ 195,000

195,000

Total revenue bonds

Annual debt service requirements to maturity for revenue notes/bonds are as follows:

Fiscal Year	Principal		Interest		Total	
2022	\$	195,000	\$	11,944	\$	206,944
Total	\$	195,000	\$	11,944	\$	206,944

The Municipal Revenue Bonds Series 2002 (\$2,315,000) are collateralized by the revenues from the operation of the Westwood facility and room tax revenue collected by the City as defined in the bond indenture. Proceeds were used to complete capital project improvements to the golf course property. As stated above, the bonds are payable solely from Westwood facility operations and room tax collections and are payable through 2022. Annual principal and interest payments on the bonds are expected to require approximately 12 percent of net revenues. The total principal and interest remaining to be paid on the bonds is \$206,944. Principal and interest paid for the current year was \$202,969. Total Westwood revenues and room tax collections were \$4,554,763 for the current year.

Certain of the bonds may be called for redemption prior to maturity at the option of NUA in accordance with the redemption terms stated in the bond indentures. In the event of a default, the bonds shall become due and payable on demand in an amount equal to the principal outstanding plus all interest accrued thereon and which will accrue thereon the date of payment, provided upon written concurrence of all the Credit Facility Providers, if any.

c. *Notes Payable* - Notes payable as of June 30, 2021 are as follows:

\$17,505,000 Norman Utilities Authority, Utility Revenue Notes, Refunding Series 2015 (direct placement), due in annual installments of \$730,000 to \$1,315,000 from November 1, 2015 to November 1, 2026, at an interest rate of 2.13%

7,640,000

\$22,825,000 Norman Municipal Authority Revenue Note, Taxable Series 2015 (direct placement), due in annual payments ranging from \$900,000 to \$1,185,000 beginning September 1, 2016 through March 1, 2027. The loan has a 2.33% interest rate.

13,255,000

\$43,160,000 Norman Municipal Authority Revenue Note, Taxable Series 2015B (direct placement), due interest annual payments ranging from \$500,000 to \$5,845,000 beginning January 1, 2017 through January 1, 2029. The loan has a 2.98% interest rate.

37,260,000

\$30,950,000 Norman Municipal Authority Revenue Note, Taxable Series 2017 (direct placement), due in annual payments ranging from \$400,000 to \$3,450,000 beginning January 1, 2018 through July 1, 2030. The loan has a 3.00% interest rate.

27,950,000

\$9,380,000 Norman Utilities Authority Revenue Note, Refunding Series 2016, due in annual installments ranging from \$190,000 to \$755,000 beginning September 1, 2016 through September 1, 2030. The loan has a 2.23% interest rate.

6,550,000

\$6,105,000 Norman Municipal Authority Revenue Note, Taxable Series 2017B (direct placement), due in annual payments ranging from \$490,000 to \$655,000 beginning June 1, 2018 through December 1, 2022. The loan has a 2.16% interest rate.

1,940,000

\$22,250,000 Norman Municipal Authority Revenue Note, Taxable Series 2020 (direct placement), due in annual payments ranging from \$900,000 to \$5,000,000 beginning July 1, 2021 through July 1, 2031. The loan has a 2.29% interest rate.

22,250,000

Authorized, but not issued, \$8,250,000 Norman Tax Increment Finance Authority Norman University North Park Project Plan Tax Apportionment Revenue Note, Series 2011 (direct placement), due in annual installments beginning July 1, 2012 through June 30, 2031, at interest rates not to exceed 8%.

Authorized, but not issued, \$8,250,000 Norman Tax Increment Finance Authority Norman University North Park Project Plan Revenue Note, Series 2011 (direct placement), due in annual installments beginning July 1, 2012 through June 30, 2031, at interest rates not to exceed 8%.

Total notes payable

\$ 116,845,000

Annual debt service requirements to maturity for direct placement notes payable are as follows:

Fiscal Year		Principal	Interest		Total
2022	\$	11,373,964	\$ 3,019,536	\$	14,393,500
2023		12,259,124	2,732,977		14,992,101
2024		12,659,318	2,437,481		15,096,799
2025		13,089,548	2,127,775		15,217,323
2026		13,374,812	1,798,853		15,173,665
2027 - 2031		59,964,246	4,286,774		64,251,020
2032 - 2036		6,291,202	252,667		6,543,869
2037 - 2040		4,332,786	87,040		4,419,826
Less unfunded notes *		(16,500,000)	 (1,179,296)		(17,679,296)
Total	<u>\$</u>	116,845,000	\$ 15,563,807	<u>\$</u>	132,408,807

Certain of the bonds may be called for redemption prior to maturity at the option of NUA/NMA in accordance with the redemption terms stated in the bond indentures. In the event of a default, the bonds shall become due and payable on demand in an amount equal to the principal outstanding plus all interest accrued thereon and which will accrue thereon the date of payment, provided upon written concurrence of all the Credit Facility Providers, if any.

d. Oklahoma Water Resource Board (OWRB) Notes Payble – OWRB notes payable as of June 30, 2021 are as follows:

\$4,964,024 Clean Water SRF direct borrowing loan payable to the OWRB due in annual installments ranging between \$212,595 and \$349,740 beginning September 15, 2013 through March 15, 2031. The loan has a 2.91% interest rate.

\$ 3,143,593

\$50,300,000 Clean Water SRF direct borrowing loan payable to the OWRB due in annual installments ranging from \$1,410,000 to \$3,880,000 beginning March 15, 2015 and ending September 15, 2029. The loan has a 1.75% interest rate with a .5% administration fee.

22,851,658

Authorized, but not fully issued, \$31,000,000 Drinking Water SRF direct borrowing loan payable to the OWRB due in annual payments ranging from \$1,140,000 to \$1,935,000 beginning October 1, 2019 through October 1, 2039. The loan has a 2.82% interest rate.

27,900,000

\$12,000,000 Drinking Water direct borrowing loan payable to the OWRB due in annual payments ranging from \$300,000 to \$865,000 beginning October 1, 2019 through October 1, 2038. The loan has an interest rate ranging from 3.2% to 5.2%.

11,290,000

Total OWRB loans payable

\$ 65,185,251

Annual debt service requirements to maturity for notes payable are as follows:

Fiscal Year		Principal	Interest		Total
2022	\$	5,198,250	\$ 1,660,340	\$	6,858,590
2023		5,326,636	1,716,440		7,043,076
2024		5,469,951	1,574,584		7,044,535
2025		5,622,318	1,422,648		7,044,966
2026		5,774,849	1,269,244		7,044,093
2027 - 2031		17,569,769	4,405,753		21,975,522
2032 - 2036		12,034,087	2,362,724		14,396,811
2037 - 2039		8,189,391	 439,196		8,628,587
Total	<u>\$</u>	65,185,251	\$ 14,850,929	<u>\$</u>	80,036,180

e. Applicability of Federal Arbitrage Regulations – Debt issuances of the City and Authorities issued after the Tax Reform Act of 1986 are subject to the federal arbitrage regulations. The arbitrage rebate regulations require that all earnings from the investment of gross proceeds of a bond issue in

excess of the amount that could have been earned had the yield on the investment been equal to the yield on the bonds be remitted to the federal government. These carry strict penalties for noncompliance including taxability of interest retroactive to the date of the issue. The City's management believes the City is in compliance with these rules and regulations. By letter dated October 26, 2021, the City received notice from the IRS that its \$22,825,000 Sales Tax Revenue Note, Series 2015, was selected for an examination. The City did have an arbitrage tax rebate review prepared by an external specialist for the period of June 9, 2015 to June 9, 2020 in which no tax was owed to the IRS. As of the date of the auditor's report, the examination was still in progress.

* - Relates to \$16,500,000 of the Norman TIF Notes Payable.

Changes in Long-term Liabilities - Long-term liability activity for the year ended June 30, 2021, was as follows:

3 0 20 20 70 70		Beginning Balance		Additions	ı	Reductions		Ending Balance	[Due Within One Year
Governmental activities:										
Bonds payable:										
General obligation bonds Issuance premium/	\$	66,205,000	\$	24,750,000	\$	(9,080,000)	\$	81,875,000	\$	9,085,000
(discount)	_	1,607,055		469,275		(261,941)		1,814,389		
Total bonds payable		67,812,055		25,219,275		(9,341,941)		83,689,389		9,085,000
Sales tax revenue notes		83,480,000		22,250,000		(5,015,000)		100,715,000		7,370,000
Notes payable		3,195,000		•		(1,255,000)		1,940,000		1,285,000
Liability for incurred claims		3,000,122		12,585,461		(12,585,461)		3,000,122		1,200,000
Net OPEB obligation		8,762,331		392,099				9,154,430		-
Net pension liability		40,296,319		15,245,914		-		55,542,233		-
Compensated absences		8,951,297		6,313,583	_	(6,497,881)		8,766,999	_	838,335
Government activity										
long-term liabilities	\$	215,497,124	<u>\$</u>	82,006,332	<u>\$</u>	(34,695,283)	<u>\$</u>	262,808,173	\$	19,778,335
Business-type activities:										
Bonds payable:										
Revenue bonds	\$	375,000	\$	-	\$	(180,000)	\$	195,000	\$	195,000
Less deferred amounts:										
For issuance premium										
and (discount)		(6,207)		3,104	_	-	_	(3,103)		_
Total bonds payable		368,793		3,104		(180,000)		191,897		195,000
Notes payable		16,164,444		-		(1,974,444)		14,190,000		1,945,000
Less deferred amounts:										
For issuance premium										
and (discount)		(12,480)		1,781	_			(10,699)	_	_
Total notes payable		16,151,964		1,781		(1,974,444)		14,179,301		1,945,000
OWRB loans payable		67,635,684		2,995,607		(5,446,040)		65,185,251		5,198,250
Compensated absences	_	1,383,115		1,030,692		(1,115,327)		1,298,480		129,777
Business-type activity										
long-term liabilities	<u>\$</u>	85,539,556	\$	4,031,184	\$	(8,715,811)	<u>\$</u>	80,854,929	<u>\$</u>	7,468,027

For governmental activities, liability for incurred claims, compensated absences, net pension liability and net OPEB obligation are generally liquidated by the General Fund.

5. FUND BALANCE

The following table shows the fund balance classifications as shown on the governmental funds balance sheet as of June 30, 2021:

		General		ic Safety les Tax	•	Grants Fun d		Capital Projects	Norman Forward	Go	Other vernmental Funds	Go	Total vernmental Funds
FUND BALANCES													
Nonspendable:													
Inventory	\$	19,324	\$	-	\$	-	\$	-	\$ -	\$	-	\$	19,324
Restricted:													
Debt service reserve		-		-		-		-	-		4,878,612		4,878,612
Arts and humanities		-		-		-		-	-		-		-
Grant activities		-		-	1,7	23,969		-	-		3,183,894		4,907,863
Bond capital projects		-		-		-		53,832,660	37,110,310		-		90,942,970
Other capital projects		-		-		-		33,513,215	28,874,591		1,526,339		63,914,145
Seizures		-		-		-		-	-		1,005,432		1,005,432
CLEET		-		-		-		-	-		-		-
Transit & Parking		-		-		-		-	-		2,601,276		2,601,276
Public safety		-	10,	709,750		-		-	-		-		10,709,750
Committed:													
Economic stablization		4,027,066		-		-		-	-		-		4,027,066
Assigned:													
Other capital projects		-		-		-		2,451,628	2,006,883		-		4,458,511
Grant activities		-		-	4	31,720		-	-		135,930		567,650
Orders on purchase		2,893,498		-				-	-		-		2,893,498
Unassigned:	1	1,773,244		-			_		 -		-	_	11,773,244
Total fund balances	<u>\$ 1</u>	8,713,132	\$ 10,	709,750	\$ 2,1	55,689	\$	89,797,503	\$ 67,991,784	\$ 1	3,331,483	\$2	02,699,341

On June 28, 2011, the City adopted ordinance O-1011-58 changing the City's reserve policy. The ordinance establishes that the General Fund will have an unappropriated reserve of at least three percent (3%) of annually budgeted expenditures, in addition to an appropriated emergency reserve of one percent (1%) of annually budgeted expenditures. In addition, the ordinance establishes the Net Revenue Stabilization Fund (i.e., "Rainy Day Fund") which has a targeted balance of not less than four and a half percent (4.5%) but not more than six percent (6%) of annually budgeted General Fund expenditures. Further, expenditures of the reserved amounts may occur only when specific circumstances exist. As of June 30, 2021 the Rainy Day Fund had a balance of \$4,027,066.

6. RISK MANAGEMENT

The City is self-insured against the following risks:

- Employee health claims to a maximum liability of \$250,000 per employee per year.
- Workers compensation claims.
- Unemployment benefits.
- General liability and property damage, except for buildings and contents and employee surety bonds for which the City has purchased commercial insurance.

Employee health claims in excess of the \$250,000 limit are covered by insurance. The City's unpaid claims liability of \$3,000,122 reported at June 30, 2021 is based on the requirements of GASB Statement No. 10, which requires that a liability for claims be reported if information prior to the issuance of the financial statements indicates that it is probable that a liability has been incurred at the date of the financial statements and the amount of the loss can be reasonably estimated. However, events could occur that would cause the estimate for unpaid claims liability to differ materially in the near term. The claims liability for health claims incurred but not reported is estimated by management using a three-month claims lag analysis. These amounts are recorded as a current liability within both the government-wide and governmental fund financial statements. The claims liability for workers compensation claims and judgments is estimated using legal counsel's opinion of probable outcome of litigation plus an estimate of claims experience for incurred but unreported claims. These amounts are recorded as long-term liabilities within the government-wide financial statements. A liability for these amounts are recorded in governmental funds when they become due and payable. As of June 30, 2021, no liability has been recognized in the governmental fund financial statements. There are no allocated or unallocated claim adjustment expenditures/expenses included in the liability for unpaid claims.

At June 30, 2021, the City maintained commercial insurance coverage for building and contents and employee theft. In the past three years, the City has had no losses that exceeded commercial insurance coverage. Changes in the reported liability are as follows:

	Balance at Beginning of Year	Current Year Claims and Changes in Estimates	Claim Payments	Balance at End of Year
Fiscal year 2020	\$ 2,500,122	\$ 12,877,067	\$ (12,377,067)	\$ 3,000,122
Fiscal year 2021	\$ 3,000,122	\$ 12,585,461	\$ (12,585,461)	\$ 3,000,122

7. SEGMENT INFORMATION

The City operates various segments within its enterprise funds. Condensed financial statement information for these segments for the year ended June 30, 2021 was as follows:

	1	Norman Muni	cipa		
				Sanitation	
	We	stwood Park		Services	Total
Current assets:					
Cash and cash equivalents	\$	650,755	\$	6,338,608	\$ 6,989,363
Restricted cash and cash equivalents		995		469,310	470,305
Investments		-		9,338,969	9,338,969
Receivables:					
Accounts, net of allowance		-		1,831,527	1,831,527
Due from other funds		-		187,731	187,731
Interest				25,188	 25,188
Total current assets		651,750	_	18,191,333	 18,843,083
Noncurrent assets:					
Restricted assets:					
Cash and cash equivalents		209,457		-	209,457
Capital assets, net		6,892,114		11,146,015	 18,038,129
Total noncurrent assets		7,101,571		11,146,015	 18,247,586
Total assets		7,753,321		29,337,348	37,090,669
Current liabilities:					
Accounts payable and accrued expenses		338,013		886,301	1,224,314
Payroll payable		95,876		160,327	256,203
Accrued interest payable		995		-	995
Guaranty deposits		-		469,310	469,310
Revenue bonds payable		191,897		-	191,897
Compensated absences		9,789		37,095	 46,884
Total current liabilities		636,570		1,553,033	2,189,603
Non-current liabilities:					
Long-term debt and other liabilities		88,151		334,062	422,213
Total liabilities		724,721		1,887,095	2,611,816
Net investment in capital assets		6,697,114		11,146,015	17,843,129
Restricted for debt service		209,457		,,	209,457
Unrestricted		122,029		16,304,238	16,426,267
Total net position	\$	7,028,600	\$	27,450,253	\$ 34,478,853
		,,		,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,	 continued

	Norman Munic	cipal Authority	
	Westwood Park	Sanitation Services	Total
Charges for services and goods, net	1,942,080	16,188,306	18,130,386
Other	7,774	90,907	98,681
Total operating revenues	1,949,854	16,279,213	18,229,067
Operating expenses	1,857,971	12,804,053	14,662,024
Depreciation	147,477	1,966,339	2,113,816
Total operating expenses	2,005,448	14,770,392	16,775,840
Operating income (loss)	(55,594)	1,508,821	1,453,227
Investment earnings	1,488	18,732	20,220
Interest expense	(26,404)	-	(26,404)
Miscellaneous income (expense)		89,494	89,494
(expenses)	(24,916)	108,226	83,310
Income before capital			
contributions and transfers	(80,510)	1,617,047	1,536,537
Transfers, net	264,012	(150,832)	113,180
Change in net position	183,502	1,466,215	1,649,717
Total net position - beginning	6,845,098	25,984,038	32,829,136
Total net position - ending	7,028,600	27,450,253	34,478,853
Net cash provided (used) by:			
Operating activities	200,102	3,078,381	3,278,483
Noncapital financing activities	264,012	(150,832)	113,180
Capital and related financing activities	(226,169)	(2,683,581)	(2,909,750)
Investing activities	1,488	(3,249,267)	(3,247,779)
Beginning cash and cash equivalents	621,774	9,813,217	10,434,991
Ending cash and cash equivalents	\$ 861,207	\$ 6,807,918	\$ 7,669,125
			concluded

concluded

8. COMMITMENTS AND CONTINGENCIES

Litigation - The City is party to various legal proceedings which normally occur in governmental operations. Management and management's counsel do not believe these legal proceedings will have a material adverse impact on the affected funds of the City. However, events could occur in the near term that would cause these estimates to change materially. Resulting judgments will be paid from ad valorem taxes to be received over a three-year period. At June 30, 2021, the City maintained a litigation reserve, including judgments that have been awarded but not yet paid, of approximately \$822,000.

Federal Grants - In the normal course of operations, the City receives grant funds from various federal agencies. The grant programs are subject to audit by agents of the granting authority, the purpose of which is to insure compliance with conditions precedent to the granting of funds. Management does not believe any liability for reimbursement which may arise as the result of these audits will be material.

Lease Commitments - The City has entered into a number of operating leases, all of which contain cancellation provisions that are subject to annual appropriations by the City Council. For the year ended June 30, 2021, rent expenditures approximated \$620,000 for all operating leases. These expenditures were made primarily from the General Fund.

Water Revenues - The City entered into a contract with the Central Oklahoma Master Conservancy District (the "District") in 1961 (subsequently modified in 1963) for the purchase of water and operation of water facilities. In general, the contract provides for reimbursing the District for costs of providing the City with water from Lake Thunderbird. The contract is effective for a term of fifty years beginning with the first calendar year during which water was used by the City (1965). During the year ended June 30, 2021, the City paid the District \$792,650.

Construction In Progress - Construction in progress is authorized by actions of the City Council (governing body). A summary of construction in progress as of June 30, 2021 is as follows:

		Total onstruction on Progress		Total Project	Remaining To Complete
General Government	\$	47,895,914	\$	185,887,307	\$ 137,991,393
Norman Municipal Authority:					
Sanitation		1,822,864		5,806,857	3,983,993
Norman Utilities Authority:					
Water Fund		27,746,305		66,668,704	38,922,399
Wastewater Fund		5,186,469		17,054,008	11,867,539
	<u>\$</u>	82,651,552	\$_	275,416,876	\$ 192,765,324

The City also contributes to certain State and Federal aid projects which are administered by the State of Oklahoma Department of Highway. The City is billed by the Highway Department for these projects at various stages of completion, subject to Federal audits of the project costs.

Pandemic – The SARS-CoV-2 virus (COVID-19) continues to have an econcomic impact on the world economy as a whole which may negatively affect the financial position, results of operations and cash flows, where applicable, of the City. The duration of these uncertainties, and the ultimate financial effects cannot be reasonably estimated at this time.

Encumbrances – As discussed in note three above, budgetary information, budgetary basis of accounting, encumbrance accounting is utilized to the extent necessary to assure effective budgetary control and accountability and to facilitate effective cash planning and control. At June 30, 2021 the amount of encumbrances expected to be honored upon performance by the vendor in the next year were as follows:

General fund	\$ 2,893,498
Public safety sales tax fund	857,567
Special grants fund	30,000
Capital projects fund	20,493,892
Norman forward fund	4,335,342
Nonmajor governmental funds	2,692,323
Total	\$ 31,302,622

9. SUBSEQUENT EVENTS

On September 14, 2021, the City sold \$3,882,000 in hotel/motel tax revenue notes. The notes are due in various amounts from \$149,000 to \$216,000 beginning March 2022 through September 2031.

On September 24, 2021, the City paid off the Norman Municipal Authority, Recreation Facility Revenue Bonds, Series 2002.

10. RECENTLY ISSUED ACCOUNTING STANDARDS

The following accounting standards have been recently issued and will be adopted as applicable by the City in future years.

GASB Statement No. 87 - Leases (GASB 87): GASB 87 addresses the recognition of certain lease assets and liabilities for leases that were previously classified as operating leases and recognizing inflows of resources or outflows of resources based on the payment provisions of the contract. Under this Statement, a lessee is required to recognize a lease liability and an intangible right-to-use asset, and a lessor is required to recognize a lease receivable and a deferred inflow of resources, thereby enhancing the relevance and consistency of information about governments' leasing activity. This statement is effective for periods beginning after June 15, 2021 (effective for the City's June 30, 2022 year-end).

GASB Statement No. 91 - Conduit Debt Obligations: The primary objectives of this statement are to provide a single method of reporting conduit debt obligations by issuers and eliminate diversity in practice associated with (1) commitments extended by issuers, (2) arrangements associated with conduit debt obligations, and (3) related note disclosures. This statement achieves those objectives by clarifying the existing definition of a conduit debt obligation, establishing that a conduit debt obligation is not a liability of the issuer; establishing standards for accounting and financial reporting of additional commitments and voluntary commitments extended by issuers and arrangements associated with conduit debt obligations; and improving required note disclosures. The requirements of this statement are effective for reporting periods beginning after December 15, 2021 (effective for the City's June 30, 2023 year-end).

GASB Statement No. 92 – Omnibus 2020: The objectives of GASB Statement No. 92 are to enhance comparability in accounting and financial reporting and to improve the consistency of authoritative literature by addressing practice issues that have been identified during implementation and application of certain GASB Statements. GASB Statement No. 92 addresses a variety of topics and includes specific provisions about the following:

• The effective date of GASB Statement No. 87, Leases, and Implementation Guide No. 2019-3, Leases, for interim financial reports

- Reporting of intra-entity transfers of assets between a primary government employer and a component unit defined benefit pension plan or defined benefit other postemployment benefit (OPEB) plan
- The applicability of GASB Statements No. 73, Accounting and Financial Reporting for Pensions and Related Assets That Are Not within the Scope of GASB Statement 68, and Amendments to Certain Provisions of GASB Statements 67 and 68, as amended, and No. 74, Financial Reporting for Postemployment Benefit Plans Other Than Pension Plans, as amended, to reporting assets accumulated for postemployment benefits
- The applicability of certain requirements of GASB Statement No. 84, Fiduciary Activities, to postemployment benefit arrangements
- Measurement of liabilities (and assets, if any) related to AROs in a government acquisition
- Reporting by public entity risk pools for amounts that are recoverable from reinsurers or excess insurers
- Reference to nonrecurring fair value measurements of assets or liabilities in authoritative literature
- Terminology used to refer to derivative instruments

GASB Statement No. 92 is effective for reporting periods beginning after June 15, 2021 (effective for the City's June 30, 2022, year-end).

GASB Statement No. 93 - Replacement of Interbank Offered Rates: Some governments have entered into agreements in which variable payments made or received depend on an interbank offered rate (IBOR)—most notably, the London Interbank Offered Rate (LIBOR). As a result of global reference rate reform, LIBOR is expected to cease to exist in its current form at the end of 2021, prompting governments to amend or replace financial instruments for the purpose of replacing LIBOR with other reference rates, by either changing the reference rate or adding or changing fallback provisions related to the reference rate.

The objective of GASB Statement No. 93 is to address those and other accounting and financial reporting implications that result from the replacement of an IBOR. GASB Statement No. 93 achieves that objective by:

- Providing exceptions for certain hedging derivative instruments to the hedge accounting termination provisions when an IBOR is replaced as the reference rate of the hedging derivative instrument's variable payment
- Clarifying the hedge accounting termination provisions when a hedged item is amended to replace the reference rate
- Clarifying that the uncertainty related to the continued availability of IBORs does not, by itself, affect the assessment of whether the occurrence of a hedged expected transaction is probable
- Removing LIBOR as an appropriate benchmark interest rate for the qualitative evaluation of the effectiveness of an interest rate swap
- Identifying a Secured Overnight Financing Rate and the Effective Federal Funds Rate as appropriate benchmark interest rates for the qualitative evaluation of the effectiveness of an interest rate swap
- Clarifying the definition of reference rate, as it is used in GASB Statement No. 53, as amended

 Providing an exception to the lease modifications guidance in GASB Statement No. 87, as amended, for certain lease contracts that are amended solely to replace an IBOR as the rate upon which variable payments depend

The removal of LIBOR as an appropriate benchmark interest rate is effective for reporting periods ending after June 15, 2021 (effective for the City's June 30, 2022, year-end). All other requirements of GASB Statement No. 93 are effective for reporting periods beginning after June 15, 2020 (effective for the City's June 30, 2021, year-end).

GASB Statement No. 94, Public-Private and Public-Public Partnerships and Availability Payment Arrangements: The primary objective of GASB Statement No. 94 is to improve financial reporting by addressing issues related to public-private and public-public partnership arrangements (PPPs). As used in GASB Statement No. 94, a PPP is an arrangement in which a government (the transferor) contracts with an operator (a governmental or nongovernmental entity) to provide public services by conveying control of the right to operate or use a nonfinancial asset, such as infrastructure or other capital asset (the underlying PPP asset), for a period of time in an exchange or exchange-like transaction. Some PPPs meet the definition of a service concession arrangement (SCA), which GASB defines in GASB Statement No. 94 as a PPP in which 1) the operator collects and is compensated by fees from third parties; 2) the transferor determines or has the ability to modify or approve which services the operator is required to provide, to whom the operator is required to provide the services, and the prices or rates that can be charged for the services; and 3) the transferor is entitled to significant residual interest in the service utility of the underlying PPP asset at the end of the arrangement. GASB Statement No. 94 is effective for reporting periods beginning after June 15, 2022 (effective for the City's June 30, 2023, year-end).

GASB Statement No. 96 - Subscription-Based Information Technology Arrangements — This statement provides guidance on the accounting and financial reporting for subscription-based information technology arrangements (SBITAs) for government end users (governments). GASB Statement No. 96 1) defines a SBITA; 2) establishes that a SBITA results in a right-to-use subscription asset—an intangible asset—and a corresponding subscription liability; 3) provides the capitalization criteria for outlays other than subscription payments, including implementation costs of a SBITA; and 4) requires note disclosures regarding a SBITA. GASB Statement No. 96 is effective for reporting periods beginning after June 15, 2022 (effective for the City's June 30, 2023, year-end).

The effect of these statements on the City has not been determined but could have a significant impact on its overall net position.

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Item 9.

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Required Supplementary Information

Schedule of the City's Proportionate Share of the Net Pension Liability (Asset) Oklahoma Firefighters Pension and Retirement System (OFPRS)
Year Ended June 30, 2021

	2015 *	2016 *	2017 *	2018 *	2019 *	2020 *	2021 *
City's proportion of the net pension liability or asset	3.9342%	4.1552%	4.1283%	4.1388%	4.1106%	3.8135%	4.1118%
City's proportion share of the net pension liability or (asset)	\$ 40,457,734	\$ 44,103,551 \$ 50,436,541 \$ 52,055,202 \$ 46,271,359 \$ 40,296,319 \$ 50,653,960	\$ 50,436,541	\$ 52,055,202	\$ 46,271,359	\$ 40,296,319	\$ 50,653,960
City's covered payroll	\$ 10,791,880	0,791,880 \$ 11,330,342 \$ 11,538,401 \$ 11,772,620 \$ 12,226,118 \$ 12,240,790 \$ 12,751,193	\$ 11,538,401	\$ 11,772,620	\$ 12,226,118	\$ 12,240,790	\$ 12,751,193
City's proportion share of the net pension liability as a percentage of its covered payroll	374.891%	389.252%	437.119%	442.172%	378.463%	329.197%	397.249%
Plan fiduciary net position as a percentage of the total pension liability	68.12%	68.27%	64.87%	66.61%	70.73%	72.85%	%86.69

^{* -} The amounts present for each fiscal year were determined as of the measurement date, June 30, 2014, 2015, 2016, 2017, 2018, 2019, and 2020, respectively.

Note to Schedule: Only fiscal years 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are presented because 10 year data is not yet available.

Schedule of the City's Proportionate Share of the Net Pension Liability (Asset) Oklahoma Police Pension and Retirement System (OPPRS)
Year Ended June 30, 2021

	2015 *	2016 *	2017 *	2018 *	2019 *	2020 *	2021 *
City's proportion of the net pension liability or asset	3.8053%	3.8957%	4.0413%	4.0345%	4.2026%	3.7826%	4.2564%
City's proportion share of the net pension liability or (asset) \$ (1,281,185) \$ 158,844 \$ 6,189,000 \$ 310,337 \$ (2,001,892) \$ (241,484) \$ 4,888,273	\$ (1,281,185)	\$ 158,844	\$ 6,189,000	\$ 310,337	\$(2,001,892)	\$ (241,484)	\$ 4,888,273
City's covered payroll	\$10,645,515	\$11,172,374	\$10,645,515 \$11,172,374 \$11,918,115 \$12,064,110	\$12,064,110	\$12,359,354	\$12,802,792 \$13,753,405	\$13,753,405
City's proportion share of the net pension liability (asset) as a percentage of its covered payroll	-12.035%	1.422%	51.929%	2.572%	-16.197%	-1.886%	35.542%
Plan fiduciary net position as a percentage of the total pension liability	101.53%	99.82%	93.50%	%89.66	101.89%	100.24%	%08:86

^{* -} The amounts present for each fiscal year were determined as of the measurement date, June 30, 2014, 2015, 2016, 2017, 2018, 2019, and 2020, respectively.

Note to Schedule: Only fiscal years 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are presented because 10 year data is not yet available.

Schedule of the City's Contributions
Oklahoma Firefighers Pension and Retirement System (OFPRS)
Year Ended June 30, 2021

	2015	2016	2017	2018		2019	2020		2021	1
Contractually required contribution	1,586,248 \$	\$ 1,615,405	\$ 1,650,048 \$ 1,711,565 \$ 1,713,665 \$ 1,785,165 \$ 1,793,453	\$ 1,711,50	\$ 59	1,713,665	\$ 1,785	3,165	\$ 1,793,453	
Contributions in relation to the contractually required contribution	1,586,248	1,615,405	1,650,048	1,711,565	55	1,713,665	1,785	1,785,165	1,793,453	
Contribution deficiency (excess)	-	1	·	8	ار ا	1	89	4		
City's covered payroll	\$ 11,330,342 \$	11,538,401	\$ 11,772,620	\$ 12,226,1	\$ 81	12,240,790	\$ 12,751		\$ 12,810,379	
Contributions as a percentage of covered payroll	14%	14%	14%	7	4%	14%		14%	14%	\o
		11,538,401	\$ 11,772	2,620	.,620 \$ 12,226,1. 14% 14	.,620 \$ 12,226,118 \$ 14%	.,620 \$ 12,226,118 \$ 12,240,790 14% 14% 14% 14%	.,620 \$ 12,226,118 \$ 12,240,790 \$ 12,751	\$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ - \$ -	\$ 12,810,

Note to Schedule: Only fiscal year 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are presented because 10 year data is not yet available.

Changes of Assumptions:

For the fiscal year beginning July 1, 2019, certain changes in assumptions, the the OFPRS Plan, were made based on the Plan's most recent actuarial experience study covering the July 1, 2013 to June 30, 2018 period. In addition to updates for retirement rates and termination rates to better fit experience, the following significant assumptions were made:

	Previous	New
Changes in Assumptions	Assumption	Assumption
Economic Assumption Changes:		
Salary Scale Rates	3.5% to 9.0%	2.75% to 10.5%
Price Inflation	3.00%	2.75%
COLA Basis (Baker Case Group Only)	3.00%	2.75%
Demographic Assumption Changes:		
Termination Rates	3.0% to .40%	5.0% to 1.00%
Disability Rates	0.05% to 9.00%	0.10% to 8.00%
Retirement Rates	10.00% to 100%	5.00% to 100%

Mortality Table Assumption Changes

Previous Assumptions:

Active Employees Pre-retirement: RP-2000 with Blue Collar Healthy Combined with general mortality improvement using Scale AA

Retired Members: RP-2000 with Blue Collar Healthy Combined with generational mortality using Scale AA

Disabled Members: RP-2000 with Blue Collar Healthy Combined

New Assumptions:

Active Employees Pre-retirement: RP-2010 Public Safety Table with general mortality improvement using Scale MP-2018

Retired Members: RP-2010 Public Safety Below Median Table with generational mortality using Scale MP-2018

Disabled Members: RP-2010 Public Safety Disabled Table set forward two years

Schedule of the City's Contributions

Oklahoma Police Pension and Retirement System (OPPRS)

Year Ended June 30, 2021

	2015	2016	2017	2018	2019	2020	2021
Contractually required contribution	\$ 1,452,409	\$ 1,550,235	\$ 1,452,409 \$ 1,550,235 \$ 1,568,335 \$ 1,606,716 \$ 1,664,363 \$ 1,787,879 \$ 1,712,101	\$ 1,606,716	\$ 1,664,363	\$ 1,787,879	\$ 1,712,101
Contributions in relation to the contractually required contribution	1,452,409	1,550,235	1,568,335	1,606,716	1,664,363	1,787,879	1,712,101
Contribution deficiency (excess)	· ·	\$	- -	\$	\$	· \$	·
City's covered payroll	\$11,172,374	\$11,918,115	\$12,064,110	\$12,359,354	\$12,802,792	\$13,753,405	\$13,170,008
Contributions as a percentage of covered payroll	13%	13%	13%	13%	13%	13%	13%

Note to Schedule: Only fiscal year 2015, 2016, 2017, 2018, 2019, 2020 and 2021 are presented because 10 year data is not yet available.

Changes in Benefit Terms:

During the 2018 legislative session House Bill 1340 was passed to provide most OPPRS Plan retirees with a one-time, non-permanent benefit payment. This payment equaled 2.00% of a retiree's gross annual retirement benefit, subject to a cap of \$1,400 and a floor of \$350 if all eligibility requirements were met.

Changes of Assumptions:

For the fiscal year beginning July 1, 2019, certain changes in assumptions, to the OPPRS Plan, were made based on the Plan's most recent actuarial experience study covering the July 1, 2012 to June 30, 2017 period. In addition to updates for retirement rates and termination rates to better fit experience, the following significant changes in assumption were made:

	Previous	New
Changes in Assumptions	Assumption	Assumption
Economic Assumption Changes:		
Salary Scale Rates	4.5% to 17.0%	3.5% to 10%
Price Inflation	3.00%	2.75%
Interest Credit on DOP Balances	7.75%	11.00%
Real Wage Growth	N/A	0.75%
COLA Basis (Baker Case Group Only)	3.00%	3.50%
Demographic Assumption Changes:		
Severity of Disability Aware Percentage	50.00%	75.00%

Actuarial Assumption Changes:

Amortization of UAAL when in Surplus (Funded over 100%)

Amortization of UAAL when in Deficit (Funded under 100%)

When the UAAL is a surplus, it is amortized over an open 30-year period When the UAAL is a deficit, it is amortized over an open five-year period

SCHEDULE OF CHANGES IN THE CITY'S TOTAL OPEB LIABILITY AND RELATED RATIOS LAST TEN FISCAL YEARS

		2018		2019		2020		2021
Total OPEB Liability								
Service cost	\$	363,920	\$	417,331	\$	382,009	\$	381,282
Interest		423,574		387,327		345,352		199,362
Differences between expected and actual experience		965,685		-		-		-
Changes of economic/demographic gains or losses		-		-	(1,929,650)		·
Changes of assumptions or other inputs		(1,095,942)		426,593	(1,359,626)		58,255
Benefit payments		(731,674)		(725,099)		(181,232)		(246,800)
Net Change in Total OPEB Liability		(74,437)		506,152	(:	2,743,147)		392,099
City's Total OPEB Liability - Beginning		11,073,763	-	10,999,326	_1	1,505,478		8,762,331
City's Total OPEB Liability - Ending	1	10,999,326	_	11,505,478		8,762,331		9,154,430
Covered Payroll	\$	49,743,998	\$	49,142,598	\$4	7,776,487	\$:	53,024,235
City's Total OPEB Liability as a Percentage of Covered Payroll		22.11%		23.41%		18.34%		17.26%

Notes to Schedule:

This schedule is presented as of the measurement date for the fiscal year and is intended to show a 10-year trend. Additional years will be reported as they become available.

Changes in Assumptions:

For each year presented, assumptions made for mortality rates and discount rates are updated using current year estimates

Taxes:	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
Sales taxes	\$ 44,662,816	\$ -	\$ 44,662,816			\$ 45,774,737	\$ 1,111,921
Franchise fees	7,337,273	ъ -	7,337,273			6,386,682	(950,591)
State use taxes	6,521,370	-	6,521,370			8,976,431	2,455,061
Total taxes		-					
Total taxes	58,521,459		58,521,459			61,137,850	2,616,391
Licenses and permits:							
Licenses	557,887	-	557,887			795,520	237,633
Permits	634,439	-	634,439			667,504	33,065
Total licenses							
and permits	1,192,326		1,192,326			1,463,024	270,698
State Shared Revenues: Alcoholic beverage	337,304	_	337,304			554,062	216,758
Cigarette		-					
State motor fuel and vehicle	910,920	-	910,920			750,365	(160,555)
registration	1,237,115		1,237,115			1,126,222	(110,893)
Total intergovern-							
mental revenues	2,485,339		2,485,339			2,430,649	(54,690)
Charges for services:							
Zoning & subdivision	130,864	-	130,864			177,151	46,287
Public safety	434,517	-	434,517			303,824	(130,693)
Health	224,321	-	224,321			134,489	(89,832)
Recreation fees	666,800	-	666,800			157,920	(508,880)
Credit card confenience fees	686,527	-	686,527			309,051	(377,476)
911 emergency fees	35,676		35,676			265,328	229,652
Total charges							
for services	2,178,705		2,178,705			1,347,763	(830,942)
Fines and forfeitures:							
Police court fines	2,245,877	-	2,245,877			1,531,776	(714,101)
Miscellaneous forfeitures	-	-	-			16,580	16,580
Total fines and							
forfeits	2,245,877		2,245,877			1,548,356	(697,521)
Investment earnings	182,070		182,070			57,872	(124,198)
Other revenue:							
Contributions	28,755	87,927	116,682			89,196	(27,486)
Rents and royalties	360,577	-	360,577			191,588	(168,989)
Cost allocations	10,683,118	-	10,683,118			9,371,333	(1,311,785)
Sale of fixed assets	167,394	-	167,394			46,985	(120,409)
Miscellaneous revenues	1,366,041	13,888	1,379,929			15,183,433	13,803,504
Total other	12,605,885	101,815	12 707 700			24 882 525	12 174 926
revenue	12,003,003	101,813	12,707,700			24,882,535	12,174,835
Total revenues	79,411,661	101,815	79,513,476			92,868,049	13,354,573
							(Continued)

GENERAL FUND
SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
FOR THE YEAR ENDED JUNE 30, 2021

General government:	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
-	e 1220.070	¢ (925 (72)	¢ 505.207	e 452 (55	Ф 24	ф 472.670	Ф 21.627
City council	\$ 1,330,978	\$ (825,672)		\$ 473,655	\$ 24	\$ 473,679	·
Internal audit	235,000	(225,000)	10,000	520 (51	8,800	8,800	1,200
City manager's office	521,276	425,538	946,814	529,671	36	529,707	417,107
Community relations	260,597	2,851,717	3,112,314	3,053,999	10,000	3,063,999	48,315
Communications	199,857	53,522	253,379	230,624		230,624	22,755
City clerk's office	665,027	(24,888)	640,139	617,913	13,716	631,629	8,510
Municipal court	1,130,273	410	1,130,683	1,088,997	17,238	1,106,235	24,448
Legal administration	1,310,178	44,954	1,355,132	1,342,689	422	1,343,111	12,021
Information Technology	2,938,324	149,571	3,087,895	2,794,275	90,101	2,884,376	203,519
Human resource admin	816,942	(14,095)	802,847	746,372	15,549	761,921	40,926
Safety administration	153,647	5,280	158,927	125,810	10,425	136,235	22,692
Building services admin	135,457	(23,085)	112,372	107,049	-	107,049	5,323
Custodial services	254,413	(59,100)	195,313	192,601	210	192,811	2,502
Building repair services	589,034	39,889	628,923	579,599	2,458	582,057	46,866
Human rights commission	230	-	230	-	-	-	230
Children's rights commission	176	-	176	-	-	-	176
Social & voluntary services	175,000	12,110	187,110	169,475	5,525	175,000	12,110
Norman public library	684,329	(99,795)	584,534	562,929	2,313	565,242	19,292
Firehouse art center	76,771	-	76,771	71,555	_	71,555	5,216
Historical museum	43,500	-	43,500	38,359	-	38,359	5,141
Sooner theatre	92,688	(7,000)	85,688	82,784	-	82,784	2,904
Juvenile services	48,796	(14,500)	34,296	27,594	_	27,594	6,702
Employee training	3,726	2,500	6,226	5,800	_	5,800	426
Employee assitance program	29,444	· -	29,444	29,432	-	29,432	12
Special studies & contributions	5,000	(5,000)		,	_		-
Municipal elections	82,115	-	82,115	80,931		80,931	1,184
Sister cities program	1,000	2,000	3,000	2,549	-	2,549	451
Holiday decorations	6,730	_,,,,,	6,730	5,083	143	5,226	1,504
	3,100						1,501
Total general government	11,790,508	2,289,356	14,079,864	12,959,745	176,960	13,136,705	943,159
Planning:							
Planning commission	347	_	347	_	-		347
Historic district commission	2,840	14,937	17,777	455	•	455	
Greenbelt commission	490	14,937	490	433	-	433	17,322
Planning administration		27.615		600.760	-	(00.7(0	490
-	597,537	27,615	625,152	609,760	5 20 <i>5</i>	609,760	15,392
Geographic information	457,746	28,755	486,501	442,898	5,395	448,293	38,208
Development services	1,622,739	(116,254)	1,506,485	1,380,204	6,963	1,387,167	119,318
Code compliance	833,113	(82,248)	750,865	734,874	1,848	736,722	14,143
Current planning	222,278	(39,791)	182,487	175,741		175,741	6,746
Total planning	3,737,090	(166,986)	3,570,104	3,343,932	14,206	3,358,138	211,966

(Continued)

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
City controller:	Duaget	Revisions	Duager	Expenditures	biances	Actual	(Negative)
Finance administration	\$ 337,645	\$ 191.044	\$ 528,689	\$ 518,289	\$ -	\$ 518,289	\$ 10,400
Accounting services	727,964	40,201	768,165	762,003	378	762,381	5,784
Printing services	261,486	(11,030)	250,456	241,198	•	241,198	9,258
Budget services	195,578	1,199	196,777	192,625	_	192,625	4,152
Treasury services	803,799	(69,336)	734,463	718,356	9,802	728,158	6,305
Utility services	1,304,889	85,302	1,390,191	1,365,258	13,639	1,378,897	11,294
Total city controller	3,631,361	237,380	3,868,741	3,797,729	23,819	3,821,548	47,193
Parks and recreation:							
Parks board	767	66	833	704	46	750	83
Mosquito control program	-	-	-	-	-	-	-
Santa Fe Depot	7,183	234	7,417	4,808	234	5,042	2,375
Administration	654,935	119,532	774,467	772,013	1,557	773,570	897
Park maintenance	2,996,724	(58,627)	2,938,097	2,559,460	197,709	2,757,169	180,928
Forestry	152,340	36,201	188,541	134,032	681	134,713	53,828
Recreation programs	1,561,504	(97,216)	1,464,288	1,252,274	120,918	1,373,192	91,096
Senior citizens center	203,040	(8,985)	194,055	195,616	256	195,872	(1,817)
Total parks & recreation	5,576,493	(8,795)	5,567,698	4,918,907	321,401	5,240,308	327,390
Public works:							
Public works administration	386,778	45,746	432,524	316,821	59,145	375,966	56,558
ADA compliance	169,093	(15,500)	153,593	72,226	71,209	143,435	10,158
Engineering department	1,257,187	(23,072)	1,234,115	1,161,398	19,720	1,181,118	52,997
Street maintenance	4,767,274	4,987,848	9,755,122	9,219,675	178,932	9,398,607	356,515
Stormwater drainage	2,151,588	(264,045)	1,887,543	1,646,435	250,069	1,896,504	(8,961)
Stormwater quality	498,391	51,278	549,669	429,303	7,423	436,726	112,943
Traffic control	4,052,666	(37,272)	4,015,394	3,464,744	58,614	3,523,358	492,036
Fleet maintenance admin	484,502	(60,637)	423,865	410,576	453	411,029	12,836
Fleet repair light duty	567,172	12,145	579,317	518,623	45,782	564,405	14,912
Fleet repair heavy duty	856,538	(48,013)	808,525	756,184	20,056	776,240	32,285
Fleet fuel and parts	3,246,420	(511,406)	2,735,014	2,215,077	262,824	2,477,901	257,113
CNG Station	371,341	(27,901)	343,440	248,590	46,938	295,528	47,912
Total public works	18,808,950	4,109,171	22,918,121	20,459,652	1,021,165	21,480,817	1,437,304
Public safety:							
Police department admin	780,088	448,671	1,228,759	1,159,314	15,966	1,175,280	53,479
Staff services	2,878,438	(216,518)	2,661,920	2,339,878	114,842	2,454,720	207,200
Criminal investigations	2,901,853	(10,570)	2,891,283	2,730,321	89,614	2,819,935	71,348
Patrol	11,368,463	431,578	11,800,041	11,351,378	197,291	11,548,669	251,372
Special Investigations	998,876	145,818	1,144,694	1,134,607	1,063	1,135,670	9,024
Animal control	1,539,584	138,039	1,677,623	1,508,382	103,248	1,611,630	65,993
911 services	2,134,443	148,840	2,283,283	1,947,914	170,152	2,118,066	165,217
Fire department admin	825,055	272,891	1,097,946	1,080,598	1,199	1,081,797	16,149
Training - fire department	360,436	(95,700)	264,736	251,311	1,773	253,084	11,652
Fire prevention	712,546	103,106	815,652	797,543	3,596	801,139	14,513
Fire suppression	14,477,238	(29,522)	14,447,716	14,084,286	73,800	14,158,086	289,630
Diaster preparedness servi	198,403	96,356	294,759	247,841	34,745	282,586	12,173
Total public safety	39,175,423	1,432,989	40,608,412	38,633,373	807,289	39,440,662	_1,167,750
Total expenditures and							
encumbrances	82,719,825	7,893,115	90,612,940	\$ 84,113,338	\$ 2,364,840	86,478,178	4,134,762
							(Continued)

	Original Budget	Revisions	Revised Budget	Actual	Variance- Positive (Negative)
Excess (deficiency) of revenues over expendi-					
tures and encumbrances	(3,308,164)	(7,791,300)	(11,099,464)	6,389,871	17,489,335
OTHER FINANCING					
SOURCES (USES):					
Transfers in:					
Norman Utilities					
Authority	1,700,984	-	1,700,984	1,686,058	(14,926)
Capital Projects Fund	3,594,896	9,500	3,604,396	3,782,098	177,702
Sanitation Fund	-	-	•	150,832	150,832
Norman Forward Fund	187,695	-	187,695	187,695	-
Insurance Fund				68,893	68,893
Total transfers in	5,483,575	9,500	5,493,075	5,875,576	382,501
Transfers out:					
Room Tax Fund	-	(1,075,000)	(1,075,000)	(1,075,000)	-
Norman Forward Fund	-	(4,800,000)	(4,800,000)	(4,800,000)	-
Public Safety Sales Tax Fund	(1,294,239)	(1,127,953)	(2,422,192)	(2,422,192)	-
Rainy Day Fund	-	(135,000)	(135,000)	(135,000)	-
CLEET Fund	-	(5,435)	(5,435)	(5,435)	-
Transit & Parking Fund	(1,174,377)	(2,400,504)	(3,574,881)	(3,474,881)	100,000
Total transfers out	(2,468,616)	(9,543,892)	(12,012,508)	_(11,912,508)	100,000
Net other financing					
sources (uses)	3,014,959	(9,534,392)	(6,519,433)	(6,036,932)	482,501
					(Continued)

	Original Budget	Revisions	Revised Budget	Actual	Variance- Positive (Negative)
Excess (deficiency) of revenues and other sources over (under) expenditures, encumbrances, and other uses	(293,205)	(17,325,692)	(17,618,897)	352,939	17,971,836
Fund balance, July 1, 2020 (Non-GAAP budgetary basis)	1,044,656		1,044,656	1,044,656	<u> </u>
Fund balance, June 30, 2021 (Non-GAAP budgetary basis)	\$ 751,451	<u>\$(17,325,692)</u>	<u>\$(16,574,241)</u>	<u>\$ 1,397,595</u>	\$ 17,971,836 (Concluded)

PUBLIC SAFETY SALES TAX FUND SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:							
Taxes:							
Sales tax	\$ 9,803,557	\$ -	\$ 9,803,557			\$ 9,951,030	\$ 147,473
Use tax	1,076,444		1,076,444			1,496,071	419,627
Total taxes	10,880,001	-	10,880,001			11,447,101	567,100
SRO reimbursement-NPS	691,732	-	691,732			849,067	157,335
Investment earnings Miscellaneous income	50,000	-	50,000			1,325	(48,675)
Total revenues	11,621,733		11,621,733			12,297,493	675,760
EXPENDITURES AND ENCUMBRANCES: Public safety:							
Police staff services	50,027	190,183	240,210	\$ 43,769	\$ 8,131	51,900	188,310
Police criminal investigations	610,700	146,975	757,675	751,787	ψ 0,151 -	751.787	5,888
Police patrol	4,321,618	(53,264)	4,268,354	3,993,682	118,166	4,111,848	156,506
SRO	1,075,175	153,967	1,229,142	1,225,058	-	1,225,058	4,084
911	132,901	9,818	142,719	290,998	600	291,598	(148,879)
Fleet Heavy Repair	175,523	(50,987)	124,536	4,106	26,613	30,719	93,817
Fire suppression	4,736,461	779,022	5,515,483	4,229,199	162,828	4,392,027	1,123,456
Capital projects	-	9,256,541	9,256,541	(6,114)	355,920	349,806	8,906,735
Debt services	2,361,641	<u>-</u>	2,361,641	2,361,281		2,361,281	360
Total expenditures and encumbrances	13,464,046	10,432,255	23,896,301	\$ 12,893,766	\$ 672,258	13,566,024	10,330,277
Excess (deficiency) of revenues over (under) expenditures	S						
and encumbrances	(1,842,313)	(10,432,255)	(12,274,568)			(1,268,531)	11,006,037
OTHER FINANCING SOURCES: Transfers in:							
General Fund Capital Fund	1,294,239 343,666		1,294,239 343,666			2,422,192 375,138	1,127,953 31,472
Net other financing sources	1,637,905	-	1,637,905			2,797,330	1,159,425
Excess (deficiency) of revenues and other sources over (under) expenditures, encumbrances							
and other sources (uses)	(204,408)	(10,432,255)	(10,636,663)			1,528,799	12,165,462
Fund balance, July 1, 2020 (Non-GAAP budgetary basis)	6,436,498		6,436,498			6,436,498	
Fund balance, June 30, 2021 (Non-GAAP budgetary (basis)	\$ 6,232,090	\$ (10,432,255)	\$ (4,200,165)			\$ 7,965,297	\$ 12,165,462

NOTES TO REQUIRED SUPPLEMENTARY INFORMATION ON BUDGETARY COMPARISON SCHEDULE – GENERAL FUND AND PUBLIC SAFETY SALES TAX FUND

Budget Reconciliations - Items required to adjust actual revenues, expenditures, and fund balances reported on the budgetary basis to those reported within the fund financial statements as of and for the year ended June 30, 2021, are as follows:

		General Fund		ublic Safety Sales Tax Fund
Fund balances - budgetary basis, June 30, 2021	\$	1,397,595	\$	7,965,297
Current year encumbrances included in expenditures		2,364,840		672,258
Prior year encumbrances outstanding		528,658		185,307
Current year revenue accrual		12,501,189		2,228,487
Current year expenditure accrual		(2,106,216)		(341,599)
Rainy Day Fund Balance		4,027,066		_
Fund balances - fund financial statements, June 30, 2021	<u>\$</u>	18,713,132	\$	10,709,750
Revenues - budgetary basis	\$	92,868,049	\$	12,297,493
Current year revenue accrual		12,501,189		2,228,487
Prior year revenue accrual		(11,582,695)		(2,043,345)
Interest earned within Rainy Day Fund		2,891		
Revenues - fund financial statements	\$	93,789,434	<u>\$</u>	12,482,635
Expenditures - budgetary basis	\$	86,478,178	\$	13,566,024
Current year encumbrances included in expenditures		(2,364,840)		(672,258)
Prior year encumbrances paid		2,320,913		2,567,778
Current year expenditure accrual		2,106,216		341,599
Prior year expenditure accrual		(1,776,779)		(282,205)
Expenditures - fund financial statements	\$	86,763,688	\$	15,520,938



Other Supplementary Information

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THE CITY OF NORMAN, OKLAHOMA

COMBINING BALANCE SHEET NONMAJOR GOVERNMENTAL FUNDS JUNE 30, 2021

							Art in		Total
	Norman	Community	Park	Seizures and		Transit &	Public	Debt	Nonmajor
	Room Tax Fund	Development Fund	Land Fund	Restitutions Fund	Cleet Fund	Parking Fund	Places Fund	Service Fund	Governmental Total
ASSETS									
Cash and cash									
equivalents	\$ 258,072	\$ 2,459,607	\$ 483,650	\$ 734,464	· •	\$ 726,892	\$ 1,314	· •	\$ 4,663,999
Investments	55,645		541,180	313,243	2,515	312,132		4,525,879	5,750,594
Receivables:									
Taxes	183,699	1	•	1	1	557,122	•	ı	740,821
Accounts	ı		•	164	,	ı	340	•	504
Interest	150	,	1,459	845	7	842	•	12,207	15,510
Due from Federal									
Government	ı	699,001	•	•	1	1,554,959		ı	2,253,960
Due from other funds	7,112	67,342	13,330	15,794	•	18,689	36	9,264	131,567
Restricted Assets:									
Cash and cash equivalents	•	1	ı	•	•	•	•	331,262	331,262
Total assets	\$ 504,678	\$ 3,225,950	\$ 1,039,619	\$ 1,064,510	\$ 2,522	\$ 3,170,636	\$ 1,690	\$ 4,878,612	\$ 13,888,217
FUND BALANCE									
Liabilities:									
accrued liabilities	\$ 1,050	\$ 28,840	· •	· S	€	\$ 485,865	₩	⊘	\$ 515,755
Payroll payable	1	17,409	1	ι	ı	21,081	•	ı	38,490
Deferred revenue	ı	ı	•	1	•	•	,	•	•
Due to other funds	1	•	1	•	2,489	1	•	1	2,489
Total liabilities	1,050	46,249	1	F	2,489	506,946	1	b	556,734
Fund balance:									
Restricted	486,389	3,183,894	1,039,619	1,005,432	(1,227)	2,601,276	1,558	4,878,612	13,195,553
Assigned	17,73	(4,172)	•	02,070	1,200	02,414	132	•	155,930
Total fund balance	503,628	3,179,701	1,039,619	1,064,510	33	2,663,690	1,690	4,878,612	13,331,483
Total liabilities and Individual balance	\$ 504,678	\$ 3,225,950	\$ 1,039,619	\$ 1,064,510	\$ 2,522	\$ 3,170,636	\$ 1,690	\$ 4,878,612	\$ 13,888,217
282	: :			- 68					

THE CITY OF NORMAN, OKLAHOMA

COMBINING STATEMENT OF REVENUES, EXPENDITURES, AND CHANGES IN FUND BALANCES NONMAJOR GOVERNMENTAL FUNDS FOR THE YEAR ENDED JUNE 30, 2021

יייייייייייייייייייייייייייייייייייייי	11 00, 2021							1000	
							Art in		Total
	Norman	Community	Park	Seizures and		Transit &	Public	Debt	Nonmajor
	Room	Development	Land	Restitutions	Cleet	Parking	Places	Service	Governmental
Description	iax ruiid	ביים	ם פוס ב	D III	ביים	Duni	Lund	Pund	lotai
kevenues: Taxes	\$ 1,264,409	· ~	·	·	٠	\$ 2,985,084	· 69	\$ 9,050,479	\$ 13,299,972
Intergovernmental								,	
revenues	•	2,126,439	•	,	18,005	4,655,172	•	•	6,799,616
Charges for services	,	1	167,724	,	1	1	ť		167,724
Investment earnings	(699)	(4,193)	216	3,252	10	5,707	12	40,408	44,743
Other	1		1	619,715	1	68,000	6,336	1	694,051
Total revenues	1,263,740	2,122,246	167,940	622,967	18,015	7,713,963	6,348	9,090,887	21,006,106
Expenditures:									
Current:	•								
Parks and recreation	41,900		9,000	ı	ı	r	6,389	•	54,289
Public service	1,679,230	2,124,010		•	•	•	•	•	3,803,240
Public safety	ī	•	ı	34,259	28,134	ı	•	1	62,393
Public works	•	ı	•	,	•	4,716,830	1	•	4,716,830
Capital outlay	22,287	•	1,000	23,800	1	6,508	1	ı	53,595
Debt service:									
Principal retirement	ı	•	ī	1	,		ı	9,080,000	9,080,000
Interest and fiscal charges	ı		•	-	-		-	1,885,845	1,885,845
Total expenditures	1,743,417	2,124,010	7,000	58,059	28,134	4,723,338	6,389	10,965,845	19,656,192
Excess (deficiency)									
of revenues	(479 677)	(1 764)	160.940	564 908	(10.119)	2,990,625	(41)	(1,874,958)	1 349 914
over (unitar) experiments		(1976)			(10,117)			(22%, 12%)	1,000
Sources (uses):									
Transfers in	1,075,000	,	•	•	5,435	3,474,881	ı	•	4,555,316
Transfers out	(204,219)		•	1		(5,100,000)		(447,167)	(5,751,386)
Net other financing sources (uses)	870,781	1	1	•	5,435	(1,625,119)	1	(447,167)	(1,196,070)
Net change in fund									
balances	391,104	(1,764)	160,940	564,908	(4,684)	1,365,506	(41)	(2,322,125)	153,844
Fund balance - beginning	112,524	3,181,465	878,679	499,602	4,717	1,298,184	1,731	7,200,737	13,177,639
alance - ending	\$ 503,628	\$ 3,179,701	\$ 1,039,619	\$ 1,064,510	\$ 33	\$ 2,663,690	\$ 1,690	\$ 4,878,612	\$ 13,331,483
3				- 06 -					

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:							
Taxes:	# 1 # 50 000	Φ.	* 1 ** 5 0 0 0 0			* * * * * * * * * * * * * * * * * * *	# (#O# O#O)
Hotel/motel tax	\$ 1,750,000	\$ -	\$ 1,750,000			\$ 1,157,941	\$ (592,059)
Investment earnings	2,640		2,640			703	(1,937)
Total revenues	1,752,640		1,752,640			1,158,644	(593,996)
EXPENDITURES AND ENCUMBRANCES: Public service:							
Parks & recreation	1,482,575	1,199,991	2,682,566	\$ 1,743,417	\$ 45,699	1,789,116	893,450
Total expenditures and							
encumbrances	1,482,575	1,199,991	2,682,566	\$ 1,743,417	\$ 45,699	1,789,116	893,450
Excess (deficiency) of revenues							
over (under) expenditures and							
encumbrances	270,065	(1,199,991)	(929,926)			(630,472)	299,454
OTHER FINANCING USES:							
Transfers in:							
Westwood	-	1,075,000	1,075,000			1,075,000	•
Transfers out: Westwood	(205,469)		(205,469)			(204,219)	1,250
	(203,409)		(203,409)			(204,219)	1,230
Net other financing sources (uses)	(205,469)	1,075,000	869,531			870,781	1,250
Excess (deficiency) of revenues and other sources over (under) expenditures							
encumbrances and other uses	, 64,596	(124,991)	(60,395)			240,309	300,704
	ŕ	. , ,	, , ,			•	•
Fund balance, July 1, 2020							
(Non-GAAP budgetary basis)	(75,267)		(75,267)			(75,267)	
Fund balance, June 30, 2021							
(Non-GAAP budgetary basis)	\$ (10,671)	<u>\$ (124,991)</u>	<u>\$ (135,662)</u>			<u>\$ 165,042</u>	\$ 300,704

COMMUNITY DEVELOPMENT FUND SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)

FOR THE YEAR ENDED JUNE 30, 2021

,	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:	Dauget	Nevisions	Sudget	Expenditures	biunocs	Avidar	(Negative)
Intergovernmental:							
Community development							
block grant ("CDBG")	\$ 910,621	\$ -	\$ 910,621			\$ 561,472	\$ (349,149)
CDBG - CV grant	-	737,568	737,568			492,019	(245,549)
Emergency shelter grants	-	245,636	245,636			166,349	(79,287)
Home grant	412,569	-	412,569			242,990	(169,579)
COC planning grant Interest	-	-	-			12,587	12,587
	1 222 100		2 207 204			31	(920.046)
Total revenues	1,323,190	983,204	2,306,394			1,475,448	(830,946)
EXPENDITURES AND							
ENCUMBRANCES:							
Public service: Community development	619,466	845,531	1,464,997	\$ 301,632	\$ 200,733	502,365	962,632
CDBG housing	291,155	290,048	581,203	360,142	_	360,142	221,061
CDBG-CV	-	1,267,242	1,267,242	615,948	25,619	641,567	625,675
Home grants	412,569	632,282	1,044,851	590,123	133,616	723,739	321,112
Emergency shelter grants	<u>-</u>	245,636	245,636	206,893	31,933	238,826	6,810
COC planning grants	-	12,587	12,587	12,587	-	12,587	•
Total expenditures and							
encumbrances	1,323,190	3,293,326	4,616,516	\$ 2,087,325	\$ 391,901	2,479,226	2,137,290
Excess (deficiency) of revenues over (
expenditures and encumbrances	<u>-</u>	(2,310,122)	(2,310,122)			(1,003,778)	1,306,344
OTHER FINANCING SOURCES (U	SES):	, , ,				, , ,	, ,
Operating transfers in:							
Capital Fund	-	-	-			-	_
Operating transfers out:							
Capital Fund	-	-	-			-	-
Excess (deficiency) of revenues over ((under)						
expenditures, encumbrances and							
other uses	-	(2,310,122)	(2,310,122)			(1,003,778)	1,306,344
Fund balance (deficit),							
July 1, 2020 (Non-GAAP							
budgetary basis)	3,074,153		3,074,153			3,074,153	
Fund balance (deficit),							
June 30, 2021 (Non-GAAP							
budgetary basis)	\$ 3,074,153	\$ (2,310,122)	\$ 764,031			\$ 2,070,375	\$ 1,306,344

SPECIAL GRANTS FUND
SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
FOR THE YEAR ENDED JUNE 30, 2021

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:	_		-	•			
Intergovernmental:							
County Court DUI	\$ 62,834	\$ -	\$ 62,834			\$ 22,579	\$ (40,255)
Public safety grants	-	347,984	347,984			224,771	(123,213)
Public service grants Recreation grants	300.000	19,459 237,329	19,459 537,329			9,269 233,781	(10,190) (303,548)
Public works grants	-	175,100	175,100			70,170	(104,930)
Total intergovernmental	362,834	779,872	1,142,706			560,570	(582,136)
Investment earnings	302,834	779,872	1,142,700			(1,567)	(1,567)
mvestment carmings			<u>-</u>			(1,307)	(1,307)
Total revenues	362,834	779,872	1,142,706			559,003	(583,703)
EXPENDITURES AND							
ENCUMBRANCES:							
DUI enforcement	62,834	-	62,834	\$ 39,510	\$ -	39,510	23,324
Traffic & alcohol enforcement	-	95,083	95,083	56,676	-	56,676	38,407
JAG grant	-	4,986	4,986	4,956	-	4,956	30
DOJ-BJA grant	-	60,733	60,733	10,617	37,804	48,421	12,312
COPS grant	-	199,209	199,209	-	-	-	199,209
Emergency management grant	-	10,000	10,000	5,000	-	5,000	5,000
Homeland security grant	-	43,692	43,692	43,692	-	43,692	-
Legacy Trail grant	-	626	626	-	-	-	626
CARES parks grant	-	237,329	237,329	233,781	115	233,896	3,433
SHPO / CLG grant	-	24,242	24,242	23,989	-	23,989	253
Firehouse art grant	300,000	25,000	325,000	-	-	-	325,000
Stormwater quality grant	-	85,500	85,500	74,523	10,977	85,500	
Traffic grant	-	14,615	14,615	10,400	-	10,400	4,215
Northbase grant	-	89,600	89,600		72,000	72,000	17,600
Total expenditures and							
encumbrances	362,834	890,615	1,253,449			624,040	629,409

(Continued)

Secrit S		Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
Concess of the control of the cont	Excess (deficiency) of reven	nues and						
OTHER FINANCING SOURCES (USES): Operating transfers in: Capital Fund	other sources over (under)	expenditures,						
Operating transfers in: Capital Fund - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -<	encumbrances		(110,743)	(110,743)			(65,037)	45,706
Capital Fund	OTHER FINANCING SOU	RCES (USES):						
General Fund - - - Operating transfers out: - - - General Fund - - - Net other financing sources sources - - - Sources - - - Excess (deficiency) of revenues and other sources over (under) expenditures, encumbrances and other sources - (110,743) (110,743) (65,037) 45,706 Fund balance (deficit), July 1, 2020 (Non-GAAP budgetary basis) 1,984,898 - 1,984,898 - 1,984,898 - Fund balance (deficit), June 30, 2021 (Non-GAAP budgetary - 1,984,898 - 1,984,898 - -	Operating transfers in:							
Operating transfers out: General Fund - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - - -	Capital Fund	-	-	-			-	-
Net other financing sources	General Fund	-	•	-			-	-
Net other financing sources sources	Operating transfers out:							
Excess (deficiency) of revenues and other sources over (under) expenditures, encumbrances and other sources - (110,743) (110,743) (65,037) 45,706	General Fund			-				
Excess (deficiency) of revenues and other sources over (under) expenditures, encumbrances and other sources - (110,743) (110,743) (65,037) 45,706 Fund balance (deficit), July 1, 2020 (Non-GAAP budgetary basis) 1,984,898 - 1,984,898 - 1,984,898 Fund balance (deficit), June 30, 2021 (Non-GAAP budgetary	Net other financing sour	ces						
other sources over (under) expenditures, encumbrances and other sources - (110,743) (110,743) (65,037) 45,706 Fund balance (deficit), July 1, 2020 (Non-GAAP budgetary basis) 1,984,898 - 1,984,898 - 1,984,898 1,984,898 1,984,898 1,984,898	sources	-	-	-				
encumbrances and other sources - (110,743) (110,743) (65,037) 45,706 Fund balance (deficit), July 1, 2020 (Non-GAAP budgetary basis) 1,984,898 - 1,984,898 - 1 Fund balance (deficit), June 30, 2021 (Non-GAAP budgetary	Excess (deficiency) of reven	ues and						
sources - (110,743) (110,743) (65,037) 45,706 Fund balance (deficit), July 1, 2020 (Non-GAAP budgetary basis) 1,984,898 - 1,984,898 - Fund balance (deficit), June 30, 2021 (Non-GAAP budgetary	other sources over (under)	expenditures,						
Fund balance (deficit), July 1, 2020 (Non-GAAP budgetary basis) 1,984,898 - 1,984,898 - 1,984,898 - Fund balance (deficit), June 30, 2021 (Non-GAAP budgetary	encumbrances and other							
(Non-GAAP budgetary basis) 1,984,898 - 1,984,898 - 1,984,898 Fund balance (deficit), June 30, 2021 (Non-GAAP budgetary	sources		(110,743)	(110,743)			(65,037)	45,706
basis) 1,984,898 - 1,984,898 - 1,984,898 - 1,984,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 - 1,084,898 -		1, 2020						
(Non-GAAP budgetary		1,984,898	-	1,984,898			1,984,898	
		30, 2021						
	· · · · · · · · · · · · · · · · · · ·	\$1,984,898	\$ (110,743)	\$ 1,874,155			\$ 1,919,861	\$ 45,706
(Concluded)								(Concluded)

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:							
Investment earnings	\$ 10,000	\$ -	\$ 10,000			\$ 6,840	\$ (3,160)
Charges for services	85,000	-	85,000			167,724	82,724
Total revenues	95,000		95,000			174,564	79,564
EXPENDITURES AND							
ENCUMBRANCES:							
Parks and recreation	-	416,364	416,364	\$ 7,000	\$ 280,407	287,407	128,957
Total expenditures							
and encumbrances	-	416,364	416,364	\$ 7,000	\$ 280,407	287,407	128,957
							
Excess (deficiency) of							
revenues over (under) expen	ditures						
and encumbrances	95,000	(416,364)	(321,364)			(112,843)	208,521
	20,000	(110,001)	(021,001)			(112,010)	200,022
OTHER FINANCING SOUR	CES (USES):						
Transfers Out:	(====).						
Norman Forward Fund	<u>-</u>	-	-			_	_
							-
Excess (deficiency) of							
revenues over (under) expen-	ditures						
and encumbrances and other							
	95,000	(416,364)	(321,364)			(112,843)	208,521
financing sources (uses)	93,000	(410,364)	(321,304)			(112,643)	208,321
Fund balance, July 1, 2020							
(Non-GAAP budgetary							
basis)	868,998	-	868,998			868,998	<u> </u>
	•						
Fund balance, June 30, 2021							
(Non-GAAP budgetary basis)	\$ 963,998	\$ (416,364)	\$ 547,634			\$ 756,155	\$ 208,521
uasis)	φ 903,996	φ (410,304)	ψ <i>547</i> ,034			<u> </u>	<u> </u>

SEIZURES AND RESTITUTIONS FUND SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) FOR THE YEAR ENDED JUNE 30, 2021

		Original Budget		Revisions	Revised Budget	Expenditures		ncum- rances		Actual	Variance- Positive (Negative)
REVENUES:											
Intergovernmental:											
State Seizure/Restitution	\$	9,000	\$	-	\$ 9,000				\$	619,695	\$ 610,695
Federal Seizure/Restitution		6,000		-	6,000					4.005	(6,000)
Investment earnings Miscellaneous income		500		-	500					4,095	3,595
Miscenaneous income	_				 -				_	21	21
Total revenues		15,500	_	-	 15,500				_	623,811	608,311
EXPENDITURES AND											
ENCUMBRANCES:											
Public Safety:											
State seizures		-		44,011	44,011	\$ (13,779)	\$	_		(13,779)	57,790
Federal seizures		_		27,300	27,300	27,878	-	_		27,878	(578)
r edorar serbares				27,500	 27,500				_	27,070	(376)
Total expenditures and											
encumbrances				71,311	71,311	\$ 14,099	\$	-	_	14,099	57,212
Excess (deficiency) of revenues over ((under)										
expenditures and encumbrances		15,500		(71,311)	(55,811)					609,712	665,523
1											
OTHER FINANCING SOURCES (U	SES):										
Transfers in:											
General Fund					 				_	-	-
Net other financing sources		_		_	_					_	_
Not other intalled gources					 						
Excess (deficiency) of revenues over ((under)										
expenditures and encumbrances	()										
and other financing sources (uses)		15,500		(71,311)	(55,811)					609,712	665,523
Fund balance, July 1, 2020											
(Non-GAAP budgetary basis)		452,977	***************************************	-	 452,977					452,977	_
Fund balance, June 30, 2021											
(Non-GAAP budgetary basis)	<u>\$</u> _	468,477	\$	(71,311)	\$ 397,166				\$	1,062,689	\$ 665,523

CLEET FUND
SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)
FOR THE YEAR ENDED JUNE 30, 2021

·	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:							
Fines and forfeitures:							
Cleet training revenue	\$ 32,000	\$ -	\$ 32,000			\$ 18,006	\$ (13,994)
Investment earnings	-	-	-			32	32
Miscellaneous revenue	-						-
Total revenues	32,000	. — -	32,000			18,038	(13,962)
EXPENDITURES AND							
ENCUMBRANCES:							
Public Safety:							
Court Cleet Training	1,500	-	1,500	\$ 400	\$ -	400	1,100
Police Cleet Training	29,005	11	29,016	27,723	587	28,310	706
Total expenditures and							
encumbrances	30,505	11	30,516	\$ 28,123	\$ 587	28,710	1,806
Excess (deficiency) of revenues over (un	nder)						
expenditures and encumbrances		(11)	1 494			(10.672)	(10.156)
expenditures and encumbrances	1,495	(11)	1,484			(10,672)	(12,156)
OTHER FINANCING USES:							
Transfers in	-	-	-			5,435	5,435
Excess (deficiency) of revenue and othe	r sources						
over (under) expenditures,	1,495	(11)	1,484			(5,237)	(6,721)
over (under) expenditures,	1,493	(11)	1,404			(5,237)	(0,721)
Fund balance, July 1, 2020							
(Non-GAAP budgetary basis)	4,669		4,669			4,669	
Fund balance, June 30, 2021							
(Non-GAAP budgetary basis)	\$ 6,164	<u>\$ (11)</u>	\$ 6,153			<u>\$ (568)</u>	\$ (6,721)

TRANSIT AND PARKING FUND SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) FOR THE YEAR ENDED JUNE 30, 2021

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:							
Sales taxes	\$ 2,500,000	\$ -	\$ 2,500,000			\$ 2,487,757	\$ (12,243)
Use taxes	-	-	-			374,016	374,016
Investment earnings	-	-	-			3,946	3,946
Grant revenue	7,100,000	-	7,100,000			3,100,211	(3,999,789)
Miscellaneous income		50,000	50,000			68,000	18,000
Total revenues	9,600,000	50,000	9,650,000			6,033,930	(3,616,070)
EXPENDITURES AND							
ENCUMBRANCES:							
Public Works:							
Fleet repair	1,936,052	1,076,899	3,012,951	\$ 1,197,207	\$ 1,251,892	2,449,099	563,852
Transit & parking admin	3,409,844	116,796	3,526,640	3,052,021	337,502	3,389,523	137,117
Capital projects	•	480,201	480,201	227,272	58,779	286,051	194,150
Total expenditures and							
encumbrances	5,345,896	1,673,896	7,019,792	\$ 4,476,500	\$ 1,648,173	6,124,673	895,119
Excess (deficiency) of revenues over ((under)						
expenditures and encumbrances	4,254,104	(1,623,896)	2,630,208			(90,743)	(2,720,951)
OTHER FINANCING SOURCE	S (USES):						
Transfers in:							
General Fund	1,174,377	50,000	1,224,377			3,474,881	2,250,504
Transfers out:							
General Fund	(5,100,000)		(5,100,000)			(5,100,000)	
Net other financing sources	(3,925,623)	50,000	(3,875,623)			(1,625,119)	2,250,504
Excess (deficiency) of revenues over ((under)						
expenditures and encumbrances							
and other financing sources (uses)	328,481	(1,573,896)	(1,245,415)			(1,715,862)	(470,447)
Fund balance, July 1, 2020							
(Non-GAAP budgetary basis)	554,927		554,927			554,927	-
Fund balance, June 30, 2021		.					
(Non-GAAP budgetary basis)	\$ 883,408	\$ (1,573,896)	\$ (690,488)			\$ (1,160,935)	<u>\$ (470,447)</u>

ART IN PUBLIC PLACES FUND SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) FOR THE YEAR ENDED JUNE 30, 2021

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:							
Other revenue	\$ 16,000	<u>\$ - </u>	\$ 16,000			\$ 6,348	\$ (9,652)
Total revenues	16,000	-	16,000			6,348	(9,652)
EXPENDITURES AND							
ENCUMBRANCES:							
Parks & recreation							
Donation	16,000	12,602	28,602	<u>\$ -</u>	\$ -		28,602
Total expenditures and							
encumbrances	16,000	12,602	28,602	<u>\$ - </u>	\$ -	-	28,602
Excess (deficiency) of revenues over	(under)						
expenditures and encumbrances and other financing sources (uses)	-	(12,602)	(12,602)			6,348	18,950
Fund balance, July 1, 2020 (Non-GAAP budgetary basis)	(10,871)	-	(10,871)			(10,871)	
Fund balance, June 30, 2021 (Non-GAAP budgetary basis)	<u>\$ (10,871)</u>	\$ (12,602)	\$ (23,473)			\$ (4,523)	\$ 18,950

DEBT SERVICE FUND SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS)

FOR THE YEAR ENDED JUNE 30, 2021

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:							
Taxes:							
Property tax Sales tax	\$ 12,342,618	\$ -	\$ 12,342,618			\$ 9,050,479	\$ (3,292,139
Total taxes	12,342,618	-	12,342,618			9,050,479	(3,292,139
Investment earnings	25,000	-	25,000			57,208	32,208
Total revenues	12,367,618		12,367,618			9,107,687	(3,259,931
EXPENDITURES AND ENCUMBRANCES: Debt service:							
Principal Interest and fiscal charges	9,080,000 1,889,398		9,080,000 1,889,398	\$ 9,080,000 1,885,845	\$ -	9,080,000 1,885,845	3,553
Total expenditures and							
encumbrances	10,969,398		10,969,398	\$10,965,845	<u>\$ -</u>	10,965,845	3,553
Excess (deficiency) of revenues over (under) expenditu	ıres						
and encumbrances	1,398,220		1,398,220			(1,858,158)	_(3,256,378
OTHER FINANCING SOURCES (USES): Transfers out:							
Insurance fund	(500,000)	-	(500,000)			(447,167)	52,833
Net other financing							
sources (uses)	(500,000)		(500,000)			(447,167)	52,833
Excess (deficiency) of revenues and other sources over (under)							
expenditures, encumbrances and other sources (uses)	898,220	-	898,220			(2,305,325)	(3,203,545
Fund balance, July 1, 2020 (Non-GAAP budgetary basis)	7,158,370		7,158,370			7,158,370	
Fund balance, June 30, 2021 (Non-GAAP budgetary (basis)	\$ 8,056,590	<u>\$ -</u>	\$ 8,056,590			\$ 4,853,045	\$ (3,203,545

CAPITAL PROJECTS FUND SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE - BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) FOR THE YEAR ENDED JUNE 30, 2021

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:	Dauget	Revisions	Budget	Expenditures	Diances	Actual	(Ivegative)
Taxes:							
Sales tax	\$ 13,516,925	s -	\$ 13,516,925			\$ 13,931,441	\$ 414,516
Property tax - UNP TIF		_	-			(393,293)	(393,293)
Property tax - Center Cty TIF	-	_				300,650	300,650
Special assessment	175,000	-	175,000			211,512	36,512
Investment earnings	700,000	_	700,000			219,784	(480,216)
Miscellaneous		-				279,044	279,044
Total revenues	14,391,925		14,391,925			14,549,138	157,213
EXPENDITURES AND							
ENCUMBRANCES:			•				
Personnel costs	1,318,396	(153,163)	1,165,233	\$ 1,163,741	\$ -	1,163,741	1,492
Services and maintenance	165,254	201,631	366,885	203,872	-	203,872	163,013
Cost allocation charges	200	-	200	200	-	200	-
Capital projects Capital projects -	31,674,119	51,418,349	83,092,468	15,901,570	14,670,994	30,572,564	52,519,904
UNP TIF	•	6,679,959	6,679,959	480,185	51,617	531,802	6,148,157
Debt service	1,319,762	307,591	1,627,353	1,510,352		1,510,352	117,001
Total expenditures							
and encumbrances	34,477,731	58,454,367	92,932,098	\$ 19,259,920	\$ 14,722,611	33,982,531	58,949,567
Excess (deficiency) of							
revenues over (under) expenditures							
and encumbrances	(20,085,806)	(58,454,367)	(78,540,173)			(19,433,393)	59,106,780
OTHER FINANCING SOURCES (USES): Transfers Out:							
General fund	(3,594,896)	(103,667)	(3,698,563)			(3,782,098)	(83,535)
Westwood fund	(139,800)	-	(139,800)			(24,793)	115,007
Norman Forward fund	-	(4,776,381)	(4,776,381)			(4,776,381)	,
Seizures fund	-	-	-			-	_
PSST fund	(343,666)	_	(343,666)			(375,137)	(31,471)
Transfers In:	,					,	, , ,
Wastewater fund	-	81,676	81,676			81,676	-
Water fund	-	288,500	288,500			288,500	-
Transit & parking fund	5,100,000	-	5,100,000			5,100,000	-
Debt proceeds			*			25,219,275	25,219,275
Net other financing sources (uses)	1,021,638	(4,509,872)	(3,488,234)			21,731,042	25,219,276
Excess (deficiency) of revenues over expenditures							
and encumbrances and							
other sources (uses)	(19,064,168)	(62,964,239)	(82,028,407)			2,297,649	84,326,056
Fund balance, July 1, 2020 (Non-GAAP budgetary basis)	64,544,874	-	64,544,874			64,544,874	-
Fund balance, June 30, 2021							
(Non-GAAP budgetary basis)	\$ 45,480,706	\$ (62,964,239)	\$ (17,483,533)			\$ 66,842,523	\$ 84,326,056

NORMAN FORWARD FUND SCHEDULE OF REVENUES, EXPENDITURES, ENCUMBRANCES AND CHANGES IN FUND BALANCE -BUDGET AND ACTUAL (NON-GAAP BUDGETARY BASIS) FOR THE YEAR ENDED JUNE 30, 2021

	Original Budget	Revisions	Revised Budget	Expenditures	Encum- brances	Actual	Variance- Positive (Negative)
REVENUES:	Dauget	Kevisions	Buuget	Expenditures	biances	Actual	(Negative)
Taxes:							
Sales tax	\$ 9,803,557	\$ -	\$ 9,803,557			\$ 9,951,030	\$ 147,473
Use tax	1,076,444	-	1,076,444			1,496,071	419,627
Investment earnings	15,000	-	15,000			177,819	162,819
Miscellaneous	2,000,000		2,000,000			-	(2,000,000)
Total revenues	12,895,001		12,895,001			11,624,920	(1,270,081)
EXPENDITURES AND							
ENCUMBRANCES:							
Services and maintenance	-	1,082,318	1,082,318	\$ -	\$ -	-	1,082,318
Capital projects	1,756,243	68,694,991	70,451,234	5,275,028	1,996,101	7,271,129	63,180,105
Debt service	7,648,848	-	7,648,848	5,170,293		5,170,293	2,478,555
Total expenditures							
and encumbrances	9,405,091	69,777,309	79,182,400	\$ 10,445,321	\$ 1,996,101	12,441,422	66,740,978
Excess (deficiency) of					÷		
revenues over (under) expenditures							
and encumbrances	3,489,910	(69,777,309)	(66,287,399)			(816,502)	65,470,897
OTHER FINANCING							
SOURCES (USES):							
Transfers Out:			•				
General fund	(187,695)	-	(187,695)			(187,695)	-
Westwood fund	(35,000)	•	(35,000)			(35,000)	-
Transfers In:							
General fund	-	4,800,000	4,800,000			4,800,000	-
UNP TIF fund	-	4,776,381	4,776,381			4,776,381	-
Debt proceeds	-		-			22,250,000	22,250,000
Net other financing							
sources (uses)	(222,695)	9,576,381	9,353,686			31,603,686	22,250,000
Excess (deficiency) of revenues over expenditures and encumbrances and	0.075.015	(60 000 000)	(2(000 210)			20.707.104	07.700.000
other sources (uses)	3,267,215	(60,200,928)	(56,933,713)			30,787,184	87,720,897
Fund balance, July 1, 2020 (Non-GAAP budgetary basis)	30,653,124		30,653,124			30,653,124	-
Fund balance, June 30, 2021 (Non-GAAP budgetary basis)	\$ 33,920,339	e (60.200.029)	\$ (26,280,589)			£ 61 440 200	¢ 97.730.907
U4313 J	± 33,320,339	\$ (60,200,928)	\$ (26,280,589)			\$ 61,440,308	\$ 87,720,897

NOTES TO OTHER SUPPLEMENTARY INFORMATION ON BUDGETARY COMPARISON SCHEDULES – NONMAJOR SPECIAL REVENUE FUNDS, DEBT SERVICE FUND, CAPITAL PROJECTS FUND AND NORMAN FORWARD FUND

Budget Reconciliations - Items required to adjust actual revenues, expenditures, and fund balances reported on the budgetary basis to those reported within the fund financial statements as of and for the year ended June 30, 2021, are as follows:

	Special Revenue Funds	Debt Service Fund	Capital Projects Fund	Norman Forward Fund
Fund balances, June 30, 2021 (Non-GAAP				
budgetary basis)	\$ 4,808,096	\$ 4,853,045	\$ 66,842,523	\$ 61,440,308
Current year encumbrances				
included in expenditures	2,487,663	-	14,722,611	1,996,101
Prior year encumbrances outstanding	234,658	-	5,771,281	2,339,241
Current year revenue accrual	3,119,357	25,567	2,904,140	2,306,549
Current year expenditure accrual	(41,214)	<u> </u>	(443,052)	(90,415)
GAAP basis fund balances, June 30, 2021	\$ 10,608,560	\$ 4,878,612	\$ 89,797,503	\$ 67,991,784
Budgetary basis revenues	\$ 10,049,786	\$ 9,107,687	\$ 14,549,138	\$ 11,624,920
Current year revenue accrual	3,119,357	25,567	2,904,140	2,306,549
Prior year revenue accrual	(807,028)	(42,367)	(2,756,147)	(2,080,691)
GAAP basis revenues	\$ 12,362,115	\$ 9,090,887	\$ 14,697,131	\$ 11,850,778
Budgetary basis expenditures	\$ 11,347,271	\$ 10,965,845	\$ 33,982,531	\$ 12,441,422
Current year encumbrances	(2.497.((2)		(14.700 (11)	(1,007,101)
included in expenditures	(2,487,663)	-	(14,722,611)	(1,996,101)
Prior year encumbrances paid	734,276	-	6,569,434	5,486,640
Current year expenditure accrual	41,214	-	443,052	90,415
Prior year expenditure accrual	(428,878)	-	(804,975)	(54,761)
GAAP basis expenditures	\$ 9,206,220	\$ 10,965,845	\$ 25,467,431	\$ 15,967,615

COMBINING STATEMENT OF NET POSITION ENTERPRISE FUND - NORMAN MUNICIPAL AUTHORITY JUNE 30, 2021

ASSETS	Westwood Park	Sanitation Services	Total
Current assets:	Park	Services	iotai
Cash and cash equivalents	\$ 650,755	\$ 6,338,608	\$ 6,989,363
Restricted cash and cash equivalents	995	469,310	470,305
Investments	-	9,338,969	9,338,969
Receivables:		7,330,707	7,550,707
Accounts, net of allowance for estimated uncollectible accounts	_	1,831,527	1,831,527
Interest	<u>-</u>	25,188	25,188
Due from other funds		187,731	187,731
Due from outer funds	-	167,731	10/,/31
Total current assets	651,750	18,191,333	18,843,083
Noncurrent assets:			
Restricted cash and cash equivalents	209,457	•	209,457
Capital assets, net	6,892,114	11,146,015	18,038,129
Total noncurrent assets	7,101,571	11,146,015	18,247,586
Total assets	7,753,321	29,337,348	37,090,669
LIADULTIFA			
LIABILITIES			
Current liabilities:	220.012	006 001	
Accounts payable and accrued liabilities	338,013	886,301	1,224,314
Payroll payable	95,876	160,327	256,203
Accrued interest payable	995	*	995
Guaranty deposits	-	469,310	469,310
Revenue bonds payable	191,897	-	191,897
Notes payable Compensated absences	0.790	27.005	46 994
Compensated absences	9,789	37,095	46,884
Total current liabilities	636,570	1,553,033	2,189,603
Noncurrent liabilities:			
Compensated absences	88,151	334,062	422,213
Total noncurrent liabilities	88,151	334,062	422,213
Total liabilities	724,721	1,887,095	2,611,816
NET POSITION			
Net invested in capital assets	6,697,114	11,146,015	17,843,129
Restricted for debt service	209,457	,	209,457
Unrestricted	122,029	16,304,238	16,426,267
Total net position	\$ 7,028,600	\$ 27,450,253	\$ 34,478,853

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN FUND NET POSITION ENTERPRISE FUND - NORMAN MUNICIPAL AUTHORITY FOR THE YEAR ENDED JUNE 30, 2021

	Westwood Park	Sanitation Services	Total
Operating revenues:			,
Golf and pool fees	\$ 1,942,08	0 \$ -	\$ 1,942,080
Sanitation services, net	•	16,188,306	16,188,306
Other	7,77		98,681
Total operating revenues	1,949,85	4 16,279,213	18,229,067
Operating expenses:			
Salaries and benefits	1,103,26	6 4,802,570	5,905,836
Supplies and materials	344,193	2 889,825	1,234,017
Services and maintenance	410,51	7,111,658	7,522,171
Depreciation and amortization	147,47	7 1,966,339	2,113,816
Total operating expenses	2,005,44	8 14,770,392	16,775,840
Operating income (loss)	(55,594	4) 1,508,821	1,453,227
Nonoperating revenues (expenses):			
Investment earnings	1,483	8 18,732	20,220
Interest and fiscal charges	(26,404		(26,404)
Miscellaneous income (expense)		89,494	89,494
Net nonoperating revenues (expenses)	(24,910	5)108,226	83,310
Income (loss) before transfers	(80,510	0)1,617,047	1,536,537
Transfers in (out):			
Transfers in	264,012	2 -	264,012
Transfers out	-	(150,832)	(150,832)
Net transfers	264,012	(150,832)	113,180
Net income	183,502	2 1,466,215	1,649,717
Net position - beginning	6,845,098	25,984,038	32,829,136
Net position - ending	\$ 7,028,600	\$ 27,450,253	\$ 34,478,853

COMBINING STATEMENT OF CASH FLOWS

ENTERPRISE FUND - NORMAN MUNICIPAL AUTHORITY

FOR THE YEAR ENDED JUNE 30, 2021

TON THE TEAN ENDED OONE OO, 2021	Westwood Park	Sanitation Services	Total
Cash flows from operating activities:			
Cash received from customers	\$ 1,949,854	\$ 15,454,997	\$ 17,404,851
Cash paid to employees for services	(1,131,036)	(4,803,445)	(5,934,481)
Cash paid to suppliers	(618,716)	(7,618,889)	(8,237,605)
Other payments		45,718	45,718
Net cash provided by operating activities	200,102	3,078,381	3,278,483
Cash flows from noncapital financing activities:			
Transfers in	264,012	-	264,012
Transfers out	0	(150,832)	(150,832)
Net cash provided by (used for) noncapital financing activities	264,012	(150,832)	113,180
Cash flows from capital and related financing activities:			
Proceeds from disposal of capital assets	-	84,728	84,728
Payments for the acquisition of capital assets	(21,950)	(2,768,309)	(2,790,259)
Principal payments on revenue bonds payable	(180,000)	-	(180,000)
Interest and fiscal charges paid	(24,219)		(24,219)
Net cash used for capital and related			
financing activities	(226,169)	(2,683,581)	(2,909,750)
Cash flows from investing activities:			
Proceeds from maturity of investments	-	2,931,340	2,931,340
Payments for purchases of investments	-	(6,302,935)	(6,302,935)
Investment earnings received	1,488	122,328	123,816
Net cash provided by (used for) investing activities	1,488	(3,249,267)	(3,247,779)
Net change in cash and cash equivalents	239,433	(3,005,299)	(2,765,866)
Cash and eash equivalents - beginning	621,774	9,813,217	10,434,991
Cash and cash equivalents - ending	\$ 861,207	\$ 6,807,918	\$ 7,669,125
Reconciliation of operating income (loss) to net cash provided by (used for)	operating activities:	:	
Operating income (loss)	\$ (55,594)	\$ 1,508,821	\$ 1,453,227
Adjustments to reconcile operating income (loss)			
to net cash provided by (used for) operating activities:			
Miscellaneous revenue	-	89,494	89,494
Bad debt expense	_	129,217	129,217
Depreciation and amortization	147,477	1,966,339	2,113,816
Loss on disposal of property, plant and equipment	· · · · · · · · ·	63,148	63,148
Increase in accounts receivable, net	_	(1,001,802)	(1,001,802)
Increase in due from other funds	_	(106,924)	(106,924)
Increase in accounts payable and accrued liabilities	135,989	382,594	518,583
Increase (decrease) in payroll payable	•		
Increase (decrease) in payron payable Increase in guaranty deposits	(14,752)	27,288	12,536 48,369
Decrease in compensated absences	(13,018)	48,369 (28,163)	48,369 (41,181)
Net cash provided by (used for) operating activities	\$ 200,102	\$ 3,078,381	\$ 3,278,483
	200,102	ψ <i>3</i> ,070,301	ψ <i>5,276,</i> 16 <i>5</i>
NONCASH ACTIVITIES:	Φ.	m 100 100	
Change in unrealized loss on investments	<u> </u>	\$ 102,495	\$ 102,495

COMBINING STATEMENT OF NET POSITION ENTERPRISE FUND - NORMAN UTILITIES AUTHORITY JUNE 30, 2021

ASSETS	Water	Wastewater	Total
Current assets:			
Cash and cash equivalents	\$ 13,834,482	\$ 4,813,919	\$ 18,648,401
Restricted cash and cash equivalents	7,685,318	548,679	8,233,997
Investments	16,921,582	16,087,549	33,009,131
Receivables:			,
Accounts, net of allowance for estimated uncollectible accounts	2,412,359	1,536,009	3,948,368
Interest	45,741	43,390	89,131
Due from other funds	425,027	133,611	558,638
Total current assets	41,324,509	23,163,157	64,487,666
Noncurrent assets:			
Restricted cash and cash equivalents	_	6,975,630	6,975,630
Capital assets, net	152,904,541	132,314,593	285,219,134
•			
Total noncurrent assets	152,904,541	139,290,223	292,194,764
Total assets	194,229,050	162,453,380	356,682,430
DEFERRED OUTFLOW OF RESOURCES			
Deferred charge on refunding	510,492	-	510,492
Total deferred outflows of resources	510,492	-	510,492
LIABILITIES			. ,
Current liabilities:			
Accounts payable and accrued liabilities	1 276 722	313,185	1 590 017
Payroll payable	1,276,732 142,520	71,249	1,589,917 213,769
Accrued interest payable	320,611	181,325	501,936
Retainage payable	569,643	129,782	699,425
Guaranty deposits	869,641	452,791	1,322,432
Notes payable	3,574,869	3,568,382	7,143,251
Compensated absences	48,873	34,020	82,893
Total current liabilities	6,802,889	4,750,734	11,553,623
Noncurrent liabilities:			
Notes payable, net	49,798,065	22,423,236	72,221,301
Compensated absences	440,127	306,364	746,491
Total noncurrent liabilities	50,238,192	22,729,600	72,967,792
Total liabilities	57,041,081	27,480,334	84,521,415
NET POSITION			
Net invested in capital assets	104,834,696	106,190,141	211,024,837
Restricted for debt service	615,268	6,890,193	7,505,461
Restricted for capital projects	•	6,975,630	6,975,630
Unrestricted	32,248,497	14,917,082	47,165,579
Total net position	\$ 137,698,461	\$ 134,973,046	\$ 272,671,507

COMBINING STATEMENT OF REVENUES, EXPENSES AND CHANGES IN NET POSITION ENTERPRISE FUND - NORMAN UTILITIES AUTHORITY FOR THE YEAR ENDED JUNE 30, 2021

	Water	Wastewater	Total
Operating revenues:			
Water service, net	\$ 25,498,38		\$ 25,498,386
Wastewater service, net	•	16,615,270	16,615,270
Other	396,69		396,693
Total operating revenues	25,895,07	9 16,615,270	42,510,349
Operating expenses:			
Salaries and benefits	4,257,458	3,466,591	7,724,049
Supplies and materials	2,740,98	1 688,267	3,429,248
Services and maintenance	6,439,999	6,195,629	12,635,628
Depreciation and amortization	4,920,432	9,250,192	14,170,624
Total operating expenses	18,358,870	19,600,679	37,959,549
Operating income	7,536,209	(2,985,409)	4,550,800
Nonoperating revenues (expenses):			
Tax revenue	-	2,307,102	2,307,102
Investment earnings	(8,67)	36,293	27,622
Interest and fiscal charges	(1,579,354	1) (647,436)	(2,226,790)
Miscellaneous income (expense)	342,542	(32,311)	310,231
Net nonoperating revenues (expenses)	(1,245,483	3) 1,663,648	418,165
Income before capital contributions and operating transfers	6,290,726	(1,321,761)	4,968,965
Capital contributions - donated water and sewer distribution systems	9,632,122	2 1,164,369	10,796,491
Transfers out	(1,392,153	3) (664,081)	(2,056,234)
Transfers between Water and Wastewater	33,500		
Net capital contributions and transfers	8,273,469	466,788	8,740,257
Net income	14,564,195	(854,973)	13,709,222
Net position - beginning	123,134,266	135,828,019	258,962,285
Net position - ending	\$ 137,698,461	\$ 134,973,046	\$ 272,671,507

COMBINING STATEMENT OF CASH FLOWS

ENTERPRISE FUND - NORMAN UTILITIES AUTHORITY

FOR THE YEAR ENDED JUNE 30, 2021

	Water	Wastewater	Total
Cash flows from operating activities:			
Cash received from customers	\$ 25,625,565	\$ 16,181,978	\$ 41,807,543
Cash paid to employees for services	(4,309,991)	(3,465,936)	(7,775,927)
Cash paid to suppliers	(10,803,955)	(7,046,742)	(17,850,697)
Other payments	219,032	(10,478)	208,554
Net cash provided by operating activities	10,730,651	5,658,822	16,389,473
Cash flows from noncapital financing activities:			
Transfers out	(1,392,153)	(664,081)	(2,056,234)
Transfers between Water and Wastewater	33,500	(33,500)	<u> </u>
Net cash used for noncapital financing activities	(1,358,653)	(697,581)	(2,056,234)
Cash flows from capital and related financing activities:			
Proceeds from disposal of capital assets	6,417	9,951	16,368
Payments for the acquisition of capital assets	(9,398,302)	(2,994,476)	(12,392,778)
Proceeds from taxes	-	2,307,102	2,307,102
Proceeds from notes payable	2,995,607	-	2,995,607
Principal payments on notes payable	(3,921,591)	(3,486,993)	(7,408,584)
Interest and fiscal charges paid	(1,571,742)	(666,986)	(2,238,728)
Net cash used for capital and related financing activities	(11,889,611)	(4,831,402)	(16,721,013)
Cash flows from investing activities:	-		
Proceeds from maturity of investments	7,030,468	4,918,486	11,948,954
Payments for purchases of investments	(11,420,493)	(10,857,598)	(22,278,091)
Investment earnings received	230,850	210,797	441,647
Net cash provided by investing activities	(4,159,175)	(5,728,315)	(9,887,490)
Net change in cash and cash equivalents	(6,676,788)	(5,598,476)	(12,275,264)
Cash and cash equivalents - beginning	28,196,588	17,936,704	46,133,292
Cash and cash equivalents - ending	\$ 21,519,800	\$ 12,338,228	\$ 33,858,028
Reconciliation of operating income to net cash provided by operating activities:			
Operating income (loss)	\$ 7,536,209	\$ (2,985,409)	\$ 4,550,800
Adjustments to reconcile operating income			
to net cash provided by operating activities:			
Miscellaneous income (expense)	342,542	(32,311)	310,231
Bad debt expense	114,524	101,181	215,705
Depreciation and amortization	4,920,432	9,250,192	14,170,624
Loss on disposal of property, plant and equipment	170,556	8,599	179,155
Increase in accounts receivable, net	(400,703)	(576,198)	(976,901)
(Increase) decrease due from other funds	(294,066)	13,234 (258,752)	(280,832)
Decrease in accounts payable and accrued liabilities Increase (decrease) in payroll payable	(1,165,154)	(238,732) 15,680	(1,423,906)
Increase (decrease) in payron payable Increase (decrease) in retainage payable	(24,103) (457,821)	95,906	(8,423) (361,915)
Increase in guaranty deposits	16,665	41,725	58,390
Decrease in compensated absences	(28,430)	(15,025)	(43,455)
Net cash provided by (used for) operating activities	\$ 10,730,651	\$ 5,658,822	\$ 16,389,473
	<u> </u>	Ţ 2,720,011	<u> </u>
NONCASH ACTIVITIES: Donated water and sewer distribution systems	\$ 9,632,122	\$ 1,164,369	\$ 10,796,491
·	\$ 229,890		
Change in unrealized gain on investments	<u> </u>	\$ 173,191	\$ 403,081

COMBINING STATEMENT OF PENSION TRUST FUND JUNE 30, 2021

	Annuity Pool Fund	401(a) Plan Fund	Total
ASSETS			
Investments - mutual funds	\$ 215,102	\$ 118,544,128	\$ 118,759,230
Loans to 401(a) Plan participants		3,180,394	3,180,394
Total assets	\$ 215,102	\$ 121,724,522	\$ 121,939,624
LIABILITIES AND NET POSITION			
Net position:			
Restricted for defined pension benefits	\$ 215,102	\$ -	\$ 215,102
Restricted for defined contribution pension benefits		121,724,522	121,724,522
Total liabilities and net position	\$ 215,102	\$ 121,724,522	\$ 121,939,624

COMBINING STATEMENT OF CHANGES IN PENSION TRUST FUND FOR THE YEAR ENDED JUNE 30, 2021

ADDITIONS:	Annuity Pool Fund	401(a) Fund	Total
Contributions: Employer Employee	\$ 64,917 	\$ 2,686,306 2,069,080	\$ 2,751,223 2,069,080
Total contributions	64,917	4,755,386	4,820,303
Investment income (loss)	39,070	29,024,567	29,063,637
Total additions	103,987	33,779,953	33,883,940
DEDUCTIONS:			
Pension benefits paid Administration costs	50,286 626	13,898,938	13,949,224 626
Total deductions	50,912	13,898,938	13,949,850
NET (DECREASE) INCREASE	53,075	19,881,015	19,934,090
Net position restricted for pension and retirement benefits, Beginning of year	162,027	101,843,507	102,005,534
End of year	\$ 215,102	\$ 121,724,522	\$121,939,624

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Statistical Section

STATISTICAL SECTION

This part of the City's comprehensive annual financial report presents detailed information as a context for understanding what the information in the financial statements, note disclosures, and required supplementary information says about the City's overall financial health.

