



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, September 28, 2021 at 6:30 PM

AGENDA

City Council, Norman Utilities Authority, Norman Municipal Authority, And Norman Tax Increment Finance Authority

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

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

CITY COUNCIL SPECIAL SESSION MINUTES OF MAY 18, 2021

CITY COUNCIL MINUTES OF SEPTEMBER 14, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 14, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 14, 2021

PROCLAMATIONS

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, SEPTEMBER 28, 2021, AS NATIONAL VOTER REGISTRATION DAY IN THE CITY OF NORMAN.

Council Comments

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 3 through Item 21 be placed on the consent docket.

First Reading Ordinance

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-17 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI, COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.
4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-20 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

Reports/Communications

5. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF AUGUST 31, 2021, AND DIRECTING THE FILING THEREOF.
6. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF AUGUST, 2021.

Authorization for Purchase

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE A FIRE APPARATUS FROM SUTPHEN CORPORATION THROUGH HEARTLAND FIRE TRUCKS, L.L.C., IN THE AMOUNT OF \$580,222.17 UTILIZING THE HOUSTON GALVESTON AREA CONTRACT (HGAC).

Declaration of Surplus Obsolete Equipment

8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

Request for Payment

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, POSTPONEMENT, AND/OR AMENDMENT OF A FINAL PAYMENT IN THE AMOUNT \$5,557.17 TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR CONTRACT K-1718-57, FEDERAL-AID PROJECT STPG-214C(082)AG, JOB PIECE 33127(04), A PROJECT AGREEMENT WITH ODOT FOR THE INSTALLATION OF PAVEMENT MARKINGS (PHASE 6) ALONG VARIOUS FEDERAL FUNCTIONALLY CLASSIFIED ROADWAYS THROUGHOUT THE CITY.
10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN AMENDMENT TO SPECIAL CLAIM SC-2122-1: SUBMITTED BY THE CLEVELAND COUNTY SHERIFF'S OFFICE ADDING AN ADDITIONAL \$432.49 TO THE CLAIM FOR A REVISED AMOUNT OF \$15,177.13 FOR EXPENSES INCURRED AT THE CLEVELAND COUNTY DETENTION CENTER ON JULY 3, 2021.

Contracts

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-109: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND BARRETT L. WILLIAMSON ARCHITECTS, INC., INCREASING THE CONTRACT AMOUNT BY \$261,800 FOR A REVISED CONTRACT AMOUNT OF \$386,350 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE NEW LINE MAINTENANCE FACILITY.
12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-119 EXTENDING THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT

IN THE AMOUNT OF \$84,148 FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) UNTIL FEBRUARY 28, 2022

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-6 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HASKELL LEMON CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$219,320.95 FOR A REVISED CONTRACT AMOUNT OF \$151,049.05 TO REMOVE THE IMHOFF CREEK BRIDGE PROJECT FROM THE FYE 2022 BRIDGE MAINTENANCE PROGRAM.
14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$101,626 FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE (OHSO) TO BE USED BY THE POLICE DEPARTMENT TO CONDUCT HIGH-VISIBILITY ENFORCEMENT, SATURATION PATROLS, INFORMATION/EDUCATION CAMPAIGNS DIRECTED TOWARD TRAFFIC SAFETY, PARTICIPATION IN OHSO MOBILIZATIONS, AND TO PURCHASE LIDARS; APPROVAL OF CONTRACT K-2122-28; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.
15. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID212221, CONTRACT K-2122-31 WITH MESSER ELECTRIC IN THE AMOUNT OF \$181,608, CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$4,250 FOR A REVISED CONTRACT AMOUNT OF \$186,128; PERFORMANCE BOND B-2122-33, STATUTORY BOND B-2122-34, MAINTENANCE BOND MB-2122-26 FOR THE UPGRADES TO THE CAMPUS CORNER LIGHTING SYSTEM, RESOLUTION R-2122-29 GRANTING TAX-EXEMPT STATUS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT
16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-54: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, BURLINGTON NORTHERN SANTA FE RAILROAD, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF A MULTIMODAL SIDEWALK ON THE NORTH SIDE OF CONSTITUTION STREET FROM JENKINS AVENUE TO CLASSEN BOULEVARD [FEDERAL-AID PROJECT TAP-214(102)AG, JOB PIECE 33271(04)]
17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-58: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OLSSON ASSOCIATES IN THE AMOUNT OF \$401,500 FOR THE DESIGN OF THE 36TH AVENUE NW (PHASE 3) WIDENING PROJECT FROM INDIAN HILLS ROAD TO MOORE CITY LIMITS.
18. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN OKLAHOMA OFFICE OF HOMELAND SECURITY STATE HOMELAND SECURITY PROGRAM GRANT IN THE AMOUNT OF \$30,090

TO BE USED BY THE POLICE DEPARTMENT TO PURCHASE NIGHT VISION DEVICES, APPROVAL OF CONTRACT K-2122-60, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN EMERGENCY SOLUTIONS GRANT CORONA RELIEF 2 (ESG CR2) AWARD FROM THE OKLAHOMA DEPARTMENT OF COMMERCE IN THE AMOUNT OF \$400,000 FOR THE OPERATION OF THE CITY OF NORMAN EMERGENCY SHELTER, APPROVAL OF CONTRACT K-2122-61 AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.
20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-63: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY JAIL FACILITY AT A COST OF \$71.86 PER DAY PER PRISONER.
21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1819-132 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND FLINTCO CONSTRUCTION COMPANY, INCREASING THE CONTRACT AMOUNT BY \$7,452,086 FOR A REVISED CONTRACT AMOUNT OF \$8,296,438 TO PROVIDE CONSTRUCTION OF THE YOUTH BASEBALL/SOFTBALL AND ADULT SOFTBALL IMPROVEMENTS PROJECT AT REAVES PARK.

Resolutions

22. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE 2022 ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT, INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED ASSESSMENT ROLL; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

NON-CONSENT ITEMS

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-1 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A 17-FOOT UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, TSTB ADDITION, SECTION 1, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (601 12TH AVENUE N.E.).
24. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-16: A PERMANENT WATER LINE EASEMENT DONATED BY WAL-MART REAL ESTATE BUSINESS TRUST IN ORDER TO RELOCATE A WATER LINE AT 601 12TH AVENUE N.E.

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-19 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, ARTICLE VIII, SECTION 20-805, OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA, TO PROHIBIT HEAD-IN PARKING IN SPACES RESERVED FOR REVERSE ANGLE BACK-IN PARKING; AND PROVIDING FOR THE SEVERABILITY THEREOF

26. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT O-2122-16 UPON SECOND AND FINAL READING: OF AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

MISCELLANEOUS DISCUSSION

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

ADJOURNMENT

File Attachments for Item:

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

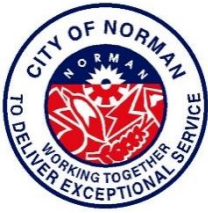
CITY COUNCIL SPECIAL SESSION MINUTES OF MAY 18, 2021

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NORMAN UTILITIES AUTHORITY MINUTES OF SEPTEMBER 14, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 14, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF SEPTEMBER 14, 2021



CITY OF NORMAN, OK STAFF REPORT

Item 1

MEETING DATE: 09/28/2021

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL SPECIAL SESSION MINUTES OF MAY 18, 2021

CITY COUNCIL MINUTES OF SEPTEMBER 14, 2021

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NORMAN MUNICIPAL AUTHORITY MINUTES OF SEPTEMBER 14, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF
SEPTEMBER 14, 2021

CITY COUNCIL SPECIAL SESSION MINUTES

May 18, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a virtual Special Session at 5:30 p.m. hosted in the Municipal Building Council Chambers on the 18th day of May, 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, Nash, Peacock, Petrone, Schueler, Studley, Mayor Clark

ABSENT: None

Item 1, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2021-49 UPON FIRST, SECOND AND FINAL READING; AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, REPEALING ARTICLE XI, COVID-19 PANDEMIC OF CHAPTER 10 OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA AND ELIMINATING A REFERENCE TO SAME IN SECTION 15-506 OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA; DECLARING AN EMERGENCY; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Adopted on First Reading. Moved by Councilmember Petrone. Seconded by Councilmember Holman. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Nash, Peacock, Petrone, Schueler, and Studley. Nays: None.

Items submitted for the record

- 1. City Council Staff Report O-2021-49 dated May 14, 2021, by Kathryn Walker, City Attorney
- 2. Ordinance O-2021-49
- 3. Legislatively notated copy of Ordinance O-2021-49

Participants in discussion

- 1. Dr. Dale Bratzler, Chief Quality Health Officer, University of Oklahoma (OU)

Adopted on Second Reading. Moved by Councilmember Petrone. Seconded by Councilmember Hall. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Nash, Peacock, Petrone, Schueler, and Studley. Nays: None.

Participants in discussion

- 1. Ms. Kathryn Walker, City Attorney
- 2. Dr. Kate Cook, Pediatric Hospitalist, Norman Regional Health System
- 3. Ms. Jackie Kanak, Regional Director of State Department of Health

Adopted as Emergency. Moved by Councilmember Petrone. Seconded by Councilmember Foreman. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Nash, Peacock, Petrone, Schueler, and Studley. Nays: None.

Adopted on Final Reading. Moved by Councilmember Petrone. Seconded by Councilmember Holman. Ayes: Mayor Clark, Councilmembers Foreman, Hall, Holman, Nash, Peacock, Petrone, Schueler, and Studley. Nays: None.

* * * * *

Item 2, being:

DISCUSSION REGARDING THE PROPOSED FYE 2022 CITY OF NORMAN BUDGET – ENTERPRISE FUNDS.

Ms. Kim Coffman, Budget Manager, said the Capital Fund was reviewed on November 17, 2020; a Capital Fund mid-year review was held on February 16, 2021; General and Special Revenue Funds were reviewed on April 20, 2021; a public hearing regarding the budget was held on April 27, 2021; and the Capital Fund was reviewed again on May 4, 2021. She said tonight, Council will be reviewing Enterprise Funds and another public hearing regarding the budget will be held on May 25, 2021. An optional follow-up meeting regarding the budget may be held, if needed, on June 1, 2021, with final adoption of the budget proposed for June 8, 2021.

Enterprise Funds are operated in a manner similar to private business enterprises where the intent is that costs of providing goods or services to the general public are financed or recovered primarily through user charges. She said Enterprise Funds include Water, Sanitation, and Water Reclamation, with two sub-funds in Water Reclamation that includes Sewer Maintenance and New Development Excise Tax.

Sanitation Fund

Ms. Coffman said the Sanitation Division collects more than 100,000 tons of solid waste annually; collects approximately 29,000 tons of yard waste annually that is placed in the Compost Facility; offers curbside recycling through Republic Services with a 90% participation rate and collects more than 5,000 tons of recyclable material annually; and offers four recycling drop-off centers that collect more than 1,700 tons annually. The recycling center at the Transfer Station accepts scrap iron, wood, and glass, which the other three do not accept and 560,000 pounds of glass was recycled this past year.

Ms. Coffman highlighted a comparison of residential sanitation rates with other communities, i.e., Ardmore, Bartlesville, Broken Arrow, Edmond, Enid, Lawton, Midwest City, Moore, Oklahoma City, Ponca City, Stillwater, and Tulsa as well as out of state communities, i.e., Lawrence, Kansas; Denton, Texas; and Lubbock, Texas. She said services include spring and fall clean-up days; once a week solid waste collection; once a week yard waste collection; free brush drop-off; four recycling drop-off centers; free compost (when available); and residential curbside recycling.

Major revenue assumptions for the Sanitation Fund include user fees of \$17.20 per unit per month which includes a \$3.00 curbside recycling charge; a \$0.20 Oklahoma Solid Waste Management charge; additional polycart for a charge \$7 per month; and estimated revenue at a growth rate of 1.7% per year.

Ms. Coffman said Major Sanitation Fund expenditures include:

- ❖ \$3,707,199 for fleet related replacement purchases;
- ❖ \$2 million for landfill tipping fees (expenses have increased 7% from FYE 21 to FYE 22);
- ❖ Recycling Contractor expense budgeted at \$1.56 million (2% increase); and
- ❖ FYE 22 ending fund balance is \$7,747,845.

Major projects from FYE 21 to be completed in FYE 22 include:

- ❖ Household Hazardous Waste Facility (Material Recovery Facility) - \$1.65 million; and
- ❖ Container Maintenance Facility - \$1.06 million.

Major projects to start in FYE 22 include:

- ❖ New Sanitation Facility - \$2.54 million; and
- ❖ Compost Facility Scale House - \$420,000.

Councilmember Holman said he is concerned about the increased tipping fees and encouraged everyone to be aware of what it costs to dispose of waste going forward because it will only continue to increase.

Item 2, continued:

Water Fund

Ms. Coffman said water production runs 24 hours per day, 365 days a year, and produces over 4.8 billion gallons annually. She said the Line Maintenance Division maintains over 625 miles of water pipe with diameters of six to 48 inches; 1,000 fire hydrants; repairs an average of 180 water line breaks each year; replaces over 8,000 feet of old deteriorated/undersized water mains; and maintain over 40,000 water meters.

Ms. Coffman highlighted the water rate history as follows:

- ❖ Inverted block rate adopted in 1999 to encourage conservation. Progressive rate structure charges higher rates to highest quantity water users and affects about 25% of residential customers;
- ❖ March 2006: Water rate increase approved;
- ❖ August 2010: Water rate increase failed;
- ❖ January 2015: Water rate increase was approved to current levels to fund Water Treatment Plant (WTP) Improvements and additional two million gallons per day (mgd) of groundwater supply; and
- ❖ A water rate increase is needed in FYE 22 to fund upcoming projects.

Ms. Coffman highlighted current residential rate structures for Norman as follows:

Gallons	Rates (per 1,000/gallon)
Base Fee	\$6.00
0 – 5,000	\$3.35
5,001 – 15,000	\$4.10
15,001 – 20,000	\$5.20
Over 20,000	\$6.80

The City currently charges a summer surcharge of \$.35 per 1,000 gallons during July and August for usage of 20,000 gallons per month or more. There is also a mandatory year round odd/even watering rotation schedule for customers.

Ms. Coffman highlighted a comparison of residential water rates for several communities, i.e., Ardmore, Bartlesville, Broken Arrow, Edmond, Enid, Lawton, Midwest City, Moore, Oklahoma City, Ponca City, Stillwater, and Tulsa as well as out of state communities, i.e., Lawrence, Kansas; Denton, Texas; and Lubbock, Texas. She said Norman's rates are approximately 22% below benchmark cities.

Major revenue assumptions for the Water Fund in FYE 22 include an estimated growth rate of 1.7%. As of August 1, 2016, water connection charges for all meter sizes are as follows:

- ❖ 3/4" meter \$1,000
- ❖ 1" meter \$1,667
- ❖ 2" meter \$6,667

A proposed water rate increase shown in the budget (\$2.2 million – one half of proposed water rate increase) is anticipated to be put forth to voters in November 2021, with First Reading in October 2021, if Council decides to move forward with a water rate election.

Water Fund expenditure assumptions include:

- ❖ \$1,302,330 budgeted for interim water purchase contract from Oklahoma City (OKC);
- ❖ \$900,000 for Central Oklahoma Master Conservancy District raw water purchase, which includes the replacement of Del City's raw water line and Norman's share is 43%;
- ❖ \$548,000 included in FYE 22 Budget for Capital Equipment replacement purchases and other equipment (Water Treatment and Water Line Maintenance);
- ❖ Ending fund balance estimated to be \$3,245,263 (balance in FYE 23 estimated to be negative \$13,354,964).

Item 2, continued:

Water Fund, continued:

Ms. Coffman highlighted water projects as follows:

- ❖ Major projects from FYE 20 completed in FYE 21:
 - Robinson Street Water Line, Phase II, Brookhaven Creek to Water Tower - \$3.2 million;
 - Robinson Street Water Line, Phase IV, 24th Avenue N.E. to WTP - \$2.3 million
 - Segment D 24-inch Water Line, Phase V, Timberdell Avenue: Chautauqua Avenue to Jenkins Avenue and Jenkins Avenue: Timberdell Avenue to Constitution Avenue - \$4.5 million;
 - Parsons Street Water Line (west of Campus) – \$860,000;
 - Phase II Water Treatment Plan Improvements (start in June 2017) including ultraviolet (UV) disinfection, ozone treatment, new chemical building and equipment storage - \$35.6 million; and
 - Backwash Tower Rehabilitation - \$280,000.
- ❖ Major projects from FYE 21 to be completed in FYE 22:
 - FYE 15 Water Wells/ Supply Lines - \$10.7 million;
 - Robinson Water Line, Phase III: 24th Avenue N.W. to Flood Avenue - \$2 million; and
 - Gray Street and Tonhawa Street Water Line Replacement - \$2.3 million.
- ❖ Major new projects for FYE 21/22:
 - Interstate Drive Water Line Replacement - \$1.4 million
 - Water Line Replacement: Flood Avenue/Robinson Street to Venture Boulevard - \$5.3 million;
 - James Garner Avenue Water Line Replacement: Library to Robinson Street - \$930,000 and Main Street to Duffy Street - \$1.1 million;
 - Porter Avenue Water Line Replacement – \$900,000;
 - Jenkins Avenue Water Line Replacement - \$700,000;
 - Urban Water Line Maintenance and Fire Hydrant/Valve Upgrades completed by Line Maintenance crews - \$300,000 to \$400,000 annually; and
 - Southlake Addition Water Line Replacement - \$1.2 million.
- ❖ Major new projects for FYE 22 and beyond:
 - Initiate Advanced Metering Infrastructure (AMI) - \$350,000 (additional \$17 million in later years)
 - Wellfield Blending - \$3.2 million (additional \$16 million in FYE 23 for solution for Department of Environmental Quality (DEQ) chlorination requirements);
 - Corrosion Control Study - \$75,000 (Lead/Copper Rule);
 - Cyber Security - \$175,000 (America's Water Infrastructure Act); and
 - Water Tower Coating - \$1.1 million (Cascade Boulevard and Boyd Street).
- ❖ Future Water Projects (subject to funding) include:
 - Line Maintenance Building - \$3.2 million;
 - Flood Avenue Water Line: Gray Street to Robinson Street - \$1.9 million;
 - Annual Water Line Replacement Program - \$3.3 million annually;
 - Robinson Street 30-Inch Water Line: 24th Avenue N.E. to Flood Avenue - \$5.3 million;
 - Alameda Street 24-Inch Water Line: 24th Avenue N.E. to Carter Avenue - \$3.5 million.
 - Hall Park Water Line Replacement - \$440,000; and
 - Southeast Norman Water Tower - \$3.5 million.

Water Reclamation Fund

Mr. Chris Mattingly, Director of Utilities, said under the Strategic Water Supply Plan (SWSP), the City is moving forward with a pilot project for advanced treatment of water coming from the Water Reclamation Facility (WRF). He said water will be discharged into Dave Blue Creek, which will augment Lake Thunderbird, then be treated to a high caliber for drinking water. He said Norman has been over-utilizing its allocation of water from Lake Thunderbird for years and wastewater has a flow of 11 million gallons per day (mgd) with 98% removal of contaminants so this could be a nice source of water to utilize if this program is successful. He said this program will help augment Lake Thunderbird that is shared with Midwest City and Del City and they will be watching this pilot program very closely since it affects their water supply as well as Norman's.

Item 2, continued:

Water Reclamation Fund

Ms. Coffman said Sewer Line Maintenance maintains almost 515 miles of sewer lines and over 12,000 manholes; cleans over 1.4 million feet of sewer lines each year; and inspects and records over 250,000 feet of sewer lines. He said over the last 20 years, the City has reduced sanitary sewer overflows by 90%.

Ms. Coffman highlighted comparable residential water reclamation rates for the cities previously mentioned and said Lawton is the only city with a lower rate than Norman.

Major revenue assumptions for the Water Reclamation Fund include residential wastewater service rates increased in November 2013. Current rates are \$5.00 base plus \$2.70 per 1,000 gallons of treated wastewater. He said user fee revenues for FYE 22 are budgeted at a projected 2% increase from FYE 21. The FYE 21 fund balance is projected to be \$892,502 and \$45,919 in FYE 22.

Ms. Coffman highlighted Water Reclamation Fund expenditure assumptions as follows:

- ❖ Major projects for FYE 21 carried into FYE 22
 - Centrifuge Replacement - \$3 million
 - Reuse pilot study - \$3.1 million;
- ❖ Major projects deferred to FYE 23 include:
 - Line Maintenance Building - \$3.2 million (shared with Water Fund);
 - Storage Building - \$1.1 million; and
 - Main Control Building Renovation with Laboratory - \$3.5 million (total project).

Ms. Coffman said the main source of the Sewer Maintenance Fund revenue comes from a \$5.00 per month sewer maintenance charge and \$0.50 per month Capital Improvement Charge. She said *all* Sewer Maintenance Rate Projects must be on a pay-as-you-go basis. Since 2001, over 433,000 feet of sewer lines have been rehabilitated.

Ms. Coffman highlighted Sewer Maintenance Fund projects as follows:

- ❖ Major projects for FYE 21 and FYE 22
 - Bishop Interceptor Replacement - \$2.6 million (with \$0.9 million Sewer Development Fund);
 - Brookhaven Creek Interceptor - \$0.5 million;
 - Sewer Maintenance Project 17 - \$2.3 million (in construction);
 - Sewer Maintenance Project 18 - \$2.9 million; and
 - Sewer Maintenance Project 19 – \$2.6 million.

New Development Excise Tax Fund

The main source of revenue for the New Development Excise Tax Fund comes from new construction building permits based on wastewater generated. Ms. Coffman said FYE 22 revenues are projected to be \$1.4 million (\$1.1 million from residential projects and \$0.3 million from commercial projects); however, that revenue is dependent on how much development takes place.

Ms. Coffman said future projects include Summit Valley Interceptor Project - \$207,000 (with \$360,000 from Water Reclamation Fund), the Bishop Interceptor Replacement Project - \$940,000 (with \$2.6 million from Sewer Maintenance Fund), Brookhaven Creek Interceptor - \$500,000 (with \$500,000 from Sewer Maintenance Fund), and future Southeast Lift Station - \$4.69 million.

Total Utility Rates

Ms. Coffman highlighted comparisons for total utility rates for several Oklahoma communities, i.e., Ardmore, Bartlesville, Broken Arrow, Edmond, Enid, Lawton, Midwest City, Moore, Oklahoma City, Ponca City, and Tulsa as well as out of state communities, i.e., Lawrence, Kansas; Denton, Texas; and Lubbock, Texas. She said Norman has the lowest rates of all comparable communities, except Ardmore. She said many of these comparable rates include a Stormwater Utility Fee that Norman does not have.

Item 2, continued:

Items submitted for the record

1. PowerPoint presentation entitled, "Fiscal Year Ending 2021 Budget – Enterprise Funds," dated May 5, 2020

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ADJOURNMENT

The Mayor adjourned the meeting at 8:00 p.m.

* * * * *

ATTEST:

City Clerk

Mayor



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

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

MINUTES

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

CALL TO ORDER

The meeting was called 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

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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 SPECIAL SESSION MINUTES OF FEBRUARY 9, 2021
 CITY COUNCIL STUDY SESSION MINUTES OF MARCH 2, 2021
 CITY COUNCIL STUDY SESSION MINUTES OF MARCH 30, 2021
 CITY COUNCIL STUDY SESSION MINUTES OF APRIL 6, 2021
 CITY COUNCIL FINANCE COMMITTEE MINUTES OF JUNE 17, 2021
 CITY COUNCIL SPECIAL SESSION MINUTES OF JULY 27, 2021
 CITY COUNCIL MINUTES OF AUGUST 24, 2021
 NORMAN UTILITIES AUTHORITY MINUTES OF AUGUST 24, 2021
 NORMAN MUNICIPAL AUTHORITY MINUTES OF AUGUST 24, 2021
 NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF AUGUST 24, 2021
 CITY COUNCIL SPECIAL MEETING MINUTES OF AUGUST 31, 2021

The Minutes Were Approved.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Brenda Hall, City Clerk
2. City Council Special Session minutes of February 9, 2021
3. City Council Study Session minutes of March 2, 2021
4. City Council Study Session minutes of March 30, 2021
5. City Council Study Session minutes of April 6, 2021
6. City Council Finance Committee minutes of June 17, 2021
7. City Council Special Session minutes of July 27, 2021
8. City Council minutes of August 24, 2021
9. Norman Utilities Authority minutes of August 24, 2021
10. Norman Municipal Authority minutes of August 24, 2021
11. Norman Tax Increment Finance Authority minutes of August 24, 2021
12. City Council Special Session minutes of August 31, 2021

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PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-4: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER, 2021 AS PAIN AWARENESS MONTH IN THE CITY OF NORMAN.

Receipt of the Proclamation was Acknowledged.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Brenda Hall, City Clerk
2. Proclamation P-2122-4

Participants in discussion

1. Ms. Penni Pace Mix, Ambassador for the United States Pain Foundation for Oklahoma, accepted the proclamation and thanked the Council

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3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-5: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF SEPTEMBER, 2021, HISPANIC HERITAGE MONTH IN THE CITY OF NORMAN.

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

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. City Council Staff Report dated September 14, 2021, from Cinthya Allen, Chief Diversity and Equity Officer
2. Proclamation P-2122-5

Participants in discussion

1. Ms. Yoana Walschap, President of the LatinasWIN Women in Norman Group, accepted the proclamation and thanked the Council

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4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-6: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE WEEK OF SEPTEMBER 17 THROUGH 23, 2021, AS CONSTITUTION WEEK IN THE CITY OF NORMAN.

Motion made by Councilmember Ward 6 Foreman, 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. City Council Staff Report dated September 14, 2021, from Brenda Hall, City Clerk
- 2. Proclamation P-2122-6

Participants in discussion

- 1. Ms. Jane Harris, Treasurer of the Black Beaver Chapter of the Daughters of the American Revolution, accepted the proclamation and thanked the Council

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COUNCIL ANNOUNCEMENTS

Public Transportation Ride-Along. Councilmember Hall thanked Mr. Taylor Johnson, Public Transit Coordinator, and Mr. Jason Olsen, Director of Parks and Recreation, for inviting her to the Public Transportation Ride Along on Friday, September 10th, at 10:00 am. She said she boarded the bus at the Old Library Building to ride Route 110. She said this event allowed the public to experience public transit and ride a bus; it is also an opportunity to ask questions of staff. She said this continues through the month of September and encouraged others to take advantage of this event.

Councilmember Holman said he will be participating in the Bus Ride-Along on Saturday, September 18th. He encouraged people to come.

*

Foam Densifier for Recycling. Councilmember Hall thanked University Lutheran Church for inviting her to participate in the blessing of their Foam Densifier on Friday, September 10th. She said this church has formed a coalition with other churches called "Coalition for Churches Caring for Creation" which is committed to volunteer to collect Styrofoam which is a service the City of Norman does not provide. University Lutheran was awarded a \$23,000 grant to be able to purchase the Foam Densifier which takes all of the air out of Styrofoam and allows it to be recycled in a more efficient manner. She said this is just another testament to what volunteers can do to inspire their community to participant.

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Council Announcements, continued:

Successful Ward 5 Town Hall Meeting. Councilmember Tortorello thanked Mr. Chris Mattingly, Director of Utilities, and his staff for coming and providing support at the Ward 5 Town Hall Meeting on Saturday, August 28th. He said everyone left the meeting feeling a little relieved about the well water versus private well issue. He also thanked them for bringing a member of the Association of Central Oklahoma Governments (ACOG).

*

Announcement to Seek Re-Election. Councilmember Foreman said Monday, September 13th, was the 5-year anniversary of her being a Ward 6 resident and also the day she announced she will be seeking re-election. She thanked her Ward for allowing her to serve this past year.

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Upcoming Ward 6 Meeting. Councilmember Foreman said she will be working with City Staff to organize a Ward 6 Meeting which will be coming up this fall. She said more information will be coming soon.

*

Upcoming CPT Meeting. Councilmember Holman said the Community Planning and Transportation Committee (CPT) will be meeting Thursday, September 23rd, at 4:00 p.m. He said the committee talks about public transportation issues, ridership reports, and updates on road construction projects. He urged people to attend or watch the meeting on YouTube.

*

Shop Local. Councilmember Holman reminded everyone there will be another Home Football Game this Saturday and to "Shop Local."

*

International Parking Day. Councilmember Peacock announced Friday, September 17th, is International Parking Day which is a global public participatory art project launched in 2005. It is a day where people across the world temporarily repurpose street parking spaces into tiny parks and places for art. He encouraged people to keep an eye out for the wonderful displays.

*

OU President Inauguration. Mayor Clark said Thursday, August 16th, is the Inauguration of Joseph Harroz, President of the University of Oklahoma, and wished to send her congratulations.

*

Council Announcements, continued:

Visiting Tibetan Monks. Mayor Clark announced that St. John's Episcopal Church will have visiting Tibetan Monks through September 19th who are working on an amazing art creation known as a mandala sand painting. She thanked the Norman Cultural Connection for making this experience happen. She said for more information, please go to the Norman Cultural Connection Facebook page.

*

Clash for a Cause. Mayor Clark congratulated the Norman Fire Department for winning the "Clash for a Cause" Softball Tournament on Sunday, September 12th. She said they raised \$22,000 for the Center for Children and Families.

*

Community Play in the Park Event. Mayor Clark congratulated the Parks and Recreation Department for their "Community Play in the Park" Event. She said the next events are Sunday, September 19th, from 1-3 p.m. at Ruby Grants Park and Sunday, September 26th, from 1-3 p.m. at Colonial Estates Park. She urged people to check it out.

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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 22 be placed on the consent docket.

Item 5 through Item 22 were Placed on the Consent Docket.

Motion made by Councilmember Ward 7 Holman, 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

The Consent Docket was approved.

Motion made by Councilmember Ward 7 Holman, 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

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First Reading Ordinance

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-1 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A 17-FOOT UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, TSTB ADDITION, SECTION 1, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (601 12TH AVENUE N.E.).

Ordinance O-2122-1 was Adopted Upon First Reading by Title.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Ken Danner, Subdivision Development Coordinator
2. Memorandum dated May 19, 2021, from Brenda Hall, City Clerk, to Kathryn Walker, City Attorney; Rone Tromble, Administrative Technician IV; Ken Danner, Subdivision Manager; Chris Mattingly, Director of Utilities; and Jane Hudson, Director of Planning and Community Development
3. Letter of request dated May 17, 2021, from Sunday Bougher, Owner Authorized Agent for Walmart, SGA Design Group, to Ms. Brenda Hall, City Clerk
4. Letter of Authorization dated May 17, 2021, from Ronnie Howell, Walmart, to Whom It May Concern with Exhibit "A", legal description of 17-foot utility easement to be vacated, and Exhibit "B" location map
5. Ordinance O-2122-1
6. Location map
7. Planning Commission Staff Report dated July 8, 2021, recommending approval
8. Pertinent excerpts from Planning Commission minutes of July 8, 2021

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6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-19 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, ARTICLE VIII, SECTION 20-805, OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA, TO PROHIBIT HEAD-IN PARKING IN SPACES RESERVED FOR REVERSE ANGLE BACK-IN PARKING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance O-2122-19 was Adopted Upon First Reading by Title.

Item 1.

Item 6, continued:

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from David Riesland, Transportation Engineer
2. Ordinance O-2122-19
3. Legislatively notated copy of Ordinance O-2122-19

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7. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT O-2122-16: OF AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Ordinance O-2122-16 was Adopted Upon First Reading by Title.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Elisabeth Muckala, Assistant City Attorney
2. Legislatively notated copy of Ordinance O-2122-16
3. Ordinance O-2122-16

Item 7, continued:

Participants in discussion

- 1. Ms. Kathryn Walker, City Attorney

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Request for Payment

- 8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE CITY’S APPLICATION FOR PERMISSION TO CARRY ITS OWN RISK WITHOUT WORKERS’ COMPENSATION INSURANCE IN THE AMOUNT OF \$1,000.

The City’s Application for Permission to Carry Its Own Risk Without Workers’ Compensation Insurance was approved.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Clint Mercer, Chief Accountant
- 2. Oklahoma Workers’ Compensation Commission Application for Permission to Carry Its Own Risk Without Workers’ Compensation Insurance

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- 9. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SPECIAL CLAIM SC-2122-1: SUBMITTED BY THE CLEVELAND COUNTY SHERIFF’S OFFICE IN THE TOTAL AMOUNT OF \$14,744.64 FOR EXPENSES INCURRED AT THE CLEVELAND COUNTY DETENTION CENTER ON JULY 3, 2021.

Special Claim SC-2122-1 was Approved.

Motion made by Councilmember Ward 7 Holman, 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

Item 9, continued:

Items Submitted for the Record

- 1. City Council Staff Report dated September 14, 2021, from Anthony Purinton, Assistant City Attorney
- 2. Special Claim SC-2021-1 filed on August 13, 2021, from the Cleveland County Sheriff's Office in the amount of \$14,744.64
- 3. Proposal 282008 dated August 1, 2021, in the amount of \$14,744.64 from Commercial Door, L.L.C.

Participants in discussion

- 1. Ms. Kathryn Walker, City Attorney
- 2. Mr. Kevin Foster, Chief of Police

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10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF PAYMENT OF QUALITY JOBS INCENTIVE TO THE NORMAN ECONOMIC DEVELOPMENT COALITION (NEDC) IN THE AMOUNT OF \$94,776.25 IN ACCORDANCE WITH CONTRACT K-1314-106, UNIVERSITY NORTH PARK TAX INCREMENT FINANCE DISTRICT #2 (TIF) DEVELOPMENT AGREEMENT NO. 6, AS AMENDED.

Payment of Quality Jobs Incentive to the Norman Economic Development Coalition was approved.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Kathryn Walker, City Attorney
- 2. IMMY Quality Job Incentive Projection Assigned to NEDC

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Donation

11. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$1,600 FROM ARMSTRONG BANK TO BE USED TO PURCHASE SERVICES AND ITEMS FOR THE NORMAN POLICE DEPARTMENT'S NATIONAL NIGHT OUT EVENT AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

The Donation was approved.

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

Item 11, 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. City Council Staff Report dated September 14, 2021, from Kathryn Walker, City Attorney

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Easement

12. CONSIDERATION OF GRANTING, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-15: TO OKLAHOMA GAS & ELECTRIC COMPANY RELATING TO THE CONSTRUCTION OF THE NORMAN PARKS MAINTENANCE FACILITY AND TRANSIT MAINTENANCE FACILITY BUILDINGS LOCATED AT THE NORTH BASE COMPLEX.

The Easement was Accepted.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Elisabeth Muckala, Assistant City Attorney
2. Easement E-2122-15 with Exhibit "A", legal description, and Exhibit "B", location map

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Contracts

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. FOUR TO CONTRACT K-1920-46: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C., DECREASING THE CONTRACT AMOUNT BY \$47,723.76 FOR A REVISED CONTRACT AMOUNT OF \$2,229,715.80 AND ADDING 60 CALENDAR DAYS TO THE CONTRACT FOR THE GRAY STREET AND TONHAWA STREET WATER LINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$158,668.63.

Acting as the Norman Utilities Authority

Item 13, continued:

Change Order No. Four to Contract K-1920-46 was Approved and the Project was Accepted.

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

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

1. City Council Staff Report dated September 14, 2021, from Nathan Madenwald, Utilities Engineer
2. Change Order No. Four to Contract K-1920-46

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14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-1920-123: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND JORDAN CONTRACTORS, INC., INCREASING THE CONTRACT AMOUNT BY \$7,451.31 FOR A REVISED CONTRACT AMOUNT OF \$469,885.31 AND ADDING 270 CALENDAR DAYS TO THE CONTRACT FOR THE FYE 2017 SEWER MAINTENANCE PROJECT PHASE 2, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$39,235.11.

Acting as the Norman Utilities Authority

Change Order No. Two to Contract K-1920-123 was Approved and the Project was Accepted.

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

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

1. City Council Staff Report dated September 14, 2021, from Nathan Madenwald, Utilities Engineer
2. Change Order No. Two to Contract K-1920-123
3. Application and Certificate for Payment dated September 2, 2021, in the amount of \$39,235.11 from Jordan Contractors, Inc.
4. Project location map

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15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-15 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND THE UNITED STATES BUREAU OF RECLAMATION ACCEPTING A GRANT IN THE AMOUNT OF \$700,109 TO CONDUCT A PILOT STUDY OF TREATMENT PROCESSES TO CONFIRM FEASIBILITY OF INDIRECT POTABLE REUSE.

Acting as the Norman Utilities Authority

Contract K-2122-15 was Approved.

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

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

- 1. City Council Staff Report dated September 14, 2021, from Kenneth Giannone, PE, Capital Projects Engineer
- 2. Contract K-2122-15

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16. CONSIDERATION OF APPROVAL, ACCEPTANCE, AUTHORIZATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-15, CONTRACT K-2122-24 BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SOUTHWEST WATER WORKS, L.L.C., IN THE AMOUNT OF \$2,854,724.50; PERFORMANCE BOND B-2122-23; STATUTORY BOND B-2122-24, MAINTENANCE BOND MB-2122-13 FOR THE FLOOD AVENUE WATER LINE REPLACEMENT PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Acting as the Norman Utilities Authority

The Bid was Awarded and Contract K-2122-24 and Associated Bonds were Approved.

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

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

- 1. City Council Staff Report dated September 14, 2021, from Rachel Croft, Staff Engineer
- 2. Tabulation of Bids for Flood Avenue Water Line Replacement
- 3. Contract K-2122-24

Item 16, continued:

Items Submitted for the Record, continued

- 4. Performance Bond B-2122-23
- 5. Statutory Bond B-2122-24
- 6. Maintenance Bond MB-2122-13
- 7. Engineer’s Recommendation dated September 7, 2021, from John Gjendem, P.E., Project Engineer, CP&Y, Inc., to Rachel Croft, Staff Engineer – Utilities with attached Engineer’s Bid Tabulation for project and Alternate 1, 12-inch water line
- 8. Project location map

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17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-42 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARKHILL CARDINAL ENGINEERING IN THE AMOUNT OF \$34,366 FOR THE MCCULLOUGH STREET RECONSTRUCTION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Contract K-2122-42 was Approved.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Brandon Brooks, Staff Engineer
- 2. Contract K-2122-42 with Attachment A, Scope of Services; Attachment B, Project Schedule; Attachment C, Compensation; and Attachment D, Owner’s Responsibilities
- 3. Project location map

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18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-49 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND ADG, P.C., IN THE AMOUNT OF \$99,600 FOR THE DEVELOPMENT OF THE PUBLIC WORKS AND UTILITIES FACILITIES MASTER PLAN AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

Contract K-2122-49 was Approved.

Item 18, continued:

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Brandon Brooks, Staff Engineer
- 2. Contract K-2122-49 with Exhibit A, Basic Services; Exhibit B, Project Schedule; Attachment C, Compensation and Schedule of Values; Attachment D, Owner’s Responsibilities; and Exhibit E, Additional Services

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19. CONSIDERATION OF ACCEPTANCE OF A 2020 CONTINUUM OF CARE PLANNING GRANT FROM THE DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT IN THE AMOUNT OF \$12,412 TO BE USED FOR THE COORDINATION OF ACTIVITIES RELATED TO HOMELESSNESS; APPROVAL OF CONTRACT K-2122-50; AND BUDGET APPROPRIATION FROM THE COMMUNITY DEVELOPMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

The 2020 Continuum of Care Planning Grant was Accepted and Contract K-2122-50 was Approved.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Lisa D. Krieg, CDBG Grants Manager
- 2. Contract K-2122-50, Continuum of Care Program (CDFA# 14.267 Grant Agreement

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20. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF COMMUNITY DEVELOPMENT BLOCK GRANT COVID-19 #2 (CDBG-CV2) AWARD FROM THE OKLAHOMA DEPARTMENT OF COMMERCE IN THE AMOUNT OF \$1,516,500 TO BE USED TO PREVENT, PREPARE FOR, AND RESPOND TO THE CORONAVIRUS; APPROVAL OF CONTRACT K-2122-57; AND BUDGET APPROPRIATION FROM THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

The CDGB-CV2 Award was accepted and Contract K-2122-57 was approved.

Motion made by Councilmember Ward 7 Holman, 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. City Council Staff Report dated September 14, 2021, from Lisa D. Krieg, CDBG Grants Manager
- 2. Contract K-2122-57, Continuum of Care Program (CDFA# 14.267 Grant Agreement
- 3. City of Norman Participation Plan

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21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-97 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND GE JOHNSON CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$3,404,474 FOR A REVISED CONTRACT AMOUNT OF \$3,489,474 FOR CONSTRUCTION MANAGEMENT AT RISK SERVICES TO PROVIDE EARTHWORK, SITE CLEARING, MASS EXCAVATION AND CONSTRUCTION CONTINGENCY FOR THE CONSTRUCTION OF THE YOUNG FAMILY ATHLETIC CENTER.

Acting as the Norman Municipal Authority

Amendment No. One to Contract K-2021-97 was approved.

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

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

Item 21, continued:

Items Submitted for the Record

1. City Council Staff Report dated September 14, 2021, from Jason Olsen, Director of Parks and Recreation
2. Letter dated August 31, 2021, from Joshua E. Young, Project Manager, GE Johnson Construction Company, to Jason Olsen, Director, Parks and Recreation with attached Guaranteed Maximum Price (GMP) Summary Sheet
3. Letter dated August 24, 2021, from Joshua E. Young, Project Manager, GE Johnson Construction Company, to Jason Olsen, Director, Parks and Recreation with attached Bid Tabulation dated August 20, 2021
4. City of Norman Participation Plan
5. Amendment No. One to Contract K-2021-97 with Exhibit A, List of Drawings/Specifications/Addenda; Exhibit B, List of Allowances; Exhibit C, List of Assumptions and Clarifications; Exhibit D, Proposed GMP in the amount of \$3,404,474; Exhibit E, Substantial Completion; and Exhibit F, Acceptance Period

Participants in discussion

1. Mr. Jason Olsen, Director of Parks and Recreation

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22. DECLARATION OF AN EMERGENCY FOR EMERGENCY REPAIRS TO THE IMHOFF CREEK BRIDGE AND CONSIDERATION OF APPROVAL, DECLARATION ACCEPTANCE, ADOPTION, AUTHORIZATION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-59 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND HASKELL LEMON CONSTRUCTION COMPANY FOR THE EMERGENCY REPAIR OF IMHOFF CREEK BRIDGE, RESOLUTION R-2021-40 GRANTING TAX-EXEMPT STATUS, AND BUDGET TRANSFERS AND APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

The Emergency was Declared and Contract K-2122-59 was approved.

Motion made by Councilmember Ward 7 Holman, 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

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Items Submitted for the Record

1. City Council Staff Report dated September 14, 2021, from Joseph Hill, Streets Superintendent
2. Quote dated June 10, 2021, in the amount of \$1,440,695 from Haskell Lemon Construction Company
3. Contract K-2122-59
4. Performance Bond B-2122-44
5. Statutory Bond B-2122-45
6. Maintenance Bond MB-2122-32
7. Resolution R-2122-40

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NON-CONSENT ITEMS

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-34: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$500,000 OF AMERICAN RESCUE PLAN ACT OF 2021 ENTITLEMENT FUNDS FROM THE SPECIAL GRANTS FUND BALANCE TO BE USED TO INCENTIVIZE COVID-19 VACCINATIONS.

Motion on the Floor from City Council's Meeting of August 24, 2021, to Adopt Resolution R-2122-34. Original Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 1 Studley.

Motion to amend Resolution R-2122-34 by substituting the attachment entitled "R-2122-34 Amendment by Substitute – Vaccine Incentive Program.

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

Items Submitted for the Record

1. City Council Staff Report dated September 14, 2021, from Anthony Francisco, Director of Finance
2. Resolution R-2122-34 (original)
3. Resolution R-2122-34 Amendment by Substitute – Vaccine Incentive Program

Participants in Discussion

1. Mr. Jason Olsen, Director of Parks and Recreation
2. Mr. Anthony Francisco, Director of Finance
3. Ms. Kathryn Walker, City Attorney
4. Mr. Dan Munson, Ward 6, protestant
5. Dr. Cynthia Rogers, Ward 4, made comments
6. Mr. Stephen Ellis, Ward 4, made comments
7. Mr. Cody Giles, Ward 2, proponent

Motion to amend Resolution R-2122-34, as amended, by decreasing the amount from \$500,000 to \$100,000 and changing the City of Norman Vaccine Incentive Program to Vaccine Pods and At-Home Vaccine Administration.

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 1 Studley.

Participants in Discussion

1. Ms. Kathryn Walker, City Attorney
2. Mr. Dan Munson, Ward 6, proponent
3. Mr. Stephen Ellis, Ward 4, made comments
4. Mr. Cody Giles, Ward 2, proponent
5. Mr. Darrel Pyle, City Manager

Item 23, continued:

Voting Yea: Councilmember Ward 1 Studley, Councilmember Ward 3 Lynn, Councilmember Ward 6 Foreman

Voting Nay: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 7 Holman; Councilmember Ward 8 Peacock

The Motion to amend Resolution R-2122-34, as amended, by decreasing the amount from \$500,000 to \$100,000 and changing the City of Norman Vaccine Incentive Program to Vaccine Pods and At-Home Vaccine Administration failed.

The motion on the floor is adoption of the Resolution, as substituted.

Voting Yea: Mayor Clark, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 7 Holman; Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 1 Studley, Councilmember Ward 3 Lynn, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman

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Mr. Sean Rieger, Attorney for the Applicant, for Items 24, 25, and 26, requested that City Council postpone Items 24, 25, 26, and 27 until October 12, 2021, in order to mediate with several of the property owners and representatives of the Homeowners' Association.

24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2021-115: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE SOUTH HALF OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, AND PART OF THE SOUTHEAST QUARTER OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), CLEVELAND COUNTY, OKLAHOMA, FROM THE FUTURE URBAN SERVICE AREA DESIGNATION AND PLACE THE SAME IN THE CURRENT URBAN SERVICE AREA DESIGNATION. (1/2 MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

Motion to postpone Resolution R-2021-115 until October 12, 2021

Motion made by Councilmember Ward 4 Hall, 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 July 13, 2021, from Lora Hoggatt, Planning Services Manager
2. Planning Commission Staff Report dated May 13, 2021
3. Resolution R-2021-115
4. Location map
5. City of Norman Predevelopment Summary PD21-14 dated April 22, 2021, for Shaz Investments, L.L.C., for property located west of 12th Avenue S.E. approximately 3/4-mile south of Cedar Lane Road
6. Pertinent excerpts from Planning Commission minutes of May 13, 2021

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25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2021-44 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 A TRACT OF LAND SITUATED IN THE SOUTHWEST QUARTER (SW/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-2, RURAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND SO AS TO REMOVE A TRACT OF LAND SITUATED IN THE SOUTHEAST QUARTER (SE/4) OF SECTION SEVENTEEN (17), TOWNSHIP EIGHT NORTH (T8N), RANGE TWO WEST (R2W) OF THE INDIAN MERIDIAN (I.M.), IN CLEVELAND COUNTY, OKLAHOMA, FROM THE A-1, GENERAL AGRICULTURAL DISTRICT AND PLACE THE SAME IN THE R-1, SINGLE FAMILY DWELLING DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (GENERALLY LOCATED ONE-HALF MILE SOUTH OF CEDAR LANE ROAD ON THE EAST SIDE OF JENKINS AVENUE AND EXTENDING SOUTHEAST TO 12TH AVENUE S.E.)

Motion to postpone Ordinance O-2021-44 until October 12, 2021

Motion made by Councilmember Ward 4 Hall, 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

Item 25, continued:

Items Submitted for the Record

1. Staff Report dated July 13, 2021, from Lora Hoggatt, Planning Services Manager
2. Planning Commission Staff Report dated May 13, 2021
3. Ordinance O-2021-44
4. Location map

5. Predevelopment Summary PD21-14 dated April 22, 2021, from Shaz Investments, L.L.C., for property located west of 12th Avenue S.E. approximately 3/4-mile south of Cedar Lane Road
6. Pertinent excerpts from Planning Commission minutes of May 13, 2021
7. Protest Map dated May 12, 2021, dated May 12, 2021, containing 40.4% protest within notification area
8. Letter of protest filed April 23, 2021, from Douglas E. and Linda M. McClure to City of Norman Planning Commission with site plan
9. Objection and Protest to the Request for Amendment and Rezoning and Letter of protest filed May 10, 2021, from Alexander Hatton
10. Letter of protest filed May 10, 2021, from Michael and Tamara Eilts to City Norman Planning Commission
11. Letter of protest filed May 10, 2021, from David E. Burget, Hartzog Conger Cason, on behalf of Kevin John Potts, to Norman Planning Commission with attached photographs (16) of debris
12. Letter of protest filed May 10, 2021, from Allyson L. Wilson to Norman Planning Commission
13. Letter of protest filed May 10, 2021, from Sandra Potts and Allyson Wilson to Norman Planning Commission with attached Statutory Power of Attorney
14. Letter of protest filed May 10, 2021, from Kevin J. Potts to City of Norman Planning Commission with attached photographs (2) of debris and Memorandums of Trust, the John D. Potts Living Trust, dated July 18, 2016, and December 11, 2013
15. Letter of protest filed May 10, 2021, from Sonja A. Potts to City of Norman Planning Commission with attached photographs (3) of debris and Memorandum of Trust dated December 11, 2013
16. Protest Map dated June 28, 2021, containing 56.4% Protest Within Notification Area
17. Letter of protest filed June 14, 2021, from William L. Baskett to City of Norman City Council
18. Letter of protest filed June 14, 2021, from Walter E. Vanderburg to City of Norman City Clerk
19. Protest Map dated June 28, 2021, containing 56.4% protest within notification area
20. Letter of protest from Derek Rosendahl, Board of Directors of the Property Owners Association of Eagle Cliff South
21. Corrected Protest Map dated August 9, 2021, with 22.4% protest within notification area
22. Protest Map dated September 10, 2021, containing 28.9% protest within notification area
23. Letter of protest filed August 31, 2021, from Rachel Swing Spannagle and Christopher Spannagle
24. Letter of protest filed August 27, 2021, from Carolyn Ford
25. Letter of protest filed August 24, 2021, from Doug E. and Linda M. McClure
26. Letter of protest filed August 27, 2021, from Reinetta K. Young
27. Letter of protest filed August 30, 2021, from Morris E. and Deloris J. Jackson
28. Letter of protest filed August 26, 2021, from David J. and Heather Madden
29. Letter of protest filed August 27, 2021, from Kenneth and Kimberly Y. Praytor
30. Letter of protest filed August 24, 2021, from Jerrie L. Dexter

31. Letter of protest filed August 26, 2021, from Abraham and Eleanor C. Hartley
32. Letters of protest filed August 27, 2021, and September 7, 2021, from Laci M. Sanders
33. Letter of protest filed August 24, 2021, from David M. Cox and Robin F. Moore
34. Letter of protest filed August 31, 2021, from Steven Vesely, Jr., and Miranda Vesely
35. Letter of protest filed September 7, 2021, from Charles and Emma Kuster
36. Letter of protest filed August 23, 2021, from Roger D. and Kristie Colby
37. Letter of protest filed August 27, 2021, from Clifford A. and Megan Sipes
38. Letters of protest filed August 24, 2021, and September 9, 2021, from Raymond B. Fugit and Jan Clark Fugit
39. Letter of protest filed September 7, 2021, from Krystal M. and Travis Hunter
40. Letter of protest filed August 24, 2021, from Rolando Rivera
41. Letters of protest filed September 7, 2021, from Gary Aycox
42. Letter of protest filed August 30, 2021, from Luis A. Salvatierra
43. Letters of protest filed August 23, 2021, and September 10, 2021, from Rosalie J. Taylor and Frederick L. Watson
44. Letter of protest filed September 7, 2021, from Clara and Luis L. Figueroa
45. Letters of protest filed August 24, 2021, and September 10, 2021, from Benjamin W. Morris IV and Anita Morris
46. Letters of protest filed August 26, 2021, and September 10, 2021, from Jake Reneau Elvik and August Elvik
47. Letter of protest dated August 31, 2021, from Pam Holland
48. Letter of protest dated August 26, 2021, from Melissa Crabtree
49. Letters of protest filed August 24, 2021, and September 13, 2021, from Veronica Green
50. Letter of protest filed August 23, 2021, from Dalton Peters
51. Letters of protest filed September 1, 2021, and September 9, 2021, from Earnest Douglas and Thalia Abbott Miller
52. Letter of protest filed August 31, 2021, from Raul F. Mercado
53. Letter of protest filed August 27, 2021, from Tanner Dixon
54. Letter of protest filed August 26, 2021, from Carson and Vanessa Herman
55. Letter of protest filed August 24, 2021, from Janet T. McClure
56. Letters of protest filed August 26, 2021, and September 9, 2021, from Tamara Crown Eilts and Michael D. Eilts
57. Letter of protest filed September 7, 2021, from Andy Brooks Teague
58. Letter of protest filed September 7, 2021, from Kathleen Audra
59. Letter of protest filed September 7, 2021, from Thomas E. and Robin E. Hamilton
60. Letter of protest filed September 7, 2021, from Jennifer and Alexander Wilkinson
61. Letter of protest filed September 7, 2021, from Ray Leyva and Mark Boone
62. Letter of protest filed September 7, 2021, from Erin Stutzman and Zac Elkins
63. Letter of protest filed September 7, 2021, from Antoinetta M. Cunningham
64. Letter of protest filed September 7, 2021, from Janis D. Meeks
65. Letter of protest filed September 7, 2021, from Rebecca Hrebec
66. Letter of protest filed September 9, 2021, from Jerald E. and Mary Francis Dickey

- 67. Letter of protest filed September 9, 2021, from Melonie Johnson, Bill Boyd and Becky Boyd
- 68. Letter of protest filed September 9, 2021, from William J. Boni
- 69. Letter of protest filed September 9, 2021, from Diana Vanegas and Humberto Vergara
- 70. Letter of protest filed September 9, 2021, from Andrea Parsons
- 71. Letter of protest filed September 9, 2021, from Cheryl K. Dubuc
- 72. Letter of protest filed September 9, 2021, from Clifton and Lisa Jenkins
- 73. Protest map dated September 13, 2021, containing 29.7% protest within notification area
- 74. Letter of protest filed September 13, 2021, from Yiging Hyang
- 75. Letter of protest filed September 13, 2021, from Saurabh and Rucha Deshwal
- 76. Letter of protest filed September 13, 2021, from Holly Argo
- 77. Letter of protest filed September 13, 2021, from Wylee Zachary
- 78. Letter of protest filed September 13, 2021, from Christa Ensey
- 79. Letter of protest filed September 13, 2021, from Shelby Robertson
- 80. Letter of protest filed September 10, 2021, from David L. and Joyce N. Seamans
- 81. Letter of protest filed September 10, 2021, from Yiging Hyang
- 82. Letter of protest filed September 10, 2021, from Ross V. and Deanna Jo Pruitt
- 83. Letter of protest filed September 10, 2021, from Randall and JoHanna Payne
- 84. Letter of protest filed September 10, 2021, from Adrienne and John Wilson
- 85. Letter of protest filed September 10, 2021, from Shane Williams and Joe Williams, Jr.