Contents	Page
Financial Trends	113-118
These schedules contain trend information to help the reader understand how the City's financial performance and well-being have changed over time.	
Revenue Capacity	119-121
These schedules contain information to help the reader assess the City's most significant local revenue source, the sales tax.	
Debt Capacity	122-126
These schedules present information to help the reader assess the affordability of the City's current levels of outstanding debt and the City's ability to issue additional debt in the future.	
Demographic and Economic Information	127-128
These schedules offer demographic and economic indicators to help the reader understand the environment within which the City's financial activities take place.	•
Operating Information	129-131

These schedules contain service and infrastructure data to help the reader understand how the information in the City's financial report relates to the services the City provides and the activities it performs.

NET POSITION BY COMPONENT LAST TEN FISCAL YEARS (accrual basis of accounting)

						Fiscal Year	<u>.</u>				
		2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Governmental activities											
Net investment in captial assets	69	357,563,482 \$	404,269,078 \$	343,501,122 \$		\$ 256,880,446	\$ 283,831,364	313,981,902 \$ 256,880,446 \$ 283,831,364 \$ 282,047,232 \$ 244,461,034 \$ 230,316,125 \$ 226,301,248	\$ 244,461,034	\$ 230,316,125	\$ 226,301,248
Restricted		126,260,638	55,892,634	104,620,414	90,270,821	128,695,200	86,079,582	62,156,755	59,573,841	59,450,003	46,103,535
Unrestricted		(40,105,135)	(34,422,332)	(29,730,368)	(38,717,191)	(44,522,535)	(43,098,736)	(48,153,075)	(6,068,605)	(6,704,318)	(2,190,465)
Total governmental activities net position	69	443,718,985 \$	425,739,380 \$	418,391,168 \$	365,535,532	\$ 341,053,111	\$ 326,812,210	365,535,532 \$ 341,053,111 \$ 326,812,210 \$ 296,050,912 \$ 297,966,270 \$ 283,061,810 \$ 270,214,318	\$ 297,966,270	\$ 283,061,810	\$ 270,214,318
Business-type activities											
Net investment in captial assets	€4	228,867,966 \$	220,190,180 \$	210,610,975 \$	212,565,194	\$ 211,414,863	\$ 198,638,260	212,565,194 \$ 211,414,863 \$ 198,638,260 \$ 183,385,272 \$ 159,760,362 \$ 153,645,303	\$ 159,760,362	\$ 153,645,303	\$ 149,661,248
Restricted		14,690,548	7,349,204	10,621,197	16,958,115	6,629,187	1,067,921	10,023,153	23,214,855	23,764,771	23,888,626
Unrestricted		63,591,846	64,252,037	63,100,838	44,400,215	42,813,500	48,149,794	34,949,967	30,864,543	31,874,629	29,032,825
Total business-type activities net position	€9	307,150,360 \$	291,791,421 \$	284,333,010 \$	273,923,524	\$ 260,857,550	\$ 247,855,975	273,923,524 \$ 260,857,550 \$ 247,855,975 \$ 228,358,392 \$ 213,839,760 \$ 209,284,703	\$ 213,839,760	\$ 209,284,703	\$ 202,582,699
Primary government											
Net investment in captial assets	€9	586,431,448 \$	624,459,258 \$	554,112,097 \$	526,547,096	\$ 468,295,309	\$ 482,469,624	526,547,096 \$ 468,295,309 \$ 482,469,624 \$ 465,432,504 \$ 404,221,396 \$ 383,961,428 \$ 375,962,496	\$ 404,221,396	\$ 383,961,428	\$ 375,962,496
Restricted		140,951,186	63,241,838	115,241,611	107,228,936	135,324,387	87,147,503	72,179,908	82,788,696	83,214,774	69,992,161
Unrestricted		23,486,711	29,829,705	33,370,470	5,683,024	(1,709,035)	5,051,058	(13,203,108)	24,795,938	25,170,311	26,842,360
Total primary government net position	↔	750,869,345 \$	717,530,801 \$	702,724,178 \$	639,459,056	\$ 601,910,661 \$ 574,668,185		\$ 524,409,304 \$ 511,806,030 \$ 492,346,513	\$ 511,806,030	\$ 492,346,513	\$ 472,797,017

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THE CITY OF NORMAN, OKLAHOMA

CHANGES IN NET POSITION LAST TEN FISCAL YEARS

(accrual basis of accounting)

						Fiscal Year	ear					
		2021	2020	2019	2018	2017	2016	2015		2014	2013	2012
EXPENSES												
Governmental activities:												
General government	69	18,819,315 \$	17,378,592	\$ 13,738,006	\$ 12,859,373 \$	10,763,028 \$	7,999,471	\$ 8,500,923	23 \$	11,353,764 \$	10,067,554 \$	10,443,931
Planning		3,345,940	3,228,429	3,367,244	3,477,364	3,315,422	3,320,979	3,297,788	88	3,208,350	3,334,674	3,063,260
City controller		2,227,636	2,207,900	2,093,411	2,449,352	1,231,508	893,000	706,793	93	3,337,932	3,256,464	2,404,401
Parks and recreation		8,513,678	8,539,967	7,509,979	6,502,407	7,087,981	5,936,777	5,194,010	10	5,555,796	5,251,598	5,076,388
Public works		41,734,848	39,467,992	25,614,539	26,682,973	30,953,789	25,389,053	22,130,634	34	21,530,165	21,126,808	19,810,834
Public service		3,831,725	1,995,214	4,118,076	2,627,283	3,892,316	2,976,064	2,875,451	51	2,841,186	2,242,861	2,368,850
Public safety		64,595,623	53,536,220	45,140,356	55,817,838	53,613,442	50,921,384	47,480,003	03	47,819,597	46,133,723	44,528,493
Interest on long-term debt		5,060,958	4,248,252	4,137,314	4,937,107	4,734,646	5,277,210	2,325,103	03	1,901,483	1,812,032	1,715,040
Total governmental												
activities expenses		148,129,723	130,602,566	105,718,925	115,353,697	115,592,132	102,713,938	92,510,705	05	97,548,273	93,225,714	89,411,197
Business-type activities:												
Westwood Park		2,031,852	2,124,443	2,026,461	1,500,752	1,256,295	1,340,514	1,352,050	50	1,456,266	1,451,959	1,477,312
Water		18,178,326	18,435,089	16,505,700	16,321,995	14,535,092	14,843,372	13,258,111	11	13,261,728	13,776,395	13,630,489
Wastewater		20,239,517	18,627,217	16,628,468	14,627,959	15,448,412	17,222,233	15,477,741	41	15,658,935	12,229,767	11,846,247
Sanitation		14,707,244	13,479,559	13,494,028	12,878,886	12,005,272	12,135,886	12,298,641	41	13,580,465	12,325,246	11,679,875
Total business-type												
activities expenses		55,156,939	52,666,308	48,654,657	45,329,592	43,245,071	45,542,005	42,386,543	43	43,957,394	39,783,367	38,633,923
Total primary government												
expenses	8	203,286,662 \$	\$ 203,286,662 \$ 183,268,874 \$ 154,373,582	\$ 154,373,582	\$ 160,683,289	\$ 158,837,203 \$	148,255,943	\$ 134,897,248	8	141,505,667 \$	133,009,081	128,045,120

(accrual basis of accounting) CHANGES IN NET POSITION LAST TEN FISCAL YEARS

(accrual basis of accounting)											
		2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
PROGRAM REVENUES									1107		7107
Governmental activities:											
Charges for services:											
General government	6	3,174,550 \$	3,337,660 \$	3,002,995	\$ 2,767,032	\$ 2,730,336	\$ 2,612,495	\$ 2,644,776	\$ 2,554,566	\$ 2,431,538	\$ 2,297,341
Planning		1,461,693	913,979	844,712	992,383	1,061,776	1,353,411	1,369,582	1,376,330	1,213,106	1,123,524
City controller		309,657	515,612	670,685	683,215	661,162	642,726	624,135	214,838	165,969	155,226
Parks and receation		399,599	405,547	520,044	497,538	530,140	653,613	609,175	587,433	506,358	568,817
Public works		265,448	497,224	t	•	•	•	1	1	ı	ı
Public safety		3,836,831	3,254,865	2,136,384	3,256,469	2,912,640	3,097,858	3,296,808	3,125,456	3,040,640	3,208,642
Operating grants and contributions		24,521,662	10,767,930	10,388,169	14,570,508	12,379,368	10,375,508	7,758,836	7,533,947	6,893,726	8,241,861
Capital grants and contributions		12,643,765	6,333,788	30,404,175	9,476,361	3,813,991	15,614,024	29,958,311	5,501,318	5,754,538	13,944,754
Total governmental activities											
program revenues	į	46,613,205	26,026,605	47,967,164	32,243,506	24,089,413	34,349,635	46,261,623	20,893,888	20,005,875	29,540,165
Business-type activities:											
Charges for services											
Westwood Park		1,942,080	1,632,229	1,661,792	1,264,059	933,853	1,098,470	1,065,318	1,102,085	1,141,661	1,167,227
Water		24,377,486	22,217,540	20,498,886	21,843,184	21,735,237	21,496,086	16,050,007	14,053,978	14,817,012	15,460,504
Wastewater		16,615,270	15,984,512	15,992,294	15,781,490	15,767,530	15,923,396	15,715,128	13,906,530	11,383,549	11,451,634
Sanitation		16,340,040	15,243,633	14,791,863	14,549,273	14,584,853	14,338,856	13,991,281	14,006,612	13,546,341	13,501,474
Capital grants and contributions		10,796,491	2,786,305	2,569,510	5,263,425	2,324,230	10,525,831	7,703,017	3,721,838	5,006,692	4,291,238
Total business-type activities											
program revenues		70,071,367	57,864,219	55,514,345	58,701,431	55,345,703	63,382,639	54,524,751	46,791,043	45,895,255	45,872,077
Total primary government revenues	€	116,684,572 \$	83,890,824 \$	103,481,509	\$ 90,944,937	\$ 79,435,116	\$ 97,732,274	\$100,786,374	\$ 67,684,931	\$ 65,901,130	\$ 75,412,242
NET (EXPENSE)/REVENUE											
Governmental activities	∽	(101,516,518) \$	(104,575,961) \$	(57,751,761)	\$ (83,110,191)	\$ (91,502,719)	\$ (68,364,303)	\$ (46,249,082)	\$ (76,654,385)	\$ (73,219,839)	\$ (59,871,032)
Business-type activities	-	14,914,428	5,197,911	6,859,688	13,371,839	12,100,632	17,840,634	12,138,208	2,833,649	6,111,888	7,238,154
Total primary government net expense	↔	(86,602,090) \$	(99,378,050)	(50,892,073)	\$ (69,738,352)	\$ (79,402,087)	\$ (50,523,669)	\$ (34,110,874)	\$ (73,820,736)	\$ (67,107,951)	\$ (52,632,878)

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THE CITY OF NORMAN, OKLAHOMA

CHANGES IN NET POSITION LAST TEN FISCAL YEARS (accrual basis of accounting)

					Fiscal Year	Year				
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
GENERAL REVENUE AND OTHER CHANGES IN NET ASSETS	ASSETS									
Governmental activities:										
Sales taxes	\$ 84,638,068	\$ 75,811,863	\$ 74,419,538	\$ 73,967,709	\$ 73,345,458	\$ 70,981,084	\$ 65,778,553	\$ 63,580,323	\$ 60,558,342	\$ 58,777,068
Franchise taxes	6,358,546	6,531,339	6,625,971	7,094,490	6,807,860	6,743,712	7,155,689	6,782,746	6,572,686	6,584,853
Property taxes	8,957,836	12,062,899	11,395,748	11,971,525	14,739,604	9,794,490	11,620,098	12,481,940	11,532,189	7,931,992
Use taxes	12,719,530	9,017,696	7,196,831	5,148,317	3,797,125	3,467,863	2,864,048	2,504,136	2,428,484	2,393,708
Hotel/Motel taxes	1,264,409	1,307,527	1,878,249	1,879,453	1,759,851	1,825,087	1,785,788	1,648,452	1,352,311	1,130,488
Alcoholic beverage taxes	564,013	498,318	441,456	324,252	316,013	306,225	301,618	272,697	285,339	271,359
Cigarette taxes	764,783	704,411	657,982	834,649	894,092	839,492	771,946	746,900	764,653	845,149
Investment earnings	469,832	2,489,875	3,198,922	1,586,732	513,238	1,965,790	323,863	379,805	208,763	701,524
Miscellaneous	1,816,052	2,450,934	3,762,651	3,627,956	2,275,838	1,943,106	2,196,990	2,458,091	2,319,411	2,761,766
Transfers	1,943,054	1,049,311	1,030,049	1,157,529	1,294,541	1,258,752	1,085,283	703,755	734,795	773,892
Total governmental activities	119,496,123	111,924,173	110,607,397	107,592,612	105,743,620	99,125,601	93,883,876	91,558,845	86,756,973	82,171,799
Business-type activities:										
Sales taxes	•	•	1	1	•	1	•	,	•	•
Excise taxes	2,307,102	1,283,126	1,236,361	1,319,885	1,530,490	1,709,914	2,149,079	1,769,195	1,432,321	1,597,960
Investment earnings	47,842	1,974,631	3,046,291	472,025	163,961	515,716	250,382	342,984	187,837	278,751
Miscellaneous	32,621	52,054	297,195	(940,246)	501,033	690,071	1,066,246	312,984	241,978	(333,548)
Transfers	(1,943,054)	(1,049,311)	(1,030,049)	(1,157,529)	(1,294,541)	(1,258,752)	(1,085,283)	(703,755)	(734,795)	(773,892)
Total business-type activities	444,511	2,260,500	3,549,798	(305,865)	900,943	1,656,949	2,380,424	1,721,408	1,127,341	769,271
Total primary government	\$ 119,940,634	\$114,184,673	\$114,157,195	\$107,286,747	\$106,644,563	\$100,782,550	\$ 96,264,300	\$ 93,280,253	\$ 87,884,314	\$ 82,941,070
CHANGE IN NET POSITION Governmental activities Business-type activities Total primary government	\$ 17,979,605 15,358,939 \$ 33,338,544	\$ 7,348,212 7,458,411 \$ 14,806,623	\$ 52,855,636 10,409,486 \$ 63,265,122	\$ 23,282,421 13,065,974 \$ 36,348,395	\$ 14,240,901 13,001,575 \$ 27,242,476	\$ 30,761,298 19,497,583 \$ 50,258,881	\$ 47,634,794 14,518,632 \$ 62,153,426	\$ 14,904,460 4,555,057 \$ 19,459,517	\$ 13,537,134 7,239,229 \$ 20,776,363	\$ 22,300,767 8,007,425 \$ 30,308,192

Item 9.

THE CITY OF NORMAN, OKLAHOMA

FUND BALANCES OF GOVERNMENTAL FUNDS LAST TEN FISCAL YEARS (modified accrual basis of accounting)

								Fiscal Year	Year								
	2021		2020	7(2019	7	2018	2017		2016	2015		2014	2013	3	2012	
General fund																	
Nonspendable	\$ 19,	19,324 \$	14,065 \$	∽	32,402	6	24,898	\$ 29,473	69	20,896	\$ 26,642	∽	47,131 \$		337,642	\$ 320	320,512
Restricted		•	•		•		•	•		•	•		1		1		1
Committed	4,027,066	990	3,889,176	3,	3,794,419	m	3,331,295	3,302,656		3,226,149	3,191,393		2,554,596	1,51	1,510,323	1,503,429	,429
Assigned	2,893,498	498	2,849,571	2,	2,541,165	(1	2,503,122	2,298,057		2,281,428	2,890,768		2,152,746	2,16	2,169,071	1,467,574	,574
Unassigned	11,773,244	244	10,836,506	13,	13,223,749	13	13,046,521	7,166,425	101	8,861,932	8,290,555		8,384,756	8,40	8,405,617	10,184,006	900,
Total general fund	\$ 18,713,132	132 \$	\$ 17,589,318		\$ 19,591,735	\$ 18	\$ 18,905,836	\$ 12,796,611		\$ 14,390,405	\$ 14,399,358		\$ 13,139,229	\$ 12,422,653		\$ 13,475,521	,521
All other governmental																	
funds																	
Restricted	\$ 178,960,0	048 \$	\$ 178,960,048 \$ 140,480,988 \$ 147,577,408	\$ 147,		\$ 155	5,984,942	\$ 155,984,942 \$ 180,115,682 \$ 162,761,288	\$	162,761,288	\$ 123,475,384		\$ 86,328,836	\$ 95,384,952	4,952	\$ 68,041,077	,077
Assigned	5,026,161	161	5,213,736	3,	3,994,574	4	4,540,592	3,712,781		3,436,379	2,148,078		1,834,631	1,35	1,350,473	1,059,369	369
Total all other																	
governmental funds	\$ 183,986,	209 \$	<u>\$ 183,986,209</u> <u>\$ 145,694,724</u> <u>\$ 151,571,982</u>	\$ 151,		\$ 160),525,534	\$ 183,828,463	\$	166,197,667	\$ 160,525,534 \$ 183,828,463 \$ 166,197,667 \$ 125,623,462 \$ 88,163,467 \$ 96,735,425 \$ 69,100,446	∽	88,163,467	\$ 96,73	5,425	\$ 69,100	,446

CHANGES IN FUND BALANCES OF GOVERNMENTAL FUNDS LAST TEN FISCAL YEARS

(modified accrual basis of accounting)

(Dollars in Thousands)									•	
REVENUES	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
Taxes	\$ 113,938	\$ 104,731	\$ 101,516	\$ 100,061	\$ 100,450	\$ 92,812	\$ 89,204	\$ 86,998	\$ 82,444	\$ 76.818
Licenses & permits	1,463	1,142	1,129	1,104	1,162	1,399	1,393	1,426	1,212	1,190
Intergovernmental revenues	22,489	6,622	5,740	10,501	8,358	6,396	4,553	8,773	8,637	9,370
Charges for services	10,887	11,046	11,694	11,657	10,427	10,966	11,484	10,918	10,684	10,268
Fines and forfeitures	1,548	1,794	1,473	2,366	2,300	2,425	2,644	2,461	2,352	2,554
Investment earnings	214	2,254	2,898	1,330	278	334	278	365	194	517
Special assessment revenue	•	ı	•	1	1	•	•	1	•	26
Other	3,733	3,324	2,737	3,466	2,652	1,762	2,403	2,424	1,424	2,381
Total revenues	154,272	130,913	127,187	130,485	125,627	116,094	111,959	113,365	106,947	103,124
EXPENDITURES										
General government	16,588	10,015	10,993	10,681	10,022	9,742	9,431	10,218	7,963	8,571
Planning	3,480	3,394	3,528	3,637	3,429	3,454	3,416	3,379	3,387	3,261
City controller	3,702	3,623	3,378	3,503	3,353	3,141	2,940	4,492	4,957	4,405
Parks & recreation	6,227	6,239	5,293	5,249	5,999	5,167	4,665	4,930	4,520	4,598
Public works	30,744	28,266	17,147	18,907	22,634	18,572	18,137	18,054	17,481	17,240
Public service	3,827	1,996	4,120	2,662	3,892	2,963	2,920	2,803	2,239	2,401
Public safety	49,287	48,638	43,009	45,765	43,913	46,079	43,780	45,846	42,780	40,310
Capital Outlay	30,028	24,521	47,788	43,097	31,375	32,910	22,358	20,897	18,152	16,449
Debt Service:										
Principal Iscal charges	15,350	8,415	27,269	16,245	11,671	3,005	9,542	22,949	5,655	4,319
Total expenditures	163 801	139 495	166 790	154 201	1,637	135 601	110 360	135 068	108 712	058 001
Types of revenues over (under)	100,001	137,472	100,/90	167,461	141,12/	133,001	117,309	133,900	100,/12	102,869
expenditures	(9,619)	(8,582)	(39,603)	(23,806)	(15,500)	(19,507)	(7,410)	(22,603)	(1,765)	255
OTHER FINANCING SOURCES (USES)										
Bonds issued	47,000	1	30,000	6,105	30,950	65,935	45,909	14,971	28,175	19,861
Premium on issuance of debt	469	1	585	ı	1	1,426	•	ı	179	19,861
Payment to refunded bond escrow agent	•	•	ı	•	1	(7,707)	•	•	•	ı
Transfers in	28,275	18,646	5,736		10,533	35,034	7,456	5,486	8,863	7,404
Total other financing sources (uses)	49,034	703	31,335	6,612	31,537	60,072	46,130	14,747	28,347	39,134
Net change in fund balances	\$ 39,415	\$ (7,879)	\$ (8,268)	\$ (17,194)	\$ 16,037	\$ 40,565	\$ 38,720	\$ (7,856)	\$ 26,582	\$ 39,389
Debt service as a percentage of noncapital expenditures	14.95%	11.14%	26.50%	18.70%	15.04%	13.22%	12.08%	22.03%	7.99%	6.52%

THE CITY OF NORMAN, OKLAHOMA

TAXABLE SALES BY CATEGORY

LAST TEN FISCAL YEARS

(Dollars in Thousands)

3.50% \$ 59,188 3,538 3,156 2,018 6,177 3,985 3,470 3,050 2,480 7,267 \$ 14,697 2012 3.50% \$ 59,922 10,372 17,001 2,708 3,393 1,963 2,430 2,423 1,494 2,487 5,477 \$ 10.174 2013 3.50% \$ 64,142 7,899 3,512 3,166 10,096 4,742 4,058 3,531 2,322 3,341 6,484 \$ 14,991 2014 3.50% \$ 65,969 8,518 3,507 3,849 3,549 2,349 \$ 15,047 4,487 3,586 4,042 6,327 2015 4.00% \$ 70,894 \$ 15,678 9,060 5,948 3,460 3,480 4,062 3,642 2,429 4,392 7,377 2016 4.00% \$ 73,877 \$ 16,869 9,063 3,785 4,158 4,657 12,011 5,241 3,864 3,547 2,585 8,097 2017 4.00% \$ 74,038 4,019 \$ 17,324 9,253 5,133 4,242 3,704 3,527 2,503 4,571 2018 4.00% \$ 74,952 \$ 17,864 13,189 9,540 3,668 5,257 3,986 3,849 3,437 2,482 4,539 7,141 2019 4.125% 3,410 \$ 18,579 12,657 9,865 6,050 3,820 3,843 2,914 2,205 4,855 7,028 \$ 75,226 2020 4.125% 13,882 9,409 4,139 9,453 \$ 20,068 8,041 3,981 4,194 3,140 2,312 5,224 \$ 83,843 2021 Eating and drinking establishments Building materials and farm tools Home furnishings and appliances Electric, gas & sanitary services Wholesale trade-durable goods Apparel and accessory stores City direct sales tax rate General merchandise Miscellaneous retail Communications All other outlets Food stores Total

Sources: Oklahoma Tax Commission

Note: Beginning January 1, 2016 sales tax increased by 0.5% for Norman Forward projects.

DIRECT AND OVERLAPPING SALES TAX RATES LAST TEN FISCAL YEARS

Fiscal Year	City Direct Rate	State of Oklahoma	Cleveland County
2021	4.125 %	4.5 %	0.125 %
2020	4.125 %	4.5 %	0.125 %
2019	4.000 %	4.5 %	0.250 %
2018	4.000 %	4.5 %	0.250 %
2017	4.000 %	4.5 %	0.250 %
2016	4.000 %	4.5 %	0.250 %
2015	3.500 %	4.5 %	0.250 %
2014	3.500 %	4.5 %	0.250 %
2013	3.500 %	4.5 %	0.250 %
2012	3.500 %	4.5 %	0.250 %

Source: Oklahoma Tax Commission

Note: Voters approved a .125% City sales tax for transit operations effective April 1, 2020. Voters approved a 0.5% City sales tax for Norman Forward quality of life projects effective January 1, 2016. Voters approved a temporary .5% City public safety sales tax effective October 1, 2008 and ending September 30, 2015. On April 1, 2014, the citizens approved permanent extension of the public safety sales tax.

THE CITY OF NORMAN, OKLAHOMA

SALES TAX REVENUE PAYERS BY INDUSTRY FISCAL YEARS 2021 AND 2012

(Dollars in Thousands)

		Fiscal Year 2021	er 2021			Fiscal Y	Fiscal Year 2012	
	Number	Percentage	Тах	Percentage	Number	Percentage	Тах	Percentage
	of Filers	of Total	Liability	of Total	of Filers	of Total	Liability	of Total
Retail trade	1,222	37.0 %	\$ 51,135	61.0 %	1,417	48.9 %	\$ 45,474	76.8 %
Accommodation and food service	304	9.2 %	14,958	17.8 %	1	0.0 %		% 0.0
Real estate and rental and leasing	198	% 0.9	1,220	1.5 %	•	% 0.0	1	% 0.0
Wholesale trade	522	15.8 %	5,224	6.2 %	492	17.0 %	2,385	4.0 %
Manufacturing	301	9.1 %	1,674	2.0 %	169	5.8 %	1,071	1.8 %
Information	175	5.3 %	2,312	2.8 %	•	% 0.0	ı	% 0.0
Other services (except public administration)	131	4.0 %	983	1.2 %	480	16.6 %	3,663	6.2 %
Professional, scientific, and technical services	81	2.5 %	317	0.4 %	•	0.0 %	1	% 0.0
Arts, entertainment, and recreation	41	1.2 %	466	% 9.0	•	0.0 %	1	0.0 %
Admin, support, waste mgmt and remediation services	63	1.9 %	124	0.1 %	•	0.0 %	1	% 0.0
Construction	33	1.0 %	86	0.1 %	16	% 9.0	99	0.1 %
Transportation and warehousing	28	% 8.0	321	0.4 %	151	5.2 %	6,045	10.2 %
Finance and insurance	23	0.7 %	82	0.1 %	13	0.4 %	10	0.0 %
Utilities	7	0.2 %	3,981	4.7 %	1	% 0.0	•	0.0 %
Agricultural, forestry, fishing and hunting	7	0.2 %	75	0.1 %	14	0.5 %	66	0.2 %
Educational services	5	0.2 %	558	0.7 %	•	% 0.0	1	0.0 %
Health care and social assistance	14	0.4 %	24	% 0.0	1	% 0.0	ı	0.0 %
Mining, quarring, and oil and gas extraction	5	0.2 %	3	% 0.0	9	0.2 %	8	% 0.0
Public administration	-	% 0.0	13	% 0.0	_	0.0 %	111	0.2 %
Nonclassifiable	140	4.2 %	272	0.3 %	141	4.9 %	256	0.4 %
Total	3,301	100.0 %	\$ 83,840	<u>100.0</u> %	2,900	100.0 %	\$ 59,188	100.0 %

Sources: Oklahoma Tax Commission

Notes: Due to confidentiality issues, the names of the ten largest revenue payers are not available. The categories presented are intended to provide alternative information regarding the sources of the City's revenue.

RATIOS OF OUTSTANDING DEBT BY TYPE LAST TEN FISCAL YEARS (dollars in thousands, except per capita)

	Per	Capita ¹	853.34	915.95	89.668	1,211.08	1,708.66	1,843.48	1,838.31	2,023.67	1,911.08	2,076.93
	Percentage of Personal	Income¹	1.1 %	1.2 %	1.0 %	1.3 %	1.8 %	1.9 %	1.9 %	2.1 %	1.9 %	2.1 %
	Total Primary	Government	\$ 96,660	118,255	106,340	160,439	205,520	226,876	225,823	249,865	238,644	265,901
ivities	Capital	Leases	1	1	i	•	•	•	•	1	•	•
Business-Type Activities	Term	Loans	\$ 22,025	22,868	21,243	41,009	54,470	55,677	65,138	86,230	83,788	79,365
Busines	Revenue	Bonds	\$ 24,570	22,632	20,593	18,597	981	839	693	536	369	192
	Term	Loans	\$ 6,925	13,965	14,356	36,411	78,650	106,440	107,790	92,065	86,675	102,655
ivities	Capital	Leases	1	•	491	226	ı	819	414	•	1	ı
Governmental Activi	Special Assessment	Debt	.	ı	ı	1	1	ı	ı	•	1	1
Govern	Revenue	Bonds	1		1	ı	,	•	•	•	1	•
	General Special Obligation Revenue Assessmen	Bonds	\$ 43,140	58,790	49,657	64,196	71,419	63,101	51,788	71,034	67,812	83,689
	Fiscal	Year	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

¹ See the Schedule of Demographic and Economic Statistics on page 127 for personal income and population data.

RATIOS OF GENERAL BONDED DEBT OUTSTANDING LAST TEN FISCAL YEARS

(dollars in thousands, except per capita)

Fiscal Year	General Obligation Bonds	Less: Amounts Available in Debt Service Fund	Total	Percentage of Estimated Actual Taxable Value ¹ of Property	Per Capita ²
2012	\$ 43,140	\$ 4,817	\$ 38,323	4.85%	338.32
2013	58,790	9,121	49,669	6.13%	429.80
2014	49,657	8,967	40,690	4.81%	344.26
2015	64,196	8,847	55,349	6.34%	468.90
2016	71,419	6,552	64,867	6.97%	539.28
2017	63,101	8,638	54,463	5.48%	432.21
2018	51,788	5,769	46,019	4.49%	362.99
2019	71,034	2,674	68,360	6.58%	553.65
2020	67,812	7,201	60,611	5.65%	485.35
2021	83,689	4,879	78,810	4.37%	615.58

Note: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

¹ See the Schedule of Legal Debt Margin Information on page 125 for property value data.

² Population data can be found in the Schedule of Demographic and Economic Statistics on page 127.

DIRECT AND OVERLAPPING GOVERNMENTAL ACTIVITIES DEBT AS OF JUNE 30, 2021

(dollars in thousands)

Governmental Unit		Out	Debt tstanding	Estimated Percentage Applicable ¹	Estimated Share of Overlapping Debt
Debt repaid with property taxes:	County	\$	-	0.00%	\$ -
Debt repaid with property taxes:	Norman Public Schools		99,180	95.86%	95,074
Debt repaid with property taxes:	McLoud Public Schools		740	0.02%	0
Debt repaid with property taxes:	Robin Hill Public Schools		429	0.10%	0
Debt repaid with property taxes:	Noble Public Schools		5,415	0.63%	34
Debt repaid with property taxes:	Mid Del Public Schools		45,520	0.02%	9
Debt repaid with property taxes:	Little Axe Public Schools		1,990	0.19%	4
Debt repaid with property taxes:	Moore Public Schools		109,255	3.18%	3,474
Subtotal, overlapping debt			262,529		98,596
City of Norman direct debt					186,344
Total direct and overlapping deb	t .				\$ 284,940

Sources: Assessed value data used to estimate applicable percentages and debt outstanding provided by the Cleveland County Assessor.

Note: Overlapping governments are those that coincide, at least in part, with the geographic boundaries of the City. This schedule estimates the portion of the outstanding debt of those overlapping governments that is borne by the residents and business of the City of Norman. This process recognizes that, when considering the City's ability to issue and repay long-term debt, the entire debt burden borne by the residents and businesses should be taken into account. However, this does not imply that every taxpayer is a resident, and therefore responsible for repaying the debt, of each overlapping government.

¹ The percentage of overlapping debt applicable is estimated using taxable assessed property values. Applicable percentages were estimated by determining the portion of the county's taxable assessed value that is within the City's boundaries and dividing it by the county's total taxable assessed value.

LEGAL DEBT MARGIN INFORMATION LAST TEN FISCAL YEARS (dollars in thousands)

	2021	7	2020	2019	2018	Fiscal Year 2017	ear 2016	2015	2014	2013	2012
Assessed value of property	\$ 1,117,342	\$ 1,0	1,073,220 \$	\$ 1,038,922	\$ 993,913	\$ 963,371	\$ 930,798	\$ 873,553	\$ 843,440	\$ 807,370	\$ 790,324
Debt limit ¹ , 10% of assessed value Amount of debt applicable to limit: General Obligation Bonds back by property taxes Less: Resources restricted to paying principal	111,734	1	107,322	103,892	99,391	96,337	93,080	87,355	84,344	80,737	79,032
Total net debt applicable to limit	•		•	1	ı	1	•	•	•	1	1
Legal debt margin	\$ 111,734	\$	107,322 \$	103,892	\$ 99,391	\$ 96,337	\$ 93,080	\$ 87,355	\$ 84,344	\$ 80,737	\$ 79,032
Total net debt applicable to the limit as a percentage of debt limit	0.00%		0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
Debt limit, 30% of assessed value	\$ 335,203	æ 8•	321,966 \$	311,677	\$ 298,174	\$ 289,011	\$ 279,239	\$ 262,066	\$ 253,032	\$ 242,211	\$ 237,097
Autount of debt applicable to mint. General Obligation Bonds Less: Resources restricted to paying principal	81,875 (4,879)		66,205 (7,201)	69,230 (2,674)	50,360 (5,769)	61,445 (8,638)	71,419 (6,552)	64,196 (8,847)	49,495 (8,967)	58,620 (9,121)	43,140 (4,817)
Total net debt applicable to limit	76,996		59,004	66,556			64,867	55,349	40,528		38,323
Legal debt margin	\$ 258,207	\$	262,962 \$	245,121	\$ 253,583	\$ 236,204	\$ 214,372	\$ 206,717	\$ 212,504	\$ 192,712	\$ 198,774
Total net debt applicable to the limit as a percentage of debt limit	22.97%		18.33%	21.35%	14.95%	18.27%	23.23%	21.12%	16.02%	20.44%	16.16%

¹ Article X, Section 26 of the Oklahoma Constitution states that bonds issued for road and/or bridge improvements cannot exceed ten percent (10%) of the net assessed valuation (gross valuation minus homestead) of the City.

the public. If the City's debt exceeds 30% of its net assessed valuation, the City can still sell its general obligation bonds; however, due to collateralization requirements, it may be difficult to attract Oklahoma banks to bid on the bonds and therefore affect the marketability of the bonds. ² Article X, Section 27 of the Oklahoma Constitution authorizes cities and towns to issue bonds for utilities. The courts have defined utilities broadly as anything used by

PLEDGED-REVENUE COVERAGE LAST TEN FISCAL YEARS (dollars in thousands)

'			NUA R	evenue	3 Bond	S &	NUA Revenue Bonds & Term Loans	ans					NMA Rev	/enne	NMA Revenue Bonds and Term Loans	and Teri	m Loai	ns		Specie	Special Assessment Term Loans	nent Tern	Loans	
Fiscal	Gross		Less: Operating	Avai	Net Available		Debt Service	3rvice			Gross		Less: Operating	~ §	Net Available	Det	Debt Service	vice		Special Assessment	Debt	Debt Service		1
Үеаг	Revenue ¹	_	Expenses ²	Reve	Revenue	P	Principal	Interest	ı	Coverage	Revenue	_	Expenses ²	Şe	Revenue -	Principal	1	Interest	Coverage	Collections	Principa	Principal Interest	t Coverage	æ
2012	\$ 31,347	7 \$		\$	986'91	€9	3,153	.1	,667	3.52	51	5,124 \$	11,800	€9	3,324	8	10 \$	291	5.53	\$ 32	\$ 239	6	37 0.	0.12
2013	31,037	7	17,001		14,036		3,163	_	,430	3.06	**************************************	5,057	12,459		2,598	ε,	325	231	4.67	•				
2014	31,562	2	17,096		14,466		3,150	-	,709	2.98	4.1	5,632	13,474		2,158	5	75	203	2.77	1			ı	,
2015	32,212	2	14,381		17,831		4,447	2	,544	2.55	~ 1	5,476	12,075		3,401	9	65	189	3.98	•	·			,
2016	37,308	∞	11,657	. 1	25,651		6,508		,287	3.29	1	16,021	11,781		4,240	9	089	171	4.98	,			1	ı
2017	33,834	4	18,055	7	15,779		5,943	<u></u>	,053	2.26	It	5,315	11,603		4,712	7	705	151	5.50	ı	•		ı	
2018	34,050	0	17,747	-	16,303		5,508		,262	2.41	15	16,624	12,346		4,278	7.	725	131	5.00	•	·		ı	
2019	35,355	2	6,402	14	28,953		5,631	2	2,156	3.72	11	17,918	13,294		4,624	5	580	108	6.72	I				
2020	35,946	9	18,177	1	692,71		7,296	2	,389	1.83	1.	17,891	12,950		4,941	1,7	1,750	88	2.69	ı				
2021	40,436	9	21,194	-	19,242		7,409	2,	2,239	1.99	18	18,603	14,813		3,790	1	180	24	18.58	•				,
			:	,			:				•			•	,									

Notes: Details regarding the City's outstanding debt can be found in the notes to the financial statements.

¹ Total revenues (including interest and transfers in) exclusive of sewer sales and use taxes and capital improvement charges.

² Total operating expenses exclusive of depreciation, amortization, Sewer Maintenance Fund expenses and Sewer Sales and Use Tax Fund expenses.

DEMOGRAPHIC AND ECONOMIC STATISTICS LAST TEN FISCAL YEARS

Population ¹	Personal Income (billions of dollars) ⁵	Per Capita Income ²	Median Age ²	School Enrollment ³	Unemployment Rate ⁴
113,273	\$9.1	26,058	29.6	15,022	4.40%
115,562	9.6	27,343	29.7	15,510	5.00%
118,197	10.4	26,267	29.9	15,739	4.20%
118,040	10.6	27,749	30.2	15,745	3.80%
120,284	11.2	28,273	30.1	15,944	4.20%
122,180	11.9	28,458	30.3	16,363	4.20%
122,843	11.8	30,168	30.3	16,162	3.50%
123,471	12.1	28,977	30.1	16,289	3.20%
124,880	12.7	30,449	30.4	14,419	6.70%
128,026	12.8	31,710	30.9	15,449	3.20%
	113,273 115,562 118,197 118,040 120,284 122,180 122,843 123,471 124,880	Income (billions of dollars) ⁵	Income (billions of dollars)	Income (billions of dollars) ⁵ Per Capita Income ² Median Age ² 113,273 \$9.1 26,058 29.6 115,562 9.6 27,343 29.7 118,197 10.4 26,267 29.9 118,040 10.6 27,749 30.2 120,284 11.2 28,273 30.1 122,180 11.9 28,458 30.3 122,843 11.8 30,168 30.3 123,471 12.1 28,977 30.1 124,880 12.7 30,449 30.4	Income (billions of dollars) ⁵ Per Capita Income ² Median Age ² School Enrollment ³ 113,273 \$9.1 26,058 29.6 15,022 115,562 9.6 27,343 29.7 15,510 118,197 10.4 26,267 29.9 15,739 118,040 10.6 27,749 30.2 15,745 120,284 11.2 28,273 30.1 15,944 122,180 11.9 28,458 30.3 16,363 122,843 11.8 30,168 30.3 16,162 123,471 12.1 28,977 30.1 16,289 124,880 12.7 30,449 30.4 14,419

Data Sources

¹ Years 2012-21 obtained from census data

² U.S. Census Bureau, American Community Survey 2010-2019 estimated

³ Norman Public Schools

⁴ U.S. Department of Labor

⁵ Personal income estimated

PRINCIPAL EMPLOYERS CURRENT YEAR AND NINE YEARS AGO

		2021			2012	
Employer	Employees	Rank	Percentage of Total City Employment	Employees	Rank	Percentage of Total City Employment
The University of Oklahoma	12,941	1	20.89%	11,932	1	22.03%
Norman Regional Hospital	3,040	2	4.91%	2,600	2	4.80%
Norman Public Schools	1,806	3	2.91%	2,112	3	3.90%
York International/Johnson Controls	1,030	4	1.66%	1,118	4	2.06%
Walmart	950	5	1.53%			
City of Norman	884	6	1.43%	834	5	1.54%
Department of Mental Health & Substance Abuse				578	6	1.07%
Hitachi	400	7	0.65%			
NOAA National Severe Storm Laboratory	400	8	0.65%	550	7	1.02%
Cleveland County	396	9	0.64%			
Target	380	10	0.61%			
USPS National Center for Employee Development				430	8	0.79%
ClientLogic/Site1				401	9	0.74%
Oklahoma Veteran's Center				361	10	<u>0.67%</u>
Total	22,227		35.88%	20,916		<u>38.62</u> %

Source: Various employers within the City of Norman and the Bureau of Labor and Statistics.

FULL-TIME EQUIVALENT CITY EMPLOYEES BY FUNCTION LAST TEN FISCAL YEARS

		Fı	ıll-time	Equiva	lent Er	nploye	es as o	f June :	30	
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
FUNCTION										
General government	59	62	64	60	64	61	59	40	38	36
Planning	35	34	38	36	38	37	36	37	36	36
City controller	35	34	32	30	30	29	28	35	37	38
Parks & recreation	52	52	55	59	58	53	52	47	52	54
Public works	120	118	115	116	119	112	112	110	108	106
Public safety										
Police	255	260	259	262	259	245	235	231	240	229
Fire	168	169	171	171	173	163	162	163	157	142
Westwood	34	34	37	18	16	17	17	18	18	19
Water	51	49	49	48	50	49	47	49	49	49
Wastewater	47	44	45	45	46	43	43	42	42	40
Sanitation	60	59	59	58	60	58	55	58	57	55
Total	916	915	924	903	913	867	846	830	834	804

Source: City Payroll Office

Notes: A full-time employee is scheduled to work 2,080 hours per year (including vacation and sick leave). Full-time equivalent employment is calculated by dividing total labor hours by 2,080.

THE CITY OF NORMAN, OKLAHOMA

OPERATING INDICATORS BY FUNCTION LAST TEN FISCAL YEARS

					Fiscal Year	Year				
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
FUNCTION										
Planning										
Building permits issued	1,962	1,704	1,552	1,540	1,575	2,418	2,493	3,437	1,997	1,661
Building inspections conducted	26,403	24,719	23,216	23,799	25,846	26,556	29,348	26,699	26,410	21,572
Police										
Physical arrests	4,018	5,172	6,478	6,076	5,594	5,709	5,637	6,529	5,922	5,740
Parking violations	5,607	6,576	12,029	14,836	17,438	13,433	15,616	12,422	10,053	5,883
Traffic violations	8,551	13,422	15,509	14,985	16,988	16,249	16,330	16,803	16,295	17,531
Non-traffic violations	2,534	2,421	3,585	3,792	4,704	4,012	4,444	4,619	4,423	4,996
Fire				,		-				,
Calls answered	17,648	16,071	15,925	15,491	14,425	13,761	12,650	12,234	11,560	11,129
Inspections	1,477	1,967	2,440	2,331	2,972	2,983	3,456	2,083	2,700	2,814
Sanitation										
Refuse collected (tons per day)	338	319	321	288	272	316	286	286	298	279
Recyclables collected (tons per day)	17	18	20	22	28	32	32	27	28	22
Highways and streets										
Street resurfacing (miles)	20	17	13	19	∞	17	16	15	19	26
Street patching (tons of asphalt used)	1,583	523	1,091	1,611	2,502	2,767	1,814	2,364	1,178	792
Parks and recreation										
Athletic field permits issued	189,564	135,485	189,663	150,173	119,904	146,641	143,878	154,596	159,817	170,291
Community center admissions	32,243	77,539	105,455	127,239	129,705	127,522	138,650	121,791	138,109	142,738
Water										
New connections	630	478	441	407	458	496	649	504	919	364
Water main breaks	213	163	133	166	160	159	185	161	268	308
Average daily consumption										
(thousands of gallons)	13,880	13,440	12,080	13,250	12,730	12,180	12,500	12,470	12,390	13,220
Peak daily consumption										
(thousands of gallons)	26,000	22,200	21,290	20,560	22,290	19,870	21,800	20,610	24,820	23,940
Wastewater										
Average daily sewage treatment										
(thousands of gallons)	10,800	11,200	12,300	11,000	9,700	6,800	9,500	6,800	10,300	9,500

Sources: Various city departments.

Note: No indicators are available for the general government function.

THE CITY OF NORMAN, OKLAHOMA

CAPITAL ASSET STATISTICS BY FUNCTION LAST TEN FISCAL YEARS

					Fiscal	year				
	2021	2020	2019	2018	2017	2016	2015	2014	2013	2012
FUNCTION										
Public safety										
Police										
Stations	2	2	2	2	2	2	2	2	1	1
Patrol units	119	122	115	117	116	117	116	119	120	118
Fire stations	9	9	9	9	9	9	9	9	8	8
Sanitation										
Collection trucks	43	54	44	43	40	41	45	41	41	41
Highways and streets										
Streets (miles)	777	773	773	768	765	763	783	753	752	749
Streetlights	6,657	6,626	6,609	6,605	6,565	6,478	6,339	6,296	6,191	6,115
Traffic signals	256	257	256	256	256	250	246	241	189	185
Parks and recreation										
Acreage	1,158	1,158	1,158	1,158	1,158	1,158	1,158	1,156	1,150	1,150
Playgrounds	56	55	54	53	53	52	52	52	52	52
Swimming pools	6	6	6	6	6	5	5	5	5	5
Tennis courts	26	26	26	24	24	24	24	22	22	22
Community centers	5	5	5	5	5	5	5	5	5	5
Golf courses	1	1	1	1	1	1	1	1	1	1
Dise gold cources	5	5	4	4	4	4	4	4	4	4
Skateparks/Skate spots	4	4	3	1	1	1	1	1	1	1
Bike parks	1	1	1	-	-	-	-	-	-	-
Fishing lakes	7	7	7	7	7	7	7	7	7	7
Water										
Water mains (miles)	629	619	606	600	600	597	593	576	566	562
Fire hydrants	6,472	6,351	6,071	5,986	5,988	5,921	5,860	5,618	5,498	5,392
Water towers	5	5	5	5	5	5	4	4	4	4
Maximum daily capacity										
(thousands of gallons)	23,500	23,500	23,300	23,300	23,300	23,500	23,500	23,500	22,600	22,600
Wastewater										
Sanitary sewers (miles)	518	516	515	508	511	500	494	491	485	479
Manholes	12,186	12,147	12,097	11,927	11,928	11,656	11,625	11,530	11,387	11,228
Maximum daily treatment capacity										
(thousands of gallons)	36,000	36,000	36,000	36,000	36,000	30,000	30,000	30,000	30,000	24,000

Sources: Various city departments.

Note: No capital asset indicators are available for the general government function.

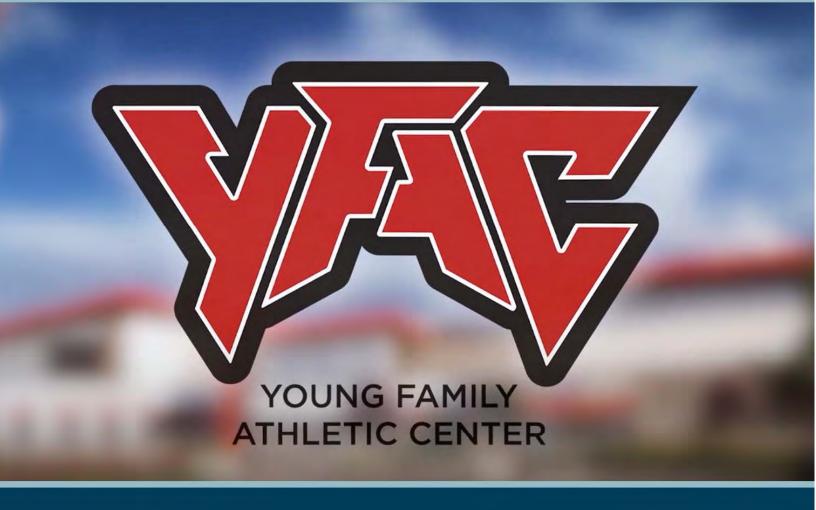
Item 9.

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10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN ADDITIONAL PAYMENT IN THE AMOUNT OF \$29,758 (\$14,759 EACH) TO GILLIG FOR THE PURCHASE OF TWO (2) 35-FOOT ELECTRIC TRANSIT BUSES, FOR A REVISED PURCHASE AMOUNT OF \$1,858,242 (\$929,121 PER BUS).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF AN ADDITIONAL PAYMENT IN THE AMOUNT OF \$29,758 (\$14,759 EACH) TO GILLIG FOR THE PURCHASE OF TWO (2) 35-FOOT ELECTRIC TRANSIT BUSES, FOR A REVISED PURCHASE

AMOUNT OF \$1,858,242 (\$929,121 PER BUS).

BACKGROUND:

Since taking over the City transit service from the University of Oklahoma on July 1, 2019, the City has been successful in receiving 2 separate, competitive grants to purchase battery electric busses to replace aging vehicles in the public transportation fleet. 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. Through the original estimate, 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. Through the original estimate, approximately 70% of the vehicle purchase price will be reimbursed through a grant received from the Federal Transit Administration's (FTA's) 2021 Low- or No-Emission Vehicle Program. The City's project was 1 of 49 projects selected in the nation.

DISCUSSION:

City staff have had several pre-production meetings, both virtual and in person, with the manufacturer since the purchase orders for the battery electric busses were approved. Pre-production meetings are common and vitally important when purchasing large, complex vehicles to ensure that all of the components are correct so that the purchasing agency can operate their services successfully. During the pre-production meetings with Gillig, staff identified a few changes and additions to the original specifications for the battery electric busses that would be advantageous to the City. A revised Price Summary is attached for review.

The largest change was to add charge rails to the top of the buses. One of the major challenges with electric vehicles is the range and charge rails, when paired with a pantograph charging solution, allows the buses to be charged while in service, during a layover at a major stop or transit center. The pantograph charging solution can be thought of as an awning the bus drives underneath that extends and connects to the charge rails on the busses. Adding the charge rails to the buses now ensures that they are properly wired and outfitted for this additional charging solution if the City is able to procure and install the pantograph charging solution in the future.

The increase of \$29,758, or \$14,879 per bus, is available in the FYE 2022 budget in Public Works/Transit Division General Fund, Service Equipment/Bus (27550276-45007). If approved, the changes to the grant and local cost split are detailed below for each grant funding source:

- Through the Oklahoma Department of Environmental Quality's Volkswagen Settlement Fund, the City requested and received \$450,000, or 50%, of the original estimated cost of \$900,000. The price increase would place the cost share at \$450,000 (48%) through the grant and \$479,121 (52%) locally.
- Through the FTA FY2021 Low- or No-Emissions Grant, the City requested and received \$647,500, or 70%, of the original estimated cost of \$925,000. The price increase would place the cost share at \$647,500, or 69%, through the grant and \$281,621 (31%) locally.

If approved, City staff would notify Gillig of the change and continue working with them on the successful build of the 2 battery electric busses. Delivery of the busses is expected to be July-August 2022.

RECOMMENDATION:

Staff recommends that City Council approve the additional payment in the amount of \$29,758 (\$14,879 per bus) to Gillig to purchase 2 battery electric busses for a revised purchase amount of \$1,858,242 (\$929,121 per bus).

PRICE SUMMARY 11/17/2021

NORMAN, OK OFF COMMONWEALTH OF VIRGINIA (2) 35' LOW FLOOR PLUS BATTERY ELECTRIC BUSES SERIAL NUMBER: 197132-197133

ACTION	SECTION	ITEM	COST
		NORMAN, OK 35' LOW FLOOR PLUS BATTERY ELECTRIC CURRENT PRICE (5/13/2021)	\$905,462.00
		PRE-PRODUCTION MEETING CHANGES	
ADD	6	(1) SPARE WHEEL & TIRE	\$1,074.00
DELETE	7	VIP STEERING WHEEL.	(\$73.00)
DELETE	12	ENGINE SKID PROTECTION W/ EXTENDED TOW EYES & 2" X 2" WIDE WEAR PLATES	(\$408.00)
CHANGE	13	FRONT BATTERY JUMP START CONNECTION	\$0.00
ADD	13	OVERHEAD CHARGE RAILS	\$22,396.00
ADD	17	THERMO-KING AIR PURIFICATION SOLUTION	\$3,980.00
DELETE	17	CLIMATE COMFORT TECHNOLOGIES CCT 24V-1 ELECTRONIC AIR CLEANER	(\$2,250.00)
DELETE	22	FRONT DOOR OVERRIDE SWITCH	(\$177.00)
ADD	24	CURBSIDE FRONT WHEELWELL STORAGE BOX	\$510.00
CHANGE	28	AMERICAN SEATING INSIGHT PRIME+ SEATS	\$4,916.00
DELETE	28	AMSECO INSIGHT W/ VR-50 ONSORTS	(\$4,943.00)
ADD	28	WALL MOUNTED BC55 SEATS IN THE QUANTUM ADA AREA (\$698 PER SEAT)	\$1,396.00
ADD	30	GILLIG EXTENDED POLYCARBOANTE DRIVERS BARRIER	\$1,750.00
CHANGE	34	INNOCOM TRANSIT IC-1921NORMANOK CARD HOLDER	\$208.00
CHANGE	37	RICON, FULL-FIXED BONDED WINDOWS	\$0.00
ADD	39	(2) ADDITIONAL 18" STRIP BRAKE LAMPS	\$150.00
ADD	41	LAIRD TECHNOLOGIES 2-WAY RADIO ANTENNA (TRAB8063)	\$80.00
DELETE	44	CEILING MOUNTED FAREBOX LAMP	(\$87.00)
CHANGE	61	ANGELTRAX 9 CAMERA SYSTEM, 1TB HDD, WITH PUBLIC WI-FI	(\$5,360.00)
ADD	67	FIBEROPTIC BACKLIT DASH PANELS	\$850.00
ADD	69	WASTEBASKET	\$81.00
ADD	71	(1) ADDITIONAL PAINT PASS (BLACK BEHIND THE WINDOWS)	\$1,020.00
CHANGE	71	REBRAND EXTERIOR GRAPHICS	(\$1,454.00)
		NORMAN, OK 35' BEB LOW FLOOR CURRENT PRICE 9/21/21	\$929,121.00
		SPARES & TOOLING BUDGET	
		NORMAN, OK SPARES & TOOLING BUDGET (TO DEFERRED ACCOUNT)	\$0.00

CONFIDENTIAL

QUOTED OPTIONS

This pricing information is intended only for the personal and confidential use of the recipient(s) to whom it was originally sent. If you are not an intended recipient of this information or an agent responsible for delivering it to an intended recipient, you are hereby notified that you have received this information in error, and that any review, dissemination, distribution, or copying of this message is strictly prohibited.

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PRICE SUMMARY 5/13/2021

NORMAN, OK OFF COMMONWEALTH OF VIRGINIA (2) 35' LOW FLOOR PLUS BATTERY ELECTRIC BUSES SERIAL NUMBER: 197132-197133

ACTION	<u>DESCRIPTION</u>	cos
	STATE OF VIRGINIA 35' LOW FLOOR PLUS BATTERY ELECTRIC BASE BUS (2020)	\$797,280.00
BASE	LOW FLOOR PLUS STYLING PACKAGE	INCL
BASE	CUMMINS EV TRACTION MOTOR, INVERTERS & POWER MANAGEMENT SYSTEMS	INCL
BASE	CUMMINS ESS WITH 6 BATTERY ENCLOSURES TOTALING 444 kWh CAPACITY	INCL
BASE	(1) DEPOT PLUG-IN CHARGING PORT PER SAE J1772 DC CCS TYPE 1 (CURB SIDE)	INCL
BASE	(2) DEKA GROUP 31 BATTERIES	INCL
ADD	REAR BATTERY JUMP START CONNECTION	\$161.00
BASE	I/O MFD II ELECTRONIC DASH DISPLAY	INCL
CHANGE	AXLE SEALS FROM GREASE TO CHICAGO RAWHIDE OIL	\$0.00
BASE	MERITOR FRONT AND REAR AXLES	INCL
CHANGE	(7) FULL POLISHED ALUMINUM WHEELS	\$461.00
ADD	WHEEL TORQUE INDICATORS (SHIPPED LOOSE)	\$0.00
CHANGE	GILLIG SUPPLIED TIRES (7) MICHELIN 305/70R22.5 X INCITY Z, (L)	\$613.00
ADD	BENDIX TIRE PRESSURE MONITORING SYSTEM	\$1,000.00
BASE	LIFT-U LU18 WHEELCHAIR RAMP	INCL
ADD	ENGINE SKID PROTECTION W/ EXTENDED TOW EYES & 2" X 2" WIDE WEAR PLATES	\$408.00
ADD	A-POST SKID PLATES - CURBSIDE & STREETSIDE	\$144.00
BASE	DOUGLAS STEERING COLUMN W/ 20" VIP 3-SPOKE STEERING WHEEL	INCL
BASE	AIR OPERATED DISC BRAKES	INCL
BASE	STABILITY CONTROL WITH AUTOMATIC TRACTION CONTROL	INCL
BASE	THERMO KING TE14 ALL-ELECTRIC HVAC WITH SCROLL COMPRESSORS & R407C	INCL
CHANGE	DRIVERS HEATER FROM BRUSH MOTORS TO BRUSHLESS MOTORS	\$407.00
ADD	(1) DASH MOUNTED DRIVERS FAN	\$97.00
BASE	LEVEL 2 INSULATION PACKAGE (BASE ON E-BUS)	INCL
ADD	EBUS COLD WEATHER PACKAGE W/ FUEL/ELECTRIC FIRED HEATER	\$5,125.00
BASE	ELECTRIC HYDRAULIC PUMP	INCL
BASE	BENDIX AD-IP AIR DRYER FOR E-BUS APPLICATION	INCL
ADD	FRONT DOOR OVERRIDE SWITCH	\$177.00
BASE	FRONT AND REAR DOORS AIR OPERATED	INCL
BASE	REAR DOOR 34" FULL DRIVERS CONTROL	INCL
BASE	SSTL STANCHIONS & GRAB RAILS	INCL
ADD	INTERIOR SCHEDULE RACKS (OBIC 19/21 4P 2L)	\$280.00
CHANGE	PASSENGER SEATS GEMINI W/ STD ADA TO AMSECO INSIGHT W/ VR-50 ONSORTS, DRAIN HOLES & (1) Q'POD AT STREETSIDE	\$4,943.00
ADD	13 DUAL USB PORTS MOUNTED TO PASSENGER SEATS	\$2,028.00
ADD	QUANTUM GEN II AT CURBSIDE	\$11,244.00
BASE	DRIVER SEAT RECARO ERGO METRO W/OUT HEADREST & 2PT BELT	\$0.00
ADD	HEADREST TO RECARO DRIVERS SEAT	\$0.00
ADD	DRIVERS SEAT BELT ALARM	\$48.00
BASE	DRIVERS BARRIER W/O SCHEDULE HOLDERS	INCL
BASE	PULL CORD ADA CHIME SYSTEM	INCL
CHANGE	PASSENGER WINDOWS FROM AROW FRAMED FULL FIXED TO AROW BONDED W/ TRANSOM	\$7,310.00
ADD	GLAZING GUARDS (6 MIL)	\$1,095.00
CHANGE	HEADLAMPS TO DIALIGHT LED LOW BEAM AND LED HIGH BEAM	\$1,192.00
ADD	UPPER REAR CAP GRILLE AUX LAMPS - (2) STOP 7" LAMPS	\$160.00
ADD	REAR GRILLE LOWER CENTER MAOUNTED STOP LAMPS - (2) 18" RED STRIP LED LAMPS	\$150.00
CHANGE	FROM I/O CONTROLS INTERIOR LED LAMP TO PRETORIA LED LAMPS	\$0.00
BASE	STD REI PA SYSTEM	\$0.00
CHANGE	DESTINATION SIGNS FROM TWIN VISION (F,S,) TO LUMINATOR (F, CS)	\$0.00
ADD	12-CAMERA VIDEO SURVEILANCE SYSTEM W/ BACK-UP CAMERA - SUPPLIER TBD (BUDGETARY)	\$12,500.00
ADD	SPORTWORKS DL2 BIKE RACK	\$1,839.00
BASE	FAREBOX - PRE WIRE ONLY	ψ1,059.00 INCI
ADD	FAREBOX GUARD	\$203.00
ADD	CEILING MOUNTED FAREBOX LAMP	\$87.00
ADD	MANUAL PASSENGER COUNTER (1 ROW X 6 TALLY)	\$192.00
BASE	(1) REAR ROOF HATCH (MANUAL OPEN / CLOSE)	ş 192.00 INCI
CHANGE	2-PC REMOTE SAFE FLEET MIRRORS W/ CONVEX, HEATED	\$238.00
CHANGE	2-FO INLIVIOTE SAFE FLEET WITHOUTS VV/ GOINVEA, FLEATED	⊕∠აο.∪∪

Page 2 of 4

CHANGE

Item 10.

\$5,000.00

PRICE SUMMARY 5/13/2021

NORMAN, OK OFF COMMONWEALTH OF VIRGINIA (2) 35' LOW FLOOR PLUS BATTERY ELECTRIC BUSES **SERIAL NUMBER: 197132-197133**

<u>ACTION</u> **DESCRIPTION** COST (1) PAINT COLOR & CUSTOM GRAPHICS (PER CITY OF NORMAN, OK SPEC) BUDGETARY

PRICE SUMMARY 5/13/2021

NORMAN, OK OFF COMMONWEALTH OF VIRGINIA (2) 35' LOW FLOOR PLUS BATTERY ELECTRIC BUSES SERIAL NUMBER: 197132-197133

ACTION	<u>DESCRIPTION</u>	<u>cos</u> 1
BASE	ALTRO FLOORING W/ FULL COMPOSITE SUB-FLOOR	INCL
ADD	SYNCHROMATICS SYSTEM	\$19,836.00
ADD	AMEREX FIRE SUPPRESSION W/O ESS (BATTERY) SUPPRESSION (BUDGETARY)	\$5,000.00
BASE	24 UNIT FIRST AID KIT	INCL
BASE	BLOODBORNE PATHOGENS KIT	INCL
ADD	CLIMATE COMFORT TECHNOLOGIES CCT 24V-1 ELECTRONIC AIR CLEANER PRE DELIVERY INSPECTION, TRAVEL & LODGING (UP TO \$5,000 ONLY. IF \$5,000 BUDGET IS EXHAUSTED,	\$2,250.00
ADD	BALANCE OF REMAINING EXPENSES WILL BE RESPONSIBILITY OF CITY OF NORMAN)	\$5,000.00
ADD	PANASONIC TOUGHBOOK 33 LAPTOP (\$4,560/2 BUSES)	\$2,280.00
BASE	WARRANTY (BASIC BUS) - 1 YEAR / 50,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (BODY STRUCTURE) - 3 YEARS / 150,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (STRUCTURE CORROSION) - 7 YEARS / 350,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (TRACTION MOTOR) - 3 YEARS / 100,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (ESS) - 6 YEARS / 300,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (FRONT AXLE) - 5 YEARS / 300,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (REAR AXLE) - 5 YEARS / 300,000 MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (HVAC) - 2 YEARS / UNLIMITED MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (DOOR SYSTEMS) - 1 YEARS / UNLIMITED MILES (WHICHEVER COMES FIRST)	INCL
BASE	WARRANTY (COMPOSITE FLOOR) - 12 YEARS / 500,000 MILES (WHICHEVER COMES FIRST)	INCL
ADD	TRAINING (EBUS MAINTENANCE 24 HOURS)(\$5,000/2 BUSES)	\$2,500.00
ADD	TRAINING (EBUS ELECTRICAL SYSTEMS 24 HOURS)(\$5,000/2 BUSES)	\$2,500.00
ADD	TRAINING (ELECTRIC HVAC 8 HOURS)(\$3,000/2 BUSES)	\$1,500.00
	NORMAN, OK CHANGES	\$97,968.00
	STATE OF VIRGINIA 35' LOW FLOOR PLUS BATTERY ELECTRIC BASE BUS	\$797,280.00
ADD	DELIVERY TO NORMAN, OK (BUDGETARY)	\$10,214.00
	NORMAN, OK 35' LOW FLOOR PLUS BATTERY ELECTRIC CURRENT PRICE (5/13/2021)	\$905,462.00

Example of Overhead Pantograph Charging





11. CONSIDERATION OF AWARD, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-30 FOR THE PURCHASE OF LOCAL REGISTER WATER METERS TO CORE AND MAIN, L.P., FOR SECTIONS 1, 2, 3, 5,6, 8, 10, 11, 12, AND 13 AND UTILITY TECHNOLOGY SERVICES FOR SECTION 4, 7, AND 9 FOR THE LINE MAINTENANCE DIVISION.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Paul Johnston

PRESENTER: David Hager, Utilities Manager

ITEM TITLE: CONSIDERATION OF AWARD, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-30 FOR THE

PURCHASE OF LOCAL REGISTER WATER METERS TO CORE AND MAIN, L.P., FOR SECTIONS 1, 2, 3, 5,6, 8, 10, 11, 12, AND 13 AND

UTILITY TECHNOLOGY SERVICES FOR SECTION 4, 7, AND 9 FOR

THE LINE MAINTENANCE DIVISION.

BACKGROUND:

On November 18, 2021 bids were opened on Bid-2122-30 for local register water meters for the Utilities Line Maintenance Division. Funds have been budgeted in the fiscal year 2021-2022 (FYE 22) budget for these purchases.

In FYE 96 a committee comprised of Public Works staff and Line Maintenance Division staff recommended standardizing specifications for turbine, compound and residential cold water meters due to the increasing costs associated with the difficulty in obtaining, inventorying repair parts, and purchasing water meters. The committee recommended acceptance of only Badger, Neptune Meter and Sensus Technologies water meters in the annual cold water meter contract.

Line Maintenance Division staff installs local-read water meters ranging in size from ¾" to 2" in residential developments, and replaces damaged meters, inaccurate meters, and meters exceeding design life on an annual basis. In FYE21, the Division installed 1,304 local read register water meters.

DISCUSSION:

Bid-2122-30 proposals were sent to five (5) suppliers who sell water meters meeting City of Norman specification, and there were two (2) responses. The bid provides for the purchase, on an as-needed basis, of approximately 800 residential cold water meters beginning in FYE22; this bid also allows for purchase of small quantities of large size water meters. Bid prices increased on an average of 32% over the current contract amounts approved in FYE19 due to costs associated with environmentally safe brass, fuel, copper, and shortage of materials used in the manufacture of water meters.

RECOMMENDATION:

It is recommended that Bid-2122-30 be awarded to Core & Main LP and to Utility Technology Services as the lowest and best bidders meeting specifications. Prices are listed on the attached bid tabulation. Funds are available in Maintenance Supplies Meter Sets/Repairs (account 31955251-43218), with \$178,859 as an account balance for FYE 22.

LINE MAINTENANCE DIVISION - TABULATION OF BIDS COLD WATER METERS BID NO. 2122-30 – November 18, 2021

WATER METERS	NATIONAL METER AND	CORE & MAIN, LP	UTILITY TECHNOLOGY	NEPTUNE TECHNOLOGY	OKLAHOMA CONTRACTORS
	AUTOMATION,		SERVICES	GROUP, INC.	SUPPLY
	INC.	Oklahoma City, OK	Oklahoma City, OK	Tallassee, AL	
	Oklahoma City, OK	• ,	• • • • • • • • • • • • • • • • • • • •	,	Oklahoma City, OK
SECTION I	NO RESPONSE	47.06	45.00*	NO RESPONSE	NO RESPONSE
5/8" x 3/4" Cold Water Meters					
SECTION II		131.25	95.00*		
1" Cold Water Meters					
SECTION III		380.00	390.00		
1 ½" Cold Water Meters					
SECTION IV		1162.50	1120.00		
2" Compound Meters					
SECTION V		517.34	565.00		
2" Cold Water Meters					
SECTION VI		570.00	790.00		
2" Turbine Meters					
SECTION VII		1875.00	1420.00		
3" Compound Meters					
SECTION VIII		975.00	985.00		
3" Turbine Meters					
SECTION IX		1125.00	1115.00		
3" Fire Hydrant Meters					
w/National Standard Fire hose					
couplings					
SECTION X		2100.00	2465.00		
4" Compound Meters					
SECTION XI		1125.00	1910.00		
4" Turbine Meters					
SECTION XII		3750.00	4255.00		
6" Compound Meters					
SECTION XIII		1800.00	3440.00		
6" Turbine Meters					

RECOMMENDATION: That Bid No. 2122-30 be awarded to Utility Technology Services for sections 4, 7, and 9 and to Core & Main, LP for sections 1, 2, 3, 5, 6, 8, 10, 11, 12, and 13 as the best bidders meeting all of the specifications.

*Not approved because bid did not meet City of Norman specifications

Contract prices are effective through December 31, 2022.

Forwarded by: David Hager, Line Maintenance Manager

12. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A SCULPTURE ENTITLED "FIRST LOVE" VALUED AT \$15,250 FROM GREG HEIPLE TO BE PLACED IN ANDREW'S PARK IN HONOR OF HIS MOTHER, KATHY HEIPLE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Parks and Recreation Department

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT,

AND/OR POSTPONEMENT OF A DONATION OF A SCULPTURE ENTITLED "FIRST LOVE" VALUED AT \$15,250 FROM GREG HEIPLE TO BE PLACED IN ANDREW'S PARK IN HONOR OF HIS MOTHER, KATHY

HEIPLE.

BACKGROUND:

The City of Norman was approached by Greg Heiple regarding the donation of a statue entitled "First Love" valued at \$14,500. The Donor also has paid for the statue to be professionally installed, a service valued at \$750. Mr. Heiple wishes to donate the sculpture in honor of his mother, which will be placed by a bench closest to the playground area at Andrew's Park.

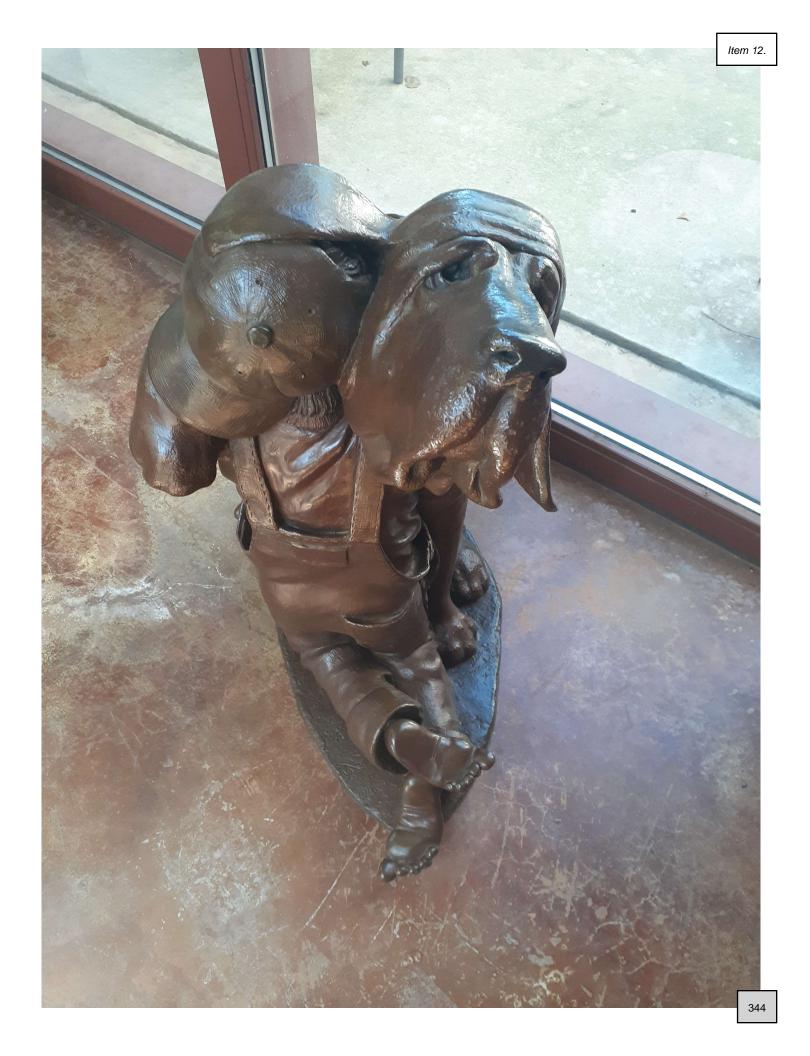
Both the Norman Public Arts Board and the Norman Arts Council have recommended that the City accept this donation.

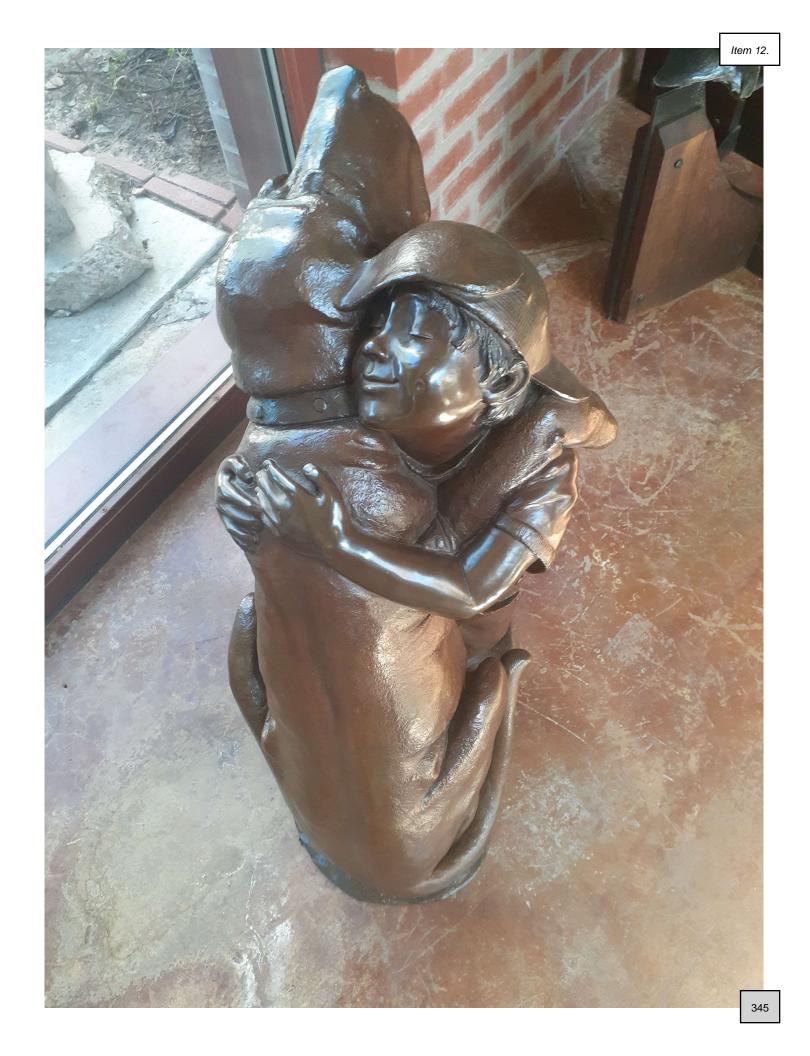
DISCUSSION:

Chapter 8, Section 8-111 states that any item donated to the City with a value above \$250.00 must first be accepted by City Council. Furthermore, Chapter 4, Section 4-204 states that "the City shall accept all donations of public art, as defined herein, that are made in accordance with section 4 of the Charter. . ." Article I, Section 4 of the City Charter allows that the "City may receive bequests, gifts and donations of all kinds of property in fee simple or in trust for charitable or public purposes and perform all acts necessary to carry out the purposes of such bequests, gifts, donations or trusts, with power to manage, sell, lease or otherwise dispose of same in accordance with the terms of the bequest, gift, donation, or trust."

RECOMMENDATION:

It is recommended that the City of Norman accept the donation of a sculpture entitled "First Love" valued at \$15,250.





13. CONSIDERATION OF ACCEPTANCE OR REJECTION OF A DONATION OF LOT 7, BLOCK 1 OF THE SPRING BROOK ADDITION FROM THE CORE NORMAN LAND TRUST TO THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ACCEPTANCE OR REJECTION OF A DONATION

OF LOT 7, BLOCK 1 OF THE SPRING BROOK ADDITION FROM THE

CORE NORMAN LAND TRUST TO THE CITY OF NORMAN.

BACKGROUND:

The Core Norman Land Trust (CNLT) acquired two parcels of land in the Spring Brook Addition in 2010. One parcel, encompassing Brookhaven Creek between Robinson and Havenbrook (Lot 7, Block 1 of the Spring Brook Addition) is considered wetlands, which, for storm water management reasons, is managed by the City. The CNLT acquired the property with the intention of donating the wetlands parcel to the City. CNLT recently approached the City about consummating the donation.

DISCUSSION:

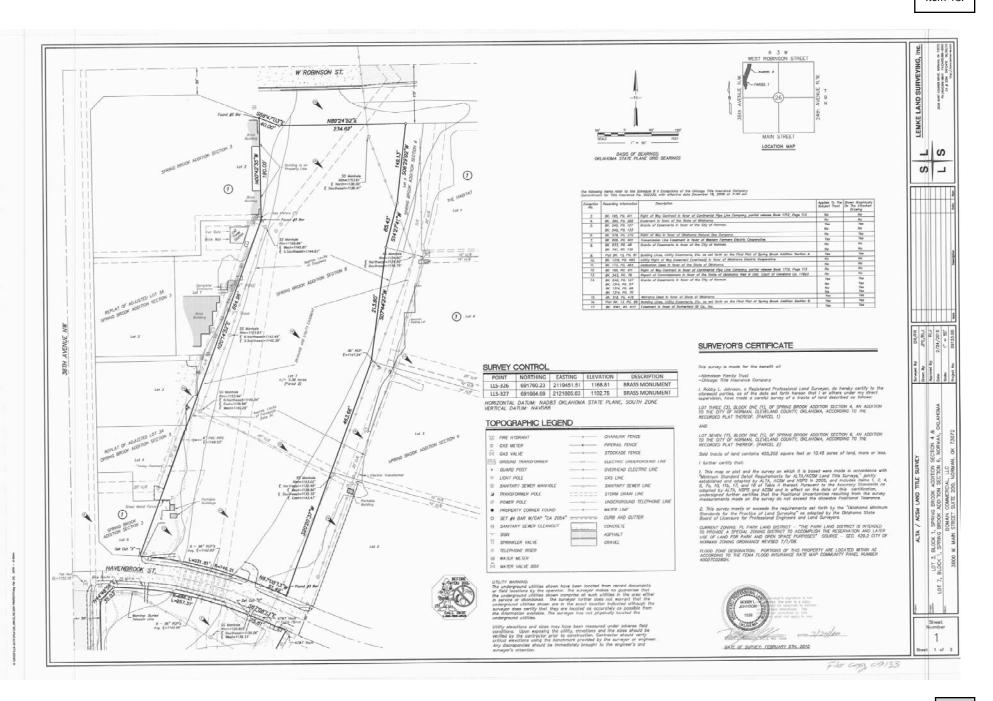
Section 8-111 of the City Code requires Council action prior to acceptance of a donation valued over \$250. Additionally, the City must take formal action to accept an interest in real property.