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26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR EAGLE CLIFF WEST ADDITION FOR APPROXIMATELY 41.46 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE SOUTH OF CEDAR LANE ROAD BETWEEN JENKINS AVENUE AND 12TH AVENUE S.E.

Motion to postpone the Preliminary Plat for Eagle Cliff West Addition until October 12, 2021

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 8 Peacock.

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 26, continued:

Items Submitted for the Record

- 1. Staff Report dated July 13, 2021, from Lora Hoggatt, Planning Services Manager
- 2. Planning Commission Staff Report dated May 13, 2021
- 3. Location map
- 4. Revised/Amended Preliminary Plat for Eagle Cliff West Addition
- 5. Original Preliminary plat
- 6. Letter requesting Variance dated April 27, 2021, from Kendall Dillon, Senior Vice-President, Crafton Tull, to Ken Danner
- 7. City of Norman Development Review Form for Transportation Impacts dated April 20, 2021, reviewed by David R. Riesland, P.E., City Transportation Engineer
- 8. City of Norman Predevelopment Summary PD21-14 dated April 22, 2021, for Shaz Investments, L.L.C., for property located west of 12th Avenue S.E. approximately 3/4-mile south of Cedar Lane Road
- 9. Pertinent excerpts from Planning Commission minutes of May 13, 2021

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27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-17 A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND SHAZ INVESTMENT GROUP, LLC AUTHORIZING COLLECTION OF A MONTHLY LIFT STATION FEE FROM DEVELOPED LOTS IN THE EAGLE CLIFF WEST DEVELOPMENT FOR THE OPERATION, MAINTENANCE AND REPLACEMENT OF THE EAGLE CLIFF LIFT STATION.

Motion to postpone Contract K-2122-17 until October 12, 2021

Motion made by Councilmember Ward 7 Holman, 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 August 10, 2021, from Nathan Madenwald, Utilities Engineer
- 2. Contract K-2122-17 with Exhibit A, Lift Station, Operation, Maintenance, and Replacement Cost Estimate, Eagle Cliff West, Eagle Cliff South, Section 2 through 7, and Cobblestone West, Section 2, Eagle Cliff Updated Lift Station Service Area

Participants in discussion

- 1. Mr. Steve Ellis, Ward 4, made comments

MISCELLANEOUS COMMENTS

Senior Citizen Fee. Mr. Dan Munson, Ward 6, said the City collects a Senior Citizen fee each time a senior citizen comes to the Senior Citizen Center and he feels the City should cancel that fee until the new Senior Center opens. He said the fee probably does not even cover labor costs.

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Municipal Electricity. Mr. Dan Munson, Ward 6, said the City of Norman uses 19,865 megawatts of power. He said the impact of Medical Marijuana Grow Houses has an impact on the electrical grid. He said he would like the City of Norman to consider measuring the amount of electricity that growers are using because it is putting a strain on the electrical grid. He would like to see a City ordinance adopted to measure the amount of the electricity that is used.

*

Community Refrigerators. Mr. Code Giles, Ward 2, said it looks like the ordinance is going to move forward allowing community refrigerators. He said he hopes this moves forward as quickly as possible because this is a very important part of helping people in our community.

*

Water Situation. Dr. Cynthia Rogers, Ward 4, said the grant for potable reuse is a good thing but she encouraged residents to look at the water situation as a whole because potable reuse will not solve the water problem since only so much can be processed each day and there is not enough water to meet all of our needs. She said there is a lot of new development with more water users and more resources are needed.

*

Vaping. Dr. Cynthia Rogers, Ward 4, said vaping establishments do not know the law and are willing to sell their products to underage users. She said she had spoken with Kevin Foster, Police Chief, and he said he would reach out and inform these establishments of the law.

*

Oklahoma Municipal League Honorees. Mr. Darrel Pyle, City Manager, said at the recent Oklahoma Municipal League Conference, Mr. Anthony Francisco, Director of Finance, was recognized as the Oklahoma Municipal Clerk/Treasurer and Finance Official of the year which is a statewide honor and definitely well-deserved and earned. He said the Mayor of the Year for cities over \$5,000 in population for the year 2020 is Mayor Breea Clark. He congratulated our local celebrities.

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ADJOURNMENT

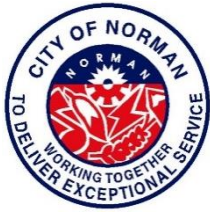
The meeting was adjourned at 8:21 p.m.

City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, SEPTEMBER 28, 2021, AS NATIONAL VOTER REGISTRATION DAY IN THE CITY OF NORMAN.



Item 2

CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/28/2021

REQUESTER: Cinthya Allen

PRESENTER: Cinthya Allen, Chief Diversity & Equity Officer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, ACKNOWLEDGEMENT, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-7: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, SEPTEMBER 28, 2021, AS NATIONAL VOTER REGISTRATION DAY IN THE CITY OF NORMAN.

Proclamation

P-2122-7

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING TUESDAY, SEPTEMBER 28, 2021, AS NATIONAL VOTER REGISTRATION DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, National Voter Registration Day is a nonpartisan civic holiday celebrating our democracy; and
- § 2. WHEREAS, the observation began in 2012 and is endorsed by several national organizations such as, the National Association of Secretaries of State, the National Association of State Election Directors, the U.S. Election Assistance Commission, and the National Association of Elections Officials; and
- § 3. WHEREAS, according to the 2020 U.S. Census Data, as many as 1 in 4 eligible Americans are not registered to vote; and
- § 4. WHEREAS, progress continues to be made in the City of Norman, Cleveland County, and the State of Oklahoma to expand voter access; and
- § 5. WHEREAS, the City of Norman now has voter registration forms readily available at City Hall; and
- § 6. WHEREAS, many in-person voting events over the past eighteen months were limited due to the COVID-19 Pandemic, making it critical to promote voter registration on this special day and beyond; and
- § 7. WHEREAS, especially young voters should be encouraged to register to vote and can register in the State of Oklahoma at the early age of 17 ½ in order to be prepared to vote at the first election after they are 18;

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

- § 8. Do hereby proclaim Tuesday, September 28, 2021, as National Voter Registration Day in the City of Norman and invite all citizens to join me in celebrating by registering to vote and encourage fellow citizens to exercise this valued civic liberty.

PASSED AND APPROVED this 28th day of September, 2021.

Mayor

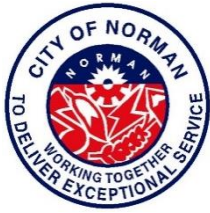
ATTEST:

City Clerk



File Attachments for Item:

3. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-17 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI, COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

Item 3

MEETING DATE: 09/28/2021

REQUESTER: Norman City Council

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-17 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI, COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

In early 2021, certain community members began operating a refrigerator outside of a local storefront for the purposes of providing free, donated food to anyone who needed it. After about six months of operation, City staff received several complaints related to the refrigerator and, upon investigation, provided notice that the refrigerator was not compliant with multiple City Code provisions, namely 10-204, which prohibits any unattended appliances. City staff were asked to draft an ordinance that would amend Section 10-204 of the City Code to allow these “Community Resource Refrigerators” to operate. City staff were also asked to draft regulatory code provisions to ensure minimum compliance and safety standards. Ordinance O-2122-17 was presented first to the Business and Community Affairs Council Sub-Committee on September 2, 2021, and to the full Council during its Council Conference on September 14, 2021.

DISCUSSION:

Attached is Ordinance O-2122-17, which proposes adding permitting requirements for community resource refrigerators, as well as changes to Section 10-204 that excepts community refrigerators that have a valid City permit from the general prohibition on unattended appliances.

City staff consulted with community stakeholders and relevant city enforcement officials prior to drafting the proposed language. The resulting proposed ordinance attempts to balance the need for minimum regulatory requirements to ensure safe operation and the ability for community

members to engage in these volunteer efforts that provide low-barrier access to donated food. There is a definite tension between those two needs, as increased safety requirements and regulations increase the cost of establishing community refrigerators, which may make the endeavor cost-prohibitive.

Key elements of the proposed ordinance are as follows:

Changes to Section 10-204.

As stated, Section 10-204 currently prohibits unattended appliances. The proposed language adds subsection (c), which exempts “Community Resource Refrigerators” that have a valid permit under the newly-added Article 36 in Chapter 13 of City Code. This exemption allows operation of community refrigerators, provided the requirements of Article 36 are met.

Addition of Article XXXVI – Community Resource Refrigerators

Basic regulatory and safety guidelines are proposed by adding Article 36 to Chapter 13, Licenses and Occupations. This Article provides the requirement for a City-issued permit, the permitting procedure, and necessary safety and location requirements.

Permit applications would have five basic requirements:

1. Identification of applicant, property owner, and lessee;
2. Address of the proposed location;
3. A site plan with the proposed refrigerator location clearly marked (site plans are easily obtainable by accessing the interactive map on the City’s website);
4. A signed acknowledgement from the property owner (if applicable), stating that they consent to the proposed use of the property; and
5. A copy of the donation guidelines that the applicant plans to post on the refrigerator (for assurance that guidelines have been contemplated and will be in place once operational)

Once the application is received, the City Clerk and the Department of Planning and Community Development will review the application to ensure that the application meets the requirements and the proposed location does not extend into a right of way. As community refrigerators are, by definition, intended to be donation locations and are not commercial in nature, no fee is required to submit an application.

Additionally, the proposed language requires that the community refrigerators be on private, nonresidential zoned property. Allowing community refrigerators on public property is not advisable due to potential risk of liability. To ensure compliance with certain requirements of the fire code, outdoor outlet protectors are required and the language does not allow for the use of extension cords. Of course, each situation will be different, so applicants should take steps to ensure that the proposed location and operation are in compliance with all fire prevention requirements prior to beginning operation.

In regard to food safety, the proposed language simply requires that donation guidelines be implemented and physically posted on each community refrigerator for the purposes of promoting safe donation practices. This eliminates the need for City enforcement to monitor food donations that are deposited in each refrigerator. No specific or set food safety regulations are proposed since there are no State regulations that would apply to non-commercial food

establishments. Self-regulation of these community refrigerators are expected, which is why there is also a requirement that a contact number be posted on the refrigerator, in the event that an issue needs to be addressed. However, the City would still have the ability to address any public safety hazards that result from a failure of the expected self-regulation and enforcement, pursuant to Section 10-203.

CONCLUSION:

Staff recommended adoption of Ordinance O-2122-17.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Sections 10-204 of Chapter 10 of the Code of the City of Norman shall be amended to read as follows:

Sec. 10-204. - Iceboxes, refrigerators, other appliances, a nuisance.

- (a) No person shall keep, maintain, or allow on any premises owned or controlled by him, any abandoned, unattended or discarded icebox, refrigerator, or other container or appliance of any kind; and the continued existence of such abandoned, unattended or discarded articles shall constitute a public nuisance.
- (b) Upon written notice by the City, the person keeping, maintaining, or allowing such an icebox, refrigerator, or container or appliance shall remove such nuisance.
- (c) This section shall not apply to Community Resource Refrigerators that have a valid permit as set forth in Article XXXVI of Chapter 13 of the City Code.

§ 2. That “Article XXXVI – COMMUNITY RESOURCE REFRIGERATORS” shall be added to Chapter 13 of the Code of the City of Norman as follows:

Sec. 13-3601. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Community Resource Refrigerator: A refrigerator located on private property that is openly accessible to the public and which serves as a point of direct distribution of food items to consumers without requiring anything of monetary value.

Public right-of-way: Any street or highway and property adjacent to streets and highways which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion; or any bridge, alley, sidewalk, pedestrian way, stairs or elevator which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion.

Section 13-3602. - Permit Required.

No person shall operate or maintain a community resource refrigerator without complying with all provisions of this article and without having previously obtained a permit as provided in this chapter.

Sec. 13-3603. - Application procedure for permit.

(a) Contents of application.

- (1) The full name, address and telephone number of both the owner and lessee (if applicable) on whose premises the community resource refrigerator will be installed, operated, connected or maintained.
- (2) Address of property where the community resource refrigerator will be located.
- (3) Site plan of the subject property with proposed location of the community resource refrigerator clearly marked.
- (4) If the applicant is not the property owner, a signed acknowledgement from the property owner stating that the property owner consents to the proposed use of the property.
- (5) A copy of donation guidelines that the applicant intends to post on the community resource refrigerator to comply with the requirement of Section 13-3605(a).

(b) Review of application. The City Clerk and the Department of Planning and Community Development shall review the application to ensure:

- i. That the above content requirements have been met; and
- ii. That the chosen location of the community resource refrigerator is located on a nonresidential use property and does not extend onto the public right of way.

(c) No fee shall be required to file an application under this section.

Sec. 13-3604. – Location requirements.

All community resource refrigerators must be located on private, nonresidential use property.

Sec. 13-3605. – Safety Requirements.

- (a) All applicants for a community resource refrigerator permit shall implement and maintain appropriate donation guidelines that promote safe donation practices.
- (b) Daily temperature checks shall be taken to ensure that the inside temperature of the refrigerator is sufficient to maintain proper food safety.

- (c) If placed outdoors, the refrigerator must be connected directly to an appropriate outdoor outlet which is protected by an in-use receptacle cover that protects the outlet from the elements and is capable of preventing the refrigerator from being unplugged.

Sec. 13-3606. – Required information to be posted.

The following shall be posted in a conspicuous place directly on the community resource refrigerator:

- (a) Language designating the refrigerator as a community resource refrigerator.
- (b) Donation guidelines that have been adopted pursuant to 13-3605(a).
- (c) Contact information, including a phone number, to contact in the event that the community resource refrigerator is nonfunctioning or is in need of service.
- (d) Contact information for the City of Norman Code Compliance Department.

§ 3. SEVERABILITY. 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
of _____, 2021.

(Mayor)

NOT ADOPTED this _____ day
of _____, 2021.

(Mayor)

ATTEST:

(City Clerk)

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 10-204 TO EXEMPT REGISTERED COMMUNITY RESOURCE REFRIGERATORS; ADDING ARTICLE XXXVI COMMUNITY RESOURCE REFRIGERATORS, SECTIONS 13-3601 THROUGH 13-3606; ADDING DEFINITIONS, PERMIT REQUIREMENTS, PERMIT APPLICATION PROCEDURES, LOCATION REQUIREMENTS, SAFETY REQUIREMENTS, AND POSTING REQUIREMENTS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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- (b) Upon written notice by the City, the person keeping, maintaining, or allowing such an icebox, refrigerator, or container or appliance shall remove such nuisance.
- (c) This section shall not apply to Community Resource Refrigerators that have a valid permit as set forth in Article XXXVI of Chapter 13 of the City Code.

§ 2. That “Article XXXVI – COMMUNITY RESOURCE REFRIGERATORS” shall be added to Chapter 13 of the Code of the City of Norman as follows:

Sec. 13-3601. - Definitions.

The following words, terms and phrases, when used in this article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Community Resource Refrigerator: A refrigerator located on private property that is openly accessible to the public and which serves as a point of direct distribution of food items to consumers without requiring anything of monetary value.

Public right-of-way: Any street or highway and property adjacent to streets and highways which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion; or any bridge, alley, sidewalk, pedestrian way, stairs or elevator which is dedicated to public use and over which the Federal, State or municipal government, or any agency, department or subdivision thereof, exercises control and dominion.

Section 13-3602. - Permit Required.

No person shall operate or maintain a community resource refrigerator without complying with all provisions of this article and without having previously obtained a permit as provided in this chapter.

Sec. 13-3603. - Application procedure for permit.

- (a) Contents of application.
 - (1) The full name, address and telephone number of both the owner and lessee (if applicable) on whose premises the community resource refrigerator will be installed, operated, connected or maintained.
 - (2) Address of property where the community resource refrigerator will be located.
 - (3) Site plan of the subject property with proposed location of the community resource refrigerator clearly marked.
 - (4) If the applicant is not the property owner, a signed acknowledgement from the property owner stating that the property owner consents to the proposed use of the property.
 - (5) A copy of donation guidelines that the applicant intends to post on the community resource refrigerator to comply with the requirement of Section 13-3605(a).
- (b) Review of application. The City Clerk and the Department of Planning and Community Development shall review the application to ensure:
 - i. That the above content requirements have been met; and
 - ii. That the chosen location of the community resource refrigerator is located on a nonresidential use property and does not extend onto the public right of way.
- (c) No fee shall be required to file an application under this section.

Sec. 13-3604. – Location requirements.

All community resource refrigerators must be located on private, nonresidential use property.

Sec. 13-3605. – Safety Requirements.

- (a) All applicants for a community resource refrigerator permit shall implement and maintain appropriate donation guidelines that promote safe donation practices.
- (b) Daily temperature checks shall be taken to ensure that the inside temperature of the refrigerator is sufficient to maintain proper food safety.

- (c) If placed outdoors, the refrigerator must be connected directly to an appropriate outdoor outlet which is protected by an in-use receptacle cover that protects the outlet from the elements and is capable of preventing the refrigerator from being unplugged.

Sec. 13-3606. – Required information to be posted.

The following shall be posted in a conspicuous place directly on the community resource refrigerator:

- (a) Language designating the refrigerator as a community resource refrigerator.
- (b) Donation guidelines that have been adopted pursuant to 13-3605(a).
- (c) Contact information, including a phone number, to contact in the event that the community resource refrigerator is nonfunctioning or is in need of service.
- (d) Contact information for the City of Norman Code Compliance Department.

§ 3. **SEVERABILITY.** 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
of _____, 2021.

NOT ADOPTED this _____ day
of _____, 2021.

(Mayor)

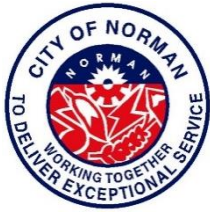
(Mayor)

ATTEST:

(City Clerk)

File Attachments for Item:

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-20 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

Item 4

MEETING DATE: 09/28/2021
REQUESTER: Kathryn L. Walker
PRESENTER: Kathryn L. Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-20 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

Resolution R-2122-39 and Ordinance O-2122-20 relate to the implementation of the 9th year of a ten-year Business Improvement District (BID) plan that was first requested by the property owners in 2012. The BID plan provides \$2 million over a ten-year period (\$200,000 per year) to maintain and enhance the use of Legacy Park and Legacy Trail, provide for entrances into the UNP District, and further stimulate economic development in the District. The Resolution gives formal notice to the current Property Owners within the BID District of the proposed assessments for this 9th year of the BID Plan.

The Project Plan for the University North Park (UNP) Tax Increment Finance (TIF) District (Ordinance 0506-66; adopted May, 2006) provides for the development of Legacy Park. Development Agreement No. 3 ("DA No. 3" approved in 2007) provided an outline for Legacy Park Development, construction, and future maintenance. Under that agreement, the Developer was required to donate the Park property to the City, the City would then construct the Park using UNP TIF Revenues, and the Developer would then maintain the Park (excluding capital

maintenance items). Development Agreement No. 3 also provided for \$900,000 in TIF revenues to serve as Development Assistance for the purpose of helping to establish a viable maintenance matching fund for the Park.

The Legacy Park design was completed in the fall of 2009. The Park design, by Howard-Fairbairn Associates and accepted by the Norman Tax Increment Finance Authority (NTIFA)/Council, was recognized by the American Society of Landscape Architecture as the recipient of the Central States Design Honor Award.

Development Agreement No. 5, ("DA No. 5" approved in 2012) solidified funding for Legacy Park construction and solidified the Legacy Park and Legacy Trail maintenance structure, utilizing the \$900,000 in Development Assistance referenced in DA No. 3 in a BID format to leverage those funds with \$1.1 million in matching funding from BID District Property owners. University Town Center LLC (the "Developer") and University North Park, LLC (a wholly owned subsidiary of the OU Foundation and owner of most of the northern portion of the University North Park development) agreed to request that the City create a Business Improvement District (BID) to provide matching funding for maintenance for both Legacy Park and the portions of Legacy Trail within University North Park. The \$900,000 in Development Assistance referenced in DA No. 3 was structured to provide BID funding of \$200,000 per year through allocation of a combination of TIF funds and BID assessments over the ten years of the life of the BID. The first year started with a \$200,000 TIF Fund allocation. The second year was composed of a \$25,000 BID assessment and a \$175,000 TIF Fund allocation. The third and subsequent years increase the BID assessment by \$25,000 and reduce the TIF Fund allocation by \$25,000 each year until a total of \$2,000,000 is provided for BID maintenance and improvements over the ten-year period.

In June of 2014, when it was time to make the first assessment for the BID Property Owner contribution of \$25,000, the City received a petition from more than 80% of the property owners in University North Park requesting the BID be created. Council adopted Resolution R-1415-11 creating the University North Park Business Improvement District, in July 2014. Ordinance O-1415-4 was later approved adopting the assessment roll as proposed. Once the BID was created, this same process of notice of assessments to later be followed by an assessment Ordinance was followed in July and August of 2015 to levy a \$50,000 assessment to the BID property owners. This year, in Resolution R-2122-39 the notice process is beginning which will ultimately culminate in an assessment Ordinance for Council to consider on October 12, 2021 to levy a \$200,000 assessment to the BID property owners.

These assessments and processes are all in accordance with the Original UNP BID Plan referenced in DA No. 5 and the original BID Petition presented to City Council in 2014, as well as the Amended and Restated Master Operating and Development Agreement and the 2019 Project Plan Amendments. Because the assessments vary from year to year based upon the TIF Revenue's declining annual contribution and the corresponding increase in the property owner's contribution to the BID, the City must hold a hearing on the proposed assessments each year. Adjustments in the assessments to individual properties within the BID on an annual basis is also necessary because as additional development in the district occurs, the pro-rata share of the property owner's cost will change with changes those annual changes in the number and value of properties within the BID area.

DISCUSSION:

Resolution R-2122-39 acknowledges receipt by the City Clerk of the 2022 University North Park Business Improvement District Assessment Roll and corresponding Assessment Plat. The Resolution also authorizes the Clerk to provide notice to the property owners in the district of a hearing on the assessments on October 12, 2021 at 6:30 p.m. This process also requires an Ordinance (Ordinance O-2122-20) officially levying the assessments and granting the City authority to place a lien on property if assessments are not paid. The \$175,000 assessed and collected last fiscal year was included in the Budget for Legacy Park maintenance in fiscal year 2021-2022 (FYE22). Similarly, the \$200,000 in assessments that will be levied and collected this fiscal year will be included in the budget for FYE 23. On October 12, 2021, the ordinance allowing the levy and collection of the \$200,000 will be placed on the Agenda for 2nd Reading following the public hearing on the assessments.

With this 9th year of the BID Plan, a total of \$1,800,000 will have been set aside for BID activities. The proceeds from the BID have been utilized for Legacy Park Maintenance, including restroom maintenance, as well as holiday decorations, and fountain maintenance. Additionally, the BID Board recommended, and Council approved the use of BID funds up to \$196,000, leveraged with UNP Developer Funds, for the design and construction of entrances into the BID District at Robinson Street. The UNP BID Board has also worked on Legacy Park Use Policies as well as exploration of Public / Private partnerships to enhance park utilization.

RECOMMENDATION:

Staff recommends approval of Ordinance O-2122-20 upon second and final reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA ADOPTING AND RATIFYING THE ASSESSMENT ROLL FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT; ESTABLISHING THE TIME AND TERMS OF PAYMENT OF THE ASSESSMENTS AND OTHER EXPENSES; FIXING PENALTIES TO BE CHARGED FOR DELINQUENT PAYMENT OF THE ASSESSMENT OR AN INSTALLMENT THEREOF; SETTING FORTH THE TRACTS OR PARCELS OF LAND AGAINST WHICH THE ASSESSMENTS ARE BEING ADOPTED, RATIFIED AND LEVIED; DIRECTING THE CITY CLERK TO PREPARE, SIGN, ATTEST AND RECORD WITH THE COUNTY CLERK OF CLEVELAND COUNTY, FOLLOWING PASSAGE OF THE PAYMENT DEADLINE, A CLAIM OF LIEN FOR ANY UNPAID AMOUNT DUE AND ASSESSED AGAINST A TRACT OR PARCEL OF LAND; PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-1415-11 creating the University North Park Business Improvement District on July 8, 2014; and
- § 2. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-2122-39 acknowledging the receipt of the 2022 Assessment Roll and 2022 Assessment Plat and directing a public hearing on the proposed Assessment Roll and Assessment Plat on October 12, 2021; and
- § 3. WHEREAS, notice for the public hearing on the proposed Assessment Roll and Assessment Plat was provided in the manner proscribed by 11 O.S. §39-103.1; and
- § 4. WHEREAS, the public hearing on the 2021 Assessment Roll and 2021 Assessment Plat was held on October 12, 2021.

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

- § 5. Pursuant to 11 O.S. §39-111, the Council of the City of Norman, Oklahoma hereby adopts and ratifies the Assessment Roll (“Assessment Roll”) attached to this Ordinance as Exhibit “A” and incorporated into this Ordinance by reference as if fully set forth herein. The Council of the City of Norman, Oklahoma, hereby further levies the assessments set forth in the aforesaid Assessment Roll against the tracts or parcels as referenced therein.
- § 6. Pursuant to 11 O.S. §39-112(A)(1), the Council of the City of Norman, Oklahoma hereby further establishes the time and terms of paying the assessment as follows: The total amount of the annual net assessment against any tract or parcel (*See* attached Exhibit “A”) must be paid in full by March 31, 2022 by cash or check to

the Finance Director of the City of Norman, P.O. Box 370, Norman, Oklahoma (73070) (the “City Finance Director”).

§ 7. Pursuant to 11 O.S. §39-112(A)(3), the Council of the City of Norman, Oklahoma hereby further establishes and fixes the following penalties to be charged:

For any assessment for which the total amount of the assessment is not paid in full by March 31, 2022, the amount of ten percent (10%) of the total amount of the unpaid assessment due shall be added to the total assessment due as a penalty, which penalty shall continue until fully paid.

§ 8. The assessments adopted, ratified and levied, as set forth in Sections 1 and 2 of this Ordinance, are hereby adopted, ratified, and levied against those lands and properties legally described in Exhibit “A”, attached hereto.

§ 9. Pursuant to 11 O.S. §39-112(C), the City Clerk shall, after March 31, 2022 prepare, sign, attest with the Municipal Seal, and record in the office of the County Clerk of Cleveland County, a claim of lien for any unpaid portion of the net assessment due and assessed against a tract or parcel of land.

§ 10. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2021.

NOT ADOPTED this _____ day
of _____, 2021.

Breea Clark, Mayor

Breea Clark, Mayor

ATTEST:

Brenda Hall, City Clerk

EXHIBIT A

2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNP52 2 2D 001	1673-1683 24th Ave NW LLC - Und 89.89% 421 Country Club Terrace Edmond, OK 73025	UNIVERSITY NORTH PARK SEC V PUD REPLT PRT LT 2 BLK 2 LOT 2D BLOCK 2	\$ 2,349
NCT2 UNP14 1 1 001	24th Avenue Apartments, LLC 4 E. Sheridan Ave., Unit Ste 300 Oklahoma City, OK 73104-2513	UNIVERSITY NORTH PARK XIV LOT 1 BLOCK 1	\$ 29,385
NCT2 UNPS6 1 9A 001	Bridgestone Retail Operations, LLC 200 4th Ave. South, Ste. 100 Nashville, TN 37214	HIBDON ADD LT 2 BLK 1	\$ 1,247
NCT2 UNP12 1 4A 001	Carmax Auto Superstores, Inc. P.O. Box 29965 Richmond, VA 23242	UNIVERSITY NORTH PARK SEC XII LOT 4A BLOCK 1 AKA BEING PRT LT 3 & ALL LT 4 & PRT LT 5 BLK 1	\$ 4,070
NCT2 UNPS8 1 1 001	CBH Investments LLC 2200 W. 15th St. Edmond, OK 73013-2639	UNIVERSITY NORTH PARK SEC VIII PUD LOT 1 BLOCK 1	\$ 8,172
NCT2 UNPC2 1 1 001	Commander Aircraft Corp. 1950 Goddard Ave. Norman, OK 73069	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 1 BLOCK 1	\$ -
NCT2 UNP12 1 1 001	DD1 Speed Mart, LLC P.O. Box 890503 Oklahoma City, OK 73189-0503	UNIVERSITY NORTH PARK SEC XII LOT 1 BLOCK 1	\$ 1,030
NCT2 UNP52 2 2A 001	DRE Norman I, LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC V PUD REPLT PRT LT 2 BLK 2 LOT 2A BLOCK 2	\$ 3,678
NCT2 UNPR4 1 2 001	DRE Norman II, LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK IV PUD REPLT LOT 2 BLOCK 1	\$ 2,904
NCT2 UNPS6 1 8A 001	DRE Norman III, LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC VI PUD LOT 8A BLOCK 1	\$ 2,147
NCT2 UNPS1 1 7 001	Halle Properties LLC 20225 N. Scottsdale Road, Dept. 11000KO Scottsdale, AZ 85255-6456	UNIVERSITY NORTH PARK SEC 1 LOT 7 BLOCK 1	\$ 938

2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNPC2 1 3 001	Immuno-Mycologics 2701 Corporate Centre Dr. Norman, OK 73069-2901	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 3 BLOCK 1	\$ 8,816
	Norman Econ. Development Coalition P.O. Box 5387 Norman, OK 73070-5387		\$ 900
NCT2 UNPS5 1 3 001	International Bank of Commerce 3817 NW Expressway, Ste. 100 Oklahoma City, OK 73112-1448	UNIVERSITY NORTH PARK SEC V PUD LOT 3 BLOCK 1	\$ 1,243
NCT2 UNPS6 1 6A 001	JPHM Investments, LLC 560 E. Memorial Road Oklahoma City, OK 73114-2286	UNIVERSITY NORTH PARK SEC VI PUD LOT 6A BLOCK 1	\$ 2,277
NCT2 UNPS2 1 1 001	JQH-NORMAN DEVELOPMENT LLC 12735 Morris Rd. Ext. 400 Alpharetta, GA 30004	UNIVERSITY NORTH PK SEC II PUD BLOCK 1 LOT 1	\$ 23,379
NCT2 UNPS2 1 2 001			\$ 5,934
NCT2 UNPR1 2 2A 001	KBROS LLC 630 Pana PL. Honolulu, HI 96816-4457	SHORT FORM PLAT LT 2 BLK 2 OF REPLT OF LT 1 BLK 2 UNIVERSITY NORTH PARK SEC 1 PUD LT 2A BLK 2	\$ 766
NCT2 UNPS6 1 10A 001	Mathis Bros. Tulsa, LLC 3434 W. Reno Avenue Oklahoma City, OK 73107-6134	UNIVERSITY NORTH PARK SEC VI PUD LOT 10A BLOCK 1	\$ 2,575
NCT2 UNP12 1 2A 001		UNIVERSITY NORTH PARK SEC XII LT 2A BLK 1 AKA LT 2 & PRT LT 3 BLK 1	\$ -
NCT2 UNPS1 1 2A 001	MBD LIMITED, CO 620 N. Berry Road Norman, OK 73069-7542	UNIVERSITY NORTH PARK SEC 1 LT 2A BLK 1 AKA PRT OF LTS 2 AND 3	\$ 1,282
NCT2 UNP15 1 1 001	MEERA-NIAM, LLC 2214 Shadowlake Drive Oklahoma City, OK 73159-7440	UNIVERSITY NORTH PARK SEC XV LOT 1 BLK 1	\$ 5,908
NCT2 UNPC1 1 5 001	Moore Norman Tech Center 4701 12th Ave. NW Norman, OK 73069-8308	UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 5 BLOCK 1	\$ -
NCT2 UNPC1 1 2 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 2 BLOCK 1	\$ -
NCT2 UNPC1 1 1 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 1 BLOCK 1	\$ -
NCT2 UNPC1 1 3 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 3 BLOCK 1	\$ -
NCT2 UNPC1 1 4 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 4 BLOCK 1	\$ -
NCT2 UNPC1 1 6 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 6 BLOCK 1	\$ -

2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNPS1 1 3A 001	MVP INVESTMENTS, LLC 1300 24th Ave. NW Norman, OK 73069-6481	UNIVERSITY NORTH PARK SEC 1 LT 3A BLK 1 AKA PRT OF LT 3 AND ALL OF LT 4	\$ 1,593
NCT2 UNPC2 2 2 001	Norman Economic Dev Coalition Inc P.O. Box 5387 Norman, OK 73070-5387	UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 2 BLOCK 2	\$ -
NCT2 UNPC1 1 7 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 LOT 7 BLOCK 1	\$ -
NCT2 UNPC2 2 3 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 3 BLOCK 2	\$ -
NCT2 UNPC2 2 1 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 1 BLOCK 2	\$ -
NCT2 UNPC2 1 2 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 2 LOT 2 BLOCK 1	\$ -
NCT2 UNPC1 A 001		UNIVERSITY NORTH PARK CORPORATE CENTRE 1 COMMON AREA A	\$ -
NCT2 UNPR1 2 2B 001	Norman Retail Dst P.O. Box 3666 Oak Brook, IL 60522-3666	SHORT FORM PLAT LT 2 BLK 2 OF REPLT OF LT 1 BLK 2 UNIVERSITY NORTH PARK SEC 1 PUD LT 2B BLK 2	\$ 1,161
NC29 UNP16 1 1 001	Norman Senior Living LLC 12377 Merit Dr., Suite 500 Dallas, TX 75251-2343	UNIVERSITY NORTH PARK XVI LT 1 BLK 1	\$ -
NCT2 UNPPC 1 3A 001	NW Norman Medical Center P.O. Box 722760 Norman, OK 73070	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 3A BLK 1	\$ 1,097
NCT2 UNPPC 1 3B 001		UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 3B BLK 1	\$ 1,167
NC29 UNP17 1 1 001	Outback Properties LLC 6000 Tinker Diagonal Midwest City, 73110-2830	UNIVERSITY NORTH PARK XVII LOT 1 BLK 1	\$ -
NCT2 UNP52 2 2C 001	PAD P Partners 12 Meryton Irvine, CA 92603-3463	UNIVERSITY NORTH PARK SEC V PUD REPLT PRT LT 2 BLK 2 LOT 2C BLOCK 2	\$ 1,682
NCT2 CUNPK 1 1 001	Premier Holdings LLC 3324 Mount Mitchell Lane Norman, OK 73069-3110	CURVE AT UNIVERSITY NORTH PARK LT 1 BLK 1	\$ -
NCT2 UNPPC 1 5 001	Premiere Land Holdings, LLC 3324 Mount Mitchell Lane Norman, OK 73069-3110	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 5 BLOCK 1	\$ 1,966

2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNRR3 1 1 001	Rainier UTC Acquisitions 13760 Noel Rd., 1020 Dallas, TX 75420	UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 1 BLOCK 1	\$ 5,424
NCT2 UNRR3 1 2 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 2 BLOCK 1	\$ 1,534
NCT2 UNRR3 2 2 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 2 BLOCK 2	\$ 5,957
NCT2 UNPS6 1 2A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 2A BLOCK 1	\$ 3,479
NCT2 UNPS1 1 6 001		UNIVERSITY NORTH PARK SEC 1 LOT 6 BLOCK 1	\$ 1,802
NCT2 UNPR1 2 1 001		UNIVERSITY NORTH PARK REPLAT LT 1 BLK 2 LOT 1 BLOCK 2	\$ 18,147
NCT2 UNPS5 1 1 001		UNIVERSITY NORTH PARK SEC V PUD LOT 1 BLOCK 1	\$ 3,673
NCT2 UNRR3 2 1 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) LOT 1 BLOCK 2	\$ 7,271
NCT2 UNPS1 B 001		UNIVERSITY NORTH PARK SEC 1 BLOCK B COMMON AREA	\$ -
NCT2 UNPS1 F 001		UNIVERSITY NORTH PARK SEC 1 BLOCK F COMMON AREA	\$ -
NCT2 UNRR3 A 001		UNIVERSITY NORTH PARK III PUD (REPLT OF REPLT) BLOCK A	\$ -
NCT2 UNPS1 A 001		UNIVERSITY NORTH PARK SEC 1 BLOCK A COMMON AREA	\$ -
NCT2 UNPR4 1 3 001	ROTH, JAN K VODA-IRA & ROTH, MELINDA S VODA-IRA Brinker International Dallas, TX 75019 c/o	UNIVERSITY NORTH PARK IV PUD REPLT LOT 3 BLOCK 1	\$ 1,506
NCT2 UNPS5 1 2 001	SAIF & SAFIA REAL ESTATE, LLC P.O. Box 722760 Norman, OK 73070-9093	UNIVERSITY NORTH PARK SEC V PUD LOT 2 BLOCK 1	\$ 921
NCT2 UNPS1 1 1A 001	Sleep Studio Properties LLC 3434 W. Reno Avenue Oklahoma City, OK 73107-6134	UNIVERSITY NORTH PARK SEC 1 LT 1A BLK 1 AKA ALL OF LT 1 AND PRT OF LT 2	\$ 1,852
NCT2 UNP10 1 1 001		UNIVERSITY NORTH PARK X LOT 1 BLOCK 1	\$ 2,948
NCT2 UNPS7 1 1 001	Sooner Hospitality LLC 118 N. 7th Ave. Durant, OK 74701-4756	UNIVERSITY NORTH PARK SEC VII PUD LOT 1 BLK 1	\$ 6,795
NCT2 UNPS1 1 5 001	Target Corp P.O. Box 9456 Minneapolis, MN 55440-9456	UNIVERSITY NORTH PARK SEC 1 LOT 5 BLOCK 1	\$ 11,134
NCT2 CUNPK 1 2 001	The Curve at University North Park LLC 1030 Joe Keeley Drive Norman, OK 73072-6126	CURVE AT UNIVERSITY NORTH PARK LT 2 BLK 1	\$ -
NCT2 CUNPK 1 3 001		CURVE AT UNIVERSITY NORTH PARK LT 3 BLK 1	\$ -
NCT2 CUNPK 1 4 001		CURVE AT UNIVERSITY NORTH PARK LT 4 BLK 1	\$ -
NCT2 CUNPK 1 5 001		CURVE AT UNIVERSITY NORTH PARK LT 5 BLK 1	\$ -

2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNP13A 1 1 001	University Hospitality 118 N. 7th Ave. Durant, OK 74701-4756	UNIVERSITY NORTH PARK SEC XIII AMENDED LT 1 BLK 1	\$ -
NCT2 UNPPC 1 1 001	University North Park 2221 W. Lindsey St., Ste 201 Norman, OK 73069-4066	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 1 BLOCK 1	\$ -
NCT2 UNPPC 1 3C 001	University North Park Professional Center 2221 W. Lindsey St., Suite 201 Norman, OK 73069-4066	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 3C BLK 1	\$ -
NCT2 UNPPC 1 4 001		UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 4 BLOCK 1	\$ -
NCT2 UNP14 A 001	UNIVERSITY NORTH PARK, LLC 100 E. Timberdell Road Norman, OK 73072-6511	UNIVERSITY NORTH PARK XIV COMMON AREA A	\$ -
NCT2 UNP14 B 001		UNIVERSITY NORTH PARK XIV COMMON AREA B	\$ -
NCT2 9 3W 13028		13-9-3W .07 AC BEG AT NW/C OF UNIVERSITY NORTH PARK PROF. CENTER S 1226.50` TO POB THEN E 32.66` THEN ON A C/R R=876.16` (CB S12' 43"W) A DISTANCE OF 144` THEN N 166` TO POB	\$ -
NC29 9 3W 13030		13-9-3W 7.3833 AC PRT W/2 BEG SE/C OF UNIVERSTIY NORTH PARK PROF. CENTER THEN APPROX S 1263` THEN APPROX. W 327` THEN N APPROX 1275` THEN S 69D E 42` E 291.24` TO POB LESS N281.22`	\$ -
NC29 9 3W 14030		14-9-3W 159.01 AC PRT E/2 BEG SE/C APPROX W 2503.04` APPROX N 3952.24` E 1262.33` N8.20` E 1240.71` APPROX S 5968.64` POB LESS A TRACT LYING IN W/2 SEC 13 & E/2 OF SEC 14 BEG 37.01`E & 1223.68`S (R=876.16`) CB S 09D W310.22` NW/C SEC 13 POB S 69D E60` E291.24` S281.22` W458.30` N 49D W60` NELY C/L (R=876.16`) CB N 30D E307.71` POB & LESS UNVERSTY NORTH PARK CORP CENTRE SEC 1 & 2 & LESS UNIVERSITY NORTH PARK SEC 12 & 14 & 16 & 17	\$ -

2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 9 3W 23 020	UNIVERSITY TOWN CENTER LLC P.O. Box 36799 NC 28236-6799 Charlotte,	23-9-3W 18.38 AC PRT NE/4 BEG NE/C NE/4 W606.86` SOUTHLY C/R (R=1965.41`) CB S 07D W1176.02` N 87D E333.87` S 70D E436.14` (R=300`) CB S 07D E19.41` SELY TO POINT SEC LINE THENCE NORTH TO POB	\$ -
NCT2 UNPS8 A 001		UNIVERSITY NORTH PARK SEC VIII PUD COMMON AREA A PRIVATE DRIVE	\$ -
NCT2 UNPS8 B 001		UNIVERSITY NORTH PARK SEC VIII PUD COMMON AREA B PRIVATE DRIVE	\$ -
NCT2 9 3W 24 002		24-9-3W .03 AC PRT BEG APPROX N 550'TO POB FROM THE SW/C NW/4 THEN APPROX N 110' THEN S 77D E APPROX 32' THEN S 12D W APPROX 100' TO POB	\$ -
NCT2 UNPS8 C 001		UNIVERSITY NORTH PARK SEC VIII PUD COMMON AREA C	\$ 663
NCT2 9 3W 24 003		24 9 3W 3.42 AC BEG AT THE SW/C OF NW/4 THEN N APPROX 368' THEN S 77D E APPROX 239' N 09D E A DISTANCE OF 360.55' THEN S 77D E APPROX 55' THEN S APPROX 660' THEN W APPROX 355' TO POB	\$ -
NCT2 9 3W 23 021		23-9-3W 41.08 AC PRT E/2 BEG 1114.88`W & 596.46`N SE/C SE/4 TO POB C/L (R=860.21`) CB N 16D W488.16` N 33D W200` C/R (R=2002.19`) CB N 09D W1682.28` C/R (R=2002.19`) CB N 25D E748.94` N 36D E204.23` S 53D E60` N 76D E38.42` S 69D E884.79` N 15D E80` S 75D E16.67` SELY TO PT EAST LINE SEC 23 THENCE APPROX S1135` S 35D W1873.10` POB LESS 9.73 AC TR DESC BK 4760 PG 577 & LESS UNIVERSITY NORTH PARK 7 & LESS UNIVERSITY NORTH PARK 5 REPLT & LESS UNIVERSITY NORTH PARK 8 & 13 & 15 & LESS BEG NW/C LT 1 BLK 1 UNIVERSITY NORTH PARK SEC XIII S 18D W258.68` FOR POB ELY C/L (R=4,951.96`) CB S 74D E426.79` S 55D W27.26` WLY C/R (R=4,971.96`) CB N 74D W391.29` N 25D W27.26` POB	\$ -
NCT2 9 3W 24 004		24 9 3W 11.01 AC BEG AT THE NW/C NW/4 THEN E APPROX 350' THEN S APPROX 1428' THEN N 70D W APPROX 380' THEN N APPROX 1297' TO POB	\$ -
NCT2 UNPR9 1 3 001	UNP Restaurant, LLC 3510 24th Ave. NW, Suite 200 Norman, OK 73069-8262	UNIVERSITY NORTH PARK IX LOT 3 BLOCK 1	\$ 1,753

2022 UNIVERSITY NORTH PARK ASSESSMENT ROLL

Parcel Number	Property Owner	Legal Description	2022 Assessment
NCT2 UNPPC 1 2 001	UNPC Building 1, LLC 2221 W. Lindsey St., Ste 201 Norman, OK 73069-4066	UNIVERSITY NORTH PARK PROFESSIONAL CENTER LOT 2 BLOCK 1	\$ 3,158
NCT2 UNPR4 1 1 001	UTC 8, LLC 1111 Metropolitan Ave., Ste. 700 Charlotte, NC 28204-3424	UNIVERSITY NORTH PARK IV PUD REPLT LOT 1 BLOCK 1	\$ 1,387
NCT2 UNP12 1 6A 001	UTC Area 7, LLC 1111 Metropolitan Ave., Ste. 700 Charlotte, NC 28204-3424	UNIVERSITY NORTH PARK SEC XII LOT 6A BLOCK 1	\$ -
NCT2 UNPS5 A 001	UTC AREA SIX LLC c/o Collett & Assoc. P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC V PUD COMMON AREA A	\$ -
NCT2 UNPS1 C 001	UTC I LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC 1 BLOCK C COMMON AREA	\$ -
NCT2 UNPS6 1 1A 001	UTC II LLC P.O. Box 36799 Charlotte, NC 28236-6799	UNIVERSITY NORTH PARK SEC VI PUD LOT 1A (LT1 & PRT LT 2) BLOCK 1	\$ -
NCT2 UNPS6 1 7A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 7A BLOCK 1	\$ 1,007
NCT2 UNPS6 1 3A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 3A BLOCK 1	\$ -
NCT2 UNPS6 1 4A 001		UNIVERSITY NORTH PARK SEC VI PUD LOT 4A BLOCK 1	\$ -
NCT2 UNPR9 1 1 001		UNIVERSITY NORTH PARK IX LOT 1 BLOCK 1	\$ -
NCT2 UNP12 1 6 001		UNIVERSITY NORTH PARK SEC XII LOT 6 BLOCK 1	\$ -
NCT2 UNPS5 2 1 001	Valliance Bank 1601 NW Expressway Oklahoma City, OK 73118-1467	UNIVERSITY NORTH PARK SEC V PUD LOT 1 BLOCK 2	\$ 1,923
NCT2 UNP12 1 5B 001	Vrindavan, LLC 2214 Shadowlake Drive Oklahoma City, OK 73159-7440	UNIVERSITY NORTH PARK SEC XII LOT 5B BLOCK 1	\$ -
			\$ 200,000

Tecumseh Rd

Interstate 35

Rock Creek Rd

University North Park Business Improvement District

September 3, 2021

TIF District Parcels

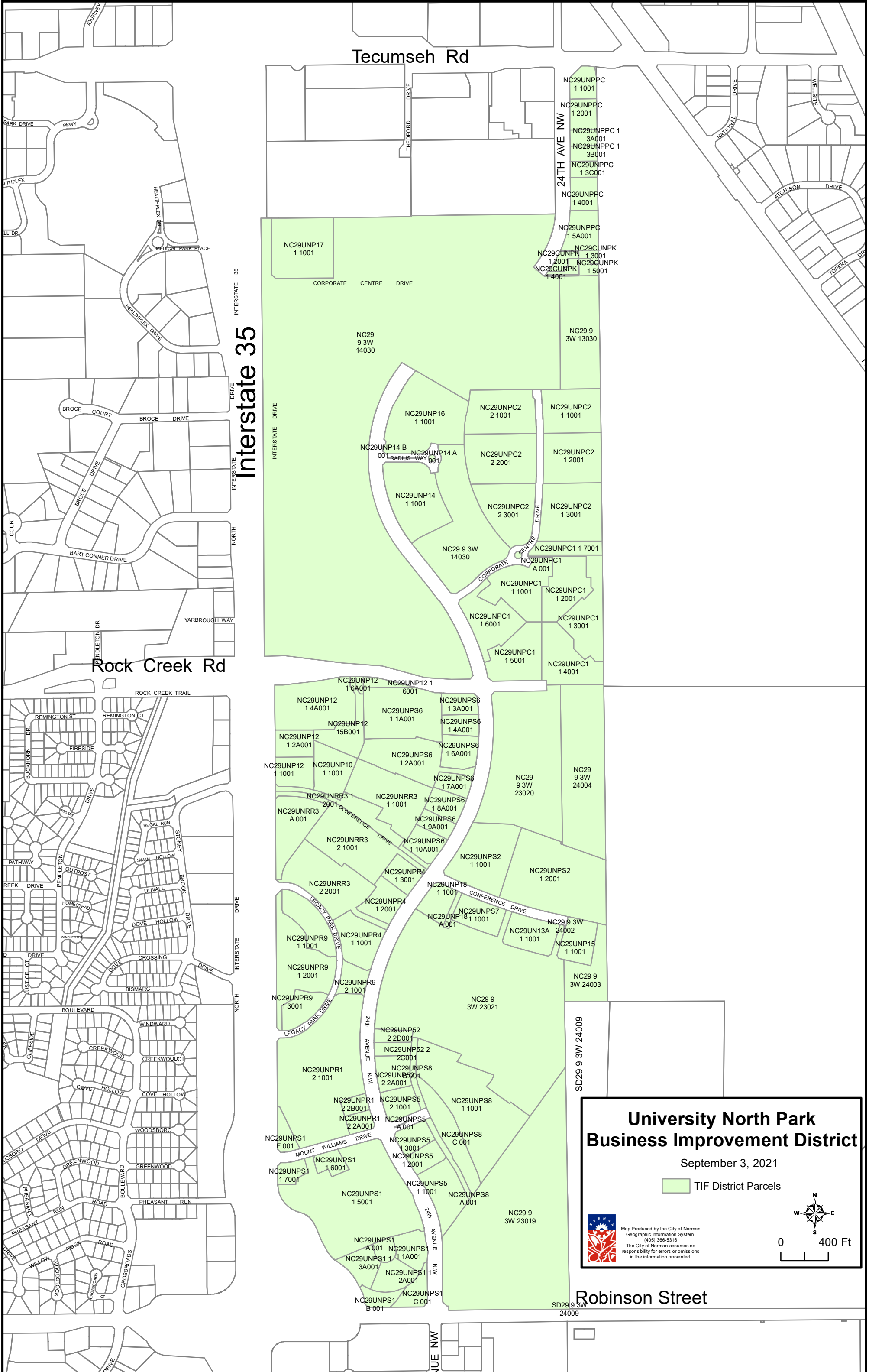


Map Produced by the City of Norman
Geographic Information System.
(405) 366-5316
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



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Robinson Street



File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

Item 5

MEETING DATE: 09/28/2021

REQUESTER: Anthony Francisco, Finance Director

PRESENTER: Anthony Francisco, Finance Director

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

DATE: September 14, 2021
 TO: City Council
 FROM: Anthony Francisco, Director of Finance
 REVIEWED BY: Clint Mercer, Chief Accountant
 PREPARED BY: Debbie Whitaker, Municipal Accountant III
 SUBJECT: Breakdown of Interest Earnings by Fund

FUND	MONTHLY COMPARISON					ANNUAL COMPARISON				
	MONTHLY BUDGETED INTEREST EARNINGS EYE22	MONTHLY INTEREST EARNINGS August 2021	MONTHLY % INCREASE (DECREASE)	MONTHLY INTEREST % OF PORTFOLIO HOLDINGS	MONTH-END BALANCE August 2021	MONTHLY % OF PORTFOLIO HOLDINGS	ANNUAL BUDGETED INTEREST EARNINGS EYE20-YTD	INTEREST EARNINGS YTD EYE22	YTD % INCREASE (DECREASE)	YTD % PORTFOLIO HOLDINGS
GENERAL FUND	\$15,476	\$1,323	-91.45%	2.39%	3,433,935	1.22%	\$30,345	\$3,070	-89.88%	2.57%
NET REVENUE STABILIZATION	\$4,167	\$1,400	-66.39%	2.53%	3,999,129	1.42%	\$8,333	\$3,027	-63.68%	2.53%
PUBLIC SAFETY SALES TAX FUND	\$4,167	\$44	-98.95%	0.08%	9,770,128	3.47%	\$8,333	\$44	-99.47%	0.04%
HOUSING	N/A	\$1	100.00%	0.00%	2,473,116	0.88%	N/A	\$2	100.00%	0.00%
SPECIAL GRANTS FUND	N/A	\$473	100.00%	0.85%	13,647,281	4.85%	N/A	\$946	100.00%	0.79%
ROOM TAX FUND	\$208	\$117	-43.87%	0.21%	344,021	0.12%	\$417	\$239	-42.73%	0.20%
SEIZURES	\$42	\$334	701.94%	0.60%	1,146,949	0.41%	\$83	\$704	745.28%	0.59%
CLEET FUND	N/A	\$0	100.00%	0.00%	(1,401)	0.00%	N/A	\$0	100.00%	0.00%
TRANSIT & PARKING FUND	\$0	\$131	0.00%	0.24%	283,502	0.10%	\$0	\$131	0.00%	0.11%
ART IN PUBLIC PLACES FUND	N/A	\$1	100.00%	0.00%	2,401	0.00%	N/A	\$1	100.00%	0.00%
WESTWOOD FUND	\$625	\$161	-74.31%	0.29%	1,888,112	0.60%	\$1,250	\$267	-78.64%	0.22%
WATER FUND	\$10,000	\$12,005	20.05%	21.85%	40,056,504	14.25%	\$20,000	\$25,360	26.80%	21.21%
WASTEWATER FUND	\$4,167	\$3,508	-15.81%	6.33%	10,120,864	3.60%	\$8,333	\$7,529	-9.66%	6.30%
SEWER MAINTENANCE FUND	N/A	\$4,015	100.00%	7.24%	11,543,077	4.11%	N/A	\$8,648	100.00%	7.23%
DEVELOPMENT EXCISE	\$5,833	\$2,479	-57.51%	4.47%	7,267,187	2.58%	\$11,667	\$5,308	-54.51%	4.44%
SANITATION FUND	\$25,000	\$5,883	-76.47%	10.61%	18,441,558	5.85%	\$50,000	\$12,627	-74.75%	10.56%
RISK MANAGEMENT FUND	N/A	\$1,168	100.00%	2.11%	1,810,675	0.64%	N/A	\$2,569	100.00%	2.15%
CAPITAL PROJECTS FUND	\$58,333	\$9,456	-83.79%	17.05%	75,707,751	26.92%	\$66,667	\$21,331	-68.00%	17.84%
NORMAN FORWARD SALES TAX	\$1,250	\$10,304	724.31%	18.58%	63,318,700	22.52%	\$2,500	\$22,156	786.24%	18.53%
PARKLAND FUND	\$833	\$343	-58.89%	0.62%	960,969	0.34%	\$1,667	\$763	-54.23%	0.64%
UNP TAX INCREMENT DISTRICT	\$2,000	\$119	-94.05%	0.21%	10,908,776	3.88%	\$80,000	\$119	100.00%	0.10%
CENTER CITY TAX INCREMENT DIST	N/A	\$159	0.00%	0.29%	466,140	0.17%	N/A	\$338	100.00%	0.28%
SINKING FUND	\$2,083	\$1,693	-18.74%	3.05%	4,832,542	1.72%	\$4,167	\$3,638	-12.68%	3.04%
SITE IMPROVEMENT FUND	N/A	\$18	100.00%	0.03%	50,162	0.02%	N/A	\$38	100.00%	0.03%
TRUST & AGENCY FUNDS	N/A	\$3	100.00%	0.01%	9,664	0.00%	N/A	\$7	100.00%	0.01%
ARTERIAL ROAD FUND	N/A	\$314	100.00%	0.57%	898,192	0.32%	N/A	\$680	100.00%	0.57%
	<u>\$134,184</u>	<u>\$55,451</u>	<u>-58.88%</u>	<u>100.00%</u>	<u>281,181,745</u>	<u>100.00%</u>	<u>\$293,762</u>	<u>\$119,538</u>	<u>-59.31%</u>	<u>100.00%</u>

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 \$281.18 million as of 09/31/21 are represented by working capital cash balances of all City funds of approximately \$110.18 million, outstanding encumbrances of \$54.52 million, General Obligation Bond proceeds of \$51.86 million, NUA revenue bond proceeds of \$6.19 million, NMA bond proceeds of \$45.37 million, and UNP TIF reserve amounts of \$13.06 million.