This property is largely part of the floodplain, with some flood zone areas as well. A map is attached showing the floodplain designation. The Storm Water Master Plan (SWMP), adopted by the City Council in 2009, recommended that the City obtain a mixture of drainage easements, rights of entry, and/or rights-of-way in previously urbanized areas to possibly construct needed modifications, provide maintenance, and/or carry out inspections. As it relates to Level 1 and Level 2 streams, which includes Brookhaven Creek, it recommended that the City obtain easements or rights-of-way either targeting the area extending from stream bank to stream bank plus ten feet on each side, or the area that is encompassed by the FEMA floodway along the respective streams. (See Section 7.3.1 of the SWMP)

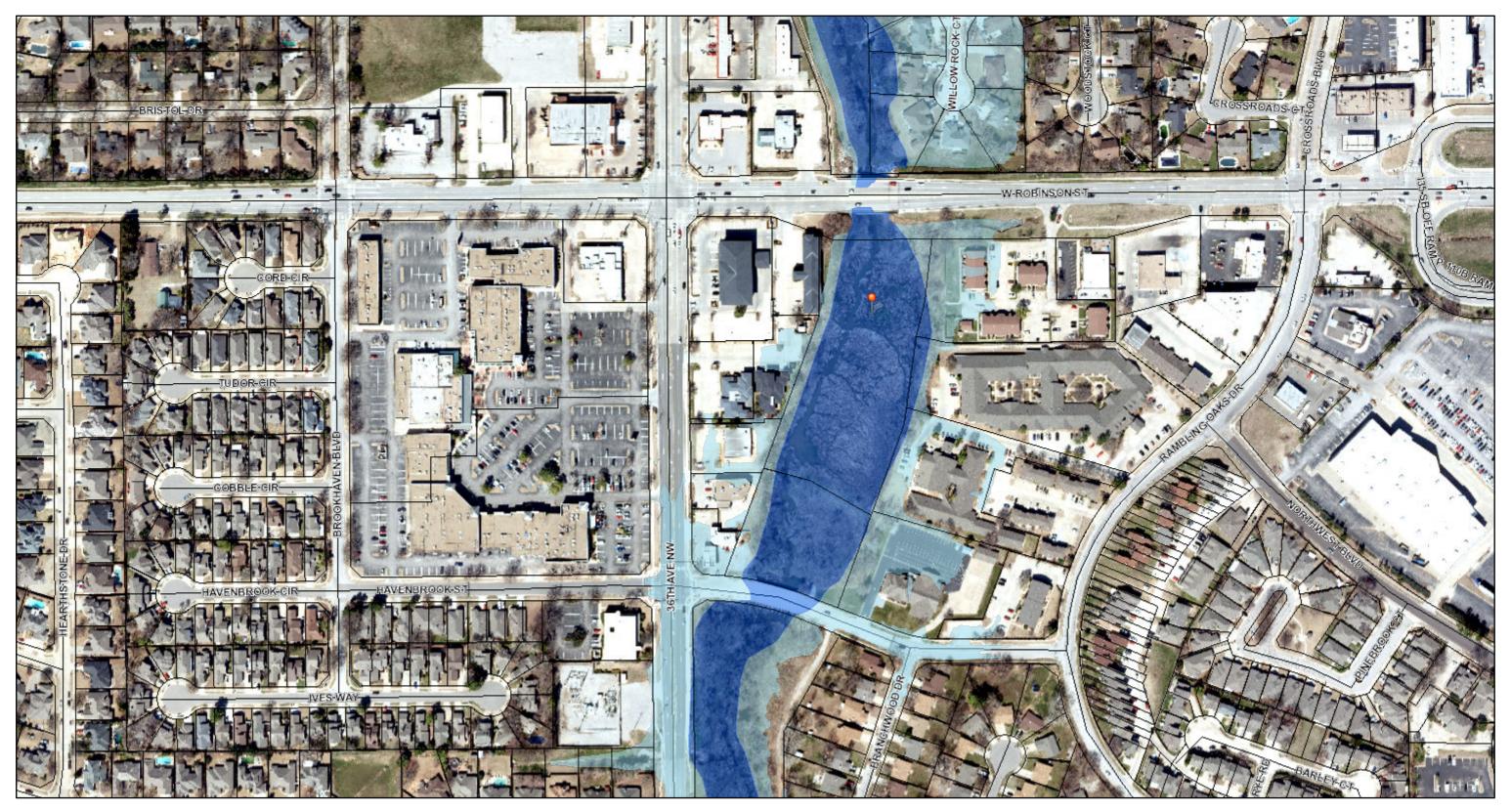
CNLT has provided title insurance for this property and will transfer the property to the City via quit claim deed upon Council's formal acceptance of the donation.

RECOMMENDATION:

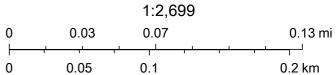
Staff recommends that Council accept the donation of Lot 7, Block 1 of the Spring Brook Addition.



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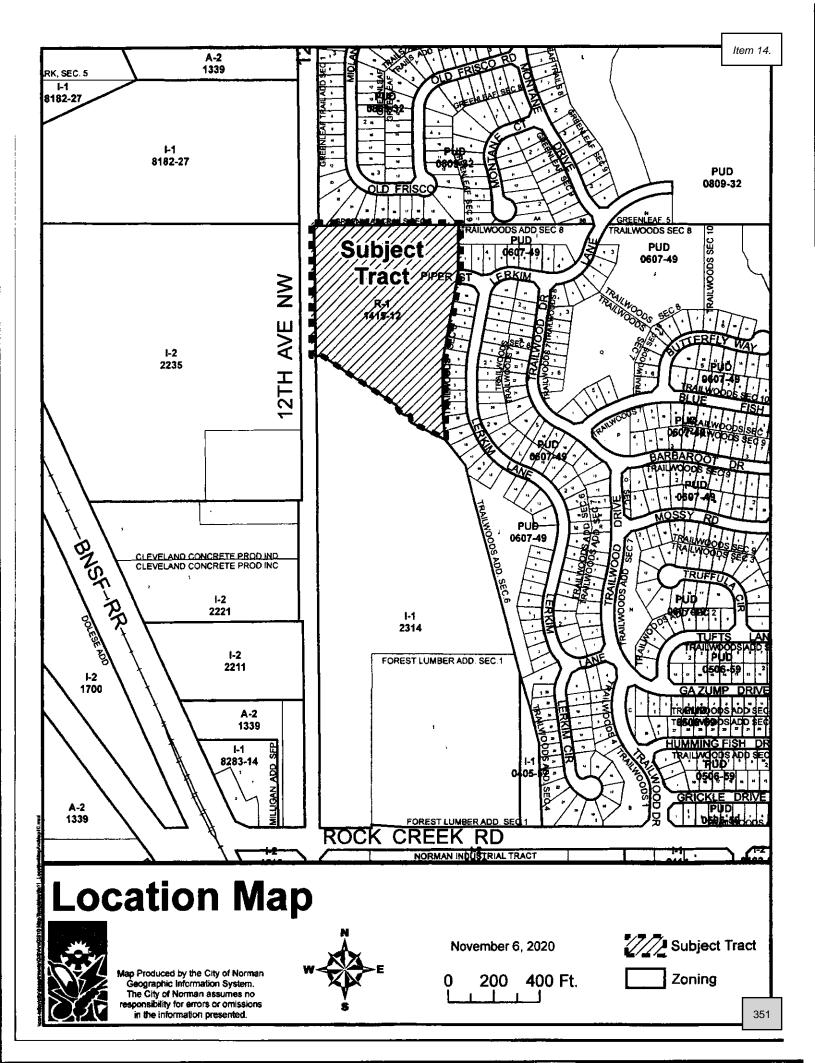


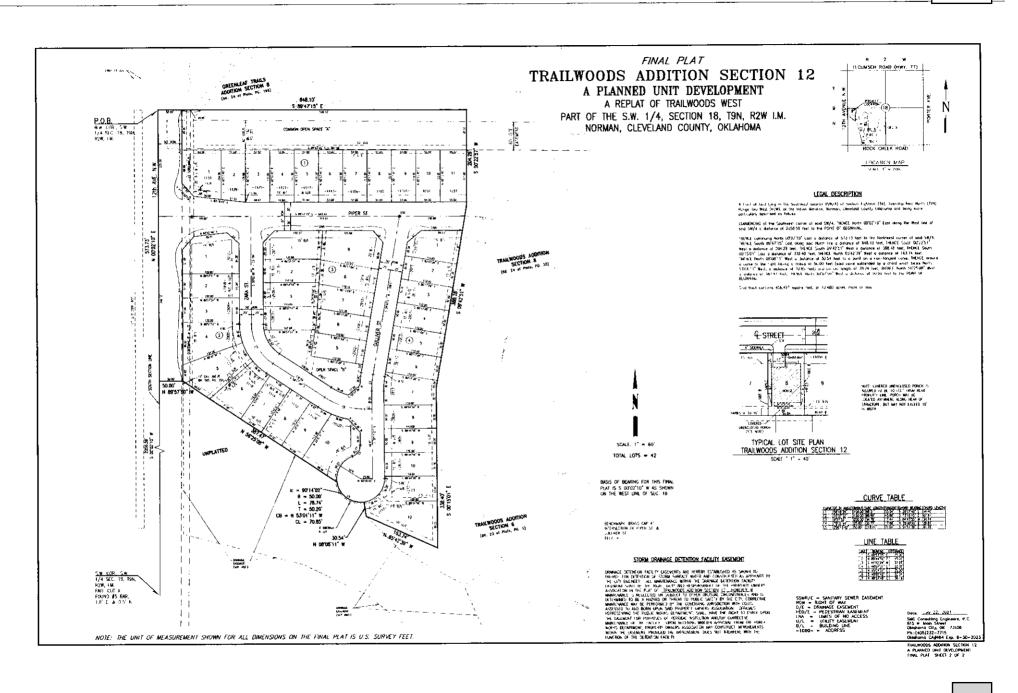




The Sanborn Map Company LLC, City of Norman, GIS Services Division

14. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR TRAILWOODS ADDITION, SECTION 12, A REPLAT OF TRAILWOODS WEST ADDITION AND RECEIPT OF A CERTIFICATE OF DEPOSIT IN THE AMOUNT OF \$163,227.20 FOR DEFERRAL OF PAVING, DRAINAGE AND SIDEWALKS IN CONNECTION WITH 12TH AVENUE N.W. (GENERALLY LOCATED ONE HALF MILE NORTH OF WEST ROCK CREEK ROAD ON THE EAST SIDE OF 12TH AVENUE N.W.)





DEVELOPMENT COMMITTEE

FINAL PLAT FP-2122-6

DATE: November 23, 2021

STAFF REPORT

ITEM: Consideration of a Final Plat of <u>TRAILWOODS ADDITION</u>, <u>SECTION 12</u>, <u>A PLANNED UNIT DEVELOPMENT</u>, <u>A REPLAT OF TRAILWOODS WEST ADDITION</u>.

LOCATION: Generally located east side of 12th Avenue N.W. approximately ½ mile north of Rock Creek Road.

INFORMATION:

- 1. Owners. Somers Woods Development, L.L.C.
- 2. Developer. Somers Woods Development, L.L.C.
- 3. Engineer. SMC Consulting Engineers, P.C.

HISTORY:

- 1. <u>August 23, 1960.</u> City Council adopted Ordinance No. 1241 annexing this property into the City limits.
- 2. October 18, 1960. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
- 3. November 22, 1960. City Council adopted Ordinance No. 1265 placing this property in A-2, Rural Agricultural District.
- 4. September 10, 1970. Planning Commission, on a vote of 9-0, recommended to City Council that this property be placed in I-1, Light Industrial District and removed from A-2, Rural Agricultural District.
- 5. <u>September 10, 1970</u>. Planning Commission, on a vote of 9-0, approved the preliminary plat for Rock Creek Industrial Tract Development with the comment that the City Council's approval of the sewage lagoon would be required prior to the submission of the final plat and plans.
- 6. <u>September 29, 1970</u>. City Council adopted Ordinance No. 2314, placing this property in I-l, Light Industrial District and removing it from A-2, Rural Agricultural District.

HISTORY (Cont'd):

- 7. May 4, 1971. City Council approved an agreement between Rock Creek Development Corporation and the City of Norman for the construction of a temporary lagoon.
- 8. <u>September 10, 1975</u>. In accordance with the City Code approvals for the preliminary plat and construction of a temporary lagoon became null and void.
- 9. <u>December 9, 1999</u>. Planning Commission, on a vote of 7-0, approved the preliminary plat for Rock Creek Industrial Tract Development, Section 1.
- 10. <u>December 9, 1999</u>. Planning Commission, on a vote of 7-0, recommended to City Council that the final plat for Rock Creek Industrial Tract Development, Section 1 be approved.
- 11. <u>December 9, 2000</u>. In accordance with the City Code the approval of the final plat for Rock Creek Industrial Tract Development, Section 1 became null and void.
- 12. <u>December 9, 2004</u>. In accordance with the City Code the approval of the preliminary plat for Rock Creek Industrial Tract Development, Section 1 became null and void.
- 13. <u>June 9, 2005</u>. Planning Commission, on a vote of 6-0, recommended to City Council that the preliminary plat for Forest Lumber Addition be approved.
- 14. <u>July 12, 2005</u>. City Council approved the preliminary plat for Forest Lumber Addition.
- 15. <u>July 12, 2010</u>. In accordance with the City Code the approval of the preliminary plat became null and void.
- 16. October 2, 2014. The Norman Board of Parks Commissioners, on a vote of 7-0, recommended fee in lieu of park land for the preliminary plat for Trailwoods West Addition.
- 17. October 9, 2014. Planning Commission, on a vote of 9-0, recommended to City Council amending the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Low Density Residential Designation and from Future Urban Service Area to Current Urban Service Area.

HISTORY (CONT'D)

- 18. October 9, 2014. Planning Commission, on a vote of 9-0, recommended to City Council placing this property in the R-1, Single Family Dwelling District and removing it from I-1, Light Industrial District.
- 19. October 9, 2014. Planning Commission, on a vote of 9-0, recommended to City Council that the preliminary plat for Trailwoods West Addition be approved.
- 20. November 25, 2014. City Council amended the NORMAN 2025 Land Use and Transportation Plan from Industrial Designation to Low Density Residential Designation and from Future Urban Service Area to Current Urban Service Area.
- 21. November 25, 2014. City Council adopted Ordinance No. O-1415-8 placing this property in the R-1, Single-Family Dwelling District and removing it from I-1, Light Industrial District.
- 22. November 25, 2014. City Council approved the preliminary plat for Trailwoods West Addition.
- 23. November 25, 2019. Approval of the preliminary plat for Trailwoods West Addition became null and void.
- 24. May 14, 2020. Planning Commission, on a vote of 8-0, recommended to City Council the approval of the preliminary plat for Trailwoods West Addition.
- 25. <u>June 23, 2020</u>. City Council approved the preliminary plat for Trailwoods West Addition.
- 26. <u>November 18, 2020</u>. The Norman Development Committee approved the program of public improvements and final plat and recommended that the final plat be submitted to City Council for consideration.
- 27. <u>December 8, 2020</u>. City Council approved the final plat for Trailwoods West Addition and deferral of street paving and sidewalks in connection with 12th Avenue N.W.
- 28. <u>June 8, 2021</u>. City Council approved GID-2021-62 reducing the deferral amount for street paving and sidewalks in connection with 12th Avenue N.W.
- 29. <u>June 30, 2021</u>. The Norman Development Committee accepted sanitary sewer and water improvements and concurrent construction.

Development Committee Staff Report Final Plat For Trailwoods Addition, Section 12, a Planned Unit Development November 23, 2021 Page 4

HISTORY (CONT'D):

- 30. July 15, 2021. The final plat for Trailwoods West Addition was filed of record with the Cleveland County Clerk.
- 31. <u>September 9, 2021</u>. Planning Commission, on a vote of 6-0, recommended to City Council that this property be placed in the PUD, Planned Unit Development and removed from R-1, Single-Family Dwelling District.
- 32. October 26, 2021. City Council adopted Ordinance No. O-2122-12 placing this property in the PUD, Planned Unit Development and removing it from R-1, Single-Family Dwelling District.

IMPROVEMENT PROGRAM:

- 1. <u>Fencing</u>. Fencing will be required for residential lots backing or siding 12th Avenue N.W.
- 2. Fire Hydrants. Fire hydrants are existing.
- 3. Permanent Markers. Permanent markers have been installed.
- 4. Sanitary Sewers. Sanitary sewer mains are existing.
- 5. <u>Sidewalks</u>. Sidewalks will be constructed on each lot prior to occupancy including the open space areas. Staff is recommending deferral of sidewalks adjacent to 12th Avenue N.W.
- 6. <u>Drainage</u>. Storm water runoff will be conveyed to an existing privately-maintained off-plat detention facility.
- 7. <u>Streets</u>. Streets have been completed. Staff is recommending deferral of street paving improvements for 12th Avenue N.W.
- 8. Water Mains. Water mains are existing.

PUBLIC DEDICATIONS:

- 1. <u>Easements</u>. All required easements are dedicated to the City on the final plat. An off-plat drainage easement will be required for a privately maintained detention facility.
- 2. <u>Rights-of-Way</u>. All street rights-of-way are dedicated to the City on the final plat.

Development Committee Staff Report Final Plat For Trailwoods Addition, Section 12, a Planned Unit Development November 23, 2021 Page 5

- SUPPLEMENTAL MATERIAL: Copies of a location map, final plat with final site development plan exhibit and Development Committee form are included as attachments.
- **DEVELOPMENT COMMITTEE:** The engineer for the developer has requested the Development Committee approve final plat for Trailwoods Addition, Section 12, a Planned Unit Development, and submit it to City Council for consideration.

This property consist of 10.48 acres and 42 single family residential lots and 2 common open spaces.

Park land fee in the amount of \$3,438.75 has been paid.

Traffic impact fee in the amount of \$10,925.50 has been paid.

Staff is recommending deferral of street paving and sidewalks in connection with 12th Avenue N.W. The cost of deferral is \$163,227.20.

This replat will replace the previous plat for Trailwoods West Addition.



Date:

November 19, 2021

To:

Development Committee

From:

Shawn O'Leary, Director of Public Works

Subject:

Deferral of Street Paving, Drainage and Sidewalk Improvements

Trailwoods Addition, Section 12, a Planned Unit Development

Trailwoods Addition, Section 12, a Planned Unit Development is generally located one-half mile north of West Rock Creek Road on the east side of 12th Avenue N.W. As part of the required improvements, the developer would construct street paving, drainage and sidewalks improvements in connection with 12th Avenue N.W. Twelfth Avenue N.W. is classified as a Minor Urban Arterial per the Comprehensive Transportation Plan.

It is recommended that the construction of these improvements be deferred under the provisions of Section 19-602B1.2.(a)(b)(c)(d) of the City Code. My recommendation for deferral is based on the fact these improvements would not immediately function due to the lack of connecting facilities and these improvements could be replaced by a future project.

If you need additional information, please feel free to contact me.

KID

cc: Darrel Pyle, City Manager
Jane Hudson, Director of Planning and Community Development
David Riesland, Transportation Engineer
Scott Sturtz, City Engineer

APPLICATION FOR DEVELOPMENT COMMITTEE ACTION			Date: 11/22/21	
Part I: To be Completed by Applica	nt:			
1. Applicant(s): Sweetgrass Partners, LLC Signature of Applicant(s): Christopher D. Anderson, PE (a	as agent for ap	plicant)		
Telephone Number and Addres SMC Consulting Engineers, PC 815 W. Main Street Oklahoma City, OK 73106 4 2. Project Name and Legal Descritrailwoods Addition, Section 1	05.232.7715 ption:			
3. Action Request of Development Request Development Commit Trailwoods Addition, Section 1	ee approve the	e final plat/final site develops and submit to City Council	ment plan exhibit for for consideration.	
Part II: To Be Completed by Develo	pment Comm	ittee:		•
Development Committee Met on:	Septem	ber 23, 2021		
Development Committee Findings:	•			
The engineer for the ow the final plat for Trai is a Replat of Trailwoo the final plat be submi	lwoods Se ds West A	ction 12, a Planned ddition. Upon appro	l Unit Developmoval, the engine	<u>ent. T</u> his <u>eer ha</u> s requested
Development Committee Recomme	ndations:		-	
Submit the final plat/f for consideration.	inal site	development plan	exhibit to City	Council
Director of Public Works	Yes No	Record of Acceptance	e: Yes	No
Director of Utilines	_ \	Planning Services Manag	ger 💆	
City Engineer	_ 5< 0	Ken Dann Subdivision Developmen	t Manager	

15. CONSIDERATION FOR APPROVAL, GRANTING, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT FIVE TO CONTRACT K-1920-32: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, EXTENDING THE TERM OF THE LEASE AGREEMENT FOR OFFICE SPACE, SERVICE BAYS, FLEET STORAGE, AND WAREHOUSE/GARAGE SPACE TO BE USED FOR PROVIDING TRANSPORTATION SERVICES UNTIL JANUARY 31, 2022, OR UPON SUBSTANTIAL COMPLETION AND OCCUPATION OF THE NORTH BASE COMPLEX PROJECT, PHASE 1, BY THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Shawn O'Leary, Director of Public Works

PRESENTER: Heather Poole, Assistant City Attorney

ITEM TITLE: CONSIDERATION FOR APPROVAL, GRANTING, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT FIVE TO CONTRACT K-1920-32: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE BOARD OF REGENTS OF THE UNIVERSITY OF OKLAHOMA, EXTENDING THE TERM OF THE LEASE AGREEMENT FOR OFFICE SPACE, SERVICE BAYS, FLEET STORAGE, AND WAREHOUSE/GARAGE SPACE TO BE USED FOR PROVIDING TRANSPORTATION SERVICES UNTIL JANUARY 31, 2022, OR UPON SUBSTANTIAL COMPLETION AND OCCUPATION OF THE NORTH BASE COMPLEX PROJECT, PHASE 1, BY THE CITY OF NORMAN.

BACKGROUND:

The City of Norman assumed operation of the public transportation system in the Norman area on July 1, 2019. On July 30, 2019, the Council approved Contract K-1920-32 with the Board of Regents of the University of Oklahoma to lease University property, known as the OU Transportation Operations Center, at 510 Chesapeake, for a maintenance facility for the transit system the City of Norman now operates. While the initial contract terminated on December 31, 2019, it has extended, through multiple mutual agreements, through December 31, 2021. Additional time is needed, however, to allow adequate time for the City's North Base Complex Project Phase I to be completed.

DISCUSSION:

Contract K-2021-35 was entered into by the City of Norman with Flintco, L.L.C. to construct the North Base Complex Project, Phase I. The initial projected completion date for the project was July 30, 2021. This project is located adjacent to the City Service Facility at Da Vinci Street off of North Flood Avenue. These buildings will house the Park Maintenance Division staff and fleet; provide for public transportation fleet maintenance and staff services for buses; and provide for public safety-related heavy equipment fleet services for fire trucks. The building construction project has been delayed mostly due to slow delivery of certain supplies and materials. These delays in building the North Base Complex Project Phase I will require an extension of the lease term from December 31, 2021 to January 31, 2022 or until the North Base Complex Project, Phase I, is substantially completed. If the construction is completed prior to December 31, 2021

the City can terminate its lease with the Board of Regents and move the maintenance operations for the transit system into the City's maintenance facility.

The lease terms are:

- 1. \$514.35 a month for the office space;
- 2. \$5,400 a month for the warehouse/garage space;
- 3. \$100 for each parking spot reserved for the City's use

Funds are available for ongoing lease-related expenses in the Public Transit Fund, Outside Auto Repair (Account Org 27550276, Object 44201) for Fleet Maintenance and Office Space Rental (Account Org 27550277, Object 44503) for Administration and Office Space.

RECOMMENDATION:

It is recommended that City Council approve Amendment 5 to Contract K-1920-32, thus extending the lease of the University of Oklahoma Transportation Operations Center building being used by the City's transit system until January 31, 2022 or until such time that the North Base Complex Project, Phase I, is substantially completed, whichever occurs first. This will allow the City to not expend unnecessary rent but allow the Norman public transportation system to continue to operate effectively while waiting on the completion of its own maintenance and support facilities.

AMENDMENT NO. 5 TO CONTRACT NO. K-1920-32

	This Amendment No. 5 to Contract No. K-1920-32 is made and entered into this
day of	, 2021, by and between the City of Norman, Oklahoma, a municipal
corpora	tion, (hereinafter referred to as the "City") and the Board of Regents of the University of
Oklaho	ma, (hereinafter referred to as the "University").

WITNESSETH:

WHEREAS, on July 30, 2019, the parties entered into Contract No. K-1920-32, for the purpose of a Lease Agreement providing for the City's lease of University property through December 31, 2019; and

WHEREAS, on December 10, 2019, the parties amended the Lease Agreement to extend the term until December 31, 2020; and

WHEREAS, on November 12, 2020, the parties again amended the Lease Agreement to extend the term until September 30, 2021, or upon the City's substantial completion of the construction and occupation of its North Base Complex Project Phase I; and

WHEREAS, on August 24, 2021, the parties again amended the Lease Agreement to extend the term until December 31, 2021 or until such time as the North Base Complex Project Phase 1 is substantially completed, whichever occurs first; and

WHEREAS, the parties need to amend the Lease Agreement to insure access to a maintenance facility after December 31, 2021, if needed, as the North Base Complex Project Phase I may not be completed until January, 2022.

NOW, THEREFORE, for and in consideration of the mutual agreements, covenants, and promises set forth herein, the parties do hereby convenant and agree to reaffirm all provisions of Contract No. K-1920-32, as previously amended by Amendment 1, Amendment 2, Amendment 3 and Amendment 4 to Contract No. K-1920-32, except as further amended as follows:

2. Term and Termination.

2.1 The term of the Lease shall begin August 5, 2019 and end January 31, 2022, or until the City's completion and occupation of its North Base Complex Project, Phase I, whichever occurs first.

All other provisions of Contract No. K-1920-32, as previously amended by Amendments 1, 2, 3 and 4, except for those specifically listed above shall remain in full force and effect.

IN WITNESS TI	HEREOF, the C	CITY and the UNIVERSITY have executed this Agreement.
DATED this	day of	, 2021.
CITY OF NOR! ("City")	MAN, OKLAH	НОМА
By: Project Man	ager	
By: Mayor Breea	Clark	
ATTEST:		
By: Brenda Hall,	City Clerk	
		y this 16 day of Noverlar, 2021. Alex Gale City Attorney
BOARD OF RE		а ном а
("University") By: 1000	rela Hel	ner
Assoc. Vice Pres	ident for Operat	tions
ATTEST:		
Ву:		
Γitle:		

File Attachments for Item:

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1920-40: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C. (FSB) INCREASING THE CONTRACT AMOUNT BY \$105,000 FOR A REVISED CONTRACT AMOUNT OF \$3,330,975 TO PROVIDE ADDITIONAL PROFESSIONAL DESIGN SERVICES FOR THE SENIOR WELLNESS CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION,

REJECTION, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1920-40: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C. (FSB) INCREASING THE CONTRACT AMOUNT BY \$105,000 FOR A REVISED CONTRACT AMOUNT OF \$3,330,975 TO PROVIDE ADDITIONAL PROFESSIONAL DESIGN SERVICES FOR THE SENIOR WELLNESS CENTER AND BUDGET TRANSFER AS OUTLINED IN THE

STAFF REPORT.

BACKGROUND:

On August 27, 2019, the Norman City Council approved Contract K-1920-40 with Frankfurt-Short-Bruza Associates, P.C. (FSB) in the amount of \$1,980,800 for Professional Design Services for the Norman Forward Indoor Aquatic Center, Multi-Sport Facility, and the Senior Wellness Center.

On June 9, 2020, the Norman City Council approved Amendment No. 1 to Contract K-1920-40 in the amount of \$324,925 for additional design work through the schematic design phase to accommodate a more extensive scope for the facilities, as requested through the Citizen Ad-Hoc Groups.

On February 9, 2021, Norman City Council approved Amendment No. 2 to Contract K-1920-40 in the amount of \$920,250 for additional design fees. Amendment No. 2 covered the remainder of design fees for both projects, including construction, that is needed to accommodate the increase in project scope that was identified by the Ad-Hoc groups in the conceptual stage.

FSB has been working with the Senior Wellness and Multi Sports and Aquatics Ad-Hoc Groups, various stakeholders, and City Staff and has completed the construction documents for both facilities.

DISCUSSION:

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 could 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 Wellness Center was included in the Norman Forward initiative in 2015 but was unfunded. The Senior Wellness 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 then followed by a budget transfer (\$4.8 million) from the Coronavirus Act, Relief & Economic Security Act (CARES ACT) for a total of a \$12.4 million budget for construction and design.

In the design development portion of the phase, City Staff and the Ad-Hoc committee agreed to value engineer (V/E) out the Multi-use Athletic Center, including one pickleball court and a small basketball court. The Ad-Hoc group decided that the pickleball space would interfere too much with the indoor walking track, and they also preferred the larger workout area. Staff would like to have FSB, the A/E team, design a more extensive MAC gym which will consist of a full-size basketball court, three pickleball courts, and the potential to play volleyball that is a standalone area inside the Wellness Caner. The gym is to be placed on the west side of the building.

Similar to Amendment No.1 and No. 2 to Contract K-1920-40, FSB has submitted Amendment Number No. 3, which provides additional design fees that will cover and accommodate the increase in project scope that the Ad-Hoc identified to have a MAC gym. The design of the MAC gym will help the City to discover an accurate cost estimate for this portion of the building, which was a priority with the Seniors and the Senior Wellness Ad-Hoc before this portion of the building was V/E out. Once the City gets an accurate cost estimate, it will give the City opportunities to seek additional funding at a later time to build the MAC gym as an addition to the Senior Wellness Center.

ADG, Inc., our Project Management Consultant, has reviewed this Amendment and agrees that it is appropriate for the proposed work.

Funds are available for this project in the NORMAN FORWARD Fund, as follows:

\$1,028,976.81 in the Senior Wellness Facility, Design Account (51793365-46201; project NFP108)

RECOMMENDATION NO. 1: Staff recommends approval of Amendment No. 3 to Contract K-1920-40 with FSB in the amount of \$105,000 for design services to include Design Development, Construction Document, and Construction Administration services for the Senior Wellness Center project.

RECOMMENDATION NO. 2: Staff recommends approval of a transfer of funds in the amount of \$105,000 from Project NFP108, NORMAN FORWARD Senior Wellness Facility Construction account (51793365-46101) to Project NFP108, NORMAN FORWARD Senior Wellness Facility Design account (51793365-46201).



Amendment to the Professional Services Agreement

PROJECT: (name and address) INDOOR AQUATIC CENTER, MULTI-SPORT FACILITY AND SENIOR & CULTURAL CENTER NORMAN, OK

AGREEMENT INFORMATION: Date: AUGUST 19, 2019

AMENDMENT INFORMATION:

Amendment Number: 003

Date: December 1, 2021

OWNER: (name and address) Norman Municipal Authority

201- C West Gray, P.O. Box 370

Norman, OK 73070

ARCHITECT: (name and address) FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C. (FSB) 5801 Broadway Extension, Suite 500 Oklahoma City, OK 73118

The Owner and Architect amend the Agreement as follows:

To amend the preliminary construction budget as stated in 1.1.3 and Exhibit A to as follows: SENIOR & CULTURAL CENTER- \$9,900,000 + \$1,500,000 Pickleball Gymnasium

To ammend the Exhibit A, Final Scope Page 4 to add Under the Senior & Cultural Center: 6,000 sq. ft. Pickleball Gymnasium

The Architect's compensation and schedule shall be adjusted as follows:

Compensation Adjustment:

Compensation for this additional service will increase the values as stated in 11.1 and 11.5 for the construction document phase shall be increaded by the dollars shown below below.

Senior Wellness & Cultural Center - Gymnasium \$105,000.00

Schedule Adjustment:

Contract Documents will be issued for bidding 60 days from notice to proceed.

SIGNATURES.	
FRANKFURT-SHORT-BRUZA	Norman Municipal Authority
ASSOCIATES, P.C.	
ARCHITECT (Firm name)	OWNER (Firm name)
Alm Satur	
SIGNATURE	SIGNATURE
John Semtner, Principal	Breea Clark, Chairman
PRINTED NAME AND TITLE	PRINTED NAME AND TITLE
12/1/2021	
DATE	DATE

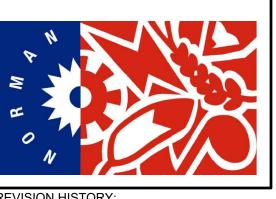
5801 Broadway Extension, Suite 500 Oklahoma City, OK 73118-7436 405.840.2931 | fsb-ae.com





PRELIMINARY

THIS DOCUMENT IS PRELIMINARY IN NATURE AND IS NOT A FINAL, SIGNED AND SEALED DOCUMENT



	N		1	V/	
REVISIO	ON HIS	TORY:			
		DESCF	RIPTION	1	DAT
PROJEC	CT INFO	ORMAT	ION:		
DESIGN	IED BY	:			

REVIEWED BY:

PROJECT MANAGER: PROJECT NUMBER:

2018-068-01 SHEET TITLE: OVERALL GRADING PLAN

ISSUE DATE: **AUGUST 2, 2021**

SHEET NUMBER: CG101



Option 1





Option 1





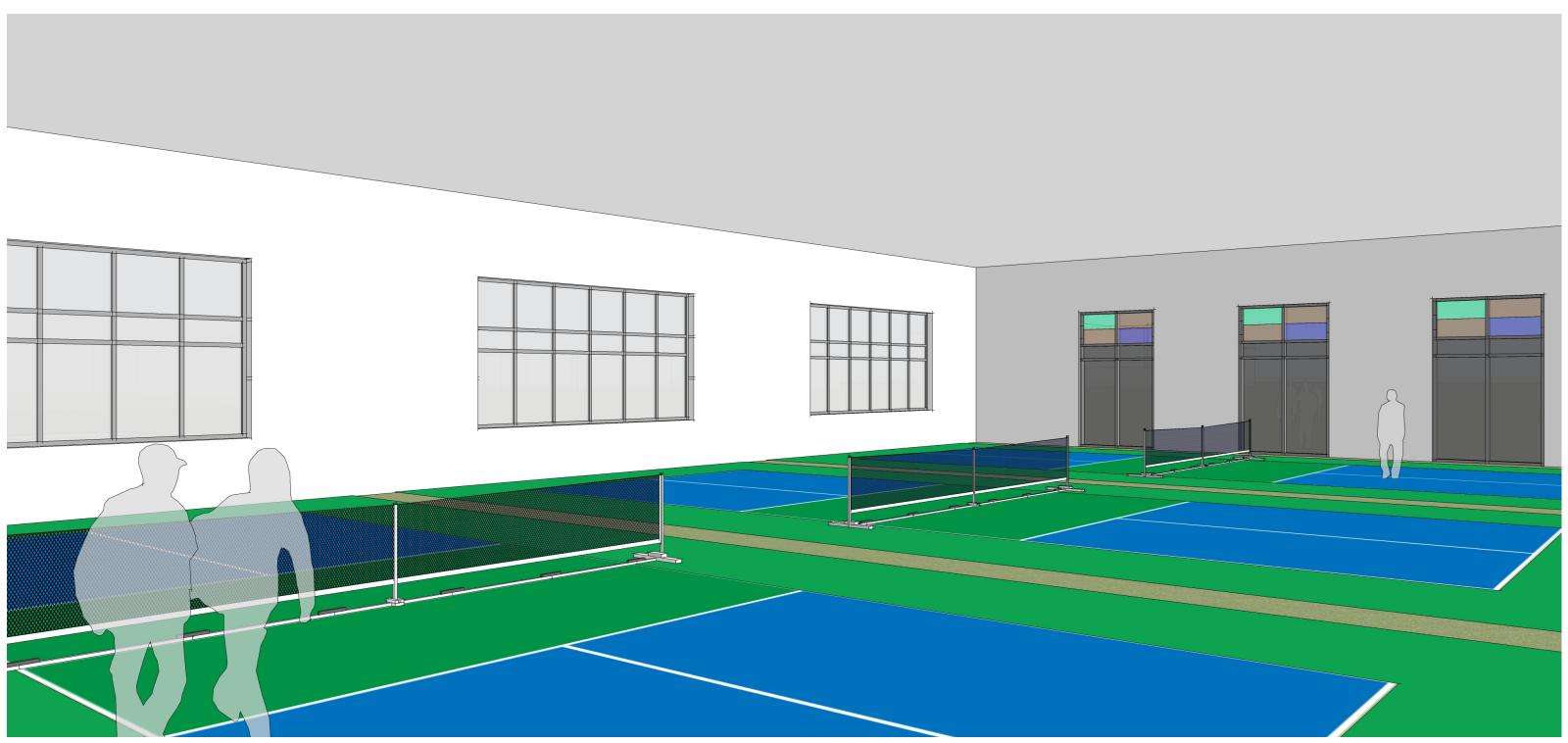
Option 1





Option 1





Option 1





Option 2





Option 2





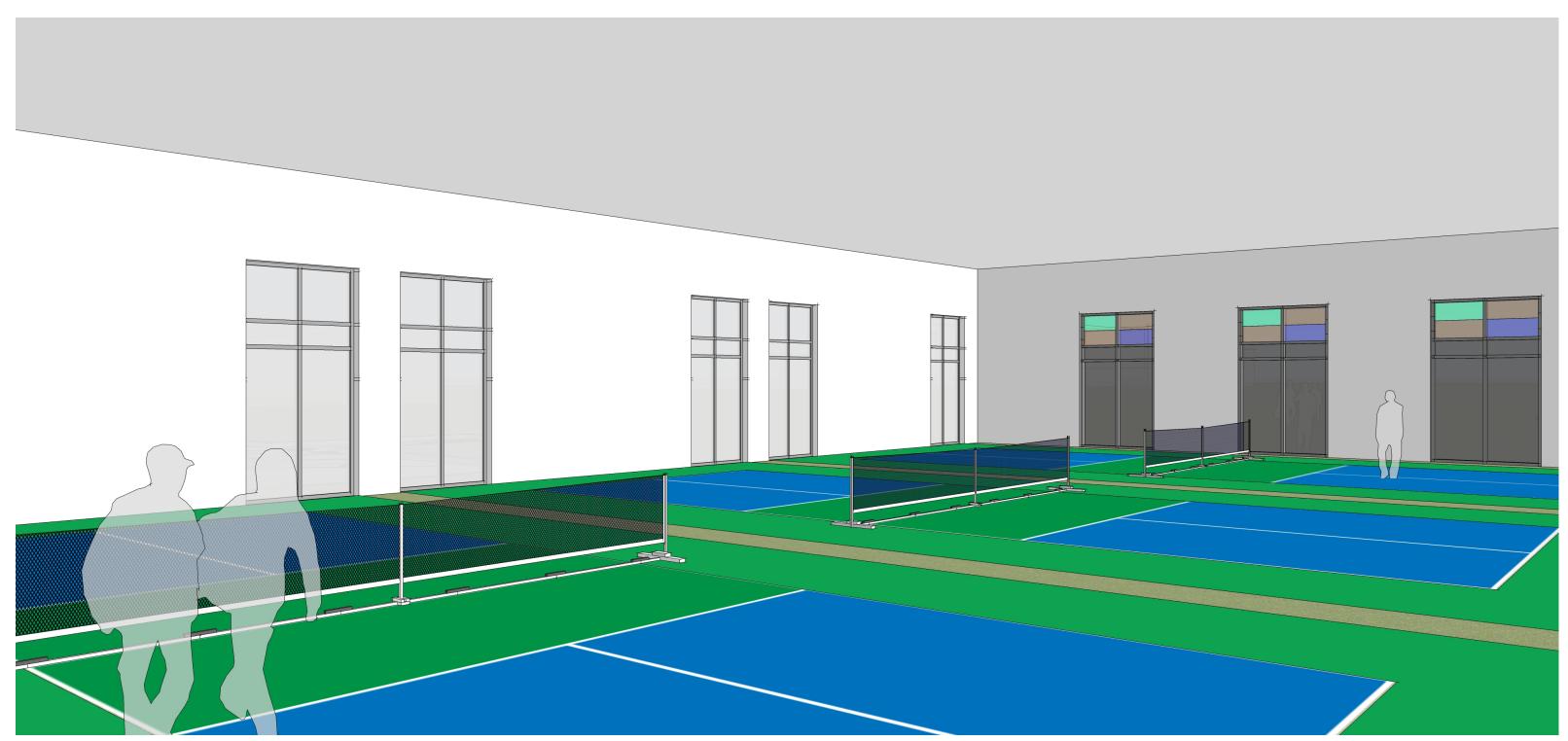
Option 2





Option 2





Option 2



File Attachments for Item:

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-115 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$2,022,408 FOR A REVISED CONTRACT AMOUNT OF \$2,048,728 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES TO PROVIDE STEEL FABRICATION AND ERECTION FOR THE CONSTRUCTION OF THE SENIOR WELLNESS CENTER AND RESOLUTION R-2122-74 GRANTING TAX-EXEMPT STATUS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-

115 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$2,022,408 FOR A REVISED CONTRACT AMOUNT OF \$2,048,728 FOR CONSTRUCTION MANAGEMENT ATRISK SERVICES TO PROVIDE STEEL FABRICATION AND ERECTION FOR THE CONSTRUCTION OF THE SENIOR WELLNESS CENTER AND

RESOLUTION R-2122-74 GRANTING TAX-EXEMPT STATUS.

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 much public input and Council discussion, 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 could 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 Wellness Center was included in the Norman Forward initiative in 2015 but was unfunded. The Senior Wellness Center was later funded through two Council actions: a transfer of allocated funding from a long term land lease instead of a land purchase at Griffin Park (\$7.4 million); and then an appropriation of \$4.8 million in Coronavirus Aid, Relief & Economic Security

Act (CARES Act) reimbursement funds. The total allocation for the Senior Wellness Center is \$12.4 million.

DISCUSSION:

On April 13, 2021, City Council approved Contract K-2021-115 with Crosslands 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. Construction bids for the steel fabrication and erection were opened for this portion of the project on December 7, 2021. This will be the first of two Guaranteed Maximum Price's (GMP) for the project. The second GMP will be for site work, utilities, pool, foundation, and upward construction.

In addition to the steel fabrication and erection (\$1,200,000), this first GMP includes construction contingency (\$36,000), general conditions (\$487,320) for the entire project, and project cost, which include bonding, insurance, and CMaR fees (\$299,088) for a total of \$2,022,408.

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.

Adequate funds are available for this contract in the NORMAN FORWARD Senior Wellness Project; Construction (account 51793365- 46101; project NFP108).

RECOMMENDATION:

It is recommended that City Council approve Amendment #1 to CMaR Contract K-2021-115 with Crossland Construction Company, Inc., in the amount of \$2,022,408 for steel fabrication and erection and contractor contingency costs for a revised contract amount of \$2,048,728 for the Senior Wellness Center project for the Parks and Recreation Department.



December 7th, 2021

408 NE 145th Place Oklahoma City, OK 73013 tel 405.748.5043 fax 405.748.7214

Brenda Hall City Clerk City of Norman 201 W. Gray St.

Re: Norman Senior Wellness Center – Amendment 1

Mrs. Hall,

Enclosed you will find two original copies of Amendment 1 for the Senior Wellness project. Please execute and return a copy for our records.

Sincerely,

Aaron Stoops

Vice President - OKC

Crossland Construction Company, Inc.

AMENDMENT NO 1 TO CONSTRUCTION MANAGER AT RISK AGREEMENT BETWEEN THE CITY OF NORMAN AND CROSSLAND CONSTRUCTION COMPANY

THIS AMENDMENT NO. 1 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "First Amendment") is made as of December 14, 2021, 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 has submitted the first of three 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. <u>First GMP Established.</u> 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 \$2,022,408 (derived from the total cost of work for the Construction Phase of \$1,200,000 + the Indirect Cost and Fee of \$822,408. 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. <u>Basis for GMP</u>. Refer to GMP#1 Letter and Summary
- B. <u>Contract Document Log.</u> 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. <u>Allowances</u>. 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. <u>Assumptions</u>. 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. <u>Proposed GMP</u>. 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. <u>Substantial Completion</u>. 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. <u>Acceptance Period.</u> The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit** _**F**_.
- 2. <u>Effect of Amendment.</u> 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. <u>Non-Default.</u> By executing this First 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 First 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 First Amendment are forever waived.

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]
[SIGNATURE ON FOLLOWING PAGES]

GMP Amendment 1 to CMaR

IN WITNESS WHEREOF, the Parties have executed this FIRST 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 (CROSS)	LAND CONSTRUCTION COMPANY, INC)
By: Jan Hogs	=
Name:Aaron R. Stoops	- MATHER.
Title:Vice President	DRA QUINZALIA
Date: 12/7/21	# 17008441 EXP. 09/08/25
ATTEST:	PUBLIC HO
By: aund Dit	OF OKCUMENT
Subscribed and Sworn to me this day	of <u>December</u> , 2021.
Commission Number: 17008441 Expiration Date: 690825	
THE CITY OF NORMAN	
Reviewed and approved for form and legality	y this day of, 2021.
	Office of the General Counsel
Approved by The City of Norman on this	day of, 2021.
By:	
Breea Clark, Mayor	
ATTEST:	
Ву:	

Brenda Hall, City Clerk

LIST OF DRAWINGS/SPECIFICATIONS/ADDENDA

LIST OF DRAWINGS

1	Norman Senior Wellness –	
	Drawings BP1 Steel	
	Didwings bi 1 Steel	

LIST OF SPECIFICATIONS

1	SECTION 011000 - SUMMARY
1	SECTION 012600 - CONTRACT MODIFICATION PROCEDURES
1	SECTION 012900 - PAYMENT PROCEDURES
1	SECTION 013200 - CONSTRUCTION PROGRESS DOCUMENTATION
1	SECTION 014339 - MOCKUPS
1	SECTION 051200 - STRUCTURAL STEEL FRAMING
1	SECTION 052100 - STEEL JOIST FRAMING
1	SECTION 053100 - STEEL DECKING
1	SECTION 055000 - METAL FABRICATIONS

LIST OF ADDENDA

-		
1	1 CM ADDENDUM 1	

City of Norman

GMP Amendment No. 1

Norman Senior Center

LIST OF ALLOWANCES

NO ALLOWANCES ARE INCLUDED OR PART OF THIS GMP AMENDMENT NO. 1

LIST OF ASSUMPTIONS AND CLARIFICATIONS

- Reference Standard Form of Agreement between Owner and Construction Manager, Contract K-2021-115 dated March 20th, 2021, by and between The City of Norman and Crossland Construction Company, Inc. The following modifications are hereby made to the original Agreement:
 - a. Article 5, Subsection 5.1.2. After the second/last sentence, insert the following, "Based upon current market conditions and possible procurement and delivery delays associated with numerous building materials, equipment, and labor, the monthly General Conditions costs and duration of the Project are subject to change. The Construction Manager reserves the right to revise both the monthly lump sum for General Conditions and the total duration/Final Completion of the Project."

City of Norman Norman Senior Center

GMP Amendment No. 1

GMP Summary, Divisional Bid Tabs, General Conditions Matrix, & Project Requirements

December 7th, 2021

Jason Olsen Director of Parks and Recreation City of Norman

RE: City of Norman Senior Center Recommendation Award Letter Bid Package #01 - Letter #1

Dear Mr. Jason Olsen,

For the above referenced project, we are proposing a guaranteed maximum price (GMP) of two million, twenty-two thousand, four hundred and eight dollars (\$2,022,408).

Bids for the City of Norman Senior Center – Bid Package #1, were received and publicly read aloud in at 201 W. Gray, Norman, OK 73069 on December 7th, 2021 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

Weibee Steel, Inc.(5A Structural Steel Fabrication & Erection)

\$1,200,000

 Crossland Construction is recommending responsive low bidder, Weibee Steel, Inc., for this trade contract. Scope includes the entirety of trade contract 5A as detailed in Bid Package #01 documents.

Please contact me should you have any questions.

Sincerely,

Aaron Stoops Vice President

Crossland Construction Company

Enc: GMP Summary, Divisional Bid Tabs, General Conditions Matrix, & Project Requirements

GMP Summary

Norman Sr. Wellness Center Bid Package #1 Bid Tab

Normai	n Sr. Wellness Center				
SF:	32,591	Bid Package #1	Subcontractor		
Date:	12/7/2021				
BP#	Description	Bid Price	Subcontractor		
5A	Structural Steel	1,200,000	Weibee		
	Subtotal Direct Costs	1,200,000			
	Construction Contingency	36,000			
	General Conditions	487,320			
	Project Requirements	221,270			
	Insurance	6,600			
	Construction Phase Fee	71,218			
	Construction Total	2,022,408			

Bid Tab

	Norman Sr. Wellness Center Bld Package #1	CROSSLAND CONSTRUCTION COMPANY, INC.
Trade Contract Identification		
5A Structural Steel		

		Trade C	ontractor - B	lid Summ	MY.							
CCC	Weibee											
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	Crossland Construction Recommendation	in	
	Recommended Trade Contractor		Price
BASE BID :	Weibee	5	1,200,000.00
TOTAL ALT:			

General Conditions

4 4	36	\$ 2,780 00
4 4		\$ 3,780.00
24.76		
173 173	2076	\$ 166,080,00
87 87	1044	\$ 67,860,00
173 173	2076	5 176,450.00
87 87	1044	\$ 67,850.00
R 8	9.6	\$ 5,280 00
		87 87 1044

Project Requirements

Project Requirements

CROSSLAND

Norman Sr. Wellness Center

onstruction Services		Notes for Clarity
EM Field Office, Furniture, & Fornishings	\$ 13,520.00	1 Job Trailer at \$1,000 per month plus \$1,500 for furnishing
Office Supplies	\$ 3,000,00	\$250 per ma
Project Sign	\$ 1,030,00	Allowance
Superintendard / PM Vehicles	\$ 74,000 00	2 vehicles @ \$1000/mg
Fuel Expense	\$ 7,290,00	\$600 per month per vehicle
Jobsite Radios & Phones	\$ 5,430,00	3 phones & \$150/mo
Copy Machine & Maintenance	\$ 1,830.00	\$150/mo
Computers, Usage, Software & Maintenance	S 2,430,00	\$200//110
Reproduction Expenses	9 3,090,00	
5 Field Office Te-ophone & Internet	3 2,440,00	\$1000 setup \$120/mg
1 Postage & Expressage	Ś	
2 Office Janktorial	\$ 1,200,00	\$100/ma
Moofi zation / Demobilization	\$ 1,500,00	
4 Punchlist/Misc	\$ 2,500,00	1 parpenter - 2 weeks @-\$35/hour
5 Construction Photo's & Video's	\$ 4,200.00	Orgne Footage \$350 per Month
6 Jub Meetings & Geremony Expenses	S	
7 Record Crawings / Claseout Manuals	\$ 750.00	
8 Material Handling	\$ 6,000,00	\$500 per Month
9 Temporary Electric Service	\$ 20,000.00	Temp Decinic and generation
) Temporary Wate:	\$ 7,500,00	Temp Water service
Lemporary Gas	9	By Owner
Temporary Construction Services: Fencing	\$ 5,000,00	Lo Be Included in Bid Package
3 Security	S e	By Owner
1 Temporary Toilety	\$ 17,280.00	8 each at \$180 per month
5 Femporary Tool /Storage Trailers	\$ 4800,00	Tooty Storage Trailer & \$200 per month - 2 each
5 Dumpsters	5 16.80C 00	4 per month at \$3.50/mo
7 Safety	\$ 1,530,00	
3 Cleanup	\$ 33,600,00	80 hours per month at \$30 per hour
Final Cleanup	\$ 9,630,00	To Be Included in Bid Package
Meals & Lodging	S	na na
Utility Connection Permits	Ś	Shall included in cost of construction
Concrete Testing & Inspections	\$ -	To Be Included in Bid Package
3 Operational Permits	\$.	Shall be included in cost of construction
Testing Labolatory Services	\$ 23,000.00	Standard material testing and special inspections
5 Building Permit	ś	By Owner
Misc Site Repairs/Soc at Demobilization	\$	To He Included in But Package
Sile Survey Cartrol Points	\$ 5000.00	To Be Included in Bild Package

SUBSTANTIAL COMPLETION

N/A. Substantial Completion date and information will be provided and finalized in a future GMP Amendment.

ACCEPTANCE PERIOD

- 1. Acceptance of GMP No. 1 is required on or before February 21, 2021 (45 days from the date bids/proposals were received.)
- 2. Should the pricing and terms of the GMP Amendment No. 1 not be accepted prior to the above referenced date, the pricing for the scope of work included with GMP Amendment No. 1 will be null and void and the work will be re-advertised and re-bid.

CONTRACT # K-2021-115

Standard Form of Agreement between Owner and Construc Manager

Item 17.

where the Basis of Payment is a Guaranteed Maximum
Price

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion.

AGREEMENT made as of the 20th day of March, 2020

OWNER: The City of Norman

201 W Gray Street Norman, OK 73069

And the

Crossland Construction Company, Inc.

Construction Manager:

408 NE 145th Place Oklahoma City, OK 73013

Representative:

Aaron Stoops, Vice President

For the Project:

Senior Wellness Center

201 W. Grav

Norman, OK 73070

Representative:

Jason Olsen, Recreation Superintendent

The Consultant is:

SB

5801 Broadway Extension, Suite 500

Oklahoma City, OK 73118

Representative:

John Slattery

The Program Manager is:

ADG, PC

920 W Main Street

Oklahoma City, OK 73106

Representative:

Randy Hill, Senior Program Mgr.

The Owner and Construction Manager agree as set forth below:

ARTICLE 1 GENERAL PROVISIONS

- 1.1 RELATIONSHIP OF PARTIES: The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Consultant in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Consultant, Construction Manager and other persons or entities employed by the Owner for the Project.
- 1.2 GENERAL CONDITIONS: For the Construction Phase, the General Conditions of the contract shall be the City of Norman General Provisions Document, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceeds concurrently, the City of Norman General Provisions Document shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in the City of Norman General Provisions Document shall mean the Construction Manager.
- **1.3 RULES AND PROCEDURES:** The Contractor shall follow the current adopted Rules and procedures established by the State of Oklahoma to ensure compliance with state statutes.
- 1.4 CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.4 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Consultant and furnished by the Owner as described in Section 2.2.9. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

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The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2. Language constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Consultant, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE - PHASE ONE SERVICES

- **2.1.1 PRELIMINARY EVALUATION:** The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.
- 2.1.2 CONSULTATION: The Construction Manager with the Consultant shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Consultant regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.
- 2.1.3 PRELIMINARY PROJECT SCHEDULE: When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Consultant's review and the Owner's approval. The Construction Manager shall obtain the Consultant's approval of the portion of the preliminary Project schedule relating to the performance of the Consultant's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Consultant and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Consultant.
- **2.1.4 PHASED CONSTRUCTION**: The Construction Manager shall make recommendations to the Owner and Consultant regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES:

- **2.1.5.1** (N/A)When the Owner has sufficiently identified the Project requirements and the Consultant has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Consultant and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.
- **2.1.5.2** (N/A)When Schematic Design Documents have been prepared by the Consultant and approved by the Owner, the Construction Manager shall prepare, for the review of the Consultant and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Consultant and Construction Manager.
- 2.1.5.3 When Design Development Documents have been prepared by the Consultant and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Consultant and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Consultant and Construction Manager.
- **2.1.5.4** If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Consultant.
- 2.1.6 SUBCONTRACTORS AND SUPPLIERS: The Construction Manager shall seek to develop subcontractor interest in the Project. Subcontractors and suppliers shall be selected and contracts let in strict accordance with the provisions of the Oklahoma Public Competitive Bidding Act, 61 O.S. § 101, et seq. (the "Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently solicit and receive bids from potential Subcontractors; (2) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Subcontractors for compliance with the Act; and (3) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that trade scope of work. All bids shall be made and received in accordance with the provisions of the Act.
- 2.1.7 LONG-LEAD-TIME ITEMS: The Construction Manager shall recommend to the Owner and Consultant a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

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- 2.1.8 EXTENT OF RESPONSIBILITY: The Construction Manager does not warrant or guarantee estimates and except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Co Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's pi consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Consultant and Owner in writing.
- 2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION: The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

- 2.2.1 When the Drawings and Specifications are sufficiently complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of all subcontracts, lump sum selfperform amounts, including allowances and contingencies described in Section 2.2.3, the General Conditions, and the Construction Manager's Fee.
- 2.2.2 The Guaranteed Maximum Price proposal shall include the Project contingency, a sum established by the Owner for the Owner's exclusive use to cover costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. The Owner and the Construction Manager acknowledge that the Project contingency is included in the Guaranteed Maximum Price proposal for costs, which have not been taken into precise account in the establishment of the Guaranteed Maximum Price, including, but not limited to those resulting from:
- scope gaps between Subcontractors;
- costs due to Subcontractor failure that are not paid under applicable bonds or subcontractor default insurance; (2)

(3) excess costs due to major weather events;

damage to the Work not recoverable from another party or insurance policy; or

any other increase in the Cost of the Work due to an unforeseen event or occurrence that is not under the Construction Manager's control.

The Project contingency may be applied by the Construction Manager to any item of cost described above or as defined by the Cost of the Work without the necessity of a modification, without constituting a change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager shall advise the Consultant and the Owner in writing and acquire written acceptance prior to applying a part of the Project contingency as allowed by the Contract Documents.

- 2.2.3 BASIS OF GUARANTEED MAXIMUM PRICE: The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:
 - 2.2.3.1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.

2.2.3.2 A list of allowances and a statement of their basis.

- 2.2.3.3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- 2.2.3.4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the Guaranteed Maximum Price.
- 2.2.3.5 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based. 2.2.3.6 A date by which the Owner must accept the Guaranteed Maximum Price
- 2.2.4 The Construction Manager shall meet with the Owner and Consultant to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Consultant discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- 2.2.5 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.
- 2.2.6 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.
- 2.2.7 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.
- 2.2.8 The Owner shall authorize and cause the Consultant to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Consultant and Construct

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Manager. The Construction Manager shall promptly notify the Consultant and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

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2.2.9 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established. The Owner may request that the Construction Manager assist with reviewing subcontractor invoices to verify that purchases are for the Municipal Complex Renovation

2.3 CONSTRUCTION PHASE - PHASE TWO SERVICES

2.3.1 GENERAL: The Construction Phase shall commence on the Owner's acceptance of the Guaranteed Maximum Price proposal and the issuance of a Notice to Proceed or Work Order.

2.3.2 ADMINISTRATION

- 2.3.2.1 The Construction Manager shall solicit bids for all portions of the Work including portions that the Construction Manager customarily performs with the Construction Manager's own personnel. The Construction Manager shall solicit bids from subcontractors and from suppliers of materials or equipment fabricated especially for the Work in accordance with the mandatory provisions of the Act. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
- 2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
- **2.3.2.3** Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8.
- 2.3.2.4 After all the subcontracts are awarded, the owner and the Construction Manager may agree to convert the Guaranteed Maximum Price to a Lump Sum Price.
- 2.3.2.5 The Construction Manager shall schedule and conduct meetings at which the Owner, Consultant, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- 2.3.2.6 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with the City of Norman General Provisions Document, including the Owner's occupancy requirements.
- 2.3.2.7 The Construction Manager shall provide monthly written reports to the Owner and Consultant on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Consultant.
- 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Consultant at regular intervals.
- **2.4 PROFESSIONAL SERVICES:** Section 4, "Administration of the Contract", of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.
- 2.5 HAZARDOUS MATERIALS: Section 10 of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 Reserved.

- **3.1.3** The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Consultant, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.
- 3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS: In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Sections 3.1.4.1 through 3.1.4.4 but shall exercise customary precautions relating to the performance of the Work.
 - **3.1.4.1** Reports, surveys, drawings and tests concerning the conditions of the site.

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- 3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, earlier of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.
- **3.1.4.3** The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
- **3.1.4.4** Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
- **3.1.4.5** The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.
- **3.2 OWNER'S DESIGNATED REPRESENTATIVE**: The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in the City of Norman General Provisions Document, the Consultant does not have such authority.
- 3.3 CONSULTANT: The Owner shall retain a Consultant to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, requested by the Construction Manager which must necessarily be provided by the Consultant for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Consultant and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Consultant, from which compensation provisions may be deleted.
- 3.4 LEGAL REQUIREMENTS: The Owner shall determine and advise the Consultant and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

- **4.1 COMPENSATION:** For the services described in Sections 2.1 and 2.2, the Construction Manager's compensation shall be calculated as follows:
 - 4.1.1 Pre-Construction Services: (insert method and amount, use multiple entries if necessary):

Lump sum \$26,320 for eight months of Pre-Con. For each additional month, add \$3,290.00/month.

4.2 PAYMENTS: Payments shall be made monthly following presentation of the Construction Manager's invoice and shall be in proportion to services performed.

Payments are due and payable thirty (30) days from the date the Construction Manager's invoice is received by the Owner. Amounts unpaid after the date on which payment is due shall bear interest in accordance with Section 41.4b of Title 62 of the Oklahoma Statutes.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

- **5.1 COMPENSATION:** For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Construction Manager's Fee determined as follows:
 - 5.1.1 Construction Services: (insert method and amount, use multiple entries if necessary);

3.65% of the total Guaranteed Maximum Price

5.1.2 General Conditions (Reimbursable Costs): Refer to Attachment. (insert method and amount, use multiple entries if necessary): The Owner and Construction Manager have agreed to a "General Conditions" cost that shall be included in the Guaranteed Maximum Price as part of the Cost of the Work, and shall include all costs of Construction Manager's supervisory and administrative personnel including all associated costs of insurance, taxes, benefits, vehicle allowances, cell phones, radios, telecommunications, computers, software, other miscellaneous office costs, office trailer rental, office utilities, and any other costs required to maintain a construction office on-site for a monthly lump sum amount of **To be Determined in GMP Amendment** for the **To be Determined in GMP Amendment** month duration of the Project through Final Completion. The monthly lump s

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5.2 GUARANTEED MAXIMUM PRICE: The sum of the Cost of the Work, General Conditions, and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 CHANGES IN THE WORK

- **5.3.1** Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in the City of Norman General Provisions Document.
- **5.3.2** In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in the City of Norman General Provisions Document and the terms "costs" and "a reasonable allowance for overhead and profit" as used in the City of Norman General Provisions Document shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- **5.3.3** In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the City of Norman General Provisions Document shall mean the Cost of the Work as defined in Article 6 of this Agreement, and the term "and a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Section 5.1.1 of this Agreement.
- **5.3.4** If no specific provision is made in Section 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.
- **5.3.5** Prior to the beginning of the Construction Phase, all parties will agree to the percent markup for Overhead and Profit, to be implemented in the event there are changes to the work

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 LABOR COSTS

- **6.1.2.1** Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's written agreement, at off-site workshops.
- **6.1.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel are included in the General Conditions and shall not be charged separately as part of labor costs.
- **6.1.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work are included in the General Conditions and shall not be charged separately as part of labor costs.
- **6.1.2.4** Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.2.1 through 6.1.2.3.
- **6.1.3 SUBCONTRACT AND SELF-PERFORM COSTS:** Payments are due or made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts awarded pursuant to the Act and payments due to the Construction Manager for any self-performed portions of the Work.

6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

- **6.1.4.1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
- **6.1.4.2** Costs of materials described in the preceding Section 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

6.1.5.1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salva

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value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

6.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be one hundred percent (100%) of current edition of the "AED Green Book" standard rates for company owned equipment and actual charges for rented equipment from outside sources.

6.1.5.3 Costs of removal of debris from the site and its proper and legal disposal.

- **6.1.5.4** Reproduction costs within the Construction Manager's office on site, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office are included in the monthly General Conditions costs and shall not be charged separately as part of temporary facilities costs.
- **6.1.5.5** That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
- **6.1.5.6** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

6.1.6 MISCELLANEOUS COSTS

- **6.1.6.1** That portion directly attributable to this Contract of premiums for insurance and bonds at fixed rates agreed to by the Owner. Self-insurance for either the full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- **6.1.6.2** Sales, use or similar taxes imposed by a governmental authority which are related to any portion of the Work that is not subject to the Owner's tax status and for which the Construction Manager is liable.
- **6.1.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- **6.1.6.4** Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.8.2.
- **6.1.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of the City of Norman General Provisions Document or other provisions of the Contract Documents.
- **6.1.6.6** Data processing costs related to the Work.
- **6.1.6.7** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- **6.1.6.8** Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
- **6.1.7 OTHER COSTS:** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.
- **6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK:** The Cost of the Work shall also include costs described in Section 6.1.1 which are incurred by the Construction Manager:
 - **6.1.8.1** In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in the City of Norman General Provisions Document.
 - **6.1.8.2** In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.
- **6.1.9** The costs described in Sections 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of the City of Norman General Provisions Document.
- **6.1.10** Other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.
- 6.2 COSTS NOT TO BE REIMBURSED: The Cost of the Work shall not include:
 - **6.2.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Sections 6.1.2.2 and 6.1.2.3.
 - **6.2.2** Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Section 6.1.
 - 6.2.3 Overhead and general expenses, except as may be expressly included in Section 6.1.

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- 6.2.5 Rental costs of machinery and equipment, except as specifically provided in Section 6.1.5.2.
- **6.2.6** Except as provided in Section 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
- 6.2.7 Except as provided in Section 6.1.7, any cost not specifically and expressly described in Section 6.1.
- **6.2.8** Costs which would cause the Guaranteed Maximum Price to be exceeded, unless mutually agreed upon based on change in scope

6.3 DISCOUNTS, REBATES AND REFUNDS

- **6.3.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.
- **6.3.2** Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS AND AUDITS

- **6.4.1** The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.
- **6.4.2** 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 any contract with the Owner and subject to execution of a mutually acceptable non-disclosure agreement by the Construction Manager, the Owner and the Owner's auditors, the Construction Manager agrees any pertinent City, State, or Federal agency will have the right to examine and audit all records relevant to execution of the resultant 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. The Owner agrees that (i) lump sum amounts for General Conditions, lump sum amounts for self-perform work, Construction Manager's Lump Sum Price (if the Guaranteed Maximum Price is converted to a Lump Sum Price), subcontractor lump subcontract amounts, rates, multipliers and other fixed percentages and amounts it has agreed that the Construction Manager may charge as a Cost of the Work are subject to the Owner's audit rights only for the Owner to confirm that such lump sum amounts, rates, multipliers, percentages or amounts have been charged by the Construction Manager in accordance with the Contract Documents, and (ii) the composition of such rates, multipliers, percentages or amounts is not subject to audit by the Owner or the Owner's auditors.

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

- **7.1.1** Based upon Applications for Payment submitted to the Consultant and Owner by the Construction Manager and Certificates for Payment issued by the Consultant, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.
- **7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as a mutually agreed upon by all parties.
- 7.1.3 Provided an Application for Payment is received by the Consultant not later than the first (1st) day of a month, the Owner shall make payment to the Construction Manager not later than as required by state statutes. Amounts unpaid forty-five (45) days after the invoice date shall bear interest at a rate equal to the Wall Street Journal Prime Rate plus two percent (2%), not to exceed ten percent (10%) per annum.
- **7.1.4** Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Consultant or Owner may require. This schedule, unless objected to by the Consultant or the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

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- 7.1.5 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion. Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actual incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- 7.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - **7.1.6.1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in the City of Norman General Provisions Document even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - **7.1.6.2** Add that portion of the Lump Sum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - 7.1.6.3 Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - **7.1.6.4** Subtract the aggregate of previous payments made by the Owner.
 - **7.1.6.5** Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.
 - **7.1.6.6** Subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided in the City of Norman General Provisions Document.
- **7.1.7** Payments to Subcontractors shall be subject to retention in accordance with the City of Norman General Provisions Document, General Conditions of the Construction Contract. The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- 7.1.8 In taking action on the Construction Manager's Applications for Payment, the Consultant shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Consultant has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data, that the Consultant has made exhaustive or continuous on-site inspections or that the Consultant has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

7.2 FINAL PAYMENT

- 7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in the City of Norman General Provisions Document, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Consultant and approved by the Owner; such final payment shall be made by the Owner not more than 30 days after the issuance of the Consultant's final Certificate for Payment and the Owner's approval.
- 7.2.2 The amount of the final payment shall be calculated as follows:
 - **7.2.2.1** Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
 - **7.2.2.2** Subtract amounts, if any, for which the Consultant withholds, in whole or in part, a final Certificate for Payment as provided in the City of Norman General Provisions Document or other provisions of the Contract Documents.
 - **7.2.2.3** Subtract the aggregate of previous payments made by the Owner.
- 7.2.3 The Owner will review the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Consultant by the Construction Manager. Based upon such Cost of the Work as the Owner determines to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Consultant will, within seven days after the Owner's approval of the final Cost of the Work, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Consultant's reasons for withholding a certificate as provided in Section 9.5.1 of the City of Norman General Provisions Document. The time periods stated in this Section 7.2 supersede those stated in Section 9.4.1 of the City of Norman General Provisions Document.
- 7.2.4 If the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Consultant. All claims of any disputed amount shall be submitted in accordance with Section 4.4 of the City of Norman General Provisions Document, and shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Consultant's final Certificate for Payment. Failure to make such demand within this 60-day period s

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result in the substantiated amount reported by the Owner becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Consulta Certificate for Payment.

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7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2 (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

ARTICLE 8 INSURANCE AND BONDS

- 8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER: During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Section 11 of the City of Norman General Provisions Document. Such insurance shall be written for not less than the following limits, or greater if required by law:
 - 8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws.
 - 8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion. Collapse and Underground hazards):

Each Occurrence: \$300,000.00

General Aggregate: \$1,000,000 minimum

- 8.1.2.1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- 8.1.2.2 Builder's Risk Insurance
- 8.1.3 Automobile Liability (owned, non-owned and hired vehicles), \$50,000/\$100,000, for bodily injury and property damage.

8.2 BONDS

- 8.2.1 The Construction Manager shall furnish performance, statutory and maintenance bonds covering faithful performance of the Contract, payment of obligations arising thereunder and defective materials or workmanship. Bonds shall be included in the Cost of the Work. The amount of each bond shall be equal to One Hundred percent (100%) of the Contract Sum. The Owner may omit the requirement for bonds for the Construction Manager, but bonds would be required for all subcontracts to meet the requirements of Title 61.
- 8.2.2 The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION: During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in the City of Norman General Provisions Document.

9.2 OTHER PROVISIONS

- 9.2.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the City of Norman General Provisions Document, General Conditions of the Contract for Construction.
- 9.2.2 EXTENT OF CONTRACT: This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.
- 9.2.3 OWNERSHIP AND USE OF DOCUMENTS: Article 1.3 of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.
- 9.2.4 GOVERNING LAW: The Contract shall be governed by the laws of the State of Oklahoma.
 - The Construction Manager 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.
- 9.2.5 ASSIGNMENT: The Owner and Construction Manager 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. Except as provided in Section 13.2.1 of the City of Norman General Provisions Document, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

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10.1TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

- 10.1.1 Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Section 14.1.1 of the City of Norman General Provisions Document.
- 10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.1.
- 10.1.3 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.2, be paid an amount calculated as follows:
 - 10.1.3.1 Take the Cost of the Work incurred by the Construction Manager.
 - 10.1.3.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.
 - 10.1.3.3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner. for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No. ___ shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

- 10.2TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE: Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in the City of Norman General Provisions Document. attached.
 - 10.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.1.3 of the City of Norman General Provisions Document shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.
 - 10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.1.3 of the City of Norman General Provisions Document shall not exceed the amount the Construction Manager would have been entitled to receive under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.
 - 10.3 SUSPENSION: The Work may be suspended by the Owner as provided in Article 14 of the City of Norman General Provisions Document; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Section 14.3.2 of the City of Norman General Provisions Document except that the term "cost of performance of the Contract" in that Section shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1.1 and 5.3.4 of this Agreement.

ARTICLE 11 OTHER CONDITIONS AND SERVICES

11.10ther Documents, if any, forming part of the Contract Documents, are as follows:

Notice to Proceed/Work Order City of Norman General Provisions/Conditions Contract Documents for the Municipal Complex Renovation Project by the McKinney Partnership Tax Exempt and Owner Direct Pay Documents from the City of Norman

CITY OF NORMAN A121CMC PAGE 11 OF IN WITNESS WHEREOF, the Parties have executed this AGREEMENT in multiple copies on the respective dates herein below reflected to be effective on the date executed by the CITY.

City Attorney

DATED this th of April , 2021.

THE CITY OF NORMAN

("Owner")

By:

Breea Clark Mayor

ATTEST:

By:

Brenda Hall, City Clerk

Approved as to form and legality this 21 of April 2015.

Crossland Construction Company, Inc.

("Contractor"

By: law /com

Name: Aaron Stoops

Title: Vice President

ATTEST:

By: /sais)ello

Title: Comprate Secretary

Non-Collusion Affidavit

	The statement	below must be signed and	notarized before this	contract will become effective
STATE OF	Oklahoma)) ss	Project Name:	Senior Wellness Center
COUNTY OF	Cleveland)	Contract #:	K-2021-115

Ryan Rebsamen, of lawful age, being first duly sworn, on oath states, (S)he is the duly authorized agent of Crossland Construction Co, Inc., the Company under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value to government personnel in order to procure said Contract;.

(S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has been personally and directly involved in the proceedings leading to the procurement of said Contract: and

Neither the Company nor anyone subject to the Company's direction or control has paid, given or donated or agreed to pay, give or donate to any office or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring the Contract to which this statement is attached.

Crossland Construction Co, Inc., (Company Printed Name)

Subscribed and sworn to before me this day of April ,20 21

(Authorized Representative Signature)

Aaron Stoops
(Authorized Representative Printed Name)

Vice President
(Authorized Representative Printed Title)

Wy Commission Expires:

17008441

EXP. 09/08/21

Wy Commission #: 17008441

File Attachments for Item:

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$88,181.50 FOR A REVISED AMOUNT OF \$1,040,318.50 FOR THE ASPHALT PAVEMENT PROJECT, FYE 2022 LOCATIONS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$52,015.93.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$88,181.50 FOR A REVISED AMOUNT OF \$1,040,318.50 FOR THE ASPHALT PAVEMENT PROJECT, FYE 2022 LOCATIONS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF

\$52,015.93.

BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventative Maintenance. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City's current Pavement Management System. The following is the list of the FYE 2022 Asphalt Pavement project locations included in this project:

Sunset Addition

Iowa St. (N. Sherry Ave. / 1512 Iowa St.)

Classen-Miller Addition

- Classen Blvd. (Alameda St. / Enid St.)
- Classen Blvd. (Lindsey St. / S. 1700 Blk)

Parsons Addition

- Flood Ave. (Main St. / Symmes St.)
- Flood Ave. (Symmes St. / Boyd St.)

Oakridge Addition

Pickard Ave. (Elmwood Dr. / Lindsey St.)

Berkley Addition

Bishops Ct. (Astor Dr. / Cul-de-Sac)

Franklin Rd. (48th Ave NW / Interstate 35)

The roadways included in this project are located in established residential neighborhoods with one roadway located in a rural area. Enclosed please find a map of these locations. The current roadways are constructed of asphalt pavement. The asphalt pavement is in poor condition. This project involves rehabilitation of the existing pavement including milling, deep patching, overlaying with new asphalt, and crack sealing.

DISCUSSION:

Construction projects are awarded to the lowest responsible bidder. Contractor bids are determined using estimated plan quantities multiplied by the contractor's unit prices for all bid items of the contract. The total of all of these costs represents the contractor's bid. During construction, each quantity is verified in the field and the contractor is to be reimbursed based on the actual quantity of materials and/or labor used.

Of the twenty-eight (28) bid items, twenty-six (26) items had a quantity change. Three (3) quantity changes resulted in increased cost, while twenty-three (23) quantity changes resulted in decreased cost for an overall contract decrease of \$88,181.50 or 7.81%. The contract decreased from \$1,128,500 to \$1,040,318.50. Please see the attached Change Order No. 1 for a complete list of bid item cost increases and decreases.

The final payment amount owed to Silver Star Construction Company is \$52,015.93, which includes the full 5% retainage. This will be paid from Project BP0485, Account Number 50594401-46101.

RECOMMENDATION 1:

Staff recommends that Change Order No. 1 decreasing Contract K-2122-4 for the FYE 2022 Street Maintenance Bond - Asphalt Pavement with Silver Star Construction Company by \$88,181.50 from \$1,128,500.00 to \$1,040,318.50 be approved.

RECOMMENDATION 2:

Staff further recommends final acceptance of the FYE 2022 Street Maintenance Bond - Asphalt Pavement, Contract K-2122-4, and final payment to Silver Star Construction Company be approved in the amount of \$52,015.93.

CHANGE ORDER SUMMARY CITY OF NORMAN CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. __1 DATE: December 14, 2021

CONTRACT NO.: K-2122-4 SUBMITTED BY: Joseph Hill

PROJECT: FYE 2022 Street Maintenance Bond - Asphalt Pavement

CONTRACTOR: Silver Star Construction Company

2401 S. Broadway St Moore, Oklahoma 73160

Original Completion Date: March 21, 2022

Previous Completion Date: May 21, 2022 ORIGINAL CONTRACT AMOUNT \$ 1,128,500.00

(Increase) this change order <u>0 Calendar Days</u>

New Completion Date: October 21, 2021 PRESENT CONTRACT AMOUNT \$ 1,128,500.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$240,746.25	-\$328,927.75

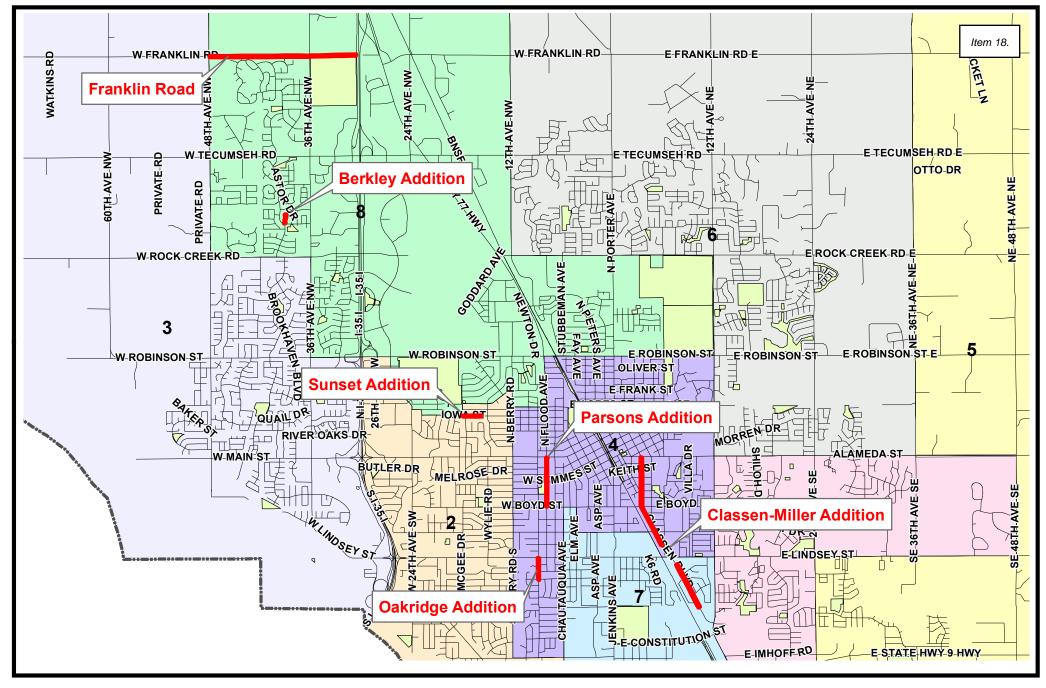
NET CHANGE -<u>\$88,181.50</u>

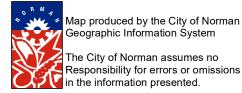
REVISED CONTRACT AMOUNT \$1,040,318.50

See Detailed Quantity Change on Page 2 of 2:

ITEM NO.	DESCRIPTION	UNIT	QUANTITY	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
3	Undercut (2)	C.Y.	1,550		-1,550.00		-\$21,700.00
4	Saw Cut Pavement Full Depth	L.F.	1,000		-1,000.00		-\$2,000.00
5	Remove Curb & Gutter (5)	L.F.	150		-150.00		-\$2,250.00
6	Type A ODOT Aggregate Base	TON	50		-50.00		-\$1,900.00
7	Repair Inlet Box and Adjust to Grade	EA.	2		-2.00		-\$6,880.00
8	Tack Coat (8)	GAL.	5,788	1,837.00		\$3,674.00	
9	Superpave, Type S3 (PG 64-22 OK) DEEP PATCH	TON	2,850		-2,217.00		-\$203,964.00
10	Superpave, Type S4 (PG 64-22 OK)	TON	6,000	2,326.00		\$181,428.00	
11	1.5 to 1.75 in. Edge Mill (5)	S.Y.	1,600		-1,173.00		-\$8,797.50
12	1.5 to 2.0 in. Full Mill (5)	S.Y.	35,000	15,245.00		\$55,644.25	
13	Rollover Curb & Gutter (1,4,9)	L.F.	50		-50.00		-\$2,750.00
14	6" Curb & Gutter (1,4,9)	L.F.	50		-50.00		-\$1,900.00
15	8" Curb & Gutter (1,4,9)	L.F.	50		-50.00		-\$1,900.00
16	Remove Sidewalk (5)	S.Y.	150		-150.00		-\$4,500.00
17	3000 PSI Concrete 4" Sidewalk (7,9)	S.Y.	100		-100.00		-\$7,500.00
18	3000 PSI Concrete Sidewalk Ramps (7,9)	S.Y.	50		-50.00		-\$11,250.00
19	Detectable Warning Surface	S.F.	32		-32.00		-\$448.00
20	Clean Topsoil	C.Y.	10		-10.00		-\$550.00
21	Repair Existing Sprinkler Head	EA.	6		-6.00		-\$150.00
22	Repair Existing Sprinkler Line	L.F.	75		-75.00		-\$1,218.75
23	Adjust Valve Box	EA.	10		-10.00		-\$6,250.00
24	Adjust Manhole Ring to Grade	EA.	10		-9.00		-\$9,000.00
25	Slab Sod (3)	S.Y.	20		-20.00		-\$100.00
26	3000 PSI High Early Strength Concrete 6" Pavement (S.Y.	120		-120.00		-\$6,600.00
27	Pavement Repair Membrane (14)	S.Y.	650		-539.00		-\$13,744.50
28	Water Service Line Adjustment	EA.	5		-5.00		-\$13,575.00
	·	<u> </u>		•	TOTALS	\$240,746.25	-\$328,927.75
					DIFFERENCE	-\$88,	181.50

CONTRACTOR:	DATE:
ENGINEER:	DATE:
CITY ATTORNEY:	DATE:
ACCEPTED BY:	DATE:
(Mayor)	





Overall Map





File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-26: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$120,066 FOR A REVISED CONTRACT AMOUNT OF \$312,486.50 FOR THE FYE 2022 24TH AVENUE N.W. SIDEWALK ACCESSIBILITY CONSTRUCTION PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Nate McNeely, Engineering Assistant

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER

NO. ONE TO CONTRACT K-2122-26: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$120,066 FOR A REVISED CONTRACT AMOUNT OF \$312,486.50 FOR THE FYE 2022 24TH AVENUE N.W. SIDEWALK ACCESSIBILITY CONSTRUCTION

PROJECT.

BACKGROUND:

The City of Norman ADA Transition Plan (June 2018) identifies sidewalk corridors out of compliance with the Americans with Disability Act (ADA) Guidelines. The ADA Transition Plan Program is funded annually via the Capital Sales Tax Fund, Sidewalk Accessibility, Construction (Account 50592206-46101; Project TC0038) to meet the medium and long-term goals of the Plan. On June 14, 2021, the City's ADA Citizen Advisory Committee recommended that this project be included in the City's fiscal year 2021-2022 (FYE 2022) Capital Improvement Program.

Over the past few years, the City addressed Main Street from 24th Avenue NW to Berry Road, north and south sides. A larger segment of the plan includes 24th Avenue NW/SW, from West Lindsey Street to West Robinson Street, east and west sides. Due to the scope and cost of the 24th Avenue segment of the ADA Transition Plan, the project was broken down into four phases to accommodate contractor availability and the City's annual budget allocation for the ADA Transition Plan. Accordingly, City staff developed and solicited bids for Phase I of the project; a sidewalk and ramp project along 24th Avenue NW from West Main Street to West Robinson Street, along the east side.

City Council approved Contract K-2122-26, Capital Improvement Project – 24th Avenue NW in the amount of \$192,420.50 to Parathon Construction LLC of Edmond, OK on August 24, 2021.

DISCUSSION:

After the contract was approved by City Council, the City's ADA Technician was able to make available additional funds from the Sidewalk Accessibility account to be used toward the ADA Transition Plan and suggested we utilize these funds to advance into Phase II of the project.

Construction for the original contract began on November 8, 2021. If approved Change Order No. 1 will authorize a seamless transition to Phase II, which was originally planned for FYE 2023. The contractor will complete the original requirements along the east side of 24th Avenue NW, and Change Order No. 1 will enable the continuation southward from Robinson Street down the west side of 24th Avenue NW to Boardwalk Street. Completion of Phase II, III & IV will be programmed in subsequent years, and includes the continuation on 24th Avenue SW to Lindsey Street on the east and west sides.

Change Order No. 1 reflects a 62.4% cost increase to the contract by expanding the project scope to get a "head start" on Phase II, versus waiting until FYE 2023. These costs are associated with existing line item quantities from the original contract, and does not add new items to the contract. The change order also adds 75 days to the existing contract establishing a new completion date no later than May 15, 2022. However, Staff anticipates this work will be complete late winter to early spring of 2022.

RECOMMENDATION:

Staff recommends approval of Change Order No. One to Contract K-2122-26 for the FYE 2022 24th Avenue N.W. Sidewalk Accessibility Construction Project increasing the cost by \$120,066 for a total price of \$312,486.50.

Funds for this Change Order are available in ADA Sidewalk Completion Audit/Repair (Account 50592206-46101; Project TC0038).

DATE: Monday, November 8, 2021

SUBMITTED BY: Nate McNeely

CHANGE ORDER SUMMARY CITY OF NORMAN CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. ____1

CONTRACT NO.: K-2122-26

PROJECT: FYE 2022 CAPITAL IMPROVEMENT PROJECT – 24TH AVENUE NW						
CONTRACTOR: Parathon Construction, LLC Address: PO Box 1287 City, State, Zip: Edmond OK 73083-1287						
Original Completion Date: March 1,	2022					
Previous Completion Date: March 1, 2	2022 ORIGINAL CONTR	ACT AMOUNT: \$192,420.50				
(Increase) this change order 75 Calenda	ır days					
New Completion Date: May 15, 2022 PRESENT CONTRACT AMOUNT: \$192,420.50						
DESCRIPTION	DECREASE	INCREASE				
See Attached "Change Order Detail"	\$0.00	\$120,066.00				
Note: This change order is based companew items.	pletely on the unit prices from	om the original contract. There are no				
	NET CHANGE: \$120,066.00					
REVI	SED CONTRACT AMOU	NT: \$312,486.50				
CONTRACTOR:	DATE:					
ARCH./ENGINEER:	_ DATE:					
CITY ATTORNEY:	DATE:					
ACCEPTED BY:DATE:						
(=-=)						

Page 2 of 3 pages

CHANGE ORDER DETAIL CHANGE ORDER NO. 3 City of Norman Cleveland Co., Oklahoma

Project Name: FYE 2022 CAPITAL IMPROVEMENT PROJECT – 24TH AVENUE NW

Design Engineer/Manager: Nate McNeely

Address/Phone: 201 WEST GRAY

NORMAN, OK 73070

405.366.5315

Project Account Number's: TC0038

Contract No. K-2122-26

- 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 re-advertising for bids on the incomplete portions of the contract.
- D. All change orders shall contain a unit price and total for each of the following items:
 - 1. All materials with cost per item; and
 - 2. Itemization of all labor with number of hours per operation and cost per hour; and
 - 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; and
 - 4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
 - 5. Profit for the contractor.
- E. 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.
- F. 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 D of this section.
- G. 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.

CHANGE ORDER NO. 1

PROJECT NAME: FYE 2022 CAPITAL IMPROVEMENT PROJECT – 24th AVENUE NW

Quantity Increases: All items below reflect existing line items on the original contract.

Item	Description	Unit	Unit Price	Quantity	То	tal Price
1	Unclassified Excavation Common	C.Y.	\$ 9.00	106	\$	954.00
3	Solid Slab Sodding	S.Y.	\$ 6.00	320	\$	1,920.00
7	Removal of Conc. Sidewalk	S.Y.	\$ 9.00	900	\$	8,100.00
8	Removal of 6" Conc. Pavement	S.Y.	\$ 10.00	550	\$	5,500.00
12	Sawing Pavement/Sidewalk	L.F.	\$ 1.50	1800	\$	2,700.00
13	4" Conc. Sidewalk	S.Y.	\$ 49.00	900	\$	44,100.00
16	6" Conc. (H.E.S. 3000 PSI)	S.Y.	\$ 53.00	530	\$	28,090.00
17	Sidewalk Ramps	S.Y.	\$ 98.00	134	\$	13,132.00
18	Detectable Warning Surface	S.F.	\$ 25.00	180	\$	4,500.00
21	Adjust valve boxes to grade	EA.	\$ 250.00	5	\$	1,250.00
22	Adjust meter boxes to grade	EA.	\$ 350.00	5	\$	1,750.00
23	Relocate water meter and box	EA,	\$ 2,500.00	1	\$	2,500.00
24	1/2" Joint Dowel	EA.	\$ 4.00	80	\$	320.00
26	Relocation of Irrigation System Piping	EA.	\$ 10.00	140	\$	1,400.00
27	Relocation of existing sprinkler head	EA.	\$ 100.00	4	\$	400.00
28	Installation of new sprinkler head	EA.	\$ 200.00	1	\$	200.00
30	Traffic Control	EA.	\$6,500.00	.5	\$	3,250.00
					\$ 12	20,066.00

Quantity Decreases: None

PROJECT NAME: FYE 2022 CAPITAL IMPROVEMENT PROJECT – 24th AVENUE NW

	Totals	
	Decrease	Increase
GRAND TOTAL	\$ 0.00	\$ 120,066.00





LOCATION MAP 24th Ave NW: Main St - Robinson St

K-2122-26 CIP 24th Avenue NW (Currently Under Construction)

- Repair by Replacement of all non-compliant (ADA) sidewalk, approaches and ramps (East Side)

(Proposed) Change Order #1 to K-2122-26

- Repair by Replacement of all non-compliant (ADA) sidewalk, approaches and ramps (West Side)

November 29

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-71: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CLEAN EARTH, L.L.C., TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF NORMAN'S PERMANENT HOUSEHOLD HAZARDOUS WASTE FACILITY



CITY OF NORMAN, OK STAFF REPORT

MEETING

11/30/2021

DATE:

REQUESTER: Michele Loudenback, Environmental and Sustainability Manager

PRESENTER: Chris Mattingly, Director of Utilities

TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

<u>POSTPONEMENT OF CONTRACT K-2122-71</u>: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CLEAN EARTH, L.L.C., TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF NORMAN'S PERMANENT

HOUSEHOLD HAZARDOUS WASTE FACILITY

BACKGROUND:

To provide for the disposal of household hazardous wastes (HHW) for the residents of Norman, the City conducted one-day collection events beginning in 1999 with the events held annually until 2019. The need for this service was evidenced by the average attendance of 1,268 cars and the average removal of 105,972 pounds of HHW per event.

To provide more efficient and effective service to our residents, Norman will open a new, permanent HHW facility. The new facility will provide a safe, year-round disposal option for our residents that is environmentally friendly. The previous annual collection events, allowed residents the ability to dispose of approved wastes they accumulated throughout the year; whereas, the new facility will allow residents to dispose of approved wastes throughout the year without having to accumulate them.

DISCUSSION:

Request for Proposal 2122-24, for Household Hazardous Waste Transportation and Disposal Services was issued on October 1, 2021, and closed on October 22, 2021. Two proposals were received. An evaluation team consisting of four staff members reviewed the proposals and included: Michele Loudenback, Jerry Gates, Bret Scovill and Nathan Madenwald. Clean Earth, L.L.C. was the unanimous selection for award as the best proposal.

Pricing for services such as training, transportation of waste and disposal is set annually by this Pricing Agreement. Funding for services under the contract will come from the Water Reclamation Fund, Other Business Services (Account 32955343-44199), as the services are

provided. For this new program, \$116,000 has been for FY 2022, and we consider this to be a conservative estimate. Next year, we will have much better data with which to plan.

RECOMMENDATION:

Staff recommends approval of Contract K-2122-71 with Clean Earth, L.L.C. for the City of Norman Household Hazardous Waste Facility Disposal Services Agreement.