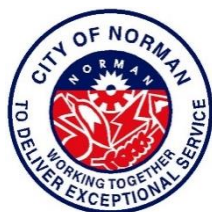
INVESTMENT BY TYPE

LIST BY TYPE	SEC. NO.	PURCHASED	MATURITY	YIELD	August 31, 2021		
					FARNED INTEREST	COST	MARKET
**Checking							
BANK OF OKLAHOMA	GEN'L DEP.			0.05%	\$1,212.83	\$32,993,833.63	\$32,993,833.63
BANK OF OKLAHOMA	WARRANTS PAYABLE					(\$1,707,780.31)	(\$1,707,780.31)
BANK OF OKLAHOMA	PAYROLL					(\$3,080,259.36)	(\$3,080,259.36)
BANK OF OKLAHOMA	COURT BOND REFUNDS					\$146,885.96	\$146,885.96
BANK OF OKLAHOMA	INSURANCE CLAIMS					(\$573,402.82)	(\$573,402.82)
BANK OF OKLAHOMA	LOCK BOX					\$1,828,519.32	\$1,828,519.32
BANK OF OKLAHOMA	RETURN CHECKS					(\$4,101.27)	(\$4,101.27)
BANK OF OKLAHOMA	PARKS					\$0.00	\$0.00
BANK OF OKLAHOMA	FLEXIBLE SPENDING					\$5,650.06	\$5,650.06
BANK OF OKLAHOMA	CDBG-CV			0.05%	\$1.01	(\$8,762.99)	(\$8,762.99)
**Subtotal					\$1,213.84	\$29,600,582.22	\$29,600,582.22
**Money Market							
BANCFIRST-NUA	MONEY MKT.			0.37%	\$0.00	\$1,089.63	\$1,089.63
BANCFIRST-NMA Golf	MONEY MKT.			0.06%	\$1.06	\$210,348.90	\$210,348.90
BANCFIRST-NUA Water	MONEY MKT.			0.37%	\$30.53	\$6,068,480.01	\$6,068,480.01
BANCFIRST-NUA Clean Water	MONEY MKT.			0.06%	\$0.43	\$124,013.52	\$124,013.52
BANCFIRST-NMA PSST	MONEY MKT.			0.37%	\$43.95	\$9,104,369.24	\$9,104,369.24
BANCFIRST-NMA Norman Forward	MONEY MKT.			0.37%	\$169.86	\$34,226,304.68	\$34,226,304.68
BANCFIRST-NMA ERP Financing	MONEY MKT.			0.37%	\$8.42	\$1,832,055.84	\$1,832,055.84
BANK OF OKLAHOMA UNP TIF	MONEY MKT.			0.01%	\$119.09	\$13,056,701.56	\$13,056,701.56
BANK OF OKLAHOMA ARPA	MONEY MKT.			0.05%	\$472.38	\$11,124,370.93	\$11,124,370.93
BANK OF OKLAHOMA-Westwood	MONEY MKT.			0.05%	\$159.52	\$0.00	\$0.00
BANK OF OKLAHOMA-CW	MONEY MKT.			0.05%	\$0.53	\$12,421.01	\$12,421.01
BANK OF OKLAHOMA	MONEY MKT.			0.05%	\$1.07	\$25,470.41	\$25,470.41
BANK OF OKLAHOMA	MONEY MKT.			0.05%	\$6.85	\$162,117.70	\$162,117.70
BANK OF OKLAHOMA-SW	MONEY MKT.			0.05%	\$0.00	\$6.77	\$6.77
BANK OF OKLAHOMA-2015	MONEY MKT.			0.05%	\$93.76	\$2,011,065.92	\$2,011,065.92
BANK OF OKLAHOMA-2019A	MONEY MKT.			0.05%	\$371.04	\$9,054,417.00	\$9,054,417.00
BANK OF OKLAHOMA-2019B	MONEY MKT.			0.05%	\$728.00	\$16,973,251.47	\$16,973,251.47
BANK OF OKLAHOMA-2020A	MONEY MKT.			0.05%	\$434.89	\$10,177,658.90	\$10,177,658.90
BANK OF OKLAHOMA-2021	MONEY MKT.			0.05%	\$579.57	\$13,648,543.52	\$13,648,543.52
**Subtotal					\$3,220.95	\$127,812,687.01	\$127,812,687.01
**Sweep/Overnight							
BANK OF OKLAHOMA	ICS ACCT			0.03%	\$822.42	\$32,320,028.80	\$32,320,028.80
BANK OF OKLAHOMA PORTFOLIO	SHORT TERM			0.01%	\$198.83	\$26,343,446.97	\$26,343,446.97
**Certificate of Deposit							
FIRST FIDELITY BANK	CD	03/30/21	09/30/21	0.75%	\$31.25	\$250,000.00	\$250,000.00
GREAT NATIONS BANK	CD	09/30/20	09/30/21	0.55%	\$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
**Subtotal					\$229.16	\$1,000,000.00	\$1,000,000.00
**U.S. Treasury Securities/Agency Securities							
US T-Note	9128284W7	12/24/18	08/15/21	2.65%	2,766.72		
FHLB	313383ZU8	10/31/18	09/10/21	2.93%	7,322.90	3,000,000.00	\$3,002,250.00
US T-Note	9128285L0	04/30/19	11/15/21	2.27%	9,504.17	5,000,000.00	\$5,028,850.00
FFCB	3133EH2T9	12/31/19	12/13/21	1.58%	658.07	500,000.00	\$502,930.00
FFCB	3133EMNU2	01/29/21	04/27/22	0.06%	521.90	7,500,000.00	\$7,500,000.00
US T-Note	912828XR6	05/31/19	05/31/22	2.04%	5,077.68	3,000,000.00	\$3,037,380.00
FHLB	313381BR5	12/31/19	12/09/22	1.61%	10,879.27	8,100,000.00	\$8,278,929.00
FHLMC	3134GXGQ1	01/29/21	12/15/22	0.06%	897.61	8,000,000.00	\$8,000,000.00
FFCB	3133EMKU5	01/29/21	12/14/22	0.11%	453.10	5,005,000.00	\$5,006,751.75
US T-Note	9128284X5	06/29/21	08/31/23	2.75%	1,492.47	8,500,000.00	\$8,930,695.00
FHLB	3130A3VC5	12/31/19	12/08/23	1.62%	8,824.50	6,500,000.00	\$6,794,645.00
US T-Note	91282CBN0	06/30/21	12/28/23	0.13%	1,367.70	9,000,000.00	\$8,998,110.00
**Subtotal					49,766.09	64,105,000.00	\$65,080,540.75
TOTAL					\$5,451.29	281,181,745.00	\$249,837,256.95

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:

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



Item 6

CITY OF NORMAN, OK STAFF REPORT

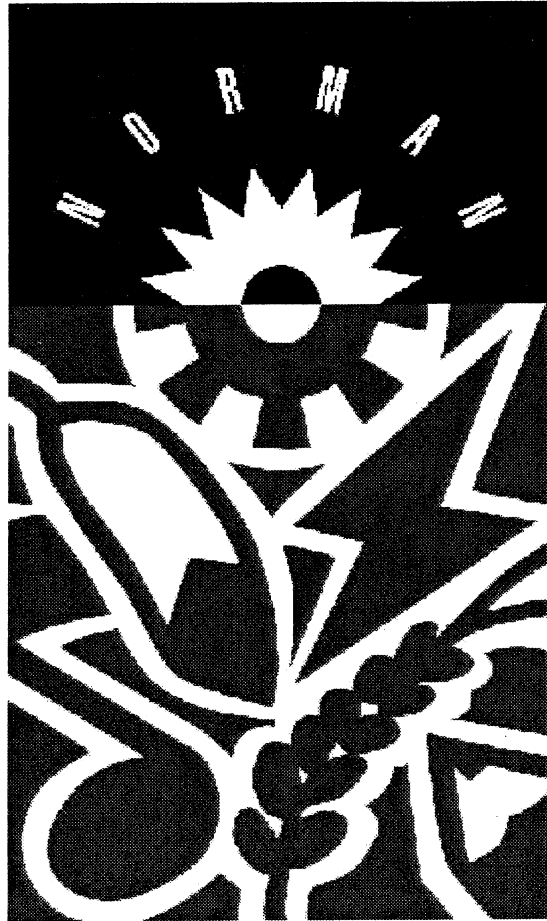
MEETING DATE: 09/28/2021

REQUESTER: Stacey Parker, Executive Assistant

PRESENTER: Stacey Parker, Executive Assistant

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF AUGUST, 2021.

City of Norman



Monthly Departmental Report

August 2021

MONTHLY PROGRESS

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CITY CLERK 1

CITY CLERK

MONTHLY PROGRESS REPORT
August 2021

ACTION CENTER				
DEPARTMENT	CALLS	CALLS YTD	ADDITIONAL CONTACTS	ADDITIONAL CONTACTS YTD
Animal Welfare	6	11	5	7
Bus Service	3	3	0	0
CDBG	4	9	4	4
City Clerk	145	287	9	53
City Manager/Mayor	5	11	6	7
City Wide Garage Sale	164	205	6	6
Code Enforcement	68	130	6	13
Finance	40	69	1	1
Fire/Civil Defense	3	4	0	1
Human Resources	4	7	0	0
I.T.	9	9	0	0
Legal	4	10	2	2
Line Maintenance	13	36	3	3
Municipal Court	1	6	0	0
Noise Complaint	0	0	0	0
Norman Forward Questions	0	0	0	0
Parks & Recreation	11	33	1	4
Permits/Inspections	44	86	1	4
Planning	9	12	0	0
Police/Parking	30	45	15	24
Public Works	13	19	2	3
Recycling	0	0	0	0
Sanitation	36	77	1	4
Sidewalks	1	3	0	0
Storm Debris	0	0	0	0
Storm Water	10	26	2	2
Streets	17	45	1	3
Street Lights	11	20	0	0
Traffic	15	27	1	2
Utilities	10	16	1	2
WC Questions	0	0	0	0
WC Violations	0	0	0	0
August Total: 743	676	1,206	67	145

LICENSES

21 New licenses and 6 renewals were issued during the month of August. Following is a list of each license type and the number issued for that specific type:

LICENSE TYPE	NUMBER	FYE	LICENSE TYPE	NUMBER	FYE
	ISSUED	YTD		ISSUED	YTD
Bee Keeper	0	0	Retail Beer	0	5
Brewer	0	0	Retail Spirits Store	1	1
Coin-Operated Devices	0	0	Retail Wine	0	5
Distiller	0	0	Salvage Yard	0	0
Food	6	14	Sidewalk Dining	0	0
Game Machines	0	0	Solicitor/Peddler (30 day)	1	2
Impoundment Yard	0	0	Solicitor/Peddler (60 day)	0	2
Kennel	0	0	Solicitor/Peddler (one day)	1	1
Medical Marijuana Dispensary	5	6	Special Event	0	0
Medical Marijuana Grower	1	4	Strong Beer & Wine/Winemaker	0	1
Medical Marijuana Processor	2	3	Taxi/Motorbus/Limousine	0	0
Medical Marijuana Testing Laboratory	0	0			0
Mixed Beverage	0	0	Temp Food (one day)	2	4
Mixed Beverage/Caterer	2	2	Temp Food (30 day)	3	4
Pawnbroker	0	0	Temp Food (180 day)	3	3
Pedicab	0	0	Transient Amusement	0	0
YTD License Total: 57	16	29		11	28

NEW ESTABLISHMENT LICENSES		
NAME	ADDRESS	LICENSE TYPE(S)
Ambary Health	2205 W Main St., Suite #2	Medical Marijuana Processor
Green Stone Manufacturing	1811 Industrial Blvd, Suite #117	Medical Marijuana Processor
Bahn Thai Tea	1204 N Interstate Drive, Suite #120	Food
Thai D Cuisine	780 W Main Street	Food
Tower Energy and Nutrition	584 Buchanan Ave	Food
Velvet Taco Norman, LLC	1440 W Lindsey St	Food
Flight Club Norman	1100 N Porter Ave, Suite #104	Medical Marijuana Dispensary
Lotus Gold	820 W Robinson St.	Medical Marijuana Dispensary
Lotus Gold	1100 E Constitution St, Suite #114	Medical Marijuana Dispensary
Lotus Gold	2102 W Lindsey St	Medical Marijuana Dispensary
9 East Liquor	751 Canadian Trails Drive	Retail Spirits Store

SOLICITOR/PEDDLER LICENSE		
60 DAY	30 DAY	1 DAY
	Renewal by Anderson of Oklahoma	Urbanex OKC

TEMPORARY FOOD PERMITS		
180 DAY	30 DAY	1 DAY
Late Nightz	Major Greens	Macos Indian Taco
OK Sandwich	Riko's Tacos	Squatchmoe's
Ted's Café Escondido (Food Truck)	Some Beach Treatz	

CLAIMS FILED

DATE FILED	NAME	JUSTIFICATION	AMOUNT
08/09/2021	Montgomery Construction	Alleged service line damage/collapse at 2100 West Lindsey while the storm drain was being installed in the center of Lindsey Street.	\$48,466.04
08/13/2021	Cleveland County Sheriff's Office	Norman Police Department vehicle allegedly was entering the Cleveland County Detention Center as the garage door was closing and this resulted in the garage door being torn off the tracks and the door being bent.	\$14,744.64
08/18/2021	Terry Garrett	During water line replacement work being done by the City on E. Comanche and Ponca there was alleged water damage done to the parking lot located at 421 E Comanche which requires repairs be made in order to be safe and up to city code.	\$30,488.00
08/20/2021	William L. Ford	Alleged Wrongful Death Claim for Janice Ford. Incident in question occurred on September 4, 2020 while Norman and Moore Police Departments were in a high-speed pursuit of an alleged stolen vehicle.	Maximum Governmental Tort Claims Act

SPECIAL SESSION

On August 3, 2021, the City Council met for Special Session and there was a presentation by Bob Thompson, Chairman of the Charter Review Commission regarding proposed charter amendments.

On August 31, 2021, the City Council met for Special Session and adjourned into an Executive Session to discuss the acquisition of real property in connection with the Groundwater Blending Project.

BUSINESS AND COMMUNITY AFFAIRS COMMITTEE

On August 5, 2021, the Business and Community Affairs Committee met and had a discussion regarding small developer incentives and the redevelopment of vacant storefronts.

OVERSIGHT COMMITTEE

On August 12, 2021, the Oversight Committee met and had discussions regarding Boards & Commissions.

STUDY SESSION

On August 17, 2021, the City Council Study Session met and had continued discussions regarding the use of America Rescue Plan Act (ARPA) Funds.

FINANCE COMMITTEE

On August 19, 2021, the Finance Committee met and discussed the Room Tax Fund. Additionally, the financial update was given and the Revenue/Expenditure Report was presented. There was the submission of the Open Positions Report as well.

COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE

On August 26, 2021, the Community Planning and Transportation Committee met and discussed potential Storm water Projects to be funded by American Rescue Plan Act (ARPA) Funds. Presentation by Chris Tatham, CEO, ETC Institute, of the Embark Norman 2020 Customer and Market Study. The Public Transit Ridership Report was submitted. There was discussion regarding back in angle parking pilot project on James Garner Avenue and Associated Ordinance.

CITY MANAGER 2

NORMAN FORWARD 2A



Memorandum

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

From: Randy Hill, ADG

ADG Project Number: 16-003

ADG Project Name: Norman FORWARD

Date: 09.07.2021

Re: August 2021 Monthly Report

REPORT PERIOD: August 1 through August 31, 2021

WORK THIS MONTH

1. Monday, August 2, 2021 | 11:00 a.m. | YFAC Monthly Update Mtg
 - a. Monthly discussion Young Family of project.
2. Monday August 2, 2021 | 3:30 p.m. | FSB/ADG Coordination Mtg
 - a. Meeting to discuss and review upcoming items for YFAC and Senior Wellness Center
3. Monday August 2, 2021 | 4:00 p.m. | YFAC Value Engineer Design Changes Mtg.
 - a. Meeting to discuss VE items to bring the project within budget
4. Tuesday, August 3, 2021 | 8:30 a.m. | North Base Maintenance Complex Update Call
 - a. Weekly discussion of project schedule, budgets, and critical issues
5. Tuesday, August 3, 2021 | 10:00 a.m. | Ruby Grant Park OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
6. Tuesday, August 3, 2021 | 2:00 p.m. | YFAC FF&E Visual Listening
 - a. Discussion of project FF&E and images to determine a direction for furniture design
7. Wednesday, August 4, 2021 | 9:00 a.m. | Senior Center Schedule Mtg.
 - a. Discussion of schedule with Crossland
8. Wednesday, August 4, 2021 | 11:30 a.m. | YFAC Civil Costs Review
 - a. Discussion of Civil Package to find additional cost savings
9. Wednesday, August 4, 2021 | 1:00 p.m. | YFAC AV Discussions with Santa Fe
 - a. Discussion of IT and AV between CON and Santa Fe
10. Wednesday, August 4, 2021 | 4:30 p.m. | Reaves Bid Tab Discussion
 - a. Discussion of bids received for Reaves Park
11. Thursday, August 5, 2021 | 8:30 a.m. | YFAC Equipment Estimate
 - a. Discussion of FF&E and pricing per GEJ
12. Thursday, August 5, 2021 | 10:00 a.m. | Senior Center FF&E Visual Listening
 - a. Discussion of project FF&E and images to determine a direction for furniture design
13. Thursday, August 5, 2021 | 1:00 p.m. | YFAC Programming Mtg
 - a. Weekly discussion of design progress, programming questions and considerations
14. Thursday, August 5, 2021 | 2:30 p.m. | Senior Wellness Center Programming Mtg
 - a. Bi-weekly discussion of design progress, programming questions and considerations
15. Thursday, August 5, 2021 | 2:30 a.m. | Municipal Complex Development Center OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues

Memorandum

09.07.2021

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

Page 2 of 5

Re: August 2021 Monthly Report

ADG Project No. 16-003

16. Friday, August 6, 2021 | 10:00 a.m. | Prebid Meeting for YFAC Bid Package #2
 - a. Earthwork/Utilities prebid meeting
17. Friday, August 6, 2021 | 10:00 a.m. | North Base- Parks Insulation Review
 - a. Met onsite to review the Insulation and approve / reject areas of Parks Building
18. Friday, August 6, 2021 | 11:00 a.m. | North Base- Electronic Hardware Coordination
 - a. Discussed the Convergent Door access control
19. Monday, August 9, 2021 | 10:00 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
20. Monday, August 9, 2021 | 11:30 a.m. | YFAC Cost Reduction Items
 - a. Discussion with CON to review cost reduction items
21. Tuesday, August 10, 2021 | 8:30 a.m. | North Base Maintenance Complex Update Call
 - a. Weekly discussion of project schedule, budgets, and critical issues
22. Tuesday, August 10, 2021 | 9:30 a.m. | YFAC FF&E Visual Listening follow up
 - a. Discussion of project FF&E and direction for furniture design
23. Tuesday, August 10, 2021 | 10:00 a.m. | Griffin Park OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
24. Tuesday, August 10, 2021 | 1:00 p.m. | Municipal Complex IT/AV Specifications
 - a. Discussion of IT/AV with CON and TMP
25. Wednesday, August 11, 2021 | 9:30 a.m. | North Base Maintenance Complex Update Call
 - a. Update on project schedule, budgets, and critical issues
26. Thursday, August 12, 2021 | 1:00 p.m. | YFAC Programming Mtg
 - a. Weekly discussion of design progress, programming questions and considerations
27. Monday, August 16, 2021 | 10:00 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
28. Monday, August 16, 2021 | 11:30 a.m. | YFAC IT/AV Internal Coordination
 - a. Discussion of IT/AC with CON
29. Monday, August 16, 2021 | 1:00 a.m. | YFAC Furniture Floor Plan Review
 - a. Furniture review with Candice Young
30. Tuesday, August 17, 2021 | 8:30 a.m. | North Base Maintenance Complex Update Call
 - a. Weekly discussion of project schedule, budgets, and critical issues
31. Tuesday, August 17, 2021 | 10:00 a.m. | Ruby Grant Park OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
32. Tuesday August 17, 2021 | 10:00 p.m. | FSB/ADG Coordination Mtg
 - a. Meeting to discuss and review upcoming items for YFAC and Senior Wellness Center
33. Wednesday, August 18, 2021 | 9:30 a.m. | Senior Center Marketing Meeting
 - a. Bi-Weekly discussion of Senior marketing materials and groundbreaking
34. Wednesday, August 18, 2021 | 10:30 a.m. | CON and ADG Review YFAC FF&E List
 - a. Discussion of FF&E items included and supplied by CON
35. Wednesday, August 18, 2021 | 2:30 p.m. | YFAC Schedule Analysis
 - a. Discussion of schedule with GEJ
36. Thursday, August 19, 2021 | 12:30 p.m. | YFAC Estimate Questions
 - a. Discussion of estimate with GEJ
37. Thursday, August 19, 2021 | 1:00 p.m. | YFAC Programming Mtg
 - a. Weekly discussion of design progress, programming questions and considerations
38. Thursday, August 19, 2021 | 2:30 p.m. | Municipal Complex Development Center OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
39. Thursday, August 19, 2021 | 2:15 p.m. | YFAC Bid Package 2 Opening
 - a. Earthwork bid opening
40. Thursday, August 19, 2021 | 4:30 p.m. | Senior Center Pre-Estimate & Value Engineering
 - a. VE process to be within budget

Memorandum

09.07.2021

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

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Re: August 2021 Monthly Report

ADG Project No. 16-003

41. Monday, August 23, 2021 | 10:00 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
42. Monday, August 23, 2021 | 11:30 a.m. | YFAC Scheduling Options
 - a. Discussion of project schedules and General Conditions costs
43. Monday, August 23, 2021 | 1:00 p.m. | YFAC Ad-Hoc Presentation Prep
 - a. Meeting to prepare for ad-hoc presentation
44. Monday, August 23, 2021 | 3:30 p.m. | Senior Center Estimate & Value Engineering
 - a. VE process to be within budget discussed with CON and Healthy Living OKC
45. Tuesday, August 24, 2021 | 8:30 a.m. | North Base Maintenance Complex Update Call
 - a. Weekly discussion of project schedule, budgets, and critical issues
46. Tuesday, August 24, 2021 | 9:00 a.m. | Senior Center Estimate Review
 - a. Further VE process to be within budget discussed with CON and Healthy Living OKC
47. Tuesday, August 24, 2021 | 11:00 a.m. | YFAC NRH YFAC Discussion
 - a. Discussion with NRH on costs associated with clinic
48. Wednesday, August 25, 2021 | 9:30 a.m. | North Base Maintenance Complex Update Call
 - a. Update on project schedule, budgets, and critical issues
49. Wednesday, August 25, 2021 | 10:00 a.m. | City Hall Budget Review
 - a. Discussion on City Hall budget and alternates to except
50. Thursday, August 26, 2021 | 10:30 a.m. | Santa Fe FF&E and IT/AV Coordination
 - a. Discussion on FF&E items that Santa Fe is responsible for
51. Thursday, August 26, 2021 | 1:00 p.m. | YFAC Programming Mtg
 - a. Weekly discussion of design progress, programming questions and considerations
52. Thursday, August 26, 2021 | 2:30 p.m. | Senior Wellness Center Programming Mtg
 - a. Bi-weekly discussion of design progress, programming questions and considerations
53. Thursday, August 26, 2021 | 4:00 p.m. | YFAC Ad-Hoc Presentation
 - a. Presentation of Design Development and estimate to YFAC ad-hoc
54. Monday, August 30, 2021 | 9:00 a.m. | YFAC Joist and Deck Discussion
 - a. Discussion with GEJ about steel delivery schedules for joist and deck
55. Monday, August 30, 2021 | 10:30 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
56. Monday, August 30, 2021 | 1:00 p.m. | Senior Center VE options with Operator
 - a. Further VE process to be within budget discussed with CON and Healthy Living OKC
57. Monday August 30, 2021 | 3:30 p.m. | FSB/ADG Coordination Mtg
 - a. Meeting to discuss and review upcoming items for YFAC and Senior Wellness Center
58. Tuesday, August 31, 2021 | 8:30 a.m. | North Base Maintenance Complex Update Call
 - a. Weekly discussion of project schedule, budgets, and critical issues
59. Tuesday, August 31, 2021 | 10:00 a.m. | Ruby Grant Park OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
60. Tuesday, August 30, 2021 | 3:00 p.m. | Senior Center VE options with Operator
 - a. Further VE process to be within budget discussed with CON and Healthy Living

Construction Observation Site Visits:

- a. Griffin, Phase 4: 4
- b. Municipal Complex, Development Center: 8
- c. North Base: 10
- d. Ruby Grant: 4

WORK ANTICIPATED THE UPCOMING MONTH (September 2021)

- Griffin Park Ph. 4

Memorandum

To: Jason Olsen, The City of Norman Parks and Recreation
 Re: August 2021 Monthly Report

09.07.2021

Page 4 of 5

ADG Project No. 16-003

- Close out of project
- Central Library
 - Contractor working on open warranty items and leaks.
- Reaves Park
 - Prepare GMP for Council and Construction Schedule
- Ruby Grant Park
 - Close out final completion
- North Base Complex
 - On-site interviews for Davis Bacon compliance
- Indoor Aquatic and Multi-Sport Facility
 - 9/30 Steel and Foundations Package
 - Recurring weekly programming meetings
- Senior Wellness Center
 - Complete Design development VE Process
 - Recurring bi-weekly programming meetings underway
- Municipal Complex
 - Development Center: Construction underway
 - Municipal Courts: CD's underway
 - Building 201: CD's underway
 - FF&E inventory, selection and layout underway
- Continued Development of Standardized Contracts for Use with Architectural, Design, and Construction Consultants

PROJECT STATUS

- East Library
 - a. Schedule: Opening Celebration on July 20, 2018
 - b. Budget: Within budget
 - c. In operation
- Central Library
 - a. Schedule: Warranty work in progress
 - b. Budget: Within budget
 - c. In operation
- Westwood Family Aquatic Center
 - a. Schedule: Opening Celebration on May 26, 2018
 - b. Budget: Final Pay App approved on July 24, 2018
 - c. In operation
- Griffin Park
 - a. Schedule: Phase V upcoming
 - b. Budget: Within budget
 - a. Issues: No known issues
- Reaves Park Phase I
 - a. Schedule: Construction Schedule updated
 - b. Budget: Within budget
 - c. Issues: No known issues
- Westwood Indoor Tennis Facility
 - a. Schedule: Opening Celebration on May 24, 2019
 - b. Budget: Within budget
 - c. In operation: Court paint warranty extended another 12 months from 9.22.2021
- Ruby Grant

Memorandum

09.07.2021

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

Page 5 of 5

Re: August 2021 Monthly Report

ADG Project No. 16-003

- a. Schedule: Phase 2 punch list completion
 - b. Budget: In budget
 - c. Issues: No known issues
- Indoor Aquatic and Multi-Sport Facility
 - a. Schedule: CDs in progress,
 - b. Budget: Design Development estimate in progress
 - c. Issues: No known issues
- Senior Wellness Center
 - a. Schedule: Design development VE process ongoing
 - b. Budget: Budget alignment in progress
 - c. Issues: NRHS Porter Campus Master Plan
- Norman Forward Program Management
 - a. Schedule: Proceeding per Implementation Plan
 - b. Budget: Proceeding per Implementation Plan
 - c. Implementation Plan: Revised/Updated September 30, 2019
 - d. Issues: None

SUBMITTED BY: ADG – Randy W. Hill

FINANCE 3

CITY OF NORMAN

Department of Finance
 Monthly Report – August
 2021

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

Treasury Division:

In the month of August, the Treasury Division processed 40,319 payments in person and over the phone, an increase of 1.3% from last month. Paymentus (the City’s 3rd party processor of online and automated telephone payments) processed 13,419 payments in August, a decrease of -11.6% from last month.