City of Norman Household Hazardous Waste Facility Disposal Services Agreement

THIS AGREEMENT is entered into between The Norman Municipal Authority (OWNER) and Clean Earth, LLC, (CONTRACTOR) for the following reasons:

- 1. OWNER intends to open and run a permanent Household Hazardous Waste Facility to allow its residents a safe, convenient year-round option for disposal of their household hazardous waste (the Project); and,
- 2. OWNER requires certain professional services in connection with the Project (the Services); and,
- 3. CONTRACTOR is prepared to provide the Services.

In consideration of the promises contained in this Agreement, OWNER and CONTRACTOR agree as follows:

ARTICLE 1 -EFFECTIVE DATE		
The effective date of this Agreement shall be	_th day of	, 20

This CONTRACT shall be for a term of one year; however, the CONTRACT may be renewed for four (4) additional one-year periods, upon the consent of the parties.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma.

ARTICLE 3 - SCOPE OF SERVICES

CONTRACTOR shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 -TITLE AND LIABILITY

Title to and liability for waste materials shall pass from the OWNER to the CONTRACTOR once the loading operation onto the CONTRACTOR's vehicles has begun. Title and liability for said materials shall transfer from the CONTRACTOR to the destination location upon delivery and unloading of materials at the destination location. Title and liability for all materials, including but not limited to hazardous waste or hazardous materials, that are managed and/or disposed of by CONTRACTOR under this Agreement shall transfer to CONTRACTOR at the time said materials, including but not limited to hazardous waste or hazardous materials, are delivered into CONTRACTOR's possession.

During the term of this Agreement, OWNER may, from time to time, provide to CONTRACTOR certain prepackaged waste materials. Waste materials to be handled pursuant to this Agreement shall be agreed upon in advance in writing by CONTRACTOR and OWNER. At the time OWNER requests the Services of CONTRACTOR, OWNER shall provide a Waste Profile Sheet or similar document ("Waste Profile") to CONTRACTOR completely and accurately describing the waste materials and its (their) characteristics. Upon approval by CONTRACTOR, the Waste Profile shall be incorporated into and become a part of this Agreement.

Waste materials which are discovered to be non-conforming may be rejected by CONTRACTOR. Title, risk of loss and all other incidents of ownership to non-conforming wastes shall remain at all times with OWNER. Waste materials shall be considered non-conforming for purposes of this Agreement if: (1) the waste materials are not properly packaged or labeled; or (2) the waste materials contain constituents or have characteristics or properties not disclosed on the Waste Profile, and such constituents, characteristics or properties increase the cost to CONTRACTOR or increase the risk of hazard to human health or the environment from the handling, transportation, storage or disposal of such materials; or (3) the designated disposal facility is not designed or permitted to accept such constituents, characteristics or properties.

Waste materials discovered by CONTRACTOR to be non-conforming, if in CONTRACTOR's possession, shall be prepared for lawful transportation by CONTRACTOR and returned to OWNER within a reasonable time after rejection by CONTRACTOR, unless the parties agree to an alternative and lawful manner to dispose of the waste materials. OWNER shall pay CONTRACTOR at agreed rates for the handling, loading, preparing, transporting, storing and caring for and, if applicable, disposing of such non-conforming waste materials.

ARTICLE 5 - COMPENSATION

CONTRACTOR may submit a monthly invoice for services performed. OWNER shall pay CONTRACTOR in accordance with Attachment B, Pricing Agreement within 30 days of receipt of complete submittal. Complete submittal means that manifest(s) and certificate(s) of disposal have been received for each invoice. In the event of a dispute regarding an invoice, OWNER shall timely pay the undisputed amount and shall notify CONTRACTOR of the amount(s) in dispute and the basis of the dispute within the 30-day time period after receipt of complete submittal.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment C, OWNER'S Responsibilities.

ARTICLE 7 - WARRANTIES

- a) The same degree of care, skill, and diligence shall be exercised in the performance of the Services as is ordinarily possessed and exercised by a member of the same profession, currently practicing, under similar circumstances. No other warranty, express or implied, is included in this Agreement or in any drawing, specification, report, opinion, or other instrument of service, in any form or media, produced in connection with the Services.
- b) CONTRACTOR understands the currently known hazards and risks which are presented to human beings, property, and the environment in the handling, storage, treatment, processing, and disposal of the waste materials.
- c) CONTRACTOR is engaged in the business of transporting, recycling, and disposing waste materials, and has developed the requisite expertise for the handling and disposal of such.
- d) CONTRACTOR will transport, store, treat, recycle, and dispose of the waste material in full compliance with all valid and applicable statutes, ordinances, rules, and regulations of the federal state and local governments in whose jurisdictions such activities are performed under this agreement.

- e) Any disposal facility or facilities used for disposal will have permits, licenses, certificates, or approvals required by valid and applicable statutes, ordinances, rules, and regulations of the federal, state, and local governments in which the facility is located, necessary to allow such facility accept, and store, treat, process, and dispose of the involved waste materials.
- f) In the event that the disposal facility loses its permitted status, or is the subject of the action of a government agency which could reasonably result in the loss of its permitted status, during the term of this agreement, CONTRACTOR will promptly notify the CITY of such loss, or possible loss, of permitted status.
- g) CITY warrants that the Services to be provided under this Agreement will not violate any judicial or administrative order or any ruling of any governmental agency of which CITY had knowledge. CITY warrants that the description of the waste materials on the Waste Profile is accurate and complete; that waste materials to be transferred to CONTRACTOR will conform to such description; that containers of waste materials transferred to CONTRACTOR will be marked, labeled and otherwise conform with all applicable federal, state and local laws, regulations, by-laws or ordinances; that it holds clear title to all waste materials to be transferred hereunder; that it is under no legal restraints or order which would prohibit transfer to possession or title to such materials to CONTRACTOR for transportation and disposal; and that it has communicated and will communicate to CONTRACTOR during the term hereof those hazards known by the CITY to be associated with the handling, transportation, treatment, storage and disposal of the waste materials.

ARTICLE 8 - INDEMNIFICATION AND LIABILITY

The CONTRACTOR and the OWNER each hereby agree to defend, Indemnification. indemnify, and hold harmless the other party, its officers, servants, and employees, from and against any and all liability, loss, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees) caused by a negligent act, error, or omission of the indemnifying party in the performance of services under this Agreement. The CONTRACTOR 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 any such claims. In any and all claims asserted by any employee of the CONTRACTOR against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONTRACTOR or any of the CONTRACTOR'S employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONTRACTOR 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 the OWNER at common law.

<u>Survival.</u> The terms and conditions of this Article shall survive completion of the Services, or any termination of this Agreement.

ARTICLE 9 - INSURANCE

During the performance of the Services under this Agreement, CONTRACTOR shall maintain the following insurance:

(a) General Liability Insurance, with a limit of

- \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- (b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- (c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- (d) Professional Liability (errors and omissions) Insurance, with a limit of \$2,000,000 aggregate.

CONTRACTOR shall, upon written request, furnish OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to OWNER.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONTRACTOR shall not be responsible for (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the Project; (b) the failure of any contractor, subcontractor, vendor, or other Project participant, not under contract to CONTRACTOR, to fulfill contractual responsibilities to OWNER or to comply with federal, state, or local laws, regulations, and codes; or (c) procuring permits, certificates, and licenses required for any work unless such procurement responsibilities are specifically assigned to CONTRACTOR in Attachment A, Scope of Services. In the event the OWNER requests CONTRACTOR to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONTRACTOR for review at least 15 days prior to the requested date of execution. CONTRACTOR shall not be required to execute any certificates or documents that in any way would, in CONTRACTOR's sole judgment, (a) increase CONTRACTOR'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONTRACTOR having to certify, guarantee or warrant the existence of conditions whose existence CONTRACTOR cannot ascertain.

ARTICLE 11 - RECORDS

CONTRACTOR agrees that all final computations, exhibits, files, plans, correspondence, reports, drawings, designs, data and photographs expressly required to be prepared by CONTRACTOR as part of the scope of services ("documents and materials") shall be the exclusive property of OWNER and shall, upon completion of the services or termination of this Agreement, be delivered to OWNER.

At OWNER's request, OWNER shall be entitled to immediate possession of, and CONTRACTOR shall furnish to OWNER within ten days, all of the documents and materials. CONTRACTOR may retain copies of these documents and materials.

Any substantive modification of the documents and materials by OWNER staff or any use of the completed documents and materials for other OWNER projects, or any use of uncompleted documents and materials, without the written consent of CONTRACTOR, shall be at OWNER's sole risk and without liability or legal exposure to CONTRACTOR. OWNER agrees to hold CONTRACTOR harmless from all damages, claims, expenses and losses arising out of any reuse of the documents and materials for purposes other than those described in this Agreement, unless CONTRACTOR consents in writing to such reuse.

CONTRACTOR agrees that OWNER or its auditors shall have access to and the right to audit and reproduce any of CONTRACTOR's relevant records to ensure that OWNER is receiving all services to which OWNER is entitled under this Agreement or for other purposes relating to the Agreement. CONTRACTOR shall maintain and preserve all such records for a period of at least three years after the expiration of this Agreement, or until an audit has been completed and accepted by OWNER.

ARTICLE 12 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Any training materials designed and provided to Owner's staff by Contractor shall remain property of Owner. Any materials used to sort or system designed for Owner by Contractor to handle hazardous materials and recyclable items shall remain property of Owner. All items requested to be designed and provided to Owner by Contractor in the RFP and proposal for this project shall remain property of Owner upon delivery to Owner by Contractor.

ARTICLE 13 - TERMINATION AND SUSPENSION

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; provided, however, the nonperforming party shall have 30 calendar days from the receipt 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 thirty (30) calendar days' written notice to CONTRACTOR. CONTRACTOR shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONTRACTOR for all the Services performed to date. Upon restart of suspended Services, an equitable adjustment shall be made to CONTRACTOR'S compensation and the Project schedule.

ARTICLE 14 - DELAY IN PERFORMANCE

Neither OWNER nor CONTRACTOR shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; pandemic; war, riots, and other civil disturbances; strikes, lockouts, work slowdowns, and other labor disturbances; sabotage; judicial restraint; and delay in or 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 CONTRACTOR under this Agreement. CONTRACTOR shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances provided that, if the event in question continues for a continuous period in excess of ninety (90) days, OWNER shall be entitled to give notice in writing to CONTRACTOR to terminate this Agreement.

ARTICLE 15 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below: OWNER:

Michele Loudenback, R.P.E.S., CFM Environmental and Sustainability Manager City of Norman P.O. Box 370 Norman, OK 73070

CONTRACTOR:

Clean Earth, LLC.:

Contract Manager

933 First Avenue, Ste. 200

King of Prussia, PA 19406

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

ARTICLE 16- DISPUTES

In the event of a dispute between OWNER and CONTRACTOR arising out of or related to this Agreement, the aggrieved party shall notify the other party of the dispute within a reasonable time after such dispute arises. If the parties cannot thereafter resolve the dispute, each party shall nominate a senior officer of its management to meet to resolve the dispute by direct negotiation or mediation.

Should such negotiation or mediation fail to resolve the dispute, either party may pursue resolution in any Oklahoma court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 17 - FAIR EMPLOYMENT PRACTICES

CONTRACTOR agrees that all persons employed by CONTRACTOR shall be treated equally by CONTRACTOR without regard to or because of race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the sex, or any other status protected by law, and in compliance with all antidiscrimination laws of the United States of America, the State of Oklahoma, and OWNER.

CONTRACTOR agrees that, during the performance of this Agreement, CONTRACTOR and any other parties with whom CONTRACTOR may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

CONTRACTOR agrees to state in all of its solicitations or advertisements for applicants for employment that all qualified applicants shall receive consideration for employment without regard to their race, color, religion, ancestry, national origin, age, place of birth, disability, sex, sexual orientation, gender identity or expression, familial status, or marital status, including marriage to a person of the same sex, or any other status protected by law.

CONTRACTOR shall provide OWNER staff with access to and, upon request by OWNER, provide copies to OWNER of all of CONTRACTOR's records pertaining or relating to CONTRACTOR's employment practices, to the extent such records are not confidential or privileged under State or federal law.

ARTICLE 18 - WAIVER

A waiver by either OWNER or CONTRACTOR 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 19 - 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 it 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 20- INTEGRATION

This Agreement, including the RFP and Contractor's proposal along with Attachments A, B, and C are incorporated by this reference, represents the entire and integrated agreement between OWNER and CONTRACTOR. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or written, relating to the subject matter of this Agreement.

ARTICLE 21 - SUCCESSORS AND ASSIGNS

OWNER and CONTRACTOR each binds itself and its successors, executors, administrators, permitted assigns, legal representatives and, in the case of a partnership, its partners, to the other party to this Agreement and to the successors, executors, administrators, permitted assigns, legal representatives, and partners of such other party in respect to all provisions of this Agreement.

ARTICLE 22 - ASSIGNMENT

Neither OWNER nor CONTRACTOR shall assign any rights or duties under this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld; provided, however, CONTRACTOR may assign its rights to payment without OWNER'S consent. Unless otherwise stated in the written consent to an assignment, no assignment will release or discharge the assignor from any obligation under this Agreement. Nothing contained in this Article shall prevent CONTRACTOR from engaging independent CONTRACTORS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 23 – TIME OF ESSENCE

CONTRACTOR and OWNER agree that time is of the essence in regard to performance of any of the terms and conditions of this Agreement.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONTRACTOR. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONTRACTOR.

Limitation of Liability

IN NO EVENT SHALL CONTRACTOR BE LIABLE UNDER THIS AGREEMENT TO OWNER OR ANY THIRD PARTY FOR CONSEQUENTIAL, INDIRECT, INCIDENTAL, SPECIAL, LIQUIDATED, EXEMPLARY, PUNITIVE OR ENHANCED DAMAGES, LOST PROFITS OR REVENUES, OR DIMINUTION IN VALUE, ARISING OUT OF, RELATING TO, OR IN CONNECTION WITH ANY BREACH OF THIS AGREEMENT UNLESS BASED ON GROSS MISCONDUCT AND NEGLIGENCE.

IN WITNESS WHEREOF, OWNER and Clean Ear	rth, LLC. have executed this Agreement.
DATED thisth day of, 20	
The City of Norman (OWNER)	Clean Earth, LLC. (CONTRACTOR)
Signature	Signature Comments
Name	Name Jeffrey Diaz
Title	Title VP, Finance
Date	Date 12/2/2021
Attest:	Attest:
	Q-Other
City Clerk	President/Principal

	City of Norman Contract No. K-2122-71	Item 20.	
 '			

Approved as to form and legality this	day of	20
City Attorney		

City of Norman

Household Hazardous Waste Facility Disposal Services Agreement

Attachment A Scope of Services

Contractor shall perform the following:

- 1. Collect, package (containerize), sample, and label hazardous, special, and solid wastes.
- 2. Provide analyses of wastes for disposal as necessary, including Haz-Cat Field Analysis.
- 3. Train City staff on data collection and tracking, proper collection, analysis, categorization, packaging, sampling and labeling hazardous, special and solid wastes, as well as the equipment needed to process waste, including but not limited to personal protective equipment, aerosol can crusher, paint can crusher, and bulb crusher.

Item 20.

- 4. Provide in-person technical assistance at the HHW facility (on a schedule agreed upon by all parties) for the purpose of assisting City staff in building proficiency with facility operations and program administration, including but not limited to collection and tracking of appropriate data, proper collection, analysis, categorization, packaging, sampling and labeling hazardous, special and solid wastes, as well as the equipment needed to implement facility operation, such as PPE, aerosol can crusher, paint can crusher, and bulb crusher.
- 5. Train City staff to identify, prepare and label reusable items to be placed in the "Swap Shop" for residents to take home and use.
- 6. Disposal (including incineration, fuels blending, treatment, and landfilling) of hazardous and other regulated materials.
- 7. Provide the City with proper packaging guidelines, profile paperwork, ODOT shipping information and label(s) and all other associated paperwork for each category of waste.
- 8. Recycling and treatment of waste materials whenever feasible.
- 9. Respond to all City disposal requests within three (3) days of the written disposal request sent via facsimile or email.
- 10. Provide paperwork and documentation needed to complete waste shipments.
- 11. Provide City with fully executed copies of Waste Manifests and Certificates of Disposal with invoice submittal.
- 12. Maintain all necessary licenses and/or permits required under Federal, State and local laws and regulations. A current copy must be sent to the City with their Proposal and before any and all renewals.
- 13. Meet with OWNER to further determine program administration, detailed program planning, identification of tasks, and required schedule of accomplishment of program tasks. Tasks that can be performed by City personnel, with and without direction from CONTRACTOR's professional staff, must be identified.
- 14. Submit an annual report in a format mutually agreed upon by the Contractor and the Utilities Director, which summarizes the services provided and expenditures paid by the City. The report shall be sent to the City no later than thirty (30) days following the end of each City fiscal year (June 30). The City may also request reports to be submitted at other intervals throughout the year.

Contractor shall utilize the method of disposal/handling of wastes that is highest on the following waste management hierarchy as conditions dictate:

- a. Source Reduction (reuse);
- b. Recycle, retort;
- c. Energy Recovery (fuel blending);

- d. RCRA incineration;
- e. Land disposal.

City of Norman

Household Hazardous Waste Facility Disposal Services Agreement

Attachment B Pricing Agreement

The following is the pricing agreement for current transportation, processing, disposal, training and equipment costs. These costs may vary from year-to-year; however, any increase over the Consumer Price Index (CPI) will need to be approved by OWNER before contract renewal.

Waste Category	Handling/ Packaging	\$/Yard Box	\$/55 gallon	\$/30 gallon	\$/5 gallon	Other
Aerosols	IN – loosepack	\$500.00	\$175.00	\$125.00	\$50.00	
Alkaline Batteries	RC – loosepack		NA	\$325.00	\$50.00	\$0.75/jb
Alkaline			1		Ψ50.00	φυ. <i>τ</i> ο/ιυ
Batteries	LF – loosepack		\$70.00	\$60.00	\$50.00	

Item 20.

1				COL	maci no. K-2
RC – bulk		\$75.00		*****	
LF - loosepack	\$280.00	\$200.00	\$150.00	\$50.00	
IN – loosepack	**	\$180.00	\$130.00	\$50.00	
Treat – loosepack		\$180.00	\$130.00	\$50.00	
IN – loosepack	\$450.00	\$120.00	\$80.00	\$50.00	
FB – bulk	***********	\$60.00			
RC – loosepack			**********	-	\$0.70/lb
RC – loosepack	Are Min Min and side hide him they collectly pape	**********	****	Den silke skalp sele skilp yeke nyak silan syak sapa sapa	\$0.70/lb
RC – loosepack					\$0.70/lb
LF – bulk		\$70.00	******		
RC – bulk		\$200.00		*********	
RC - loosepack	\$280.00	\$100.00	\$7,500	25 yard	Roll Off
IN – loosepack		*****	NA	\$100.00	\$4.90/lb
RC – labpack	****		NA	\$250.00	\$50.00/lb
RC – loosepack	PV Ex	NA	\$350.00	\$50.00	\$1.00/lb
RC – loosepack	***********	NA	\$500.00	\$50.00	\$1.70/lb
FB - loosepack	\$350.00	\$130.00	\$8,750	25 yard	Roll Off
FB - Bulk		\$60.00	and and the life of the specific specif		
RC – loosepack	******	\$150.00	\$120.00	\$50.00	
IN - loosepack		\$395.00	\$345.00	\$100.00	
IN - loosepack		Cost+	15%		
IN – loosepack	\$500.00	\$225.00	\$140.00	\$75.00	
RC – palletize	7872582444	ally and part year high right right right and part high		***	\$10.00 Each
RC – loosepack				***********	\$14.00 Each
IN – labpack			\$200.00	\$75.00	\$2.50
RC – palletize		77777777			\$1.00/Lb
	LF – loosepack IN – loosepack Treat – loosepack IN – loosepack IN – loosepack FB – bulk RC – loosepack RC – loosepack LF – bulk RC – loosepack IN – loosepack IN – loosepack RC – loosepack FB – Bulk RC – loosepack IN – loosepack IN – loosepack IN – loosepack IN – loosepack RC – palletize RC – loosepack IN – loosepack	LF - loosepack \$280.00 IN - loosepack	LF - loosepack \$280.00 \$200.00 IN - loosepack \$180.00 Treat	LF - loosepack \$280.00 \$200.00 \$150.00 IN - loosepack	RC - bulk

Transportation

24' Box Truck with Lift Gate \$1,200.00
48' or 53' Trailer \$1,300.00

Roll Off Trailer \$1,450.00

Supply delivery if not with a waste shipment \$1,300.00

Mobilization

If Chemist/Technician is required for waste shipments
For training per person

\$300.00

Labor and Per Diem (Onsite for training or facility operations

Chemists \$60.00
Technicians \$50.00
Project Manager \$65.00
PPE per person \$25.00
Per Diem per person \$225.00

Supply Costs

55 gallon steel open top drum (Recon)	\$65.00
55 gallon steel closed top drum (Recon)	\$65.00
55 gallon fiber open top drum (New)	\$65.00
55 gallon poly open top drum (Recon)	\$50.00
30 gallon steel open top drum (New)	\$65.00
30 gallon fiber open top drrum (New)	\$65.00
30 gallon poly open top drum (New)	\$65.00
20 gallon poly open top drum (New)	\$65.00
5 gallon poly open top pail (NEW)	\$20.00
85 gallon steel overpack drum	\$195.00
85 gallon poly overpack drum	\$230.00
275 gallon Tote (Recon)	\$270.00
Cubic yard box with pallet and liner	\$65.00
4' Bulb Box	\$20.00
8' Bulb Box	\$30.00
Vermiculyte bag	\$40.00
oil dry bag	\$25.00
Pallets (40" x 48")	\$18.00
Shrink Wrap (4 rolls per case)	\$45.00
55 gallon drum liners (50 per roll)	\$85.00
pH strips (0 to 14) 6 pack	55
Manifest/labels/markings	NC
E Manifest Fee	25
44 6 5 6	

^{**} All rates must include all surcharges and additional fees such as E&I and fuel surcharge.

City of Norman

Household Hazardous Waste Facility Disposal Services Agreement

Attachment C Owner Responsibilities

The Contracting Entity shall perform the following tasks:

- 1. Designate one employee to serve as its primary contact with respect to the Services.
- 2. Respond promptly to any reasonable requests from Clean Earth for instructions, information, or approvals required by Clean Earth to provide the Services.
- 3. Implement practices learned from Contractor training relating to data collection and tracking, proper collection, analysis, categorization, packaging, sampling and labeling hazardous, special and solid wastes, as well as the equipment needed to process waste, including but not limited to personal protective equipment, aerosol can crusher, paint can crusher, and bulb crusher.
- 4. Provide all information known and collected regarding waste stream profile.
- 5. Provide safety data sheets (SDS) and process information as available on wastes for disposal.
- 6. Aid in the selection of disposal methods.
- 7. Provide support on regulatory information for manifest and shipping paper information.
- 8. Complete all necessary paperwork, as applicable, associated with the shipment of material to Contractor or as directed by Contractor.



CITY OF NORMAN NORMAN MUNICIPAL AUTHORITY CLEVELAND COUNTY, OKLAHOMA

REQUEST FOR PROPOSAL

Household Hazardous Waste Collection and Disposal Services FYE 2022

City of Norman 201 West Gray, Building C, 73069 Post Office Box 370 Norman, Oklahoma 73070

RFP-2122-24

Environmental and Sustainability

Manager

PUBLIC NOTICE

REQUEST FOR PROPOSAL

RFP NO. 2122-24

The City of Norman and/or Norman Municipal Authority, Oklahoma, is soliciting proposals from qualified contractor(s) for the City of Norman permanent Household Hazardous Waste Facility.

The goal of this project is to contract with one or more vendors to provide household hazardous waste collection and disposal services for the City of Norman's planned permanent Household Hazardous Waste Facility. Said services should include furnishing of all labor, materials, and equipment necessary for the analysis, lab-packing, transportation, disposal and recycling of aggregated household hazardous waste (HHW), as well as training for staff on collection and packing procedures.

Any correspondence, questions or requests for copies of the Request for Proposal can be directed to Michele Loudenback, R.P.E.S., CFM, Environmental and Sustainability Manager by phone at (405) 307-7130 or by email at michele.loudenback@normanok.gov.

Proposals must be received by the Utilities Department, Environmental Services Division, by 2:00 P.M., October 22, 2021, 201-C West Gray, (73071), P.O. Box 370, Norman, Oklahoma 73070.

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I. INTRODUCTION

A. Requesting Entity Information

The City of Norman and/or Norman Municipal Authority (collectively the NMA), with municipal offices located at 201 West Gray, P.O. Box 370, Norman, Oklahoma 73070, is the requesting entity.

B. Project Overview and Objective

The NMA is soliciting qualified contractor(s) to provide services for the recycling, treatment, storage, disposal and transportation of unusable Household Hazardous Wastes (HHW) collected and packaged at the City's new HHW Collection Facility located at 3803 Chautauqua Avenue, Norman, OK 73072. The proposed contract will be for a one-year term with the option to renew for four additional one-year terms. Qualified contractor(s) will possess the necessary experience, expertise, knowledge and ability to recycle, treat, dispose and/or transport HHW to an approved recycling center or a Resource Conservation and Recovery Act (RCRA) hazardous waste treatment, storage and/or disposal facility (TSDF). The selected contractor(s) will provide all expertise, training, materials, equipment and services required to fulfill all terms and conditions of the awarded contract(s).

The City would like to recycle as much waste as possible. Proposals containing cost effective recycling measures will receive special consideration from the City. The exact types and quantity of the waste to be collected are unknown. Quantities and types of wastes collected at the City's past annual collection events are provided in the RFP and should be considered by contractor(s) when developing proposals. Quantities are an average of each type collected during past collection events.

Qualified contractor(s) are invited to respond to this RFP and to provide the following services: recycling, treatment, storage, disposal and or transporting of HHW to approved recycling facilities and/or EPA, ODEQ, or other regulatory body-permitted TSDF(s). In addition, contractor(s) are responsible for all record keeping requirements as required by applicable regulations. These records must be submitted to the City in an acceptable format and timely manner. Contractor should include all equipment and services required to fulfill all terms and conditions of the awarded contract(s).

C. Funding

The NMA has appropriated funds for this project.

D. Method of Payment

The selected contractor(s) may submit a monthly invoice for each task effort(s) completed. The NMA will pay said invoices based on the unit prices bid. Payment for services will not be authorized until all manifest and certificates of disposal have been received and reviewed for each invoice.



E. Contract Term

The proposed contract will be for a one-year term with the option to renew for a maximum of five (5) one-year terms. Contractors should submit bids for one-year, two-year and three-year contract terms with a one-year renewal for a maximum of up to 5 years. The NMA seeks to evaluate any cost savings if longer term contracts are awarded.

II. CONTRACT REQUIREMENTS

Background and Scope

To provide for the disposal of HHW for the residents of Norman, the City conducted one-day collection events beginning in 1999 to 2019. The need for this service was evidenced by the average attendance of 1268 cars and the average removal of 105,972 pounds of HHW per event.

To provide more efficient and effective service to our residents, Norman will open a new, permanent HHW facility. The new facility will provide a safe, year-round disposal option for our residents that is environmentally friendly. The previous annual collection events, allowed residents the ability to dispose of approved wastes they accumulated throughout the year; whereas, the new facility will allow residents to dispose of approved wastes throughout the year without having to accumulate them.

There will be no guaranteed minimum work under the contract awarded. Bids will be evaluated not only for the rates the Contractor offers, but the quality of services bid, and the administrative processes employed.

The Services provided under this RFP include but are not limited to the following tasks:

- Collect, package (containerize), sample, and label hazardous, special, and solid wastes;
- Provide analyses of wastes for disposal as necessary, including Haz-Cat Field Analysis;
- Train City staff on data collection and tracking, proper collection, analysis, categorization, packaging, sampling and labeling hazardous, special and solid wastes, as well as the equipment needed to process waste, including but not limited to personal protective equipment, aerosol can crusher, paint can crusher, and bulb crusher;
- Provide in-person technical assistance at the HHW facility (on a schedule agreed upon by all parties) for the purpose of assisting City staff in building proficiency with facility operations and program administration, including but not limited to collection and tracking of appropriate data, proper collection, analysis, categorization, packaging, sampling and labeling hazardous, special and solid wastes, as well as the equipment needed to implement facility operation, such as PPE, aerosol can crusher, paint can crusher, and bulb crusher;
- Train City staff to identify, prepare and label reusable items to be placed in the "Swap Shop" for residents to take home and use;



- Provide a complete listing of storage, loading, transfer, transportation, and disposal services for wastes to disposal or recycling facilities which will be utilized (must be registered with all appropriate regulatory authorities, as required, including but not limited to US EPA, Oklahoma Department of Environmental Quality, Oklahoma Corporation Commission, and Oklahoma Department of Transportation). The facilities should list the location, contact, phone and Federal/State TSD Number of each facility. Permits for each of these facilities should be attached with other information;
- Disposal (including incineration, fuels blending, treatment, and landfilling) of hazardous and other regulated materials;
- Contractor(s) shall provide the City with proper packaging guidelines, profile paperwork, ODOT shipping information and label(s) and all other associated paperwork for each category of waste;
- Recycling and treatment of waste materials whenever feasible;
- Respond to all City disposal requests within three (3) days of the written disposal request sent via facsimile or email;
- Provide paperwork and documentation needed to complete waste shipments;
- Provide City with fully executed copies of Waste Manifests within 35 days of waste shipment;
- Provide City with Certificates of Disposal within 90 days of waste shipment, including methods of final treatment and disposal;
- Maintain all necessary licenses and/or permits required under Federal, State and local laws and regulations. A current copy must be sent to the City with their Proposal and before any and all renewals; and
- Submit an annual report in a format mutually agreed upon by the Contractor and the Utilities Director, which summarizes the services provided and expenditures paid by the City. The report shall be sent to the City no later than thirty (30) days following the end of each City fiscal year. The City may also request reports to be submitted at other intervals throughout the year.

NOTE: The City reserves the right to perform site visits, audits, and inspections of Contractor storage locations and equipment and of Subcontractor facilities utilized.

The following is a list of waste categories and average weight for the last five events (2015-2019) of collected wastes, and the contractor is encouraged to use this list to help them draft their proposal:

Waste Category	Average HHW Collected from 2015 to 2019 in Pounds Unless Otherwise Stated
Aerosols	3448
Alkaline Batteries	1108
Asbestos	8
Corrosives-acids	1110
Corrosives-bases	972
Flammables (s)	5250

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Waste Category	Average HHW Collected from 2015 to 2019 in Pounds Unless Otherwise Stated
Flammables (I)	3361
Fluor Bulbs (Compact)	298
Fluor Bulbs (straight)	693
HID Bulbs	13
Latex Paint	20948
Lithium Batteries	177
Mercury	30
Ni-Cad Batteries	137
Oil Base Paint	24798
Oil Filters	127
Oxidizers	839
Pesticides (s)	5213
Pesticides (I)	10906
Propane- Small/Camp*	111
Propane- BBQ	97
Reactives	44
Automotive batteries	591
Fire Extinguishers-	42

All proposals shall be based on the following waste management hierarchy:

- A. Source Reduction (reuse)
- B. Recycle, retort
- C. Energy Recovery (fuel blending)
- D. RCRA Incineration
- E. Land Disposal

In all circumstances, Contractor shall utilize the method which is highest on the hierarchy (e.g., Source Reduction, Recycle, retort, etc.) as conditions dictate.

Contractor must explain normal routings (including the use of storage facilities) when the waste leaves the collection site to the site of disposition.



Contractor shall ensure that materials for which Contractor accepts generator status shall be accepted for disposal at the final disposal site(s).

Contractor shall be, and shall remain, liable in accordance with applicable law for all damage to the City caused by Contractor's negligent performance of any of the services furnished pursuant to this agreement, except for errors, omissions, or other deficiencies to the extent solely attributable to the City.

Contractor will meet with City staff to further determine program administration, detailed program planning, identification of tasks, and required schedule of accomplishment of program tasks. Tasks that can be performed by City personnel, with and without direction from the Contractor's professional staff, must be identified.

The City will perform the following tasks:

- Provide safety data sheets (SDS) and process information as available on wastes for disposal;
- Aid in the selection of disposal methods; and,
- Provide support on regulatory information for manifest and shipping paper information.

USE OF PREFERRED WASTE DISPOSAL OPTIONS: Contractor must attach waste disposal methods for the following common types of waste expected to be collected at the Household Hazardous Waste Collection Facility:

 Acids/Corrosive 	25
-------------------------------------	----

- Brake Fluid
- Drain Cleaners
- Fertilizers
- Gasoline
- Glue/Adhesives
- Herbicides
- Home Cleaners
- Insecticides
- Mercury

- Nail Polish
- Pesticides
- Pharmaceuticals
- Poisons
- Pool Cleaners
- Solvents
- Stains
- Strippers
- Transmission Fluid
- Varnish

CODE COMPLIANCE: The work performed under these specifications shall meet or exceed the latest Code of Federal Regulations (CFR) and State Regulations for the Organized Collection of Household Hazardous Wastes with Hazardous Characteristics including 40 CFR Parts 261 and Title 252, Chapter 205, Subchapter 3, Section 2 of the Oklahoma Administrative Code.

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The disposal site(s) must be a licensed, Environmental Protection Agency (EPA) approved facility(ies). All hazardous wastes collected are RCRA exempt, however, the City expects the majority of waste collected to be treated, disposed and/or recycled at recycling facilities and/or appropriately permitted hazardous waste TSDF(s). Only RCRA Class C landfills are allowed for land disposal, if required. Additionally, Contractor should be a registered hazardous waste carrier or use an appropriately permitted and/or registered carrier subcontractor.

Contractor must provide Federal and State permits as an attachment to this bid for transportation and disposal, facility inspection plans and records, and comply with requirements of Title 252, Chapter 20 of Oklahoma Administrative Code and Code of Federal Regulation 40, and any other Federal, State, and Local regulations.

HEALTH AND SAFETY PROGRAM MANUALS: Contractor should attach a copy of their Corporate Health and Safety Program Manual.

LICENSES AND CERTIFICATES: Contractor shall procure all permits and licenses, pay all charges, costs, and fees, and give all notices necessary and incident to the due and lawful prosecution of the work. Contractor must attach a copy of the appropriate certifications, registrations, and licenses and related certificates (including Subcontractors) to the bid.

Contractor should include copies of the Company licenses and certificates from EPA, ODOT, ODEQ, etc., and provide copies of individual licenses and certificates upon request from the City.

LEGAL AND COMPLIANCE HISTORY: Contractor's legal and compliance history is a critical component of the Bid. Read this section with care and respond accordingly. Failure of the Contractor to provide all the information requested and to certify the report will result in the bid being declared non-responsive.

Contractor shall attach a written report of legal action brought against:

- Contractor:
- Contractor's officers
- □ Contractor's employees; AND/OR
- □ Contractor's proposed subcontractors
- Relating to the protection of the environment. The report shall include all legal action brought within the last **five (5) years.** The report shall detail the substance, status, and outcome of such legal action. This includes without limitation the names of the agency and/or persons bringing the action, all relevant dates, and all fines, judgments, and/or settlements. Include the following information of each case at a minimum:
 - Style of Case (X vs. Y)
 - Case Number
 - Court
 - Date of Disposition
- Settlement Information (as appropriate)
- Names/Addresses of all parties named
- Counsel List and phone numbers
- Judgment and Order of Judgment

"Legal Action" means: ANY enforcement action by the United States Environmental Protection Agency, the Occupational Safety and Health Administration, and any other federal or state agency,

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September 2021



commission or department, whether in Oklahoma or elsewhere, as a result of violations, real or alleged, of any laws, licenses, permits, judicial orders, or administrative orders, relating to the protection of the environment. In this context, enforcement action shall include without limitation, written warnings, notices of violation, consent orders or agreements, compliance orders, administrative hearings, and criminal prosecution. Legal action also means any civil litigation brought by any person relating to the protection of the environment.

"RELATING TO THE PROTECTION OF THE ENVIRONMENT" means: requirements pertaining to the manufacture, processing, distribution, use, handling, storage, transportation, reporting, records keeping, permitting, licensing, treatment, disposal, emission, discharge, spill, release, or threatened release of: hazardous materials, hazardous substances, hazardous wastes, toxic substances, petroleum, industrial waste, solid waste, pollutants, or contaminants into or onto the air, surface water, drinking water, groundwater, stormwater, publicly owned treatment works, or land.

COMPANY PROFILE AND LEVEL OF SUPPORT:

- a) Provide a description of your company listing company name, address, telephone number(s), and fax number(s) for the local office, as well as the headquarters. Include scope of operations and size of staff responsible for the specific service(s) bid. Additional preprinted documents such as an annual report may be attached, but attaching such a document does not constitute a complete answer to this item.
- b) Provide a copy of your current Statement of Qualifications. If subcontractors are to be utilized for services to be provided, current Statements of Qualifications for those companies must also be included.
- c) Contractor shall submit a brief résumé of each professional person who will be assigned to this contract. Identify key persons by name and title and describe the primary work assigned as well as the percentage of time each person will devote to this contract.
- d) Document Contractor's experience for sampling, lab-packing, transporting, and disposing of hazardous and regulated waste, emphasizing experience working for any municipality. If applicable, photographs, and schematic drawings should be included with a narrative description.
- e) Contractor shall submit a report that reflects the experience of the firm with the same nature and magnitude as that of the services to be provided. Such experience must be no more than five (5) years prior. The report shall include services and year(s) provided, contract amount, and the name, title, address, and phone number of a contact person who is familiar with the services rendered.

III. REQUEST CRITERIA

A. General Requirements



Proposals must be received by the Utilities Department, Environmental Services Division, by 2:00 P.M., October 22, 2021, 201-C West Gray (73071), P.O. Box 370, Norman, Oklahoma 73070.

A duly authorized official of the consultant/firm must sign the proposal. The proposal must be submitted in both hardcopy (5 copies) and electronic format (flash drive). No reimbursement will be made for any cost incurred in preparing the proposal or any cost prior to a formal award of contract.

B. Prohibited Interest

No member, officer or employee of the NMA, or member of its governing body during his or her tenure, or one (1) year thereafter, shall have any interest, direct or indirect, in any resultant contract or the proceeds thereof.

C. Insurance Requirements

The contractor will be responsible for obtaining insurance as required by the NMA and the State of Oklahoma and to protect and hold harmless all city employees and the NMA from liability in case of accident or injury to persons or property.

At a minimum, the following amounts of insurance are required during the life of the contract:

- 1. Adequate worker's compensation insurance coverage for consultant's/firm's employees as required by Oklahoma Workers Compensation Statutes;
- 2. Commercial general liability with a minimum of \$1,000,000 each occurrence; \$2,000,000 aggregate;
- 3. Comprehensive automobile liability with a minimum \$1,000,000 combined limit; and
- 4. Professional Liability (errors and omissions) insurance providing a minimum policy value of \$2,000,000 aggregate.

D. Proposal Content

The proposal shall be no larger than 30 pages total including all pages (covers, dividers, text, etc.). At a minimum, the proposal shall contain the following elements:

- 1. Transmittal letter;
- 2. Table of contents;
- Professional Qualifications, including applicable federal, state, or local licenses or permits;
- 4. Past Involvement with Similar Projects;
- 5. Fee proposal;
- 6. References; and
- 7. Evidence of insurance coverage.

Individuals named as key personnel shall be expected to perform or directly manage actual work on assigned tasks throughout the course of the contract.

IV. SELECTION PROCESS

A. Right to Reject



The NMA unequivocally reserves the rights to reject any or all proposals, to waive any informality or minor defect, and to award a contract, if any, in the best interest of the NMA without further explanation or liability to any party.

B. Criteria

The NMA will evaluate the proposals using the criteria and weighting within Table 1. A contractor's complaint and/or violation record with applicable federal, state, and local agencies may also be reviewed and factored into the proposal's overall score.

Table 1 – Selection Criteria and Weighting

Ranking Criteria	Possible Points
Proposal Services Content	30
Fee Structure	30
Qualifications and Experience	30
References	10
Total	100

C. RFP Review Process

The NMA will review proposals that meet the requirements herein and are received prior to the designated closing date. Contractors without adequate insurance, in minimum amounts set forth herein to protect the NMA's interests, may not be considered or evaluated.

Based upon the preceding criteria, a selection committee will review and rank all proposals through its own judgment and process. The highest ranked contractor(s) will then be selected but, at the discretion of the NMA, may be asked to make a brief presentation for further evaluation.

D. Proposed Schedule

The estimated schedule for this RFP, selection, and contract award are outlined in Table 2.

Table 2 – Estimated Schedule for RFP, Selection, and Contract Awards

Activity	Completion Date
Issue Request for Proposal	October 1, 2021
Proposal Due	October 22, 2021
Complete Interview(s) (if necessary)	October 29, 2021
Selection and Negotiation of Contract	November 5, 2021
Council Approval of Contract	November 23, 2021

E. Inquiries

If you have any questions regarding this RFP, please contact Michele Loudenback., R.P.E.S., CFM, Environmental and Sustainability Manager by phone at (405) 307-7130 or by email at michele.loudenback@normanok.gov.



October 19, 2021

CITY OF NORMAN

Attn: Michele Loudenback Environmental and Sustainability Manger 201-C West Gray, Building C Norman, OK 73069

Mrs. Loudenback,

Clean Earth, Inc submits this proposal in response to the Household Hazardous Waste Collection and Disposal Services RFP FYE 2022 to provide transportation, recycling, treatment, disposal, technical expertise, and reporting for all household hazardous wastes (HHW) collection activities. Clean Earth will maintain the necessary permits to handle all materials received at the Collection Facility. Clean Earth will utilize company owned transport vehicles and provide packaging assistance for all collected materials in compliance with Department of Transportation compatibility guidelines.

Clean Earth has the necessary personnel, equipment, facilities, and expertise to efficiently handle all materials as listed in the RFP. Clean Earth will work with the project manager to ensure proper handling and packing of all materials. Clean Earth will, at all times, use the proper methods and personal protective equipment to safely handle and treat all materials.

Clean Earth is aggressively growing its HHW clients. Clean Earth has reached this standing, while maintaining a competitive cost structure, without owning a single end disposal facility. Clean Earth does this by seeking alternatives to disposal for all materials, bulking compatible materials, and by having the ability to use numerous end disposal outlets and gaining the best price. Clean Earth also reduces the City's liability by having outstanding insurance coverages.

Please feel free to contact any of the references listed in the proposal regarding Kelby Neal's abilities to manage HHW Collection Programs. He has a proven track record with over 25 years in the industry. Kelby can be reached at (318) 557-7739 or by email at kneal@harsco.com.

Best Regards,

Kelby Neal

HHW Business Development Manager

Clean Earth Proposal for Household Hazardous Waste Collection and Disposal Services

FYE 2022

October 22, 2021

Technical Proposal Response



Submitted By: Clean Earth Kelby Neal, CHMM 334 South Warminster Road Hatboro, PA 19040

PROPRIETARY NOTICE

This submittal contains information that is proprietary to CEI. This information is made available to the company listed on the title sheet of this document solely for the purpose of evaluating this proposal. CEI requests that this information not be disclosed to any person outside the company listed on the title sheet of this document responsible for this evaluation. CEI requests that the information (technical or financial) contained herein not be reproduced, disclosed, or used without the prior written permission of CEI. Offer valid for 90 days from date on this cover.



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Company Profile and Level of Support

Clean Earth Environmental Solutions, Inc has prepared this proposal document in strict accordance to the City of Norman's Request for Proposal FYE2022.

Company Description

Founded in 1990 and headquartered in King of Prussia, PA, Clean Earth, Inc (CEI) generates more than \$211 million in annual revenue from servicing the major industry leaders throughout North America. With over 2,500 employees, located in more than 26 facilities across the country, CEI has operational size and geographic breadth to service all clients regardless of size or location. CEI assets, combined with our innovative, service-oriented management culture have elevated our organization to the industry leader in providing comprehensive environmental services to the Nation's leading organizations.

Clean Earth is one of the largest specialty waste companies in the United States providing remediation, disposal, recycling, and beneficial reuse solutions for contaminated soil, dredged material, and hazardous and non-hazardous waste. Our vast portfolio of technologies and services touches nearly every industry that generates waste including energy, infrastructure, commercial, industrial, retail, household hazardous waste, and healthcare markets.

It is our unique capability of providing a one-source, full-service solution to handle multiple waste streams from a single customer that separates us from the competition. Our processes are detailed, our due diligence is tireless, and our results provide unmatched recycling solutions for our customers with the utmost in customer service.

Everyday Clean Earth takes a hands-on, dedicated approach to recycling and beneficially reusing waste that would otherwise go into landfills. Allow our team of experts to provide a customized waste disposal and recycling solution for your company, tailored to your needs, and your goals.

Our Six Core Values: **Employee Care** We act ethically and in the interest of the We are committed to safe, appealing work customers we serve. We treat others with environments, market-competitive benefits dignity and respect, and value honesty above programs and investment in personal all else. development. Satisfy the Customer Respect We are engaged in the relentless pursuit of We respect all individuals and their CODE OF customer satisfaction by listening to their contributions, with zero tolerance for CONDUCT needs and consistently delivering value that discrimination or harassment. Our employees must have a safe, respectful workplace. exceeds their expectations. **Passion for Winning** We strive to create an environment We are passionate about winning through where all people are actively included. creating exceptional value for our employees, Our diverse global workforce is our customers and shareholders. Excellence is most valuable asset. not an act, but a habit.



Company Contact Information

Clean Earth Environmental Solutions, Inc (CEES) is a wholly owned division of Clean Earth, Inc headquartered at 933 First Avenue, Suite 200, King of Prussia, PA 19406. CEI's Corporate Office phone number is (717) 763-7064. This contract will be held by Clean Earth of Alabama, Inc (CEA), 402 Webster Chapel Road, Glencoe, AL 35905. The CEA contact information is (256) 492-8340. The local TSDF for this contract will be Clean Earth Environmental Solutions, Inc-Chemical Reclamation Services 402 Powell Street, Avalon, TX 76623. The CEES phone number is (972) 627-3224 and fax is (972) 627-3415.

Previous HHW Experience

The *HHW Services Group* is a distinct business line within CEES. It is responsible for all HHW, Conditionally Exempt Small Quantity Generator (CESQG) and Agricultural Pesticide management programs in the United States. These services are provided in close coordination with CEES's 7 permitted treatment and recycling facilities throughout North America.

As a full-service company, CEES provides management of household, small business and RCRA regulated wastes; consulting, remediation, transportation, engineering and lab services; as well as hazardous waste recycling, treatment, and processing. CEES places an especially strong emphasis on innovative recycling methods and alternatives to disposal. CEES's Household Hazardous Waste Program capabilities are highlighted below.

- Mobile Collection Events
- Permanent Facility Operations
- CESQG Programs
- Door-to-Door Collections
- Training

- Waste Management
- Electronics Collection & Recycling
- Transportation
- Program Planning
- Community Education/Outreach

In addition, CEES provides both RCRA and CERCLA regulated hazardous waste recycling, treatment and disposal services to many large and small industrial generators throughout the United States. CEES has invested extensive capital resources into hazardous waste recycling, treatment, and reduction capabilities within our permitted facilities. The core of our business is in hazardous waste recycling and treatment, not disposal. *Over 70 percent of all materials received in our plants undergo some level of reduction, recycling or treatment.*

As the following information will detail, CEES offers comprehensive, cost-competitive services for all services and waste streams identified by the City's collection history.

CEES has years of experience servicing a wide range of HHW programs including temporary collection events and fixed HHW facilities. CEES feels that there are 5 critical areas that make any HHW program successful. The 5 areas are:

- 1. Transportation, Treatment, and Disposal
- 2. Operations Staffing
- 3. Training of City Staff



4. Supply Purchase and Delivery

5. Technical Assistance

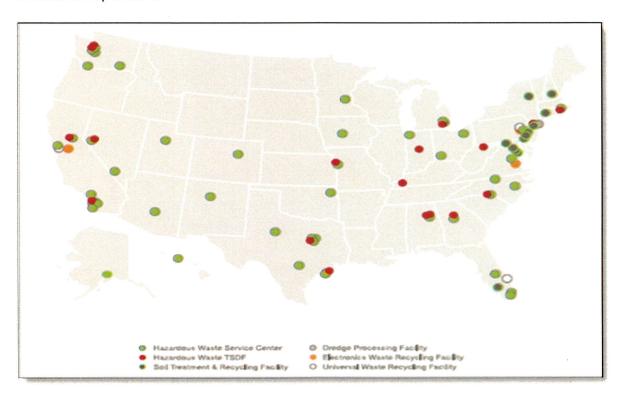
CEES has provided highlights to each of the 5 areas and how CEES can successfully fulfill each need.

- 1. Transportation, Treatment and Disposal Scheduled or milk run pick up of waste from fixed facility operations for treatment and disposal. CEES can direct all materials to the most appropriate treatment available. CEES will use our fleet of vehicles to make wastes pickups as required at each event or any of the fixed facilities.
- **2. Operations Staffing** Provide CEES HHW specialists to assist with the sorting, identification and packaging of waste during operation, or on a scheduled basis (if needed). CEES's HHW specialist will be available, whether by phone or site visit, to assist all of the City personnel with any questions that may arise from materials that are received.
- **3.** Training of City Staff Provide basic training on HHW hazards, waste sorting, packaging, paperwork requirements, and Health & Safety. More specific topics can also be covered including lab packing protocol, testing and identification of unlabeled waste and transportation requirements.
- **4. Supply Purchase and Delivery** CEES can provide all required supplies for start-up and on-going facility operation including drums, absorbents, labels, unloading carts, safety equipment and other miscellaneous supplies and equipment needed. CEES will coordinate the supply delivery with the materials pick up to keep the amount of stored supplies at adequate levels.
- 5. Technical Assistance For CEES customers, on-going questions and special requests can typically be handled over the phone by one of our HHW Specialists. As a CEES customer, we will support your operation with unlimited technical assistance as needed. As an additional service, CEES will prepare health/safety and operations plans in support of customer operations. All CEES HHW personnel are trained and have years of experience in all aspects of managing HHW programs. The following information provides some of the basic training and experience that each CEES HHW possesses:
 - All of our HHW personnel are either 24 or 40 hour OSHA trained.
 - Many of our HHW personnel are degreed chemists.
 - The minimum level of experience for CEES waste management personnel is two years.
 - CEES provides a single point of contact for the City to make pickup request, material handling inquiries and for any other need that might arise.
 - CEES lab pack technicians are trained in EPA and DOT regulations, specific packaging and transportation hazards, as well as basic first aid, and fire control, and the use of all personal protective equipment.



CEES provides a summary report of each event/pickup that details the types and amount of materials collected. This report also details the amount of materials managed by specific treatment technologies (i.e. fuel blend, incineration, and or recycle, etc.). Additionally, this report will identify any areas of concern or problems that may have occurred during the event. These reports are a valuable tool that can be used to help the City budget future activities.

CEES is a *service company* and work with all of our customers to ensure that their waste management program is customized to their specific needs, resulting in cost reductions and streamlined operations.



Qualification of Bidder and HHW References

We are confident that CEES has both the specific experience and corporate qualifications necessary to successfully service the City's HHW program. CEES strongly encourages you to contact the following references to confirm Mr. Neal's excellence in all aspects of HHW collection service and operation. All of the references listed below should satisfy this requirement.

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Description of Services

Contract Amount

Contract Start and End

Name of Contact Title of Contact

City of Austin Resource Recovery

Permanent Collection Center

~\$1,000,000

Clean Earth won this contract November 2019 for a 5 year contract.

Di lact.

Richard Avila

Austin Resource Recovery Supervisor

CEI Proposal

10/22/2021

1



Present Address City, State, Zip Code Telephone Number

2514 Business Center Drive Austin, TX 78744 (512) 974-4335

Company's Name

Description of Services Contract Amount Contract Start and End Name of Contact Title of Contact Present Address City, State, Zip Code Telephone Number

Okaloosa County Recycling

Permanent collection center and mobile collection events ~\$300,000 Clean Earth won this contract in 2019 for a 5 year contract. Jim Reece Recycling Program Manager 84 Ready Ave Fort Walton Beach, FL 32548 (850) 609-6168

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Description of Services
Contract Amount
Contract Start and End
Name of Contact

Dallas County Home Chemical Collection Center

\$1,300,000
Clean Earth has been providing services to the County since 2012. Then is was PSC that was acquired by Stericycle that was recently acquired by Clean Earth.
Earle Blakney
Program Manager
11234 Plano Road
Dallas, TX 75243
(214) 553-1765 x 6594

Permanent facility operations and mobile collection events

Company's Name

Title of Contact **Present Address** City, State, Zip Code Telephone Number

Description of Services
Contract Amount

Contract Start and End Name of Contact

Title of Contact Present Address City, State, Zip Code Telephone Number

Shreveport Green

Permanent collection center

collection event annually with up to 300 cars covering 3 sites
~\$60,000
Mr. Neal started this program years ago. Clean Earth has retained the business for several years.
Donna Curtis
Executive Director
3625 Southern Ave
Shreveport, LA 71104
(318) 219-1888

operations

mobile

Key Personnel

As a result of the close working relationship we develop with our customers, CEES understands the most important service any contractor can provide is the peace of mind that their program will run smoothly in every aspect. The most essential tools in providing this level of service are communication and trust. CEES has developed an organizational structure and management philosophy based on these parameters. The highlight of CEES HHW Services is the single

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point of contact structure. For this proposed effort, CEES would provide the City with a single point of contact, Kelby Neal, for all Collection Event related issues. Kelby can be contacted at his office at (318) 396-5584, on his cell at (318) 557-7739, or by email at kneal@harsco.com.

CEES will provide HHW Specialists and Technicians to assist with the unloading, sorting, identification and packaging of waste during the event operation. These employees are familiar with mobile collection events and other program activities such as material reuse programs, CESQG, and electronics recycling.

Project Management Approach: Single Point of Contact

CEES will provide the City with a *dedicated Project Manager*, Kelby Neal, as *a single point of contact* for all issues and concerns relating to the daily operations of the HHW program. All service requests may be directed to Kelby via cell phone or email. Supporting Kelby and the needs of the City will be CEES's HHW Service Team as described below. The City may contact CEES's management team at any time, if desired. The single point of contact structure allows the City to focus on the overall advancement of the program by minimizing the time spent on scheduling shipments, addressing routine operational issues, and seeking technical assistance.

CEES's HHW Services management team and project managers participate in both statewide and national level HHW/CESGQ conferences and information exchanges to stay abreast of changes in regulations and industry trends. Kelby Neal is an active member of a number of professional organizations such as the North American Hazardous Materials Management Association (NAHMMA), The Pesticide Stewardship Alliance, and the American Hazardous Materials Professionals (AHMP). Kelby is actually the current Vice President of NAHMMA.

As part of CEES's effort of continuous improvement, it is our policy to participate in a continual review process. This includes regular employee evaluations, program overview meetings with our clients, performance review surveys (completed by our clients), and vendor performance review. CEES strongly encourages regular meetings and communication with our clients to address any concerns, performance issues, and ideas for program improvements.

CEES's dedication to the success of your program and our tireless efforts of continuous improvement allows CEES to stand out among our competitors. As demonstrated throughout our lengthy involvement with HHW programs, we have a vested interest in the growth and development of our clients' individual programs.

HHW Personnel and Credentials

The following chart lists the key CEI personnel who will be available to service the City's HHW Program. We can also provide the training certificates upon request.

If awarded, we plan to have 1 to 4 staff on site to assist with the startup of the collection facility. Besides our key personnel, CEI has an additional 45 to 50 staff available to support the program if needed.



Name	Title	Years of Waste Experience	Education and Certifications
Kelby Neal	Account Manager	25	 Bachelor of Science (BS) in Toxicology, Minor in Chemistry Certified Hazardous Materials Manager (CHMM) 40-Hour OSHA Hazardous Waste Operations and Emergency Response (HAZWOPER) DOT 8-Hour CPR and First Aid
Richard Creed	HHW Program Manager	16	 40 Hour OSHA HAZWOPER DOT 8-Hour CPR and First Aid
Sarah Barber	Project Coordinator	5	 40 Hour OSHA HAZWOPER DOT 8-Hour CPR and First Aid
Hannah Barber	Environmental Technician II/ Chemist	5	 40 Hour OSHA HAZWOPER DOT 8-Hour CPR and First Aid
Charles Lawrence	Field Service Supervisor	7	 40-Hour OSHA HAZWOPER CDL B DOT 8-Hour CPR and First Aid
Shawn Davis	Field Service Supervisor	10	 40 Hour OSHA HAZWOPER CDL B DOT 8-Hour CPR and First Aid

Facility Staff Training

Clean Earth will designate one to four staff to assist the City with training their staff on site at the beginning of the contract. This service will be available for one to two weeks. Also, Kelby Neal or Richard Creed will be available via phone for questions about materials after the initial training period is over. We will also provide banners that can be posted on the walls of the collection facility listing the common materials that are received at HHW collection facilities and what the items hazard class is.



Waste Sorting

Once the wastes are brought into the receiving areas they will immediately be sorted by the Chemists and directed to the appropriate areas for packaging that include *Latex Paint*, *Oil Base Paint*, *Flammable Liquids*, *Automotive Liquids*, *Pesticides Liquids*, *Pesticides Solids*, *Aerosols*, *Fertilizers*, *Corrosives*, *Oxidizers*, and *Non-Hazardous Materials*. *Chemists* will oversee the packaging of all the collected materials.

Unknowns

When unknown/unlabeled containers are encountered these items will be directed to one of the onsite chemists. It is important for the unloaders to question the participant to possibly determine what the material is. If the participant does not know the chemist will complete a filed test to determine the hazards of the material. The test are pH, oxidizer, and flammability.

Material Packaging

All wastes will be packaged per DOT HM-181 guidelines. CEES recommends and prefers to package all materials as they are received. Storage and/or stockpiling of waste inside the packaging areas can create an unsafe work environment and can cause delays in closing up the site after the collection day. All staff packaging waste will be in the appropriate PPE as is determined by the site Health and Safety Plan.

The following table provides breaks down of how CEES packages different wastes and the type of recycling, treatment or disposal method used.

Waste Category	DOT Hazard Class	Packing Method	Treatment/ Disposal
Aerosols-flammable/pesticide	2.1	Loosepack	Fuel blend
Aerosols-spray foam insulation	2.1	Loosepack	Incinerate
Bulk flammable liquids (solvents, gasoline, etc.)	3	Bulk	Fuel blend
Paint related material (oil based paints, thinners, stains)	3	Bulk/ Loosepack	Fuel blend
Paint related material (tars, resins , adhesives, screw caps)	3	Loosepack	Fuel blend
Flammable liquids, toxic	3(6.1)	Bulk/Labp ack	Fuel Blend/Incinerate
Flammable solids	4.1	Labpack	Fuel blend/Incinerate
Spontaneously combustible	4.2	Labpack	Incinerate
Water reactive	4.3	Labpack	Incinerate
Oxidizing substances	5.1	Labpack	Treatment/Inciner ate
Organic peroxides	5.2	Labpack	Incinerate
Toxic (poisons)	6.1	Labpack	Incinerate
Toxic/flammable	6.1(3)	Labpack	Incinerate
Corrosives	8	Labpack	Treatment



Lead acid batteries	8	Palletized	Recycle
Household batteries	8	Loosepack	Recycle/Landfill
Environmentally hazardous substances	9	Labpack	Incinerate/Landfill
Latex paint-recyclable	Non- regulated	Bulk/Loose pack	Recycle/ Beneficial Reuse
Latex paint-non recyclable	Non- regulated	Bulk/ Loosepack	Waste to Energy
Automotive oil	Non- regulated	Bulk	Recycle/Fuel blend
Antifreeze	Non- regulated	Bulk	Recycle/Fuel Blend

Unacceptable Items

CEES is not permitted to accept the following items:

- TSCA regulated PCB's (shipped direct to the disposal facility)
- Radioactive Waste
- Infectious/ Biological Waste
- Regulated Dioxins
- Explosives

CEES will work with the City Environmental Manager to develop a plan for managing these items if they should be encountered. It is our experience that the local police and/ or fire department can be called upon to handle most explosives and the local health department or hospital can assist with or handle biological waste. Additionally, CEES maintains relationships with private companies that manage PCB, radioactive, and biological waste and can assist in arranging for appropriate handling of these items should they be encountered.

CEES will not let vehicles leave the site if they are carrying eminently dangerous unacceptable material in their vehicle that pose an immediate threat. The vehicle will be directed to a segregated area and the proper authorities contacted. CEES will secure the unacceptable materials as best as possible, store the material at a location that the City approves, and obtain a quotation for proper management and disposal.

In addition to the unacceptable items listed above, CEES will not accept business or suspected business waste at the collection event. Generally, business waste can be identified based on large quantities of materials or items that are not typical of household usage. If a participant delivers materials suspected to be business waste the site supervisor and the City Project Manager will be notified. The participant will be interviewed to determine the nature of the waste to determine if it is acceptable. If the material is determined to be acceptable, the participant will be asked to fill out and sign a Household Hazardous Waste Certification form for CEES's records. CEES can provide information for proper disposal to individuals attempting to deliver unacceptable business waste at the collection event.



Equipment List

CEES maintains various pieces of equipments to support the City in meeting their waste management efforts.

CEES Support Equipment				
6 – Diesel tractors	5 - Bulk tanker trailers			
6 – 24' Box trucks	20 – 48' to 53' Vans			

If additional equipment is required, due to unusual spikes in volumes, CEES will pull resources from one of our neighboring facilities to meet the demand. CEES operates thousands of pieces of equipment across North America and will dedicate the resources to the City project as needed.

Transportation and Disposal Facilities Lists

Clean Earth Environmental Solutions will use company owned transportation resources to service the HHW Program for the City.

CEES is a fully permitted TSDF and hazardous waste transporter located in Avalon, TX (south of Dallas). All materials collected and packaged by CEES at the City's HHW collection event shall be manifested and transported to the CEES facility. General information for the disposal facilities is listed in the table below.

Facility Address	EPA I.D. #	Phone #	Facility Description
Clean Earth Environmental Solutions 402 Powell Street Avalon, TX 76623	TXD046844700	972-627-3224 Johnny Busby, Plant Manager	RCRA Part B permitted Treatment, Storage and Disposal facility with a total storage capacity of 266,834 gallons (tanks and containers) 3,215 containers. This facility has the capabilities to solidify non-hazardous waste, fuel blending, bulk solid transfer, and shredding of pharmaceutical waste. Provides consolidation of both liquid and solid lab packs for treatment and incineration, consolidation of loose pack flammables, and bulking or consolidation of other wastes for further treatment or disposal.
Recycling Facility Address	EPA I.D. #	Phone #	Facility Description
Vision Paints, Inc. 2355 Decatur Ave Fort Worth, TX 76106	NA	(844) 947-2468 Jennifer Ray	Latex Paint Recycling
Amazon Environmental, Inc. 1732 Terrace Dr. Roseville, MN 55113	MNR000070920	(651) 636-5486	Latex Paint Recycling
Aaron Oil Company, Inc 11 N. Water Street Ste 14250	ALD983180233	(251) 479-1616 Facility Manager	Motor Oil and Antifreeze Recycling

CEI Proposal	10/22/2021	10
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Mobile, AL 36602				
LEI Hammond, Inc 46257 Morris Road Hammond, LA 70401	LA0000365668	(985) 345-4356 Facility Manager	PCB Ballasts, Mercury, Fluorescent Bulb, and battery Recycling	
Sanders Lead Company, Inc 100 Sanders Road Troy, AL 36081	ALD046481032	(334) 566-1563 Facility Manager	Lead Acid Battery Recycling	
Treatment Facility Address	EPA I.D.#	Phone #	Facility Description	
AES Asset Acquisition Corp. a Clean Earth Company 1689 Shar-Cal Road Calvert City, KY 42029	KYD985073196	(270) 395-0504 Facility Manager	RCRA Part B permitted transfer, storage, and disposal facility that accepts hazardous and non-hazardous waste. This facility performs chemical fixation (or stabilization) of RCRA hazardous waste, solidification of non-hazardous waste, fuel blending, and bulk solid transfer	
Fuel Blending Facility Address	EPA I.D.#	Phone #	Facility Description	
Greencastle WDF 3301 South County Rd 150 West Greencastle, IN 46135	IND006419212	(765) 653-9766 Facility Manager	Cement Kiln	
Lone Star Industries 2425 Sprigg Street Cape Girardeau, MO 63701	MOD981127319	(573) 335-2083 Facility Manager	Cement Kiln	
Geocycle, LLC 2175 Gardner Blvd Holly Hill, SC 29059	SCD003368891	(803) 496-1471 Facility Manager	Cement Kiln	
RCRA Incineration Facility Address	EPA I.D.#	Phone #	Facility Description	
Clean Harbors 309 American Circle El Dorado, AR 71602	ARD069748192	(870) 863-7173 Facility Manager	RCRA Incineration	
Heritage-WTI Inc. 1250 Saint George St East Liverpool, OH 43920	OHD980613541	(330) 385-7337 Facility Manager	RCRA Incineration	
Ross Incineration Services 36790 Giles Rd Grafton, OH 44044	OHD048415665	(440) 748-5800 Facility Manager	RCRA Incineration	
Landfill Facility Address	EPA I.D. #	Phone #	Facility Description	
US Ecology Texas, LP 3.5 mile South on Petronila Road Robstown, TX 78380	TXD069452340	(800) 242-3209	RCRA Landfill	
US Ecology Michigan Disposal	MID000724831	(800) 592-5489	RCRA Landfill	



Waste Treatment 49350 N. I-94 Service	-		
Drive			
Belleville, MI 48111		(%)	

Insurance

An example insurance certificate has been provided as Attachment "B".

Permits and Compliance History

Copies of the facility EPA permit, DOT permit and 5 year compliance history are in Attachment "C".

Advantages and Benefits of CEES Services

CEES offers many advantages and benefits to the City with our years of HHW experience, project management, maintain effective processing using the waste management hierarchy, technical expertise, and trained personnel. Some of the benefits that CEES can offer to the City participants are:

- Efficient packaging methods for various wastes
- Single point of contact, Project Manager (Kelby Neal)
- Additional layer of indemnification
 - CEES performs no end disposal onsite
 - CEES holds insurance coverage's equal to that of most end disposal facility

Efficient Packaging Methods

CEES packaging protocols focus on consolidation of material by hazard classification and final treatment. For example, CEES does not require the separation of inorganic and organic, liquid and solid acids. All acids are shipped under the same waste profile. This packaging protocol applies to alkaline material as well.

Many waste streams may be packaged by loose packing as opposed to labpacking. The term "loose packing" refers to packing chemicals in their original containers by placing them directly into a drum. Unlike a labpack drum, a loose pack drum does not require absorbent, has no spacing restriction, and does not require a written inventory. Paint cans are a typical example of a loose pack waste stream. The cans are sturdy, can be packed densely, are uniform in composition, and are by definition the original container. A loose pack drum typically contains a larger volume of waste than a loose pack drum. CEES will help the City consolidate the waste material to the fullest possible extent and utilize the most efficient shipping container.



Single Point of Contact

CEES feels that effective and streamlined communications are vital to a successful program for the City. CEES has dedicated Kelby Neal, CEES Contract Manager, to handle the day-to-day activities of the City's collection event. All routine requests and questions from both the City and CEES will go through Kelby. Kelby can be contacted at his office at (318) 396-5584, on his mobile at (318) 557-7739, or by email at kneal@harsco.com. This will provide the City the responsiveness required to keep communication lines open and get quick resolution to any questions or other issues that may arise. Although, it is difficult to put a dollar amount on the cost savings that this will provide the benefits will be seen from contract initiation to the end of the contract term.



Attachment "A" - Completed Cost Proposal

Company Name:

Clean Earth, Inc

Pricing Proposal

Transportation and Disposal

Cost Proposal/Disposal Method

Waste Category	Handling/ Packaging	\$/Yard Box	\$/55 gallon	\$/30 gallon	\$/5 gallon	Other
Aerosols	IN – loosepack	\$500.00	\$175.00	\$125.00	\$50.00	
Alkaline Batteries	RC – loosepack		NA	\$325.00	\$50.00	\$0.75 / Lb
Alkaline Batteries	LF – loosepack		\$70.00	\$60.00	\$50.00	
Antifreeze	RC – bulk		\$75.00			
Asbestos	LF – loosepack	\$280.00	\$200.00	\$150.00	\$50.00	
Corrosives	IN – loosepack		\$180.00	\$130.00	\$50.00	
Corrosives	Treat – loosepack		\$180.00	\$130.00		
Flammables	IN – loosepack	\$450.00	\$120.00	\$80.00 \$50.00		
Flammables	FB – bulk		\$60.00			
Fluor Bulbs (Compact)	RC – loosepack					\$ 0.70 /Lb
Fluor Bulbs (straight)	RC – loosepack					\$ 0.70 /Lb
HID Bulbs	RC – loosepack					\$ 0.70 /Lb
Latex Paint	LF – bulk		\$70.00			
Latex Paint	RC – bulk		\$200.00			
Latex Paint	RC – loosepack	\$280.00	\$100.00	\$ 7,50	00 25 Yard	Roll Off
Lithium Batteries	IN – loosepack			NA	\$100.00	\$4.90/Lb
Mercury	RC – labpack					\$50.00 /Lb
Ni-Cad Batteries	RC – loosepack		NA	\$350.00 \$50.00		\$1.00 / Lb
Non-PCB Ballasts	RC – loosepack		NA			\$1.70 / Lb
Oil Base Paint	FB - loosepack	\$350.00	\$130.00	\$ 8,750 25 Yard Roll Off		Roll Off
Oil Base Paint	FB - Bulk		\$60.00			
Oil Filters	RC – loosepack		\$150.00	\$120.00	\$120.00 \$50.00	
Oxidizers	IN – loosepack		\$395.00	\$345.00 \$100.00		
PCB Waste	IN – loosepack		Cost +	15%		
Poisons	IN – loosepack	\$500.00	\$225.00	\$140.00	\$75.00	
Propane- Small/Camp	RC – palletize					\$ 10.00 Each
Propane- BBQ	RC – loosepack					\$ 14.00 Each
Reactives	IN – labpack			\$200.00	\$75.00	\$2.50
Electronics	RC – palletize					\$ 1.00 /Lb

Transportation

24' Box Truck with Lift Gate \$1,200.00

48' or 53' Trailer \$1,300.00

Roll Off Trailer \$1,450.00

Supply delivery if not with a waste shipment \$1,300.00

Pick Up Truck for staff transportation \$65.00

Mobilization

(if a Chemist/Technician is required for waste shipments) \$300.00 For Training per person \$300.00

Labor and Per Diem

(Onsite for training or facility operations)

Chemists	\$60.00
Technicians	\$50.00
Project Manager	\$65.00
PPE per person	\$25.00
Per Diem per person	\$225.00

Supply Costs

cappi, cools	
55 gallon steel open top drum (Recon)	\$65.00
55 gallon steel closed top drum (Recon)	\$65.00
55 gallon fiber open top drum (New)	\$65.00
55 gallon poly open top drum (Recon)	\$50.00
30 gallon steel open top drum (New)	\$65.00
30 gallon fiber open top drrum (New)	\$65.00
30 gallon poly open top drum (New)	\$65.00
20 gallon poly open top drum (New)	\$65.00
5 gallon poly open top pail (NEW)	\$20.00
85 gallon steel overpack drum	\$195.00
85 gallon poly overpack drum	\$230.00
275 gallon Tote (Recon)	\$270.00
Cubic yard box with pallet and liner	\$65.00
4' Bulb Box	\$20.00
8' Bulb Box	\$30.00
Vermiculyte bag	\$40.00
oil dry bag	\$25.00
Pallets (40" x 48")	\$18.00
Shrink Wrap (4 rolls per case)	\$45.00
55 gallon drum liners (50 per roll)	\$85.00
pH strips (0 to 14) 6 pack	55
Manifest/labels/markings	NC
E Manifest Fee	25

^{**} All rates must include all surcharges and additional fees such as E&I and fuel surcharge.

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Attachment "B" - Example of CEI Insurance Certificate

CEI Proposal 10/22/2021 15



CERTIFICATE OF LIABILITY INSURANCE

Page Item 20. DATE (MN 07/23/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy/ies) must have ADDITIONAL INSURED provisions or be endorsed

If S	SUBROGATION IS WAIVED, subject s certificate does not confer rights to	to the te	rms and conditions of the	policy, certain p	olicies may i			
PROD	7.7.7.10		CO	ONTACT Willis T	owers Watso	on Certificate Center	2	
	is Towers Watson Northeast, Inc. 26 Century Blvd			HONE /C, No, Ext): 1-877				-467-2378
	Box 305191			MAIL DDRESS: certifi		s.com		
Nash	ville, TN 372305191 USA			INS	SURER(S) AFFOR	RDING COVERAGE		NAIC#
			IN	SURER A: Nation	al Union Fi	re Insurance Company	of P	19445
INSUF			IN	SURER B: Americ	an Guarante	ee and Liability Insu	rance	26247
	n Earth, LLC First Avenue, Ste. 200		IN	SURER C: AIU In	surance Com	npany		19399
King	Of Prussia, PA 19406		IN	SURER D: Allied	World Assu	rance Company US Inc	:	19489
			IN	SURER E: Lexing	ton Insurar	nce Company		19437
			IN	SURER F :				
COV	ERAGES CER	TIFICATE	E NUMBER: W21671553			REVISION NUMBER:		
INE CE EX	IS IS TO CERTIFY THAT THE POLICIES DICATED. NOTWITHSTANDING ANY RE RTIFICATE MAY BE ISSUED OR MAY F CLUSIONS AND CONDITIONS OF SUCH I	QUIREME PERTAIN, POLICIES.	NT, TERM OR CONDITION OF THE INSURANCE AFFORDED LIMITS SHOWN MAY HAVE BE	ANY CONTRACT BY THE POLICIE EN REDUCED BY	OR OTHER I S DESCRIBEI PAID CLAIMS.	DOCUMENT WITH RESPE TO HEREIN IS SUBJECT TO	CT TO	WHICH THIS
INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s	
	X COMMERCIAL GENERAL LIABILITY					EACH OCCURRENCE	\$	5,000,000
	CLAIMS-MADE X OCCUR					DAMAGE TO RENTED PREMISES (Ea occurrence)	\$	5,000,000
A						MED EXP (Any one person)	\$	100,000
			GL 6547157	06/30/2021	06/30/2022	DEDCONAL & ADVINUUDY	•	5.000.000

INSR LTR			ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMIT	s
	×	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	\$ 5,000,000
		CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 5,000,000
Α								MED EXP (Any one person)	\$ 100,000
					GL 6547157	06/30/2021	06/30/2022	PERSONAL & ADV INJURY	\$ 5,000,000
	GEN	L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	\$ 5,000,000
		POLICY PRO- JECT LOC						PRODUCTS - COMP/OP AGG	\$ 5,000,000
		OTHER:							\$
	AUT	OMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	\$ 5,000,000
	×	ANY AUTO						BODILY INJURY (Per person)	\$
A		OWNED SCHEDULED AUTOS AUTOS			AL 7030964	AL 7030964 06/30/2021		BODILY INJURY (Per accident)	\$
		HIRED NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	\$
									\$
В	×	UMBRELLA LIAB X OCCUR						EACH OCCURRENCE	\$ 10,000,000
		EXCESS LIAB CLAIMS-MADE			AUC 7364403-03	06/30/2021	06/30/2022	AGGREGATE	\$ 10,000,000
		DED X RETENTION \$ 0							\$
		KERS COMPENSATION EMPLOYERS' LIABILITY						X PER OTH-ER	
	ANYF	PROPRIETOR/PARTNER/EXECUTIVE TIN	N/A		WC 16393279	06/00/0001	06/00/0000	E.L. EACH ACCIDENT	\$ 3,000,000
	(Man	datory in NH)	11/ 6		WC 16393279	06/30/2021	06/30/2021 06/30/2022	E.L. DISEASE - EA EMPLOYEE	\$ 3,000,000
	DESC	i, describe under CRIPTION OF OPERATIONS below						E.L. DISEASE - POLICY LIMIT	\$ 3,000,000
D	Pro	fessional Liability			0312-3010	06/30/2021	06/30/2022	Per Incident	\$10,000,000
								Aggregate	\$10,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required) This Voids and Replaces Previously Issued Certificate Dated 07/01/2021 WITH ID: W21557472. SEE ATTACHED

CERTIFICATE HOLDER	CANCELLATION
	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE
Evidence of Insurance	CLL H. Billett.

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Attachment "C" - EPA Permit, DOT Permit, and 5 Year Compliance History

CEI Proposal 10/22/2021 16



Texas Commission on Environmental Quality Austin, Texas

Permit for Industrial Solid Waste Management Site issued under provisions of Texas Health and Safety Code ANN.

Chapter 361and Chapter 26 of the Texas Water Code Hazardous Waste Permit No. 50084 EPA ID. No. TXD046844700-1 ISWR No. 50084

This permit supersedes and replaces Hazardous Waste Permit No. 50084 Issued May 30, 2002

Name of Permittee:

Chemical Reclamation Services, LLC

405 Powell Street

P.O. Box 69

Avalon, Texas 76623

Site Owner:

Chemical Reclamation Services, LLC

405 Powell Street

P.O. Box 69

Avalon, Texas 76623

Classification of Site:

Hazardous and Nonhazardous industrial solid waste storage and processing, off-site, commercial facility.

The permittee is authorized to manage wastes in accordance with the limitations, requirements, and other conditions set forth herein. This permit is granted subject to the rules of the Commission and other Orders of the Commission, and laws of the State of Texas. This permit does not exempt the permittee from compliance with the Texas Clean Air Act. This permit will be valid until canceled, amended, modified or revoked by the Commission, except that the authorization to store and process of wastes shall expire midnight, ten (10) years after the date of renewal permit approval. This permit was originally issued on September 15, 1987. This permit/compliance plan was renewed on May 30, 2002.

All provisions in this permit stem from State and/or Federal authority. Those provisions marked with an asterisk (*) stem from Federal authority and will implement the applicable requirements of HSWA for which the Texas Commission on Environmental Quality has not been authorized.

Issued Date: September 17, 2013

or me Commission

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION PIPELINE AND HAZARDOUS MATERIALS SAFETY ADMINISTRATION



HAZARDOUS MATERIALS CERTIFICATE OF REGISTRATION FOR REGISTRATION YEAR(S) 2019-2022

Registrant:

CLEAN EARTH SPECIALTY WASTE SOLUTIONS INC

ATTN: Libby Engstrom

This certifies that the registrant is registered with the U.S. Department of Transportation as required by 49 CFR Part 107, Subpart G.

This certificate is issued under the authority of 49 U.S.C. 5108. It is unlawful to alter or falsify this document.

Reg. No: 052919550076BD Effective: July 1, 2019 Expires: June 30, 2022

HM Company ID: 78603

Record Keeping Requirements for the Registration Program

The following must be maintained at the principal place of business for a period of three years from the date of issuance of this Certificate of Registration:

- (1) A copy of the registration statement filed with PHMSA; and
- (2) This Certificate of Registration

Each person subject to the registration requirement must furnish that person's Certificate of Registration (or a copy) and all other records and information pertaining to the information contained in the registration statement to an authorized representative or special agent of the U. S. Department of Transportation upon request.

Each motor carrier (private or for-hire) and each vessel operator subject to the registration requirement must keep a copy of the current Certificate of Registration or another document bearing the registration number identified as the "U.S. DOT Hazmat Reg. No." in each truck and truck tractor or vessel (trailers and semi-trailers not included) used to transport hazardous materials subject to the registration requirement. The Certificate of Registration or document bearing the registration number must be made available, upon request, to enforcement personnel.

For information, contact the Hazardous Materials Registration Manager, PHH-52, Pipeline and Hazardous Materials Safety Administration, U.S. Department of Transportation, 1200 New Jersey Avenue, SE, Washington, DC 20590, telephone (202) 366-4109.

NOVs & AgencyVisits for Compliance Histories

Location Selection: Location(s) Reporting Period: 10/01/2016 to

rting Period	1: 10/01/2016 to 10/19,	rting Period: 10/01/2016 to 10/19/2021 based on Record Incident Date				
Date	Agency	Work Location Description	Resolution	NOV	NOV Consent Penalty	Penalty
					Order	Issued
10/05/2017	Fire Department US TX	Inspection by Ellis County Fire Marshal - Avalon TX TSDF Zero findings	Resolved – No Findings	z	o N	No
10/17/2017		TCEQ Compliance Evaluation Inspection Resolved – Avalon TX TSDF resulting in 3 minor findings. Unscheduled fire inspection. 2 findings that were both corrected while Fire	Resolved – No Findings	z	o N	No O
09/06/2018	09/06/2018 Fire Department	Marshal was onsite. An emergency light and an exit sign both needed new Avalon TX TSDF batteries. No NOV's and no fines.	Resolved - Dismissed Resolved -	z	o N	9 8
09/19/2018	US Dept of Agriculture (USDA APHIS) US TX	Avalon TX TSDF Texas Dept of Ag inspection. Zero NOV's	Corrective actions completed, no penalty assessed Open –	z	O _N	o N
02/26/2020	Commission of Environmental Qlty (TCEQ) US TX	TCEQ compliance inspection regarding Part B Permit, RCRA, LQG, Subpart Avalon TX TSDF BB/CC, and 10-day transfer.	Awaiting Agency Response	z	o Z	o Z
07/16/2020	Commission of Environmental Qlty (TCEQ)	Tier 2 compliance inspection. Zero Avalon TX \mid TSDF NOV's.		z	o N	Q
08/27/2020	08/27/2020 Fire Department	Annual Fire Inspection by Ellis County Avalon TX TSDF Fire Marshal resulting in zero NOV's.		z	o N	o N

Incident Level		=	_	_	=	_	_
Type	Local Agency Inspection	Environmental Agency Inspection	Local Agency Inspection	Other Agency	Environmental Agency Inspection	Environmental Agency Inspection	Local Agency Inspection
Case Status	CLOSED - (INFORMATIO N COMPLETE)						
Date	10/05/2017	10/17/2017	09/06/2018	09/19/2018	02/26/2020	07/16/2020	08/27/2020

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-72: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PARKHILL, SMITH, & COOPER, INC. D/B/A PARKHILL IN THE AMOUNT OF \$124,500 TO PROVIDE PROFESSIONAL SURVEYING AND DESIGN SERVICES FOR THE FISCAL YEAR ENDING (FYE) 2019 SEWER MAINTENANCE PROJECT.

Item 11



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-72: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PARKHILL, SMITH, & COOPER, INC. D/B/A PARKHILL IN THE AMOUNT OF \$124,500 TO PROVIDE PROFESSIONAL SURVEYING AND DESIGN SERVICES FOR THE FISCAL YEAR ENDING (FYE) 2019 SEWER

MAINTENANCE PROJECT.

BACKGROUND:

In 2001, the citizens of Norman approved a five dollar (\$5) per month Sewer Maintenance Rate providing for the systematic replacement of aged and deteriorating sewer lines throughout our system. The Fiscal Year Ending 2019 (FYE2019) Sewer Maintenance Project (SMP19) is rehabilitative in nature and includes replacement of up to 37,900 feet of sewer and about 164 manholes. Deteriorated pipe will be replaced primarily using trenchless methods such as pipe bursting or cast in place pipe, or open cut methods when required to correct pipe slope or alignment issues. The project area is generally bounded by Lindsey Street to the north, 24th Avenue SW to the west, Westbrooke Terrace to the south, and Berry Road to the east (map attached).

On October 22, 2019, City Council approved numerous on-call professional services contracts including surveying and engineering. Contract K-1920-61 was approved for Cardinal Engineering to provide engineering and other associated services. Subsequent to approval of this contract, Cardinal Engineering was acquired by Parkhill. This contract was assigned to Parkhill for future use. Additionally, Lemke Land Surveying was awarded Contract K-1920-55 for on-call surveying services and all survey work will be performed by their firm as a subcontractor under Parkhill.

DISCUSSION:

The Utilities Department has routinely utilized Lemke Land Surveying for surveying and drafting services associated with this work. To better expedite the design and bidding of SMP19, staff will utilize engineering from Parkhill. This plan will allow staff to work on other projects but still economically and efficiently design these improvements.

The on-call contract allows for task orders up to \$50,000. Since the cost for this work exceeds this amount, this separate contract is proposed for approval.

Funding for this surveying and engineering contract will be \$124,500 from Sewer Maintenance Program FYE19, Design (account 32193338-46201; project WW0321) which has an available balance of \$125,000.

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2122-72 in the amount of \$124,500 with Parkhill for surveying and engineering services associated with the FYE 2019 Sewer Maintenance Project.

AGREEMENT

FOR

ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Parkhill, Smith & Cooper, Inc dba "Parkhill" (ENGINEER);

WITNESSETH

WHEREAS, OWNER intends to design and bid the PROJECT consisting of sanitary sewer rehabilitation for Sewer Maintenance Project for Fiscal Year 2019 generally contained by Lindsey Street to the north, Highway 9 to the south, 24th Avenue SE to the west, and Berry Avenue to east;

WHEREAS, the PROJECT, will ensure that deteriorated sanitary sewers and manholes will be rehabilitated so that sewer service will be more reliably provided;

WHEREAS, engineering services (SERVICES) for the PROJECT are desired and include field survey, drafting, and preparation of detailed plans and specifications;

WHEREAS, ENGINEER is prepared to provide said SERVICES; and

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be	of this AGREEMENT shall be
-----------------------------------------------	----------------------------

ARTICLE 2 - COMPLETION DATE

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

ARTICLE 3 - GOVERNING LAW

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

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER 's SERVICES on the PROJECT. Such data may include record drawings, videos, video logs, and maintenance reports for the subject sanitary sewer lines. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. <u>Access to Facilities and Property:</u> OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES
- 6.3. <u>Timely Review:</u> OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. <u>Meetings and Workshops:</u> OWNER will participate in progress meetings and workshops with ENGINEER or contractor(s) defined in Attachment B, Scope of Services.

- 6.5. <u>Advertisements, Permits, and Access:</u> Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for ENGINEER 's SERVICES or PROJECT construction.
- 6.6. <u>Hazardous Substances</u>: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated. ENGINEER shall not assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 <u>General</u>. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. ENGINEER 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 ENGINEER in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees 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. ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 <u>Employee Claims</u>. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 <u>Consequential Damages</u>. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 <u>Survival</u>. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

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

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.
- 9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety 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 ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

OWNER may terminate or suspend performance of this AGREEMENT for OWNER's convenience upon written notice to ENGINEER. ENGINEER shall terminate or suspend performance of the SERVICES on a schedule acceptable to OWNER. If termination or suspension is for OWNER's convenience, OWNER shall pay ENGINEER for all the SERVICES performed to date, amount not to exceed the normal fee amount due for the SERVICES rendered

and termination or suspension expenses. Upon restart, an equitable adjustment shall be made to ENGINEER's compensation.

ARTICLE 14 - DELAY IN PERFORMANCE

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

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

ARTICLE 15 - COMMUNICATIONS

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

ENGINEER: Bill Swain, P.E.

Parkhill | Cardinal Engineering 3226 Bart Conner Drive Norman, OK 73072 BSwain@Parkhill.com

OWNER: Nathan Madenwald, P.E.

Norman Utilities Authority (NUA)

201-C West Gray P.O. Box 370 Norman OK 73070 (405) 366-5426

Nathan.Madenwald@normanok.gov

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

ARTICLE 16 - WAIVER

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

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 - INTEGRATION

This AGREEMENT represents the entire and integrated AGREEMENT between OWNER and ENGINEER. It supersedes all prior and contemporaneous communications, representations, and agreements, whether oral or

written, relating to the subject matter of this AGREEMENT. This AGREEMENT, including its attachments and schedules, may only be changed by a written amendment executed by both parties. The following attachments and schedules are hereby made a part of this AGREEMENT:

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

ARTICLE 19 - SUCCESSORS AND ASSIGNS

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

	WHEREOF, OWNER and ENGINEER ha		
DATED this _	day of	20	Brian Irlbeck
Parkhill, Sn	nith & Cooper, Inc – ENGINEER		
		ATTEST	
Ву:	Willin R Soven	_	Dalle
Printed Name:	William R. Swain, PE, PLS	_	Brian Irlbeck
Title:	Oklahoma Team Leader	_	Senior Vice President of Finance
Norman Utili	ties Authority- OWNER		
	as to form and legality this day of	f	, 20
			City Attorney
ADDDOVED I	handle Tarata a of the Name of Herrica And	026 0-2-	deviet.
20	by the Trustees of the Norman Utilities Aut	tnority this	_ day of,
		ATTEST	
Ву:		_	
Printed Name:	Breea Clark		Brenda Hall
		_	
Title:	Chairman		Secretary

ATTACHMENT A

SCHEDULE

ENGINEER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below:

Task	Jan 2022	Feb 2022	Mar 2022	Apr 2022	May 2022	Jun 2022	Jul 2022	Aug 2022	Sept 2022	Oct 2022	Oct 2023	Nov 2023
1												
2												
3												
4												
5												

ATTACHMENT B

SCOPE OF SERVICES

General Project Scope:

The Sewer Maintenance Project for Fiscal Year Ending 2019 work are shown on the attached figure provided by the City. The area includes 37,900 linear feet of sewer line, 164 manholes, and nine segments crossing arterial roadways (24th Avenue SW & Lindsey). The general scope of services will be to survey and provide plans, specifications, and estimates through the bidding of the Project. A minimal construction administration budget is also included currently assuming that the City will provide inspection services and the Construction Project Manager.

Task 1 – Preliminary Design

The Engineer will provide preliminary design services for the project including:

- A. Manhole elevation and flow line survey including photos;
- B. Review of sewer inspection data from Line Maintenance;
- C. Preparation of preliminary plans;
- D. Participate in review meeting with Owner.

Task 2 – Final Design

The Engineer will provide final design services including:

- A. Incorporate review comments from 65% plan review;
- B. Prepare construction plans, specifications, and supporting documents for the project; The final construction plans will include, but are not limited to:
 - 1. Professional engineer's sealed and signed title sheet
 - 2. Location map
 - 3. Estimated quantities and pay items
 - 4. General construction notes
 - 5. Construction quantity summary sheets
 - 6. Plan sheets (plan and profile sheets only required for open trench sections)
 - 7. Construction detail sheets
 - 8. Erosion control sheets
 - 9. Storm water management plan.
- C. Participate in review meeting for final plans;
- D. Incorporate final comments; and
- E. Issue final construction plans and specifications for Owner approval.

Task 3 – Bidding

The Engineer will provide bidding services for the project including the following:

- A. Distribute hard copy plans at cost and electronic plans at no cost to prospective bidders and maintain plan holder list:
- B. Participate in pre-bid meeting including preparation of agenda and minutes;
- C. Prepare modifications as necessary for addenda;

- D. Prepare Engineer's Estimate for the proposed project incorporating addenda;
- E. Review bids, prepare bid tabulation, and provide contract award recommendation; and
- F. Provide conformed contract documents in hardcopy (3 sets of 11x17) and in electronic (PDF) format.

Task 4 – Limited Construction Administration

The owner will provide the overall project management and on-site construction inspection for the duration of the project's construction. The Engineer will provide limited construction administration and assist the owner in monitoring the construction progress for the project as follows:

- A. Participate in a pre-construction meeting;
- B. Review and respond to all requests for information (RFI's);
- C. Review and approve monthly and final pay claims;
- D. Prepare change orders and/or contract amendments;
- E. Provide recommendation to accept upon completion of the work in accordance with the contract documents.

Task 5 – As-Built Drawings/Documents

Upon completion of construction and acceptance of the project by the owner, the Engineer will:

- A. Update the original construction plans to reflect the project's actual construction. The as-built plans will reflect the owner provided mark-ups that will be provided by the owner and/or contractor to the Engineer at the final inspection. All changes and deviations from the original construction plans will be highlighted in red ink in accordance with standard drafting practices.
- B. The Engineer will provide all as-built drawing files, in the most current AutoCAD format, as well as one (1) electronic copy (PDF file format) of the as-built plans and GIS layers for sanitary sewer lines and manholes.

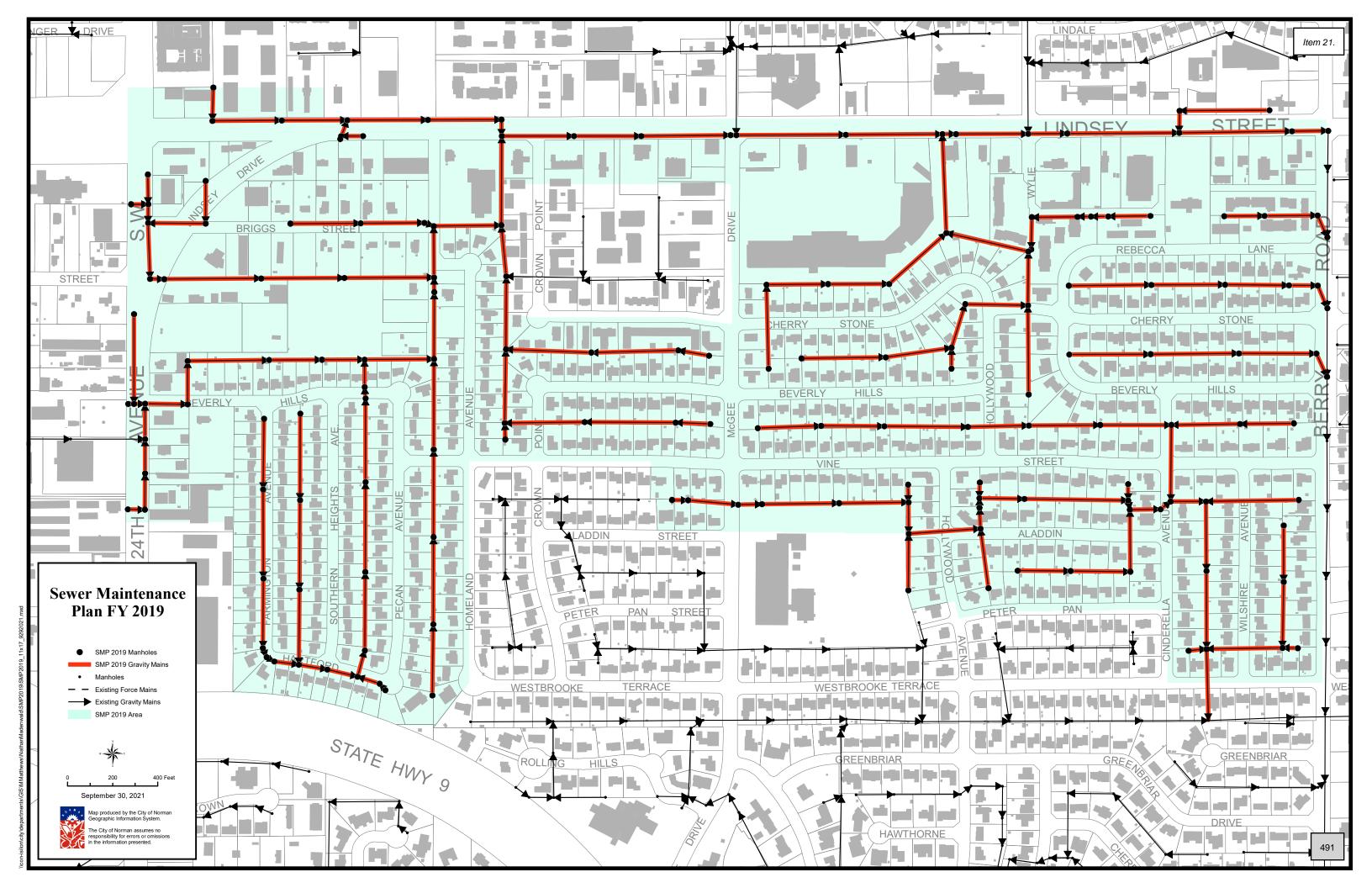
ATTACHMENT C

COMPENSATION

The OWNER will compensate the ENGINEER 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:

Task	Task Description	Total Fee Amount
1	Preliminary Engineering	\$64,500
2	Final Design	\$45,000
3	Bidding	\$5,000
4	Limited Construction Administration	\$5,000
5	As-Built Record Documents	\$5,000
	Total	\$124,500

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



File Attachments for Item:

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-73: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CAROLLO ENGINEERS IN THE AMOUNT OF \$73,661 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE CLARIFIER ONE AND TWO REHABILITATION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Rachel Croft

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF CONTRACT K-2122-73: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CAROLLO ENGINEERS IN THE AMOUNT OF \$73,661 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE CLARIFIER ONE AND TWO REHABILITATION PROJECT AND BUDGET

TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

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 deck plate, and re-painting the structure.

DISCUSSION:

Staff is wanting to get ahead of any possible failures to the clarifiers and their accompanying appurtenances by obtaining a condition assessment of both clarifiers 1 and 2 by Carollo Engineers, Inc. Carollo was hired for both Phase 1 and 2 upgrades to the Water Treatment Plant and are well versed in our treatment system. The project would entail 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.

Bidding documents for the rehabilitation of the clarifiers would not be completed under this work but could be added by future amendment once the required repairs are known.

Funding for this work will be from Water Projects, Miscellaneous, Design (account 31993395-46201; project WA0375) in the amount of \$73,661. Currently, there is only \$40,000 available in

this project account, but the decision was made to do a more thorough evaluation with testing after the budgeting process; therefore, it's recommended that \$40,000 be transferred from Water Distribution System, Construction (account (31993360-46101; project WA0195), which has an available balance of \$129,449.23. This will bring the total of Water Projects Miscellaneous, Design to \$80,000, which would provide sufficient funding for the recommended engineering services related to the project.

RECOMMENDATION:

Staff recommends awarding Contract K-2122-73 to Carollo Engineers in the amount of \$73,661 for engineering services associated with the Clarifier 1 and 2 Rehabilitation and authorize budget transfer of \$40,000 from Water Distribution System, Construction (31993360-46101; project WA0195) into Water Projects, Miscellaneous, Design (31993395-46201; project WA0375).



SUEZ WTS Services, USA INC.

4880 Cox Road, Suite 101 Glen Allen, VA 23060 tel: +1 804 756-7600

July 28, 2021

City of Norman
ATTN: Scott Aynes
WTP Supervisor
3000 E. Robinson
Norman, OK 73071
scott.aynes@normanok.gov

Cc: Greg Mahan (Suez); Jim Beer (Hartwell Environmental)

Re: Accelator Inspection (35_7985)

Dear Mr. Aynes:

I wanted to thank you and your team for allowing me visit your water treatment plant on July 15th.

The plant has four Softening Clarifiers, two of them provided by Suez (INFICLO) in 1965. These units are #16 IS, each with a design rate of 2,400 GPM. Lake Thunderbird is the source of your water, which is lime softened (to a pH of 10.3-10.5) along with ferric and polymer added. The plant switched from alum as the coagulant to ferric a couple of years ago. Plant treats the water from ~135 mg/l to ~75 mg/l as CaCO3.

According to the operators, the Accelators have operated well over the years. The steel structure was repainted many years ago. However, it appears that the switch from alum to ferric has increased the localized pitting and corrosion. In addition there were areas that we not repainted.

The IS Accelator that was in operation appeared to be operating smoothly although the grease fittings for the rollers have been removed.

One of the IS Accelators was drained to be inspected. The most important observation is that there were areas of pitting of the steel and severe corrosion. None of this has effected the performance yet, but will some time on the future. I could not find any leaks in the launders. The use of ferric as a coagulant will increase this deterioration rate. In my opinion, the launder and outer wall brackets are most need of repair (or replacement of the brackets).

You will need to get a structural person to determine if the steel can be effectively reprofiled and painted again.

The profile of the pinion is showing some wear on the drained unit. The angle brackets for the pinion were only primed. This area needs some surface prep and paint. There is some loose conduit allowing water into the conduit



itself.



The gap between the hood structure and circular deckplate appears to be between 0 to 3". Over time, the hood structure should have some compression which results in a clearance between $\frac{1}{2}$ " to 1". However, your clearance is much larger. Fixing this issue relates to making sure that the side rollers and the rack and track are aligned. When happens with this large opening is that excessive flow bypass the secondary mix zone.



The outboard end of the launder (especially the first 7-8 inches from the bottom of the trough are rusted and deteriorated. The same is true for the lauder support angles (especially the areas where the trough sits on the bracket.)





There is rusting in many places, especially at weld points. These have not started to leak, but will sometime in the future.

Underside of annular flume gussets and outer draft tube.



Where sheets are welded to a rafter and the scraper brackets to the rotating mechanism





Steel pitting in scraper truss



Turnbuckles severely corroded





Respectfully,

Robert Lake

Technical Direction and Business Development - Services

robert.lake@Suez.com

Robert S July

804-357-5168

AGREEMENT

FOR

ENGINEERING SERVICES

This AGREEMENT, between the Norman Utilities Authority (OWNER) and Carollo Engineers, Inc. (ENGINEER); WITNESSETH

WHEREAS, OWNER intends to rehabilitate clarifiers at the Water Treatment Plan to extend their usable life into the future (PROJECT);

WHEREAS, the OWNER intends to have an engineer conduct condition inspection, prepare technical memorandum, and provide budget estimate for the potential rehabilitation of clarifiers 1 and 2 at the Water Treatment Plant (SERVICES);

WHEREAS, ENGINEER is prepared to provide said SERVICES and detailed design services could be completed under a future contract amendment; and

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

ARTICLE 1 - EFFECTIVE DATE

THE CHOCKET GALE OF BIG ACTUALITY SHAILDE	The e	effective dat	te of this A	GREEMENT	shall be		
-------------------------------------------	-------	---------------	--------------	----------	----------	--	--

ARTICLE 2 - COMPLETION DATE

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

ARTICLE 3 - GOVERNING LAW

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

ARTICLE 4 - SERVICES TO BE PERFORMED BY ENGINEER

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

ARTICLE 5 - COMPENSATION

OWNER shall pay ENGINEER in accordance with Attachment C, Compensation.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

- 6.1. OWNER-Furnished Data: Upon request, OWNER will provide to ENGINEER all data in OWNER's possession relating to ENGINEER 's SERVICES on the PROJECT. Such data may include operations reports, record drawings, and equipment manuals for the WRF. ENGINEER will reasonably rely upon the accuracy, timeliness, and completeness of the information provided by OWNER. OWNER's data is provided for temporary use or copying by ENGINEER.
- 6.2. Access to Facilities and Property: OWNER will make its facilities accessible to ENGINEER as required for ENGINEER's performance of its SERVICES
- 6.3. <u>Timely Review:</u> OWNER will examine ENGINEER's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to ENGINEER in a timely manner.
- 6.4. <u>Meetings and Workshops:</u> OWNER will participate in progress meetings and workshops with ENGINEER or contractor(s) defined in Attachment B, Scope of Services.
- 6.5. <u>Advertisements, Permits, and Access:</u> Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal

- authorities; and land, easements, rights-of-way, and access necessary for ENGINEER 's SERVICES or PROJECT construction.
- 6.6. <u>Hazardous Substances</u>: If hazardous substances in any form are encountered or suspected, ENGINEER will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. ENGINEER will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated. ENGINEER shall not assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.

ARTICLE 7 - STANDARD OF CARE

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

ARTICLE 8 - LIABILITY AND INDEMNIFICATION

- 8.1 <u>General</u>. Having considered the potential liabilities that may exist during the performance of the SERVICES, the benefits of the PROJECT, ENGINEER's fee for the SERVICES and in consideration of the promises contained in this AGREEMENT, OWNER and ENGINEER agree to allocate and limit such liabilities in accordance with this Article.
- 8.2 Indemnification and Liability. ENGINEER 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 ENGINEER in the performance of services under this Agreement. OWNER agrees to indemnify, and hold harmless ENGINEER, its officers, servants, and employees, from and against legal liability for all claims, losses, damage, cost, and expense (including reasonable attorneys' fees and accountants' fees 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. ENGINEER and the OWNER each agree to promptly service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by ENGINEER shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to OWNER at common law.
- 8.3 <u>Employee Claims</u>. ENGINEER shall indemnify OWNER against legal liability for damages arising out of claims by ENGINEER's employees. OWNER shall indemnify ENGINEER against legal liability for damages arising out of claims by OWNER's employees.
- 8.4 <u>Consequential Damages</u>. To the fullest extent permitted by law, ENGINEER shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 <u>Survival</u>. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

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

- 9.1 Worker's compensation insurance for ENGINEER's employees as required by Oklahoma Workers Compensation Statutes.
- 9.2 Comprehensive general liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 per occurrence for property damage.
- 9.3 Comprehensive automobile liability insurance with a minimum of \$125,000 per accident for bodily injury or death and \$25,000 for property damage.
- 9.4 Professional Liability (errors and omissions) insurance with a minimum policy value of \$1,000,000.

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

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

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

ENGINEER shall not be responsible for: (1) construction means, methods, techniques, sequences, procedures or safety 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 ENGINEER, to fulfill contractual responsibilities to the OWNER or to comply with federal, state or local laws, regulations, and codes; or (3) procuring permits, certificates and licenses required for any construction unless such responsibilities are specifically assigned to ENGINEER in Attachment B, Scope of Services.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

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

ARTICLE 12 - REUSE OF DOCUMENTS

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

ARTICLE 13 - TERMINATION

This AGREEMENT may be terminated by either party upon written notice in the event of substantial failure by the other party to perform in accordance with the terms of this AGREEMENT. The non-performing party shall have fifteen (15) calendar days from the date of the termination notice to cure or to submit a plan for cure acceptable to the other party.

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

ARTICLE 14 - DELAY IN PERFORMANCE

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

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

ARTICLE 15 - COMMUNICATIONS

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

ENGINEER: Tom Crowley, Vice President

Carollo Engineers, Inc.

211 N Robinson, Ste. 1300 North Tower

Oklahoma City, OK 73102

816-326-6714

TCrowley@carollo.com

OWNER: Rachel Croft

Norman Utilities Authority (NUA)

201-C West Gray P.O. Box 370 Norman OK 73070 405-217-7778

Rachel.Croft@normanok.gov

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

ARTICLE 16 - WAIVER

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

ARTICLE 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 - INTEGRATION

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

Attachment A – Schedule

Attachment B - Scope of Services

Attachment C – Compensation

ARTICLE 19 - SUCCESSORS AND ASSIGNS

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

IN WITNESS	S WHEREOF, OWNER and ENGINEER have day of		
Carollo En	gineers, Inc. – ENGINEER		
		ATTEST	
Ву:	Thoma O. Crowd, P.E.		Rebecca Poole
Printed Name:	Thomas O. Crowley, PE	e.	Rebbecca Poole, PE
Title:	Vice President	ž.	Associate Vice President
	as to form and legality this day of by the Trustees of the Norman Utilities Auth	Tecen	City Attorney
		ATTEST	
Ву:	S		
Printed Name:	Breea Clark		Brenda Hall
Title:	Chairman		Secretary

ATTACHMENT A CITY OF NORMAN CLARIFIER 1 AND 2 REHABILITATION SCHEDULE

SCHEDULE

ENGINEER shall begin work under this Agreement within ten (10) days of a Notice to Proceed and shall complete the work in accordance with the schedule below.

The estimated project duration is 12 weeks from Notice to Proceed for the Basic Services. This includes providing an estimated budgetary price by February 28, 2022 in draft form. If additional services are deemed necessary, a revised schedule will be prepared.

Milestone	Task Weeks	Total Weeks from NTP
Notice to Proceed	0	0
Kickoff Meeting	2	2
Task 2 Prepare Draft TM with Est. Budetary cost	6	8
NUA review of Draft TM	2	10
Prepare Final Technical Memorandum	2	12

ATTACHMENT B CITY OF NORMAN CLARIFIER 1 AND 2 REHABILITATION SCOPE OF SERVICES

EXECUTIVE SUMMARY

The City of Norman/Norman Utilities Authority (NUA) [Owner] currently owns and operates the Norman WTP located at 3000 East Robinson Street. The WTP currently has four (4) solids contact clarifiers which are employed to lime soften the raw water from Lake Thunderbird. Clarifiers No.1 and No. 2 are "Accelator" reactor/clarifiers which were manufactured by Infilco Degremont (IDI) as part of the original water plant construction in 1964. The Accelator technology license and manufacturing technology is currently owned by Suez Water Technologies and Solutions (Suez). Clarifier No. 1 and No. 2 are currently rated at 3.0 MGD each and are utilized to "trim" the water production rate when operated in concert with the larger clarifiers (No. 3 and No 4) and are essential for plant flowrate control. In 2012, as part of the Phase I improvements, the clarifier turbine and rake drive were powered from the new electrical room installed in the existing lime storage and feed building. In 2020, as part of the Phase II improvements, the lime feed to the reactor clarifiers was upgraded to include these clarifiers as part of the lime feed loop.

The clarifiers were rehabilitated in the early 2000's and, at the time, there was some question as if there was sufficient metal remaining to allow a subsequent full rehabilitation (SP-10 near white metal blast and high solids epoxy coating) of the clarifiers. A recent visual inspection conducted by Suez indicated that the clarifiers could be rehabilitated, however, this inspection did not include metal thickness testing.

The Owner would like to conduct a condition evaluation of the clarifiers No. 1 and No. 2 to determine the total costs required to provide a reliable capacity from the clarifiers for the next 20-40 years. The NUA would like to determine the total costs prior to their budgeting for the following calendar year. Therefore, NUA has requested Carollo Engineers, Inc. (Engineer) to conduct a condition assessment of the existing clarifiers and determine the costs for either rehabilitation or replacement of the clarifiers prior to February 28, 2022. The project shall include the following tasks:

- 1. Conduct a condition assessment of the clarifiers to determine if rehabilitation or replacement of the mechanism is required.
- 2. Prepare a brief technical memorandum detailing the results of the condition assessment which includes a cost opinion for the recommended action for clarifiers No. 1 and No. 2.
- Prepare plans and specifications for the construction of the recommended action for Clarifiers No. 1 and No.
 2.
- 4. Assist the NUA with bidding of the recommended clarifier improvements.
- 5. Perform construction administration services as specified herein.
- 6. Perform construction inspection services as specified herein.
- Include the costs of replacing catwalks for Clarifiers No. 1 and No. 2 to match catwalks on Clarifiers No. 3 and No. 4

DETAILED SCOPE OF SERVICES BASIC SERVICES

Task 1 Project Delivery and Communication

General

Engineer will provide project delivery services necessary for the administration of the combined Task 1 of the Project, including efforts required for proper resource allocation, schedule development and monitoring, budget review and control, client correspondence and coordination, internal quality assurance/quality control (QA/QC) activities and other project administrative and customary activities required for timely completion of the work. Engineer will prepare and submit invoices in a form that is acceptable to the NUA.

Deliverables

Major Deliverables associated with Task 1 are as follows:

- 1. Monthly Progress Reports
- 2. Monthly Updates to Action/Decision Logs
- 3. Meeting Minutes and Agendas

Task 1.1 - Monthly Progress Status Reports

Prepare and submit to NUA monthly project progress status reports for Task 1 services that identify.

- 1. The work that has been performed in the period.
- 2. Work activities anticipated in the next month.
- 3. Action items required of the Trust for an efficient and effective delivery of Engineer's services.
- 4. Potential project scope variances with corrective actions suggested by Engineer.
- A general assessment of Engineer's ability to meet project schedule milestones, including identification of any delays beyond its control, and an estimate of the work percent completion for each task series in the Scope of Services based on earned value of the work completed.

A short narrative will be provided describing the work activities performed for each task within a given task series. NUA will provide direction to Engineer in a timely manner with respect to each variance discussed in each monthly progress status report. The monthly progress status report will be submitted to the NUA with each monthly invoice.

Throughout the duration of the project, Engineer will prepare and update the action and decision logs to keep a record of action and decision items needed, when these were completed, and the goals and results of these actions and decisions. These will be updated monthly and included with the monthly progress reports.

Task 1.2 - Project Meetings and Workshops - General

Engineer will conduct periodic progress status meetings with NUA during the performance of all tasks. The purpose of these meetings will be to:

1. Update the team on project status, progress achieved, budget and schedule status/concerns and potential deviations from the Scope of Services and corrective actions.

Discuss project issues, coordinate work activities and review work activities planned for the upcoming
period. These progress meetings will be in addition to other work product review meetings or workshops
with Trust as identified herein. Engineer will prepare an agenda for each meeting. Within fourteen (14)
calendar days after meeting, Engineer will prepare and distribute meeting minutes.

Task 1.3 - Project Meetings and Workshops - Specific

Engineer will conduct special project meetings and workshops at key milestones in the project including project initiation and site evaluation.

Subtask 1.3.1 - Review of Draft TM

Engineer will conduct a workshop to review the evaluation of the rehabilitation/replacement for Clarifier No. 1 and No. 2.

Task 2 Prepare Draft and Final Technical Memorandum

General

Engineer will conduct a detailed condition assessment of clarifier No. 1 and No. 2 which will involve ultrasonic testing of key structural members, and visual inspection of the dewatered clarifier.

Assumptions:

- 1. No more than fifteen (15) ultrasonic thickness tests will be conducted on each clarifier.
- 2. Coatings will be sampled for lead content in no more than five (5) locations at each clarifier. The coating sample locations will be repaired by SSPC-SP1 with 100% high solids epoxy repair coating.
- Visual inspection of Clarifier No. 1 and No. 2 will be conducted in one visit. NUA will be responsible for draining and cleaning clarifiers prior to scheduled visit. Engineer shall provide at least 2 weeks' notification for NUA to drain/clean clarifiers prior to conducting the site visits.
- 4. Visual inspection of clarifier No. 1 and No. 2 will include non-destructive hammer testing of the existing concrete to determine if additional services for destructive testing will need to be employed to further determine suitability of concrete for continued 20 years of service life anticipated from new equipment. If destructive techniques are employed to analyze the clarifier structural condition, the areas damaged by these techniques will be repaired immediately following sample collection.
- 5. Shop drawings of the existing clarifiers will be provided by NUA (as available).

Task 2.1 - Conduct Condition Assessment of Clarifier No. 1 and No. 2

Subtask 2.1.1 - Conduct Visual Inspection of Clarifier No. 1 and No. 2

Engineer will conduct a visual inspection of the reactor clarifier to document current condition of the reactor clarifier structural members, clarifier mechanical operation, and clarifier coating. It is assumed that NUA will drain and clean clarifier prior to Engineer's visit as long as sufficient notice is provided as specified herein.

The visual inspection will also include non-destructive testing of the concrete consisting the use of a rebound hammer to test surface hardness and determine areas of concern for additional testing (see additional Services).

Subtask 2.1.2 - Conduct Ultrasonic Thickness Testing of Clarifier No. 1 and No. 2

Utilizing the existing shop drawings and results of the visual assessment, Engineer will coordinate with Suez Technologies to identify the critical structural members and the location on which to conduct ultrasonic thickness testing. The ultrasonic thickness testing will be conducted in a maximum of seven (7) locations for each reactor clarifier.

Subtask 2.1.3 – Conduct Environmental Testing of Clarifier Coating

Attachment B – Scope of Services WA0375 – Clarifier 1 and 2 Rehabilitation

Engineer will sample the existing coating in no more than five (5) locations in each clarifier which will be analyzed for lead content to determine the need for environmental remediation of the coating in any demolition/rehabilitation effort. The holidays will be repaired by SSPC-SP1 preparation with application of a 100% high solids epoxy repair coating.

Task 2.2 - Prepare Draft and Final Technical Memorandum

Engineer will prepare a draft and final technical memorandum that includes the following:

- 1. Results of condition assessment including recommendations regarding rehabilitation and/or replacement of the clarifier mechanism.
- 2. Preliminary drawings of rehabilitation/replacement of clarifier.
- 3. Cost opinion for rehabilitation and/or replacement of the clarifier mechanism. Costs will be based upon quotes from manufacturers/contractors regularly engaged in clarifier rehabilitation/repair. Costs will include replacement of the existing walkway surfaces to match the walkway surfaces on Clearwells No. 3 and No. 4.
- 4. Estimated schedule/duration of rehabilitation/repair.
- Task 3 Design Phase Services To be authorized under a future amendment.

 Task 4 Bidding Phase Services To be authorized under a future amendment.

 Task 5 Construction Administration Services To be authorized under a future amendment.

 Task 6 Construction Inspection Services To be authorized under a future amendment.

ADDITIONAL SERVICES

Additional Services shall only be provided upon prior written and clearly detailed direction of the Utility Director. The Engineer may be directed to perform any, all, or none of the following Additional Services that may include, but not be limited to, the following:

Destructive testing of Structural concrete (2 locations)

Compensation for Additional Services: Included in the not to exceed total compensation is an allowance for Additional Services in an amount not to exceed \$18,000 in accordance with the unit costs negotiated between Owner and Engineer. This allowance is to be used and paid to the Engineer in the manner established in this Contract unless other compensation means are agreed to in writing by the Utility Director. The Additional Services compensation may only be used after the Engineer has performed Additional Services upon prior written authorization by the Utility Director.

<u>Time for Additional Services:</u> Upon consideration of additional services, Engineer will provide an updated project schedule to include those additional services authorized by NUA.

END OF ATTACHMENT B - SCOPE OF SERVICES

Contract K-2122-73

ATTACHMENT C CITY OF NORMAN CLARIFIER 1 AND 2 REHABILITATION COMPENSATION

COMPENSATION

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

Clarifler No. 1/No. 2 Rehabilitation/Replacement

			Engineers,	Engineers/Scientists		Support Staff		Sub	Subtotals	Subconsultants				
BASIC SERVICES		Proje Lead Manag Technical /QC Advisor Manag	Project Engineer Lead Manager V-VI Technical /QC (Professi Advisor Manager onal)	Engineer V-VI (Professi Eng	Engineer Te	Fngineer V-VI (Professis Engineer Technicia: Technicia Document onal) I-II (ETT) n n Processing	ant ing PCEC	Carollo Subtotaí	Carollo Subtotal	Terracon	Wiss, Janney, Eistner Associates, Inc.	Suez Technologies	Subs Sububtotal	TOTALFEE
Task#	Subtasks Description	\$ 280.00	\$ 280.00 ? \$ 275.00 ; \$ 185.00		\$ 155.00	\$171.00 \$117.00 \$ 110.00	.00 \$ 12.00	0 Hours	Fee	10%	10%	%0		
-	Project Coordination and Communication													
	1 Monthly Project Status Reports (Est 3)		6	9		3	\$ 144.00	0 12	\$ 2,409				,	
	2 Project Meetings and Workshops - General (Est 2)	ral (Est 2)	7	4		2	\$ 96.00	8	\$ 1,606				·	\$ 1,606
	3 Project Meetings and Workshops (Est 1)		1	4	1	2	\$ 84.00	7	\$ 1,319				٠ ٠	
7	Prepare Draft and Final TM								()					
	2.1 Conduct Condition Assessment of RC 1/2													
	2.1.1 Conduct Visual Inspection of C#1 and #2	2	4	24	- 50		\$ 360.00	30	\$ 6,460			\$ 3,500	\$ 3,500	096'6 \$
	2.1.2 Conduct Ultrasonic Thickness Testing						7							
	Develop Testing Plan		7	. 00			\$ 120.00	0 10	\$ 2,150				ţ,	\$ 2,150
	Conduct Thickness Testing RC#1 & 2			2			\$ 24.00	0 2	\$ 394	\$9,240.00			\$ 9,240	
	2.1.3 Conduct Environmental Testing													
	Develop Testing Plan		1	2			\$ 36.00	0 3	\$ 681				, •	\$ 681
	Conduct Environmental Testing RC#1 &2			. 2			\$ 24.00	0 2	\$ 394	\$7,700.00			\$ 7,700	\$ 8,094
	2.2 Prepare Draft and Final TM													
	2.2.1 Prepare Draft TM	7	8	24	32	16	\$ 984.00	0 82	\$ 14,904				S	\$ 14,904
	2.2.2 Prepare Final TM		4	9	12	4	\$ 312.00	0 26	\$ 4,822				15	\$ 4,822
Total Est	Total Estimated Hours and Fee (Basic Services)	4	25	82	44	0 0 27		182	\$ 35,139	\$ 16,940	\$ (\$ 3,500	\$ 20,440	\$ 55,5
ADDITIO	ADDITIONAL SERVICES												Ì	48 082
	A11 Davelon Campling Diag		-				40.00	5	070				•	
		loc	٠.	n 4			\$ 48.00		288	3.300.00			3300	4 188
		te (2 loc)					5	L			11.000.00		11,000	
			9	2			\$ 96.00	L	\$ 2,116					\$ 2,116

Attachment C – Compensation WA0375 – Clarifier 1 and 2 Rehabilitation

Page 12 of 12

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-76: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND ALAN PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$49,820 TO PROVIDE A RECLAIMED WATER MODELING EVALUATION FOR THE LINDSEY STREET WATER TOWER.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Ken Giannone, PE

PRESENTER: Ken Giannone, PE, Capital Projects Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-76: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND ALAN PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$49,820 TO PROVIDE A RECLAIMED WATER MODELING EVALUATION FOR

THE LINDSEY STREET WATER TOWER.

BACKGROUND:

Lindsey Tower is an elevated water storage tank at the intersection of E. Lindsey Street and Classen Blvd that was originally built to serve Norman's potable water system. However, as Norman's potable system expanded over many years, the system's gradient also changed and eventually, it was determined that Lindsey Tank no longer had the hydraulic characteristics necessary to function as viable potable water storage for Norman's system. As a result, it was decommissioned. Since that time, the coatings on the tower have begun to exhibit signs of deterioration. However, a preliminary evaluation of the tower was performed in May 2020 and, at that time, there was no major or obvious deterioration of the underlying steel. As such, it was determined that the tank can still be readily rehabilitated, repainted, and repurposed if other viable uses for it can be identified. Absent another viable use, it is likely that the Lindsey Tower will have to be demolished.

Norman Utilities Authority's (NUA's) 2014 Strategic Water Supply Plan, prepared by Carollo Engineering, included a recommendation that NUA consider establishing a non-potable water system to serve Reaves Park and possibly additional commercial customers generally extending east along Highway 9.

DISCUSSION:

The Lindsey Tower could be repurposed to provide needed storage for the non-potable system(s) at a fraction of the cost of building a new storage tank to perform the same duty. Since, as noted above, the coatings on Lindsey Tower are deteriorating, a decision must be made promptly on whether to rehabilitate it and repurpose it for the non-potable water system, or to demolish it before further deterioration makes it an eyesore and eventually makes demolition a necessity.

NUA contacted Alan Plummer Associates, Inc., (APAI) who has significant expertise in both hydraulic modeling and non-potable reuse as well as an extensive knowledge of NUA's system to determine the requirements of such a study. After several discussions, the following was deemed the minimum necessary effort to determine if repurposing of Lindsey Tower is both possible and recommended:

- Hydraulic analysis to determine if Lindsey Tower has the necessary hydraulic characteristics to serve as needed storage for a non-potable water system serving Reaves Park.
- Review potential additional customers along and near Highway 9 as generally outlined in the 2014 Strategic Water Supply Plan, create a high level design of distribution piping for such a system based on customers identified, and prepare a hydraulic analysis of this system to determine if Lindsey Tower has the hydraulic characteristics to be repurposed to furnish needed storage for this expanded non-potable system.
- Review pertinent regulations for non-potable water systems and initiate conversations with Oklahoma Department of Environmental Quality (ODEQ) to ensure such an expansion can be completed within existing rules and regulations and identify any potential pitfalls along with solutions thereto.
- Prepare high level evaluation of the capital cost for the possible expanded system and a
 high level analysis of the possible fee structure for customers of such a system, and,
 based on the financials, make a determination of the financial viability of expansion.
 Then, based on the financial viability, regulatory matters and any other relevant issues,
 make a recommendation of whether expansion should be pursued and, if so, on what
 time line.
- Furnish a report that summarizes all of the above.

NUA has negotiated a price in the amount of \$49,820. with APAI to furnish the above-described services. Funding is available in WW0205 WRF Non-Potable Reuse System (Org 32993394 – Object 46201). This account has an unencumbered balance of \$315,000.

RECOMMENDATION:

Staff recommends that NUA approve Contract K-2122-76 between Norman Utilities Authority and APAI in the amount of \$49,820 to furnish hydraulic analysis services and recommendations associated with the potential repurposing of Lindsey Tower as non-potable water storage.

AGREEMENT

FOR

ENGINEERING SERVICES

This AGREEMENT, between the Norman Municipal Authority (OWNER)

and

Plummer (CONSULTANT);

WITNESSETH

WHEREAS, OWNER requires hydraulic modeling and related services associated with the delivery of reclaimed, non-potable water to existing and potential new customers;

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 **December 2021.**

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 ENGINEER

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**.

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 operations reports, record drawings, and equipment manuals for the Sanitation Office Building. 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. <u>Access to Facilities and Property:</u> OWNER will make its facilities accessible to CONSULTANT as required for ENGINEER's performance of its SERVICES
- 6.3. <u>Timely Review:</u> OWNER will examine CONSULTANT's studies, reports, sketches, drawings, specifications, proposals, and other documents; and transmit OWNER comments or other decisions to CONSULTANT in a timely manner.
- 6.4. <u>Meetings and Workshops:</u> OWNER will participate in progress meetings and workshops with CONSULTANT or contractor(s) defined in Attachment B, Scope of Services.
- 6.5. Advertisements, Permits, and Access: Unless otherwise agreed to in the Scope of Services, OWNER will obtain, arrange, and pay for all advertisements for bids; permits and licenses required by local, state, or federal authorities; and land, easements, rights-of-way, and access necessary for CONSULTANT 's SERVICES or PROJECT construction.

6.6. <u>Hazardous Substances</u>: If hazardous substances in any form are encountered or suspected, CONSULTANT will stop its own work in the affected portions of the PROJECT to permit testing and evaluation. CONSULTANT will, if requested by OWNER, conduct tests to determine the extent of the problem and will perform the necessary studies and recommend necessary remedial measures at an additional fee with contract terms to be negotiated. CONSULTANT shall not assume any role in the identification, evaluation, treatment, storage, disposal, or transportation of any hazardous substance or waste.

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 professional engineer 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 <u>General</u>. 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 service notice on the other party of any claims arising hereunder, and shall cooperate in the defense of such claims. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by 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 <u>Employee Claims</u>. 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 <u>Consequential Damages</u>. To the fullest extent permitted by law, CONSULTANT shall not be liable to OWNER for any special, indirect or consequential damages resulting in any way from the performance of the SERVICES.
- 8.5 <u>Survival</u>. Upon completion of all SERVICES obligations and duties provided for in this AGREEMENT or if this AGREEMENT is terminated for any reason the terms and conditions of this Article shall survive.

ARTICLE 9 - INSURANCE

During the performance of the SERVICES under this AGREEMENT 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 - 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 14 - 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 15 - COMMUNICATIONS

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

CONSULTANT: Christopher Ferguson, PE, Project Manager

Plummer

531 Couch Drive, Suite 202 Oklahoma City, OK 73102

405-440-2725

cferguson@plummer.com

OWNER: Kenneth Giannone, P.E.

Norman Municipal Authority (NMA)

201-C West Gray P.O. Box 370 Norman OK 73070 405-366-5377

kenneth.giannone@normanok.gov

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

ARTICLE 16 - 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 17 - SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this AGREEMENT or the occurrence of any event rendering any portion or provision of this AGREEMENT void shall in no way affect the validity or enforceability of any other portion or provision of this AGREEMENT. Any void provision shall be deemed severed from this AGREEMENT, and the balance of this AGREEMENT shall be construed and enforced as if this AGREEMENT did not contain the particular portion or provision held to be void. The parties further agree to amend this AGREEMENT to replace any stricken provision with a valid Provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire AGREEMENT from being void should a provision, which is of the essence of this AGREEMENT, be determined void.

ARTICLE 18 - 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 19 - 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.

Item 23.

DATED this _	day of	20	
Plummer –	CONSULTANT		
		ATTEST	
Ву:	Ellen McDonald	_	Dut h
Printed Name:	Ellen McDonald	_	Dexter May
Title:	Principal		Project Manager
			City Attorney
			, ,
PPROVED	by the Trustees of the Norman Municipal A	authority this	day of December, 2021.
		ATTEST	
Ву:		_	
Printed Name:	Breea Clark	_	Brenda Hall
Title:	Chairman		Secretary

Attachment A - Schedule

Task	Begin Date	End Date
Notice to Proceed	12/15/2021	12/15/2021
Kick-Off Meeting	12/20/2021	12/23/2021
Evaluate Historical Data	12/27/2021	1/07/2021
Identify Potential Additional Customers	12/27/2021	1/21/2021
Progress Meeting No. 1	1/17/2021	1/17/2021
Develop Hydraulic Model	1/07/2022	1/21/2022
Implementation Plan and Financial Analysis	1/21/2022	2/11/2022
Progress Meeting No. 2	2/17/2022	2/17/2022
Regulatory Recommendations and DEQ Meeting	2/28/2022	3/04/2022
Develop Draft Technical Memorandum	3/05/2022	3/18/2022
NUA Review Draft Memorandum	3/21/2022	4/01/2022
Review Meeting	4/04/2022	4/08/2022
Final Technical Memorandum Delivered to NUA	4/22/2022	4/22/2022

Attachment A Page 1 of 1

Attachment B – Scope of Services Norman Utilities Authority Reclaimed Water Modeling Evaluation Scope of Work

The Norman Utilities Authority (NUA) furnishes treated effluent water from NUA's Water Reclamation Facility (WRF) to the University of Oklahoma (OU) who operates a small non-potable water system that they use to irrigate a segment of the campus. This system currently receives effluent pumped directly from NUA's WRF without storage in the distribution system.

The non-potable piping that feed's OU's system runs near the Lindsey Elevated Storage Tank (EST), near the intersection of E. Lindsey St. and Classen Blvd. Due to expansion of Norman's potable water system over many years and resultant changes to the system's gradient, Lindsey EST no longer has the hydraulic characteristics to function as viable potable water storage for the system. As a consequence, the tank has been decommissioned, and it currently in is а deteriorating NUA is, therefore, considering either demolishing the tower or rehabilitating it and repurposing as a nonpotable water storage tank either dedicated solely for the supply of OU's existing non-potable system or, perhaps, as part of an expanded non-potable system serving OU and several additional nearby entities identified as potential non-potable water customers in NUA's 2014 Strategic Water Supply Plan, prepared by Carollo Engineers.

NUA has asked Plummer Associates, Inc. to conduct hydraulic modeling of both the existing reclaimed water system and the potential expanded system that would serve additional nearby customers that were identified in NUA's 2014 Strategic Water Supply Plan to determine the feasibility of repurposing the decommissioned Lindsey EST for the reclaimed water storage.

The ENGINEER agrees to furnish NUA with the following specific services:

BASIC ENGINEERING SERVICES

ENGINEER agrees to perform BASIC ENGINEERING SERVICES in accordance with the stipulations within this AGREEMENT. The ENGINEER shall perform BASIC ENGINEERING SERVICES necessary for the development of the PROJECT as follows:

Task 1. Project Management and Meetings

- a. Prepare for and facilitate a remote kickoff meeting with NUA.
- b. Facilitate two (2) remote progress meetings.
- c. Prepare for and facilitate a final remote meeting after the draft memo has been developed.

Task 2. Evaluate Historical Data

a. Obtain one year of hourly influent flows to the WRF, P, and hourly reclaimed water flow and pressure leaving the WRF to OU's system.

Attachment B Page 1 of 3 521

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b. Evaluate diurnal supply (WRF effluent) vs diurnal demand (reuse water sent to OU's system) to estimate the effect of storage in the distribution system.

Task 3. Identify Potential Additional Customers

- a. NUA's 2014 Water Master Plan identified approximately fifteen (15) potential additional customers for non-potable water in the vicinity of the existing OU system along with proposed routes for distribution piping. ENGINEER will evaluate five years of potable water demand data for these previously identified sites to confirm the feasibility of expanding NUA's non-potable water system to incorporate these customers.
- b. Develop a planning level opinion of probable construction cost for the conveyance infrastructure required to deliver reclaimed water to the new customers.

Task 4. Develop Hydraulic Model

- a. Construct a hydraulic model of NUA's reclaimed water system using existing available data for pipeline sizes and meter locations. Incorporate the reclaimed water feed pump curves into the hydraulic model. The hydraulic model will use the InfoWater model developed by Innovyze. The model will not be calibrated. Rather, typical friction factors will be used for distribution system piping.
- b. Create an existing maximum day modeling scenario based on maximum day demands for existing reclaimed water customers.
- c. Create a future maximum day scenario with the decommissioned potable EST repurposed and connected to the reclaimed water system. Evaluate the modeled impacts of incorporating the EST into the reclaimed water system, including: changes in pressure, water age, or pump efficiency.
- d. Create a second future maximum day scenario which includes the repurposed EST and additional customers to be added in the future.
- e. Identify recommended projects in the distribution system such as repurposing the Lindsey EST, incorporating additional customers, incorporating the existing 18" non-potable water line on Jenkins between Timberdell and Constitution, adding new pipe loops, or additional pumps at the WRF.

Task 5. Implementation Plan and Financial Analysis

- a. Develop planning level opinions of probable construction cost, operating costs, and a timeline of implementation for projects identified in previous tasks.
- b. NUA currently provides reclaimed water to customers free of charge. Plummer will conduct a high-level financial evaluation to identify the potential impact of charging current and/or future customers for reclaimed water use.

Task 6. Regulatory Recommendations

a. Summarize reuse treatment requirements and water quality sampling requirements stipulated by the Oklahoma Department of Environmental Quality (DEQ).

Attachment B Page 2 of 3

- b. Facilitate one (1) remote meeting with the DEQ to discuss repurposing the Lindsey EST for the reuse system and generally discuss regulations governing proposed expanded reuse system if NUA were to pursue such an expansion.
- c. Identify potential locations in the wastewater collection system to flush reclaimed water in the event of low water quality.

Task 7. Technical Memorandum

- a. Prepare a draft technical memorandum summarizing the findings of the tasks listed above. Provide NUA with an electronic copy of the memorandum for review.
- b. Prepare a final technical memorandum after incorporating comments from NUA on the draft document. Deliver one (1) electronic version and two (2) hardcopies of the final memo.

Task 8 Additional Services

- a. Any services requested by NUA that are not otherwise described in this scope.
- b. ENGINEER may only be reimbursed under this task if all of the following conditions are met:
 - i. There is mutual agreement between NUA and ENGINER on cost and scope of the additional service.
 - ii. Fee for additional service does not exceed the amount allocated to this task or, in case previous additional service(s) has been authorized under this task, fee for additional service does not exceed remaining funds under this task.
 - iii. NUA has furnished a written notice to proceed with additional service that includes both the agreed upon description of the work and the agreed upon fee.
- b. These additional services may include:
 - i. Calibration of hydraulic model using pressure logging devices deployed in the field.
 - ii. In-person meeting with the DEQ.

Attachment B Page 3 of 3

Attachment C - Compensation

Compensation for the Services described in Attachment B – Scope of Services shall be paid on a lump sum basis:

Task	Task	Fee
1	Project Management and Meetings	\$9,350
2	Evaluate Historical Data	\$2,314
3	Identify Potential Additional Customers	\$6,308
4	Develop Hydraulic Model	\$10,946
5	Implementation Plan and Financial Analysis	\$4,358
6	Regulatory Recommendations	\$4,451
7	Technical Memorandum	\$7,093
-	Total Basic Services	\$44,820
8	Additional Services	\$5,000
-	Total Authorized	\$49,820

Attachment C Page 1 of 1

File Attachments for Item:

24. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE 5% PLANNING AND ADMINISTRATION FUNDING FROM THE HOME INVESTMENT PARTNERSHIPS PROGRAM AMERICAN RESCUE PLAN AWARD (HOME-ARP) IN THE AMOUNT OF \$78,045.40. APPROVAL OF CONTRACT K-2122-77; AND BUDGET APPROPRIATION FROM THE COMMUNITY DEVELOPMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Lisa D. Krieg

PRESENTER: Lisa D. Krieg, CDBG Grants Manager

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION,

AMENDMENT AND/OR POSTPONEMENT OF THE 5% PLANNING AND ADMINISTRATION FUNDING FROM THE HOME INVESTMENT PARTNERSHIPS PROGRAM AMERICAN RESCUE PLAN AWARD (HOME-ARP) IN THE AMOUNT OF \$78,045.40. APPROVAL OF CONTRACT K-2122-77; AND BUDGET APPROPRIATION FROM THE COMMUNITY DEVELOPMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The American Rescue Plan Act of 2021 (ARPA) appropriated \$5 billion to provide housing, services, and shelter to individuals experiencing homelessness and other vulnerable populations, to be allocated by formula to jurisdictions that qualified for HOME Investment Partnerships Program (HOME) allocations in Federal Fiscal Year 2021. For fiscal year 2021-2022 (FYE 2022) the City of Norman received \$431,097 in HOME funding as a Participating Jurisdiction (PJ).

The application of the funding formula resulted in an allocation of \$1,560,908 of HOME ARP funding for the City of Norman. In accordable with the Notice, and the HOME ARP Grant Agreement, a PJ, as of the Federal Award Date of September 20, 2021, may use up to five percent (5%) of its total award for administrative and planning costs.

DISCUSSION:

Acceptance of this award will allow for the use of up to five percent of the award for planning and administrative costs (\$78,045.40) to be incurred for program planning and preparation of the HOME-ARP Allocation Plan. To be provided access to the balance of the HOME-ARP funds, a PJ must engage in consultation and public participation processes and develop a HOME-ARP Allocation Plan. The plan must describe how the City of Norman intends to distribute HOME-ARP funds, including how it will use these funds to address the needs of HOME-ARP qualifying populations. The City of Norman will submit the HOME-ARP Allocation Plan to HUD after Council approval as a substantial amendment to the Fiscal Year 2021 annual action plan, for review and acceptance.

The Allocation Plan process will determine how the remaining funding will be distributed among the four eligible activities for HOME-ARP funds:

- Production or Preservation of Affordable Housing
- Tenant-Based Rental Assistance (TBRA)
- Supportive Services, Homeless Prevention Services, and Housing Counseling
- Purchase and Development of Non-Congregate Shelter

RECOMMENDATION:

Staff recommends acceptance of \$78,045.40 of HOME ARP funding from the U.S. Department of Housing and Urban Development and approval and execution of Contract K-2122-77. This constitutes 5% of the total award of \$1,560,908 to be utilized for planning and administration purposes. Funds are recommended to be appropriated from the Community Development Block Grant Fund Balance (account 21-2900) to HOME ARP, Salaries - Full Time (Org 21240303, Object 42001) for this purpose.

Upon reimbursement, the funds will be deposited into revenue account of 212-333348 (Other Revenue HOME-ARP).

U.S. Department of Housing and Urban Development of Community Planning and Urban Developme

Item 24.

HOME ARP Grant AgreementTitle II of the Cranston-Gonzalez National Affordable Housing Act

Assistance Listings #14.239 – HOME Investment Partnerships Program	m						
Grantee Name and Address City of Norman	2. Grant Nu M21-MP	mber (Federal Award Id 400204	entification N	lumber (FAIN)			
Po Box 370 Norman, OK 73070-0370	3a Tax Iden 736005	tification Number 350	3b. Unique Entity Identifier (formerly DUNS) 101501240				
	4. Appropria 861/502	ation Number 05		et Period Start and End Date 021 – 09/30/2030			
6. Previous Obligation (Enter "0" for initial FY allocation)				\$0			
a. Formula Funds		\$					
7. Current Transaction (+ or -)				\$1,560,908.00			
a. Administrative and Planning Funds Available on Federal Award I	Date	\$78,045.40					
b. Balance of Administrative and Planning Funds		\$156,090.80					
c. Balance of Formula Funds		\$1,326,771.80					
8. Revised Obligation				\$			
a. Formula Funds		\$					
9. Special Conditions (check applicable box)		10 Federal Award Da	ata (HUD Off	ficial's Signature Date)			
Not applicable		09/20/2021	ite (HOD OII	notal 3 digitature Date)			
11. Indirect Cost Rate*		12. Period of Performa	nce				
Administering Agency/Dept. Indirect Cost Rate Direct Co	ost Base	09/20/2021 - 09/3					
%	* If fu	nding assistance will be us	ed for payme	nt of indirect costs pursuant to 2 CFR			
		·	-	name of the department/agency, its			
		• •		e is charged per 2 § CFR 200.414), and applied. Do not include cost rates for			
	subre	cipients.					
The HOME-ARP Grant Agreement (the "Agreement") between the Department of the HOME Investment Partnerships Act (42 U.S.C. 12701 et seq.) and Section may be amended from time to time), the CPD Notice entitled "Requirements for Notice), the Grantee's HOME-ARP allocation plan (as of the date of HUD's approxion (in accordance with 2 CFR 200.208), constitute part of this Agreement. HUD's pay funds transfer and information reporting procedures issued pursuant to 24 CFR 93 at 24 CFR part 92, HUD may, by its execution of an amendment, deobligate funds consent. The Grantee agrees that funds invested in HOME-ARP activities under the HOME-ARP Implementation Notice. The Grantee agrees to assume all of the restregulation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation at 24 CFR 92.352 and 24 CFR Part 58, as well as the HOME-ARP Implementation Notice, as may be amended from time to time. Where any previous specifically in the program regulations or HOME-ARP Implementation Notice, active governed by the 2 CFR part 200 requirements, as replaced or renumbered by the Grantee shall comply with requirements established by the Office of Manamagement (SAM) requirements in Appendix I to 2 CFR part 200, and the Feder Funds remaining in the grantee's Treasury account after the end of the budget Per 31 U.S.C. 1552, the Grantee shall not incur any obligations to be paid with suc 13. For the U.S. Department of HUD (Name and Title of Authorized Office Earl M. Cook, CPD Director	3205 of the Am the Use of Fund val), and this HC ment of funds un 2.502 and the H s previously aware HOME-ARP of the things of the things of the things of the things of the part 200 among agement and Bural Funding According period will be cath assistance after val), and the things of the things	erican Rescue Plan (P.L. 1 ds in the HOME-American I ds in the HOME-American I de I d	17-2) (ARP). In Rescue Plan Form HUD-40 ect to the Grantee's repayable in action making, and by the progeplace or renumber of the Community of the Community Act (FFATA) vailable for ob	HUD regulations at 24 CFR part 92 (as Program" (HOME-ARP Implementation 1093a, including any special conditions tee's compliance with HUD's electronic extent authorized by HUD regulations is execution of the amendment or other coordance with the requirements of the diactions, as specified and required in 10 param regulations and the HOME-ARP of the 2 CFR part 200 amendments will 10 parts of the 2 CFR part 200 amendments will 11 parts of the 2 CFR part 200 amendments will 12 parts of the 2 CFR part 170. Iligation or expenditure for any purpose.			
		Lx		1 1			
19. Check one:	ndment # .						
Source of Funds Appropriation Code PAS Code	<u>Amount</u> 0,908.00						

Page 1

Item 24.

- 21. Additional Requirements: These additional requirements are attached and incorporated into this Agreem Grantee agrees to these additional requirements on the use of the funds in 7., as may be amended from time to time by the Secretary.
 - a) As of the Federal Award Date, the Grantee may use up to the amount identified in 7.a. of this Agreement for eligible administrative and planning costs in accordance with the HOME-ARP Implementation Notice.
 - b) Until the date of HUD's acceptance of the Grantee's HOME-ARP allocation plan, the Grantee agrees that it will not obligate or expend any funds for non-administrative and planning costs, in accordance with the HOME-ARP Implementation Notice.
 - c) In accordance with the HOME-ARP Implementation Notice, as of the date of acceptance by HUD of the Grantee's HOME-ARP allocation plan, HUD shall make the amount identified in line 7. of this Agreement available to the Grantee.
 - d) If the Grantee does not submit a HOME-ARP allocation plan or if the Grantee's HOME-ARP allocation plan is not accepted within a reasonable period of time, as determined by HUD, the Grantee agrees that all costs incurred and HOME-ARP funds expended by the Grantee will be ineligible costs and will be repaid with non-Federal funds.

22. Special Conditions

Page 1 **form HUD-4** 529

File Attachments for Item:

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-79 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND CEC CORPORATION IN THE AMOUNT OF \$139,447.25 TO PROVIDE CONSTRUCTION TESTING AND SPECIAL INSPECTION SERVICES FOR THE NORMAN FORWARD MULTI-SPORT AND AQUATICS CENTER PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-79 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND CEC CORPORATION IN THE AMOUNT OF \$139,447.25 TO PROVIDE CONSTRUCTION TESTING AND SPECIAL INSPECTION SERVICES FOR THE NORMAN FORWARD MULTI-SPORT AND AQUATICS

CENTER PROJECT.

BACKGROUND:

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

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

On February 9, 2021, the City Council approved a construction contract K-2021-97 with GE Johnson to construct the NORMAN FORWARD Young Family Athletic Center. As part of the construction process, testing and special inspection services for the project are to be provided by the project owner (City).

DISCUSSION:

The proposed contract (K-2122-79) with CEC Corporation will provide for construction testing and special inspection services as required for the construction of the Young Family Athletic Center. These services include:

- Concrete compression testing;
- Soils and Aggregates composition and compaction testing:
- Asphalt composition testing;
- On-Site Observation of related material installation

These special third-party inspection and testing services are standard for most building projects. They are different than building permit inspections provided by City's Development Services Division staff, due to the unique expertise needed for these inspections. Testing and Special Inspection reports are filed with the Development Services Division as part of the permit record once they are completed by the testing agency.

Contract K-1920-57 was approved by Council on October 22, 2019, which provided CEC Corporation as the on-call survey/property services company on an as-needed basis for capital projects. Funding for the contract will be provided from NORMAN FORWARD Fund, Multi-Sport and Aquatics Complex projects, Construction (account 51796601-46101; project NFB003; and account 51795546-46101; project NFB002).

RECOMMENDATION:

Staff recommends that the City Council, acting jointly as Trustees of the Norman Municipal Authority, approve Contract K-2122-79 with CEC Corporation in the amount of \$139,447.25 to provide construction testing and special inspection services for the Young Family Athletic Center.



CONSTRUCTION MATERIALS TESTING CONTRACT FEE PROPOSAL

FOR

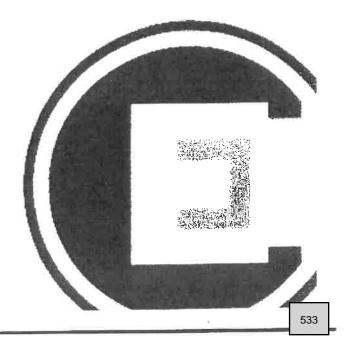
JASON OLSEN
PARKS AND RECREATION DIRECTOR
CITY OF NORMAN

CITY OF NORMAN - YOUNG FAMILY ATHLETIC CENTER NORMAN, OKLAHOMA

NOVEMBER 19, 2021

CEC Corporation 4555 W. Memorial Rd Oklahoma City, OK 73142 Phone: 405.753.4200 | Fax: 405.260.9524

www.connectcec.com



INTRODUCTION

CEC Corporation is pleased to offer the following proposal to provide Construction Materials Testing Services for The City of Norman, Young Family Athletic Center in Norman, Oklahoma. This proposal includes all costs associated with the materials testing requested.

GENERAL SCOPE OF SERVICES

The following scope of services is proposed to provide materials testing services as follows:

- Soils and Aggregates
 - In Place Nuclear Density Test
 - Soil Classifications (Atterberg Limits and Sieve Analysis)
 - Standard/Modified Proctor
- Concrete
 - Fresh Tests including Slump, Temperature & Air
 - Fabrication of Concrete Strength Test Specimens
 - Compressive Strength
- Asphalt
 - In Place Nuclear Density Test
 - HMA samples
- Special Inspections

SCHEDULING

Materials testing services will be coordinated between CEC Corporation dispatch and the specified field superintendent. As stated in the contract documents the contractor has a responsibility to notify CEC at least 48 hours in advance when work requires testing or inspection of work performed. CEC is not liable for tests or scheduled services that were not properly communicated and scheduled through CEC dispatch.

Testing requests for services should be submitted to CEC dispatch 405.753.6842 for our Oklahoma City office.

REPORTING

Reporting will be completed by CEC's in-house construction materials software. The reports will be forms that indicate and interpret test results of material for compliance with requirements in the contract documents. Results will be reported promptly to the owner and contractor of any deficient tests or irregularities are observed. Verbal results (if applicable) can be provided as results are obtained directly from technicians to specified field personnel. Reports will be submitted to the owner, contractor and other authorities having jurisdiction that include interpreted results noting any deviations from specifications. A final report of special tests and inspections will be submitted upon substantial completion including a list of unresolved deficiencies.

City of Norman Young Family Athletic Center 11/18/2021 Page 1 of 2

ADDITIONAL SERVICES

If there should be a change in project scope that leads to additional work or additional services are requested by the client, we will negotiate a fee to provide the changes or additional services prior to commencing the work.

COMPENSATION

The above-described field and laboratory construction materials testing and special inspection services, will be performed based on the unit rates on the actual tests performed as requested by the client. Refer to the testing breakdown attached to this proposal for the estimated number of tests and unit prices. This document is a scope and fee proposal.

We sincerely appreciate the opportunity to submit this engineering contract fee proposal. This proposal is prepared for the exclusive use of CEC and The City of Norman for the specific application to the project discussed herein and has been prepared in accordance with generally accepted construction materials testing practices within the constraints of the client's directive. If the terms are agreeable, please respond with written approval via email (josh.black@connectcec.com) or at the address listed on the cover page. If you have any questions or need additional information, please call me at 405.535.8232.

Submitted for approval by:	Accepted by:	
gr Bar	Ву:	
Josh Black, P.E. CM Practice Leader	Print:	_
Date:11/19/2021	Date:	_
	Title:	_
	Address:	
	Phone:	

Notes:

City of Norman Young Family Athletic Center 11/18/2021 Page 2 of 2

^{1.} The fee shall be invoiced by CEC on a progressive basis either monthly or in accordance with formal design review submissions and monthly construction progress as directed by CLIENT.

^{2.} The fee presented is based on current hourly rates and is valid if contracted within 90 days from the date listed on the cover sheet.

^{3.} CEC reserves the right to revisit the proposal scope and fee should the project be placed on hold for more than 90 days.

STANDARD TERMS AND CONDITIONS FOR PROFESSIONAL SERVICES

These Standard Terms and Conditions, together with the attached proposal, make up the Agreement between the named Client and CEC Corporation (CEC). Before countersigning the Agreement or verbally authorizing work, be sure you read and understand its contents, which deal with the allocation of risks and duties between the Client and CEC.

- 1. Scope. The scope of work for the Engineering services to be provided is specifically set forth in the attached proposal, submitted to Client by CEC. If Client requests a change in the scope of the Services to be provided, CEC reserves the right to revise delivery schedules and make an equitable adjustment to the price. Client acknowledges and agrees that CEC is providing the Services only and is not providing or participating in the provision of any product(s). CEC will not be obligated to provide any services which are (a) outside of the scope defined in the applicable documentation, (b) outside its area of expertise, or (c) in violation of any applicable laws, codes or regulations.
- 2. Standard of Care. CEC will perform the services limited to and in accordance with the skill and care ordinarily used by qualified professionals performing the same type of services at the same time under similar conditions in the same or similar locality. The Client will give CEC a reasonable opportunity to correct these deficiencies.
- 3. Client's Responsibilities. Client will provide permits, licenses, approvals and consents necessary for performance of the services, except those maintained by CEC for its ordinary conduct of business. Client will provide CEC with all reasonably available documents that are related to the services, including information related to hazardous materials or other environmental and geotechnical conditions at the site. Before CEC performs any subsurface activities, the Client will provide all available information concerning underground services, conduits, pipes, tanks, other facilities and obstructions at the site. CEC will rely on the documents and information provided by the Client. The Client grants CEC and its sub-consultant(s) permission to enter the site to perform the services. If the site is owned by others, the Client represents and warrants that the owner has granted permission for CEC to enter the site and perform the services. Client will provide CEC with written verification of site access permission upon request.
- 4. Payment. Client will compensate CEC for the services at its standard rates, and reimburse its expenses. CEC will submit periodic invoices that are due upon receipt regardless of Client's receipt of payments from third parties. The Client will notify CED in writing within 10 days of any disputed item on the invoice and pay all undisputed items within 30 days from invoice date. CEC may terminate its services upon 10 days written notice any time payment is overdue on any account with the Client. Client agrees to pay for all services through termination. If collection action against Client is necessary, CEC may be entitled to any Court ordered reasonable attorneys' fees and costs. CEC reserves the right to withhold final reports, letters of compliance, or any other relevant document until all past due invoices have been paid. The attached price list shall be adjusted annually as of the date of execution for the agreement.
- 5. Limits on CEC Responsibility. CEC will not be responsible for the acts or omissions of any others, except for its employees and sub-consultant(s). CEC will not supervise, direct, or have

control over any contractor's work. CEC will not have authority over or responsibility for the means, methods, techniques, sequences, or procedures of construction, for work site health or safety precautions or programs, or for any failure of contractors to comply with contracts, plans, specifications or laws. Client acknowledges that CEC does not warrant or guarantee the approval or receipt of any governmental permits or approvals, or the time to obtain such permits or approvals.

- 6. Changed Conditions. The Client acknowledges that encountered conditions may differ considerably from those anticipated, that laws and regulations are subject to change, and that regulatory requirements may be unpredictable. CEC will notify the Client if additional services, costs or time become necessary due to any of these factors and the parties will negotiate appropriate changes to the scope of services, compensation and schedule. In the event of an emergency, CEC may take immediate steps to protect public safety, health and the environment, and will be equitably compensated for its work by the Client. CEC will not be responsible for delays, failures to perform or extra costs due to weather, labor disputes, intervention by or inability to get approvals from public authorities, acts or omissions by the Client, or any other causes beyond CEC's reasonable control. The Client will compensate CEC for any increase in its costs resulting from these factors.
- 7. Documents and Information. All documents, data, calculations and work papers prepared or furnished by CEC are instruments of service and will remain CEC's property. Designs reports, data and other work product delivered to or on behalf of the Client are for Client's use only for the limited purposes disclosed to CEC and subject to Client paying for the services to provide said work product. Any delayed use, use at another site, use on another project, or use by a third party will be at the user's sole risk and Client agrees to indemnify CEC against any liabilities resulting therefrom. Any technology, methodology, or technical information learned or developed by CEC will remain its property.
- 8. Confidentiality and Subpoenas. Information about this Agreement and CEC's services and information provided by the Client about the services will be maintained in confidence and will not be disclosed to others without the Client's consent, except as CEC believes is necessary to perform its services, comply with professional standards to protect public safety, health and the environment, and to comply with laws and court orders. CEC will make reasonable efforts to notify the Client prior to any disclosure except as necessary to perform its services. Information available to the public and unprotected information acquired from third parties will not be considered confidential.
- 9. Insurance. During the work, CEC will maintain workers' compensation, commercial general liability, automobile liability, and professional liability insurance in the following minimum amounts: Workers' compensation statutory amount; General liability \$1,000,000 per occurrence, \$2,000,000 aggregate; Auto liability \$1,000,000 per accident; Professional liability \$5,000,000 aggregate. CEC will furnish certificates of insurance upon request. CEC will purchase project specific insurance at Client request if it is commercially available and Client pays the premium and the costs to obtain the additional insurance.

- 10. Limitation of Liability. No claim will be valid if presented to CEC more than ten (10) years after substantial completion of the services or, if sooner, the applicable statute of limitations period. CEC will not be liable for lost profits, loss of use of property, diminution of value of property or goods, delays, cost to obtain replacement samples, or other special, indirect, incidental, consequential, punitive, exemplary or multiple damages unless caused by gross negligence or misconduct. CEC shall not be liable for any special or consequential damages suffered by the client arising out of the services hereunder unless caused by gross negligence or misconduct. Special or consequential damages as used herein shall include, but not be limited to, loss of capital, loss of product, loss of use on any system, or other property, or any other indirect, special or consequential damage, whether arising in contract, tort (including negligence), warranty or strict liability.
- 11. Disputes. All disputes between the Client and CEC shall be subject to non-binding mediation. Either party may demand mediation by serving written notice stating the essential nature of the dispute, the amount of time or money claimed, and requiring the matter be mediated within forty-five days of service of notice. The mediation shall be administered by such person or organization as the parties may agree on. No action or suit may be commenced unless mediation has occurred but did not resolve the dispute, or unless a statute of limitation period would expire if suit were not filed prior to such forty-five days after service of notice.
- 12. Assignment. Client may not assign the Agreement between CEC and Client without the prior written consent of CEC. CEC shall provide written notice before assigning or transferring the Agreement to another entity.
- 13. Delivery/Force Majeure. CEC shall have no liability for delays or any other breach of its obligations resulting from an Act of God, war, riot, explosion, accident, act of government, work stoppage, default of subcontractor or supplier of materials, or any other cause beyond the reasonable control of CEC.
- 14. Other. This Agreement shall be governed by Oklahoma law. This Agreement becomes effective when fully executed by all parties and will remain in effect as defined by the requirements of the work. The above terms and conditions regarding Limitation of Liability and Indemnification shall survive the completion of the services under this Agreement and the termination of the contract for any cause. Any amendment to this Agreement must be in writing, signed by the parties. This Agreement supersedes any contract terms, purchase orders or other documents issued by the Client. If these Terms and Conditions have been provided to you, CEC must receive this fully executed document or written authorization to commence services. The provisions of this Agreement are severable; if any provision is unenforceable, it shall be appropriately limited and given effect to the extent that is enforceable. Headings in these Terms and Conditions are for convenience only and do not form a part of the agreement. Nothing in this Agreement shall be construed to give any rights or benefits to third parties.



Materials Testing Services Fee Proposal

City of Norman - Young Family Athletic Center

Category	Test or Charge Type	Quantity		Price	Unit	_	Total
Soil	Soil Classification (ASTM D2487, includes Atterberg Limits and Sieve Analysis) (Soil)	12	5	125.50	Each	\$	1,506.00
Soil	Standard Optimum Moisture-Density Relationship (ASTM D698/AASHTO T99) (Soil)	12	5	153.75	Each	\$	1,845.00
Soil	In Place Nuclear Density Test (ASTM D6938/AASHTO T310)	1650	\$	44.50	Each	\$	73,425.00
	Soil Classification (includes Atterberg Limits and Sieve Analysis) (Soil Aggregate)	2	\$	125.50	Each	5	251.00
Soil	Standard Optimum Moisture Density Relationship (ASTM D698/AASHTO T99) (Soil Aggregate)	2	5	159.75	Each	S	319.50
Asphalt	HMA(includes Extraction, Gradation, Rice Gravity, and Lab Molds (Superpave, Hveems, Marshall))	4	\$	450.00	Each	\$	00.008,1
Asphalt	Asphalt In Place Nuclear Density Test (ASTM D6938/AASHTO T310)	20	\$	47.25	Each	\$	945.00
Concrete	Fabrication of Concrete Strength Test Specimens (Slump, Temp & Air included) (AASHTO T23/ASTM C31)	125	\$	105.00	Set - up to 6 cylinders	\$	13,125.00
Concrete	Compressive Strength of Concrete Test Specimens (AAHTO T22/ASTM C39)	125	\$	14.75	Each	5	1,843.75
Concrete	Slump Test (ASTM C143/AASHTO T119)	20	\$	26.50	Each	5	530.00
Concrete	Air Test (ASTM C13B/AASHTO T152)	20	\$	39.35	Each	\$	787.00
Special Inspection	Structural Steel Inspection (4 Hr. Min.)	40	S	65.00	Hour	\$	2,600.00
Special Inspection	Proof Roll and Reinforcing Steel Inspection (2 Hr. Min.)	300	5	65.00	Hour	\$	19,500.00
Masonry	Compressive Strength of Grout Specimens (ASTM C1019)	01	5	139.00	Each	5	1,390.00
Masonry	Compressive Strength of Morter Specimens (ASTM C780)	10	\$	118.00	Each	\$	1,180.00
Trip Charges	Trip Charge OKC/Tulsa Metro Area	200	5	30.00	Trip	\$	6,000.00
Concrete	Floor Flatness/Floor Levelness	124000	\$	0.10	Sq Ft	\$	12,400.00

Total = \$ 139,447.25

File Attachments for Item:

26. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION, AND/OR POSTPONEMENT OF AWARDING CONTRACT K-2122-81 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLANDS CONSTRUCTION COMPANY INC, IN THE AMOUNT OF \$14,450 TO PROVIDE CONSTRUCTION MANAGER AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN COMMUNITY PARK RENOVATION PROJECT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Wade Thompson

PRESENTER: Jason Olsen, Parks and Recreation Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION,

REJECTION, AND/OR POSTPONEMENT OF AWARDING CONTRACT K-2122-81 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLANDS CONSTRUCTION COMPANY INC, IN THE AMOUNT OF \$14,450 TO PROVIDE CONSTRUCTION MANAGER AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN COMMUNITY

PARK RENOVATION PROJECT.

BACKGROUND:

In October of 2015, Norman citizens passed the Norman Forward Initiative, which will fund various projects through a ½% sales tax increase over 15 years. The Norman Forward initiative includes an upgrade of the Griffin Park Soccer Complex. Eventually, all of the Griffin Park sports fields will be converted to soccer and include the creation of 22 youth fields. The Griffin Park fields were built originally with a crowned, or curved, surface, which was the preferred construction at that time. The Norman Youth Soccer Association approached the City of Norman with this project, requesting a more current soccer field design that calls for a flat playing surface. A flat surface enhances the flow and speed of the game. Changing the grade and resurfacing, as well as removing the old drainage areas and addition of ADA accessibility between the fields, enhancing the visibility and overall experience for fans and players.

DISCUSSION:

City Council approved the Master Plan for the Griffin Park Sports Complex on August 8, 2017. The project will include 22 soccer fields, restroom/concession facilities, new parking, walkways, a new playground, and new pedestrian plaza areas. The first four phases of field renovations have been completed. Planning Design Group (PDG) is now working on the construction documents for a new restroom/concession building, parking, park accessibility, Robinson Street traffic egress/ingress improvements, and the fifth phase of field renovations. Those documents are expected to be ready for bidding in early 2022.

The City/Norman Municipal Authority's Project Management Consultants from ADG have participated throughout the entire design development process. As part of this process, we have determined that the remaining phases of this project would be an excellent opportunity to utilize the Construction Manager at Risk (CMaR) process instead of a Design-Bid-Build process that

we have used in the past. We have operated the CMaR process on the Westwood Indoor Tennis project and Ruby Grant Park, which has proven to be a successful process for completing those projects.

In November, we advertised Request for Qualifications RFQ 2122-31 and received CMaR service proposals from four management service companies. Three firms were selected for interviews and were conducted on December 3, 2021. Based on their experience with other similar projects, Crosslands Construction Company Inc. was selected as the firm having the best proposal for managing the construction work at Griffin Park.

Construction Manager at Risk is a process whereby the Norman Municipal Authority (NMA, or "Owner") will hire a Construction Manager to handle all of the bidding of the different sections of the work and all the subsequent construction activity for the project for a Guaranteed Maximum Price (GMP). The GMP is subsequently considered as an amendment to the CMaR contract after the most responsible bids are secured through the proper bidding procedures that govern public projects. Project bids are sealed and opened consistent with the City's bidding policies. This method allows the CMaR to work for the Owner while gathering bids from their best prequalified vendors and subcontractors, who have a history of working with the CMaR. This can deliver better bid pricing to a known project manager. Also, the CMaR process often maximizes opportunities to get participation from local, smaller sub-contractors. It can result in quicker project delivery without change orders due to the GMP agreed on at the time of awarding the construction contract(s) to the CMaR.

The construction will be fully bonded when the construction bids are awarded for the GMP. At that stage, the CMaR contract includes all of the necessary professional liability and insurance and affidavits that come with all professional services contracts. Crossland Construction Company Inc. has used this method on many of their projects in the past decade, including work for the City of Norman/Norman Municipal Authority, University of Oklahoma, City of Wichita, KS, City of Tulsa, and Tulsa RiverParks Authority (Gathering Place).

For these projects, since the construction documents are nearly complete, the fee for preconstruction services will be relatively small. The CMaR will use the completed plans and specifications to secure all bids and create the GMP awarded by amendment to this contract. The amount awarded via this CMaR contract is those monthly expenses listed in the contract associated with doing the business of the CMaR for the anticipated duration of the project. If the project extends beyond this time, unless due to the extreme circumstances itemized in the contract, then those costs are borne by the CMaR, which are factors for the project to stay on time and within budget. The GMP, which will be awarded as an amendment to this contract, will also include all of the CMaR's profit on the project, itemized in the amendment. Whereas the costs and profits of a "hard bid" design-bid-build project are often not known (since those are a lump sum bid submitted by each general contractor bidding on the work), the CMaR method allows for full transparency of the budget and costs for each division of work, including profit. This way, all the fees, and services are stated and memorialized in the initial contract agreement.

Further, since this project is being funded with bond money through the Norman Municipal Authority, the Norman Municipal Authority cannot pass the sales tax exemption on to the Construction Manager. Our Staff will collect invoices for taxable materials from Crossland Construction Company Inc. every month and purchase those materials directly from the suppliers to avoid sales tax payments for those items.

Adequate funds are available for this contract in the Griffin Park Remodel project, Construction (account 51796639-46101; project NFB001).

RECOMMENDATION:

It is recommended that The Norman Municipal Authority approve Contract K-2122-81 with Crossland Construction Company Inc., in the amount of \$14,450 for Construction Management at Risk Services for Griffin Community Park Remodel Project for the Parks and Recreation Department.

CONTRACT K-2122-81

Standard Form of Agreement between Owner and Construc Manager

Item 26.

where the Basis of Payment is a Guaranteed Maximum
Price

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion.

AGREEMENT made as of the _____ day of _____, 20___.

OWNER:

The Norman Municipal Authority

201 W Gray Street Norman, OK 73069

And the

Construction Manager:

Crossland Construction Company, Inc.

408 NE 145th Place

Oklahoma City, OK 73013 Aaron Stoops, Vice President

For the Project:

Griffin Community Park

201 W. Gray

Norman, OK 73070 WadeThompson, Parks Superintendent

The Consultant is:

PDG

5314 S. Yale Ave., Suite 510

Tulsa, OK 74135 Geoff Evans

The Program Manager is:

ADG, PC

920 W Main Street

Oklahoma City, OK 73106 Randy Hill, Senior Program Mgr.

The Owner and Construction Manager agree as set forth below:

ARTICLE 1 GENERAL PROVISIONS

- 1.1 RELATIONSHIP OF PARTIES: The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Consultant in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Consultant, Construction Manager and other persons or entities employed by the Owner for the Project.
- 1.2 GENERAL CONDITIONS: For the Construction Phase, the General Conditions of the contract shall be the City of Norman General Provisions Document, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceeds concurrently, the City of Norman General Provisions Document shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in the City of Norman General Provisions Document shall mean the Construction Manager.
- 1.3 RULES AND PROCEDURES: The Contractor shall follow the current adopted Rules and procedures established by the State of Oklahoma to ensure compliance with state statutes.
- 1.4 CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.4 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Consultant and furnished by the Owner as described in Section 2.2.9. The Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Consultant, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE - PHASE ONE SERVICES

- **2.1.1 PRELIMINARY EVALUATION:** The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.
- 2.1.2 CONSULTATION: The Construction Manager with the Consultant shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Consultant regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.
- 2.1.3 PRELIMINARY PROJECT SCHEDULE: When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Consultant's review and the Owner's approval. The Construction Manager shall obtain the Consultant's approval of the portion of the preliminary Project schedule relating to the performance of the Consultant's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Consultant and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Consultant.
- **2.1.4 PHASED CONSTRUCTION:** The Construction Manager shall make recommendations to the Owner and Consultant regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES:

- **2.1.5.1** (N/A)When the Owner has sufficiently identified the Project requirements and the Consultant has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Consultant and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.
- **2.1.5.2** (N/A)When Schematic Design Documents have been prepared by the Consultant and approved by the Owner, the Construction Manager shall prepare, for the review of the Consultant and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Consultant and Construction Manager.
- 2.1.5.3 When Design Development Documents have been prepared by the Consultant and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Consultant and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Consultant and Construction Manager.
- **2.1.5.4** If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Consultant.
- 2.1.6 SUBCONTRACTORS AND SUPPLIERS: The Construction Manager shall seek to develop subcontractor interest in the Project. Subcontractors and suppliers shall be selected and contracts let in strict accordance with the provisions of the Oklahoma Public Competitive Bidding Act, 61 O.S. § 101, et seq. (the "Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently solicit and receive bids from potential Subcontractors; (2)

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the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Subcontractors for compliance with the Act; and (3) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that trade scope of work. All bids shall be made and received in accordance with the provisions of the Act.

- 2.1.7 LONG-LEAD-TIME ITEMS: The Construction Manager shall recommend to the Owner and Consultant a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.
- 2.1.8 EXTENT OF RESPONSIBILITY: The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Consultant and Owner in writing.
- 2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION: The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

- **2.2.1** When the Drawings and Specifications are sufficiently complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies described in Section 2.2.3, the General Conditions, and the Construction Manager's Fee.
- 2.2.2 The Guaranteed Maximum Price proposal shall include the Project contingency, a sum established by the Owner for the Owner's exclusive use to cover costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. The Owner and the Construction Manager acknowledge that the Project contingency is included in the Guaranteed Maximum Price proposal for costs, which have not been taken into precise account in the establishment of the Guaranteed Maximum Price, including, but not limited to those resulting from:
- (1) scope gaps between Subcontractors;
- (2) costs due to Subcontractor failure that are not paid under applicable bonds or subcontractor default insurance:
- (3) excess costs due to major weather events;
- (4) damage to the Work not recoverable from another party or insurance policy; or
- (5) any other increase in the Cost of the Work due to an unforeseen event or occurrence that is not under the Construction Manager's control.

The Project contingency may be applied by the Construction Manager to any item of cost described above or as defined by the Cost of the Work without the necessity of a modification, without constituting a change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager shall advise the Consultant and the Owner in writing and acquire written acceptance prior to applying a part of the Project contingency as allowed by the Contract Documents.

- **2.2.3 BASIS OF GUARANTEED MAXIMUM PRICE**: The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:
 - **2.2.3.1** A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.
 - 2.2.3.2 A list of allowances and a statement of their basis.

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- **2.2.3.3** A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.
- 2.2.3.4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the Guaranteed Maximum Price.
- **2.2.3.5** The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.
- 2.2.3.6 A date by which the Owner must accept the Guaranteed Maximum Price
- **2.2.4** The Construction Manager shall meet with the Owner and Consultant to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Consultant discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.
- **2.2.5** Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.
- **2.2.6** Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.
- 2.2.7 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.
- 2.2.8 The Owner shall authorize and cause the Consultant to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Consultant and Construction Manager. The Construction Manager shall promptly notify the Consultant and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.
- **2.2.9** The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established. The Owner may request that the Construction Manager assist with reviewing subcontractor invoices to verify that purchases are for the Westwood Tennis Center Project.

2.3 CONSTRUCTION PHASE - PHASE TWO SERVICES

2.3.1 GENERAL: The Construction Phase shall commence on the Owner's acceptance of the Guaranteed Maximum Price proposal and the issuance of a Notice to Proceed or Work Order.

2.3.2 ADMINISTRATION

- **2.3.2.1** The Construction Manager shall solicit bids for all portions of the Work including portions that the Construction Manager customarily performs with the Construction Manager's own personnel. The Construction Manager shall solicit bids from subcontractors and from suppliers of materials or equipment fabricated especially for the Work in accordance with the mandatory provisions of the Act. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.
- 2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.
- 2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8.

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- 2.3.2.4 After all the subcontracts are awarded, the owner and the Construction Manager may agree to convert the Guaranteed Maximum Price to a Lump Sum Price.
- **2.3.2.5** The Construction Manager shall schedule and conduct meetings at which the Owner, Consultant, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.
- **2.3.2.6** Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with the City of Norman General Provisions Document, including the Owner's occupancy requirements.
- 2.3.2.7 The Construction Manager shall provide monthly written reports to the Owner and Consultant on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Consultant.
- 2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Consultant at regular intervals.
- **2.4 PROFESSIONAL SERVICES:** Section 4, "Administration of the Contract", of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.
- **2.5 HAZARDOUS MATERIALS:** Section 10 of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 Reserved.

- **3.1.3** The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Consultant, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.
- **3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS:** In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Sections 3.1.4.1 through 3.1.4.4 but shall exercise customary precautions relating to the performance of the Work.
 - 3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the site.
 - **3.1.4.2** Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.
 - **3.1.4.3** The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.
 - **3.1.4.4** Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.
 - **3.1.4.5** The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

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- 3.2 OWNER'S DESIGNATED REPRESENTATIVE: The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in the City of Norman General Provisions Document, the Consultant does not have such authority.
- **3.3 CONSULTANT:** The Owner shall retain a Consultant to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, requested by the Construction Manager which must necessarily be provided by the Consultant for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Consultant and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Consultant, from which compensation provisions may be deleted.
- **3.4 LEGAL REQUIREMENTS:** The Owner shall determine and advise the Consultant and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

- **4.1 COMPENSATION:** For the services described in Sections 2.1 and 2.2, the Construction Manager's compensation shall be calculated as follows:
 - 4.1.1 Pre-Construction Services: (insert method and amount, use multiple entries if necessary):

Lump sum \$14,450 for five months of Pre-Con. For each additional month, add \$2,530.00/month.

4.2 PAYMENTS: Payments shall be made monthly following presentation of the Construction Manager's invoice and shall be in proportion to services performed.

Payments are due and payable thirty (30) days from the date the Construction Manager's invoice is received by the Owner.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

- **5.1 COMPENSATION:** For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Construction Manager's Fee determined as follows:
 - 5.1.1 Construction Services: : (insert method and amount, use multiple entries if necessary):
 3.65% of the total GuaranteedMaximumPrice
 - **5.1.2** General Conditions (Reimbursable Costs): Refer to Attachment. (insert method and amount, use multiple entries if necessary):

The Owner and Construction Manager have agreed to a "General Conditions" cost that shall be included in the Guaranteed Maximum Price as part of the Cost of the Work, and shall include all costs of Construction Manager's supervisory and administrative personnel including all associated costs of insurance, taxes, benefits, vehicle allowances, cell phones, radios, telecommunications, computers, software, other miscellaneous office costs, office trailer rental, office utilities, and any other costs required to maintain a construction office on-site for a monthly lump sum amount of to be determined in GMP Amendment for the to be determined in GMP Amendment month duration of the Project through Final Completion. The monthly lump sum amount may be prorated for part of a calendar month at the commencement of construction and applied accordingly should the Project Schedule be impacted beyond the Construction Manager's control.

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5.2 GUARANTEED MAXIMUM PRICE: The sum of the Cost of the Work, General Conditions, and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 CHANGES IN THE WORK

- 5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of
- Amendment No. 1 may be determined by any of the methods listed in the City of Norman General Provisions Document.
- **5.3.2** In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in the City of Norman General Provisions Document and the terms "costs" and "a reasonable allowance for overhead and profit" as used in the City of Norman General Provisions Document shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.
- **5.3.3** In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the City of Norman General Provisions Document shall mean the Cost of the Work as defined in Article 6 of this Agreement, and the term "and a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Section 5.1.1 of this Agreement.
- **5.3.4** If no specific provision is made in Section 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.
- **5.3.5** Prior to the beginning of the Construction Phase, all parties will agree to the percent markup for Overhead and Profit, to be implemented in the event there are changes to the work

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 LABOR COSTS

- **6.1.2.1** Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's written agreement, at off-site workshops.
- **6.1.2.2** Wages or salaries of the Construction Manager's supervisory and administrative personnel are included in the General Conditions and shall not be charged separately as part of labor costs.
- **6.1.2.3** Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work are included in the General Conditions and shall not be charged separately as part of labor costs.
- **6.1.2.4** Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.2.1 through 6.1.2.3.
- **6.1.3 SUBCONTRACT AND SELF-PERFORM COSTS:** Payments are due or made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts awarded pursuant to the Act and payments due to the Construction Manager for any self-performed portions of the Work.

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- 6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION
 - **6.1.4.1** Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.
 - **6.1.4.2** Costs of materials described in the preceding Section 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.
- 6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS
 - **6.1.5.1** Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.
 - **6.1.5.2** Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be one hundred percent (100%) of current edition of the "AED Green Book" standard rates for company owned equipment and actual charges for rented equipment from outside sources.
 - 6.1.5.3 Costs of removal of debris from the site and its proper and legal disposal.
 - **6.1.5.4** Reproduction costs within the Construction Manager's office on site, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office are included in the monthly General Conditions costs and shall not be charged separately as part of temporary facilities costs.
 - **6.1.5.5** That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.
 - **6.1.5.6** Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

6.1.6 MISCELLANEOUS COSTS

- **6.1.6.1** That portion directly attributable to this Contract of premiums for insurance and bonds at fixed rates agreed to by the Owner. Self-insurance for either the full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.
- **6.1.6.2** Sales, use or similar taxes imposed by a governmental authority which are related to any portion of the Work that is not subject to the Owner's tax status and for which the Construction Manager is liable.
- **6.1.6.3** Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.
- **6.1.6.4** Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.8.2.
- **6.1.6.5** Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of the City of Norman General Provisions Document or other provisions of the Contract Documents.
- 6.1.6.6 Data processing costs related to the Work.
- **6.1.6.7** Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.
- **6.1.6.8** Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.
- **6.1.7 OTHER COSTS:** Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

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- **6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK:** The Cost of the Work shall also include costs described in Section 6.1.1 which are incurred by the Construction Manager:
 - **6.1.8.1** In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in the City of Norman General Provisions Document.
 - **6.1.8.2** In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.
- **6.1.9** The costs described in Sections 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of the City of Norman General Provisions Document.
- **6.1.10** Other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.
- 6.2 COSTS NOT TO BE REIMBURSED: The Cost of the Work shall not include:
 - **6.2.1** Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Sections 6.1.2.2 and 6.1.2.3.
 - **6.2.2** Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Section 6.1.
 - **6.2.3** Overhead and general expenses, except as may be expressly included in Section 6.1.
 - **6.2.4** The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.
 - 6.2.5 Rental costs of machinery and equipment, except as specifically provided in Section 6.1.5.2.
 - **6.2.6** Except as provided in Section 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.
 - 6.2.7 Costs incurred in the performance of Preconstruction Phase Services.
 - 6.2.8 Except as provided in Section 6.1.7, any cost not specifically and expressly described in Section 6.1.
 - 6.2.9 Costs which would cause the Guaranteed Maximum Price to be exceeded.

6.3 DISCOUNTS, REBATES AND REFUNDS

- **6.3.1** Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.
- **6.3.2** Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS AND AUDITS

6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

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6.4.2 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 any contract with the Owner and subject to execution of a mutually acceptable non-disclosure agreement by the Construction Manager, the Owner and the Owner's auditors, the Construction Manager agrees any pertinent City, State, or Federal agency will have the right to examine and audit all records relevant to execution of the resultant 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. The Owner agrees that (i) lump sum amounts for General Conditions, lump sum amounts for self-perform work, Construction Manager's Lump Sum Price (if the Guaranteed Maximum Price is converted to a Lump Sum Price), subcontractor lump subcontract amounts, rates, multipliers and other fixed percentages and amounts it has agreed that the Construction Manager may charge as a Cost of the Work are subject to the Owner's audit rights only for the Owner to confirm that such lump sum amounts, rates, multipliers, percentages or amounts have been charged by the Construction Manager in accordance with the Contract Documents, and (ii) the composition of such rates, multipliers, percentages or amounts is not subject to audit by the Owner or the Owner's auditors.

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

- **7.1.1** Based upon Applications for Payment submitted to the Consultant and Owner by the Construction Manager and Certificates for Payment issued by the Consultant, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.
- **7.1.2** The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as a mutually agreed upon by all parties.
- **7.1.3** Provided an Application for Payment is received by the Consultant not later than the first (1st) day of a month, the Owner shall make payment to the Construction Manager not later than as required by state statutes.
- 7.1.4 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Consultant or Owner may require. This schedule, unless objected to by the Consultant or the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.
- **7.1.5** Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.
- **7.1.6** Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:
 - **7.1.6.1** Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in the City of Norman General Provisions Document even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.
 - **7.1.6.2** Add that portion of the Lump Sum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.
 - **7.1.6.3** Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section,

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shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

7.1.6.4 Subtract the aggregate of previous payments made by the Owner.

7.1.6.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.

7.1.6.6 Subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided in the City of Norman General Provisions Document.

7.1.7 Reserved

- **7.1.8** Payments to Subcontractors shall be subject to retention in accordance with the City of Norman General Provisions Document, General Conditions of the Construction Contract. The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.
- 7.1.9 In taking action on the Construction Manager's Applications for Payment, the Consultant shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Consultant has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data, that the Consultant has made exhaustive or continuous on-site inspections or that the Consultant has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

7.2 FINAL PAYMENT

- 7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in the City of Norman General Provisions Document, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Consultant and approved by the Owner; such final payment shall be made by the Owner not more than 30 days after the issuance of the Consultant's final Certificate for Payment and the Owner's approval.
- 7.2.2 The amount of the final payment shall be calculated as follows:
 - **7.2.2.1** Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.
 - **7.2.2.2** Subtract amounts, if any, for which the Consultant withholds, in whole or in part, a final Certificate for Payment as provided in the City of Norman General Provisions Document or other provisions of the Contract Documents.
 - 7.2.2.3 Subtract the aggregate of previous payments made by the Owner.
- 7.2.3 The Owner will review the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Consultant by the Construction Manager. Based upon such Cost of the Work as the Owner determines to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Consultant will, within seven days after the Owner's approval of the final Cost of the Work, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Consultant's reasons for withholding a certificate as provided in Section 9.5.1 of the City of Norman General Provisions Document. The time periods stated in this Section 7.2 supersede those stated in Section 9.4.1 of the City of Norman General Provisions Document.
- 7.2.4 If the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Consultant. All claims of any disputed amount shall be submitted in accordance with Section 4.4 of the City of Norman General Provisions Document, and shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Consultant's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated amount reported by the Owner becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Consultant's final Certificate for Payment.

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7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2 (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

ARTICLE 8 INSURANCE AND BONDS

- **8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER:** During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Section 11 of the City of Norman General Provisions Document. Such insurance shall be written for not less than the following limits, or greater if required by law:
 - 8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws.
 - 8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

Each Occurrence: \$300,000.00

General Aggregate: \$1,000,000 minimum

- 8.1.2.1 The policy shall be endorsed to have the General Aggregate apply to this Project only.
- 8.1.2.2 Builder's Risk Insurance
- **8.1.3** Automobile Liability (owned, non-owned and hired vehicles), \$50,000/\$100,000, for bodily injury and property damage.

8.2 BONDS

- **8.2.1** The Construction Manager shall furnish performance, statutory and maintenance bonds covering faithful performance of the Contract, payment of obligations arising thereunder and defective materials or workmanship. Bonds shall be included in the Cost of the Work. The amount of each bond shall be equal to One Hundred percent (100%) of the Contract Sum.
- **8.2.2** The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION: During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in the City of Norman General Provisions Document.