Utility Services Division:

The Meter Reading Division read 41,691 meters. Out of 77 meter reading routes, 33 (43%) were read within the targeted 30-day reading cycle. 60 routes (78%) were read by the 32nd day, and all routes were read by the 35th day. Thirty-one routes were estimated in August.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are below target for the month of August by -3.4%. Revenues from the City’s largest single source of revenue, sales tax, are above target by 17.3% for the year to date and 18.3% above last fiscal year. Following is a summary table regarding General Fund revenues and expenditures to-date.

	FYE 22 Budget To Date	FYE 22 Actual To Date	FYE 21 Actual To Date	FYE 20 Actual To Date
Sales Tax Revenue	\$7,692,951	\$9,027,400	\$7,630,043	\$6,609,245
General Fund Revenue	\$14,782,394	\$14,280,471	\$14,030,802	\$11,832,537
General Fund Expenses	\$15,406,761	\$12,577,703	\$12,662,978	\$19,578,560

Administration Division

	FYE 22		FYE 21	
	August	YTD	August	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	640.00	320.00	640.00
Total Comp Time Available	3.75	8.50	0.00	3.75
Total Overtime Hours	0.25	0.50	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	324.00	649.00	320.00	643.75
Benefit Hours Taken	29.00	79.00	76.00	152.00
TOTAL ACCOUNTABLE STAFF HOURS	295.00	570.00	244.00	491.75
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

ACCOUNTING 3A

Accounting Division

	FYE 22		FYE 21	
	August	YTD	August	YTD
Total Regular Hours Available	960.00	1,920.00	960.00	1,920.00
Total Comp Time Available	5.25	7.25	9.50	12.50
Total Overtime Hours	27.75	67.00	3.00	9.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	993.00	1,994.25	972.50	1,941.50
Benefit Hours Taken	61.50	225.50	89.25	200.00
TOTAL ACCOUNTABLE STAFF HOURS	931.50	1,768.75	883.25	1,741.50
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

CITY REVENUE REPORTS 3B

City Revenue Report

	FYE 22 July	FYE 22 August	
Total Revenue Received (\$)	\$4,412,613	4,412,613	\$4,412,613
Utility Payments - Office (#)	39,798	40,319	(521)
Utility Payments - Office (\$)	\$3,991,032	\$4,524,241	(\$533,209)
Lockbox (#)	11,724	11,999	(275)
Lockbox (\$)	\$1,055,561	\$1,151,714	(\$96,153)
IVR Credit Card (#)	0	0	0
IVR Credit Card (\$)	\$0	\$0	\$0
Click to Gov (#)	0	0	0
Click to Gov (\$)	\$0	\$0	\$0
Paymentus (#)	\$15,183	\$13,419	\$1,764
Paymentus (\$)	\$1,675,033	\$1,583,686	\$91,347
UT Credit Card Payments (#)	.0	0	0
UT Credit Card Payments (\$)	\$0	\$0	\$0
Art Donations (#)	0	0	0
Art Donations (\$)	\$0	\$0	\$0
Bank Draft Payments (#)	10,077	2,261	7,816
Bank Draft Payments (\$)	\$953,999	\$278,114	675,885
Utility Deposits (#)	0	0	0
Utility Deposits (\$)	\$0	\$0	\$0
Fix Payments (#)	0	0	0
Fix Payments (\$)	\$0	\$0	\$0
Processed Return Checks (#)	90	136	(46)
Processed Return Checks (\$)	(\$8,873)	(\$17,949)	\$9,076
Other Revenue Transactions (#)	0	0	0
Other Revenue Received (\$)	\$0	\$0	\$0
Accounts Receivable Payments (\$)	\$45,660	\$185,936	(\$140,276)
Accounts Receivable - Credit Card #	0	0	0
Accounts Receivable - Credit Card \$	\$0	\$0	\$0
Municipal Court - Fines/Bonds (\$)	\$131,087	\$147,139	(\$16,052)
Municipal Court - Credit Card (#)	329	479	(150)
Municipal Court - Credit Card (\$)	\$66,826	\$82,103	(\$15,277)
Municipal Court - C2G (#)	0	0	0
Municipal Court - C2G (\$)	\$0	\$0	\$0
Building Permits Cash Report (\$)	\$271,085	\$391,332	(\$120,247)
Building Permits Credit Card (#)	313	374	(61)
Building Permits Credit Card (\$)	\$190,981	\$255,700	(\$64,719)
Building Permits C2G (#)	0	0	0
Building Permits C2G (\$)	\$0	\$0	\$0
Occupational License - Bldg Insp. (\$)	\$3,861	\$4,639	(\$778)
Occupational License - Bldg Insp. CC (#)	16	15	1
Occupational License - Bldg Insp. CC (\$)	\$2,736	\$2,939	(\$203)
Business License - City Clerk (\$)	\$14,315	\$12,375	\$1,940
Business License - City Clerk CR CD (#)	0	0	0
Business License - City Clerk CR CD (\$)	\$0	\$0	\$0
Convenience Fees - All Payments (#)	0	0	0
Convenience Fees - All Payments (\$)	\$0	\$0	\$0
Bank Drafts Billed (#)	0	0	0
Bank Drafts Billed (\$)	\$0	\$0	\$0
Interdepartmental Billing (#)	0	0	0
Interdepartmental Billing (\$)	\$0	\$0	\$0
Accounts Receivable Billed (\$)	\$145,995	\$377,423	(\$231,428)

Budget Services Division

	FYE 22		FYE 21	
	August	YTD	August	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	640.00	320.00	640.00
Total Comp Time Available	0.00	2.75	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	320.00	642.75	320.00	640.00
Benefit Hours Taken	35.50	123.50	11.00	27.00
TOTAL ACCOUNTABLE STAFF HOURS	284.50	519.25	309.00	613.00
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Treasury Division

	FYE 22		FYE 21	
	August	YTD	August	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	800.00	1,600.00	800.00	1,600.00
Total Comp Time Available	17.00	42.50	16.50	30.50
Total Overtime Hours	54.25	79.25	15.50	31.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	871.25	1,721.75	832.00	1,661.75
Benefit Hours Taken	152.25	226.25	133.00	312.50
TOTAL ACCOUNTABLE STAFF HOURS	719.00	1,495.50	699.00	1,349.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

UTILITY 3C

Utility Division

	FYE 22		FYE 21	
	August	YTD	August	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	2,320.00	4,720.00	2,720.00	5,440.00
Total Comp Time Available	12.75	38.50	66.50	89.75
Total Overtime Hours	113.75	224.75	123.50	154.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	2,446.50	4,983.25	2,910.00	5,684.00
Benefit Hours Taken	353.25	914.25	493.75	1,104.00
TOTAL ACCOUNTABLE STAFF HOURS	2,093.25	4,069.00	2,416.25	4,580.00
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Office Services

	FYE 22		FYE 21	
	August	YTD	August	YTD
PERSONNEL HOURS - FULL TIME				
Total Regular Hours Available	320.00	640.00	320.00	640.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	34.25	76.25	123.25	123.25
Total Bonus Hours	0.00	0.00	0.00	0.00
Total Furlough Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	354.25	716.25	443.25	763.25
Benefit Hours Taken	56.00	112.00	0.00	16.00
TOTAL ACCOUNTABLE STAFF HOURS	298.25	604.25	443.25	747.25
 PERMANENT PART-TIME				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Comp Time Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
Total Bonus Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00
Benefit Hours Taken	0.00	0.00	0.00	0.00
TOTAL ACCOUNTABLE STAFF HOURS	0.00	0.00	0.00	0.00
 TEMPORARY				
Total Regular Hours Available	0.00	0.00	0.00	0.00
Total Overtime Hours	0.00	0.00	0.00	0.00
TOTAL HOURS AVAILABLE	0.00	0.00	0.00	0.00

Drive-up Window and Mail Payments

	FYE 22 August	FYE 22 July
Mail Payments - Lockbox	15,680	15,183
Mail Payments - Office	6	38
Mail Payments - Subtotal	15,686	15,221
Night Deposit	138	147
Click-to-Gov Payments	0	0
Paymentus Payments	11,999	11,724
IVR Payments		0
Without assistance payments - Subtotal	12,137	11,871
Drive-up window & inside counter	2,365	2,427
Credit Card machine payments (swipe)	0	0
Credit Card machine payments (phone)	0	0
With assistance payments - Subtotal	2,365	2,427
Total Payments Processed - Subtotal	30,188	29,519
Bank Draft (ACH) Payments	11,668	10,077
Total Payments (Utility)	41,856	39,596
Total Convenience Fees - all Payments	0	0
Grand Total Payments	41,856	39,596

Traffic Counter at Drive-up Facility

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

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

Meter Reading Division

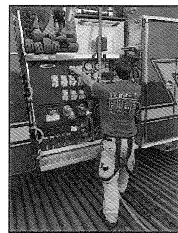
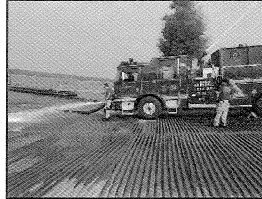
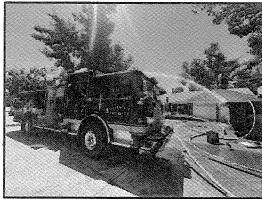
	FYE 22		FYE 21	
	August	YTD	August	YTD
Number of Meters Read	38,288	76,920	33,789	67,632
New Service	1,059	1,985	973	2,125
Request for Termination	1,020	1,934	898	1,988
Delinquent On(s)	181	338	274	275
Delinquent Offs	178	337	385	385
Collect Deposit Tags Hung	0	0	17	34
Collect Deposit Cut Offs	0	0	0	12
Blue Tags	0	0	13	33
Number of Meters Re-read	916	1,684	555	1,189
Meters Cleaned	15	75	101	214
Customer Assists	0	0	77	214
Meters Pulled	0	3	0	0
Meters Re-set	0	0	0	0
Meter Exchanges	34	59	44	121
TOTAL	41,691	83,335	37,126	74,222

Utility Division Activity Report

	FYE 22		FYE 21	
	August	YTD	August	YTD
STATUS REPORT				
Regular Utility Accounts Billed	43,716	87,437	43,240	86,418
New Ons	1,094	2,023	1,280	2,739
Final Accounts Billed	894	1,728	1,019	2,016
TOTAL ACCOUNTS BILLED	45,704	91,188	45,539	91,173

FIRE DEPARTMENT

4



NFD Monthly Progress Report August 2021

Incident Response Type Summary

Incident Type	Total	% of Total
1 - Fire	22	1.41%
2 - Overpressure Rupture, explosion, Overheat - No Fire	0	0.00%
3 - Rescue & emergency	1003	64.09%
4 - Hazardous Conditions (No Fire)	38	2.43%
5 - Service Call	119	7.60%
6 - Good Intent Call	294	18.79%
7 - False Alarm & False Call	75	4.79%
8 - Severe Weather & Natural Disaster	0	0.00%
9 - Special Incident Type	1	0.06%
Incomplete Reports	13	0.83%
Total Incident Count (Unique Calls)	1565	100.00%
Number of Total Unit Responses	1840	

Total Fire Loss \$16,550.00

	Number of First-In Calls	Average Time/Seconds	Average Time/Minutes
Station #1	322	273	0:04:33
Station #2	246	324	0:05:24
Station #3	270	361	0:06:01
Station #4	196	311	0:05:11
Station #5	68	607	0:10:06
Station #6	49	490	0:08:10
Station #7	144	350	0:05:50
Station #8	80	320	0:05:20
Station #9	187	305	0:05:05

Community Outreach

Tours and Special Events	3	VBS, Moms Group, Church Event
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Burn Permits

Burn Permits Issued	167	Total of 15 burn days
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Training

Total Personnel Training Hours	1869	Mgmt/Supvsr, Hazmat, Wildland, Special Healthcare, etc.
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NFD Monthly Progress Report August 2021

Total Calls By Unit

	Total Number of Responses	District 1	District 2	District 3	District 4	District 5	District 6	District 7	District 8	District 9
Chief 301	14	2	4	2		1		3	1	1
Chief 302	11	1	3	2	1			1	3	
Chief 303	17	6	2	1	4			2	2	
Chief 401	7		3	2		1	1			
Chief 402	4							2	2	
Chief 403	11	5	1	2	1	1		1		
Chief 404	5	2			3					
Engine 1	330	311	1	5	2		1	6		4
Brush 1	5	4							1	
Ladder 1	15	10		1	1			2	1	
Engine 2	262	5	241	4	7			3		2
Brush 2	9	1	6		2					
Ladder 2	18	3	8	1	3			2	1	
Engine 3	286	7	4	270		1				4
Engine 4	211		8		198			1	4	
Brush 4	9		3		3				3	
Engine 5	16					16				
Brush 5	69					69				
Engine 6	16	1				1	14			
Brush 6	51	1				2	48			
Rescue 7	1	1								
Squad 7	175	14	5	4	4			143	4	1
Brush 7	2	1							1	
Engine 8	88	1	1		1			5	80	
Brush 8	3	1							2	
Tanker 8	2	1							1	
Engine 9	192	5		3			1	2		181
Brush 9	1									1
EMS1	4	1	1	1				1		
Fire Marshal 2	2		1					1		
Fire Marshal 3	1							1		
Fire Marshal 4	1		1							
Fire Marshal 5	2						1	1		
	1840	384	293	298	230	92	66	177	106	194

**NORMAN FIRE DEPARTMENT
MONTHLY PROGRESS REPORT
August 2021**

FIRE PREVENTION DIVISION ACTIVITIES

Inspections/Plan Review			
Activites	Notes	Number	Staff Hours
Inspections		64	86
Re-Inspections		25	33.5
Total Inspections		89	119.5

Smoke Detector Program			
Activites	Notes	Units	Staff Hours
Smoke Detector Batteries			
Smoke Detectors Installed		17	11.5

Training/Public Education Education			
Activites	Notes	Events	Staff Hours
Training (hours)		19	131.5
Fire Education Classes			

Code Issues/Investigation			
Activites	Notes	Number	Staff Hours
Request for Service (Plan review unscheduled, site inspection burn sites, special events, citizen complaints)			
Code Violation Complaints		54	47.5
Miscellaneous/Special		2	6
Investigative Activities		3	5
Miscellaneous/Special	Attended State Fire Marshal's Assoc. Conference 4 day conference	3	84

**NORMAN FIRE DEPARTMENT
MONTHLY PROGRESS REPORT
August 2021**

Fire Review Coordinator Activities

Activites	Notes	Number	Staff Hours
Building Permits/Development Review Team		33	57
Inspections		40	48
Citizen Calls for Information		8	6
Training and New World - Training/Input	Out of State Training - Investigation, Medical	6	60
Meetings		6	8
Totals		93	179

EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Discipline	Comments: August/2021
Mitigation:	
ADA meeting and emergency plans meeting	August 5 th
Preparedness:	
“ELMER: night with Amateur Radio	Every First Tuesday at Norman Fire Training Center
Amateur License Testing	Every First Thursday at Norman Fire Training Center
Envision Success meeting on Intern	Aug 3 rd
Medical Reserve Call Volunteer Workshop	Aug 7 th
Plan review of new Communications Center	Aug 9 th
State radio check	Each Wednesday morning
Norman Emergency Response Volunteers	Each Thursday evening at NFTC
National Incident Management System Instructor Update workshop	August 25 th
Roundtable discussion on the Citizens Emergency Response Team training and the CERT Youth Camp	August 26 th
Response:	
Norman Second Friday Art Walk	Provided cooling fans for the crowd August 13 th
Recovery:	
DR-4575	The documentation for FEMA has been provided in total and now awaiting the project worksheet from FEMA for review and approval. \$5,172,692.74 Submitted FEMA Share \$3,879,519,56

HUMAN RESOURCES 5

HUMAN RESOURCES
Monthly Report
August 2021

ADMINISTRATION

A. Administrative Support

- Processed Monthly Department Report
- Compiled and distributed August 2021 Employee Newsletter
- Processed invoices and reconciled expense accounts
- Coordinated United Way ePledge Campaign
- Attended/Summarized one (1) negotiation session
 - 1 – IAFF
- Hosted, via Zoom, two Mediation Sessions
 - 2 – AFSCME

BENEFITS

- Conducted one (1) PT, one (1) Re-Hire, and six (6) new employee orientations
- Processed enrollment forms, terminations, and changes to health, life, and supplemental products for general health/dental changes
- Reconciliation of health, dental, and supplemental products
- Continued education of plan documents
- Held approximately three (3) one-on-one meetings with employees to review Explanation of Benefits or coordination of benefits
- Fielded approximately 100 phone calls to discuss benefits and claims
- Preparation for upcoming Flu Shot Clinics
- Preparation for upcoming Annual Blood Drive
- Transparency/No Surprises Act Webinar

PERSONNEL ACTIONS

New Hires – 8

Dept./Div.	Position	Number of Employees
Planning/CDBG	Outreach Housing Liaison	1
Planning/CDBG	Outreach Case Coordinator	1
Utilities/Water Line Maint.	Utility Distribution Worker I	1
Utilities/Sanitation	Sanitation Worker I	2
Police/Patrol	Master Police Officer	1
Parks/Recreation	Recreation Manager	1
City Clerk/Custodial Svs.	Custodian (PPT)	1

Separations – 81

Dept./Div.	Position	Number of Employees
Finance/Treasury	Customer Service Rep I	1
Utilities/Water Treatment	Plant Operator	1
Police/Patrol	Police Sergeant	1
Police/Patrol	Police Officer	3
Fire/Suppression	Firefighter	1

Public Works/Streets	Crew Chief	1	Item 6.
Parks/Recreation	Recreation Leader I (PPT)	3	
Parks/Recreation	Recreation Technician (PPT)	1	
Parks/Westwood Pool	PT Pool Personnel (PT)	69	

Promotions – 6

Dept./Div.	Position	Number of Employees
Finance/Utilities	Meter Service Representative	2
Finance/Utilities	Utility Billing Supervisor	1
Utilities/Env. Svs.	Environmental & Sustainability Mgr.	1
Utilities/Sanitation	Sanitation Worker II	2

SURVEYS

Responded to OML Annual Survey.

RECRUITMENT

Accepted applications for the following positions:

Department/Division	Position
Finance/Treasury	Customer Service Representative I
Finance/Utility Services	Meter Reader
Finance/Utility Services	Utility Billing Specialist
Finance/Utility Services	Utility Billing Supervisor
Information Technology	Systems Support Technician
Parks & Recreation/Facility Maintenance	Custodian (PPT)
Parks & Recreation/Park Maintenance	Administrative Technician III
Parks & Recreation/Park Maintenance	Maintenance Worker I
Parks & Recreation/Park Maintenance	Temporary Laborer (PT)
Parks & Recreation/Recreation	Food and Beverage Technician I (PT)
Parks & Recreation/Recreation	Recreation Center Specialist (PT)
Parks & Recreation/Westwood Family Aquatic Center	Admissions Clerk I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Admissions Clerk II (PT)
Parks & Recreation/Westwood Family Aquatic Center	Assistant Aquatic Manager (PT)
Parks & Recreation/Westwood Family Aquatic Center	Aquatics Facility Maintenance (PT)
Parks & Recreation/Westwood Family Aquatic Center	Concessions Cashier I (PT)
Parks & Recreation/Westwood Family Aquatic Center	Concessions Cashier II (PT)
Parks & Recreation/Westwood Family Aquatic Center	Head Lifeguard (PT)
Parks & Recreation/Westwood Family Aquatic Center	Lifeguard (PT)
Parks & Recreation/Westwood Family Aquatic Center	Slide & Gate Attendant (PT)
Parks & Recreation/Westwood Golf Course	Golf Course Attendant (PT)
Parks & Recreation/Westwood Golf Course	Temporary Laborer (PT)
Planning & Community Dev./CDBG	Emergency Shelter Case Manager (PT)
Planning & Community Dev./Permits	Permit Technician
Police/Animal Welfare	Animal Welfare Technician
Police/Animal Welfare	Shelter Veterinarian
Police/Animal Welfare	Veterinary Technician
Police/Emergency Communications Bureau	Communications Officer I
Police/Emergency Communications Bureau	Communications Officer II
Police/Staff Services	Police Records Clerk
Public Works/Engineering	Construction Manager

Public Works/Fleet	EVT Mechanic II	Item 6.
Public Works/Fleet	EVT Specialist	
Public Works/Fleet	Maintenance Worker I	
Public Works/Stormwater	Maintenance Worker I	
Public Works/Stormwater	Stormwater Program Specialist	
Public Works/Streets	Crew Chief	
Public Works/Traffic	Traffic Line Locator	
Public Works/Transit	Transit Planner and Grants Specialist	
Public Works/Transit	Transit Support Technician (PPT)	
Utilities/Line Maintenance	Utility Distribution Worker I	
Utilities/Sanitation	Compost Facility Attendant	
Utilities/Sanitation	Sanitation Worker I	
Utilities/Sanitation	Sanitation Worker II	
Utilities/Sanitation	Temporary Laborer	
Utilities/Water Treatment Plant	Laboratory Technician	
Utilities/Water Treatment Plant	Plant Operator	
Utilities/Water Treatment Plant	Temporary Laborer (PT)	

Recruitment & Hiring Statistics:

Contacts/Inquiries		Selection Process Elements	
In Person	385	Written Exams	4
Phone	515	Practical Testing/Assment Center	1
Mail	300	Panel Board Interviews	18
Email	250	Promotions	5
Total Subscribers on E-mail Vacancy List	1739	Oral Interviews	10
Total Page Views for HR website	10,408	Hiring/Promotion Board	5

Hiring Statistics		Recruitment Statistics	
Pre-Employment Background Investigations	28	Advertisements Placed	34
Pre-Employment Drug Screens	11	Applications Received	520
Pre-Employment Physicals	11	Job Announcements Emailed	48
Pre-Employment OSBI	14	Job Announcements to CON Depts.	559

TRAINING AND DEVELOPMENT

Conducted training for six (6) new employees on the topics of Customer Service, Workplace Harassment, Workplace Violence, CON Code of Ethics and Conduct, Computer Networks and Communications, IT Acceptable Use and Social Media policies.

The Computer Training Lab was the site for ERP project management for IT and EAM training for various departments.

SAFETY

- Safety material documents were sent to divisions each week
- Conducted DEQ Training for fifty-nine (59) employees (each employee received credits for his/her respective water license certification)
- Conducted one (1) Return to Work Meetings for NWRP
- Conducted two (2) Fitness for Duty Meetings for Police
- Conducted six (6) new employee orientations

Recordable Injuries – 1

Item 6.

Dept./Division	Nature of the Injury	Activity	Prognosis
Police/ Operations	Middle & lower back strain	Injured back during driving test when vehicle hit a berm then a fence	Work restrictions

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

2021	2020	2019	2018	2017	2016
45	57	65	71	59	69

Vehicle Collisions: 0

Division	Description of Collision	Status

Current number of “at fault” Vehicle Collisions per fiscal year:

2022	2021	2020	2019	2018	2017
0	10	3	8	5	17

INFORMATION TECHNOLOGY 6

CITY OF NORMAN

Information Technology Department
Monthly Report – August 2021.

Working projects for the IT Department are as follows:

Project	Description/improvement anticipated	Status
ERP Replacement Project	Process improvements for finance, purchasing, AR/AP, Courts, HR, Payroll, Personnel, and Permits Management through newer technology, software, and business review processes.	In Progress –Project team has completed implementation work on Incode for Municipal Court, Munis for Financials, Advanced Utilities for utility billing, Munis for Payroll, and is currently in the implementation phase and Tyler EAM for Work Orders, as well as Intellitime for Time and Attendance. Munis for HR Module. CityView for Planning and Permits has begun May 2021.
Main Site data center upgrades	Necessary upgrades to current infrastructure are needed to enhance capabilities and continue with power saving and cooling efforts by reducing the amount of physical servers through virtualization.	Ongoing: FYE18 funding of new core switching has been approved and switches have been installed. IT Network staff are in implementation and testing of networking and security appliances Q1 of 2021.
Water tower and mono-pole contract negotiations.	Increased Revenue and compliance for water tower/cellular mono-pole leases. Repair requirements.	Ongoing

Fiber Optic Installation for redundant loop at WTP and EOC	IT and the Utilities Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC in case of lost service from the main connection.	Awaiting Approval possible launch in FYE22
New Building construction support.	The IT Department is involved in all new building construction planning and will be responsible to map our networking infrastructure, building air for network closets, power for equipment and battery backups, network drops, wireless network coverage, hardware installation, and physical moves of staffs computer systems in all building projects (Norman Forward Driven)	In Planning
Main Street Roadway Lighting and Signal Interconnect (Main at Santa Fe, Peters, Crawford, and Porter)	Increase the coverage of traffic signals and the IT Fiber infrastructure which will require IP addresses for viewing in Centracs	In Progress
IT Security training efforts for all network and email users at the City of Norman.	Increase the knowledge and stay current on all new and rapidly changing cyber-attack methods so that the CoN network is protected by every employee who uses the network and email.	Ongoing
Installation of fiber optic cable along 36th Avenue NW from Robinson Street to Main Street with switches at Brookhollow Road, Quail Drive, River Oaks Drive, and a new signal at Havenbrook Street.	Increase the coverage of traffic signals and the IT Fiber infrastructure--will require IP addresses	In Progress

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

Support Tickets:

The IT department tracks work requests with a software package called Spiceworks. **IT Table 1** below represents the number of support tickets closed by the IT Support Staff and those remaining open at the end of August 2021.

Mass Communications:

The following statistics represent email space and resource savings. In the attached table, you will see that 32 emails from the groups shown were sent from city servers using city resources – of those 54,554 were delivered to outside mailboxes for the month of August 2021. The city servers generated mass communications to Norman citizens of 54,554 messages from only 32 sent (see **IT Table 2**).