9.2 OTHER PROVISIONS

- **9.2.1** Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the City of Norman General Provisions Document, *General Conditions of the Contract for Construction*.
- **9.2.2 EXTENT OF CONTRACT:** This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.
- **9.2.3 OWNERSHIP AND USE OF DOCUMENTS:** Article 1.3 of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.
- 9.2.4 GOVERNING LAW: The Contract shall be governed by the laws of the State of Oklahoma.

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- **9.2.4.1** The Construction Manager 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.
- **9.2.5 ASSIGNMENT:** The Owner and Construction Manager 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. Except as provided in Section 13.2.1 of the City of Norman General Provisions Document, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10 TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

- **10.1.1** Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Section 14.1.1 of the City of Norman General Provisions Document.
- 10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.1.
- **10.1.3** If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.2, be paid an amount calculated as follows:
 - 10.1.3.1 Take the Cost of the Work incurred by the Construction Manager.
 - 10.1.3.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

 10.1.3.3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of Amendment No.____ shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE: Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in the City of Norman General Provisions Document, attached.

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- **10.2.1** In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.1.3 of the City of Norman General Provisions Document shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.
- 10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.1.3 of the City of Norman General Provisions Document shall not exceed the amount the Construction Manager would have been entitled to receive under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.
- **10.3** SUSPENSION: The Work may be suspended by the Owner as provided in Article 14 of the City of Norman General Provisions Document; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Section 14.3.2 of the City of Norman General Provisions Document except that the term "cost of performance of the Contract" in that Section shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1.1 and 5.3.4 of this Agreement.

ARTICLE 11 OTHER CONDITIONS AND SERVICES

11.1 Other Documents, if any, forming part of the Contract Documents, are as follows:

Notice to Proceed/Work Order City of Norman General Provisions Contract Documents for the (Fill in name of Project)

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

21003738

EXP. 03/18/25

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_			_	v		

By: FORALD SMITH

Subscribed and Sworn to me this ______day of Dec. _____, 2021

Commission #/Expiration: <u>//3/18/25</u>

Crossland Construction Company, Inc.

(Contractor)

Name: Aaron Stoops

Title: Vice President

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"OWNER"
THE NORMAN MUNICIPAL AUTHORITY,
A Public Trust having the City of Norman
Of Norman as it's beneficiary

Date	By Breea Clark, Authority Chairperson			
ATTEST: By: Brenda Hall, City Clerk				
, •	d legality on thisof	, 2021		
City Attorney				

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Non-Collusion Affidavit

	The statement below must b	e signed an	d notarized before this	contract will become effective	re
STATE OF	OFLAHOM)) ss		GEIFFIN PARI	د
COUNTY OF	OKLAHOMA)	Project #:	K-2122-81	
	AFRICA STUDGES			, of lawful age, being first	duly sworn, on oath states,
(S)he is the c	duly authorized agent of	ans C	ONSTRUCTION	\	, the Company
under the co	ntract which is attached to this stateme	ent, for the	e purpose of certifying	the facts pertaining to t	he giving of things of value
to governme	nt personnel in order to procure said C	ontract;.			
Neither the C	ally and directly involved in the procee Company nor anyone subject to the Co y office or employee of the State of Ok to which this statement is attached.	ompany's	direction or control ha	as paid, given or donate	
Company Printe	do Name)	ا , رسم	N.	a	*
(Authorized Ren	Substresentative Signature)	scribed an	d sworn to before me	this day of	Dec. ,20 2/
Aniena	resentative Printed Name)		MINIMAN AND THE STATE OF THE ST	(Signature of notarial officer)	
VP- A	-/	S. S. William S.	# 21003738 EXP. 03/18/25	My Commission Expires:	03/18/28
(Authorized Repr	esentative Printed Title)		SUBAIC AD	My Commission #:	21003738

CITY OF NORMAN GENERAL PROVISIONS

SECTION I – GENERAL PROVISIONS

- 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.
 - 2. "The Contract Documents" shall mean the Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, 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. "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.
- 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 XIV(B)(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.
- 2. In claims against any person or entity indemnified 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 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.
 - 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(E) 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.

- 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, 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.
- 6. Time Limits on Claims: The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than five (5) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this section.

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 Subsubcontractors. 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(O), 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.

- 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 IV(B) (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. Unless a substantial change in scope occurs and then a mutually agreeable change in cost would occur.

- 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 Substantial Completion date is \$500 per day, including \$500 per day for each day exceeding 30 past the Substantial Completion date.
 - 2. Waiver of Claims for Consequential Damages
 The Contractor and Owner waive Claims against each other for consequential
 damages arising out of or relating to this Contract. This mutual waiver includes
 - a. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - b. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the termination provisions of this Agreement. Nothing contained in this section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

SECTION IX – PAYMENTS AND COMPLETION

- A. Contract Sum. The Contract Sum 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 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 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.
- 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 X(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 X(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.

C. Hazardous Materials and Substances

- 1. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
- 2. Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
- 3. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect'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 in the affected area if in fact the material or substance

presents the risk of bodily injury or death as described in Section C(1) and has not been rendered harmless, 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), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.

- 4. The Owner shall not be responsible under this Section 1 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
- 5. The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section C(1), except to the extent that the cost and expense are due to the Owner's fault or negligence.
- 6. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

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.
 - 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) (1) 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 it 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.

- 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(E) (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 (E) (3).
- 3. If such procedures for testing, inspection or approval under Section XIII(E) (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;
 - d. repeatedly fails to comply with the terms and conditions of the Contract and Contract Documents;
 - e. or is otherwise 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.

GENERAL PROVISIONS

SECTION 201 - DEFINITIONS OF TERMS

201.01 - DEFINITIONS

Wherever the words, forms or phrases herein defined, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

Advertisement	All of the legal publications pertaining to the work contemplated or under contract.
A.N.S.I	American National Standards Institute.
A.S.T.M	The American Society for Testing Materials.
Award	The decisions of the City to accept the lowest responsible and most advantageous bid for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefor, and to such other conditions as may be specified or otherwise required by law.
Authority	The Norman Municipal Authority
Bidder	Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.
City	The City of Norman, Oklahoma, a Municipal Corporation, acting through its duly authorized assistants or agents.
City Attorney	The City Attorney of the City of Norman, Oklahoma, or their duly authorized assistants or agents.

City Clerk	The City Clerk of the City of Norman, Oklahoma, or their duly authorized assistants or agents.
City Manager	The Manager of the City of Norman, Oklahoma
City Controller	The City Controller of the City of Norman, Oklahoma or his duly authorized assistants or agents.
Contract	The written agreement covering the performance of the Work. The Contract includes the Advertisement and Notice to Bidders, Proposal, Bonds, Specifications, including special provisions, plans or working drawings and any supplemental agreement pertaining to the work or materials therefore.
Contractor	The person or persons, partnership, company, firm, or corporation entering into Contract for the execution of the work, acting directly or through a duly authorized representative.
Consultant	The City of Norman Development Coordinator, or their duly authorized agents, assistants, inspectors, or Superintendent.
Furnish	To supply.
Maintenance Bond	The approved form of security furnished by the Contractor and their Surety as a guarantee that they will maintain the work constructed by them in good condition for the period of time required.
Mayor	The Mayor of the City of Norman, Oklahoma.
Performance Bond	The approved form of security furnished by the Contractor and their surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans and specifications and terms of the Contract.
Plan or Plans	All of the drawings pertaining to the Contract and made a part thereof, including such supplementary drawings as the Consultant may issue from time to time, in order to elucidate other drawings or for the

purpose of showing changes in the work as authorized under the Section "Changes and Alterations," or for showing details not shown thereon.

Proposal The written statement or statements duly filed with the Purchasing Agent of the person or persons, partnership, company, firm, or corporation proposing to do the work contemplated.

Work are to be prepared and submitted.

in the "Advertisement," to be furnished by the Bidder as a guarantee of good faith to enter into contract with the City and to execute the required bonds for the work contemplated after the work is awarded to him.

requirements peculiar to the specific project involved supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they are in conflict.

contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the Contract.

by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law.

as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the Contract and for any

and all requirements as set out in the specifications, Contract, or plans.

and City ordinances governing hours of work.

SECTION 202 – PROPOSAL REQUIREMENTS AND CONDITIONS

202.01 - CONTENTS OF PROPOSAL FORM

The Authority will furnish Bidders with proposal forms which will state the general locations and description of the contemplated work and which will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked. The proposal form will state the time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a Non-Collusion Affidavit.

202.02 - INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract documents, he may submit to the Consultant a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Authority will not be responsible for any other explanations or interpretations of the proposed document.

202.03 - EXAMINATION OF DOCUMENTS AND SITE OF WORK

Bidders are required, prior to submitting any proposal, to read carefully the Specifications, the Proposal, Contract and Bond forms; to examine carefully all plans on file with the City Controller tor and Consultant; to visit the site of work; to examine carefully local conditions; to

inform themselves by their independent research of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work in the time required for its completion and obtain any information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal will evidenced that the Bidder has made the examinations and investigations required herein.

202.04 - PREPARATION OF PROPOSAL

The Bidder shall submit his proposal on the forms furnished by the Authority. All blank spaces in the proposal forms shall be correctly filled in and the Bidder shall state the prices, written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required.

Such prices shall be written distinctly legible. In case of conflict between words and numerals, the words will govern. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is made by a company or corporation, the company or corporate name and the state under the laws of which said company or corporation is chartered and the business address must be given and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or other to sign proposals must be properly certified and must be in writing and on file with the City Clerk or submitted with the proposal.

202.05 – PROPOSAL AFFIDAVIT

Each proposal or copy thereof shall be accompanied by a sworn statement in writing that the person signing the proposal executed said proposal in behalf of the Bidder therein named and that he had lawful authority to do so and that the said Bidder has not directly or indirectly entered into any agreement, express or implied, with any other Bidder or Bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any Bidder or the subject matter of the bid or the profits thereof, and that he has not and will not divulge said sealed bid to any person whatever except those having a partnership or other financial interest with him in said bid, until after the said sealed bids are opened.

202.06 - PROPERTY GUARANTY

Proposals will not be considered unless the original filed with the Purchasing Agent is accompanied by a Bidder's bond, or certified or cashier's check in the required amount, made payable to the "Norman Municipal Authority." The check shall be in the amount as designated in the Advertisement. The Proposal Guaranty is required as evidence of good faith and as a guarantee that, if awarded the Contract, the Bidder will execute the contract and furnish the required bonds within the required time.

202.07 – FILING OF PROPOSALS

No proposals will be considered by the Authority unless they are filed in a sealed envelope, with the Purchasing Agent at his office at 201 West Gray Street, Building C, Norman, Oklahoma, within the time limit for receiving proposals, as stated in the Advertisement. The proposal shall be plainly marked on the envelope with the word "Proposal" and the name of the project.

202.08 – WITHDRAWAL OF PROPOSALS

Permission will not be granted to withdraw or modify and proposal after it has been filed and before the time set for opening proposals. Request for non-consideration of proposals must be made in writing, addressed to the Norman Municipal Authority and filed with the Purchasing Agent before the time set for opening proposals. After other proposals are opened and read, the proposal for which withdrawal is properly requested and granted will be returned unopened.

202.09 - OPENING OF PROPOSALS

The proposals filed with the Purchasing Agent will be opened at the time stated in the Advertisement and shall thereafter remain on file in the office of the Purchasing Agent two (2) days before any Contract will be entered into, based on such proposals. Bidders are invited to attend the opening of the proposals.

202.10 - IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of forms, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the Authority reserves the right to waive technicalities as to changes, alterations or reservations and make the award in the best interest of the Authority.

202.11 – REJECTION OF PROPOSALS

The Authority reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected for any of the following specific reasons:

- a. Proposal received after time limit for receiving proposals as stated in the Advertisement.
- b. Proposal prices obviously unbalanced.
- c. Summation of proposal prices on any one project above the Engineer's estimate of cost for such project.
- d. Proposal containing any irregularities.

202.12 – DISQUALIFICATION OF BIDDERS

Bidders will be disqualified and their proposals not considered for any of the following specific reasons:

- a. Where more than one proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such proposals are not identical in every respect.
- b. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated or materials to be furnished.
- c. Reason for believing that collusion exists among the Bidders.
- d. The Bidder being in arrears on any existing Contracts, interested in any litigation against the Authority, or having defaulted on a previous Contract.
- e. Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.
- f. Uncompleted work, in the judgment of the Authority, will hinder or prevent the prompt completion of additional work, if awarded.

202.13 – FALSE INFORMATION AFFIDAVIT

Each bidder must submit with the bid proposal a "False Information Affidavit" which states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the Authority.

SECTION 203 – AWARD AND EXECUTION OF CONTRACT

203.01 - CONSIDERATION OF PROPOSALS

After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximate estimate. Until the final award of the Contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interest of the Authority will be promoted thereby.

203.02 - AWARD OF CONTRACT

The Authority reserves the right to withhold the award of the Contract for a reasonable period of time from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low Bidder. No Contract will be awarded until at least 24 hours after opening the proposals. The awarding of the Contract shall give the Bidder no right of action or claim against the Authority upon such Contract until the execution of the Contract shall have been completed and the Contract delivered to the Contractor. The Authority reserves the right to award all or any portion of the work.

203.03 - RETURN OF PROPOSAL GUARANTY

As soon as the proposal prices have been compared, the Authority may, at its discretion, return the proposal guaranties accompanying those proposals which, in its judgment would not be considered in making the award. After the award is made, only the successful Bidder's check will be retained until the required Contract and Bonds have been executed, after which it will be returned to the Bidder. Should the awarding of the Contract be delayed more than thirty (30) days, all Bidders' checks will be returned, unless such delay is from causes beyond the control of the Authority, and, in such event, the proposal and Bidder's check, of any Bidder, will be returned at the Bidder's option.

203.04 – SURETY BONDS

With the execution of delivery of the Contract, the Contractor shall furnish and file with the Authority in the amounts required, the following surety bonds:

- a. A good and sufficient Performance Bond in an amount equal to one hundred (100%) percent of the approximate total amount of the Contract, guaranteeing the full and faithful execution of the work and performance of the Contract and for the protection of the Authority and all property owners interested against any damage by reason of negligence of the Contractor, or the improper execution of the work of the use of inferior materials.
- b. A good and sufficient Statutory Bond in an amount equal to one hundred (100%) percent of the approximate total amount of the Contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvements.
- c. A good and sufficient Maintenance Bond in an amount equal to one hundred (100%) percent of the total amount of the Contract, guaranteeing the maintenance in good condition of such improvements for a period to one (1) year from and after the time of the completion and acceptance by the City of said improvements.

No Surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the Authority. All bonds shall be made on forms furnished by the Authority and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Authority. Each bond shall be executed by the Contractor and the Surety. Should any Surety on the Contract be determined unsatisfactory at any time by the Authority, notice will be given to the Contractor to that effect, and the Contractor shall forthwith substitute a new Surety or Sureties satisfactory to the Authority. No payment will be made under the Contract until the new Surety or Sureties, as required, have qualified and been accepted by the Authority. The Contract shall not be operative nor shall any payments be due until approval of the bonds has been made to the Authority.

203.05 – EXECUTION OF CONTRACT

The person or persons, partnership, company, firm, or corporation to whom the Contract is to be awarded, shall sign the necessary agreements entering into the required Contract with the Authority and execute and deliver the required bonds.

No Contract shall be binding on the City until it has been approved by the City Attorney, executed by the Authority, and delivered to the Contractor.

203.06 – FAILURE TO EXECUTE CONTRACT

Upon failure of the Bidder to execute the required bonds or to sign the required Contract after the Contract is transmitted to the Contractor, he will be considered to have abandoned his proposal. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the Authority would be put by reasons of said Bidder's failure to execute said Bonds and Contract, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the Authority will suffer by reason of such failure on the part of the Bidder and shall thereupon be retained by the City as liquidated damages. The filing of a proposal will be considered as an acceptance of this provision.

Time is of the essence. The Parties stipulate that the damage for failure to complete the project within the designated Substantial Completion date is \$500 per day, including \$500 per day for each day exceeding 30 past the Substantial Completion date.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed, in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Authority Chairperson of the Norman Municipal Authority.

CONTRACTOR	
By: Com Jugs	Corporate Seal, where applicable:
Name: Arean Spups	
Title: VP-OKC	
ATTEST:	
By: <u>Project Engineer</u> Title: <u>Project Engineer</u>	
Title: Project Engineer	
Contract Affidavit	
COUNTY OF DELAHOUA	
*)
ACREON STUDPS	of lawful age, being first duly sworn, on
oath says that (s)he is the agent authorized by CONT	RACTOR to submit the above CONTRACT
to the CITY. Affiant further states that CONTRACTO to pay the above CONTRACT or give or donate to an	UR has not paid, given, donated, or agreed
money or other thing of value, either directly or indir	
	• • • • • • • • • • • • • • • • • • • •
	25
	Signature
4	
Submitted and sworn to before me this day of	<u>Dec.</u> , 2021.
Ronald Smith	
Notary Public	MINISTER SALVAN
Commission Number: 21003738	#21003738 #21003738 #21003738 #21003738 #21003738
My Commission Expires: 03/18/25	OF OK And

OWNER	
By:Breea Clark, Chairperson	
ATTEST:	
By:Brenda Hall, Secretary	
Brenda Han, Secretary	
Approved as to form and legality this day of	, 2021.
	City Attorney

File Attachments for Item:

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-82: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND NORMAN REGIONAL HOSPITAL AUTHORITY FOR THE DEVELOPMENT OF THE PORTER HEALTH VILLAGE AND CONVEYANCE OF PROPERTY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Kathryn Walker

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR

POSTPONEMENT OF CONTRACT K-2122-82: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND NORMAN REGIONAL HOSPITAL AUTHORITY FOR THE DEVELOPMENT OF THE

PORTER HEALTH VILLAGE AND CONVEYANCE OF PROPERTY.

BACKGROUND:

Norman voters approved the Norman Forward Quality of Life Projects Sales Tax of 2015, which provided a one-half (1/2) percent sales tax dedicated to fund a number of Quality of Life projects, including a Senior Citizen's Center (Senior Wellness Center Facility, or the "Facility"). The City approved a contract with Frankfurt-Short-Bruza Associates ("FSB") in August of 2019 for the design of the Facility. Initially, FSB was developing designs for a facility within the \$7.6 million budget, with proposed additional phases should funding become available in the future. On October 29, 2020, Council allocated an additional \$4.8 million towards the Facility project with funds that were freed up after the City received federal reimbursements for other unrelated previously budgeted expenses.

After the increase in funding, the City approved an amendment to FSB's contract to accommodate the design and construction of the Facility in a single phase on an approximately 4.7-acre site in the southeast corner of the Norman Regional Hospital's (NRH) Porter Avenue Wellness Village Campus (the "Porter Campus"). In November 2020, Staff released a Request for Proposals related to the operation of the Facility. The City approved a memorandum of understanding ("MOU") with Healthy Living & Fitness, Inc. for the operation of the Facility on April 13, 2021.

Approximately 12 acres of the Porter Campus is owned by the City, which leases the land to NRH at no cost for the operation of a hospital. At the same time, discussions were occurring about locating the Facility on the southeast corner of the Porter Campus, discussions were also occurring between the City and NRH about property owned by NRH located at 718 N. Porter Avenue. As the Porter Campus redevelops, NRH will no longer have a need for the 718 N. Porter property and has expressed an interest in conveying it to the City. The City has expressed interest in receiving the property. A variety of uses have been proposed, including a permanent night shelter, a sobering center, and a resource center. It is thought that the Strategic Homeless Plan being developed by Homebase, Inc. (Contract K-2021-79) will provide the City with more

information about the best uses for this property. Other services could include City-based storage and/or a small business incubator.

These discussions resulted in an MOU with NRH to set up a framework for future development of the Porter Campus and the transfer of land between the parties. The MOU was approved by the parties in August 2021 and contemplated the negotiation and execution of a Purchase and Sale Agreement ("PSA").

DISCUSSION:

The PSA is consistent with the MOU previously approved by the parties. It contemplates a land swap, where the City would transfer its Porter Campus property to NRH in exchange for retaining the Senior Center tract and for the transfer of 718 N. Porter to the City. A map showing the current ownership of the parcels on the Porter Campus is attached to the PSA as Exhibit A. In the event the values do not offset equally, including the land needed for the City's Porter expansion project, the MOU provided that payment will be made to offset the value of the conveyances. Since the MOU was adopted, the preliminary plat has been developed which encompasses sufficient right of way and easements to accommodate the Porter Project. Based on appraised values of the City owned land being transferred to NRH, valued at \$2,540,000, 718 Porter, valued at \$1,240,000, and the transfer of the 4.01 acre Senior Site, valued using the appraisal of the City owned land at \$873,378, the offset due to the City upon closing is \$426,622.

The City and NRH are joint applicants for the preliminary plat and rezoning that is necessary to redevelop and redesign the Porter Campus in accordance with the site plan attached to the PSA as Exhibit B. The Preliminary Plat is attached as Exhibit D. The rezoning and plat applications were heard at the Planning Commission meeting of December 9, 2021, and will be considered by Council in January 2022. Each party is responsible for its own development costs related to their respective parcels, including the costs of final platting. Additionally, the parties will work together with the Norman Arts Council for project development, selection, execution, and installation of public art.

With the approval of this agreement, the parties will finalize the title work associated with the land swap and move forward with a closing to effectuate the swap.

RECOMMENDATION:

This agreement is a critical next step towards the construction of the Senior Wellness Center. Staff recommends approval of the Purchase and Sale Agreement (Contract K-2122-82).

PURCHASE AND SALE AGREEMENT

	THIS I	PURCHAS	E AND SA	ALE A	GREEME	NT (the "	Agreemer	<u>ıt</u> ") is n	nade as	s of
this	_ day of _		, 2021	(the	"Effective	Date"),	between	THE (CITY	OF
NORMAN	I, OKLAH	OMA, an O	Oklahoma	munici	pal corpor	ation (he	reinafter 1	eferred	to as	the
"City"), an	nd the NOR	MAN REC	GIONAL I	HOSPI	TAL AUT	HORITY	, a public	trust (h	ereina	fter
referred to	as "NRHS	", together	with the Ci	ity, the	"Parties" a	and each	one a "Par	<u>ty</u> ").		

RECITALS:

- A. The City and NRHS are parties to a Memorandum of Understanding Concerning Porter Health Village dated effective August 10, 2021 (the "MOU"), regarding, among other things, the purchase, sale, and development of certain real property located in the City of Norman, Cleveland County, Oklahoma for the construction of the NRHS's Porter Health Village and the City's Senior Wellness Center.
- B. NRHS currently operates Norman Regional Hospital at 901 N. Porter Avenue, on a campus of approximately 29.3 acres (the "<u>Porter Campus</u>"), NRHS owns approximately 17.1 acres and improvements located thereon in the Porter Campus. The City owns approximately 12.2 acres in the Porter Campus. Additionally, NRHS owns the personal property and all building and site improvements located at 718 N. Porter Avenue (the "<u>718 Property</u>"). The current ownership of the foregoing parcels is shown on <u>Exhibit "A"</u> attached as a part hereof.

AGREEMENTS:

NOW, THEREFORE, in consideration of the covenants contained herein and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and NRHS agree as follows:

- 1. Purchase and Sale of Land. On the Closing Date each Party will convey all of their right, title and interest in and to certain real property and improvements thereon to the other Party such that NRHS will ultimately own the real property and improvements labeled "NRHS Tract" on Exhibit "B" attached as a part hereof (also known as the "Site Plan") and the City will own (i) the real property and improvements labeled the "Senior Tract" on Exhibit "B" attached hereto and (ii) the 718 Property. The legal descriptions for the NRHS Tract and the Senior Tract (together, referred to herein as the "Porter Campus") will be determined by the Survey to be conducted during the Due Diligence Period, subject to final approval by NRHS and the City. The Senior Tract shall be delivered to the City at closing free from any vertical buildings, improvements, but no other improvements, including, without limitation, any subsurface improvements, shall be removed. The NRHS Tract, Senior Tract, and 718 Property may be referred to collectively herein as the "Properties".
- 2. <u>Purchase Price</u>. Subject to the adjustments and prorations herein described, NRHS shall pay the sum of \$426,622.00 to the City on the Closing Date ("<u>Purchase Price</u>"). Such value is determined in accordance with the values contemplated in the MOU, such as in Sections II.9 and III.2 of the MOU. The Parties acknowledge that: (a) the City needs various permanent easements,

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temporary easements, as well as additional proposed rights-of-way and public easements along the east side of N. Porter Avenue (as shown on "Exhibit "D"), all in relation to the Porter Avenue Street Project (together, the "Easements"); and (b) except for the Easements and other public easements and rights-of-way shown on the Preliminary Plat of the Porter Campus, as shown and as dimensioned on the Preliminary Plat as attached hereto as Exhibit "D", no additional or larger rights-of-way or easements or areas of such shall be required by the City of NRHS as it relates to this transaction or through the Porter Avenue Street Project, specifically including but not limited to any larger or wider rights-of-ways that would be required along Porter Avenue pursuant to Chapter 19, Subdivision Regulations of the City Code and with the City's adopted Engineering Design Criteria to adhere to provisions herein and to allow the dimensions of right-of-way and easements as has been submitted on the proposed Preliminary Plat. The Closing Funds shall be paid on the Closing Date, in cash, cashier's check or other immediately available funds, subject to the prorations set forth below.

- 3. <u>Due Diligence Period</u>. In order to develop the Porter Campus into the Parties' desired layout and ensure the Parties' desired uses for the Senior Tract and NRHS Tract are permissible as a matter of right, the Parties shall work in good faith jointly to rezone the Porter Campus to a Planned Unit Development ("PUD"). Similarly, in order to develop the Porter Campus into the Parties' desired layout and to ensure the Parties' desired plan for utilities, easements, rights-of-way, curb cuts, access, traffic circulation, roads, parking, landscaping, drainage, storm water, and other public and/or private improvements for the Senior Tract and NRHS Tract as permissible as a matter of right, the Parties shall work in good faith jointly to create and submit a preliminary plat for the Porter Campus (the "Preliminary Plat"). Commencing on the Effective Date and ending on a date sixty (60) days later (the "Due Diligence Period"), the Parties will diligently work together to obtain the necessary development approvals in order to allow the Parties to develop the Porter Campus in substantial compliance with the Site Plan, including, but not limited to, an approved Preliminary Plat, PUD, vacation of certain public easements/rights-ofway, and all other required approvals from the Norman City Council or other applicable governmental agency (the "Approvals"). During the Due Diligence Period, the Parties shall obtain an ALTA survey for the Porter Campus (the "Survey"). The Site Plan, subject to NRHS' reasonable adjustments, modifications, or alterations thereto for the NRHS Tract and subject to the City's reasonable adjustments, modifications, or alterations thereto for the Senior Tract, will be attached to the PUD and Preliminary Plat documents, and submitted with the applications for the Approvals. NRHS shall propose and apply for the allowable uses, area restrictions, and other development criteria for the NRHS Tract that will be included in the PUD application. The City shall propose and apply for the allowable uses, area restrictions, and other development criteria for the Senior Tract that will be included in the PUD application. The Parties understand and agree that the applications for the Approvals are subject to review and approval by the Norman City Council. In the event that either of the parties is unable to obtain PUD or Preliminary Plat approvals in a form that is satisfactory to either party in either party's sole discretion as to their applicable Tract, then either party shall have the right but not the obligation to terminate this Agreement, and in such event neither party shall have any further rights or obligations in this Agreement.
- 4. <u>Title; Title Curative.</u> During the Due Diligence Period, the Parties will diligently work together to obtain and review preliminary binders (each a "<u>Title Commitment</u>", and together the "<u>Title Commitments</u>") for the Properties for the issuance of an ALTA Form B owner's title

insurance policy (the "<u>Title Policy</u>") for each parcel of land, together with legible copies of all instruments creating an exception to the title to the land. The Title Commitments will be issued by First American Title Company, located at 421 N.W. 13th Street, Suite 320, Oklahoma City, Oklahoma 73103 (the "<u>Title Insurer</u>"). The Parties hereby agree to take all necessary actions, including, but not limited to supporting and joining in title curative actions as co-applicants or copetitioners to pursue vacation of rights-of-way, vacation of alleyways, and quiet title actions, and as well as all other actions necessary to obtain marketable fee title to the Properties. The Parties will take all necessary actions to satisfy all items set forth on Schedule B, Part I requirements of the Title Commitments of their respective portion of the Properties in a timely manner. So long as the Parties are diligently pursuing all curative actions set forth herein, the Parties hereby agree to extend the Due Diligence Period by that amount of necessary to complete all title curative actions.

City Infrastructure Costs. The City shall be entirely responsible for its proportional share of infrastructure costs necessary to make the Senior Tract usable, except as otherwise provided herein, including, but not limited to, all costs and expense of platting, quiet title actions, zoning, planning, engineering, designing, permitting, installing, constructing, inspecting, studying, accessing, bringing access to, and accepting all allowable uses, infrastructure, and items of improvements included in the preliminary and final plats of the Senior Tract, and its share of all items necessary for the City as related to zoning, planning, engineering, designing, permitting, installing, constructing, inspecting, and operating the City's intended use on the Senior Tract, and all access improvements for the Senior Tract streets, sidewalks, sanitary sewer, water, storm water facilities, drainage, grading, siltation control, street lights, street signage, electrical, gas, telecommunications, fire protection and hydrants, public transit, traffic improvements and impact fees as against the Senior Tract, utilities, traffic controls and signalization, recoupment expenses and fees and assessments of all types as against the Senior Tract, and all other public improvements that are necessary to create the Senior Tract into a lot and block parcel(s) that is ready for a building permit (collectively, "City Infrastructure Improvements"). The City Infrastructure Improvements shall include, but not be limited to, sufficient storm water drainage improvements and facilities, such as culverts and other systems, to allow storm water to freely drain without obstructing the use, enjoyment, and development of the NRHS Tract. The City shall work in collaboration with NRHS' engineers to verify that all City Infrastructure Improvements are sized and designed properly to accommodate all required drainage for the Senior Tract. NRHS shall not be obligated to make any infrastructure improvements on the NRHS Tract to facilitate the City's completion of the City Infrastructure Improvements or development of the Senior Tract. The City is solely responsible for all costs and expenses of every kind associated in any manner with the development, construction, improvement, use, planning, engineering, surveying, design, architecture, platting, zoning, permitting, inspection, studying, management, operation, and otherwise of the Senior Tract. Any attempt by the City to seek any recoupment, reimbursement, assessment, lien, condemnation, eminent domain, claims, charges, or recapture, or any other form of collection against NRHS, the NRHS Tract, or any of NRHS' other property for any cost or expense applicable to or arising out of the City Infrastructure Improvements, the City's expected construction of the Senior Wellness Center, or any other items applicable to or arising out of the City's development and use of the Senior Tract, shall be deemed a material breach of this Agreement by the City.

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- NRHS Infrastructure Costs. NRHS shall be entirely responsible for all infrastructure costs necessary to make the NRHS Tract usable, including, but not limited to, all costs and expense of planning, engineering, designing, permitting, installing, constructing, inspecting, and accepting all infrastructure and items of improvements included in the preliminary and final plat of the NRHS Tract, and all items necessary for NRHS to construct and operate NRHS' intended use on the NRHS Tract, and all streets, sidewalks, sanitary sewer, water, storm water facilities, and drainage, grading, siltation control, street lights, street signage, electrical, gas, telecommunications, fire protection and hydrants, public transit, traffic improvements and impact fees as against the NRHS Tract, utilities, traffic controls and signalization, recoupment expenses and fees and assessments of all types as against the NRHS Tract, and all other public improvements that are necessary to create the NRHS Tract into a lot and block parcel(s) that is ready for a building permit (collectively, "NRHS Infrastructure Improvements"). The City shall not be obligated to make any infrastructure improvements on the Senior Tract to facilitate NRHS' completion of the NRHS Infrastructure Improvements or development of the NRHS Tract. NRHS is solely responsible for all costs and expenses of every kind associated in any manner with the development, construction, improvement, use, planning, engineering, surveying, design, platting, zoning, permitting, inspection, studying, management, operation, and otherwise of the NRHS Tract.
- 7. Preliminary and Final Plats. The City shall collaborate with NRHS on all plat related applications, plans, engineering, surveys, title work, filings, and any submittals related thereto. Such plats shall comply in all respects with the requirements set forth in Chapter 19, Subdivision Regulations of the City Code and with the City's adopted Engineering Design Criteria in effect at the time of application, except as set forth in Paragraph 2 above. If the City plans upon utilizing any portion of any private common area facilities or private infrastructure on the plat or elsewhere to meet the City's platting requirements, or intends to utilize any such facilities or common area facilities within the Porter Campus, if any, including but not limited to facilities such as off-site storm water conveyance and detention/retention, or other utility or street access facilities, then the City shall pay all of the City's ongoing proportionate share of such common area maintenance, repair, replacement, management, and operation costs. Such proportionate share shall be calculated in the same manner described below for the Mutual Development Costs. If restrictive covenants are necessary, in NRHS' discretion, to secure and obligate the City's proportionate share payments of shared common area facilities, then the City agrees that such mutually agreeable restrictive covenants consistent with this Agreement shall be applied to the Senior Tract.
- 8. <u>Mutual Development Costs</u>. In the event that any costs or expenses incurred by the Parties in order to achieve the Parties' desired development and conveyances contemplated herein are not directly attributable to either the Senior Tract or the NRHS Tract (the "<u>Mutual Development Costs</u>"), the Parties shall split the Mutual Development Costs in proportions equal to the proportion that the gross square footage of surface land area of their respective tracts bear to the square footage of the entire Porter Campus. The Mutual Development Costs may include, but are not limited to, costs incurred in preliminary platting, final platting, replatting, rezoning, abstracting, surveying, engineering, designing, planning, vacating, judicially determining ownership, or otherwise preparing the Porter Campus for the development and conveyance contemplated herein.

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- 9. <u>Public Art</u>. The Parties desire to include high quality public art within the Porter Campus (the "<u>Public Art</u>"), as part of the development contemplated herein. The Parties acknowledge that the City, pursuant to Ordinance O-1516-5 and as approved by the voters, has budgeted an amount equivalent to one percent (1%) of the anticipated construction budget for the Senior Wellness Center for a public art project located on the Senior Tract, with the final location to be determined by City Council. The Parties acknowledge that the City has contracted with the Norman Art's Council to administer its Norman Forward public art program, and intends to do the same for the Senior Wellness Center Public Art. The Parties further acknowledge that NRHS desires to install Public Art on the Porter Campus to honor NRHS' history of over 75 years of life saving care on the Porter Campus and commemorate NRHS' service to the Norman community during the COVID-19 pandemic. The Parties may opt to combine its resources for a joint Public Art project in which case it will work together to mutually determine the location, design, cost, expense, timing, and installation of the Public Art.
- 10. <u>NRHS's Representations and Warranties</u>. NRHS hereby represents and warrants to the best of NRHS's actual direct firsthand knowledge and belief, as per its CEO, the following:
 - (a) This Agreement has been authorized by all necessary action of the governing body of NRHS and NRHS has full authority and right to enter into this Agreement and proceed to fulfill its terms.
 - (b) NRHS is not aware of having been notified, orally or in writing, and is not aware of any instances in which the Senior Tract or the 718 Property is in violation of any codes, statutes, ordinances, or regulations;
 - (c) All bills, invoices, and claims have been or will be paid prior to Closing, such as any amounts due that could result in a lien against the Senior Tract or the 718 Property if not paid;
 - (d) NRHS is not aware of being subject to or bound by any judgment, decree, injunction, or other court order in respect to the Senior Tract or the 718 Property; and
 - (e) NRHS is not aware of any action, suit or proceeding before any court or governmental agency or authority pending, or threatened against NRHS in written correspondence to NRHS that would adversely affect any portion of the Senior Tract or the 718 Property or the ability of NRHS to convey good and marketable title to the Senior Tract or the 718 Property, or that would limit the City's ownership and control or rights to use the Senior Tract or the 718 Property after the Closing, and subject to any quiet title or other title curative actions as may be contemplated herein.

NRHS's representations and warranties herein shall survive for the benefit of the City for a period of one (1) year after the Closing.

- 11. <u>The City's Representations and Warranties</u>. The City hereby represents and warrants to the best of the City's actual direct firsthand knowledge and belief, the following:
 - (a) This Agreement has been authorized by all necessary action of the governing body of the City and the City has full authority and right to enter into this Agreement and proceed to fulfill its terms.
 - (b) The City is not aware of having been notified, orally or in writing, and is not aware of any instances in which the NRHS Tract is in violation of any codes, statutes, ordinances, or regulations;
 - (c) All bills, invoices, and claims on behalf of the City, have been or will be paid prior to Closing, such as any amounts due that could result in a lien against any portion of the NRHS Tract if not paid;
 - (d) The City is not aware of being subject to or bound by any judgment, decree, injunction, or other court order in respect to the NRHS Tract; and
 - (c) The City is not aware of any action, suit or proceeding before any court or governmental agency or authority pending, or threatened against the City (in written correspondence to the City) that would inhibit or prevent the City from entering into this Agreement and fulfilling its terms, or that would limit the NRHS's ownership and control or rights to use the NRHS Tract after the Closing, and subject to any quiet title or other title curative actions as may be contemplated herein.

The City's representations and warranties herein shall survive for the benefit of NRHS for a period of one (1) year after the Closing.

- 12. Condition of Land and Disclaimers by NRHS and the City; Release.
 - (a) Disclosure of a Recognized Environmental Condition. acknowledges the existence of a Recognized Environmental Condition ("REC") on the NRHS Tract; namely, two underground storage tanks containing diesel fluid. NRHS has notified the City that one 8,000-gallon tank is located on the south side of its power plant and one 4,000-gallon tank is located on the north side of its power plant. NRHS certifies that both tanks are fully protected, registered, monitored, and inspected on an annual basis by the State of Oklahoma and that NRHS, its successors and assigns, are solely responsible for the maintenance and operation of the storage tanks and the environmental impact thereof, including, but not limited to, migrating contamination and vapor intrusion, provided that the City shall be responsible for any damages or required mitigation resulting from the City's negligence during construction or use of the Senior Tract. The provisions of this Paragraph 12(a) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this

Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing

(b) The parties acknowledge and agree that, except as expressly set forth in this Agreement or in any of the documents delivered at Closing, as applicable, neither party, nor any other Covered Party (as hereinafter defined), have made, and except as expressly set forth in this Agreement or in any of the documents delivered at Closing, the parties are not liable or responsible for, or bound in any manner by, and hereby expressly disclaims, any express or implied representations, warranties, covenants, agreements, obligations, guarantees, statements, information, or inducements pertaining to the Properties or any part thereof, the title and physical or environmental condition thereof the quantity, character, fitness and quality thereof, the merchantability, fitness for a particular purpose, the income, expenses or operation thereof, the value and profitability thereof, the uses which can be made thereof (including, without limitation, the construction of either parties' intended uses), the legality of either parties' intended use for the Properties under the City of Norman's current zoning ordinances affecting the Properties, or any other matter or thing of whatsoever kind or nature with respect thereto. The parties further acknowledge, agree, represent, and warrant that each party has assumed the duty to inspect the Properties as provided for in this Agreement, and thereby assumes any and all liabilities or obligations relating to any physical or environmental condition of that portion of the Porter Campus such party is acquiring whatsoever as of the Closing Date. The parties agree to solely assume the duty to conduct and to rely exclusively on their own inspections of the Properties. The delivery of surveys, title reports, inspections, plans, specifications, or other information, if any, pursuant to this Agreement shall not constitute a representation by such party that such information is current, correct, accurate, whole, or complete. It has been and remains the responsibility of each party, at their sole cost and expense, to satisfy itself as to the condition of the Properties including, without limitation: (i) the nature and condition of the Properties, including but not limited to the water, soil, geology, drainage, topography, flora and fauna and the suitability thereof, and of the Properties for any and all activities and uses which such party may elect to conduct thereon, or any improvements such party may elect to construct thereon, income to be derived therefrom or expenses to be incurred with respect thereto, or any obligations in any other manner relating to or effecting the same; (ii) the nature and extent of any easement, right-of-way, lien, encumbrance, license, reservation, condition, or otherwise; (iii) the presence or absence of any environmentally-threatened species; (iv) the presence or absence of any environmental hazardous substance or material and the compliance of the Properties or the operation of the Properties with any laws, rules, ordinances or regulations of any government or any regulatory bodies; (v) geological conditions, including, without limitation, subsidence, subsurface conditions, water, cable, underground water reservoirs, limitations regarding withdrawal of water and faulting; (vi)

whether or not, to the extent to which the Properties or any portion thereof, is affected by any stream (surface or underground) body of water, floodprone area, flood plain, flood way or special flood hazard; (vii) drainage; (viii) soil conditions, including but not limited to the existence of instability, past soil repairs, soil additions or conditions of soil fill or susceptibility to landslides or the sufficiency of any undershoring; (ix) zoning to which the Land and any portion thereof may be subject; and (x) availability of any utilities to the Properties or any portion thereof. Upon the Closing, each party shall assume the risk that adverse matters, including, but not limited to, construction defects and adverse physical and environmental conditions not otherwise disclosed herein, may not have been revealed by such party's investigations of the Properties. Without limiting the foregoing, the parties hereby expressly acknowledge and agree that, except as expressly set forth in this Agreement or in any of the documents delivered at a Closing, each party is purchasing their respective portion of the Properties as of the Closing Date in its "AS-IS and WHERE-IS" condition WITH ALL **FAULTS**. The provisions of this Paragraph 12(b) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing.

(c) Without limiting the provisions of Paragraph 12(b), above, and except as expressly set forth in this Agreement or in of the documents delivered at any Closing, each party, upon Closing, fully and completely releases the other party and (as the case may be) such other parties' shareholders, officers, members, directors, owners, partners, managers, employees, agents, consultants, contractors, attorneys, brokers, and representatives any and all claims, demands, causes of action (including but not limited to causes of action in tort), losses, damages, liabilities, injuries, deaths, costs and expenses (including but not limited to attorneys' fees and disbursements, expert witnesses, discovery expenses, and court costs, whether the suit is instituted or not) of any and every kind, nature or character, whether known or unknown, liquidated or contingent (hereinafter collectively called the "Claims") arising from or relating to any matters set forth in this Paragraph 12 and as relating to: (i) any physical conditions, violations of any applicable laws (including, without limitation, any environmental laws) or any and all other acts, omissions, events, circumstances or matters regarding said Properties; or (ii) any other conditions, including, without limitation, environmental and other physical conditions affecting said Properties, whether the same are a result of negligence of such other party or otherwise. The release set forth in this Paragraph 12(c) specifically includes, but is not limited to, any claims under any environmental laws of the United States, the State of Oklahoma, or any political subdivision thereof, as any of those laws may be amended from time-to-time, and any regulations, orders, rules or procedures or guidelines promulgated in connection with such laws, regardless of whether they are

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in existence on the date of this Agreement. The parties acknowledge that each party has been represented by independent legal counsel of such parties' selection, and each party is granting this release of its own volition and after consultation with such parties' counsel. Except as otherwise expressly provided in this Agreement, each party acknowledges that any condition of the Properties that such party discovers or desires to correct or improve after the Closing Date shall be at such parties' sole expense. The provisions of this Paragraph 12(c) shall expressly survive all Closings and the delivery of the Deed hereunder, or the earlier termination of this Agreement, for all purposes and shall not be deemed to have merged into any of the documents executed or delivered at any Closing.

- 13. Confidentiality of Inspection Matters. The Parties acknowledge that in the course of performing due diligence of any portion of the Properties, the Parties may provide to each other information that is nonpublic, confidential or proprietary in nature. The Parties agree to maintain the confidence of all information delivered by the other Party and not to disclose or use any information provided by the other Party for any purpose other than evaluating the Properties. The Parties agree that no such information will be accepted into the possession of the other Party in any form or means that would make the information a public record and publicly available. Further, the Parties agree to waive, discharge, release, and hold harmless, each other and each Parties' shareholders, officers, members, directors, owners, partners, managers, employees, agents, consultants, contractors, attorneys, brokers, and representatives (collectively with each Party, the "Covered Parties"), harmless from and against any and all losses, costs, damages, demands, liens, claims, liabilities, injuries, deaths, or expenses (including, but not limited to, attorneys' fees incurred, regardless of whether litigation is ever commenced) incurred by any Covered Party arising from or related to any of Parties' due diligence or inspections hereunder.
- 14. <u>Closing</u>. This Agreement shall close (the "Closing") five (5) business days after expiration of the Due Diligence Period (the "<u>Closing Date</u>"), such Closing to take place at the offices of the Title Insurer at such time to be mutually determined by NRHS and the City. But in no event shall the Closing take place later than ninety (90) days after the end of Due Diligence Period, unless agreed to extend by the Parties.
- 15. Post-Closing Agreement. The Parties shall enter into an agreement at Closing that sets forth various post-closing obligations and responsibilities of the Parties as it relates to the Properties (the "Post-Closing Agreement"), including, without limitation, temporary construction easements, final platting of the Porter Campus, cross-access and maintenance agreements as it relates to the use by the City of certain parking lots owned by NRHS for access to the Senior Tract from the west, and all costs and expenses in connection with remaining Mutual Development Costs, and with relocating or installing utilities in, under, or on the Porter Campus. Numerous utilities shall be relocated and/or installed on the Porter Campus to facilitate the development of the Porter Campus. The costs associated with the relocation shall be paid by the Parties in accordance with the terms herein such as to Mutual Development Costs or as to specific costs of each Tract is unique and applicable only to a Party's Tract. Prior to the end of the Due Diligence Period, the Parties will diligently pursue in good faith, a draft of the Post-Closing Agreement.

- 16. <u>Deliveries</u>. At the Closing, each Party shall deliver or cause to be delivered to the other Party and/or the Title Insurer, as applicable, the following, each fully executed, attested, sworn to, and acknowledged (where appropriate):
 - (a) <u>Special Warranty Deed</u>. A Special Warranty Deed duly executed by the Party in substantially the form of <u>Exhibit "C"</u> attached hereto (the "<u>Deed</u>") conveying such portions of the Properties to the other Party as set forth herein, subject to only those exceptions approved by grantee Party.
 - (b) <u>Purchase Price</u>. The Purchase Price, subject to the prorations as provided for in this Agreement, by cashier's check or by wire transfer of immediately available United States funds.
 - (c) <u>FIRPTA Affidavit</u>. An affidavit in form and substance satisfactory to Title Company stating that the respective Party is not a "foreign person" as defined in Section 1445 of the Internal Revenue Code and implementing regulations.
 - (d) <u>Proof of Authority</u>. Such evidence as to the authority of each Party to enter into this Agreement and to discharge the obligations of such Party pursuant hereto as the other Party and the Title Company shall reasonably require.
 - (e) <u>Closing Statement</u>. The document prepared by the Title Company (the "<u>Closing Statement</u>") to be duly executed by each Party to record the proration of receipts and disbursements relating to the Porter Campus, the payment of the costs of performing this Agreement and the corresponding adjustment, if any, of the Purchase Price.
 - (f) <u>Additional Documents</u>. Such additional documents, including lien and possession affidavits, as may be reasonably requested by each Party and the Title Company to consummate this Agreement.
 - (g) Post-Closing Agreement. In final form, mutually agreed to by the Parties.
- 17. <u>Possession</u>. Possession of the NRHS Tract shall be given to NRHS on the Closing Date, free from all parties claiming a right to possession or having claims against the NRHS Tract, other than as claimants under only the exceptions to title stated in the Title Commitment approved by NRHS. Effective on the recording of the Deed, the beneficial ownership and the risk of loss of the NRHS Tract shall pass to NRHS. Possession of the Senior Tract and the 718 Property shall be given to the City on the Closing Date, free from all parties claiming a right to possession or having claims against the Senior Tract and the 718 Property, other than as claimants under only the exceptions to title stated in the Title Commitment approved by the City. Effective on the recording of the Deed, the beneficial ownership and the risk of loss of the Senior Tract and the 718 Property shall pass to the City.
- 18. <u>Leases</u>. The parties shall terminate any existing leases or service agreements covering any portion of the Porter Campus effective as of the Closing Date, unless and except such

lease or agreement as a Party may choose to continue forward as it applies to such Party's particular Tract.

- 19. <u>Prorations</u>. All receipts and disbursements relating to the Porter Campus shall be prorated at the Closing as of 11:59 p.m. on the day preceding the Closing Date, and the Purchase Price of the Porter Campus shall be adjusted as provided in the Closing Statement.
- 20. <u>Taxes</u>. All ad valorem taxes and installments of special assessments, if any, to the extent they had vested and become due for the calendar years preceding the year in which the Closing Date occurs shall be paid by Seller. All ad valorem taxes and installments of special assessments, if any, for the calendar year in which the Closing occurs shall be prorated to the Closing Date based on the latest available tax rate and assessed valuation. To the extent applicable, Buyer shall pay all ad valorem taxes from and after the date of Closing.
- 21. <u>Closing Costs</u>. Unless otherwise stated herein, the costs of these transactions shall be borne, such that each Party is responsible for all of their own closing costs, including, without limitation, the closing fee, the title examination, title commitment, title insurance premium, all for that portion of the Porter Campus being purchased, all curative title work relative to that portion of the Porter Campus said Party is purchasing, documentary tax stamps allocated to that portion such Party is selling, and recording fees. Additionally, each party is responsible for the fees and expenses of their own attorneys' any other professionals assisting them in the transaction.
- 22. <u>Condemnation; Casualty</u>. In the event of actual or threatened condemnation or damage to or destruction of all or any part of the Porter Campus prior to the Closing Date, the Parties hereby agree to negotiate in good faith, a reduction of the value, which in turn may affect the Purchase Price.
- 23. <u>Default; Remedies</u>. If either Party fails to perform such party's obligations under this Agreement (except as excused by the other Party's default), the Party claiming default will make written demand for performance. If such Party fails to comply with such written demand within thirty (30) days after receipt thereof, the other Party will have the option to waive such default, to demand specific performance, to exercise any other remedy available at law or in equity, or to terminate this Agreement. Except as otherwise set forth herein, on such termination, the Parties will be discharged from any further obligations and liabilities under this Agreement. However, in no event and under no circumstance, will either party be liable for (and the PARTIES HEREBY COMPLETELY AND UNCONDITIONALLY WAIVE, RELEASE, DISCHARGE, SURRENDER AND REFUSE ALL RIGHTS TO any speculative, treble, special, recission, cumulative, consequential, non-economic, or punitive damages.
 - 24. <u>Miscellaneous</u>. It is further understood and agreed as follows:
- (a) <u>Entire Agreement</u>. This Agreement constitutes the entire agreement between NRHS and the City relating to the sale of the Land. This Agreement supersedes, in all respects, all prior written or oral agreements between the parties relating to the sale of the Land and there are no agreements, understandings, warranties or representations between NRHS and the City except as set forth herein.

- (b) <u>Amendment</u>. Neither this Agreement nor any of the provisions hereof can be changed, waived, discharged, or terminated, except by an instrument in writing signed by the party against whom enforcement of the change, waiver, discharge, or termination is sought.
- (c) <u>Notices</u>. Any notice, payment, demand or communication required or permitted to be given by any provision of this Agreement will be in writing and will be deemed to have been given when delivered personally or by telefacsimile (with a confirming copy sent within one (1) day by any other means described in this section) to the party designated to receive such notice, or on the date following the day sent by overnight courier or on the third (3rd) day after the same is sent by certified mail, postage and charges prepaid, directed to the following addresses or to such other or additional addresses as any party might designate by written notice to the other parties:

If to NRHS: Norman Regional Hospital Authority

Richie Splitt, FACHE, President & Chief Executive Officer

Norman Regional HealthPlex 3300 HealthPlex Parkway

Norman, OK 73072

Telephone: 405-515-1000 Email: rsplitt@nrh-ok.com

With a copy to: Rieger Law Group PLLC

Attn: Sean Rieger 136 Thompson Drive Norman, OK 73069

Telephone: 405/310-5274 Email: sp@riegerllc.com

If to the City: City of Norman

Attn: City Manager 201 W. Gray St.

Norman, Oklahoma 73069 Telephone: 405/366-5404 Facsimile: 405/366-5389

Email: darrel.pyle@normanok.gov

With a copy to: City of Norman

Attn: City Attorney Kathryn Walker

201 W. Gray

Norman, Oklahoma 73069 Telephone: 405/217-7700 Facsimile: 405/366-5425

Email: kathryn.walker@normanok.gov

(d) <u>Attorneys' Fees</u>. If any party institutes an action or proceeding against the other relating to the provisions of this Agreement or any default hereunder, the unsuccessful party to such action or proceeding will reimburse the successful party therein for the reasonable attorneys'

fees, expert witness fees, discovery expenses, disbursements and litigation expenses incurred by the successful party.

- (e) <u>Governing Law.</u> This Agreement shall be governed by and construed in accordance with the laws of the State of Oklahoma. All actions with respect to this Agreement may be instituted in the County District Court of Cleveland County, State of Oklahoma or the United States Western District Court sitting in Oklahoma City, Oklahoma. By execution of this Agreement, the parties irrevocably and unconditionally submit to the jurisdiction (both subject matter and personal) of any such court and irrevocably and unconditionally waive: (i) any objection any party might now or hereafter have to the venue in any such court; and (ii) any claim that any action or proceeding brought in any such court has been brought in an inconvenient forum.
- (f) <u>Brokerage</u>; <u>Commissions</u>. Each Party (the "<u>Indemnifying Party</u>") represents and warrants to the other that it has not dealt with any real estate brokers or other third parties in connection with this Agreement and the Indemnifying Party agrees to indemnify and hold the other harmless from and against any claim, loss, liability, damage, fee, cost, or expense, including attorney's fees, arising out of any compensation due or alleged to be due to any broker with whom the Indemnifying Party may have dealt with during the course of the transaction set forth in this Agreement.
- (g) <u>Severability</u>. If any clause or provision of this Agreement is held by a court having jurisdiction to be illegal, invalid, or unenforceable under any present or future law, the remainder of this Agreement will not be affected thereby. It is the intention of the Parties that if any such provision is held to be illegal, invalid or unenforceable, there will be added in lieu thereof a provision as similar in terms to such provision as is possible and be legal, valid and enforceable.
- (h) <u>Binding Effect</u>. This Agreement will inure to the benefit of and bind the respective successors, heirs, beneficiaries, trustees, and assigns of NRHS and the City.
 - (i) Time. Time is the essence of each provision of this Agreement.
- (j) <u>Captions</u>. The captions in this Agreement are inserted for convenience of reference and are not intended to define, describe, or limit the scope of any provision of this Agreement.
- (k) <u>Full Execution</u>. This Agreement shall be deemed fully executed and binding upon NRHS and the City if and when each party has executed this Agreement or separate counterparts.
- (l) <u>Computing Time Periods</u>. In determining the end or final date for any period of days hereunder that starts from a specified date or specified event, the day of that specified date or event shall not be counted and instead the counting of days shall commence the next calendar day after that specified date or specified event. Should the date upon which any act required to be performed by this Agreement fall on a Saturday, Sunday or holiday, the day for performance shall be extended to the next business day.

- (m) <u>Counterparts.</u> This Agreement may be executed in one or more duplicate counterparts, each of which shall upon execution by all parties be deemed an original. Executed counterparts of this Agreement delivered by fax machine or electronic image via email shall be deemed original documents for all purposes so long as original signatures are kept and verifiable as being executed prior to transmission.
- (n) <u>Termination.</u> Notwithstanding any provision hereof to the contrary, notwithstanding any termination of this Agreement, whether by reason of a default of a party, by mutual agreement or for any other reason, the obligation to pay for respective development, planning, design, engineering, or infrastructure costs incurred prior to termination shall survive such termination and remain in full force and effect.
- (o) <u>Survival.</u> Unless otherwise state herein, the development rights, obligations, representations, and covenants of the Parties contained in this Agreement shall survive Closing.
- (p) <u>Assignment.</u> This Agreement may not be assigned by either party without the prior written consent of the other party, which consent may be withheld by and in such parties' sole discretion provided any assignee shall continue to be bound by the terms of this Agreement.
- (q) <u>No Individual Liabil</u>ity. The Parties acknowledge and agree that this Agreement is being entered into by two entities and that no person or individual is a party to this Agreement, and therefore the Parties hereby completely and unconditionally waive, release, discharge, surrender and refuse all rights to any claims or causes of action against any individual in any personal capacity for any claims, remedies, or damages arising out of this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement effective as of the date first above written.

"NRHS":	NORMAN REGIONAL HOSPITAL AUTHORITY			
	By:			
	Date of NRHS's Execution:, 2021.			
"Norman":	CITY OF NORMAN, OKLAHOMA, a municipal corporation			
	By: Name: Breea Clark Title: Mayor			
	Date of City's Execution:			
	Attest:Brenda Hall, City Clerk			
	Approved as to form and legality this day of, 2021.			
	General Counsel/City Attorney			

<u>Index to Exhibits</u>:

Existing/Current Ownership Site Plan Special Warranty Deed Easements A:

B:

C:

D:

Exhibit "A"

Existing/Current Ownership

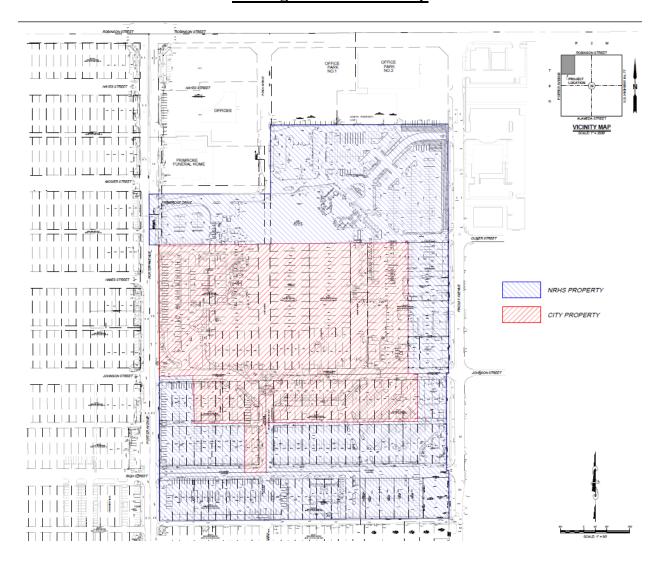


Exhibit "B"

Senior Tract as roughly outlined in Blue dashed line below. NRHS Tract as roughly outlined in Red dashed line below. 718 Property as roughly outlined in Orange dashed line below.



Item 27.

Exhibit "C" Special Warranty Deed

After recordation, return to:	
	Space Reserved for Recording Information
SPECIAL WARR	RANTY DEED
KNOW ALL MEN BY THESE PRESENTS:	
the sum of TEN DOLLARS (\$10.00) and other valuable which is hereby acknowledged, does hereby grant, the (the, the real property and premises situated in of Oklahoma, and described on Exhibit "A" attasituated thereon and appurtenances thereunto belonger	h bargain, sell, transfer, convey and assign unto "Grantee"), with an address of the City of Norman, Cleveland County, State ached hereto, together with any improvements
TO HAVE AND TO HOLD the Lar forever, free and clear and discharged of and from mortgages, liens and encumbrances of whatsoev interests in and to oil, gas and other minerals as SUBJECT to all of the exceptions to title set forth of herein by reference:	rer nature; LESS AND EXCEPT any and all this is a surface rights conveyance only, and
Grantor hereby warrants title to the land encumbrances affecting the Land made or suf Grantor, but not otherwise, and in any event exclud Exhibit "B" attached hereto.	

[SIGNATURE PAGE FOLLOWS]

Item 27.

IN WITNESS WHEREOF, the Granto , 2021.	or has executed this instrument	this day of
"Grantor":		
]	By: Name:	
•	Title:	
<u>ACKNO</u>	<u>WLEDGMENT</u>	
STATE OF OKLAHOMA)) ss:		
) ss: COUNTY OF)		
This instrument was acknowledged be	efore me on	, 2021, by
, in his/her capacity as		
(Seal)		
\(\)	Notary Public	
	My Commission Expire	
	Commission #	

K-2122-82 Item 27.

EXHIBIT "A" TO SPECIAL WARRANTY DEED

<u>Legal Description</u>

TBD

K-2122-82

Item 27.

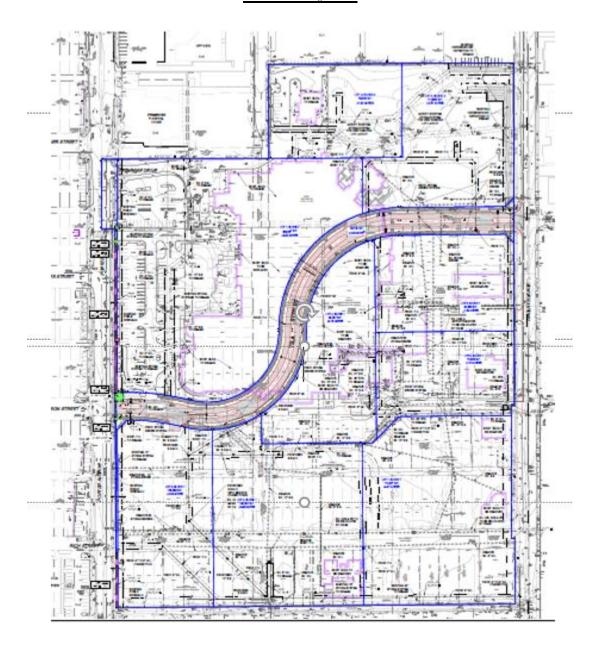
EXHIBIT "B" TO SPECIAL WARRANTY DEED

<u>Permitted Exceptions</u>
[Subject to revision based on title commitment]

TBD

Exhibit "D"

Preliminary Plat



File Attachments for Item:

28. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-63: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$26,278.18 FROM THE RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS REFUNDS ACCOUNT TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Katherine Coffin

PRESENTER: Jami Short, Traffic Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF RESOLUTION R-2122-63: A RESOLUTION OF COUNCIL THE THE OF CITY OF NORMAN. OKLAHOMA. **APPROPRIATING** \$26,278.18 FROM THE RISK MANAGEMENT REIMBURSEMENTS REFUNDS MISCELLANEOUS ACCOUNT REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC

SIGNS DAMAGED IN TRAFFIC COLLISIONS.

BACKGROUND:

The City's Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using \$105,291 in the Division's operating budget (approximately \$620 per signalized intersection per year). These funds are used for the purchase of replacement traffic signal system components needed for the safe and efficient operation of our traffic signals. In addition, the Division also maintains approximately 30,000 traffic control signs throughout the City of Norman using \$44,480 in the Division's operating budget (approximately \$1.49 per sign per year). These funds are used for the purchase of the replacement sign components needed for the safe and efficient navigation of our roadways.

On September 22, 2020, a traffic collision occurred at the Elm Avenue intersection with Hoover Street damaging a City fire hydrant and causing City crews to install temporary traffic control devices to close the intersection. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On October 12, 2021, a \$4,514.48 check was collected from the responsible party, of which \$311.19 was the portion for the installation of the traffic devices. The check was deposited into the Refunds/Reimbursements Risk Management account.

On October 19, 2020, a traffic collision occurred at Classen Boulevard intersection with the westbound State Highway 9 On-Ramp damaging a roadway light pole assembly. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location. On May 14, 2021, a \$100 check was collected from the responsible party as partial payment. On July 15, 2021, an \$85 check was collected from the responsible party as partial payment. On August 19, 2021, an \$85 check was collected from the responsible party as partial payment. On October 19, 2021, a \$90 check was collected from the responsible party as partial payment. On November 16, 2021, a \$100 check was collected from the

responsible party as partial payment. All checks were deposited into the Refunds/Reimbursements Risk Management account.

On December 13, 2020, a traffic collision occurred at the 168th Avenue NE intersection with Franklin Road causing damage to a stop sign installation. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On July 21, 2021, a \$246.30 check was collected from the insurance company for the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On March 6, 2021, a traffic collision occurred at the 12th Avenue SE intersection with Missouri Street causing damage to a stop sign installation. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On October 15, 2021, a check in the amount of \$185.46 was collected from the insurance company for the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On April 30, 2021, a traffic collision occurred at the Robinson Street intersection with Crossroads Boulevard causing damage to the traffic controller and battery back-up cabinets at the intersections. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On November 23, 2021, a check in the amount of \$22,141.82 was collected from the insurance company and deposited into the Refunds/Reimbursements Risk Management account.

On June 14, 2021, a traffic collision occurred at George Avenue intersection with the Lindsey Street damaging a pedestrian pole assembly on the southwest corner of the intersection. The responsible driver was identified for collection purposes. City forces contracted repair of the damage at this location. On October 28, 2021, an \$863.67 check was collected from the responsible party as partial payment. The check was deposited into the Refunds/Reimbursements Risk Management account.

On June 21, 2021, a traffic collision occurred at the McGee Drive intersection with Lindsey Street causing damage to a pedestrian pole assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On October 12, 2021, a \$1,026.10 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On June 30, 2021, a traffic collision occurred at the N. Interstate Drive intersection with Pheasant Run Road causing damage to a roadway light pole assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On September 29, 2021, a \$617 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On August 13, 2021, a traffic collision occurred at the Lahoma Avenue intersection with Boyd Street causing damage to a stop sign installation. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On October 22, 2021, a \$207.07 check was collected from the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On August 18, 2021, a traffic collision occurred near the intersection of 24th Avenue SE and Beaumont Drive causing damage to a stop sign installation. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On

October 28, 2021, a \$219.67 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

DISCUSSION:

The continuing number of traffic collisions involving damage to traffic control equipment depletes the City's inventory of spare units. Replacement units are necessary in order to address future emergency situations. The Division does not have adequate funding in its operating budget to purchase replacements units and needs to access the funds collected from the insurance companies in order to do so. Funds collected to date from the previously described incidents total \$25,108.49 for damages to traffic signal/street light equipment and \$1,169.69 for damages to traffic signs.

RECOMMENDATION:

Staff recommends the approval of Resolution R-2122-63 an appropriation of \$25,108.49 from Refunds/Reimbursements Risk Management Account (439-365264) to Traffic Signal Parts (account 10550223-43212). These funds will be used for the purchase of replacements for the equipment damaged in the respective collisions. In addition, staff recommends the appropriation of \$1,169.69 from Refunds/Reimbursements-Risk Management (Account 439-365264) to Traffic and Street Signs (Account 10550223-43213). These funds will be used for the purchase of replacements for the equipment damaged in the respective collisions.

Resolution

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$26,278.18 FROM THE REFUNDS REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES TO REPAIR AND REPLACE DAMAGED TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

- § 1. WHEREAS, the City's Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using \$105,291 in the Division's operating budget for the purchase of replacement traffic signal system components needed for safe and efficient operation; and
- § 2. WHEREAS, the City's Traffic Control Division maintains more than 30,000 traffic control signs throughout the City of Norman using \$44,480 in the Division's operating budget for the purchase of replacement sign components needed for the safe and efficient navigation of our roadways; and
- § 3. WHEREAS, between September 22, 2020, and October 28, 2021, there were ten (10) accidents where drivers were involved that damaged traffic signal equipment and/or traffic signs; and
- § 4. WHEREAS, responsible drivers and/or the insurance companies of the responsible drivers, and employers have reimbursed the City a total of \$25,108.49 that will be used to repair or replace the damaged traffic signal equipment and \$1,169.69 will be used for replacement of damaged traffic signs, which was deposited into Refunds/Reimbursements Miscellaneous Risk Management; and
- § 5. WHEREAS, those funds need to be appropriated to the appropriate accounts so the repairs can be made.

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

§ 6. That the following appropriations be made for the reason stated above:

Account Name	Losing Account	Gaining Account	Amount
Maint-Supplies/Traffic Signal	439-365264	10550223-43212	\$25,108.49
Parts			
Maint-Supplies/Traffic and	439 365264	10550223-43213	\$ 1,169.69
Street Signs			

PASSED AND ADOPTED this 14th day of December, 2021.

 ATTEST:	Mayor	
City Clerk) () () () () () () () () () (



DATE:

March 10, 2021

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Dennis W. Davis, Traffic Control Supervisor

QUQ

SUBJECT:

Damage Cost Report – 12th Avenue SE and Missouri Street



On March 6, 2021 repairs were made to a STOP sign installation that was damaged on the southwest corner of 12th Avenue SE and Missouri Street. A responsible party has been identified on the attached collision report #2021-00013371. Listed below are the costs associated with the necessary services that were performed.

Replacement Parts Cost Breakdown

1-ea. 12 ft Post Miscellaneous Parts \$ 20.00

Total Replacement Cost

\$ 20.00

\$ 30.00

\$ 10.00

Labor Cost Breakdown

M. Agee

2.00 hr/s O.T.

\$ 37.19

(A) Subtotal

(B) Subtotal

\$ 74.38

\$ 74.38

Supervision/Miscellaneous Time Costs

K. Coffin D. Davis 0.5 hr/s reg.

@ \$ 18.72@ \$ 41.02

\$ 9.36 \$ 20.51 \$ 31.21

D. Riesland

0.5 hr/s reg. 0.5 hr/s reg.

@ \$ 62.41

\$ 67.08

Equipment Time Cost Breakdown

Total Labor Costs (A) + (B)

\$ 135.46

(M) Schooled

Equipment Time Cost Dreakdown

Unit 641 Utility Truck 1.00 hr

(a) \$20.00/hr

\$ 20.00

Total Equipment Time Costs

\$ 20.00

TOTAL CHARGES

\$ 185.46

If reimbursement funds are received please have them deposited into <u>Account No.</u> 10550223-43213. If any additional information is desired, please advise.

DWD/kc

cc:

David Riesland, Transportation Engineer Shawn O'Leary, Director of Public Works Barbara Andros, Revenue Collection Supervisor



DATE: December 18, 2020

TO: Jeanne Snider, Assistant City Attorney II

FROM: Brian McNabb, Traffic Signal Supervisor

SUBJECT: Damage Cost Report - Westbound State Highway 9 On-Ramp from

Classen Boulevard

On October 19, 2020, a roadway light pole assembly located along the westbound State Highway 9 On-Ramp from Classen Boulevard was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2020-00067871. Listed below are the costs associated with the necessary repairs that were performed.

Material Cost

1 - ea 35-foot light pole

1 - ea 10-foot luminaire arm

1 – ea cast aluminum breakaway base 125 feet of 1/c No. 12 electrical cable

7	125 feet of 1/c No. 1/	z electrical cable	Total I	Replacement C	ost	\$ 1,886.48
)	Labor Cost Breakdow	<u>'n</u>				
	B. Rollins	0.50 hr/s reg.	@	\$ 28.07	\$ 14.04	
)			(A) Su	ibtotal	\$ 14.04	
	Supervision/Miscellar	neous Time Cost				
	K. Coffin	1.00 hr/s reg.	@	\$ 18.72	\$ 18.72	
┙	B. McNabb	1.50 hr/s reg.	@	\$ 39.43	\$ 59.15	
)	D. Riesland	1.00 hr/s reg.	@	\$ 62.41	\$ 62.41	
/ コ			(B) Su	btotal	\$ 140.28	
_			Total	Labor Costs (A)) + (B)	\$ 154.32
	Equipment Time Cost	: Breakdown				
	Unit 629	0.50 hr/s	@	\$ 15.00	\$ 7.50	
)				Equipment Tim . CHARGES	e Costs	\$ 7.50 \$ 2048.30

If reimbursement funds are received, please have them deposited in <u>Account No.</u> 10550223-43212. Should additional information be desired, please advise.

BM/kc

Cc: Shawn O'Leary, Director of Public Works
David Riesland, Acting Transportation Engineer

Barbara Andros, Revenue Collection Supervisor



DATE:

August 23, 2021

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Dennis W. Davis, Traffic Control Supervisor

SUBJECT:

Damage Cost Report - 24th Avenue SE and Beaumont Drive

On August 18, 2021 repairs were made to a STOP sign installation that was damaged on the southwest corner of 24th Avenue SE and Beaumont Drive. A responsible party has been identified on the attached collision report #2021-00048175. Listed below are the costs associated with the necessary services that were performed. Replacement Parts Cost Breakdown 1-ea. STOP Sign \$ 52.00 \$ 52.00 1-ea. 12 ft. Post \$ 28.00 \$ 28.00 Miscellaneous Parts \$ 10.00

<u>Labor</u>	Cost	Breakdown

\$ 90.00

Z. Vice

2.00 hr/s O.T.

\$ 27.81

Total Replacement Cost

\$ 55.62

\$ 55.62

Supervision/Miscellaneous Time Costs

K. Coffin 0.5 hr/s reg. @ \$ 19.30 \$ 9.65 D. Davis 0.5 hr/s reg. (a) \$ 41.02 \$ 21.23 J. Short 0.5 hr/s reg. \$ 44.84 \$23.17

(B) Subtotal

(A) Subtotal

\$ 54.05

Equipment Time Cost Breakdown

Total Labor Costs (A) + (B)

\$ 109.67

Unit 641 Utility Truck 1.00 hr.

(a) \$20.00/hr.

\$ 20.00

Total Equipment Time Costs

\$ 20.00

TOTAL CHARGES

\$ 219.67

If reimbursement funds are received please have them deposited into Account No. 10550223-43213. If any additional information is desired, please advise.

DWD/kc

Cc:

David Riesland, Transportation Engineer

Jami Short, Traffic Engineer

Shawn O'Leary, Director of Public Works Barbara Andros, Revenue Collection Supervisor



DATE:

September 1, 2021

TO:

Jeanne Snider. Assistant City Attorney II

FROM:

Brian McNabb, Traffic Signal Supervisor

SUBJECT:

Damage Cost Report - N. Interstate Drive, north of Pheasant Run Road

On June 30, 2021, a roadway light pole assembly located along N. Interstate Drive, north of Pheasant Run Road, was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2021-00038235. Listed below are the costs associated with the necessary repairs that were performed.

Material Cost

1 - ea repairs to street light pole assembly

		Total Replacement Cost			\$ 503.06
Supervision/Miscella	neaus Timo Cost	(A) S	ubtotal	\$ 503.06	
<u>Supervision/iviiscella</u>	neous rime cost				
K. Coffin	1.00 hr/s reg.	@	\$ 19.30	\$ 19.30	
B. McNabb	1.50 hr/s reg.	@	\$ 40.80	\$ 40.80	
J. Short	1.00 hr/s reg.	@	\$ 46.34	\$ 46.34	
		(B) Si	ubtotal	\$ 106.44	
		Total Labor Costs (A) + (B)			\$ 609.50
Equipment Time Cost	t Breakdown				
Unit 634	0.50 hr/s	@	\$ 15.00	\$ 7.50	
			Equipment Tin L CHARGES	ne Costs	\$ 7.50 \$ 617.00

If reimbursement funds are received, please have them deposited in <u>Account No.</u> <u>10550223-43212.</u> Should additional information be desired, please advise.

BM/kc

Cc:

Shawn O'Leary, Director of Public Works
David Riesland, Transportation Engineer

Jami Short, Traffic Engineer

Barbara Andros, Revenue Collection Supervisor



Memorandum

DATE: October 12, 2021

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery

Incident Report: 21-36328

On June 21, 2021, damage was sustained to a pedestrian pedestal pole located on the corner of Lindsey Street and McGee Drive. The driver and responsible party was identified as Christelle Walker.

Attached is a check from Shelter Mutual Insurance Company in the total amount of \$1,026.10 to cover damage costs.

Please advise if further information is needed.

Attachment

cc: Shawn O'Leary, Director of Public Works

David Riesland, Transportation Engineer Brian McNabb, Traffic Signal Supervisor

Barbara Andros, Revenue Collection Supervisor

CENTRAL BANK OF BOONE COUNTY Columbia, Missouri 65205 CHECK NO. AMOUNT 042795847 \$1,026.10 lister ni Well 80-85 10/07/2021 DATE THIS DOCUMENT IS PROTECTED AGAINST ALTERATIONS WITH CHECK PROTECT FEATURES THE TACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER SHELTER MUTUAL INSURANCE COMPANY SECURITY FEATURE INCLUDED Columbia, Missouri 65218-0001 One thousand twenty six and 10/100 Dollars PAY TO THE ORDER OF: (21-53)CITY OF NORMAN 01042795847o AT0000003083907 CLAIM NO.

"OL2295847" "OB1500859" 128182853"



DATE: June 25, 2021

TO: Jeanne Snider, Assistant City Attorney II

FROM: Brian McNabb, Traffic Signal Supervisor

SUBJECT: Damage Cost Report - Lindsey Street and McGee Drive

On June 21, 2021, a pedestrian pedestal pole located on the northeast corner of Lindsey Street and McGee Drive was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2021-00036328. Listed below are the costs associated with the necessary repairs that were performed.

)	Material Cost					
7	1 – ea ornamental ba	se assembly	@	\$ 901.06	\$ 901.06	4
く		-	Total I	Replacement C	ost	\$ 901.06
_	Labor Cost Breakdow	<u>'n</u>				
7	B. Holdaway	0.50 hr/s reg.	@	\$ 27.52	\$ 13.76	
)	,		(A) Su	ıbtotal	\$ 13.76	
_	Supervision/Miscella	neous Time Cost				
\neg	K. Coffin	1.00 hr/s reg.	@	\$ 18.72	\$ 18.72	
)	B. McNabb	1.00 hr/s reg.	@	\$ 40.22	\$ 40.22	
$\stackrel{-}{\neg}$	J. Short	1.00 hr/s reg.	@	\$ 44.84	\$ 44.84	
			(B) Su	btotal	\$ 103.78	
			• •	Labor Costs (A)) + (B)	\$ 103.78
1	Equipment Time Cost	Breakdown				
く	Unit 630	0.50 hr/s	@	\$ 15.00	\$ 7.50	
╣						
_			Total 6	Equipment Tim	e Costs	\$ 7.50
				. CHARGES		\$ 1026.10

If reimbursement funds are received, please have them deposited in <u>Account No. 10550223-43212</u>. Should additional information be desired, please advise.

BM/kc

Cc: Shawn O'Leary, Director of Public Works

David Riesland, Transportation Engineer

Jami Short, Traffic Engineer

Barbara Andros, Revenue Collection Supervisor



DATE:

December 28, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Dennis W. Davis, Traffic Control Supervisor

U.D.U

SUBJECT:

Damage Cost Report - 168th Avenue NE and Franklin Road



On December 13, 2020, repairs were made to a STOP sign installation that was damaged on the northwest corner of 168th Avenue NE and Franklin Road. A responsible party has been identified on the attached collision report #2020-00079248. Listed below are the costs associated with the necessary services that were performed.

Replacement Parts Cost Breakdown

	0000 = 1 001110 1111				
1-ea. STOP Sign			@	\$ 51.00	\$ 51.00
1 - ea. 12 ft Post			@	\$ 20.00	\$ 20.00
Miscellaneous Parts	}		Ü		\$ 10.00
		Tota	l Replace	ement Cost	\$ 81.00
Labor Cost Breakdo	<u>own</u>				
T. Adams	2.00 hr/s O.T.	@	\$ 42.1	1 \$ 84.22	
		(A) Subtota	ıl	\$ 84.22	
Supervision/Miscell	aneous Time Cost	t <u>s</u>			
K. Coffin	0.5 hr/s reg.	@	\$ 18.72	2 \$ 9.36	
D. Davis	0.5 hr/s reg.	<u>@</u>	\$ 41.02	2 \$ 20.51	
D. Riesland	0.5 hr/s reg.	<u>@</u>	\$ 62.41	\$ 31.21	
	((B) Subtota	1	\$ 61.08	



Unit 641 Utility Truck 1.00 hr

@ \$20.00

\$20.00

Total Equipment Time Costs

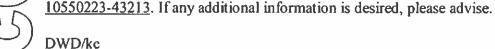
Total Labor Costs (A) + (B)

\$ 20.00

\$ 145.30

TOTAL CHARGES

\$ 246.30



cc:

David Riesland, Interim Transportation Engineer Shawn O'Leary, Director of Public Works

If reimbursement funds are received please have them deposited into Account No.

Barbara Andros, Revenue Collection Supervisor



Jehnorandum

DATE:

October 22, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery

Incident Report: 21-47091

On August 13, 2021, damage was sustained to a STOP sign installation located on the northwest corner of Lahoma Avenue and Boyd Street. The driver was identified as Hope Lowden and responsible party was identified as Scott Lowden.

Attached is a check from Scott Lowden in the total amount of \$207.07 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works David Riesland, Transportation Engineer Dennis W. David, Traffic Control Supervisor Barbara Andros, Revenue Collection Supervisor

Dollars © Safe Benceite Depocate Depocate \$ 207. UT 30-7426/3140 120 202 10 11° 0 2 9 8 9 0 3 1,11° 3 0 5 2 FLOWER MOUND, TX 75022-8496 SCOTT R LOWDEN JR OR CAROL L LOWDEN 1709 HAVERSHAM DR E USAA FEDERAL SAVINGS BANK SAN ANTONIO, TEXAS 78288-0544 (210) 456-8000 1-800-832-3724 10750 McDERMOTT FWY TRANSIT ROUTING NUMBER Pay to the Order of

\$ 594.25



DATE: June 16, 2021

Jeanne Snider, Assistant City Attorney II TO:

Brian McNabb, Traffic Signal Supervisor FROM:

Damage Cost Report - Lindsey Street and George Avenue SUBJECT:

On June 14, 2021, a pedestrian pedestal pole located on the southwest corner of Lindsey Street and George Avenue was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2021-00035047. Listed below are the costs associated with the necessary repairs that were performed. Material Cost \$ 132.25 \$ 132.25 1 – ea square base assembly \$ 166.00 \$ 332.00 @ 2 – ea pedestrian signal head \$ 130.00 \$ 130.00 1 – ea pedestrian signal indication

Labor Cost Breakdown

J. Hartley	2.00 hr/s reg.	@	\$ 28.07	\$ 56.14	
N. Hemesley	2.25 hr/s reg.	@	\$ 23.79	\$ 53.53	
B. Holdaway	0.50 hr/s reg.	@	\$ 26.72	\$ 13.36	
	, ,		Subtotal	\$ 123.03	
Supervision/Misco	ellaneous Time Cost				
K. Coffin	1.00 hr/s reg.	@	\$ 18.72	\$ 18.72	
B. McNabb	1.50 hr/s reg.	@	\$ 40.22	\$ 60.33	
J. Short	1.00 hr/s reg.	@	\$ 44.84	\$ 44.84	
		(B) S	Subtotal	\$ 123.89	
		Tota	l Labor Costs	(A) + (B)	\$ 246.92

Equipment Time Cost Breakdown

1.50 hr/s @ \$ 15.00 \$ 22.50 **Unit 626**

> \$ 22.50 **Total Equipment Time Costs TOTAL CHARGES** \$ 863.67

Total Replacement Cost

If reimbursement funds are received, please have them deposited in Account No. 10550223-43212. Should additional information be desired, please advise.

BM/kc

Cc: Shawn O'Leary, Director of Public Works David Riesland, Transportation Engineer Jami Short, Traffic Engineer Barbara Andros, Revenue Collection Supervisor

Lindsey Street and George Avenue Case # 2021-00035047

Prepared June 16, 2021

Brian McNabb

06-14-2021: Norman PD reported that a pedestrian crosswalk sign had been damaged.

<u>06-15-2021</u>: Found that the pedestrian pedestal pole had been damaged on the southwest corner. Took photos of damaged equipment, secured exposed wiring, picked up equipment for repairs. Replaced one square base assembly, two pedestrian signal heads, one pedestrian signal indication and reinstalled assembly at the intersection.

Josh Hartley 2.00 hours / reg
Nick Hemesley 2.25 hours / reg
Bob Holdaway 0.50 hours / reg

Unit 626 1.50 hours

<u>06-16-2021</u>: Compiled information and prepared damage cost report.

Brian McNabb

1.50 hours / reg

Materials Cost:

I each Square Base Assembly	\$ 132,25
2 each Pedestrian Signal Head @ \$166.00 each	\$ 332.00
1 each Pedestrian Signal Indication	\$ 130.00

Total \$ 594.25



DATE: A

August 17, 2021

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Dennis W. Davis, Traffic Control Supervisor

QJ (

SUBJECT:

Damage Cost Report - Lahoma Avenue and Boyd Street



On August 13, 2021 repairs were made to a STOP sign installation that was damaged on the northwest corner of Lahoma Avenue and Boyd Street. A responsible party has been identified on the attached collision report #2021-00047091. Listed below are the costs associated with the necessary services that were performed.

Replacement Parts Cost Breakdown

1-ea. 30" x 30" STOP Sign 1-ea. 12 ft. Post Miscellaneous Parts @ \$51.00 \$51.00 @ \$28.00 \$28.00 \$10.00

Total Replacement Cost \$89.00

Labor Cost Breakdown

2.	Tooley	1.00	hr/s	Reg
Z.	Vice	1.00	hr/s	Reg

\$ 25.48 \$ 25.48 \$ 18.54 \$ 18.54

(A) Subtotal \$44.02

Supervision/Miscellaneous Time Costs

 K. Coffin
 0.5 hr/s reg.

 D. Davis
 0.5 hr/s reg.

 J. Short
 0.5 hr/s reg.

@ \$ 19.30 \$ 9.65
 @ \$ 42.45 \$ 21.23
 @ \$ 46.34 \$ 23.17

Total Labor Costs (A) + (B)

(B) Subtotal

• - ----

\$ 54.05

Equipment Time Cost Breakdown

Unit 641 Utility Truck 1.00 hr.

@ \$20.00/hr.

\$ 20.00

Total Equipment Time Costs

\$ 20.00

TOTAL CHARGES

\$ 207.07

\$ 98.07

If reimbursement funds are received please have them deposited into <u>Account No.</u> 10550223-43213. If any additional information is desired, please advise.

DWD/kc

Cc:

David Riesland, Transportation Engineer

Jami Short, Traffic Engineer

Shawn O'Leary, Director of Public Works Barbara Andros, Revenue Collection Supervisor



DATE: September 23, 2020

TO: Jeanne Snider, Assistant City Attorney II

FROM: Dennis W. Davis, Traffic Control Supervisor 2.2.

SUBJECT: Damage Cost Report - Elm Avenue and Hoover Street

On September 22, 2020 a vehicle collision occurred at the intersection Elm Avenue and Hoover Street. Traffic Control Division staff responded with the installation of temporary traffic devices to close the intersection. A responsible party has been identified on the attached collision report #2020-00061914. Listed below are the costs associated with the necessary services that were performed.

Labor Cost Breakdown

C. Tooley	2.00 hr/s OT	(a)	\$ 37.19	\$ 74.38
CJ Whitaker	2.00 hr/s OT	@	\$ 48.13	S 96.26
C. Tooley	1.00 hr/s Reg	@	\$ 24.79	\$ 24.79
H. Palmer	1.00 hr/s Reg	a a	\$ 15.50	\$ 15.50

(A) Subtotal \$210.93

Supervision/Miscellaneous Time Costs

D. Davis	0.75 hr/s reg.	@	\$ 41.02	\$ 30.76
D. Riesland	0.50 hr/s reg.	(a)	\$ 59.01	\$ 29.50

(B) Subtotal \$ 60.26

Total Labor Costs (A) + (B) \$ 271.19

Equipment Time Cost Breakdown

Unit 633 Utility Truck 2.00 hr/s @ \$ 20.00 \$ 40.00

Total Equipment Time Costs \$40.00

TOTAL CHARGES \$311.19

If reimbursement funds are received please have them deposited into <u>Account No.</u> 10550223-43213. Should additional information be desired, please advise.



ce: David Riesland, Interim Transportation Engineer

Shawn O'Leary, Director of Public Works Barbara Andros, Customer Service Rep II





DATE: Sen

September 29, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery

Incident Report: 21-38235

On June 30, 2021, damage was sustained to a roadway light pole assembly located along North Interstate Drive, north of Pheasant Run Road. The driver and responsible party was identified as Leona McCall.

Attached is a check from State Farm Mutual in the total amount of \$617.00 to cover damage costs.

Please advise if further information is needed.

Attachment

cc:

Shawn O'Leary, Director of Public Works
David Riesland, Transportation Engineer
Brian McNabb, Traffic Signal Supervisor

Item 28.

PAYMENT NO 1 26 679049 J PAYMENT AMOUNT \$617.00 ISSUE DATE 09-17-2021 AUTHORIZED BY KENNELLY, CORRIE PHONE (855) 341-8184

CLAIN NO 36-21P7-84S LOSS DATE 06-30-2021 POLICY NO 1568-074-360 INSURED MC CALL, LEONA

22-2

CITY OF NORMAN 201 W GRAY ST BLDG A NORMAN OK 73069-7108

REMARKS Light pole City Claim 21-38235

COVERAGE DESCRIPTION PROPERTY DAMAGE LIABILITY ON BEHALF OF CITY OF NORMAN **AMOUNT** 617.00

RETAIN STUB FOR RECORDS

STATE FARM MUTUAL AUTOMOBILE INSURANCE COMPANY JPHORGAN CHASE BANK, NA 56-1544/441 COLUMBUS, OH 32-2 EXP SHARED DEMAN PAGECNTO. P74

CLAIN NO 36-21P7-84S LOSS DATE 06-30-2021

INSURED MC CALL, LEONA

*********EXACTLY SIX HUNDRED SEVENTEEN AND 00/100 DOLLARS

Pay to the Order of:

FACEOF

Order of: CITY OF NORMAN

AUTHORIZED SIGNATURE

\$******617.00

09-17-2021

SECURED DOCUMENT WATERMARK APPEARS ON BACK, HOLD AT 45° ANGLE FOR VIEWING



DATE:

October 15, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech



SUBJECT:

City of Norman Debt Recovery

Incident Report: 21-13371

On March 6, 2021, damage was sustained to a STOP sign installation located on the southwest corner of 12th Avenue SE and Missouri Street. The driver was identified as Spencer Task and responsible party was identified as Robert Task.

Attached is a check from USAA insurance in the total amount of \$185.46 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works

David Riesland, Transportation Engineer Dennis W. Davis, Traffic Control Supervisor Barbara Andros, Revenue Collection Supervisor





A. 31-P99942-4

-11463-554722651123

CITY OF NORMAN **PO BOX 370** NORMAN OK 73070



9800 Fredericksburg Rd San Antonio TX 78288

INVOICE #:

USAA-19500056711868427300

USAA#:

005675019

POLICYHOLDER:

ROBERT B TASK

LOSS RPT #: 16

LOSS DATE: 03/06/2021

LOB: P&C

CLAIMS REP: 07269-70 CHECK #: 0032277970

CHECK DATE: 10/05/2021

ADDITIONAL INFO: Wright, Princess A, SAT HM - - -

EXPLANATION OF PAYMENT	TOTAL PAYMENT AMOUNT
Payment under Property Damage Liability Coverage CITY OF NORMAN, STOP SIGN, report# 2021- 00013371	\$** 185.46

18433-1217

RETAIN THE TOP PORTION FOR YOUR RECORDS

FACE OF DOCUMENT HAS A COLORED BACKGROUND. THE BACK CONTAINS AN ARTIFICIAL WATERMARK, HOLD AT ANGLE TO VIEW

136366-0520

USAA 9800 Fredericksburg Rd San Antonio TX 78288

21-43)

Bank of America Hartford, CT

51-44/119 CT

DATE 10/05/2021

0032277970

ONE HUNDRED EIGHTY FIVE AND 46/100 DOLLAR

Pay To

CITY OF NORMAN

The Order Of:

LOSS RPT# LOSS DATE **POLICYHOLDER** ROBERT B TASK

005675019 PAYMENT EXPLANATION:

USAA#

Payment under Property Damage Liability Coverage CITY OF NORMAN, STOP SIGN, report# 2021-00013371

VOID 180 DAYS FROM ISSUE DATE

\$**185.46

LOB: P&C

Authorized Signature





DATE:

October 12, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech



SUBJECT:

City of Norman Debt Recovery

Incident Report: 20-61914

On September 22, 2020, a vehicle collision occurred at the intersection of Elm Avenue and Hoover Street which resulted in damage to a City fire hydrant and required City crews to install temporary traffic devices to close the intersection. The driver and responsible party was identified as Davis Driver.