Email Security Appliance:

The City of Norman's IT Department has an email filter that has enhanced reporting and filtering capabilities that protect the City's systems from malicious attacks from the outside. Email is one of the preferred methods of the delivery of malicious software and viruses. The IT department monitored 338,432 attempted incoming and 104,920 outgoing messages for the month of August 2021. Incoming messages totaling 152,748 were considered Spam or hazardous e-mails by our email-filtering appliance, and were quarantined or filtered (see **IT Table 3**). This number represents nearly 45% of our inbound mail. This percentage continues to be the norm for malicious email/spam. The IT Department has made the decision to block inbound traffic from known malicious countries and we continue to monitor and analyze the situation on a daily basis. Inbound email messages of this nature means increased vulnerabilities and attack vectors into the city. Without the email filter appliance, our email server would have received more mail, which increases the opportunity for entrance of a virus into the network. It also creates waste and decreases valuable storage space. Additionally, the email filter appliance kept city employees from bombardment of a significant amount of spam, phishing, and other types of potentially harmful emails.

Web Site:

The City of Norman's web site is hosted, updated, and maintained by the IT Department. In the month of August 2021, the City of Norman's web site had 101,794 individual web sessions access the web site for 227,571 total page views. Of those sessions, 53,491 were identified as New Users to view content on the City web site (see **IT Table 4**). In July of 2019, the IT Department kicked off a project with Interpersonal Frequency to overhaul the City website. Since its completion in June 2020, the site has reduced and more relevant information as well as the ability to function seamlessly from mobile devices and tablets.

ERP Project Implementation Progress:

The chart below shows the current progress of the ERP Implementation Project. The project began in January of 2018 and is expected to run through the second quarter of 2022. The City Council has approved approximately \$6 Million to replace the outdated software systems that run our daily business operations. Once complete the city will have enhanced automated services and web services for our

citizen base as well as the employees who use and track their daily work with these business systems. The IT Department has completed implementation of Parks and Rec software (Vermont Systems), Municipal Court software (Incode), Finance software (Munis), Utility Billing software (CIS Infinity), and Payroll (Munis). Human Resource Management (HRM), and EAM for Work Orders is our focus for the Months of Feb through July/August 2021. Daily work continues on these systems as well as additional training and configuration on the Utility Billing software. Server installation and configuration for Planning and Community Services (CityView) application began in May of 2021. The COVID-19 pandemic had an adverse effect on the completion of CIS Infinity and the starting of CityView because of vendor resource availability and travel restrictions in Canada (both companies are Harris owned and based in Canada). The final phase of our software upgrades, City View, is expected to be completed by the end of FYE22 or the start of FYE23.

Community / Phase	Legacy	2018												2019												2020												2021											
		Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec
City of Norman Implementation Plan																																																	
Parks & Rec: Vermont	Manual																																																
Municipal Court: Tyler Incode	Custom																																																
Phase 1: Financial Management	HTE																																																
Utility Billing: Advanced Utilities	HTE																																																
Phase 2: EAM: Facilities, Line Maint, Storm water	HTE																																																
Planning and Community Dev.: Cityview	HTE																																																
Phase 3: Human Resource Management	HTE																																																
Time & Attendance: IntelliTime	Manual																																																
Website Re-Design	Custom																																																

Table 1

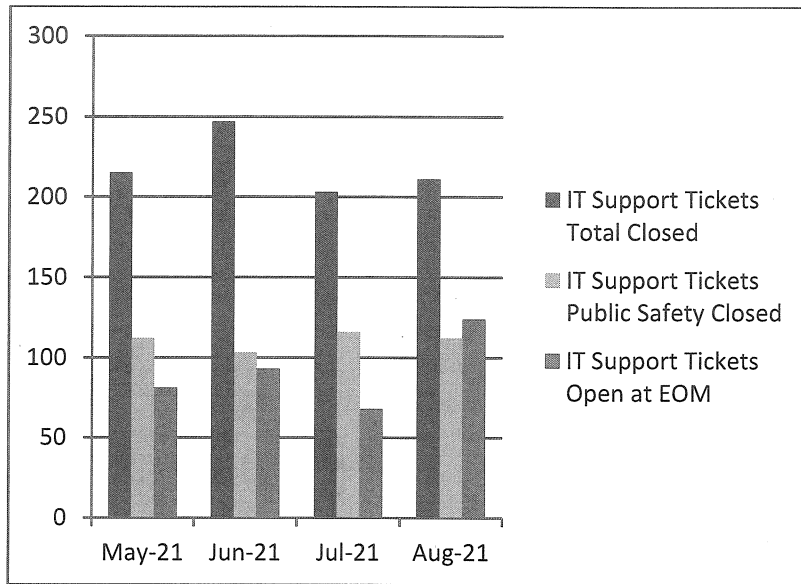


Table 2

July 2021 LIST SERVER REPORT			
Group	Active Members	Mailings	Total Delivered
Affirmative Action Group	16	3	48
Job Posting	1739	4	6956
Norman News	1902	25	47550
Totals	3657	32	54554



Executive Summary

ironport.example.com

01 Aug 2021 00:00 to 31 Aug 2021 23:59 (GMT -05:00) Data in time range: 100.0 % complete

Incoming Mail Graph

Incoming Mail Summary

Message Category	%	Messages
Stopped by Reputation Filtering	41.9%	141,952
Stopped as Invalid Recipients	0.0%	4
Spam Detected	3.1%	10,405
Virus Detected	0.0%	50
Detected by Advanced Malware Protection	0.0%	9
Messages with Malicious URLs	0.0%	54
Stopped by Content Filter	0.1%	274
Stopped by DMARC	2.2%	7,560
S/MIME Verification/Decryption Failed	0.0%	0
Total Threat Messages:	45.1%	152,748
Marketing Messages	19.6%	66,308
Social Networking Messages	1.2%	3,949
Bulk Messages	13.0%	43,923
Total Graymails:	33.7%	114,180
S/MIME Verification/Decryption Successful	0.0%	0
Clean Messages	21.1%	71,504
Total Attempted Messages:		338,432

Outgoing Mail Graph

Outgoing Mail Summary

Message Processing	%	Messages
Spam Detected	0.0%	0
Virus Detected	0.0%	0
Detected by Advanced Malware Protection	0.0%	0
Messages with Malicious URLs	0.0%	0
Stopped by Content Filter	0.1%	74
Stopped by DLP	0.0%	0
Clean Messages	99.9%	104,846
Total Messages Processed:		104,920

Message Delivery	%	Messages
Hard Bounces	2.9%	3,023
Delivered	97.1%	101,862
Total Messages Delivered:		104,885

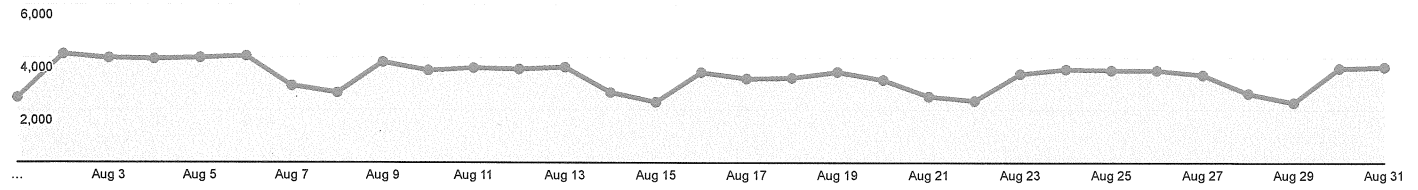
Site Traffic

Aug 1, 2021 - Aug 31, 2021

All Users
100.00% Sessions

Report Tab

Sessions



Day of the month	Sessions	Pages / Session	Pageviews	Users	New Users	Bounce Rate	Avg. Time on Page
	101,794 % of Total: 100.00% (101,794)	2.24 Avg for View: 2.24 (0.00%)	227,571 % of Total: 100.00% (227,571)	64,706 % of Total: 100.00% (64,706)	53,491 % of Total: 100.07% (53,456)	42.88% Avg for View: 42.88% (0.00%)	00:01:34 Avg for View: 00:01:34 (0.00%)
1. 02	4,117 (4.04%)	2.24	9,212 (4.05%)	3,559 (4.03%)	2,162 (4.04%)	39.93%	00:01:30
2. 06	4,052 (3.98%)	2.16	8,733 (3.84%)	3,457 (3.92%)	2,146 (4.01%)	39.02%	00:01:45
3. 05	3,984 (3.91%)	2.16	8,605 (3.78%)	3,434 (3.89%)	2,053 (3.84%)	42.90%	00:01:40
4. 03	3,972 (3.90%)	2.26	8,957 (3.94%)	3,459 (3.92%)	2,097 (3.92%)	41.44%	00:01:36
5. 04	3,936 (3.87%)	2.30	9,070 (3.99%)	3,411 (3.87%)	2,011 (3.76%)	41.82%	00:01:37
6. 09	3,823 (3.76%)	2.26	8,630 (3.79%)	3,245 (3.68%)	1,931 (3.61%)	42.56%	00:01:40
7. 31	3,635 (3.57%)	2.26	8,233 (3.62%)	3,138 (3.56%)	1,887 (3.53%)	39.28%	00:01:33
8. 13	3,629 (3.57%)	2.15	7,788 (3.42%)	3,097 (3.51%)	1,823 (3.41%)	44.12%	00:01:35
9. 11	3,589 (3.53%)	2.21	7,941 (3.49%)	3,083 (3.49%)	1,778 (3.32%)	42.44%	00:01:41
10. 30	3,584 (3.52%)	2.22	7,956 (3.50%)	3,108 (3.52%)	1,907 (3.57%)	41.04%	00:01:39

Rows 1 - 10 of 31

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
August 2021 Report
(Submitted September 10, 2021)

MONTHLY HIGHLIGHTS:

The Legal staff did not receive any notable rulings in August 2021.

LIST OF PENDING CASES:

UNITED STATES COURT OF APPEALS FOR THE TENTH CIRCUIT

UNITED STATES DISTRICT COURT, EASTERN DISTRICT OF NEW YORK

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

UNITED STATES DISTRICT COURT, WESTERN DISTRICT OF OKLAHOMA

Doughty v. CentralSquare Technologies LLC, et al., CJ-2020-451; CIV-2020-451 (K)

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

Harmon, Toby, Shane Dodson, Tammi Dodson v. City of Norman, Jeff Robertson, Case No. 18-6187; CIV-18-688-HE (K)

OKLAHOMA SUPREME COURT / COURT OF CIVIL APPEALS

AMF Development v. City of Norman, et al., CJ-2018-1134; SD 119,677 (K)

Fleske Holding Company LLC v. City of Norman, CV-2018-956; SD 119,649

Kevin Easley v. City of Norman, CV-2012-346; DF-115811 & SD-119536

Golden Tribe LLC v. City of Norman, CV-2018-1142, DF-119107

Magnum Energy, Inc. v. Board of Adjustment for the City of Norman, SD-117912 (M)

COURT OF CRIMINAL APPEALS

None

CLEVELAND COUNTY DISTRICT COURT

A. *General Lawsuits*

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

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

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

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

City v. Stachmus, Aaron & Anglin, Bryson, CJ-2021-445

Easley v. City of Norman, CJ-2015-304 T; Case No. 117292 (Convenience Fee) (K)

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

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

Caleb Fulton v. Loyal Reich, Reich Dozer Services, LLC, City of Norman, Board of County Commissioners of Cleveland County, State of Oklahoma, CJ-2020-797 (K)
Kevin Hahn v. Norman Police Department, City of Norman, CJ-2021-210 (K)
Henderson, et al. v. City of Norman, et al., Case No. CJ-2016-610 (K)
City v. Lonnie Hodges, CV-2020-2922
The Norman Petition Initiative No. 2021-1, Case No. CV-2020-2384 (K)
McCarver v. City of Norman, CJ-2013-128 TS (K)
Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)
Walling v. Norman Regional Health System, et al, CJ-2014-874 (K)

B. *Condemnation Proceedings*

City of Norman v Chastain Oil Company, a Corporation, et al., CV-2015-677 (M)
City of Norman v. West Lindsey Center Investors, LLC, et al., CV-2015-671 (M)
City of Norman v. Tietsort Revocable Trust, et al., CJ-2013-775 (M)
City of Norman v Apex Properties, LLC, et al., CJ-2021-221 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.
City of Norman v Ramchender Pulijala, et al., CJ-2021-222 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.
City of Norman v. David W. Little, et al., CJ-2021-223 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.
City of Norman v. Michael W. Griffith, et al., CJ-2021-224 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.
City of Norman v. Bradley C. Conley, et al., CJ-2021-225 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.
City of Norman v. CHC Land, LLC et al., CJ-2021-226 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.
City of Norman v. The Uplands Development Co., LLC, et al., CJ-2021-227 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.
City of Norman v. Hallbrooke Development Group One, LLC, et al., CJ-2021-228 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.
City of Norman v. Gregory Rushing, et al., CJ-2021-229 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.
City of Norman v. Ronald A. Ashley, et al., CJ-2021-337 (M): Commissioners' Report filed on July 22, 2021, and award funds deposited with Court on 8/3/21.

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

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

D. Municipal Court Appeals

E. Small Claims Court

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

F. Board of Adjustment Appeals

LABOR / ADMINISTRATIVE PROCEEDINGS

A. Grievance & Arbitration Proceedings (K)

This office has assisted with the following grievances:

- AFSCME Grievance FYE 21-02 - (COVID-19 Leave)
- AFSCME Grievance FYE 21-05 – (Brooks & Stephens)
- AFSCME Grievance FYE 21-06 – (Parks HEOs and MWIIIs)

- IAFF Grievance FYE 21 – (Smith – Improper Compensation)
- IAFF Grievance FYE 22 – (Battalion Chief)
- IAFF Grievance FYE 22 – (Intellitime)
- IAFF Grievance FYE 22 – (Chris Koscinski Termination for Disability)

This grievance arises out of former Firefighter Chris Koscinski’s termination for disability. Under the IAFF Contract and state law, firefighters who suffer an on the job injury and are unable to return to their regularly assigned duties after 6 months may be terminated for disability. They may then pursue a disability retirement with the Oklahoma Firefighters Pension and Retirement System.

B. Equal Employment Opportunity Commission (EEOC)

None

C. Contested Unemployment Claims (OESC)

None

MUNICIPAL COURT PROSECUTIONS

This chart represents the cases prosecuted by the City Attorney’s Office in the Municipal Criminal Court through August 2021. The chart does not represent those cases disposed of prior to Court through actions of the City Attorney and the Court.

Month	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
	FYE 20	FYE 21	FYE 22	FYE 20	FYE 21	FYE 22	FYE 20	FYE 21	FYE 22
JULY	640	545	*275	35	23	11	15	16	7

	<u>ADULT CASES</u>			<u>JUVENILE CASES</u>			<u>COURT SESSIONS</u>		
AUG	683	444	236	10	11	9	15	14	5
SEPT	497	520		17	10		14	13	
OCT	581	325		23	4		18	7	
NOV	390	259		9	0		11	6	
DEC	444	279		25	6		12	7	
JAN	522	134		32	3		15	0	
FEB	597	178		22	1		13	0	
MAR	420	270		22	6		7	5	
APR	104	420		0	6		0	13	
MAY	137	507		2	10		0	13	
JUNE	528	422		25	0		9	11	
TOTALS / YTD	5,543	4,303	511	222	80	20	129	105	12

* Correction

WORKERS' COMPENSATION COURT

The total number cases pending as of August 2021 are 17. During the month of August, there were five new workers compensation cases filed. There were no court orders/settlements received for consideration. The remaining cases are proceeding in active litigation in the Oklahoma Workers' Compensation Commission. The current breakdown of pending Workers' Compensation cases by work area have been reviewed and updated for accuracy is as follows:

DEPARTMENT	DIVISION	PENDING CASES	FYE 22 CASES	FYE21 CASES	FYE20 CASES	FYE19 CASES
Fire	Suppression	3	1	2	2	4
Parks/Rec.	Park Maintenance	1				1
Parks/Rec	Westwood Pool	1	1			
Planning	Development Services					
Police	Animal Welfare	3		2	1	
Police	Patrol	7	3	1	2	1
Police	Administration					
Public Works	Street Maintenance	1		1	1	3
Public Works	Vehicle Maintenance					
Public Works	Storm Water					
Utilities	Line Maintenance	1			1	
Utilities	Sanitation					
TOTALS		17	5	6	7	9

List of Pending Cases

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

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

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

Legal – August 2021 Monthly Report
 September 10, 2021
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(Police, Animal Welfare, Animal Welfare Officer, R. Ankle, Mid/Low Back)
Amason, Amber v. City of Norman, WCC 2012-12306 K
 (Police, Patrol, MPO, Intestinal/Parasite/Infection)
Baskeyfield, Henry L. v. City of Norman, CM-2020-03971 A
 (Police/Animal Control/AWO, Low Back)
Clement, Stacey v. City of Norman, CM-2020-04580 R
 (Police, Investigations/Captain, Head, Face, Neck, Back, Both Shoulders, Arms, Hands, Legs)
Crews, William “Will” Bryan v. City of Norman, CM-2021-04764 A
 (Police, Patrol, Sergeant, Neck, L Shldr., L. Arm, L. Hand)
Crews, William “Will” Bryan v. City of Norman, CM-2021-04762 Q
 (Police, Patrol, Sergeant, Back, Neck, L. Shldr, L. Arm, L. Hand)
Crews, William “Will” Bryan v. City of Norman, CM-2021-04763 X
 (Police, Patrol, Sergeant, Back, Neck, Both Shldrs., Both Arms, Both Hands)
Harris, Reagan v. City of Norman, CM-04817 K
 (P&R, Westwood Pool, Life Guard, L. Wrist)
Kizzia, Derrald v. City of Norman, WCC 2014-06995 K
 (Parks & Rec, Park Maintenance, HEO, R. Knee/Reopen Request)
Koscinski, Christopher v. City of Norman, CM-2020-06955 J
 (Fire, Suppression, Firefighter, R. Shoulder, R. Arm)
Koscinski, Christopher v. City of Norman, CM-2021-04927 L
 (Fire, Suppression, Firefighter, Back)
Landrum, Sean v. City of Norman, CM-2019-05618 L
 (Utilities, Water Maintenance, Utility Distribution Worker II, Head, Headaches, Face, Jaw, Teeth, Tongue, Neck, and R. Shoulder)
Mosley, Kent v. City of Norman, CM-2020-00585 X
 (Police, Patrol, Sergeant (Mid & Low Back, Radicular Pain Down L. & R. Leg, R. Big Toe, R. & L. Buttocks)
Robertson, Kellee v. City of Norman, WCC 2010-13896 F
 (Police, Narcotics, MPO, Respiratory System/Lungs, Circulatory System Organs of the Body and Whole Person)
Wilkins, Levi v. City of Norman, CM-2019-05323 X
 (Fire, Suppression, Fire Driver Engineer, BAW, Cancer)
Younts, Jerry Wayne v. City of Norman, CM-2020-06911 F
 (Public Works/Street Maintenance/HEO, L Shoulder, Neck)

TORT CLAIMS

The following is a breakdown of the Tort Claims activity through August 2021.

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

CURRENT CLAIM STATUS	FYE 22 TO DATE	FYE 21	FYE 20	FYE 19
Claims Filed	8	63	71	56
Claims Open and Under Consideration	5	5	0	0
Claims Not Accepted Under Statute/Other	1	10	11	8
Claims Paid Administratively	1	10	13	10
Claims Paid Through Council Approval	0	6	14	12
Claims Resulting in a Lawsuit for FY	0	1	1	4
Claims Barred by Statute (No Further Action Allowed)	0	21	32	22
Claims in Denied Status (Still Subject to Lawsuit)	1	10	0	0

MUNICIPAL COURT 8

**MUNICIPAL COURT
MONTHLY REPORT
AUGUST - FY '22**

CASES FILED

	<u>FY22</u>		<u>FY21</u>	
	<u>AUGUST</u>	<u>Y-T-D</u>	<u>AUGUST</u>	<u>Y-T-D</u>
Traffic	381	719	904	1599
Non-Traffic	218	365	294	715
SUB TOTAL	599	1,084	1,198	2,314
Parking	735	1091	579	761
GRAND TOTAL	1,334	2,175	1,777	3,075

CASES DISPOSED

	<u>FY22</u>		<u>FY21</u>	
	<u>AUGUST</u>	<u>Y-T-D</u>	<u>AUGUST</u>	<u>Y-T-D</u>
Traffic	359	778	1080	2139
Non-Traffic	127	325	267	573
SUB TOTAL	486	1,103	1,347	2,712
Parking	802	1216	339	459
GRAND TOTAL	1,288	2,319	1,686	3,171

REVENUE

	<u>FY22</u>		<u>FY21</u>	
	<u>AUGUST</u>	<u>Y-T-D</u>	<u>AUGUST</u>	<u>Y-T-D</u>
Traffic	\$ 44,677.20	\$ 100,980.73	\$ 102,814.64	\$ 199,828.18
Non-Traffic	\$ 20,091.19	\$ 45,441.02	\$ 23,963.00	\$ 50,840.23
SUB TOTAL	\$ 64,768.39	\$ 146,421.75	\$ 126,777.64	\$ 250,668.41
Parking	\$ 22,462.50	\$ 33,862.50	\$ 7,200.00	\$ 9,815.00
GRAND TOTAL	\$ 87,230.89	\$ 180,284.25	\$ 133,977.64	\$ 260,483.41

MUNICIPAL COURT - MONTHLY REPORT
August 2021

JUVENILE COMMUNITY SERVICE PROGRAM

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

MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 38 new cases and closed 33 cases during the month of August 2021. 4 Mediations were held.

PARKS AND RECREATION 9

Park Planning Activities August 2021

NORMAN FORWARD Ruby Grant Park:

Crossland Construction is working to finish work on construction of the parking lot addition at the dog park/disc golf lot. Items completed in August included finishing the asphalt installation, and installation of the lot lighting, and striping. Lastly, they will grade the area around the work area for final sod, as weather permits. Also, benches were placed in all areas of the dog park; and we are working with a contractor, who will be installing the shade structure in the north section of the dog park to schedule that work in September. We are also working to make repairs to washed-out areas of the Foster Walking Trail in the park by improving the drainage and converting steeply sloped sections to concrete, now that we have had almost a year of use on the park



NORMAN FORWARD Youth Football Fields:



Crossland Construction is working on final punch list items for the work they have done to complete construction in the northwest corner of Ruby Grant Park that will serve as the youth football league practice fields. This site was chosen for the football fields by the Ad-hoc Committee for that NORMAN FORWARD Project after the vote for additional funding for the project was not approved by voters last October. The modified project scope has

resulted in those fields being built at Ruby Grant Park, instead of at a separate park site. The completed project will include 5 practice fields, an expanded parking lot off of the original north lot for the Ruby Grant Memorial Pavilion off Franklin Road, an additional 1/3 mile of walking trails around the new practice fields and a new restroom building adjacent to the fields and parking lot. We will coordinate an official opening of these fields once all punch-list items are completed in September.

NORMAN FORWARD Reaves Park:

After opening bids last in July for the work for the Reaves Park NORMAN FORWARD project, we met with our Construction Manager (FLINTCO) and Program Manager (ADG) to evaluate the bids. We decided to re-bid some sections of the work where we only received one bid; and that bid was enough over-budget to merit a re-bid to get more competition for the work. We are also working to get final price quotes for some other items that fall below the formal bid limit. Once all final bids are received later this month, we will bring forward a Guaranteed Maximum Price for all of the work and then plan to begin construction in the late summer/fall.

NORMAN FORWARD Saxon Park:

We met with our design team in August to review the schematic design and cost estimate to do additional work at the park to build a Native Celebration Grounds complex in addition to the work we are doing to build the original park design as part of the NORMAN FORWARD program. We have been meeting regularly this year with representatives from 8 different tribal nations with distinct presence in this area to gain insight into the things that would make this a first-class facility for Norman, the state of Oklahoma and this entire region of the country. We will take the design and estimate to a meeting with decision makers for the tribes in the coming weeks to discuss how we

can partner together to fund and implement the plan in the most efficient way possible. The NORMAN FORWARD project for Saxon Community Park will provide for the development of additional roadway and parking, community playground space, restroom facilities, park signage, improved landscaping and lighting and construction of large stone & timber pavilions, as was presented when citizens approved the project funding in 2015. The addition of the Native Grounds will make this Southeast Norman park one of the most unique and important spaces in our park system, once completed.

Creekside Bike Park:

Crews from Progressive Bike Ramps were in town last month to make additions and improvements to the park. The jump zone was re-built and expanded significantly to add a pro line and fine tune some jump angles and ramp placements along the beginner and intermediate lines. We are also going through the other areas of the park with our maintenance staff and local Oklahoma Earth Bike Fellowship members to get better training on regular maintenance for the Technical Skills area and Drop Zone area. We will work with a local company to hydro-seed the disturbed, bare areas around the re-builds to help establish grass and prevent erosion once the work is done on the improvements. The park has been heavily used since its opening in 2019.



Moore-Lindsey Historical House Museum:

Crews are working to make all final replacements to the storm windows, any interior windows and the two stained glass windows on the main house which were damaged by the hail storm earlier this year. The two stained glass windows received minor damage; and will be repaired off-site by a specialist and returned for re-installation, once done. We are also working to get the bid packet put together to replace the wood shingle roof on the main house and the asphalt shingle roof on the carriage house with new wood shingle roofs on both structures. Once these projects are complete, we will address the exterior paint on both structures, which needs to be re-done as soon as budgets allow.

AUGUST 2021
RECREATION DIVISION
MONTHLY REPORT

Senior Center: On Tuesday, August 10, 17 patrons attended a day trip to the National Cowboy and Western Heritage Museum. Shortly thereafter, three patrons who attended the day trip tested positive for COVID-19. Those individuals have recovered and are doing well after being quarantined. On Friday, August 20, the Norman Senior Center hosted its Grill and Games Outdoor Event on Friday. Once again, patrons enjoyed music, games, fellowship, and free hamburgers and hot dogs. On Wednesday, August 25, patrons enjoyed another round of Bingo was hosted by Coyote Insurance.

Little Axe Community Center: The Little Axe Community Center pantry distribution continued this month and serves families of the Little Axe Community. The Head Start program began this month and was very successful. The Little Axe Community Center is still offering library services and continues to see an increase in usage. Meals On Wheels is a huge success and continues to see rapid growth.

12th Avenue Recreation Center: The 12th Avenue Recreation concluded the summer camp program with an Olympic themed spirit week. The spirit week included days for sports teams, favorite countries, and a fancy day for the closing ceremonies where every camper was award a medal for being the amazing kid they are. The Center held an End of Summer Camp for the last week of summer before Norman Public Schools began the school year. The camp reached maximum registration with 35 campers. The Afterschool Program began in late August. The fee for this program has been lowered to \$40 a week per child. This is to provide a service to the community and ensure families more opportunities to have quality afterschool childcare in Norman.

Irving Recreation Center: The Irving Explorer Camp for summer 2021 ended this month. The last week of summer camp was themed "Up, Up & Away". Campers enjoyed activities themed around flight including field trips to the Sooner Flight Academy and iFly Indoor Skydiving. Also parents, grandparents, etc. were invited out on the last day of camp for our annual Camp Family Day! Lunch was provided to all in attendance courtesy of The Meating Place food truck. An August "Move with the Mayor" Tai Chi activity was held at Irving on Saturday, August 7th. The activity was led by Tai Chi instructors Cho and Rocie Petchprom. The Irving-After School Program for school year 2021-22 started this month. The program is open to youth in grades K-5th grade from Kennedy, Washington, Reagan, Lincoln and Le Monde International. It is also open to 6th grade students from Irving Middle School. Irving hosted a Parent's Night Out event this month. Youth enjoyed games, crafts, pizza and other fun activities throughout the night.

Whittier Recreation Center:

The Whittier Discovery Camp concluded on August 13th and was extended due to a high volume of care needed. Junior Jammer Basketball fall 2021 league remained open this month and is coed for player's ages 5-13 years old. Teams will play games at the Whittier and Irving Recreational Centers once a week beginning in October. This league will have a post-season tournament and will end by Thanksgiving Break. Participants can enroll online at www.juniorjammer.com, call the Whittier Recreation to enroll over the phone or visit the Center to enroll in person. There are scholarships available to those who qualify. The after school program began on August 19th and is offered to students who attend the following schools: Jackson, Cleveland, and Monroe Elementary Schools, Truman Primary and Truman Elementary and now including McKinley and Roosevelt Elementary schools. The program runs daily when school is in session from 3:00-6:00 p.m. The students are bussed to the Whittier Recreation Center from their respective schools to be greeted daily by the Rec Center staff. The City of Norman Parks & Recreation Department has officially become a licensed DHS Community Hope Center and now accepts DHS subsidy payments. The program is currently full with 30 students and there is a current waiting list.

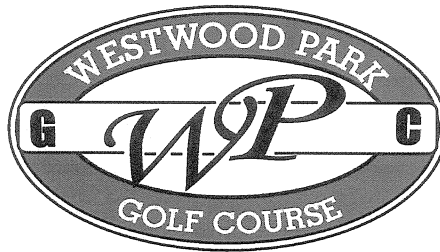
FACILITY ATTENDANCE:	Month	Year to Date
Senior Center (includes congregate meals)	873	1,798
Little Axe Community Center	69	144
12th Avenue Recreation Center	868	1,892
Irving Recreation Center	634	1,262
Whittier Recreation Center	255	755
Reaves Center	300	600
Tennis Center	3,038	6,882

**AUGUST 2021
PARK MAINTENANCE DIVISION**

Park Maintenance crews performed routine trash removal, restroom and shelter cleaning, landscape bed maintenance and mowing in City parks.

SAFETY REPORT	FYE-22MTD	FYE-22YTD		FYE-21MTD	FYE-21YTD
On-The-Job Injuries	0	0		1	1
Vehicle Accidents	0	0		0	0
Employee responsible	0	0		0	0
ROUTINE ACTIVITIES	Total Man	Hours YEAR-TO-DATE		Total Man	Hours YEAR-TO-DATE
Mowing	89.50	235.00		105.00	186.00
Trim Mowing	593.50	1534.50		801.00	1805.50
Chemical Spraying	116.00	159.00		40.00	89.00
Fertilization	0.00	0.00		0.00	0.00
Tree Planting	0.00	0.00		0.00	1.00
Tree & Stump Removal	3.00	3.00		2.00	2.00
Tree Trimming/Limb Pick-Up	115.00	139.00		150.00	315.00
Restroom/Trash Maintenance	8.00	8.00		327.00	552.00
Play Equipment Maintenance	0.00	64.00		107.00	107.00
Sprinkler Maintenance	21.00	137.00		4.00	58.00
Watering	0.00	0.00		0.00	0.00
Grounds/Building Maintenance	0.00	0.00		5.00	71.00
Painting	0.00	0.00		0.00	0.00
Planning Design	51.50	70.50		0.00	0.00
Park Development	0.00	0.00		0.00	0.00
Special Projects	3.00	3.00		56.00	56.00
Nursery Maintenance	0.00	0.00		0.00	0.00
Flower/Shrub Bed Maintenance	123.00	216.00		4.00	158.00
Seeding/Sodding	5.00	13.00		0.00	0.00
Ballfield Maintenance/Marking	0.00	0.00		0.00	0.00
Fence Repairs	0.00	0.00		7.00	7.00
Equipment Repairs/Maintenance	16.00	24.00		180.50	370.00
Material Pick-Up	0.00	0.00		16.75	27.00
Miscellaneous	0.00	0.00		83.00	150.00
Shop Time	86.00	205.00		7.00	43.00
Snow/Ice Removal	191.50	219.00		0.00	0.00
Christmas Lights	0.00	0.00		0.00	0.00
Close to Home Fishing	0.00	0.00		0.00	0.00
Forestry	140.00	210.00		24.00	24.00
Graffiti Clean-Up	55.00	236.75		0.00	0.00
Water Fountains	62.00	94.00		0.00	0.00
Inground Trash	0.00	0.00		0.00	0.00
Vector Control	0.00	8.00		128.00	128.00

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A



AUGUST 2021

Westwood Golf Course Division Monthly Progress Report

ACTIVITY	AUG FYE'22	AUG FYE'21
Regular Green Fees	782	834
Senior Green Fees	424	441
Junior Fees	254	176
School Fees (high school golf team players)	9	0
Advanced Fees (high school golf team pre-pay)	0	0
Annual Fees (Regular, Senior & Junior Members)	798	836
Employee Comp Rounds	403	455
Golf Passport Rounds	0	0
9-Hole Green Fee	148	337
2:00 Fees	188	172
4:00 Fees	370	216
Dusk Fees or 6:00 Fees	144	116
PGA Comp Rounds	6	5
*Rainchecks (not counted in total round count)	31	20
Misc Promo Fees (birthday, players cards, OU student)	676	1388
Green Fee Adjustments (fee difference on rainchecks)	5	7
Total Rounds (*not included in total round count)	4207	4983
% change from FY '20	-15.57%	
Range Tokens	4158	5931
% change from FY '20	-29.89%	
18 - Hole Carts	206	205
9 - Hole Carts	88	80
½ / 18 - Hole Carts	1541	1952
½ / 9 - Hole Carts	509	507
Total Carts	2344	2744
% change from FY '20	-14.58%	
18 - Hole Trail Fees	1	0
9 - Hole Trail Fees	0	1
18 - Hole Senior Trail Fees	1	3
9-Hole Senior Trail Fees	5	6
Total Trail Fees	7	10
% change from FY '20	-30.00%	
TOTAL REVENUE	\$134,291.37	\$160,680.04
% change from FY '20	-16.42%	

**AUGUST 2021
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT**

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

FINANCIAL INFORMATION

	FYE 2022 MTD	FYE 2022 YTD	FY 2021 MTD	FYE 2022 YTD
Green Fees	\$60,813.80	\$133,029.24	\$73,469.53	\$140,279.19
Driving Range	\$15,065.72	\$29,815.55	\$22,631.41	\$39,448.98
Cart Rental	\$37,770.33	\$74,490.94	\$44,216.39	\$81,690.39
Restaurant	\$20,480.94	\$47,660.99	\$20,043.91	\$42,126.01
Insufficient Check Charge	\$0.00	\$0.00	\$158.91	\$158.91
Interest Earnings	\$160.58	\$266.99	\$159.89	\$319.78
TOTAL INCOME	\$134,291.37	\$285,263.71	\$160,680.04	\$304,023.26
Expenditures	\$142,883.76	\$255,381.17	\$75,269.27	\$192,209.42
Income vs Expenditures	(\$8,592.39)	\$29,882.54	\$85,410.77	\$111,813.84
Rounds of Golf	4093	8186	4983	4623

We continue to sand topdress greens weekly. The golfers are starting to comment on the firmness and speed of the greens. Conditioning quality is presently at a 75% rating with much room for improvement going forward. Nutsedge and Kyllinga are the fairways weeds that we have turned our attention toward. The first application of herbicide was made last week and was effective. The more irrigation evaluation that's done, the more problems that are uncovered. We are constantly making improvements and significant progress. As the growing season slows in October and November, we will be turning our attention toward drainage and water movement in the waterways. Redirecting water toward irrigation holding ponds is the priority. (#3, 4, 11, 14, 15, 17) Tee work and sodding was completed on #16 Mens tee area.

AUGUST 2021
WESTWOOD POOL
MONTHLY REPORT

FINANCIAL INFORMATION

	FY2022 MTD	FY2022 YTD	FY2021 TOTAL
Swim Pool Passes	\$60.00	\$1,810.00	\$191,747.00
Swim Pool Gate Admission	\$34,854.00	\$183,727.00	\$284,993.00
Swim Lesson Fees	-\$75.00	\$3,406.00	\$33,547.50
Pool Rental	\$1,803.00	\$20,106.00	\$28,128.00
Locker Fees	\$0.00	\$0.00	\$0.00
Pool Classes	\$0.00	\$910.00	\$6,495.22
Pool Merchandise Sales	\$0.00	\$0.00	\$0.00
Concessions	\$22,350.62	\$93,184.64	\$127,066.89
TOTAL INCOME	\$58,992.62	\$303,143.64	\$671,977.61
Expenditures	\$95,973.21	\$256,225.09	\$624,044.12
Income verses Expenditures	(\$36,980.59)	\$46,918.55	\$84,856.65

ATTENDANCE INFORMATION

	Season to Date Aug FYE 2022	2021 YTD May 2020 - Oct 2020	2020 YTD May 2019-Oct 2019
a. Pool Attendance	10,200	43,187	68,202
b. Adult Lap Swim Morning/Night	665	581	282
c. Water Walkers	1,697	2,990	1,607
d. Toddler Time	1,890	2,723	2,314
e. Water Fitness	602		
f. Swim Team	1750	1,221	3,167
g. Scuba Rentals	16		
h. Scuba Participants	34		
i. Swim Lessons	190	579	1,214
j. Private Swim Lessons	2		
g. Movie Night/Special Events	228	0	3,391
h. Party / Rentals	32	91	323
TOTAL ATTENDANCE	17,306	51,372	80,500

FACILITY MAINTENANCE 9B

**City of Norman Facility Maintenance
August 2021 Monthly Hourly Materials Cost Report**

Location	Labor Hrs	Labor Cost	Materials Cost	Total
Misc	0.00	\$0.00	\$1,099.86	\$1,099.86
Total	0.00	\$0.00	\$1,099.86	\$1,099.86
Electrical				
Facility Maint	20.00	\$651.26	\$191.79	\$843.05
City Hall	18.00	\$582.07	\$0.00	\$582.07
Bldg A	11.00	\$351.97	\$0.00	\$351.97
Bldg B	16.00	\$514.15	\$5.29	\$519.44
Bldg C	7.00	\$228.83	\$0.00	\$228.83
Library	20.00	\$653.80	\$0.00	\$653.80
Shooting Range	3.00	\$94.26	\$0.00	\$94.26
Fire Stations	42.00	\$1,319.64	\$106.80	\$1,426.44
Parks	50.00	\$1,609.10	\$656.09	\$2,265.19
Rec Centers	10.00	\$324.36	\$281.99	\$606.35
Senior Center	12.00	\$382.12	\$0.00	\$382.10
Firehouse Art	2.00	\$62.84	\$0.00	\$62.84
WW Golf	3.00	\$94.26	\$37.79	\$132.05
WW Tennis	2.00	\$62.84	\$196.00	\$258.84
Traffic	18.00	\$565.56	\$0.00	\$565.56
Sanitation	4.00	\$125.68	\$0.00	\$125.68
Fleet	7.00	\$219.94	\$0.00	\$219.94
Streets	22.00	\$691.24	\$0.00	\$691.24
WRF	4.00	\$125.68	\$0.00	\$125.68
Total	271.00	\$8,662.60	\$1,475.75	\$10,138.35

**City of Norman Facility Maintenance
August 2021 Monthly Hourly Materials Cost Report**

HVAC

Facility Maint	10.00	\$326.90	\$1,268.53	\$1,595.43
City Hall	16.00	\$508.40	\$540.00	\$1,048.40
Bldg A	8.00	\$261.52	\$0.00	\$261.52
Bldg B	14.00	\$457.66	\$0.00	\$457.66
Bldg C	12.00	\$377.64	\$0.00	\$377.64
Library	12.00	\$363.00	\$828.06	\$1,191.06
NIC	22.00	\$682.58	\$3,066.56	\$3,749.14
Animal Welfare	8.00	\$246.89	\$0.00	\$246.89
Fire Stations	16.00	\$515.72	\$0.00	\$515.72
Park Maintenance	4.00	\$130.76	\$0.00	\$130.76
Parks	14.00	\$450.34	\$40.26	\$490.60
Rec Centers	28.00	\$856.76	\$0.00	\$856.76
Senior Center	4.00	\$116.12	\$0.00	\$116.16
Sooner Theater	2.00	\$58.06	\$0.00	\$58.08
Train Depot	4.00	\$130.76	\$0.00	\$130.76
WW Tennis	4.00	\$130.76	\$0.00	\$130.76
Traffic	2.00	\$58.06	\$0.00	\$58.06
Sanitation	2.00	\$58.06	\$0.00	\$58.06
Fleet	4.00	\$130.76	\$0.00	\$130.76
Streets	4.00	\$116.12	\$0.00	\$116.12
Stormwater	4.00	\$116.12	\$0.00	\$116.12
WTP	8.00	\$246.88	\$0.00	\$246.88
WRF	10.00	\$304.94	\$0.00	\$304.94
Total	212.00	\$6,644.81	\$5,743.41	\$12,388.22

**City of Norman Facility Maintenance
August 2021 Monthly Hourly Materials Cost Report**

Plumbing						
Facility Maint	30.00	\$1,004.10	\$30.92	\$1,035.02		
City Hall	1.00	\$33.47	\$0.00	\$33.47		
Bldg A	3.00	\$100.41	\$0.00	\$100.41		
Bldg B	2.00	\$66.94	\$0.00	\$66.94		
Bldg C	4.00	\$133.88	\$0.00	\$133.88		
Bldg D	7.00	\$234.29	\$0.00	\$234.29		
Library	19.00	\$635.93	\$0.00	\$635.93		
NIC	3.00	\$100.41	\$0.00	\$100.41		
Animal Welfare	1.00	\$33.47	\$0.00	\$33.47		
Pistol Range	1.00	\$33.47	\$0.00	\$33.47		
Fire Stations	5.00	\$167.35	\$0.00	\$167.35		
Park Maint.	1.00	\$33.47	\$19.57	\$53.04		
Parks	25.00	\$836.75	\$21.65	\$858.40		
Rec Centers	13.00	\$435.11	\$79.35	\$514.46		
Senior Center	4.00	\$133.88	\$13.98	\$147.86		
WW Golf	1.00	\$33.47	\$0.00	\$33.47		
WW Pool	2.00	\$66.94	\$0.00	\$66.94		
Sanitation	8.00	\$267.76	\$0.00	\$267.76		
Line Maint	3.00	\$100.41	\$0.00	\$100.41		
Fleet	2.00	\$66.94	\$0.00	\$66.94		
Total	135.00	\$4,518.45	\$165.47	\$4,683.92		

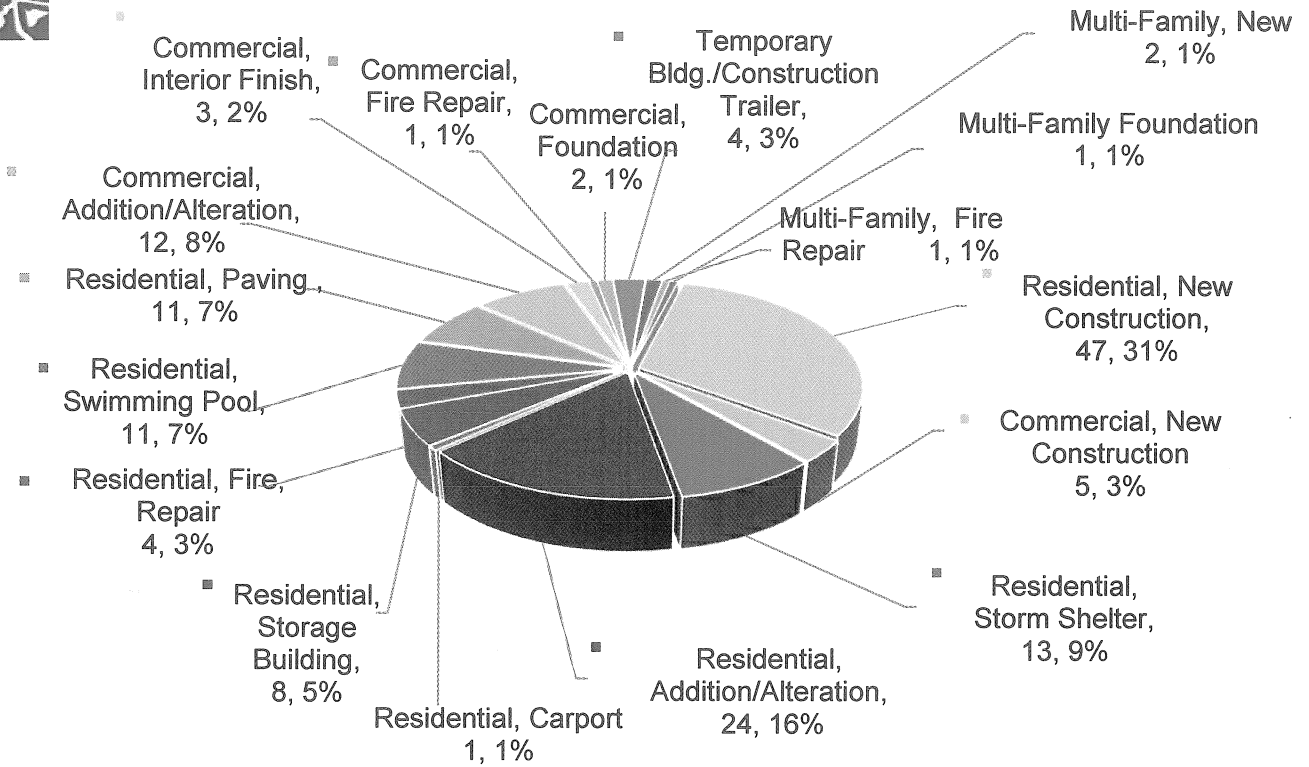
**City of Norman Facility Maintenance
August 2021 Monthly Hourly Materials Cost Report**

Custodial						
	Facility Maint.	0.00	\$0.00	\$193.91	\$193.91	
	City Hall	147.00	\$2,549.07	\$541.63	\$3,090.70	
	Bldg A	147.00	\$549.07	\$620.38	\$3,169.45	
	Bldg B	212.00	\$3,498.72	\$541.63	\$4,040.35	
	Bldg C	147.00	\$2,549.07	\$541.63	\$3,090.70	
	Fire Stations	8.00	\$195.92	\$2,268.01	\$2,463.93	
	Library	8.00	\$195.92	\$956.89	\$1,152.81	
	Total	669.00	\$11,537.77	\$5,663.48	\$17,201.25	
	Total	1287.00	\$31,363.63	\$14,147.97	\$45,511.60	

PLANNING AND COMMUNITY DEVELOPMENT 10



CITY OF NORMAN DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY AUGUST 2021 REPORT



Permit Type	Count	Valuation
Residential, New Construction	47	\$ 15,147,923
Residential Duplex, New Construction	0	\$ -
Residential, New Manufactured Home	0	\$ -
Commercial, New Construction	5	\$ 4,471,500
Commercial, Parking Lot	0	\$ -
Commercial, Shell Building	0	\$ -
Residential, Storm Shelter	13	\$ 42,285
Residential, Addition/Alteration	24	\$ 849,756
Residential, Carport	1	\$ 2,420
Residential, Storage Building	8	\$ 250,653
Residential, Fire Repair	4	\$ 576,000
Residential, Swimming Pool	11	\$ 1,074,094
Residential, Manufactured Home Repl	0	\$ -
Residential, Paving	11	\$ 102,341
Commercial, Addition/Alteration	12	\$ 5,513,818
Commercial, Interior Finish	3	\$ 210,000
Commercial, Fire Repair	1	\$ 8,000
Commercial, Foundation	2	\$ 4,405,000
Temporary Bldg./Construction Trailer	4	\$ 29,500
Multi-Family, New	2	\$ 1,950,000
Multi-Family, Addition/Alteration	0	\$ -
Multi-Family, Foundation	1	\$ 100,000
Multi-Family, Fire Repair	1	\$ 35,000
Group Quarters	0	\$ -
Total	150	\$ 34,76



CITY OF NORMAN Building Permit Activity-AUGUST 2021

	2021 YEAR TO-DATE	VALUATION	2020 TOTALS	2020 TOTAL VALUATION	
Residential, New Construction.....	378	\$ 121,677,429	537	\$ 155,417,525	
Residential, New Dwelling Unit Attached.....	0	\$ -	-	\$ -	
Residential, New Manufactured Home.....	0	\$ -	1	\$ 97,500	
Residential, New Non Dwelling Unit.....	0	\$ -	0	\$ -	
Residential Duplex, New Construction.....	0	\$ -	8	\$ 1,880,000	
Residential, Garage Apartment.....	0	\$ -	0	\$ -	
Multi-Family, New Construction 3-4 DU.....	0	\$ -	0	\$ -	
Multi-Family, New Construction 5+ DU.....	9	\$ 22,230,000	25	\$ 17,432,000	
Multi-Family, Fire Repair.....	7	\$ 225,180	3	\$ 63,128	
Multi-Family, Foundation.....	2	\$ 120,000	27	\$ 924,930	
Multi-Family, Addition/Alteration.....	2	\$ 16,000	0	\$ -	
Residential, Addition/Alteration.....	124	\$ 6,038,426	159	\$ 6,979,022	
Residential, Carport.....	3	\$ 8,710	10	\$ 37,344	
Residential, Storm Shelter.....	247	\$ 946,168	364	\$ 1,155,682	
Residential, Storage Building.....	91	\$ 3,227,802	156	\$ 4,819,011	
Residential, Fire Repair.....	19	\$ 1,090,307	23	\$ 1,241,786	
Residential, Swimming Pool.....	105	\$ 6,387,424	118	\$ 6,436,083	
Residential, Manufactured Home Replacement	4	\$ 248,900	7	\$ 493,288	
Residential, Paving.....	71	\$ 677,286	110	\$ 1,026,455	
Group Quarters.....	0	\$ -	3	\$ 27,809,773	
TOTAL	1062	\$ 162,893,632	1551	\$ 225,813,527	
NON-RESIDENTIAL	Commercial, New Construction.....	34	\$ 73,520,906	62	\$ 59,513,823
	Commercial, New Shell Building.....	7	\$ 6,387,000	11	\$ 5,141,000
	Commercial, Addition/Alteration.....	104	\$ 37,292,055	150	\$ 50,146,843
	Commercial, Interior Finish.....	28	\$ 2,535,100	41	\$ 4,025,413
	Commercial, New Foundation.....	4	\$ 5,375,000	11	\$ 2,246,353
	Commercial, Fire Repair.....	6	\$ 638,000	4	\$ 1,050,000
	Commercial, Parking Lot.....	5	\$ 582,640	8	\$ 495,452
	Commercial, Temporary Bldg./Const Trailer....	21	\$ 202,241	24	\$ 690,229
	TOTAL	209	\$ 126,532,942	311	\$ 123,309,113
OTHER ACTIVITY	Electrical Permits.....	1138		1489	
	Heat/Air/Refrigeration Permits.....	952		1381	
	Plumbing and Gas Permits.....	1240		1775	
	Sign Permits.....	306		357	
	Water Well Permits.....	24		31	
	Garage Sale Permits.....	583		631	
	Structure Moving Permits.....	11		15	
	Demo-Residential Permits.....	18		49	
	Demo-Non-Residential Permits.....	7		2	
	Temp. Const. Bldgs. & Roll-off Permits.....	119		148	
	Lot Line Adjustments Filed.....	13		12	
	Certificate of Occupancy (CO).....	713		1102	
	All Field Inspections.....	18504		25135	
Net Residential Demos & Removals.....	-15		-47		
TOTAL VALUATION		\$ 289,426,574		\$ 349,122,640	

Permit Type	Permit Counts	Unit Count	Valuation	Permit Type	Permit Type	Permit Counts
1 FAMILY, NEW CONSTRUCTION	13		\$ 42,285	ST	3	0
1 & 2 FAMILY, STORM SHELTER	24		\$ 849,756	ST	4	0
1 & 2 FAMILY, ADD OR ALT	1		\$ 2,420	AVE	3	2
1 & 2 FAMILY, CARPORT	4		\$ 576,000	AVE	3	1
1 & 2 FAMILY, FIRE REPAIR	11		\$ 102,341	CT	3	0
1 & 2 FAMILY, PAVING	8		\$ 250,653	DR	9	0
1 & 2 FAMILY, STORAGE BLDG	11		\$ 1,074,094	DR	3	0
1 & 2 FAMILY, SWIMMING POOL	0		\$ -	DR	3	0
1 FAMILY, MANUFACTURED HOME REPLACEMENT	47		\$ 15,147,923	DR	3	-1
1 FAMILY, NEW CONSTRUCTION	0		\$ -	DR	3	-1
2-FAMILY, NEW CONSTRUCTION	2		\$ 1,950,000	DR	3	-1
3-FAMILY, NEW CONSTRUCTION	1		\$ 35,000	DR	3	-1
3-FAMILY, FIRE REPAIR	0		\$ -	DR	3	-1
3-FAMILY, FOUNDATION	0		\$ -	DR	3	-1
3-FAMILY, ADD/ALT	0		\$ -	DR	3	-1
GROUP QUARTERS	0		\$ -	DR	3	-1
GROUP QUARTERS	0		\$ -	DR	3	-1
TOTAL	123		\$ 20,130,472			-4

TOTAL PERMITS (EXCLUDING TEMP ROLL-OFF)	123	AVERAGE VALUATION	\$ 163,662	AVERAGE PROJECT AREA	1,851
		TOTAL VALUATION	\$ 20,130,472	TOTAL PROJECT AREA	227,762

Permit Type	Permit Counts	Unit Count	Valuation	Permit Type	Permit Type	Permit Counts
RESIDENTIAL STORAGE CONTAINER	1		\$ -	ST	3	0
TEMPORARY ROLL-OFF, RESIDENTIAL	2		\$ -	ST	4	0
TEMPORARY ROLL-OFF, OTHER	1		\$ -	AVE	3	2
SEASONAL STORAGE CONTAINER	0		\$ -	AVE	3	1
DEMOS-RESIDENTIAL	1		\$ -	CT	3	0
310 S. SANTA FE AVE.	1		\$ -	DR	9	0
1026 CRUCE ST.	1		\$ -	DR	3	-1
629 IOWA ST.	1		\$ -	DR	3	-1
4020 E. TECUMSEH RD.	1		\$ -	DR	3	-1
TOTAL DEMO-NET DWELLING UNITS	4		\$ -			-4

City of Norman
BUILDING PERMITS AND INSPECTIONS

NON-RESIDENTIAL BUILDING PERMITS
Issued August 2021 - Sorted by Permit Type

Permit Type	Contractor	Tenant Name	Permit #	Issued	Street #	Dir	Street Name	Street Type	Lot	Block	Subdivision	Zoning	Valuation	Project Area
COMMERCIAL, ADD/ALT	BOLDT	NPS-ADAMS ELEMENTARY SAFE ROOM ADDITION	1466	8/10/2021	817		DENISON	DR	32	4	WOODSLAWN ADD #1	R1	\$ 3,320,818	10748
COMMERCIAL, ADD/ALT	MACCINI CONSTRUCTION CO	GAMMA PHI BETA REMODEL	2233	8/2/2021	1105		COLLEGE	AVE	6	2W	NOT SUBDIVIDED	R3	\$ 400,000	3556
COMMERCIAL, ADD/ALT	BIG ENTERPRISES	JERSEY MIKE'S REMODEL/EXPANSION	2304	8/26/2021	1204	N	INTERSTATE	DR	4	1	TOWNE WEST VILLAGE	C2	\$ 200,000	2047
COMMERCIAL, ADD/ALT	ACCENT GLASS SERVICES	ST JOHNS DAYCARE REMODEL	2542	8/6/2021	235	W	DUFFY	ST	17	5	LARSH'S UNIVERSITALY ADD	CCFB	\$ 3,000	810
COMMERCIAL