The total cost to repair the fire hydrant was \$4,203.29 and labor costs to install traffic devices totaled \$311.19. Attached is a check from USAA insurance in the total amount of \$4.514.48 to cover these costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works

Chris Mattingly, Director of Utilities David Riesland, Transportation Engineer

David Hager, Utilities Manager

Dennis W. Davis, Traffic Control Supervisor Barbara Andros, Customer Service Rep II



2122

-C31-P07512-I

-11363-554721221123

CITY OF NODMAN PO BOX 370 **NORMAN OK 73070**



USAA 9800 Fredericksburg Rd San Antonio TX 78288

INVOICE #:

USAA-68320297300894213800

USAA#:

029733268

POLICYHOLDER:

LOUIS D DRIVER

LOSS RPT#: 14

LOSS DATE: 09/22/2020

LOB: P&C

CLAIMS REP: 07259-13

CHECK #: 0032272434 CHECK DATE: 10/04/2021

ADDITIONAL INFO: Yarbrough, Jeffrey Ryan, AUS HM - - -

EXPLANATION OF PAYMENT	TOTAL PAYMENT AMOUNT
Payment under Property Damage Liability Coverage City of Norman, fire hydrant & traffic devices.	\$**4,514.48

RETAIN THE TOP PORTION FOR YOUR RECORDS

136366-0520

18433-1217

USAA 9800 Fredericksburg Rd San Antonio TX 78288

(21-3)

Bank of America Hartford,CT

51-44/119 CT

DATE 10/04/2021

0032272434

"FOUR THOUSAND FIVE HUNDRED FOURTEEN AND 48/100 DOLLAR"

Pay To

CITY OF NORMAN

The

Order Of:

\$**4,514.48

LOB: P&C

POLICYHOLDER LOUIS D DRIVER LOSS RPT# USAA# **LOSS DATE** 029733268 14 2020-09-22

PAYMENT EXPLANATION:

Payment under Property Damage Liability Coverage City of Norman, fire hydrant & traffic devices

VOID 180 DAYS FROM ISSUE DATE

Minie Hinds

Authorized Signature





DATE:

October 28, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery Incident Report: 21-48175

On August 18, 2021, damage was sustained to a STOP sign installation located on the southwest corner of 24th Avenue SE and Beaumont Drive. The driver and responsible party was identified as Kimberlee Johnson.

Attached is a check from Shelter Insurance in the total amount of \$219.67 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works David Riesland, Transportation Engineer Dennis W. David, Traffic Control Supervisor

Jami Short, Traffic Engineer

CENTRAL BANK OF BOONE COUNTY Columbia, Missouri 65205 AMOUNT CHECK NO. 042809363 \$219.67 lister n. Wes 815 Authorized Signature 10/22/2021 DATE THIS DOCUMENT IS PROTECTED AGAINST ALTERATIONS WITH CHECK PROTECT FEATURES SHELTER MUTUAL INSURANCE COMPANY SECURITY FEATURE INCLUDED.

DETAILS ON BACK. Columbia, Missouri 65218-0001 Two hundred nineteen and 67 / 100 Dollars CITY OF NORMAN - CITY ATTORNEY PAY TO THE ORDER OF: 01042809363x AT0000003070750 CLAIM NO.

1 28 18 28 53 III "O42809363" "081500859"



Memorandun



DATE: May 14, 2021

TO: Clint Mercer, Chief Accountant

Sarah Encinias, Legal Admin Tech FROM:

SUBJECT: City of Norman Debt Recovery – Eric Acosta

Incident Report: 20-67871

On October 19, 2020, damage totaling \$2,048.30 was sustained to a roadway light pole assembly located along the westbound State Highway 9 on-ramp from Classen Boulevard. The driver and responsible party was identified as Eric Acosta however Mr. Acosta had no insurance coverage in place at the time of the incident.

On March 13, 2021, Mr. Acosta signed an MOU with the City Attorney's Office agreeing to reimburse the City by making monthly payments of \$85 effective March 15, 2021. Today Mr. Acosta submitted \$100 cash to the City Attorney's Office as payment for May 2021, and this reduces his balance to \$1,763.30 (see attached balance record). A copy of the receipt is attached and the payment was submitted to the City Revenue Department this day.

Please advise if you need additional information regarding this incident.

Attachments

Shawn O'Leary, Director of Public Works cc:

> David Riesland, Transportation Engineer Brian McNabb, Traffic Signal Supervisor

COLLECTIONS CASE - MOU

Total Debt	2,048.30
	\$
Monthly Amt Due	85.00
	\$
First Payment Due Date	3/15/2021
Name	Eric Acosta
Item Damaged	Roadway Light Pole
Incident Date	10/19/2020
Incident Report	2020-67871

Payment Due Date	Date of Payment	Amount Paid	Balance	
3/15/2021	3/15/2021	\$ 85.00	\$ 1,963.30	ĺ
4/15/2021	4/15/2021	\$ 100.00	\$ 1,863.30	000
5/15/2021	5/14/2021	\$ 100.00	\$ 1,763.30	000
	TOTAL	\$ 285.00	\$ 1,763.30	စ္က

Sarah Encinias, Legal Admin Tech Date



The City of NORMAN

201 West Gray • P.O. Box 370 Norman, Oklahoma 73069 • 73070 OFFICE OF THE CITY ATTORNEY
Phone: 405-217-7700

Kathryn Walker City Attorney

Rick Knighton Asst. City Attorney

Elisabeth Muckala Asst. City Attorney

Jeanne Snider Asst. City Attorney

Anthony Purinton Asst. City Attorney

Deedra Vice Legal Admin Tech

Sarah Encinias Legal Admin Tech Payment received \$100.00

Payment date 5/14/21

Payer Name Eric Acosta

Payer Collection Case 21-28; 2020 - 67871

Sarah Encinias

Legal Admin Tech



Memorandur

DATE: August 19, 2021

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery - Eric Acosta

Incident Report: 20-67871

On October 19, 2020, damage totaling \$2,048.30 was sustained to a roadway light pole assembly located along the westbound State Highway 9 on-ramp from Classen Boulevard. The driver and responsible party was identified as Eric Acosta however Mr. Acosta had no insurance coverage in place at the time of the incident.

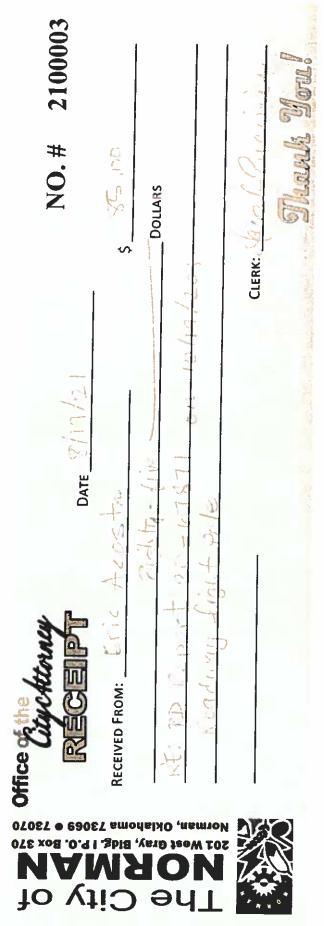
On March 13, 2021, Mr. Acosta signed an MOU with the City Attorney's Office agreeing to reimburse the City by making monthly payments of \$85 effective March 15, 2021. Today Mr. Acosta submitted \$85 cash to the City Attorney's Office as payment for August 2021, and this reduces his balance to \$1,493.30 (see attached balance record). A copy of the receipt is attached and the payment has been submitted to the City Revenue Department.

Please advise if you need additional information regarding this incident.

Attachments

cc: Shawn O'Leary, Director of Public Works

David Riesland, Transportation Engineer Brian McNabb, Traffic Signal Supervisor



LEGAL DEPARTMENT COLLECTIONS CASE - MOU

Total Debt	\$ 2,048.30
Monthly Amt Due	\$ 85.00
First Payment Due Date	3/15/2021
Name	Eric Acosta
Item Damaged	Roadway Light Pole
Incident Date	10/19/2020
Incident Report	2020-67871

Payment Due Date	Date of Payment	Amount Paid	L	Ralance
			4	201000
3/15/2021	3/15/2021	\$ 85.00	s	1,963.30
4/15/2021	4/15/2021	\$ 100.00	<>	1,863.30
5/15/2021	5/14/2021	\$ 100.00	\$	1,763.30
6/15/2021	6/15/2021	\$ 100.00	\$	1,663.30
7/15/2021	7/15/2021	\$ 85.00	\$	1,578.30
8/15/2021	8/19/2021	\$ 85.00	\$	1,493.30
	TOTAL	\$ 555.00	\$	1,493.30

Deal monins

8/19/2021 Date



Nelmorandul

DATE:

July 15, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery - Eric Acosta

Incident Report: 20-67871

On October 19, 2020, damage totaling \$2,048.30 was sustained to a roadway light pole assembly located along the westbound State Highway 9 on-ramp from Classen Boulevard. The driver and responsible party was identified as Eric Acosta however Mr. Acosta had no insurance coverage in place at the time of the incident.

On March 13, 2021, Mr. Acosta signed an MOU with the City Attorney's Office agreeing to reimburse the City by making monthly payments of \$85 effective March 15, 2021. Today Mr. Acosta submitted \$85 cash to the City Attorney's Office as payment for July 2021, and this reduces his balance to \$1,578.30 (see attached balance record). A copy of the receipt is attached and the payment was submitted to the City Revenue Department this day.

Please advise if you need additional information regarding this incident.

Attachments

cc:

Shawn O'Leary, Director of Public Works
David Riesland, Transportation Engineer
Brian McNabb, Traffic Signal Supervisor
Barbara Andros, Revenue Collection Supervisor

NO.# 2100002	Cash		132	A More
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LEGAL DEPARTMENT COLLECTIONS CASE - MOU

	_
Total Debt	2,048.30
<u> </u>	-,``
Monthly Amt Due	85.00
	100
First Payment Due Date	3/15/2021
Name	Eric Acosta
Item Damaged	Roadway Light Pole
Incident Date	10/19/2020
Incident Report	2020-67871

	Payment Due Date	Payment Due Date Date of Payment	Amount Paid	B	Balance
	3/15/2021	3/15/2021	\$ 85.00	\$	1,963.30
	4/15/2021	4/15/2021	\$ 100.00	⋄	1,863.30
	5/15/2021	5/14/2021	\$ 100.00	\$	1,763.30
	6/15/2021	6/15/2021	\$ 100.00	s	1,663.30
	7/15/2021	7/15/2021	\$ 85.00	S	1,578.30
		TOTA	Ant inni	202	3.30
			-	Z	
			17 7 127 NI	12	
			Agendia	cla	
16 airs	7/15/2021		*	Km.	
Admin Tech	Date				





DATE: August 19, 2021

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery - Eric Acosta

Incident Report: 20-67871

On October 19, 2020, damage totaling \$2,048.30 was sustained to a roadway light pole assembly located along the westbound State Highway 9 on-ramp from Classen Boulevard. The driver and responsible party was identified as Eric Acosta however Mr. Acosta had no insurance coverage in place at the time of the incident. On March 13, 2021, Mr. Acosta signed an MOU with the City Attorney's Office agreeing to reimburse the City by making monthly payments of \$85 effective March 15, 2021.

Mr. Acosta has submitted \$90 cash to the City Attorney's Office as payment for October 2021, and this reduces his balance to \$1,313.30 (see attached balance record). A copy of the receipt is attached and the payment was submitted to the City Revenue Department.

Please advise if you need additional information regarding this incident.

Attachments

cc: Shawn O'Leary, Director of Public Works

David Riesland, Transportation Engineer Brian McNabb, Traffic Signal Supervisor



RECEIVED FROM:

Office of the

DATE 10/19/2

NO.# 2100006

1

DOLLARS

100

NOAduda

RODOVE

CLERK: X

Item 28.

COLLECTIONS CASE - MOU LEGAL DEPARTMENT

	٦.
Total Debt	5 2,048.30
Monthly Amt Due	85.00
	\$
First Payment Due Date	3/15/2021
Name	Eric Acosta
Item Damaged	Roadway Light Pole
Incident Date	10/19/2020
Incident Report	2020-67871

Payment Due Date	Date of Payment	Amount Paid	Balance
3/15/2021	3/15/2021	\$ 85.00	\$ 1,963.30
4/15/2021	4/15/2021	\$ 100.00	\$ 1,863.30
5/15/2021	5/14/2021	\$ 100.00	\$ 1,763.30
6/15/2021	6/15/2021	\$ 100.00	\$ 1,663.30
7/15/2021	7/15/2021	\$ 85.00	\$ 1,578.30
8/15/2021	8/19/2021	\$ 85.00	\$ 1,493.30
9/15/2021	9/16/2021	\$ 90.00	\$ 1,403.30
10/15/2021	10/19/2021	\$ 90.00	\$ 1,313.30
	•		\$ 1,313.30
	TOTAL	\$ 735.00	\$ 1,313.30

10/19/2021 Sarah Encinias, Legal Admin Tech

Date



niehnorandul

DATE:

July 21, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery Incident Report: 2020-79248

On December 13, 2020, damage was sustained to a STOP sign installation located on the northwest corner of 168th Avenue NE and Franklin Road. The driver and responsible party was identified as Leslie McMorris.

Attached is a check from Geico Casualty Co. insurance in the total amount of \$246.30 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works David Riesland, Transportation Engineer Dennis W. Davis, Traffic Control Supervisor Barbara Andros, Revenue Collection Supervisor

GEICO CASUALTY CO Field Claim Center: 09 Dallas

Date: 07/13/2021

2280 N. GREENVILLE AVE RICHARDSON TX 75082-4412 Claim #: 8678926200000002 Date of Loss: 12/13/2020

Claimant Name: City Of Norman Insured Name: Leslie Mcmorris Pay To:

Tax ID / SS# / Atty ADJ Code: City Of Norman

Adjuster Code: G675

City Of Norman PO Box 370 Norman Ok 73070-0370 **Total Amount:** \$*****246.30

Payment Type: LOSS

IP AND FEATURE AND AMOUNT

APD \$****246.30

In Payment Of **Property Damage Coverage** CASE#2020-79248



Visit geico.com

Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk policyholders and Commercial policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO CASUALTY CO 2280 N. GREENVILLE AVE RICHARDSON, TX 75082-4412

(21-33)

Bank of America South Portland, ME 04106 NO. N 225493535

Claimant: City Of Norman Insured Name: Leslie Memorris Claim Number: 86789262000000002

Date: 07/13/2021

Feature Symbol & Amount

In Payment of: Property Damage Coverage CASE#2020-79248

APD \$****246.30

Amount: \$*****246.30

VOID AFTER 180 DAYS

Mail To: City Of Norman PO Box 370

Pay to the Order of: CITY OF NORMAN

Norman Ok 73070-0370

Neal M. Croig

52-153

112 ME



memorandum

DATE:

October 28, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery

Incident Report: 21-35047

On June 14, 2021, damage was sustained to a pedestrian pedestal pole located on the southwest corner of Lindsey Street and George Avenue. The driver and responsible party was identified as Stephanie Pruitt.

Attached is a check from Farmers Insurance in the total amount of \$863.67 to cover damage costs.

Please advise if further information is needed.

Attachment

cc:

Shawn O'Leary, Director of Public Works David Riesland, Transportation Engineer Brian McNabb, Traffic Signal Supervisor Jami Short, Traffic Engineer

1631297353

Date:

10/22/2021

\$863.67*****

NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE

To

PAY

Acct# 10550223-43212

the

City of Norman PO BOX 370

order of

NORMAN, OK, 73070

Claimant/Patient:

City of Norman

Insured:

Stephanie Pruitt

Date of Loss:

06/15/2021

Claim Number:

5012480628-1-2

Check Number:

1631297353

Payment Under Insured's:

Property

Correspondence Reference:

5J2K8QRK3

Print Date

10/22/2021 07:53 AM

Requested By

Robert L Wallace

PLEASE FOLD AND DETACH CHECK ON LINE BELOW



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62-20/311

Farmers Insurance Company, Inc.

21-50 Claim Number

CLAIMS SERVICE CENTER NATIONAL DOCUMENT CENTER PO BOX 268994

Check No. 1631297353

OKLAHOMA CITY OK 73126

5012480628-1

Date: 10/22/2021

Eight Hundred Sixty Three Dollars And Sixty Seven Cents PAY

\$863.67*****

NOT GOOD AFTER SIX MONTHS

Acct# 10550223-43212 To

City of Norman

PO BOX 370 order

the

NORMAN, OK, 73070

Citibank N.A. - One Penns Way - New Castle, DE 19720

Thomas S. noh

THE ORIGINAL DOCUMENT HAS A REFLECTIVE WATERMARK ON THE BACK, THE HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.





DATE: November 16, 2021

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery – Eric Acosta

Incident Report: 20-67871

On October 19, 2020, damage totaling \$2,048.30 was sustained to a roadway light pole assembly located along the westbound State Highway 9 on-ramp from Classen Boulevard. The driver and responsible party was identified as Eric Acosta however Mr. Acosta had no insurance coverage in place at the time of the incident. On March 13, 2021, Mr. Acosta signed an MOU with the City Attorney's Office agreeing to reimburse the City by making monthly payments of \$85 effective March 15, 2021.

Mr. Acosta has submitted \$100 cash to the City Attorney's Office as payment for November 2021, and this reduces his balance to \$1,213.30 (see attached balance record). A copy of the receipt is attached and the payment was submitted to the City Revenue Department.

Please advise if you need additional information regarding this incident.

Attachments

cc: Shawn O'Leary, Director of Public Works

David Riesland, Transportation Engineer Brian McNabb, Traffic Signal Supervisor

LEGAL DEPARTMENT COLLECTIONS CASE - MOU

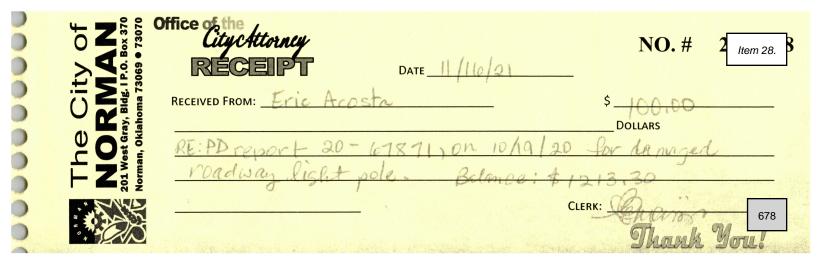
Incident Report	Incident Date	Item Damaged	Name	First Payment Due Date	Мо	onthly Amt Due	Total Debt
2020-67871	10/19/2020	Roadway Light Pole	Eric Acosta	3/15/2021	\$	85.00	\$ 2,048.30

Payment Due Date	Date of Payment	Þ	lmount Paid	Balance	
3/15/2021	3/15/2021	\$	85.00	\$ 1,963.30	
4/15/2021	4/15/2021	\$	100.00	\$ 1,863.30	
5/15/2021	5/14/2021	\$	100.00	\$ 1,763.30	
6/15/2021	6/15/2021	\$	100.00	\$ 1,663.30	
7/15/2021	7/15/2021	\$	85.00	\$ 1,578.30	
8/15/2021	8/19/2021	\$	85.00	\$ 1,493.30	
9/15/2021	9/16/2021	\$	90.00	\$ 1,403.30	
10/15/2021	10/19/2021	\$	90.00	\$ 1,313.30	
11/15/2021	11/16/2021	\$	100.00	\$ 1,213.30	
	TOTAL	\$	835.00	\$ 1,213.30	

Sarah Encinias, Legal Admin Tech

11/16/2021

Date







DATE: May 13, 2021

TO: Jeanne Snider, Assistant City Attorney II

FROM: Brian McNabb, Traffic Signal Supervisor

SUBJECT: Damage Cost Report – Robinson Street and Crossroads Boulevard

On April 30, 2021, the traffic signal cabinet and battery backup cabinet located on the northeast corner of Robinson Street and Crossroads Boulevard was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2021-00025638. Listed below are the costs associated with the necessary repairs that were performed.

Material Cost

1 – ea traffic signal cabinet	\$ 7,804.76
1 – ea plug-in kit for traffic signal cabinet	\$ 2,117.90
1 – ea traffic signal controller	\$ 2,773.66
1 - ea malfunction management unit	\$ 1,561.60
1 – ea battery backup cabinet assembly	\$ 6,948.00

		Tota	l Replacement	Cost	\$ 21,205.92
Labor Cost Breakdow	<u>/n</u>				
D. Dielekiesen	5 00 h =/- OT	0	¢ 42 44	4 240 55	
D. Birkhimer	5.00 hr/s OT	@	\$ 42.11	\$ 210.55	
N. Hemesley	5.00 hr/s OT	@	\$ 35.69	\$ 178.45	
B. Rollins	6.00 hr/s OT	@	\$ 42.11	\$ 210.55	
		(A) S	ubtotal	\$ 599.55	
Supervision/Miscella	neous Time Cost				
K. Coffin	1.00 hr/s reg.	@	\$ 18.72	\$ 18.72	
B. McNabb	1.00 hr/s reg.	@	\$ 40.22	\$ 40.22	
D. Riesland	1.00 hr/s reg.	@	\$ 62.41	\$ 62.41	
		(B) S	ubtotal	\$ 121.35	
			l Labor Costs (A) + (B)	\$ 720.90
Equipment Time Cost	t Breakdown				
Unit 624	4.00 hr/s	@	\$ 15.00	\$ 60.00	
Unit 629	5.00 hr/s	@	\$ 15.00	\$ 75.00	
Unit 641	4.00 hr/s	@	\$ 20.00	\$ 80.00	
		Total	Equipment Ti	me Costs	\$ 215.00

TOTAL CHARGES

If reimbursement funds are received, please have them deposited in <u>Account No.</u> <u>10550223-43212</u>. Should additional information be desired, please advise.

BM/kc

Cc: Shawn O'Leary, Director of Public Works
David Riesland, Transportation Engineer
Jami Short, Traffic Engineer
Barbara Andros, Revenue Collection Supervisor

\$ 22,141.82



DATE: November 23, 2021

TO: Clint Mercer, Chief Accountant

Sarah Encinias, Legal Admin Tech FROM:

SUBJECT: City of Norman Debt Recovery

Incident Report: 21-25638

On April 30, 2021, damage was sustained to a traffic signal cabinet and battery back-up cabinet located on the northeast corner of Robinson Street and Crossroads Boulevard. The driver was identified as Grace Escoe and the responsible party was identified as Sherri Haynes.

Attached is a check from Farmers Insurance in the total amount of \$22,141.82 to cover damage costs.

Please advise if further information is needed.

Attachment

Shawn O'Leary, Director of Public Works cc:

> David Riesland, Transportation Engineer Brian McNabb, Traffic Signal Supervisor

Jami Short, Traffic Engineer



Farmers Auto Regional Central OKC Tier 2

Check Number:

1631499109

Date:

11/15/2021

PAY NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE NON-NEGOTIABLE

\$22,141.82***

To City of Norman the PO Box 370 order

Norman, OK, 73070-0370

of

Claimant/Patient:

City of Norman

Insured:

Sherri Haynes

Date of Loss:

05/01/2021

Claim Number:

7003043262-1-3

Check Number: Payment Under Insured's: 1631499109 Property

Correspondence Reference:

1S0FP6PB3

Print Date

11/15/2021 11:02 AM

Requested By

Brian A Downing

PLEASE FOLD AND DETACH CHECK ON LINE BELOW



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62-20/311

Farmers Insurance Company, Inc.

(21-45)

Claim Number

Check No. 1631499109

CLAIMS SERVICE CENTER NATIONAL DOCUMENT CENTER PO BOX 268994

7003043262-1

Date: 11/15/2021

OKLAHOMA CITY OK 73126

Twenty Two Thousand One Hundred Forty One Dollars And Eighty

Thomas S. noh

Two Cents NOT GOOD AFTER SIX MONTHS

City of Norman To

PO Box 370 the

Norman, OK, 73070-0370 order

of

PAY

Citibank N.A. - One Penns Way - New Castle, DE 19720

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HOLD AT AN ANGLE TO VIEW WHEN CHECKING THE ENDORSEMENT.

38724135#

File Attachments for Item:

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-67 APPROPRIATING \$17,865.49 FROM THE RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNTS TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF RESOLUTION R-2122-67 APPROPRIATING \$17,865.49 FROM THE RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNTS TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS

DAMAGED IN TRAFFIC COLLISIONS.

BACKGROUND:

The City's Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using \$105,291 in the Division's operating budget (approximately \$620 per signalized intersection per year). These funds are used for the purchase of replacement traffic signal system components needed for the safe and efficient operation of our traffic signals. In addition, the Division also maintains approximately 30,000 traffic control signs throughout the City of Norman using \$44,480 in the Division's operating budget (approximately \$1.49 per sign per year). These funds are used for the purchase of the replacement sign components needed for the safe and efficient navigation of our roadways.

On July 1, 2020, a traffic collision occurred at the 36th Avenue SE intersection with Alameda Street causing damage to a STOP sign installation. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On November 13, 2020, a \$167.60 check was collected from the insurance company for the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On October 25, 2020, a traffic collision occurred on the northbound I-35 off-ramp at the Main Street interchange causing damage to a streetlight assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On November 16, 2020, a check in the amount of \$6,501.79 was collected from the driver's employment company for the damages. The check was deposited into the Refunds/Reimbursements Risk Management account.

On September 25, 2020, a traffic collision occurred on Main Street at I-35 causing damage to a pedestrian lighted crosswalk assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On November 23, 2020, a \$2,941.14

check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On August 13, 2020, a traffic collision occurred at the Main Street intersection with Lamp Post Road causing damage to a Bike Route sign assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On January 21, 2021, a \$152.67 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On June 22, 2020, a traffic collision occurred near the intersection of Robinson Street and 60th Avenue NW causing damage to a CHEVRON sign assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On February 1, 2021, a \$169.15 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On August 14, 2020, a traffic collision occurred on Rock Creek Road east of 24th Avenue NW causing damage to an End-of-Road sign assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On February 2, 2021, a \$144.42 check was collected from the insurance company of the responsible party as partial payment from one of the two drivers. The check was deposited into the Refunds/Reimbursements Risk Management account.

On December 13, 2020, a traffic collision occurred at the 72nd Avenue NE intersection with Indian Hills Road causing damage to a STOP sign assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at the location. On February 10, 2021, a \$315.80 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On September 10, 2020, a traffic collision occurred along the shoulder of the southbound I-35 exit to Lindsey Street causing damage to a streetlight pole assembly. The responsible drivers were identified for collection purposes. City forces repaired the damage at this location. On March 2, 2021, a \$5,520.15 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On October 9, 2020, a traffic collision occurred along the eastbound State Highway 9 on-ramp from Classen Boulevard causing damage to a streetlight pole assembly. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On March 2, 2021, a \$1,419.47 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

On January 28, 2021, a traffic collision occurred at the Lindsey Street intersection with Chautauqua Avenue causing damage to a pedestrian pedestal pole on the northeast corner of the intersection. The responsible driver was identified for collection purposes. City forces repaired the damage at this location. On March 2, 2021, a \$367.41 check was collected from the insurance company of the responsible contractor. The check was deposited into the Refunds/Reimbursements Risk Management account.

On September 19, 2020, a traffic collision occurred at the intersection of Peters Avenue and Hayes Street causing damage to a STOP sign assembly. The responsible driver was identified for collection purposes. City forces performed the necessary repairs at this location. On March

2, 2021, a \$165.89 check was collected from the insurance company of the responsible party. The check was deposited into the Refunds/Reimbursements Risk Management account.

DISCUSSION:

The continuing number of traffic collisions involving damage to traffic control equipment depletes the City's inventory of spare units. Replacement units are necessary in order to address future emergency situations. The Division does not have adequate funding in its operating budget to purchase replacements units and needs to access the funds collected from the insurance companies in order to do so.

This item was originally approved by Council at its meeting on April 13, 2021, but, for some reason, the re-allocation of funds never occurred. In order for the re-allocation to occur, the item is being resubmitted with a new Resolution. Funds collected to date from the previously described incidents total \$16,749.96 for damages to traffic signal/street light equipment and \$1,115.53 for damages to traffic signs.

RECOMMENDATION:

Staff recommends the approval of Resolution R-2122-67 for the appropriation of \$16,749.96 from Account No. Org 439, Object 365264 (Refunds/Reimbursements Risk Management) to Account No. Org 10550223, Object 43212 (Traffic Signal Parts). These funds will be used for the purchase of replacements for the equipment damaged in the respective collisions. In addition, staff recommends the appropriation of \$1,115.53 from Refunds/Reimbursements, Risk Management (Account Org 439, Object 365264) to Traffic and Street Signs (Account Org 10550223, Object 43213). These funds will be used for the purchase of replacements for the equipment damaged in the respective collision.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$17,865.49 FROM THE REFUNDS REIMBURSEMENTS MISCELLANEOUS RISK MANAGEMENT ACCOUNT RECEIVED FROM INSURANCE COMPANIES TO REPAIR AND REPLACE DAMAGED TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

- § 1. WHEREAS, the City's Traffic Control Division maintains more than 170 traffic and pedestrian signals citywide using \$105,291 in the Division's operating budget for the purchase of replacement traffic signal system components needed for safe and efficient operation; and
- § 2. WHEREAS, the City's Traffic Control Division maintains more than 30,000 traffic control signs throughout the City of Norman using \$44,480 in the Division's operating budget for the purchase of replacement sign components needed for the safe and efficient navigation of our roadways; and
- § 3. WHEREAS, between June 22, 2020, and January 28, 2021, there were eleven (11) accidents where drivers were involved that damaged traffic signal equipment and/or traffic signs; and
- § 4. WHEREAS, responsible drivers and/or the insurance companies of the responsible drivers, and employers have reimbursed the City a total of \$16,749.96 that will be used to repair or replace the damaged traffic signal equipment and \$1,115.53 will be used for replacement of damaged traffic signs, which was deposited into Refunds/Reimbursements Miscellaneous Risk Management; and
- § 5. WHEREAS, those funds need to be appropriated to the appropriate accounts so the repairs can be made.

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

§ 6. That the following appropriations be made for the reason stated above:

Account Name	Losing Account	Gaining Account	Amount
Maint-Supplies/Traffic Signal Parts	439-365264	10550223-43212	\$16,749.96
Maint-Supplies/Traffic and Street Signs	439 365264	10550223-43213	\$ 1,115.53

PASSED AND ADOPTED this 14th day of December, 2021.

ATTEST:	Mayor	
City Clerk		



August 17, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Dennis W. Davis, Traffic Control Supervisor

QuQ.

SUBJECT:

Damage Cost Report - Main Street at Lamp Post Road

On August 13, 2020 repairs were made to a Bike Route sign installation that was damaged on Main Street at Lamp Post Road. A responsible party has been identified on the attached

collision report #2020-00052005. Listed below are the costs associated with the necessary services that were performed.

Replacement Parts Cost Breakdown

1 – ea 24" X 18" BIKE ROUTE Sign

@ \$ 23.25

\$ 10.00

\$ 23.25

Miscellaneous Parts

Total Replacement Cost

\$ 33.25

Labor Cost Breakdown

A. Ramirez

1.00 hr/s Reg.

@ \$ 15.50

\$ 15.50

C. Tooley

1.00 hr/s Reg.

@ \$ 24.79

\$ 24.79

(A) Subtotal

\$ 40.29

Supervision/Miscellaneous Time Costs

D. Davis

0.75 hr/s reg.

@ \$ 41.02

\$ 30.76

D. Riesland

0.5 hr/s reg.

@ \$ 56.74

\$ 28.37

(B) Subtotal

\$ 59.13

\$99.42

Equipment Time Cost Breakdown

Unit 641 Utility Truck

1.00 hrs

a \$20.00

\$20.00

Total Equipment Time Costs

Total Labor Costs (A) + (B)

\$ 20.00

TOTAL CHARGES

\$152.67

If reimbursement funds are received please have them deposited into <u>Account No.</u> 10550223-43213. Should additional information be desired, please advise.

DWD/dwd

cc:

David Riesland, Traffic Engineer

Angelo Lombardo, Transportation Engineer Shawn O'Leary, Director of Public Works Barbara Andros, Customer Service Rep II



DATE: December 16, 2020

TO: Jeanne Snider, Assistant City Attorney II

FROM: Dennis W. Davis, Traffic Control Supervisor $\mathcal{Q}. \mathcal{Q}. \mathcal{Q}$

SUBJECT: Damage Cost Report - 72nd Avenue NE and Indian Hills Road



On December 13, 2020, repairs were made to a STOP sign installation that was damaged on the southeast corner of 72nd Avenue NE and Indian Hills Road. A responsible party has been identified on the attached collision report #2020-00079213. Listed below are the costs associated with the necessary services that were performed.

Replacement Parts Cost Breakdown

1-ea. STOP Sign	@	\$ 51.00	\$ 51.00
1-ea Street Name Sign Assembly	@	\$ 69.50	\$ 69.50
1 – ea. 12 ft Post	@	\$ 20.00	\$ 20.00
Miscellaneous Parts			\$ 10.00

Total Replacement Cost \$ 150.50

Labor Cost Breakdown

T. Adams	2.00 hr/s O.T.	@	\$ 42.11	\$ 84.22
----------	----------------	---	----------	----------

(A) Subtotal \$84.22

Supervision/Miscellaneous Time Costs

K. Coffin	0.5 hr/s reg.	@	\$ 18.72	\$ 9.36
D. Davis	0.5 hr/s reg.	@	\$ 41.02	\$ 20.51
D. Riesland	0.5 hr/s reg.	@	\$ 62.41	\$ 31.21

(B) Subtotal \$61.08

Total Labor Costs (A) + (B) \$ 145.30

Equipment Time Cost Breakdown

Unit 641 Utility Truck 1.00 hr @ \$20.00 \$20.00

Total Equipment Time Costs \$ 20.00
TOTAL CHARGES \$ 315.80

If reimbursement funds are received please have them deposited into <u>Account No.</u> 10550223-43213. If any additional information is desired, please advise.

DWD/kc

cc: David Riesland, Interim Transportation Engineer Shawn O'Leary, Director of Public Works



December 18, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Brian McNabb, Traffic Signal Supervisor

SUBJECT:

Damage Cost Report - Eastbound State Highway 9 On-Ramp from

Classen Boulevard

On October 09, 2020, a roadway light pole assembly located along the eastbound State Highway 9 On-Ramp from Classen Boulevard was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2020-00065580. Listed below are the costs associated with the necessary repairs that were performed.

Material Cost

1 - ea 35-foot light pole

1 - ea 10-foot luminaire arm

1 - ea cast aluminum breakaway base 125 feet of 1/c No. 12 electrical cable

	1 1 1 1		Total	Replacement C	ost	\$ 1,257.65
)	Labor Cost Breakdow	<u>'n</u>				¥ 1,237.03
	D. Birkhimer	0.50 hr/s reg.	@	\$ 28.07	\$ 14.04	
)			(A) Su	ubtotal	\$ 14.04	
	Supervision/Miscella	neous Time Cost				
	K. Coffin B. McNabb	1.00 hr/s reg. 1.50 hr/s reg.	@ @	\$ 18.72 \$ 39.43	\$ 18.72 \$ 59.15	
)	D. Riesland	1.00 hr/s reg.	@	\$ 62.41	\$ 62.41	
	Equipment Time Cost	: Brookdown		ibtotal Labor Costs (A	\$ 140.28) + (B)	\$ 154.32
	Equipment Time Cost	Dieakuowii				
}	Unit 624	0.50 hr/s	@	\$ 15.00	\$ 7.50	
)				Equipment Tim	e Costs	\$ 7.50 \$ 1419.47

If reimbursement funds are received, please have them deposited in Account No. 10550223-43212. Should additional information be desired, please advise.

BM/kc

Cc:

Shawn O'Leary, Director of Public Works David Riesland, Acting Transportation Engineer Barbara Andros, Revenue Collection Supervisor



September 23, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Dennis W. Davis, Traffic Control Supervisor D. D. D.

SUBJECT:

Damage Cost Report - Peters Avenue and Hayes Street



On September 20, 2020 repairs were made to a STOP sign installation that was damaged on the northeast corner of Peters Avenue and Hayes Street. A responsible party has been identified on the attached collision report #2020-00061334. Listed below are the costs associated with the necessary services that were performed.

Replacement Parts Cost Breakdown

1 - ea 12ft Post Miscellaneous Parts (a) \$ 20.00 \$ 20.00

\$ 10.00

Labor Cost Breakdown

CJ Whitaker 2.00 hr/s OT \$ 48.13

Total Replacement Cost

\$ 96.26 \$ 96.26

Supervision/Miscellaneous Time Costs

D. Davis

D. Riesland

0.75 hr/s reg. 0.5 hr/s reg.

\$ 41.02 (a) \$ 59.01

\$ 30.76 \$ 29.50

(B) Subtotal

(A) Subtotal

(a)

\$ 60.26

Total Labor Costs (A) + (B)

\$119.56

\$30.00

Equipment Time Cost Breakdown

Unit 641 Utility Truck

1.00 hr

(a) \$20.00 \$20.00

Total Equipment Time Costs

\$ 20.00

TOTAL CHARGES

\$169.56

If reimbursement funds are received please have them deposited into Account No. 10550223-43213. Should additional information be desired, please advise.

DWD/dwd

David Riesland, Interim Transportation Engineer

Shawn O'Leary, Director of Public Works Barbara Andros, Customer Service Rep II



November 4, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Brian McNabb, Traffic Signal Supervisor

SUBJECT:

Damage Cost Report - Northbound I-35 Exit at Main Street

On October 25, 2020, a roadway light pole assembly located along the northbound I-35 Off-

Ramp to Main Street, was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2020-00069246. Listed below are the costs associated with the necessary repairs that were performed.

Material Cost

1 – ea 40-foot light pole

1 – ea cast aluminum breakaway base

1 – ea 250W roadway luminaire with post top tenon mount

90 feet of 1/c No. 12 electrical cable

1 – ea delivery of damaged assembly

1 - ea mobilization and traffic control

		Total i	Replacement C	ost	\$ 6,340.00
Labor Cost Breakdow	<u>n</u>				
D. Birkhimer	0.50 hr/s reg.	@	\$ 28.07	\$ 14.03	
		(A) St	ubtotal	\$ 6,354.03	
Supervision/Miscella	neous Time Cost				
K. Coffin B. McNabb D. Riesland	1.00 hr/s reg. 1.50 hr/s reg. 1.00 hr/s reg.	@ @	\$ 18.72 \$ 39.42 \$ 62.41	\$ 18.72 \$ 59.13 \$ 62.41	
			ubtotal Labor Costs (A	\$ 140.26 a) + (B)	\$ 6,494.29
Equipment Time Cos	t Breakdown				
Unit 624	0.50 hr/s	@	\$ 15.00	\$ 7.50	
		Total Equipment Time Costs TOTAL CHARGES		\$ 7.50 \$ 6,501.79	

If reimbursement funds are received, please have them deposited in <u>Account No.</u> <u>10550223-43212.</u> Should additional information be desired, please advise.

BM/kc

Cc:

Shawn O'Leary, Director of Public Works
David Riesland, Acting Transportation Engineer
Barbara Andros, Revenue Collection Supervisor



August 5, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Dennis W. Davis, Traffic Control Supervisor

D. W. Q

SUBJECT:

Damage Cost Report - 36th Avenue SE and Alameda Street

On July 1, 2020, repairs were made to a STOP sign installation that was damaged at 36th Avenue SE and Alameda Street. A responsible party has been identified on the attached collision report #2020-00042950. Listed below are the costs associated with the necessary services that were performed.

Replacement Parts Cost Breakdown

1 – ea 12 ft sign post Miscellaneous Parts @ \$ 20.00

\$ 20.00

\$ 10.00

Total Replacement Cost \$30.00

Labor Cost Breakdown

R. Gourley

2.00 hr/s OT

@ \$ 27.60

\$ 55.20

(A) Subtotal

\$ 55.20

Supervision/Miscellaneous Time Costs

D.	Davis
D.	Riesland

0.5 hr/s reg.

@ \$ 41.02 @ \$ 59.00 \$ 20.51

M. Rudder

0.5 hr/s reg. 0.5 hr/s reg.

a \$ 59.00a \$ 24.79

\$ 29.50 \$ 12.39

(B) Subtotal

\$ 62.40

Total Labor Costs (A) + (B)

\$117.60

Equipment Time Cost Breakdown

Unit 641 Utility Truck

1.00 hrs

\$20.00

\$20.00

Total Equipment Time Costs

\$ 20.00

\$167.60

TOTAL CHARGES

If reimbursement funds are received please have them deposited into <u>Account No.</u> 10550223-43213. Should additional information be desired, please advise.

DWD/mr

cc:

David Riesland, Traffic Engineer

Angelo Lombardo, Transportation Engineer Shawn O'Leary, Director of Public Works Barbara Andros, Customer Service Rep II



October 23, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Brian McNabb, Traffic Signal Supervisor

SUBJECT:

Damage Cost Report - Main Street at I-35

On September 25, 2020, a pedestrian lighted crosswalk assembly located on the southeast corner of Main Street and I-35, was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2020-00062377. Listed below are the costs associated with the necessary repairs that were performed.

Material Cost

- 1 ea W11-2 pedestrian sign
- 1 ea W16-7P downward diagonal arrow sign
- 1 ea square base assembly
- 1 ea solar panel with mounting hardware and control panel
- 1 ea ambient brightness sensor

1 – ea ambient bright	ness sensor				
Labor Cost Breakdow	<u>n</u>	Total F	Replacement C	ost	\$ 2,175.50
D. Birkhimer J. Hartley N. Hemesley B. Holdaway B. Rollins	1.75 hr/s reg. 5.00 hr/s reg. 5.00 hr/s reg. 5.00 hr/s reg. 1.50 hr/s reg.	8898	\$ 28.07 \$ 28.07 \$ 23.79 \$ 26.71 \$ 28.07	\$ 49.12 \$ 140.35 \$ 118.95 \$ 133.55 \$ 42.10	
Supervision/Miscellar	neous Time Cost	(A) Su	btotal	\$ 484.07	
K. Coffin B. McNabb D. Riesland	1.00 hr/s reg.2.00 hr/s reg.1.00 hr/s reg.	@ @ @	\$ 18.72 \$ 39.42 \$ 59.01	\$ 18.72 \$ 78.84 \$ 59.01	
			btotal Labor Costs (A	\$ 156.57) + (B)	\$ 640.64
Equipment Time Cost	Breakdown				
Unit 626 Unit 627 Unit 629 Unit 643	2.00 hr/s 2.00 hr/s 1.00 hr/s 2.00 hr/s	@ @ @	\$ 15.00 \$ 20.00 \$ 15.00 \$ 20.00	\$ 30.00 \$ 40.00 \$ 15.00 \$ 40.00	
			Equipment Tim L CHARGES	ne Costs	\$ 125.00 \$ 2,941.14

If reimbursement funds are received, please have them deposited in <u>Account No.</u> 10550223-43212. Should additional information be desired, please advise.

BM/kc

Cc: Shawn O'Leary, Director of Public Works
David Riesland, Interim Transportation Engineer
Barbara Andros, Revenue Collection Supervisor



September 15, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Brian McNabb, Traffic Signal Supervisor

SUBJECT:

Damage Cost Report - Southbound I-35 Exit at Lindsey Street

On September 10, 2020, a street light pole assembly located along the shoulder of the southbound I-35 exit to Lindsey Street, was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2020-00059019. Listed below are the costs associated with the necessary repairs that were performed.

Material and Contractor Cost

1 – ea Purchase and installation of a 40 foot light pole assembly

1 – ea cast aluminum breakaway base

1 – ea roadway luminaire with post top mounting bracket

125 ft of 1/c No. 12 electrical wire

Mobilization and Traffic Control

Delivery of damaged pole assembly to City of Norman yard

		Total F	Replacement C	ost	\$5,	350.00
Labor Cost Breakdow	<u>n</u>					
B. Rollins	0.75 hr/s reg.	@ (A) Su	\$ 28.07 btotal	\$ 21.05 \$ 21.05		
Supervision/Miscellar	neous Time Cost	(.)		7		
B. McNabb D. Riesland	2.00 hr/s reg. 1.00 hr/s reg.	@	\$ 39.42 \$ 59.01	\$ 78.84 \$ 59.01		
		•	btotal Labor Costs (A	\$137.85) + (B)	\$	158.90
Equipment Time Cost	Breakdown					
Unit 629	0.75 hr/s	@	\$ 15.00	\$ 11.25		
			Equipment Tim . CHARGES	e Costs	\$ \$5	11.25 ,520.15

If reimbursement funds are received, please have them deposited in <u>Account No.</u> <u>10550223-43212.</u> Should additional information be desired, please advise.

BM

Cc:

Shawn O'Leary, Director of Public Works

David Riesland, Traffic Engineer



June 26, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Dennis W. Davis, Traffic Control Supervisor 2.2.2.

SUBJECT:

Damage Cost Report - Robinson Street and 60th Avenue NW

On June 22, 2020, repairs were made to a CHEVRON sign installation that was damaged on

the south side of Robinson Street and 60th Avenue NW. A responsible party has been identified on the attached collision report #2020-00040677. Listed below are the costs

associated with the necessary services that were performed. Replacement Parts Cost Breakdown

1 - ea 12 ft sign post

\$ 20.00 (a)

\$ 20.00 \$ 10.00

Total Replacement Cost \$31.00

Labor Cost Breakdown

Miscellaneous Parts

C. Tooley C. Whitaker 1.00 hr/s Reg.

(a) \$ 24.79

\$ 24.79 \$ 32.09

1.00 hr/s Reg.

(a) \$ 32.09

\$ 56.88

Supervision/Miscellaneous Time Costs

D. Davis D. Riesland 0.5 hr/s reg. 0.5 hr/s reg.

\$ 41.02 (a) \$ 56.74

\$ 20.51 \$ 28.37

M. Rudder

0.5 hr/s reg.

\$ 24.79

\$ 12.39

(B) Subtotal

(A) Subtotal

(a),

\$ 61.27

Equipment Time Cost Breakdown

Unit 641 Utility Trucks

100 hrs

\$20.00

\$20.00

Total Equipment Time Costs

Total Labor Costs (A) + (B)

\$ 20.00

\$118.15

TOTAL CHARGES

\$169.15

If reimbursement funds are received please have them deposited into Account No. 10550223-43213. Should additional information be desired, please advise.

DWD/mr

cc:

David Riesland, Traffic Engineer

Angelo Lombardo, Transportation Engineer Shawn O'Leary, Director of Public Works Barbara Andros, Customer Service Rep II





DATE: March 2, 2021

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery

Incident Report: 20-65580

On October 9, 2020, damage was sustained to a roadway light pole assembly located along the eastbound State Highway 9 on-ramp from Classen Boulevard. The driver was identified as Heather Cochran and the responsible party was identified as Chadwick Lawson.

Attached is a check from Geico Casualty insurance in the total amount of \$1,419.47 to cover damage costs.

Please advise if further information is needed.

Attachment

ce: Shawn O'Leary, Director of Public Works
David Riesland, Transportation Engineer
Brian McNabb, Traffic Signal Supervisor
Barbara Andros, Revenue Collection Supervisor

NO. N 221505408

Date: 02/05/2021

2280 N. GREENVILLE AVE RICHARDSON, TX 75082-4412

Claim #: 0601731880101025 Date of Loss: 10/09/2020

Claimant Name: City Of Norman Insured Name: Chadwick Lawson

Pay To: City Of Norman

Tax ID / SS# / Atty ADJ Code:

Adjuster Code: G688

City Of Norman PO Box 370 Norman Ok 73070-0370 Total Amount: \$****1,419.47

Payment Type: LOSS

IP AND FEATURE AND AMOUNT

APD \$***1419.47

In Payment Of Property Damage Coverage ATT: City Attorney Claim: 21-27

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* These online services are unavailable to Assigned Risk policyholders and Commercial policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO CASUALTY CO 2280 N. GREENVILLE AVE RICHARDSON, TX 75082-4412

Bank of America South Portland, ME 04106 NO. N 221505408

Claimant: City Of Norman Insured Name: Chadwick Lawson Claim Number: 0601731880101025 In Payment of: Property Damage Coverage

VOID AFTER 180 DAYS Date. 02/05/2021

Feature Symbol & Amount

ATT: City Attorney

(Claim: 21-27)

Amount:

APD \$***1419.47

\$****1,419,47

Pay to the Order of: CITY OF NORMAN

Mail To: City Of Norman PO Box 370 Norman Ok 73070-0370

Neal M. Caig

52-153

112 MF





DATE: March 2, 2021

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery

Incident Report: 20-59019

On September 10, 2020, damage was sustained to a street light pole assembly located along the shoulder of the southbound I-35 exit to Lindsey Street. The driver and responsible party was identified as Shontese Davis.

Attached is a check from Geico Casualty insurance in the total amount of \$5,520.15 to cover damage costs.

Please advise if further information is needed.

Attachment

cc: Shawn O'Leary, Director of Public Works

David Riesland, Transportation Engineer Brian McNabb, Traffic Signal Supervisor

NO. N 221713632

Date: 02/16/2021

2280 N. GREENVILLE AVE RICHARDSON, TX 75082-4412

Claim #: 0663443340000003 Date of Loss: 09/10/2020

Claimant Name: Sarah Encinias Insured Name: Shontese Davis Pay To:

Tax ID / SS# / Atty ADJ Code: City Of Norman

Adjuster Code: G696



City Of Norman/Sarah Encinias PO Box 370 Norman Ok 73070-0370

Total Amount: \$****5,520.15

Payment Type:

LOSS

IP AND FEATURE AND AMOUNT

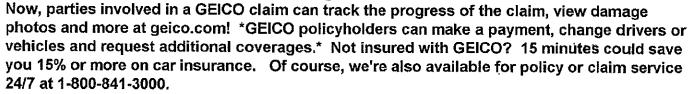
02 \$***5520.15 APD

(21-9) In Payment Of

200021663443340000003002349

Property Damage Coverage GEICO Claim 066344334000000

Visit geico.com



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clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO CASUALTY CO 2280 N. GREENVILLE AVE RICHARDSON, TX 75082-4412

Bank of America South Portland, ME 04106

NO. N 221713632

Claimant: Sarah Encinias Insured Name: Shontese Davis Claim Number: 0663443340000003 In Payment of: Property Damage Coverage

VOID AFTER 180 DAYS Date: 02/16/2021

Feature Symbol & Amount

GEICO Claim 066344334000000 121-9)

Amount:

APD \$***5520.15

\$****5.520.15

Pay to the Order of: CITY OF NORMAN

City Of Norman/Sarah Encinias PO Box 370 Norman Ok 73070-0370

Weal M. Craig

52-153

112 ME





DATE: March 2, 2021

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery

Incident Report: 2020-61334

On September 19, 2020, damage was sustained to a STOP sign installation located on the northeast corner of Peters Avenue and Hayes Street. The driver was identified as Daniel Wood and responsible party was identified as Lisa Powers.

Attached is a check from Progressive insurance in the total amount of \$165.89, which the City Attorney's Office has agreed to accept as payment. The amount of damage totaled \$206.52 however the policy maximum was reached and the City's prorated amount equaled \$165.89.

Please advise if you need additional information regarding this incident.

Attachment

cc: Shawn O'Leary, Director of Public Works

David Riesland, Transportation Engineer Dennis W. Davis, Traffic Control Supervisor Barbara Andros, Revenue Collection Supervisor PROGRESSIVE PO BOX 512926 LOS ANGELES, CA 90051



Item 29.

CITY OF NORMAN 201B W GRAY ST NORMAN, OK 73069-7108

DRAFT NUMBER:

2035941282

AMOUNT:

\$*********165.89

ISSUE DATE:

February 16, 2021

Form Z721 (05/15)

KEEP THIS TOP PORTION FOR YOUR RECORDS

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PAYABLE THROUGH PNC BANK, N.A. 070 ASHLAND OH 1-877-448-9544 VOID IF NOT PRESENTED WITHIN 90 DAYS

CLAIM NUMBER. 20-6261982

NAME: CITY OF NORMAN,

(21-12)

DRAFT NUMBER: 2035941282

56-389 412

February 16, 2021

PAY EXACTLY

\$*********165.89

PAY TO

CITY OF NORMAN

THE ORDER

OF

BY:

AUTHORIZED SIGNATURE

Progressive Northern Insurance Company



August 18, 2020

TO:

Jeanne Snider, Assistant City Attorney II

FROM:

Dennis W. Davis, Traffic Control Supervisor Q.J.Q.

SUBJECT:

Damage Cost Report - Rock Creek Road, just east of 24th Avenue NW



On August 14, 2020 repairs were made to an End-of-Road sign installation that was damaged on Rock Creek Road, just east of 24th Avenue NW. A responsible party has been identified on the attached collision report #2020-00052890. Listed below are the costs associated with the necessary services that were performed.

Replacement Parts Cost Breakdown

1 – ea 9ft Post Miscellaneous Parts

@ \$ 15.00

\$ 15.00

\$ 10.00

Labor Cost Breakdown

A. R	amirez	1.00	hr/s	Reg.
C. T	ooley	1.00	hr/s	Reg.

@ \$ 15.50

Total Replacement Cost

\$ 15.50 \$ 24.79

oley 1.00 hr/s Reg.

@ \$ 24.79 \$ 24.

(A) Subtotal

\$ 40.29

Supervision/Miscellaneous Time Costs

D. Davis

0.75 hr/s reg.

@ \$ 41.02

\$ 30.76 \$ 28.37

D. Riesland

0.5 hr/s reg.

@ \$ 56.74

(B) Subtotal \$ 59.13 Total Labor Costs (A) + (B)

\$99.42

\$ 25.00

Equipment Time Cost Breakdown

Unit 641 Utility Truck

1.00 hrs

@ \$20.00

\$20.00

Total Equipment Time Costs

\$ 20.00

TOTAL CHARGES

\$144.42



If reimbursement funds are received please have them deposited into <u>Account No.</u> 10550223-43213. Should additional information be desired, please advise.

DWD/dwd

cc:

David Riesland, Traffic Engineer

Angelo Lombardo, Transportation Engineer Shawn O'Leary, Director of Public Works Barbara Andros, Customer Service Rep II



February 10, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery

Incident Report: 2020-79213

On December 13, 2020, damage was sustained to a STOP sign installation located at the intersection of 72nd Avenue NE and Indian Hills Road. The driver and responsible party was identified as Roman Sanchez.

Attached is a check from Geico Casualty insurance in the total amount of \$315.80 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works David Riesland, Transportation Engineer Dennis W. Davis, Traffic Control Supervisor Barbara Andros, Revenue Collection Supervisor GEICO CASUALTY CO Field Claim Center: 09 Dallas

Item 29. NO. N 221469215

Date: 02/04/2021

2280 N. GREENVILLE AVE **RICHARDSON, TX 75082-4412**

Claim #: 8682416340000002 Date of Loss: 12/13/2020

Claimant Name: City Of Norman Insured Name: Roman Sanchez Pav To:

Tax ID / SS# / Atty ADJ Code: City Of Norman

Adjuster Code: CCFU

City Of Norman 201 W Gray ST Norman Ok 73069-7108 **Total Amount:** \$*****315.80

Payment Type:

LOSS

IP AND FEATURE AND AMOUNT

APD

\$****315.80

In Payment Of Property Damage Coverage Report: 2020-00079213



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Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

*These online services are unavailable to Assigned Risk policyholders and Commercial policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO CASUALTY CO 2280 N. GREENVILLE AVE RICHARDSON, TX 75082-4412

(21-31) Bank of America South Portland, ME 04106

52-153 112 ME NO. N 221469215 VOID AFTER 180 DAYS

Claimant: City Of Norman Insured Name: Roman Sanchez Claim Number: 8682416340000002 in Payment of: Property Damage Coverage

Date. 02/04/2021

Feature Symbol & Amount

Report: 2020-00079213

Amount:

APD \$****315.80

\$*****315.80

Pay to the Order of: CITY OF NORMAN

Mail To: City Of Norman 201 W Gray ST Norman Ok 73069-7108

Neal M. Craig





November 16, 2020

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery

Incident Report: 20-69246

On October 25, 2020, damage was sustained to a roadway light pole assembly located along the northbound I-35 off-ramp to Main Street. The driver was identified as McKenna Moore and the responsible party was identified as Hayley Brooks

Attached is a check from Root Insurance in the total amount of \$6,501.79 to cover damage costs.

Please advise if further information is needed.

Attachment

cc:

Shawn O'Leary, Director of Public Works Brian McNabb, Traffic Signal Supervisor David Riesland, City Traffic Engineer

SUMMARY

Item 29.

CHECK DATE: CHECK NUMBER: AMOUNT:

ROOT CLAIM NUMBER:

11/07/2020 927232 \$6,501.79 M44LBMOK



<u> Միիսրիսիգիիերի Միիսիիիի Միիսիիի Միիսիի</u>

Root Insurance Company

ATTN: Claims Dept

80 East Rich Street

Columbus OH 43215

21165910 - 00024

CITY OF NORMAN ATTN JEANNE SNIDER PO BOX 370

Root Insurance Co

NORMAN, OK 73070-0370

Our goal is to ensure you are completely satisfied with your claim experience. If you have any questions or concerns, please reach out to your claims expert directly or support at 1-866-980-9431, Monday through Friday, 9 a.m. to 5 p.m. EST.

LPD101 -21165910-000024-1/1-000

THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND. SECURITY FFATURES INCLUDE THERMOCHROMIC INK, MICI	ROPRINTING, A VOID PANTOGRAPI	H, AND AN ARTIFICIAL WATERMARK AND SECURITY SCREEN ON THE BACK.
Root Insurance Company 80 East Rich Street Columbus, OH 43215		927232 11/07/2020 Check Number Date Amount
PAY EXACTLY *********6,501* DOLLARS AND * 79	* CENTS	\$*****6,501.79
TO THE CITY OF NORMAN ORDER ATTN JEANNE SNIDER OF: PO BOX 370		Void after 180 days from date of check
USbank. NORMAN, OK 73070-0370		
Memo: 21520		AUTHORIZED SIGNATURE



January 20, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech



SUBJECT:

City of Norman Debt Recovery Incident Report: 2020-52005

On August 13, 2020, damage was sustained to a Bike Route sign installation located on Main Street at Lamp Post Road. The driver was identified as Jeremy Lachance and responsible party was identified as Bonnie Lachance.

Attached is a check from Geico Casualty Co. in the total amount of \$152.67 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works Dennis W. Davis, Traffic Control Supervisor

David Riesland, Traffic Engineer

Barbara Andros, Revenue Collection Supervisor

21-4

21-4

NO. N 220350841

Date: 12/18/2020

2280 N. GREENVILLE AVE RICHARDSON, TX 75082-4412

Claim #: 0670597990000003 Date of Loss: 08/14/2020

Claimant Name: City Of Norman

Pay To:

Insured Name: Bonnie Lachance

City Attorney's Office

Tax ID / SS# /

Atty ADJ Code: Adjuster Code: G209

豜

City Of Norman PO Box 370 Norman Ok 73070-0370 **Total Amount:** \$*****152.67

Payment Type:

LOSS

IP AND FEATURE AND AMOUNT

APD \$****152.67

in Payment Of Property Damage Coverage Account #: 10550223-43213



.200021670597990000003002723

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PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO CASUALTY CO 2280 N. GREENVILLE AVE

(21-4)

Bank of America South Portland, ME 04106

NO. N 220350841

RICHARDSON, TX 75082-4412

Claim Number: 0670597990000003

VOID AFTER 180 DAYS

Claimant: City Of Norman Insured Name: Bonnie Lachance In Payment of: Property Damage Coverage

Date: 12/18/2020

Feature Symbol & Amount

Account #: 10550223-43213

Amount:

APD S****152.67

\$*****152.67

Pay to the Order of: CITY ATTORNEY'S OFFICE

City Of Norman PO Box 370 Norman Ok 73070-0370

Neal M. Craig

52-153

112 ME



February 2, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery

Incident Report: 2020-52890

On August 14, 2020, damage was sustained to an End-of-Road sign installation located near the intersection of Rock Creek Road and 24th Avenue NW. The unidentified driver fled the scene but the responsible party was identified as Lindsey Arnold.

Attached is a check from Allstate insurance in the total amount of \$144.42 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works

Dennis W. Davis, Traffic Control Supervisor

David Riesland, Traffic Engineer

Allstate Insurance Company - Claims Payment Processing P.O. Box 650048 , Dallas, TX 75265 , United States

րևլեններներ երբայիլի իրականականի կումերի կումերի և այսերի հայուրական անականության անձանական անականության անձան CITY OF NORMAN PO BOX 370 NORMAN OK 73070-0370





01 /26/2021

CITY OF NORMAN,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF \$144.42 FOR YOUR LOSS ON 8/14/2020.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0600525729 DATE OF LOSS: 08/14/2020

IN SURED: LINDSEY ARNOLD

In payment for Property Damage Liability for Date of Loss 8/14/2020.

ALISTATE INDEMNITY COMPANY 1-800-255-7828



0000020210126002390ZCT01001001002692

INSURED: LINDSEY ARNOLD (21-5) CLAIMANT: CITY OF NORMAN

IN PAYMENT OF: LOSS ON 8/14/2020.

PAY: ONE HUNDRED FORTY-FOUR DOLLARS AND FORTY-TWO CENTS

Allstate[®]

3-2055SW

CITY OF NORMAN TO THE PO BOX 370 ORDER NORMAN OK 73070-0370 OF

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

CLAIM NUMBER 176178089 0600525729 EMPLOYEE ID TAX ID R3MV 64-1278 Bank of America NA Atlanta, Dekalb Cty, Georgia Bank of America Customer Connection 611

\$ 144.42

INVOICE NUMBER	MCO	DATE ISSUED
	5550	01/26/2021
OMPANY: ALLSTATE INDEMNITY	COMPAN	Υ







DATE: November 23, 2020

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery

Incident Report: 20-62377

On September 25, 2020, damage was sustained to a pedestrian lighted crosswalk assembly located on the southeast corner of Main Street and I-35. The driver was identified as Jason Akbaran and the responsible party was identified as Karen Akbaran.

Attached is a check from Geico Insurance in the total amount of \$2,941.14 to cover damage costs.

Please advise if further information is needed.

Attachment

cc: Shawn O'Leary, Director of Public Works

Brian McNabb, Traffic Signal Supervisor David Riesland, City Traffic Engineer

GEICO INDEMNITY CO Field Claim Center: 09 Dallas

NO. N 219627238

Date: 11/19/2020

2280 N. GREENVILLE AVE **RICHARDSON, TX 75082-4412**

Claimant Name: Sara Encinas Insured Name: Karen Akbaran

Tax ID / SS# / Atty ADJ Code:

Adjuster Code: CBIA



The City Of Norman/Sara Encinas PO Box 370 Norman Ok 73070-0370



Claim #: 0300459260101200

Date of Loss: 09/25/2020

The City Of Norman

Pay To:

Payment Type: LOSS

IP AND FEATURE AND AMOUNT

APD \$***2941.14

In Payment Of Property Damage Coverage DOL 9/25/20



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Now, parties involved in a GEICO claim can track the progress of the claim, view damage photos and more at geico.com! *GEICO policyholders can make a payment, change drivers or vehicles and request additional coverages.* Not insured with GEICO? 15 minutes could save you 15% or more on car insurance. Of course, we're also available for policy or claim service 24/7 at 1-800-841-3000.

* These online services are unavailable to Assigned Risk policyholders and Commercial policyholders.

clmschck

PLEASE DETACH AND KEEP FOR YOUR RECORDS

GEICO INDEMNITY CO 2280 N. GREENVILLE AVE RICHARDSON, TX 75082-4412

Claimant: Sara Encinas Insured Name: Karen Akbaran Feature Symbol & Amount

APD \$***2941.14

Bank of America South Portland, ME 04106

Claim Number: 0300459260101200 In Payment of: Property Damage Coverage DOL 9/25/20

52-153 112 ME NO. N 219627238

VOID AFTER 180 DAYS Date: 11/19/2020

Amount:

\$****2,941.14

Pay to the Order of: THE CITY OF NORMAN

Mail To: The City Of Norman/Sara Encinas PO Box 370 Norman Ok 73070-0370

Neal M. Caig

\$ 145 00



DATE: February 3, 2021

TO: Jeanne Snider, Assistant City Attorney II

FROM: Brian McNabb, Traffic Signal Supervisor

SUBJECT: Damage Cost Report - Lindsey Street and Chautauqua Avenue

On January 28, 2021, a pedestrian pedestal pole located on the northeast corner of Lindsey Street and Chautauqua Avenue was damaged in a vehicle accident. A responsible party has been identified on the attached collision report #2021-00005294. Listed below are the costs associated with the necessary repairs that were performed.

Total Replacement Cost

Material Cost

1 - ea square base assembly

Labor Cost Breakdow	<u>/n</u>	iotai	Kepiacement C	ost	\$ 145.00
N. Hemesley B. Rollins	1.25 hr/s reg. 1.50 hr/s reg.	@ @	\$ 23.79 \$ 28.07	\$ 29.74 \$ 42.11	
Supervision/Miscella	neous Time Cost	(A) S	ubtotal	\$ 71.85	
K. Coffin B. McNabb D. Riesland	1.00 hr/s reg. 1.00 hr/s reg. 1.00 hr/s reg.	@ @	\$ 18.72 \$ 39.43 \$ 62.41	\$ 18.72 \$ 39.43 \$ 62.41	
Equipment Time Cos	t Breakdown		ubtotal Labor Costs (A	\$ 120.56) + (B)	\$ 192.41
Unit 626 Unit 629	1.00 hr/s 1.00 hr/s	@	\$ 15.00 \$ 15.00	\$ 15.00 \$ 15.00	
		Total TOTA	ne Costs	\$ 30.00 \$ 367.41	

If reimbursement funds are received, please have them deposited in <u>Account No.</u> <u>10550223-43212.</u> Should additional information be desired, please advise.

BM/kc

Cc: Shawn O'Leary, Director of Public Works David Riesland, Transportation Engineer



memorandum

DATE:

February 1, 2021

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery

Incident Report: 2020-40677

On June 22, 2020, damage was sustained to a CHEVRON sign installation located at the intersection of Robinson Street and 60th Avenue NW. The driver was identified as Virginia McMahon and responsible party was identified as Pamela McMahon.

Attached is a check from Horace Mann insurance in the total amount of \$169.15 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works Dennis W. Davis, Traffic Control Supervisor

David Riesland, Traffic Engineer





Date	Number	Amount	
01/25/2021	4100585305	\$169.15	

Insured:		 	 	
₱anela McMahon				
	-			
Check Issued By:				
■iyan Coulter				
	**	 		

Reason: Collision Supplement City of Ok for sign damage

Reason: Collision Supplement City of Ok for sign damage

Claim Number: AU02224954 Loss Date: 06/22/2020 Policy Number: 3581907540

Name Of Insured: Pamela McMahon

Claimant: Pamela McMahon

DETACH BEFORE DEPOSITING

This blue check contains multiple fraud deterrent security features, all features detailed on back of check.

Horace Mann

Horace Mann Property and Casualty Insurance Compan

INB, N.A.

217-747-5543

4100585305

1 Horace Mann Plaza Springfield, iL 62715-0001 800-999-1030

20-51 Claim Numer AU02224954

Loss Date 2020-06-22

Policy # 3581907540 DATE 01/25/2021 70-2620

One Hundred And Sixty Nine And 15/100 US Dollars

PAY TO THE ORDER OF: CITY ATTORNEY'S OFFICE

> MAIL TO: CITY ATTORNEY'S OFFICE PO BOX 370

NORMAN,OK 73070

Amount

************\$169.15

VOID AFTER 90 DAYS

Mark Just





DATE: March 2, 2021

TO: Clint Mercer, Chief Accountant

FROM: Sarah Encinias, Legal Admin Tech

SUBJECT: City of Norman Debt Recovery

Incident Report: 21-5294

On January 28, 2021, damage was sustained to a pedestrian pedestal pole located on the northeast corner of Lindsey Street and Chautauqua Avenue. The driver was identified as Chase Borchardt and responsible party was identified as Andrew Borchardt.

Attached is a check from SafeCo Insurance in the total amount of \$367.41 to cover damage costs.

Please advise if further information is needed.

Attachment

cc: Shawn O'Leary, Director of Public Works

David Riesland, Transportation Engineer Brian McNabb, Traffic Signal Supervisor

CLAIM OFFICE ADDRESS: P.O. BOX 1525 DOVER, NH 03821-1525

Safeco Insurance

CHECK REFERENCE 52077699 CHECK DA 02/08/21

CHECK AMOUNT BLOCK NUMBER 003470

CONTACT: BERRY, CHERI PHONE: 1-800-2CLAIMS

ACCIDENT DATE: 01/18/21

PAGE 1 OF 1
U/W CO: SAFECO INSURANCE COMPANY OF AMERICA

INSURED NAME: DAIL, MEGAN

OSN: VVO101020801-003834 CLAIM NUMBER: 044547364-0003

CLAIMANT NAME: CITY OF NORMAN

POLICY NUMBER: Y8998799
INSURED OPERATOR:

COVERAGE	INVOICE NO	DATES OF SERVICE	CHARGES	PAID AMT	ADJUSTMENTS
LIABILITY PROPERTY DAMAGE			367.41	367.41	
		TOTAL CHARGE:		367.4	il
PAYMENT TO: CITY OF NORMAN		TOTAL PAID:		367.4	1
		TOTAL DEDUCTIBLE:		0.0	10
		TOTAL FEDERAL WITHH	OLDING:	0.0	10
		CHECK AMOUNT:		367.4	1

NOTES

CITY CLAIM 21-37

PLEASE REFERENCE CLAIM NO AND SEND THIS EOP WITH ALL CORRESPONDENCE

CAREFULLY DETACH CHECK BEFORE DEPOSITING - RETAIN STATEMENT FOR YOUR RECORDS

VERIFY THE AUTHENTICITY OF THIS MAN TI-TOME SECURITY DOCUMENT. SO THE CHECK BACKGROUND AREA CHANGES COLOR GRADUALLY FROM TOP TO BOTTOM.

VIS * 003470 CHANDLER, AZ-CLAIMS P.O. BOX 1525 DOVER, NH 03821-1525 Safeco Insurance.

A Liberty Munual Company

51-64/119 BANK OF AMERICA HARTFORD, CT

*PAY*THREE*HUNDRED*SIXTY*SEVEN*DOLLARS*FORTY*ONE*CENTS*

 OFFICE NO. B. CODE
 PAYMENT IDENTIFICATION
 CHECK NUMBER
 CHECK DATE

 0647
 404
 CLAIM
 044547364-0003
 52077699
 02/08/21

PAY ****\$367.41

VOID IF NOT PRESENTED WITHIN 90 DAYS OF ISSUE DATE OF CHECK

PAY TO THE ORDER OF

CITY OF NORMAN PO BOX 370, NORMAN OK 73070

d= 2 Po-



MeMorandun

DATE:

November 13, 2020

TO:

Clint Mercer, Chief Accountant

FROM:

Sarah Encinias, Legal Admin Tech

SUBJECT:

City of Norman Debt Recovery Incident Report: 2020-42950

On July 1, 2020, damage was sustained to a STOP sign installation located at the intersection of 36th Avenue SE and Alameda Street. The driver was identified as Brittain Langdon and responsible party was identified as Lee Langdon.

Attached is a check from Allstate Insurance in the total amount of \$167.60 to cover damage costs.

Please advise if you need additional information regarding this incident.

Attachment

cc:

Shawn O'Leary, Director of Public Works

Dennis W. Davis, Traffic Control Supervisor

David Riesland, Traffic Engineer

Allstate Insurance Company - Claims Payment Processing P.O. Box 65004R Dallas, TX 75265 , United States



11/03/2020

CITY OF NORMAN,

ENCLOSED PLEASE FIND PAYMENT IN THE AMOUNT OF \$167.60 FOR YOUR LOSS ON 7/1/2020.

PLEASE REFERENCE CLAIM DETAILS BELOW.

CLAIM NUMBER: 0591525753 DATE OF LOSS: 07/01/2020

IN SURED:

LEE M LANGDON

In payment for Property Damage Liability for Date of Loss 7/1/2020.

ALISTATE FIRE AND CASUALTY INSURANCE COMPANY 1-800-255-7828



169257361

64-1278

611

(21-2)

INSURED: LEE M LANGDON
CLAIMANT: CITY OF NORMAN
IN PAYMENT OF: LOSS ON 7/1/2020.

PAY: ONE HUNDRED SIXTY-SEVEN DOLLARS AND SIXTY CENTS

Allistate

TO THE CITY OF NORMAN
ORDER PO BOX 370
NORMAN OK 73070-0370

VOID IF NOT PRESENTED WITHIN THREE HUNDRED, SIXTY-FIVE DAYS OF DATE OF ISSUE

 CLAIM NUMBER

 0591525753
 EMPLOYEE ID

 TAX ID
 R4B0

 Bank of America NA Atlanta, Dekalb Cty, Georgia
 Bank of America Customer Connection

0000020201103000803ZCT01001001000919

\$ 167.60

INVOICE NUMBER MCO DATE ISSUED 2580 11/03/2020

COMPANY: ALLSTATE FIRE AND CASUALTY INSURANCE COMPANY

Samuel DPUL

AUTHORIZED SIGNATURES





File Attachments for Item:

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-68: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$180,000 FROM 2021 STREET MAINTENANCE BOND PROGRAM TO BE USED TO COMPLETE ASPHALT MAINTENANCE ON 72ND AVENUE N.W. IN COORDINATION WITH CLEVELAND COUNTY DISTRICT 3.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF RESOLUTION R-2122-68: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$180,000 FROM 2021 STREET MAINTENANCE BOND PROGRAM TO BE USED TO COMPLETE ASPHALT MAINTENANCE ON 72ND AVENUE N.W. IN COORDINATION WITH CLEVELAND COUNTY

DISTRICT 3.

BACKGROUND:

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Asphalt Pavement Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventative Maintenance. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City's current Pavement Management System.

72nd Avenue NW from Franklin Road to the South End was selected as a year 4 Rural Road project within the 2021 Street Maintenance Bond program. This portion of 72nd Avenue NW is a section line road, and the shared border for City of Norman city limits and unincorporated Cleveland County.

DISCUSSION:

The City of Norman awarded Contract K-2122-4 to Silver Star Construction Company on July 13, 2021 for the FY '22 Asphalt Pavement Maintenance project. This project was competitively bid and resulted in a contract award below the adopted budget amount for the project locations. With the completion of referenced project and the remaining funds available in these projects, staff is proposing the transfer of funds to support the early completion of 72nd Avenue NW, a year 4 project as follows:

BP0482 – Sunset Addition	\$55,000
BP0483 – Classen Miller Addition	\$70,000
BP0484 – Parsons Addition	\$55,000
TOTAL to be transferred to BP0519	\$180,000

The City of Norman has a long standing relationship with Cleveland County utilizing an Interlocal Agreement to work together in maintaining infrastructure located within unincorporated Cleveland County and the City of Norman. In an effort to further this collaboration, Staff has worked to secure an agreement with Cleveland County District 3 for the purpose of completing asphalt maintenance on 72nd Avenue NW from Franklin Road to the South End. Staff is requesting that remaining funds from year 1 of the 2021 Street Maintenance Bond be allocated to 72nd Avenue NW for the completion of Asphalt Pavement maintenance in coordination with Cleveland County District 3 and effectively moving project from year 4 schedule and including project in year 1 schedule.

RECOMMENDATION:

Staff recommends transfer of funds from the 2021 Street Maintenance Bond program in the amount of \$180,000 from projects BP0482, BP0483, BP0484 (Account 50594401-46101) to project BP0519 (Account 50593376-46101) 72nd Avenue NW from Franklin Road to South End.

Item 30.



A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$180,000 FROM THE 2021 STREET MAINTENANCE BOND PROGRAM TO BE USED TO COMPLETE ASPHALT MAINTENANCE ON 72ND AVENUE N.W. IN COORDINATION WITH CLEVELAND COUNTY DISTRICT 3.

- § 1. WHEREAS, City Council approved a contract with Silver Star Construction Company for the FYE 2022 Asphalt Pavement Maintenance Project and with the completion of this project there are remaining funds available; and
- § 2. WHEREAS, the City of Norman has a long standing relationship with Cleveland County utilizing an Interlocal Agreement to work together to maintain infrastructure located within unincorporated Cleveland County and the City of Norman; and
- § 3. WHEREAS, Staff has worked to secure an agreement with Cleveland County District 3 to complete asphalt maintenance on 72nd Avenue N.W. by moving \$180,000 from three completed projects into the 72nd Avenue N.W. Project.

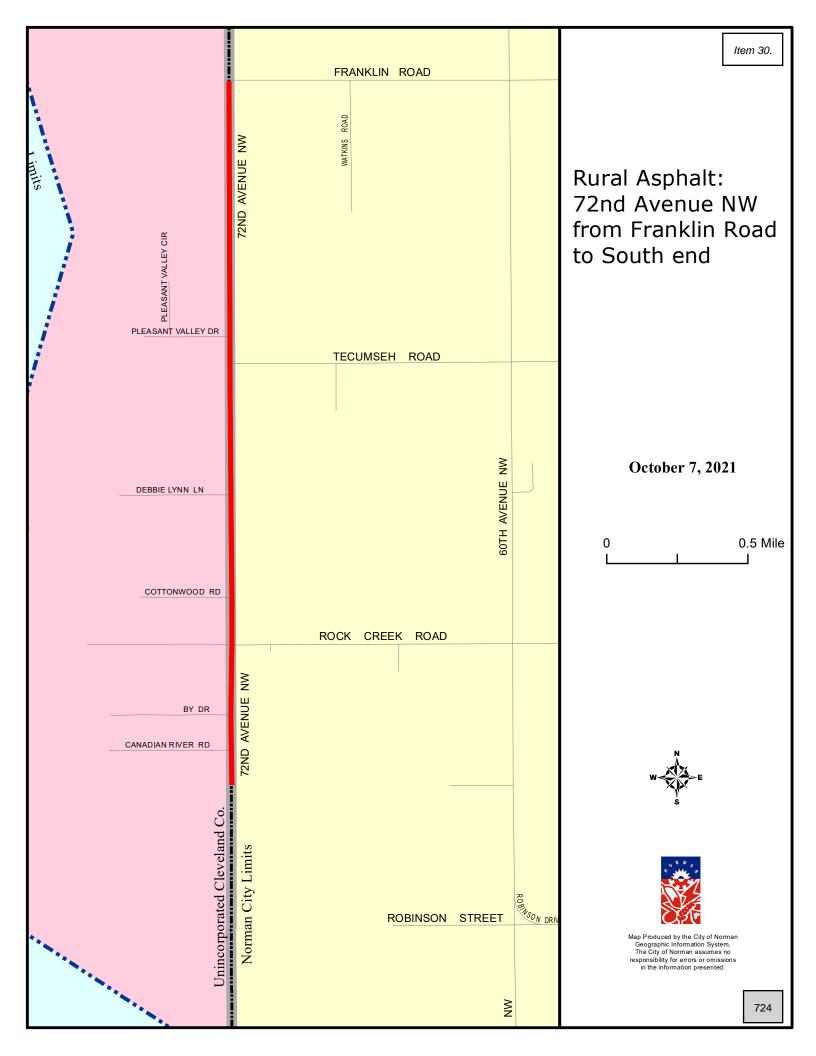
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

§ 4. That the following appropriations be made as outlined above:

Gaining Account Name	Losing Account Name	Amount
Project BP0519, 72nd Ave. NW Franklin-south end. construction (50593376-46101)	Project BP0482, Sunset Addition Iowa St., Construction (50594401-46101)	\$55,000
Project BP0519, 72nd Ave. NW Franklin-south end. construction (50593376-46101)	Project BP0483, Classen Miller Alameda/Enid, Construction. (50594401-46101)	\$70,000
Project BP0519, 72nd Ave. NW Franklin-south end. construction (50593376-46101)	Project BP0484, Parsons Addition Flood., Construction (50594401-46101)	\$55,000

PASSED AND ADOPTED this 14th day of December, 2021.

		Mayor	
	ATTEST:	Ž	
.3 •			
7	City Clerk		





November 15, 2021

Joseph Hill Street Program Manager 668 East Lindsey Street Norman OK 73069

RE: 72nd Avenue NW from South end to Franklin Road

Mr. Joseph Hill

The Board of County Commissioners approved the 72nd Ave joint project with the City of Norman on Monday November 15 2021. Cleveland County District #3 will provide assistance with hauling of asphalt material's as needed. Cleveland County District #3 will also be liable for payment on material placed along southbound lanes within the unincorporated area.

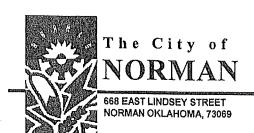
To set the schedule, Please be contact Richey Fink, District #3 Foreman at 405-872-3888.

Haralon

We look forward to working with you.

Harold Haralson, Commissioner

Cleveland County District #3



PUBLIC WORKS DEPARTMENT

STREETS DIVISION Phone: 405-329-2524 Fax: 405-292-9722

Cleveland County District 3 9055 US 77 Noble, Oklahoma 73068

RE: 72nd Avenue NW from South end to Franklin Road

Dear Commissioner Haralson:

In Accordance with the Inter Local agreement between City of Norman and Cleveland County, I am requesting assistance as outlined below on the described project:

72nd Avenue NW from South end to Franklin Road – Asphalt leveling course and Asphalt pavement overlay

The City of Norman and Cleveland County have been in discussion regarding opportunity to collaborate for benefit of both parties on 72nd Avenue NW as described above. The City of Norman agrees to provide Asphalt pavement placement throughout the described roadway section under the terms that Cleveland County District 3 understands and acknowledges the liability for payment on material placed along southbound lanes within Unincorporated Cleveland County. The City of Norman further requests that during this construction activity Cleveland County District 3 provide assistance with hauling of asphalt materials as needed for the completion of this work.

Estimated cost of Asphalt pavement materials for 2.5 lane miles of Asphalt leveling and 2.0" overlay in unincorporated Cleveland County: \$180,000.00

Thank you for your help with this request, and if you have any questions or comments, please advise.

Best Regards.

Joseph Hill

Street Program Manager

Cc: Shawn O'Leary, Director of Public Works Rick Wilkerson, Street Supervisor

726



PUBLIC WORKS DEPARTMENT

STREETS DIVISION Phone: 405-329-2524

Fax: 405-292-9722

Cleveland County District 3 9055 US 77 Noble, Oklahoma 73068

RE:

72nd Avenue NW from South end to Franklin Road

Dear Commissioner Haralson:

In Accordance with the Inter Local agreement between City of Norman and Cleveland County, I am requesting assistance as outlined below on the described project:

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The City of Norman and Cleveland County have been in discussion regarding opportunity to collaborate for benefit of both parties on 72nd Avenue NW as described above. The City of Norman agrees to provide Asphalt pavement placement throughout the described roadway section under the terms that Cleveland County District 3 understands and acknowledges the liability for payment on material placed along southbound lanes within Unincorporated Cleveland County. The City of Norman further requests that during this construction activity Cleveland County District 3 provide assistance with hauling of asphalt materials as needed for the completion of this work.

Estimated cost of Asphalt pavement materials for 2.5 lane miles of Asphalt leveling and 2.0" overlay in unincorporated Cleveland County: \$180,000.00

Thank you for your help with this request, and if you have any questions or comments, please advise.

Best Regards,

Joseph Hill

Street Program Manager

Cc: Shawn O'Leary, Director of Public Works

Rick Wilkerson, Street Supervisor

File Attachments for Item:

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-70: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE CITY OF NORMAN WATER CONSERVATION PLAN 2021.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Rachel Croft

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF RESOLUTION R-2122-70: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING

THE CITY OF NORMAN WATER CONSERVATION PLAN 2021.

BACKGROUND:

In 2001, Norman's Strategic Water Supply Plan was adopted by Council. The City developed a Water Conservation Plan in 2002. The Water Conservation Plan outlined a short history of Norman's water system, an inventory of Norman's water sources, customer uses, rates, system loss, and fundamental water conservation measures. The Water Conservation Plan was updated in 2006, 2011, 2014, and most recently in 2016.

Council adopted the 2016 Water Conservation Plan, including the Drought Contingency Plan on May 10, 2016. Since 2016, many changes have happened within our water system and warrants a revision and update of our Water Conservation Plan.

The Phase II Water Treatment Plant upgrades are now complete and staff has amended the plan to show additional chemical treatment, such as ozone and the use of ultraviolet disinfection. The most significant change with the new 2021 plan is the increase in capacity from 23 to 30 MGD due to the addition of 9 new water wells. This along with the updated OKC water contract in 2017 substantially affects the Drought Contingency Plan triggers within our conservation plan.

DISCUSSION:

Staff has examined the 2016 Plan and now proposes to add the following edits:

- Water system inventory updates
- Water Treatment Plant process updates
- Water system production updates
- Population and consumption figures and tables updated
- Updates to hyperlinks still connected to the previous City of Norman website address
- Updates to the lake usage figures

- Added tables for average watering requirements of different lawn types and links to OSU Extension fact sheets
- Updated notable conservation efforts in the City of Norman
- Updated media campaign and education information
- Updated Triggers for Stage 2, 3, 4, and 5 emergency conservation and added new figures

RECOMMENDATION:

Staff recommends the adoption of Resolution No. R-2122-70 adopting the City of Norman 2021 Water Conservation Plan.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE CITY OF NORMAN WATER CONSERVATION PLAN 2021.

- § 1. WHEREAS, the Norman City Council believes it is important to plan for Norman's future water needs; and
- § 2. WHEREAS, the Norman City Council believes that the conservation of our water helps save our resources as well as the cost associated with providing water to our citizens; and
- § 3. WHEREAS, the Norman City Council adopted the City of Norman Water Conservation Plan 2011, including the Drought Contingency Plan on May 31, 2011 (the "2011 Plan"), and adopted minor amendments to the 2011 Plan via Resolution R-1213-103 on February 26, 2013; and
- § 4. WHEREAS, the Norman City Council undertook a comprehensive review of the 2011 Plan, resulting in adoption of the City of Norman Water Conservation Plan 2014 on January 28, 2014 (the "2014 Plan"); and
- § 5. WHEREAS, the Norman City Council adopted the City of Norman Water Conservation Plan 2016, (the "2016 Plan"), via Resolution R-1516-115 on May 10, 2016; and
- § 6. WHEREAS, the water rates, population data, and other data used for long term planning purposes are outdated and need to be revised;

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

THAT the Council of the City of Norman, Oklahoma, adopts the City of Norman Water

§ 7.

City Clerk

Conservation Plan 2021.	,	, ,	·	
PASSED AND ADOPTED this	_ day of		_, 2021.	
ATTEST:		Mayor		

City of Norman Water Conservation Plan 2021

(As Amended)



Lake Thunderbird, Norman, OK Photo credit: Bryce Holland



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1.0 HISTORY OF THE CITY OF NORMAN WATER SYSTEM

Settlement of public lands near the Little River and the South Canadian River in central Oklahoma progressed rapidly once the area was opened to entry in the late 1800's. In this area, the once known settlement called Camp Norman was incorporated into the City of Norman on May 13, 1891. Since its incorporation, the City of Norman has continually expanded. About this same time, the State of Oklahoma established the University of Oklahoma in Norman. Since then, our histories have traveled together.

For the first 65 years of our history, Norman's water supply was from wells drilled into the Garber Wellington Aquifer located beneath central Oklahoma. The aquifer is sometimes referred to as the Central Oklahoma Aquifer. The aquifer ranges South to North from Norman to Guthrie. The aquifer ranges west to east from I-35 to Shawnee. In the 1940's, city officials began to realize the need for additional water resources which led to discussions with the Bureau of Reclamation and ultimately the reconnaissance study for a reservoir in 1949.

A Feasibility Study followed in 1954, a Reappraisal Report in 1959, and a Definite Plan Report in 1961. These all led the Federal Government to the conclusion that a surface reservoir was needed to serve area communities. The reservoir was named The Norman Project, eventually to become Lake Thunderbird and was authorized by Congress on June 27, 1960. The Norman Project considered serving Oklahoma City, Tinker Air Force Base, Norman, Midwest City and Del City. Oklahoma City realized the quantity was too small for their efforts. Tinker decided to stay with their wells which left the supply for Norman, Midwest City, and Del City. Three members from Norman, three members from Midwest City, and one member from Del City were appointed to form the Central Oklahoma Master Conservancy District (COMCD) in 1961. Their purpose was to manage the needs of all project participants. The lake was designed to yield a reliable water supply of 21,600 acre feet per year or approximately 7 billion gallons per year. The contract stated that Norman would receive 43.8%, MWC 40.4%, and Del City 15.8%. The population for Norman was 33,412 in 1960.

Throughout this time the lake and the water wells have continued to be used to supply its citizens as needed. In the 1970's increased peak day water demand was stressing the system. In 1982, the water treatment plant (WTP) was expanded from 7 million gallons per day (MGD) to 14 MGD. Though this did not expand the annual allocation of water from Lake Thunderbird, the WTO was now capable of replenishing water used after peak day demands experienced in the summertime. The population for Norman had grown to 68,020 in 1980. As the population and associated water demands expanded over time, this led to water shortages and rationing in the 1990's for Norman. Additional water wells began to be constructed and, in 1999, 31 wells along with a 14 MGD water treatment plant were being utilized to meet Norman's demand. The population for Norman was 95,694 in 2000.

In 2000, Norman completed a connection to the treated water supply system of Oklahoma City. This connection served as an emergency reserve supply and was only operated during times of extreme demand or system emergency. While producing water from the lake and wells is a much lower cost than purchasing water from Oklahoma City, and it was more economical at this time for Norman to purchase additional water at Oklahoma City's Peak Rate. In January of 2006, the arsenic rule came into effect which lowered the arsenic limits from 50 micrograms per



liter to 10 micrograms per liter. This lower limit forced the City to turn off several wells and Norman's water supply was reduced to 15 active wells along with the water from Lake Thunderbird. This same year, the citizens of Norman voted to significantly raise their water rates in order to address the impacts of the more stringent arsenic limits. With the rate increase, new wells were drilled in northeast Norman. Also, large irrigation users were reviewed in an effort to replace their potable water needs with irrigation quality water. Norman began encouraging citizens to practice conservation every day.

Prior to our current tiered water rate structure, over 60% of households used more than 20,000 gallons per month. In July 1999, following voter approval, the City moved to a tiered water rate structure in which the cost of water increases as customers use more water. This has reduced the number of households using more than 20,000 gallons per month to below 50%. More information on our utility rates can be found at the link below:

https://www.normanok.gov/your-government/departments/finance/utility-rates-and-information

In 2016, the City of Norman was operating with the same amount of water that it had in 2006 (21,600 acre feet annually from Lake Thunderbird and 31 water wells). The cost of purchasing water on an emergency basis from Oklahoma City had increased substantially, so in 2015, the City of Norman began purchasing 1 MGD from Oklahoma City on a regular basis since it was now cheaper than paying for an occasional emergency supply. The annual purchase from Oklahoma City has helped with the water quantity situation and the City continues to purchase water today. The cost of purchasing water directly from Oklahoma City increases after each new contract agreement, so it's becoming even more important for Norman to find alternative sources of supply. Today, the City of Norman operates with 21,600 acre feet annually from Lake Thunderbird and 32 active water wells, with an additional 9 water wells in the latter phases of construction, for a total of 41 water wells, in addition to the 1 MGD purchased from Oklahoma City. The population for Norman as of July 2020 is 128,026.

2.0 WATER SYSTEM INVENTORY

2.1 Water Wells

Today, Norman utilizes Lake Thunderbird, 32 water wells drilled into the Garber Wellington Aquifer, and purchases 1 MGD from OKC to meet everyday water needs. Ground water is pumped from the Garber Wellington Aquifer directly into Norman's water distribution system with the exception of a few wells. Some wells are blended with other water sources to meet the arsenic rule. One well has an arsenic removal system set up with chloramination. The remaining wells meet current water quality standards without additional treatment. City staff continues to monitor updates to the ground water rule and unregulated contaminants that might be added in the future.

Currently, nine new water wells are under construction and will be online within the next few months. This is in accordance with our 2060 Strategic Water Supply Plan which is available for review on the City of Norman website and at the link below. The addition of these wells will create new blending sites with multiple wells in order to continue to meet the arsenic rule in



addition to moving to future plans of creating one blending site/treatment center for all City water wells before entering the distribution system.

https://www.normanok.gov/your-government/departments/utilities/water-treatment/strategic-water-supply-plan

Figure 1 graphically shows the general distribution of active water wells, including those closed due to high arsenic, as well as the nine new wells under construction, and their physical relation to Lake Thunderbird.

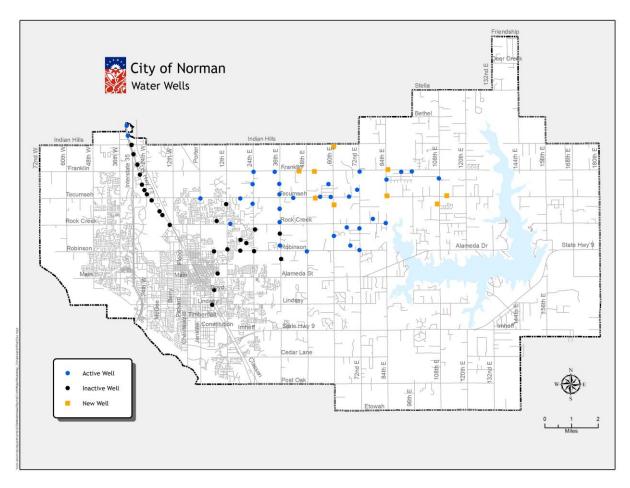


Figure 1. Active, inactive, and new wells for the City of Norman

2.2 Water Treatment Plant

Untreated "raw" lake water is delivered by the COMCD to Norman's water treatment plant. The plant design is conventional softening and it was constructed in the mid 1960's. The plant was expanded in 1982 and again in 2010 (Phase I). The water plant recently underwent additional water treatment improvements (Phase II) that will address taste and odor, algal toxins, pharmaceuticals and personal care products that might be found in the raw water supply by incorporating ozonation and ultra-violet light as part of these improvements. Figure 2 is the current treatment process for Norman's water treatment plant.



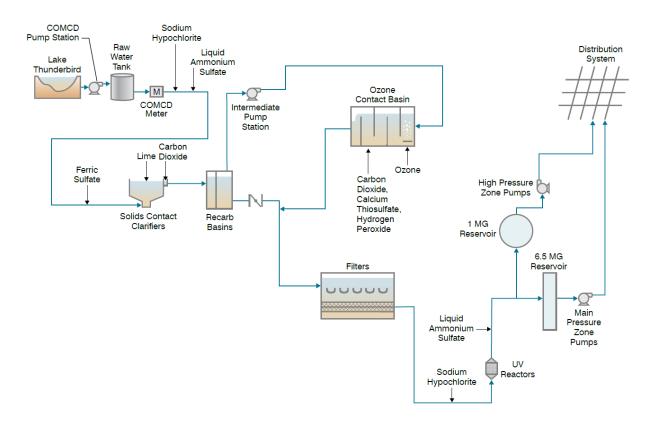


Figure 2. Water treatment process for the City of Norman

2.3 OKC Connection

Oklahoma City discontinued the peak purchase contract and Norman signed a new contract to purchase 1 MGD for the next fixe plus years. This contract quantity can be increased moving forward and staff will continue to monitor. The vault location is located at the northwest boundary of Norman's city limits.

In addition to the current 1 MGD flow, the supply line connecting Norman to Oklahoma City provides an emergency supply source. Maximum delivery rate can vary from 6.5 to 9 MGD depending on season and ultimately the pressure differential between Oklahoma City and Norman. However, City staff stays at or below 7 MGD to minimize pressure disturbances.

3.0 WATER RIGHTS vs PRODUCTION

3.1 Water Supply Permitted Rights – Wells

A majority of Norman's ground water right permits are temporary permits which allow withdrawal of 2 acre-feet of water per acre per year. Norman is permitted for approximately 38,055 acre-feet of ground water which equates to roughly 12.4 billion gallons per year. The Garber-Wellington aquifer is currently being studied by the Oklahoma Water Resources Board and the Association of Central Oklahoma Governments (ACOG). Preliminary data suggests that



the sustainable yield is much less than the current water rights issued under temporary permits. ACOG indicates the recharge rate is approximately 2 inches per year which suggests that the sustainable yield will probably be between 0.25 and 0.5 acre-ft of water per year. If the decision is made to reduce the yield to 0.5 acre-ft of water per year, the NUA's water rights will be 3.08 billion gallons per year or an average of 8.4 Million Gallons per Day (MGD). This reduced yield would only allow for 30 wells operating 70% of the time throughout the year. Therefore, if the temporary permits are reduced before becoming final permits, additional ground water rights will be necessary. Staff hired a consultant to review Norman's water rights and possibly add to them and it was concluded that Norman is only using 20% of their current water rights. This ensured that the City would still be under their allocation after drilling 9 more water wells to increase production 2 million gallons per day.

3.2 Water Supply Permitted Rights - Surface Water

Norman's surface water comes from Lake Thunderbird which is controlled by the Central Oklahoma Master Conservancy District. Norman is permitted to use an allotment of 3.083 billion gallons per year. This equates to an average of 8.4 MGD. The Norman water treatment plant and raw water supply line had a maximum daily capacity of 14 MGD until 2011 when it was expanded to 17 MGD. However, since the annual average must remain at 8.4 MGD or less, Norman must use less surface water in the winter months to allow for the additional demand in the summer months. Norman has executed a contract with Del City and Midwest City to utilize their unused portion of water rights each year at a specified cost and as stipulated by contract. These agreements will potentially aid during years if and when Norman is over its annual lake allocation.

3.3 Water Production

Daily records are kept on the operations of each source of supply. Figure 3 represents the annual water usage from the three sources available to Norman. The Oklahoma City supply connection became available in summer 2000 and was an important part of our summer peak supply through 2016. Norman and OKC signed a new contract in 2016 in which Norman will purchase 1 MGD and no longer have the ability to peak from OKC.



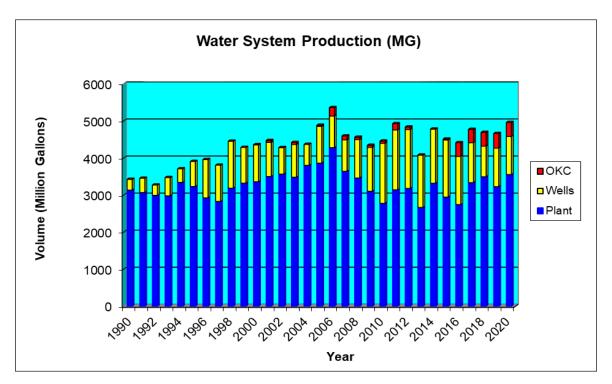


Figure 3. Production from City wells, water treatment plant, and purchased water from OKC

4.0 WATER CUSTOMER PROFILE

Norman is not a heavily industrialized community. Residential customers consume the majority of the water produced. Within Norman, the University of Oklahoma is the only purchase water system, which operates individually. Griffin Memorial and two mobile home parks used to also be considered purchase water systems before the Oklahoma Department of Environmental Quality edited the definition of a purchase water supply system in 2019.

Water demand is influenced by the population served, per capita water use, weather conditions and conservation measures, while the water supply capability is largely a matter of the resources available. To assess Norman's ability to meet future needs, the 2040 Strategic Water Supply Plan was developed to address water system improvements and expansion needs based on projected trends in usage. These efforts were based on historical data collected from Norman's operational and growth records. The 2040 Water Supply Plan projected continued gallon per capita day (gpcd) increases. The more recent 2060 Strategic Water Supply Plan has refined earlier projections and tapered forecasts down from original projections. These tapered forecasts are warranted since older household fixtures are continually replaced with newer water conserving devices and education continues regarding water conservation within the community.

4.1 Population

Norman's continual growth since 1890 is reflected in Table 1. The data provided in Table 1 originated from the United States Census Bureau.



Year	Total Population
1890	787
1900	2,225
1910	3,724
1920	5,004
1930	9,603
1940	11,429
1950	27,006
1960	33,412
1970	52,117
1980	68,020
1990	80,071
2000	96,065
2005	101,930
2010	110,925
2015	118,294

Table 1 – City of Norman, Historic Total Population

4.2 Customer Distribution

The City of Norman delivers water to retail customers inside the City Limits. Table 2 provides a customer summary for the City of Norman in February 2021. It is worth noting the City of Norman, unlike most cities, does not have a reserve water supply to meet future industrial ventures should a company want to relocate their business to Norman.

128,026

2020

Category	# of Accounts
Residential	38,090
Commercial	2,252
Industrial	36
Institutional	54
City of Norman	171
Schools/Government	32
OU	31
Total Customers	40,666

5.0 WATER USE PROFILE / RATES

5.1 Per Capita Consumption Data

Table 3 provides the calculated per capita information available from 1960 to 2020. Data from 1960-1980 are based on previous data projection methods. Data from 1990-2020 are based on projections obtained from the 2060 Strategic Water Supply Plan which was last evaluated in



2014. The data uses populations from available censuses and interpolations from these censesus, and also assumes increases in service connections from 85% in 2000 to 88% in 2020.

Table 3 – City of Norman, Historical Capita Consumption of Water

Year	Per Capita Consumption (gpcd)
1960	74
1970	81
1980	100
1990	138
2000	147
2001	148
2002	140
2003	142
2004	138
2005	152
2006	165
2007	139
2008	136
2009	128
2010	129
2015	119
2020	120

Values presented in Table 3 represent experienced demands. Though data from 1960 forward shows an increasing trend, data since 1990 indicates somewhat of a downward trend. Figure 4 below illustrates these trends.

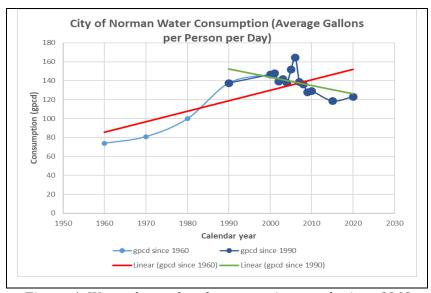


Figure 4. Water demand and consumption trends since 1960



It is expected that per capita consumption will increase with climate / weather. Data from the Oklahoma Climatological Survey is presented in Figure 5 below. It shows that Oklahoma has been in a period of above average rainfall since about 1983, which may account for the flattening of the water use trend. The state average water use is near 180 gpcd, indicating that Norman has already achieved significant water conservation. Further water conservation will probably be more difficult, and if Oklahoma enters a dry weather trend the increase may outweigh the savings that may be achieved.

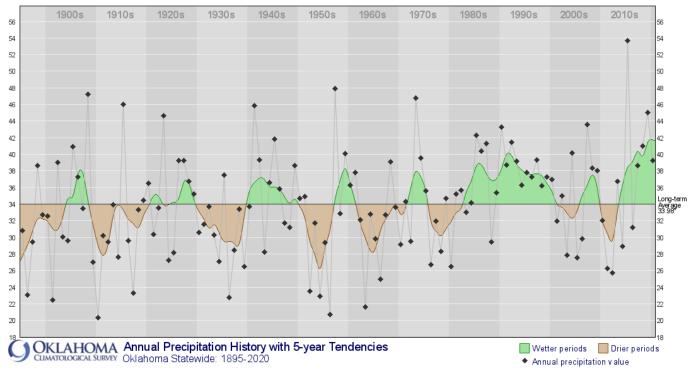


Figure 5. Oklahoma Climatological Survey Annual Precipitation History

5.2 Water Pricing Structure

The water rate structure in Norman is established by a majority vote of the public. The city charter prohibits increasing water rates by administrative action. The voters passed a water rate increase January 2015 by a 67% to 33% vote. The rate increase allowed the NUA to pay for \$50 million worth of improvements involving both water quality and quantity. Norman's current water rates can be found on the City's website:

https://www.normanok.gov/your-government/departments/finance/utility-rates-and-information



6.0 SYSTEM LOSS PROFILE

Utilities staff continually monitors percent loss within the water distribution system. Utilizing a 12 month running average, Norman's unaccounted water ranges from 9-15%.

In addition, City staff uses a free water audit software from the American Water Works Association (AWWA) that accounts for all water supplied, authorized consumption, real and apparent losses, non-revenue water, and system data in order to determine a more accurate water loss value for the entire year. In addition, priority areas are given for which the system can improve their score such as customer metering inaccuracies.

6.1 Water Treatment System Loss

Raw water is delivered to Norman's water treatment plant by the Central Oklahoma Master Conservancy District. Line losses in their delivery system are unknown. Losses within the boundaries of the treatment plant are thought to be minimal. Recent flow meters have been installed with the plant rehabilitation that will better track water inventories. Losses are usually attributed to the evaporation of filter backwash process water as it is held for extended periods in the residual ponds.

6.2 Distribution System Loss

As mentioned earlier, system losses are believed to be in the order of 9-15%. To minimize this value, line maintenance personnel are available 24 hours a day to address system failures as they occur. Upon being notified of a failure, crews respond with quick corrective action.

Another known source of water loss within the distribution system is from old and or fatigued water meters. The older meters have mechanisms that spin and account for the water used. These mechanisms deteriorate over time and are not able to register all of the water delivered to the customers. Line maintenance crews routinely test, remove and replace meters in an effort to improve water accountability. Approximately 700 meters are replaced annually of the 40,666 total meters. This equates to a replacement cycle of once every 58 years. American Water Works Association recommends a replacement cycle of small meters once per 10 years and suggest annually checking large meter accuracy since these usually register larger amounts of water used in the water system. In order to address these customer metering inaccuracies and lower the amount of water loss experienced each year, the City has plans to upgrade every water meter with Advanced Metering Infrastructure (AMI). These new meters will be able to continually communicate via radio frequency rather than manual reading for a more accurate monthly usage number.

7.0 WATER MANAGEMENT

Water Management for the City of Norman is very important, considering the historic increases in customer usage along with a growing population. The combination of growth, a slight increase of customer usage and most importantly a limited local water supply lead to significant water supply problems in the very near future. Recent conservation efforts have resulted in a



decrease in per meter usage while the population has increased. However, additional supply is necessary in addition to continue conservation efforts.

7.1 Water Use Issues

Norman utilizes Lake Thunderbird as its source for surface water supply. In addition to this, water wells into the Garber Wellington aquifer provide the other component of water supply. Each source is currently experiencing problems with either quantity capability or quality.

Since the 1960's, Lake Thunderbird has historically served the majority of Norman's water demand needs. The annual allotment from Lake Thunderbird is 9,460 acre-feet (3.082 billion gallons). In 1988 Norman exceeded the allotment for the first time. Since then, the water treatment plant use has exceeded the allowed allocation fifteen times. The demands on Lake Thunderbird have increased to the point that it cannot provide the City's supply requirements on a continual basis. Figure 6 depicts Norman continually increasing demand placed on Lake Thunderbird. Recent efforts were made to operate the well field at a maximum yield to reduce the annual demand from Lake Thunderbird and bring Norman's usage within the permitted allocation.

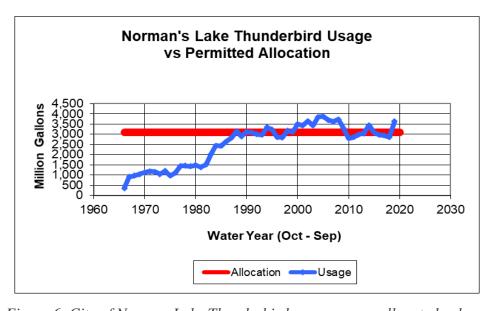


Figure 6. City of Norman Lake Thunderbird usage versus allocated volume

To reduce the demands on Lake Thunderbird, Norman began to rely heavily on water production from ground water wells to meet demands. This practice allows Norman to limit the extent of exceeding the Lake Thunderbird allotment annually. It is uncertain at this time if the well field can withstand this increased pumping strategy over time. Additionally, Norman must continue to address increased regulations regarding groundwater. The most impacting rule change was the one establishing new limits in the amount of naturally occurring arsenic. This rule change resulted in the loss of fourteen wells from service. In addition, another well failed fluoride



testing and one structurally failed. By January of 2006, the loss of these wells reduced Norman's total ability to supply water to a peak rate of 18.4 million gallons per day.

Currently, EPA is reviewing the existing regulatory limits for Chromium. If the current 100 parts per billion (ppb) regulation is reduced to a limit of 10 ppb or less, it will require most of the well field to be shut down and/or costly treatment added to continue use. EPA has also recently released candidates for future contaminants of concern which include vanadium. Similar to the other metals, the Garber Wellington well field has levels of vanadium prevalent as well.

7.2 Water Use Goal

Conserving and reusing water will ultimately save Norman citizens money and decrease the demands placed upon the environment in the form of additional supplies. Norman's conservation efforts have accomplished a reduction in the growth of the per capita usage. To further reduce per capita water usage, a combined effort of public education and water pricing will be necessary to achieve further reductions. In all cases, Norman will still need additional supplies of water for the future.

Indirect Potable Reuse (IPR) was recommended in the 2060 Strategic Water Supply Plan. The idea is based on treating water from the water reclamation facility to such a high quality; it could be placed back into Lake Thunderbird to augment the lake water supply. DEQ is currently drafting rules to allow for the possibility of such a reuse scenario. If the IPR rules become too stringent, the City of Norman will look at Direct Potable Reuse as a potential water source. This would entail piping the highly treated water (treated to drinking water quality) from the water reclamation facility directly back to the water treatment plant. Several "fail safes" would be installed to assure all water quality parameters are met or the treatment process would automatically shut down when not sufficient. More research into the feasibility of this concept will be undertaken before it becomes a reality.

7.3 Indoor Use and Ideas for Reduction

Indoor use patters as of 2016 are shown in Figure 7.

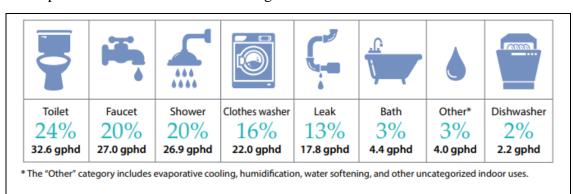


Figure 7. Indoor water use patterns

Source: Water Research Foundation Residential End Uses of Water, Version 2: Executive Report, April 2016. Available at: https://www.awwa.org/Portals/0/AWWA/ETS/Resources/WaterConservationResidential End Uses of Water.pdf?ver=2016-04-14-135024-200



Customers can do their part by conserving water and using water wisely. The City has material available on water conservation tips available at City Hall and on the City website. Some are included here:

- Take brief showers and/or open faucets only half or three-quarters open to minimize the
 total water use per shower. Installing a simple restrictor in the shower head or installing a
 low water use shower head can reduce water use by 25 to 35 percent. However, only
 opening the faucets part way will accomplish the same thing with no cost or installation
 required.
- Place plastic bottles or bags filled with water and a few stones in the toilet tank to reduce the volume of water used with each flush. There are also alternatives of toilet dams or low water use toilets available. These may reduce the total water used by 5 to 20 gallons per day. However, be aware a newer model is probably already a low water use model, and reducing the volume of water per flush may cause improper flushing.
- Encourage the use of faucet aerators on all kitchen and bathroom faucets, as these reduce the water flow while enhancing the rinsing action of the faucet stream.
- Use automatic dishwashers sparingly and only for full loads. Most dishwashers use 20 to 30 gallons per wash, and most or all of it is hot water. By washing only full loads or hand washing small amounts, saves in both water and energy. When cleaning dishes for the dishwasher, wipe them off with a paper towel or napkin rather than rinsing; this will save from 3 to 5 gallons.
- Wash only full loads of clothes, or match the water setting of the washer to the size of the load.
- Keep a bottle of water in the refrigerator for a cool drink. Do not run the faucet to chill the water.
- Inspect for leaks regularly and repair as soon as possible.

7.4 Outdoor Use and Ideas for Reduction

There are several ways to reduce outdoor water usage. In the summer months, Norman citizens more than double their indoor water usage recorded in the winter months. Outdoor ideas include:

- Use a nozzle with a cutoff feature on your garden hose when washing the car or other outdoor items. This will cut off the water flow when not needed.
- Sweep driveways or patios rather than hosing them off, unless they border a flower bed or garden. If so, wash so the water will run to the garden or flower bed. Get double duty from the water used.
- Plant trees, shrubs and ornamentals that are adapted to dry conditions. Use mulch around plants and shrubs to help limit evaporation and retain water. Use sprinklers sparingly and



water after the sun goes down to limit evaporation. Where possible, use soaker hoses instead of sprinklers, as they are more efficient. Don't over fertilize your lawn, since this will make it require more water than normal.

If you have a swimming pool, cover it when not in use to control evaporation.



a. Plumbing and Landscaping Ordinances

In 2005 the City of Norman began to require that all new automatic irrigation systems have a rain sensor and freeze gauges installed to promote water conservation. This measure will help to reduce the overall water usage of Norman.

Additionally, the City of Norman Code of Ordinances requires the 2009 International Plumbing Code for non-residential construction and 2009 International Residential Code be observed. Each requires low flow fixtures in new construction.

In order to protect Norman's major drinking water source, Lake Thunderbird, from phosphorus runoff, the City of Norman adopted an ordinance regulating the use of phosphorus containing manufactured fertilizers. Soil tests are required to be conducted before an applicator may apply phosphorus containing manufactured fertilizer and applicators must register annually before application of such fertilizer.

b. Landscape Programs

The City of Norman carefully monitors its own use of water utilized in public landscape improvements. Irrigation activities only occur when soil conditions require it. Attention is given to weather conditions and forcasts in deciding upon irrigation times for public spaces. Many areas have been switched from spray watering to ground level drip irrigation.

As for private landscape programs, Norman encourages watering early in the morning before 9:00 AM. Current practice is to periodically provide public reminders through the local press and as billing inserts about wasteful activities commonly occurring during irrigation. Through public media contact, self guided direction for landscape practices occur.

c. How much should I water my lawn?

This question is received from citizens often and the answer is dependent on several variables.

The OSU extension has a fact sheet on how to conduct a simple irrigation audit for home lawns, which can tell you how much water your lawn needs given the temperature and precipitation in summer months. Table 4a and 4b were taken from this document and gives average evapotranspiration (how much water is lost from plants due to temperature), precipitation, and irrigation needed for bermudagrass and tall fescue laws throughout the months of April – September.



The OSU extension also has a fact sheet on how to check home sprinkler systems to ensure they're working efficiently. Both fact sheets can be found on the City's website under the Pollution Prevention tab at the link below.

https://www.normanok.gov/residents-visitors/environment-conservation

Table 4a: Average monthly bermudagrass evapotranspiration (ET_{turf}), precipitation, and requirement for supplemental lawn irrigation

Table 4b: Average monthly tall fescue evapotranspiration (ET_{turf}), precipitation, and requirement for supplemental lawn irrigation

Month	Average Bermudagrass ET _{turf}	Average Precipitation	Average Irrigation Need ³
		inches	
April	4.8	3.0	1.8
May	4.8	5.4	0.0
June	5.4	4.6	0.8
July	6.6	2.9	3.7
August	5.9	2.5	3.4
Septembe	r 4.3	4.0	0.3

Month	Average Tall Fescue ET _{turf}	Average Precipitation	Average Irrigation Need ³
		inches	
April	6.8	3.0	3.8
May	6.9	5.4	1.5
June	7.7	4.6	3.1
July	9.4	2.9	6.5
August	8.5	2.5	6.0
September	6.1	4.0	2.1

Source: OSU Extension Simple irrigation Audit for Home Lawns. Available at: https://extension.okstate.edu/fact-sheets/simple-irrigation-audit-for-home-lawns-in-oklahoma.html

Customers are encouraged to visit the OSU extension for other resources and information: https://extension.okstate.edu/

7.5 City of Norman Water Conservation Measures

Treated wastewater as irrigation reuse occurs in Norman. The University of Oklahoma uses an average of 500,000 gallons of effluent per day in the summer to irrigate the golf course. The University installed pumps and piping to connect the golf course to the discharge line leaving the treatment facility. Norman desires to utilize this resource further in the future. Figure 9 shows a typical effluent application at the University of Oklahoma Golf Course. At this time, local state regulations limit the irrigation application of effluent to controlled access areas only.





Figure 8 – City of Norman Treated Effluent Application

Since 2004, Norman has implemented a few notable water conservation measures worth mentioning.

- 1. Westwood Golf Course utilized potable water for irrigation since it was built in 1967. During summer time peak demands, the golf course would use the equivalent of 1 municipal water well or 300,000 gallons per day. During the 2004 remodel project, new large ponds were constructed to capture and hold storm water. In addition, the water utility fund aided in drilling a new non-potable irrigation well for use on the golf course. The irrigation well was purchased for approximately \$300,000 less than the cost of a fully designed, DEQ approved drinking water well.
- 2. Previously, a water well not suitable for drinking water was re-purposed for irrigation only to serve the Griffin park complex. However, in 2020, with the expansion of the 7-Eleven at 12th Avenue NE and Robinson Street, the Corporation Commission paid for a new well to be drilled inside the complex away from possible gas contamination and unforeseen damage due to the close proximity to the gas station. This complex was previously dependent on Norman's treated drinking water for irrigation purposes and existing usage was not fully metered, so it is estimated that peak summer irrigation days were over 300,000 gallons per day, or the equivalent of one well during peak summer demands. Now the Griffin park complex has a new irrigation pond and a non-potable well that can be used to help supply irrigation water.
- 3. Wastewater Treatment Plant constructed a non-potable water system to discontinue using potable water for all of the maintenance activities, such as washing clarifier weirs, foam suppression, pump seals, etc. This is estimated at a savings of 480,000 gallons per day or the equivalent of 1 and 1/2 wells.
- 4. The City has plans to use non-potable effluent from the Water Reclamation Facility for irrigation at Reeves Park. About 2,000 feet of re-use line (otherwise known as "purple pipe") has been laid from Kellogg Drive to Constitution Street. Another 5,000 feet will



be installed in the future in order to connect to the wastewater facility. In addition, plans include re-purposing the Lindsey Street tower for irrigation purposes as well.

8.0 SELECTED MEASURES AND PROJECTED RESULTS

Conservation efforts undertaken in the last several years have provided a noted reduction in the growth of the per capita usage of water in Norman. Through knowledge and understanding, the citizens of Norman can continue to reduce their annual per person water demands. In addition to continuing existing programs, new efforts will be introduced to further conservation by the citizens of Norman.

8.1 Continuance of Current Fundamental Water Conservation Measures

Efforts underway in Norman to conserve water will continue into the future. All existing programs will be continued as long as funding allows. Efforts to gain citizen's support of water conserving practices will be pursued through all existing measures.

8.2 Projected Results of Conservation Efforts

Figure 4 shows the actual per capita increases in potable water consumption since 1960 yet data since 1990 indicates somewhat of a downward trend. Staff is uncertain as to how much can be attributed to conservation efforts and or the effects of recent climate patterns but will continue to monitor the data. If a growth in demand through adding industry and or extended drought patterns develops along with the expanding population, sustainability cannot be achieved with current water resources.

With additional rate increases of the conservation based water rates along with the water conservation and reuse programs listed within this document, it is projected that water consumption can be curtailed. Achieving this goal will affect the timeline of implementing water resource projects. It will not eliminate the future need for additional supplies, but will allow time for detailed consideration to be given to options available.

9.0 EDUCATIONAL INFORMATION

Norman promotes water conservation along with pesticide and fertilizer reduction activities as part of their efforts to promote a cleaner environment.

a. Lawn chemicals

Pesticides, herbicides, and fertilizers should not be used before a rain event. Using them only when the chance of rain has passed will help prevent contamination of nearby waterbodies and wildlife, and save you money. The OSU extension provides a fact sheet of how to use pesticides safely, and mitigate environmental contamination due to misuse of pesticides. This document



and other information regarding fertilizer and pesticide use can be found at (under the Pollution Prevention tab):

https://www.normanok.gov/your-government/departments/utilities/environmental-services/pollution-prevention

b. Consumer Confidence Report

Annually, the City of Norman provides the Consumer Confidence Report (CCR) to all customers and dwelling units served by Norman water. Within each CCR, the past year water quality data is made available at the following URL:



www.normanwater.com

c. Water Conservation

Norman lists information on rain barrels, gray water, and low water use plants on the City's website (under the Energy and Water Conservation tab) at:

https://www.normanok.gov/residents-visitors/environment-conservation

In addition, extensive conservation tips are given for water use in and around households at: https://www.normanok.gov/your-government/departments/utilities/water-treatment/water-quality

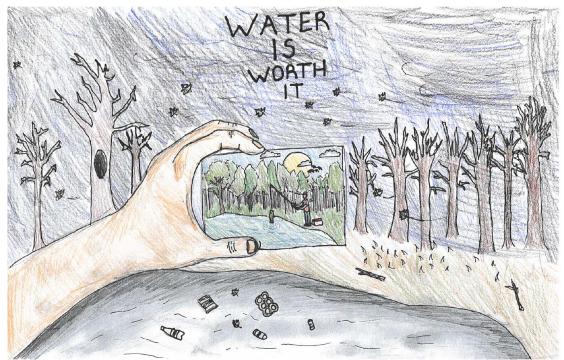
d. Environmental Control Advisory Board

The Environmental Control Advisory Board (ECAB) is a group dedicated to promoting water conservation and sustainable practices in Norman by planning for and recommending programs regarding the preservation and enhancement of environmental quality. The group meets the second Wednesday in March and the third Wednesday in all remaining months. These meetings are open to the public for anyone to participate in. For more information on ECAB, go to:

https://www.normanok.gov/environmental-control-advisory-board-ecab

In addition, each year, ECAB brings forth a proclamation to the City Council for the month of July to be considered Water's Worth It month in order to increase community awareness of water conservation. Water's Worth It month also includes a poster contest for elementary aged students with one lucky winner's design being featured on t-shirts for the next year's Earth Day Festival.





2019 Water's Worth Poster Contest Winner - Molly Neary, Terra Verde Discovery School

9.1 Media Campaign

Recently, the Water Treatment Division started a twitter account (@Vernon_WTP) and a facebook account (@CampbellWTP). These accounts are periodically updated with the total daily water usage, along with a conservation tip in order to promote awareness of the water demands customers place on the system and to encourage wise water use during periods of high water demand.

9.2 School Programs

The water treatment plant is toured approximately 15-20 times per year. The tours are usually from various schools and range from elementary to college students. Our staff on occasion attends elementary school, Boy Scout, or rotary club functions to talk about water treatment. For more information on tours and how to schedule, go to:



 $\underline{https://www.normanok.gov/your-government/departments/utilities/water-treatment/water-treatment-plant-tours}$



9.3 Information and Education Program

Funds for educational actions are provided by the water utility system revenues. Future efforts will continue to expand the public's knowledge of voluntary water conservation practices. Part of the information and education program is using the 'drought monitor' web site sponsored by several state and federal organizations (Figure 10). The web site can be found at: http://droughtmonitor.unl.edu/

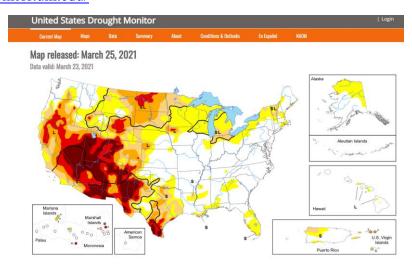


Figure 9: Screen sample of page from the United States Drought Monitor website

9.4 Water Conservation Coordinator

The City of Norman has assigned water conservation information distribution and the direction of public programs to the Environmental Services Coordinator. The responsibilities include coordinating compliance monitoring of industrial customers, coordinating water pollution educational programs, and water conservation education. The mailing address to the City of Environmental Services Coordinator follows:

City of Norman Environmental Services Coordinator P.O. Box 370 Norman, OK 73070

10.0 MANDATORY WATER CONSERVATION MEASURES

The Strategic Water Supply Plan anticipates reductions of water use per capita by our community as we map out our water needs through the year 2060. Outdoor irrigation is a component of water use that looks promising when looking at ways to reduce water usage. Summer peak days are approximately double the daily average of our community. Our community used an average of 12.5 million gallons per day for FYE15 and experienced a peak day usage of 24.8 million gallons per day on July 23, 2012.

Customers are encouraged to irrigate sprinklers between 4AM and 9AM. On a hot and windy day, the amount of water that never reaches your grass can be substantial. Citizens are asked to



maintain and review irrigation sprinkler operation to repair broken sprinkler heads and prevent watering of sidewalks and streets.

Hand watering landscape and gardens with a hand held hose with a positive shut off nozzle is allowed any time. Also, soaker hoses are allowed any time throughout all stages listed below.

Citizens should also be aware of water use during periods of extreme cold. In February 2021, the City of Norman experienced an unprecedented amount of snow with temperatures as low as -12°F. Running faucets to prevent freezing pipes in homes put more demand on water, which lead to such high operating volumes that are normally seen in the summer. Using pipe tape or installing instulation around your pipes can help, and opening cabinets under sinks can be an easy way to allow warm air flow from your home to keep your pipes from freezing. In addition, by knowing your homes plumbing, you can reduce the amount of water used to drip faucets by only running one faucet, rather than running them all. Pick a faucet that is on the opposite side of your home from where water enters. This allows water to run the entire length of your home. Usually a very low flow is needed, but is dependent on each home's plumbing.

During periods of water conservation, the Water Conservation Plan enables the City Manager to implement conservation stages when certain criteria are met. The City is in Stage 1, Everyday Conservation at all times unless a subsequent conservation stage is implemented. With the implementation of each subsequent conservation stage, the City Manager will sign a proclamation and publish notice of the implentation of such conservation stage in the local newspaper. City ordinances allow for the police enforcement of the limits set by each conservation stage (City of Norman Code of Ordinances; Section 21-501) should efforts to educate the public be ineffective to ensure the City maintains necessary water supplies to its citizens.

10.1 Drought Contingency Plan

Stage 1, Everyday Conservation: The City of Norman will be in Stage 1 water conservation year round. This means the citizens of Norman will practice Odd/Even watering all year round. This strategy reduces the peak water usage and will delay the need for larger infrastructure required to deliver everyone's total water need on a per-day basis.

Odd/Even is better explained:

- Last number of the building address 1, 3, 5, 7, 9 water odd number calendar days
- Last number of the building address -0, 2, 4, 6, 8 water even number calendar days

Additional water conservation measures are utilized when drought patterns begin. The City Manager begins with Stage 2 Conservation and elevates the restrictions up to Stage 5 Conservation if drought conditions persist, and or extreme conditions dictate such.



- <u>Triggers for Stage 2, Moderate Conservation</u>: The City Manager may implement Stage 2 when one or more of the following criteria are met:
 - 1. The City water demand is within 3 MGD of the NUA's peak supply capacity for two consecutive days and there is no weather related relief in the immediate forecast. The following link is used for forecasting extensiveness of drought: http://droughtmonitor.unl.edu/
 - 2. There is a reduction in the long term source of water supply (i.e. supply shortage, pumps down, break or extensive damage to raw water line, contamination to water supply), or Central Oklahoma Master Conservancy District requests a 10% reduction in allocation from Lake Thunderbird.
 - 3. Lake Thunderbird water level drops to a water level of 1031.5 feet or 66% full (Figure 10). The following link is used for instantaneous lake level readings: http://waterdata.usgs.gov/ok/nwis/uv?07229900
 - 4. A large portion of NUA's water distribution system is out of service due to failure or damage of major water distribution components.

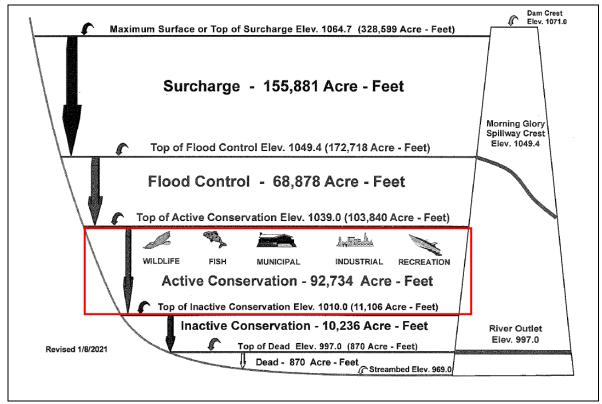


Figure 10: Depiction of Lake Thunderbird water levels (Red box indicates active conservation pool for water conservation)



<u>Goals for Use Reduction and Actions Available Under Stage 2</u>: The goal for water use reduction in Stage 2 is a significant reduction in the water demand to more closely match the supply capability of NUA. Water use restrictions shall apply to all customers connected to the NUA water system.

- 1. Continue with water conservation actions and programs provided under Stage 1, unless they are amended or replaced by the restrictions provided in Stage 2.
- 2. All Outdoor irrigation will reduced to 2 days per week.
- Single-family resident address ends in odd number Saturdays & Wednesdays
- Single-family resident address ends in even number Sundays & Thursdays
- All others Tuesdays & Fridays (Duplexes, Triplexes, home owner association properties, commercial, industrial, government)
- 3. All outdoor watering or irrigation is prohibited between the hours of 9AM and 6PM.
- 4. Washing of cars, trucks, trailers or other vehicles is allowed on your designated landscape watering day as described above.
- 5. Recommend the public, developers and commercial enterprises to wait until the current drought or water emergency has passed before establishing new landscaping. New landscaping installed during any drought stage will be subject to all water use restrictions implemented. Financial loss will not constitute justification for a variance.
- 6. Eliminate non-essential City water use (e.g. street cleaning, vehicle washing, flushing of water lines by developers, fire hydrant testing, etc.).
- 7. City to reduce splash pad operation hours by 2 hours per day.
- 8. Washing or hosing down of buildings, sidewalks, driveways, patios, porches, parking areas or any other paved surfaces is prohibited.
- 9. Excessive water run-off from any landscaped area onto streets, alleys or parking lots or other paved surfaces is prohibited. Water run-off is excessive when it extends for a distance greater than ten feet from the property's boundary lines or ten feet past the targeted irrigation area.
- <u>Triggers for Stage 3, Severe Conservation</u>: The City Manager may implement Stage 3 when one or more of the following criteria are met:
 - 1. The City water demand is within 1 MGD of the NUA's peak supply capacity for two consecutive days and there is no weather related relief in the immediate forecast.
 - 2. Areas of the water distribution system have reduced water pressures less than 25 psi for 24 hours or more.



- 3. There is a reduction in the long term source of water supply (i.e. supply shortage, pumps down, break or extensive damage to raw water line, contamination to water supply), or Central Oklahoma Master Conservancy District requests more than a 10% reduction in allocation from Lake Thunderbird.
- 4. Lake Thunderbird water level drops to a water level of 1028.56 feet or 55% full (Figure 10). The following link is used for instantaneous lake level readings: http://waterdata.usgs.gov/ok/nwis/uv?07229900
- 5. Stage 2 Moderate Conservation was implemented based on a reduction in allocation from Lake Thunderbird of 10% and demand for water in Norman has not decreased by 10% during Stage 2 and the drought is not forecast to end in the near future. The following link is used to forecast the extensiveness of the drought: http://droughtmonitor.unl.edu/
- 6. A large portion of NUA's water distribution system is out of service due to failure or damage of major water distribution components.

<u>Goals for Use Reduction and Actions Available Under Stage 3</u>: The goal for water use reduction in Stage 3 is an immediate and drastic reduction in the water demand to more closely match the supply capability of NUA. Water use restrictions shall apply to all customers connected to the NUA water system.

- 1. All of the water use restrictions implemented under Stage 1 and 2 shall continue in force except as amended or replaced by the restrictions set out in Stage 3.
- 2. Landscape watering is limited to one assigned day per week. Outdoor watering or irrigation is prohibited between the hours of 9AM and 6PM.
 - a. Customers with once a week garbage pickup (including all residential) may only water their landscaping on the same day as garbage is collected (Figure 11):



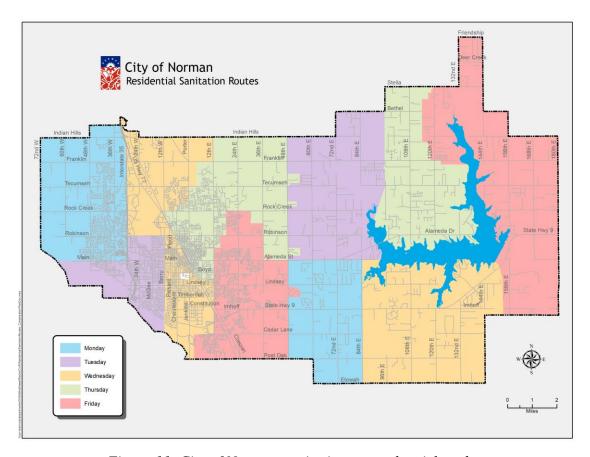


Figure 11. City of Norman sanitation routes by pickup day

b. Customers with more than one day per week garbage pick-up are limited to watering landscape according to the following schedule (Figure 12):

<u>Area</u>	Allowed Landscape Water Day
North Norman	Monday
South Norman	Tuesday
East Norman	Wednesday
West Norman	Thursday
Central Norman	Friday



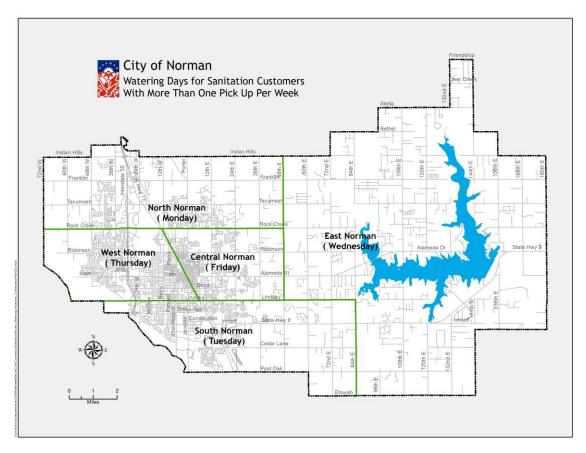


Figure 12: City of Norman watering days for customers with more than one pickup per week

3. Except as otherwise provided herein, landscape watering is prohibited on weekends.

- 4. Landscape beds may be watered on any day by using a hand operated hose equipped with a positive shut off nozzle. Soaker hoses for foundation maintenance are authorized as necessary. In all instances, run-off is prohibited.
- 5. Watering of City property, medians, parks, and athletic complexes will be allowed one day per week, following the North, South, East, West, Central schedule, and only before 9 am or after 6 pm. Golf course watering and irrigation using potable water shall be limited to greens and tee boxes only.
- 6. City splash pads will be shut off.
- 7. Pools may use water to maintain operational levels. Use of potable water to refill ponds and lakes is prohibited.
- 8. Use of potable water at construction sites for dust control, compaction or wash-downs is prohibited.
- 9. Bulk water usage under a bulk water permit is prohibited unless an exception is granted by the City Manager on the basis of substantial and unnecessary hardship



- caused by the prohibition to the property owner. Any exception granted must be limited in time and only allow the minimum amount of water usage necessary to alleviate the substantial and unnecessary hardship caused to the property owner.
- 10. Washing of cars, trucks, trailers or other vehicles is prohibited, unless these items are taken to a commercial carwash.
- <u>Triggers for Stage 4, Emergency Conservation</u>: The City Manager may implement Stage 4 when one or more of the following criteria are met:
 - 1. Lake Thunderbird water level drops to a water level of 1025.0 feet or 43% full (Figure 10). The following link is used for instantaneous lake level readings:

http://waterdata.usgs.gov/ok/nwis/uv?07229900

Goals for Use Reduction and Actions Available Under Stage 4: The goal for water use reduction in Stage 4 is a further immediate and drastic reduction in the water demand to more closely match the supply capability of NUA. Water use restrictions shall apply to all customers connected to the NUA water system.

- 1. Hand watering gardens and & flower beds only.
- 2. Commercial car washes with water recycling operations only.
- *All of the water use restrictions implemented under Stage 1, 2, and 3 shall continue in force except as amended or replaced by the restrictions set out in Stage 4.
- <u>Triggers for Stage 5, Emergency Conservation:</u> The City Manager may implement Stage 5 when one or more of the following criteria are met:
 - 1. Lake Thunderbird water level drops to a water level of 1022.2 feet or 35% full. The following link is used for instantaneous lake level readings:

http://waterdata.usgs.gov/ok/nwis/uv?07229900

<u>Goals for Use Reduction and Actions Available Under Stage 5</u>: The goal for water use reduction in Stage 5 is to <u>Ban all outdoor watering and washing of vehicles, including commercial car washing operations</u>. Implementation of Stage 5, will require public notification by the City Manager. Water use restrictions shall apply to all customers connected to the NUA water system.

*All of the water use restrictions implemented under Stage 1, 2, 3, and 4 shall continue in force except as amended or replaced by the restrictions set out in Stage 5.

11.0 ENVIRONMENTAL REVIEW

Currently the State of Oklahoma does not allow the irrigation of common spaces, such as parks and lawns, with effluent. Irrigation of controlled access Golf Courses is allowed, but common



grounds are not. At this time, the State of Oklahoma Department of Environmental Quality is beginning to consider new applications of effluent. If it is approved for use of effluent in common public spaces then the Expanded Wastewater Reclamation Efforts, described in Section 7.2 are expected to occur. If delay in approval of this type of applications occur, then reuse efforts will be limited to current practices.

12.0 ADOPTION AND IMPLEMENTATION

See Appendix A, B, C, D, and E



Appendix A

City of Norman Resolution R-1011-123 Adopting the Water Conservation Plan

• Resolution

R-1011-123

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA. ADOPTING THE CITY OF NORMAN WATER CONSERVATION PLAN 2011 WHICH INCLUDES THE DROUGHT CONTINGENCY PLAN.

- WHEREAS, the Norman City Council believes it is important to plan for Norman's future and water needs; and
- WHEREAS, the Norman City Council also believes that the conservation of our water helps save our resources as well as the cost associated with providing to all citizens; and
- WHEREAS, the City of Norman Water Conservation Plan is a starting point for community minded water conservation activities through public education and programs to conserve and reuse our water; and
- WHEREAS, the City of Norman, the State of Oklahoma, and the Central Plain States are in a drought and proper planning dictates the implementation of a staged drought contingency plan.

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

 That the Council of the City of Norman, Oklahoma, adopts the City of Norman Water Conservation Plan 2011 which includes the Drought Contingency Plan attached hereto and made a part hereof.

PASSED and ADOPTED this 74th day of May, 2011.

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Y Trenda Hall



Appendix B

City of Norman Resolution R-1213-103 Adopting the Water Conservation Plan as amended - 2013

Resolution

R-1213-10

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE CITY OF NORMAN WATER CONSERVATION PLAN 2011, AS AMENDED.

- WHEREAS, the Norman City Council believes it is important to plan for Norman's future water needs; and
- § 2. WHEREAS, the Norman City Council believes that the conservation of our water helps save our resources as well as the cost associated with providing water to our citizens; and
- § 3. WHEREAS, the Norman City Council adopted the City of Norman Water Conservation Plan 2011, including the Drought Contingency Plan on May 31, 2011 (the "Plan"); and
- § 4. WHEREAS, the Plan provided a starting point for community minded water conservation activities through public education and programs to conserve and reuse our water; and
- § 5. WHEREAS, the City of Norman, the State of Oklahoma, and the Central Plain States continue to be in a prolonged drought stage and the continuing drought has necessitated amendments to the Plan.

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

§ 6. That the Council of the City of Norman, Oklahoma adopts the City of Norman Water Conservation Plan 2011, including the Drought Contingency Plan, as amended.

PASSED and ADOPTED THIS DAY OF Jehman

16,

City Clerk

ATTEST:

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Appendix C

City of Norman Ordinance O-1314-26 Amending Section 21-405 of Chapter 21

Ordinance No. O-1314-26

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-405 OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN TO REQUIRE YEAR ROUND CONSERVATION RESTRICTIONS AND PROVIDE FOR ADDITIONAL CONSERVATION STAGES IN ACCORDANCE WITH THE CITY OF NORMAN WATER CONSERVATION, AND SET FORTH THE REQUIREMENTS FOR VARIANCES THEREFROM; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 21-405 of Chapter 21 of the Code of the City of Norman shall be amended to read as follows:

Sec. 21-405. Water conservation.

- (a) The City Manager has full authority to impose and enforce water conservation stages in accordance with the City of Norman Water Conservation Plan, as may be amended from time to time.
- (b) Unless a subsequent conservation stage of the Water Conservation Plan is implemented requiring more limited water use, all users of the City water system shall limit landscape watering year round in accordance with Stage 1, Normal Conservation of the City of Norman Conservation Plan as follows:
 - (1) Users shall water landscaping on odd or even days depending on address, meaning even numbered addresses shall only water landscape on even numbered dates and odd numbered addresses shall only water landscape on odd numbered dates.
 - (2) Hand watering landscaping is allowed at all times.
- (c) Temporary variances from the requirements of any stage of the Water Conservation Plan may be requested by any accountholder of the water system for consideration by the City Manager or his or her designee who shall decide whether or not to grant the variance in accordance with the following provisions:
 - (1) Variances will not be considered for inconvenience.
 - (2) The variance will only apply to the property specifically listed in the variance.
 - (3) The variance will only apply to the accountholder applying for and granted variance.
 - (4) The variance may be terminated or suspended at any time and for any reason by the City Manager or his designee.
 - (5) No person or entity has any property or personal right or interest in the continuance or the continuing operation of the variance.



Ordinance No. O-1314-26

- (6) All variances will be automatically suspended should Stage 5 Emergency Conservation be implemented.
- (7) Applicants do not have any right to the issuance of a variance.
- (8) The City may adopt a fee for the application, review, issuance, and regulation of variances.
 - (9) Variances will be considered for the following circumstances:
 - i. Existing in-ground water irrigation system is determined to make compliance physically impossible.
 - Newly-installed landscapes may be approved for a variance to allow additional watering days following installation of the landscape for a reasonable time period.
 - iii. Special circumstances as long as the applicant can demonstrate special circumstances and extreme hardship to the satisfaction of the City Manager or his designee and the granting of the variance will not cause an immediate significant reduction in the City's water supply.
- (d) Failure to comply with the provisions of this section and any variance granted thereunder shall be punishable in accordance with Section 21-501 of this Code.
- § 2. <u>Severability.</u> If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

of <u>January</u> , 2014 of	, 2013
Cirdy Resettel	
Mayor Mayor ATTEST:	
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City Clerk SEAL	
O'T AHOMA THE	



Appendix D

City of Norman Resolution R-1516-115 Adopting the Water Conservation Plan as amended

Resolution

R-1516-115

A RESOLUTION OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE CITY OF NORMAN WATER CONSERVATION PLAN 2016.

- WHEREAS, the Norman City Council believes it is important to plan for Norman's future water needs; and
- § 2. WHEREAS, the Norman City Council believes that the conservation of our water helps save our resources as well as the cost associated with providing water to our citizens; and
- § 3. WHEREAS, the Norman City Council adopted the City of Norman Water Conservation Plan 2011, including the Drought Contingency Plan on May 31, 2011 (the "2011 Plan"), and adopted minor amendments to the 2011 Plan via Resolution No. R-1213-103 on February 26, 2013; and
- § 4. WHEREAS, the Norman City Council undertook a comprehensive review of the 2011 Plan, resulting in adoption of the City of Norman Water Conservation Plan 2014 on January 28, 2014 (the "2014 Plan"); and
- § 5. WHEREAS, the water rates, population data, and other data used for long term planning purposes are outdated and need to be revised;

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

§ 6. That the Council of the City of Norman, Oklahoma adopts the City of Norman Water Conservation Plan 2016.

PASSED AND ADOPTED THIS DAY OF May

favor

Mayor

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Appendix E

City of Norman Resolution R-2122-70 Adopting the Water Conservation Plan as amended

R-2122-70

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE CITY OF NORMAN WATER CONSERVATION PLAN 2021.

- § 1. WHEREAS, the Norman City Council believes it is important to plan for Norman's future water needs; and
- § 2. WHEREAS, the Norman City Council believes that the conservation of our water helps save our resources as well as the cost associated with providing water to our citizens; and
- § 3. WHEREAS, the Norman City Council adopted the City of Norman Water Conservation Plan 2011, including the Drought Contingency Plan on May 31, 2011 (the "2011 Plan"), and adopted minor amendments to the 2011 Plan via Resolution R-1213-103 on February 26, 2013; and
- § 4. WHEREAS, the Norman City Council undertook a comprehensive review of the 2011 Plan, resulting in adoption of the City of Norman Water Conservation Plan 2014 on January 28, 2014 (the "2014 Plan"); and
- WHEREAS, the Norman City Council adopted the City of Norman Water Conservation Plan 2016, (the "2016 Plan"), via Resolution R-1516-115 on May 10, 2016; and
- § 6. WHEREAS, the water rates, population data, and other data used for long term planning purposes are outdated and need to be revised;

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

§ 7. THAT the Council of the City of Norman, Oklahoma, adopts the City of Norman Water Conservation Plan 2021.

PASSED AND ADOPTED this	day of		_, 2021.	
ATTEST:	$\overline{\mathbf{M}}$	Mayor		
City Clerk				



File Attachments for Item:

32. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-72: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$346,703 FROM THE CAPITAL FUND BALANCE TO BE USED TO PURCHASE FIVE (5) 3500 DODGE PROMASTER VANS FOR THE PUBLIC TRANSPORTATION FLEET.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF RESOLUTION R-2122-72: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$346,703 FROM THE CAPITAL FUND BALANCE TO BE USED TO PURCHASE FIVE (5) 3500 DODGE PROMASTER VANS

FOR THE PUBLIC TRANSPORTATION FLEET.

BACKGROUND:

The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. Since then, staff has worked diligently to pursue federal grant opportunities to maximize local funding to replace the aged vehicles that were inherited as a part of the transition of service.

The Federal Transit Administration's (FTA) Grants for Buses and Bus Facilities Formula Program - 5339(a) provides funding to states and transit agencies through a statutory formula to replace, rehabilitate and purchase buses and related equipment to construct bus-related facilities. Eligible Recipients include designated recipients that operate fixed-route bus services or that allocate funding to fixed-route bus operators; and State or local governmental entities that operate fixed-route bus services that are eligible to receive direct grants under sections 5307 and 5311. The City of Norman is the operator of fixed-route bus service and receives direct grants under section 5307, thus making it eligible for section 5339 annual appropriation.

When the City became the Norman Urbanized Area grantee for FTA funds and took over the service from the University, there were un-programmed section 5339 funds that became available. \$346,703 of those federal funds are programmed and available in FTA grant OK-2020-026 for replacing vehicles in the public transportation paratransit fleet.

DISCUSSION:

Since taking over the transit operations, the City has replaced one paratransit vehicle in the spring of 2020 with one new 3500 Dodge Promaster. Out of the fifteen (15) paratransit vehicles, this is the only vehicle that is not eligible to be retired based on FTA grant requirements. In addition, one of the vehicles has been decommissioned due to a transmission failure that is costlier than the vehicle's value. Thus, out of the fifteen (15) paratransit vehicles in the public

transportation fleet, the City has one (1) new vehicle, one (1) decommissioned vehicle, and thirteen (13) that are eligible to be retired.

If approved, once the five (5) new vehicles are received, approximately 1/3 of the vehicles in the paratransit fleet would be in acceptable condition. Purchasing the vehicles using the State of Oklahoma contract SW0797 will satisfy Norman's code section 8-204. In addition, the State of Oklahoma contract SW0797 was bid to meet the proper Federal Transit Administration (FTA) requirements.

The quote received per vehicle is \$93,903, making a total quote for five (5) vehicles \$469,515. This will result in the City matching the \$346,703 (73%) federal grant funding with \$122,812 (27%) in local funding. Funds for the local match are available in the FYE 2022 budget in Public Works/Transit Division General Fund, Service Equipment/Bus (27550276-45007). A budget appropriation of \$346,703 would be needed from the Capital Fund Balance (account number 50-29000), for the up-front expenses covered by the FTA grant. Once the new vehicles are received, City staff will replace those vehicles that are most needed to be retired and that are in line with the City's vehicle ranking replacement process. Staff will then submit for reimbursement from FTA for the federal share of the project.

If approved, staff will initiate a purchase order to Creative Bus Sales to put the vehicles in the queue for production. Due to a delay and backlog of chassis' available for these vehicles, delivery to Norman is expected to be approximately August-September 2022. Once received and inspected, these vehicles will be utilized to provide the City's paratransit service.

RECOMMENDATION:

Staff recommends that City Council approve the appropriation of \$346,703 from the Capital Fund Balance (50-29000) to Service Equipment/Bus (27550276-45007) in the Public Transit and Parking Fund to be used to purchase five (5) 3500 Dodge Promaster vans for the public transportation fleet.



A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$346,703 FROM THE CAPITAL FUND BALANCE TO BE USED TO PURCHASE FIVE (5) 3500 DODGE PROMASTER VANS FOR THE PUBLIC TRANSPORTATION FLEET.

- § 1. WHEREAS, The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma and staff has been working diligently to pursue federal grant opportunities to maximize local funding to replace the aged vehicles that were inherited as a part of the transition of service; and
- § 2. WHEREAS, the Federal Transit Administration's Grants for Buses and Bus Facilities Formula Program provides funding to states and transit agencies through a statutory formula to replace, rehabilitate and purchase buses and related equipment to construct bus-related facilities; and
- § 3. WHEREAS, when the City took over the service, there were funds that had not been programmed available and fourteen of the paratransit vehicles are eligible to be retired based on the grant requirements; and
- § 4. WHEREAS, Staff has received a quote of \$469,515 for five 3500 Dodge Promaster paratransit vans and the available funding of \$346,703 from the Federal Transportation Administration and adding funding from the City in the amount \$122,812 which is the local match requirement, these van can be purchased and ordered; and
- § 5. WHEREAS, once the new vehicles are received, staff will submit a request for reimbursement to the Federal Transportation Administration for the federal share of the project.

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

§ 6. That the following appropriation be made for the reason as stated above.

Account Name	Losing Account	Gaining Account	Amount
Service Equipment/Bus	50-29000	27550276-45007	\$346,703

PASSED AND ADOPTED this 14th day of December, 2021

ATTEST:	Mayor
City Clerk	



Item 32.



State of Oklahoma Contract

SW0797C FY 2020

Preparer: Brent Roy

Base Model Price: \$ 87,068.00

Lone Star Promaster 3500 3.6L V6 9,350 GVWR

Options: \$ 1,185.00

Other Available Options: \$ -

Unpublished Options: \$ 5,650.00

LONE STAR

ADA Vans

A Division of FOREST

 Vehicle Length
 Lift Position
 WC Positions
 Total # Passengers
 CDL Required

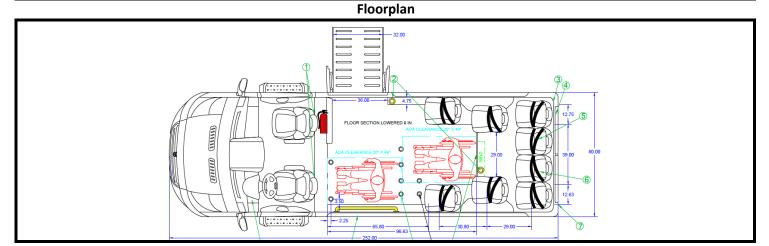
 19'
 Front
 2
 9
 No

QTY Vehices: 5 Total Contract Price: \$ 469,515.00

Per Vehicle Price: \$ 93,903.00

Customer Info

Customer:	City of Norman, OK
Address:	1301 Da Vinci, Norman, OK 73069
Contact:	Taylor Johnson
Office Phone:	405-217-7761
Mobile Phone:	405-818-7092
E-Mail:	taylor.johnson@normanok.gov





Chassis

Ram Promaster 3500 High Roof chassis - 9,350 GVWR, 159" WB EXT 3.6L V6 24V VVT gasoline engine 6-Speed Automatic 62TE Transmission 220-amp alternator

Power-assisted hydraulic front & rear disc brakes

4-wheel anti-lock brake system

22-gallon OEM fuel tank

16"x6" aluminum wheels

Cruise control

Cloth driver and co-pilot seats

Driver/Co-pilot sun visor

Power windows

Power door locks

Power-heated mirrors

OEM chassis dash heater, A/C, and defroster

Bright white clear coat

Body

Lowered floor behind driver/co-pilot for ADA access Driver side step Electric passenger entry door (A&M Systems) 3-pt passenger seat belts ABS interior paneling - walls and ceiling Altro flooring

ADA

Manual swing away ramp providing 32" usable width One (1) set of Q'Straint retractable wheelchair securement systems ADA interlock

ADA-compliant ramp and door entrance lighting

Safety

5 lb. fire extinguisher First aid kit Emergency triangle kit Backup alarm **Emergency window**

Options

Qty	Description	F۱	/ 2020 List	C	(TY Total
			Price		
1	Additional Wheelchair Securement Position (includes Q'Straint Q'UBE system)	\$	1,185.00	\$	1,185.00
-	Subtotal Manu	factu	rer Options:	\$	1,185.00

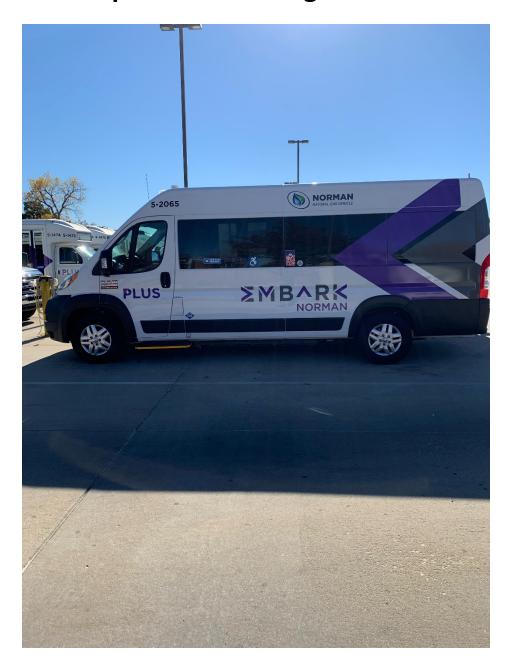
CBS Unpublished Options

Qty	Description	FY	2020 List	(QTY Total
			Price		
1	Seon camera system - City of Norman specs	\$	5,650.00	\$	5,650.00
-	Subtotal CBS Unp	ublishe	ed Options:	\$	5,650.00

Example of Current Paratransit Vehicles



Example of 3500 Dodge Promaster



File Attachments for Item:

33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-76: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A TEMPORARY ADMINISTRATIVE DELAY FOR A PERIOD OF SIX (6) MONTHS ON THE ACCEPTANCE OF ALL APPLICATIONS FOR CERTIFICATES OF COMPLIANCE ("COC"), DEMOLITION PERMITS, OR CENTER CITY PLANNED UNIT DEVELOPMENTS ("CCPUD") IN THE CENTER CITY STUDY AREA OF NORMAN; DECLARING POSSIBLE EXCEPTIONS; DECLARING A PROCEDURE FOR ADMINISTRATIVE REVIEW AND APPEALS PROCESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER:

PRESENTER: Jane Hudson, Director, Planning and Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR

POSTPONEMENT OF RESOLUTION R-2122-76: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A TEMPORARY ADMINISTRATIVE DELAY FOR A PERIOD OF SIX (6) MONTHS ON THE ACCEPTANCE OF ALL APPLICATIONS FOR CERTIFICATES OF COMPLIANCE ("COC"), DEMOLITION PERMITS, OR CENTER CITY PLANNED UNIT DEVELOPMENTS ("CCPUD") IN THE CENTER CITY STUDY AREA OF NORMAN; DECLARING POSSIBLE EXCEPTIONS; DECLARING A PROCEDURE FOR ADMINISTRATIVE REVIEW AND APPEALS PROCESS; AND PROVIDING FOR THE

SEVERABILITY THEREOF.

BACKGROUND:

On May 23, 2017, the City Council passed O-1617-35, and adopted the City of Norman's first form-based code, the Center City Form Based Code ("CCFBC"). Center City in Norman was a vision that resulted from a collaborative process, including a Charrette making the following recommendations/observations:

- Center City is not the same as the rest of Norman
- Mixed-use should be promoted in key locations
- Pedestrian and bicycle friendly character should be increased
- Should create a "park once" environment-structures and management strategy
- Should provide a range of housing options
- Connections between Downtown and Campus Corner should be promoted
- Small scale infill development should be made easier

The CCFBC was adopted with this vision in mind, and in order to provide a zoning tool to achieve a very particular type of development in the Center City area of Norman. On December 19, 2017, City Council approved O-1718-27, adopting the Norman Center City Project Plan, establishing a date for creating a Norman Tax Increment Financing District No. 3, and authorizing the Norman Tax Increment Finance Authority and the City of Norman to administer certain portions of the Project Plan. The Project Plan area is the same as the area subject to the CCFBC (referred to collectively as "Center City").

Since the adoption of the CCFBC on May 23, four-plus years ago, thirty-two (32) projects have proposed development in the Center City. Of the thirty-two projects, twenty-seven (27) applied for review to the Center City Design Review Team, (DRT) for a Certificate of Compliance (COC), a prerequisite to issuance of a building permit within the Center City. Of the twenty-seven projects, twenty-six are completed or under construction, one withdrew. Included in the thirty-two projects, five (5) Center City projects have been submitted as CPUDs (Center City Planned Unit Developments) to be reviewed by City Council for adoption. Of those five CCPUD projects, four were adopted by City Council, one was not recommended for adoption. The breakdown of the submittals is as follows: 2017 - 6, 2018 - 7, 2019 - 10, 2020 - 4, and 2021 - 5.

The various projects have brought to light concerns with implementation of CCFBC and the Center Vision, including:

- Parking availability and public safety concerns
- Setback inconsistencies, including those impacting corner or irregular lots
- A lack of architectural guidance and a disconnect of function and form, including a need for development to accomplish a connection between downtown and OU Campus while still embodying the Center City vision and promoting a walkable, "park once" environment
- Development consistent with Center City's vision for James Garner Avenue's role as a "gateway" to downtown Norman
- Evaluation of incentives for development in line with the Center City vision, plans for public infrastructure projects, and use of the Project Plan adopted as O-1718-27.

As of January 29, 2019, the CCFBC had been in place for more than 18 months. At that time, City staff and City Council noted recurring concerns with implementation of CCFBC indicating a "disconnect" between the Center City vision and CCFBC itself. As a result, staff was requested to evaluate the status of the CCFBC's implementation and make recommendations for moving forward. City staff was ultimately directed to prepare a resolution placing a six-month administrative delay on permit issuance within Center City, for City Council's consideration in advance of the next COC application submittal deadline, which was granted. Following implementation of the 2019 Administrative Delay, the Center City Ad Hoc Committee convened and addressed various issues. The Committee ultimately recommended a package of updates and revisions to the CCFBC meant to address a variety of the matters that were believed to give rise to this disconnect.

Another two years have now passed since the 2019 updates to the CCFBC were implemented. On December 9, 2021, City Staff presented an update to the City Council Oversight Committee regarding the current status of various matters concerning the CCFBC and the Center City area of Norman. In addition to lingering matters remaining unaddressed by the 2019 updates, new issues have also been identified based upon applications submitted in the last two years. Additionally, City Staff has observed that applicant confusion and potentially conflicting language within the CCFBC has resulted recently in an untenable volume of staff time being required for the review and progression of CCFBC project applications. The amount of staff time required to address these ongoing issues is observed to be of immediate concern as it is not only unsustainable for processing CCFBC application, but also negatively affects City Staff's availability for other project applicants. Thus, based upon the discussion of these issues, City

Staff was directed to prepare a resolution proposing the institution of a six-month administrative delay for the purposes of again convening the Center City Ad Hoc Committee to address various issues of importance.

DISCUSSION:

An administrative delay is the temporary halt in the issuance of certain approvals and permit applications in a defined area for a defined period of time. A delay is typically enacted in order to call a 'time out' on rapid redevelopment to ensure future impacts are carefully studied. As an example, Norman enacted a year-long administrative delay while the Porter Corridor Study was completed to balance interests of residential and commercial property owners within the study area. More recently, Norman enacted a six-month administrative delay in Core Norman due to increasing concerns regarding density.

Resolution R-2122-76, is attached. It includes an Exhibit A identifying the Center City Study Area. R-2122-76 specifically references the types of approvals subject to the administrative delay as applications for COCs, demolition permits, and CCPUDs. Also attached for City Council's reference is a chart showing the number of COCs requested and/or issued in Center City, as well as CCPUDs requested and granted by City Council, from the inception of the CCFBC.

An administrative delay would preserve the current conditions in Center City while allowing Council the opportunity, with citizen input, to review all current activities in Center City holistically and implement policies to harmonize those activities, keeping in mind the Center City vision.

The Resolution also recognizes the impact that adoption of an administrative delay may have on property owners within Center City, and, as a result, it limits the delay to only six months, provides for an appeal process, and only delays certain approvals or permits, for example demolition and new construction, while allowing interior remodeling and the installation of storm shelters to continue. As drafted, the appeal process allows an applicant for a permit, after receiving a written denial of the permit or approval from the Planning and Community Development Department based on the terms of the administrative delay, to appeal to the City Council and be heard on the next regular agenda, or as soon as practicable. The Resolution also provides criteria for the City Council to consider when hearing an appeal including: the City's interest in protecting the public health, safety, and welfare; the City's interest in avoiding the creation of uses or structures that may not be in harmony with the intent and purpose behind the Center City Form Based Code and vision; the extent to which the proposed use will negatively impact the value of the property and surrounding properties; and the economic impact and hardship of the delay on the property owner.

CONCLUSION:

If Council wishes to proceed with enacting a temporary administrative delay for the issuance or approval of COCs, demolition permits, or CCPUDs within Center City, i.e. the Center City Study Area, staff recommends adoption of Resolution R-2122-76.

R-2122-76

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A TEMPORARY ADMINISTRATIVE DELAY FOR A PERIOD OF SIX (6) MONTHS ON THE ACCEPTANCE OF ALL APPLICATIONS **CERTIFICATES** OF COMPLIANCE DEMOLITION PERMITS, OR CENTER CITY PLANNED UNIT DEVELOPMENTS ("CCPUD") IN THE CENTER CITY STUDY AREA OF NORMAN; DECLARING POSSIBLE EXCEPTIONS: DECLARING A PROCEDURE FOR ADMINISTRATIVE REVIEW AND APPEALS PROCESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the Center City Study Area ("Center City"), more specifically delineated on the attached map, is a portion of the oldest developed area within the Norman community, and was rezoned to the Center City Form Based Code effective May 23, 2017, and made subject to the Center City Project Plan December 19, 2017; and
- § 2. WHEREAS, Center City connects the Downtown area to the Campus Corner area and borders two historic districts, as well as the University of Oklahoma; and
- § 3. WHEREAS, the unique nature of the Center City, as addressed in the Center City vision, makes it a prime location for promoting development using a form-based tool to include housing and mixed-uses that promote a walkable and "park once" environment; and
- § 4. WHEREAS, infrastructure, including roads, alleys, parking, sewer lines, water lines, and electric grids, are aging and may not be able to continue to support their users if the area continues to gain in density as Center City has been developed following the adoption of the Center City Form Based Code; and
- § 5. WHEREAS, development and redevelopment pressures threaten to erode Center City's character and vision as a destination with a desirable mix of land uses that complement and protect the adjacent neighborhoods; and
- § 6. WHEREAS, the future of an attractive, economically healthy Center City depends in no small part on the preservation of healthy neighborhoods within it as well as the development of appropriate mixed uses recognizing the intent behind the adoption of the Center City Form Based Code; and
- §7. WHEREAS, the City Council is elected and is duty-bound to promote the community's health, safety, and moral and general welfare, which duty includes the preparation of plans, strategies, and ordinances designed to effectuate the coordinated development of the City, and that in accordance with existing and future needs, will best promote the general welfare, as well as conserve property values and encourage the most appropriate use of land throughout the City; and



- § 8. WHEREAS, generally, when it becomes apparent there is a need to amend existing plans or ordinances, or to adopt new plans, strategies, or ordinances to promote the health, safety, and general welfare, a "race of diligence" may ensue in property owners seeking to establish vested rights under existing law and the City Council seeking to enact or amend a plan or ordinance, or adopt new plans, strategies, or ordinances, before such vested rights are established; thereby creating additional safety and welfare problems; and
- § 9. WHEREAS, such a "race of diligence" is counterproductive to both individual property owners and the City as a whole, because landowners rush to submit applications that may not have received adequate consideration and to gain approval of such applications, and the City rushes to adopt a plan or ordinance amendments, strategies, or ordinances that may not have received thorough analysis or been subject to full public debate with respect to the issues, goals, and policies of the proposed development controls, and therefore may not be as responsive to either the City's or the applicant's goals and needs or received the degree of community input and debate as would otherwise be possible and appropriate; and
- § 10. WHEREAS, a temporary administrative delay of development applications within a defined geographic boundary of the City by resolution of the City Council, based upon the likelihood that proposed amendments to the Center City Form Based Code or planning policies may impact the nature of development applications, is an appropriate remedy to counteract the effects of a "race of diligence"; and
- § 11. WHEREAS, this Resolution is considered because the City Council has determined that some applications for COCs, demolition permits, or CCPUDs in Center City, may adversely affect the ability of Center City to remain and redevelop as a unique, vibrant place; and
- § 12. WHEREAS, a limited number of applications will seek permits for projects that may have little or no effect on the future of Center City, in order to cause the least disruption to property owners affected by this Resolution; and
- § 13. WHEREAS, the City Council recognizes that an administrative delay is an extraordinary remedy that should be used judiciously and only after serious evaluation and analysis by staff and City Council and based upon staff's carefully considered recommendation; and,
- § 14. WHEREAS, to ensure that the City Council successfully, fairly, and rationally fulfills this duty, it is necessary to delay temporarily the acceptance of applications for COCs, demolition permits, and CCPUDs; and
- § 15. WHEREAS, the Council also recognizes that it has an equally important duty to fully consider applications for the issuance or approval of COCs, demolition permits, and CCPUDs whenever such applications are consistent with the City's Code of Ordinances, including the Center City Form Based Code, and that it is necessary that delay be enacted for the shortest amount of time; and

- § 16. WHEREAS, the City Council has determined that it is appropriate and necessary to provide an expeditious appeal process to individuals or entities affected by this administrative delay in order to ensure proper due process; and
- § 17. WHEREAS, it is anticipated that certain public improvements will be recommended to be accomplished in furtherance of the future smart growth of Center City, and that funding sources to accomplish those public improvements will need to be identified.

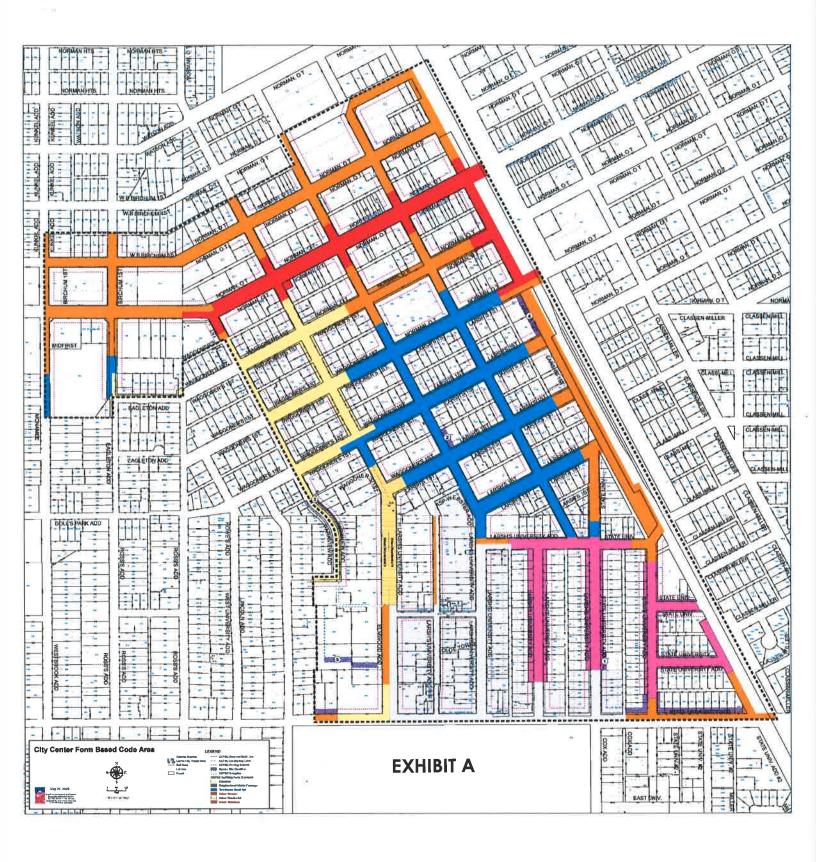
NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA:

- § 18. That for a period of six (6) months, the Council of the City of Norman hereby formally adopts a temporary policy of delaying the acceptance of applications for COCs, demolition permits, and CCPUDs in the area defined by Exhibit A. This Resolution may be rescinded if the City completes those tasks in less than six (6) months; and
- § 19. That the Planning and Community Development and Public Works Departments of the City of Norman are directed not to accept applications for COCs, demolition permits, and CCPUDs in the area defined by Exhibit A; and
- § 20. That it is the intent of this action to protect the character of Center City by protecting the area from development inconsistent with the Center City vision, by addressing concerns in the implementation of certain provisions of the Center City Form Based Code and its Project Plan, including more recent revisions to the Center City Form Based Code, and to realize the community's vision for a vital Center City that accommodates an attractive balance of commercial, residential, mixed-use and institutional land uses; and
- § 21. That applicants shall have the right to appeal the temporary Administrative Delay of Applications to the City Council of the City of Norman if the applicant believes that the decision not to accept COC, demolition permit, or CCPUD applications is unreasonable. Such appeal shall be filed with the Clerk of the Council within ten (10) business days after receiving written notification of a determination; and
- § 22. That, after receipt of the applicant's written statement of appeal, the Clerk of the Council shall schedule the appeal for hearing by the City Council on the next regular agenda, or as soon thereafter as practicable in the normal course of managing Council agendas. The applicant shall be notified of the time of the hearing at least seven (7) days prior to such hearing. Proper mailing to the address shown on the original application shall be adequate notification. The decision and order of the City Council on such appeal shall be final and conclusive; and
- § 23. That the applicant shall bear the burden of establishing by a preponderance of the evidence that processing the application for COCs, demolition permits, or CCPUDs will not undermine the current character of Center City, obviate the purpose of the Center City Form Based Code or Vision, directly implicate issues that are set to be addressed during this

temporary administrative delay, and will not place undue additional burden on the existing infrastructure; and

- § 24. That the City Council shall consider the following in determining whether appeals of denied applications for COCs, demolition permits, or CCPUDs should be granted:
 - The City's interest in protecting the public's health, safety and general welfare;
 - The City's interest is avoiding the creation of uses or structures that may not be in harmony with the intent and purpose behind the Center City Form Based Code and vision;
 - The extent to which the proposed use, if applicable, will negatively impact the values of the property and the neighboring property;
 - The economic impact and hardship of the delay upon the owner; and
- § 25. That the provisions of this resolution are temporary in nature and are intended to be removed in totality or replaced by subsequent legislative enactment. The temporary administrative delay of applications for COCs, demolition permits, and CCPUDs as specified in this resolution shall terminate six (6) months from the date of adoption.
- § 26. This temporary administrative delay is also expressly tied to the formation of the Center City Form Based Code Ad Hoc Committee ("CCFBC Ad Hoc Committee") and to that committee's participation in the review and potential recommendation to the City Council of alterations to the Center City Form Based Code directly addressing current concerns presently identified by City Staff, and as further set forth in a future resolution formally appointing said CCFBC Ad Hoc Committee.
- § 27. Severability. If any section, subsection, sentence, clause, phrase or portion of this resolution 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 resolution.

day of	, 2021.
Mayor	



File Attachments for Item:

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-32 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 11/30/2021

REQUESTER: Darrel Pyle

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR

POSTPONEMENT OF ORDINANCE O-2122-32 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE

SEVERABILITY THEREOF.

BACKGROUND:

After an extensive search and interview process, the City Council hired Mr. Darrel Pyle to serve as City Manager for the City of Norman in June 2019. Mr. Pyle began his employment on July 15, 2019. Council conducted its first annual review of Mr. Pyle during an Executive Session on June 23, 2020. Ordinance O-1920-68 was adopted on July 7, 2020 resulting in an increase in compensation.

The Charter also requires that the City Manager's compensation be set by ordinance.

DISCUSSION:

Ordinance O-2122-32 does not increase Mr. Pyle's base compensation; rather, it changes some of the other aspects of the full compensation package. Since joining the City in 2019, Mr. Pyle has received an annual cell phone allowance of \$1200 and an annual automobile allowance of \$6,000, both payable in equal installments with payroll. Ordinance O-2122-32 would remove the cell phone allowance, and instead, Mr. Pyle would receive a City cell phone with the bill to be paid by the City. Ordinance O-2122-32 would also remove the automobile allowance; instead, Mr. Pyle would receive a take home fleet vehicle with its use governed by City policy.

Since First reading, additional discussions about providing a fleet vehicle has caused Mr. Pyle to reconsider this change to his contract. A substitute ordinance is attached to the agenda for Council's consideration that would be limited to removing from his compensation the provision for an annual cell phone allowance and replacing it with the provision of a City-owned cell phone.

RECOMMENDATION:

Staff recommends Substitute Ordinance O-2122-32 for Council's consideration.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, **FIXING** THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- §1. WHEREAS, Section 1 of Article XVII of the Charter of the City of Norman, Oklahoma, does provide that the City Council shall fix, by Ordinance, the compensation of the City Manager; and
- §2. WHEREAS, by Contract No. K-1819-146 Darrel Pyle was hired as City Manager for the City of Norman, with an effective date of July 15, 2019, and the Contract along with all terms and conditions set forth therein has been ratified and affirmed by the City Council; and
- §3. WHEREAS, Council adopted Ordinance O-1819-44 on June 25, 2019 setting the salary and compensation of the City Manager at an annual base salary of \$170,000; additional amount up to 13% of annual base salary as deferred compensation; one time signing payment of \$5,000; \$6,000 annual automobile allowance payable in equal installments with payroll; \$1,200 annual cellular phone allowance payable in equal installments with payroll; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Contract No. K-1819-146; and
- WHEREAS, Council adopted Ordinance O-1920-38 on July 7, 2020 setting the salary § 4. and compensation of the City Manager at an annual base salary of \$195,000; additional amount up to 13% of annual base salary as deferred compensation; \$6,000 annual automobile allowance payable in equal installments with payroll; \$1,200 annual cellular phone allowance payable in equal installments with payroll; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Addendum 1 to Contract No. K-1819-146 and
- § 5. WHEREAS, Council desires to amend certain provisions of the City Manager's contract (Contract K-1819-146) relating to compensation.

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

§ 6. That the salary and compensation of the City Manager shall be and are hereby fixed at: annual base salary of \$195,000; additional amount up to 13% of annual base salary as deferred compensation; a City-provided late model, full-size automobile for the City Manager's business and personal use in accordance with City policy; a City-provided cell phone with monthly service and fees paid for by the City; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Addendum 2 to Contract No. K-1819-146.

§ 7. <u>Severability.</u> If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this	day of	NOT ADOPTED this	day of
	, 2021.		, 2021.
Mayor		Mayor	
ATTEST:			
City Clerk			

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, FIXING THE COMPENSATION OF THE CITY MANAGER AS PROVIDED BY ARTICLE XVII, SECTION 1, OF THE CHARTER OF THE CITY OF NORMAN; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- §1. WHEREAS, Section 1 of Article XVII of the Charter of the City of Norman, Oklahoma, does provide that the City Council shall fix, by Ordinance, the compensation of the City Manager; and
- §2. WHEREAS, by Contract No. K-1819-146 Darrel Pyle was hired as City Manager for the City of Norman, with an effective date of July 15, 2019, and the Contract along with all terms and conditions set forth therein has been ratified and affirmed by the City Council; and
- §3. WHEREAS, Council adopted Ordinance O-1819-44 on June 25, 2019 setting the salary and compensation of the City Manager at an annual base salary of \$170,000; additional amount up to 13% of annual base salary as deferred compensation; one time signing payment of \$5,000; \$6,000 annual automobile allowance payable in equal installments with payroll; \$1,200 annual cellular phone allowance payable in equal installments with payroll; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Contract No. K-1819-146; and
- § 4. WHEREAS, Council adopted Ordinance O-1920-38 on July 7, 2020 setting the salary and compensation of the City Manager at an annual base salary of \$195,000; additional amount up to 13% of annual base salary as deferred compensation; \$6,000 annual automobile allowance payable in equal installments with payroll; \$1,200 annual cellular phone allowance payable in equal installments with payroll; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Addendum 1 to Contract No. K-1819-146 and
- § 5. WHEREAS, Council desires to amend certain provisions of the City Manager's contract (Contract K-1819-146) relating to compensation.

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

§ 6. That the salary and compensation of the City Manager shall be and are hereby fixed at: annual base salary of \$195,000; additional amount up to 13% of annual base salary as deferred compensation; \$6,000 annual automobile allowance payable in equal

installments with payroll; a City-provided cell phone with monthly service and fees paid for by the City; standard employee health & dental benefits, term life insurance of \$200,000, and a City contribution to a qualified retirement account in an amount that is equivalent to that provided for other non-union City employees; all pursuant to the terms and conditions of Addendum 2 to Contract No. K-1819-146.

§ 7. <u>Severability.</u> If any section, subsection, sentence, clause, phrase or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this	day of	NOT ADOPTED this	day of
	, 2021.		, 2021.
Mayor		Mayor	
ATTEST:			
City Clerk			

File Attachments for Item:

35. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, POSTPONEMENT AND/OR AMENDMENT OF AMENDMENT 2 TO CONTRACT K-1819-146: BY AND BETWEEN THE CITY OF NORMAN AND DARREL PYLE AMENDING HIS EMPLOYMENT AGREEMENT TO REMOVE PROVISIONS FOR A A CELL PHONE ALLOWANCE IN EXCHANGE FOR THE PROVISION OF A CITY OWNED CELL PHONE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 12/14/2021

REQUESTER: Darrel Pyle

PRESENTER: Kathryn Walker, City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION,

POSTPONEMENT AND/OR AMENDMENT OF AMENDMENT 2 TO CONTRACT K-1819-146: BY AND BETWEEN THE CITY OF NORMAN AND DARREL PYLE AMENDING HIS EMPLOYMENT AGREEMENT TO REMOVE PROVISIONS FOR A A CELL PHONE ALLOWANCE IN EXCHANGE FOR THE PROVISION OF A CITY OWNED CELL PHONE.

BACKGROUND:

After an extensive search and interview process, the City Council hired Mr. Darrel Pyle to serve as City Manager for the City of Norman in June 2019. Mr. Pyle began his employment on July 15, 2019 after Council approved an agreement with Mr. Pyle (Contract K-1819-146) setting forth his compensation package, provisions related to termination, and start date for employment. The Charter also requires that the City Manager's compensation be set by ordinance. Council adopted Ordinance O-1819-44 setting forth Mr. Pyle's compensation. Council conducted its first annual review of Mr. Pyle during an Executive Session on June 23, 2020. Amendment 1 to Contract K-1819-146 and Ordinance O-1920-68 were adopted shortly thereafter resulting in an increase in compensation.

DISCUSSION:

Amendment 2 to Contract K-1819-146 and its companion item, Ordinance O-2021-32, do not increase Mr. Pyle's base compensation; rather, it changes some of the other aspects of the full compensation package. Since joining the City in 2019, Mr. Pyle has received an annual cell phone allowance of \$1200 payable in equal installments with payroll. Amendment 2 to Contract K-1819-146 and Ordinance O-2021-32 would remove the cell phone allowance, and instead, Mr. Pyle would receive a City cell phone with the bill to be paid by the City.

RECOMMENDATION:

Staff forwards Amendment 2 to Contract K-1819-146 for Council's consideration.

EMPLOYMENT AGREEMENT

This Amendment No. 2 to Contract K-1819-146 is made and entered into this _____ day of _____ by and between the City of Norman, Oklahoma, a municipal corporation and (hereinafter "City") and Mr. Darrel Pyle (hereinafter "Mr. Pyle").

WHEREAS, the City Manager's contract, Contract K-1819-146, was approved by the City on June 11, 2020; and

WHEREAS, Contract K-1819-146 provides for an annual performance evaluation of the City Manager by the City Council, and after that said performance evaluation on June 23, 2020, Amendment 1 to Contract K-1819-146 was adopted in July 2020; and

WHEREAS, both parties desire to continue Contract K-1819-146 and further amend the Contract to provide certain changes to compensation to be effective upon approval of this addendum and a companion ordinance setting compensation.

NOW THEREFORE, in consideration of the mutual covenants and conditions hereinafter set forth, the parties agree as follows:

- 1. That, the terms and conditions of the City Manager's contract, Addendum 1 to Contract K-1819-146 (hereinafter the "Contract") shall remain in full force and effect, except as hereinafter provided.
- 2. That **Paragraph 9** of said Contract be amended as follows:
 - 9. Hours of Work, Dues, Subscriptions and Expenses. Mr. Pyle's hours of work, dues, subscriptions, professional development, memberships and general expenses shall be in accordance with the guidelines of City's policies unless inconsistent with the provisions of this Agreement. The City shall pay fees and travel expenses for a minimum of one (1) annual state and one (1) annual national conferences, regional meetings, etc. The City shall also pay Mr. Pyle's organizational dues for two (2) national, one (1) regional and one (1) state professional association. The City shall also pay civic organization dues for the Norman Rotary or similar civic organization

Item 35.

Amendment No. 2 to Contract No. K-1819-146

with allowance for regular meeting expenses associated with the membership. The City will provide Mr. Pyle with a City cell phone in accordance with City policy. General expenses for such activities shall be in accordance with budgetary/fiscal guidelines approved annually by the City Council.

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Item 35.

Amendment No. 2 to Contract No. K-1819-146

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date and year first written above.

CITY OF NORMAN	Attest:
Breea Clark, Mayor	Brenda Hall, City Clerk
Approved as to form and legality th	is day of December, 2021.
Kat	chryn L. Walker, City Attorney
CITY OF MANAGER	
Mr. Darrel Pyle	
ACKNOW	VLEDGEMENT
Darrel Pyle, known to me to be	, 2021, personally appeared the person who executed the within wledged to me that he executed the same
Not	tary Public Signature
Prin	nted or Typed Name
Mv	Commission Expires: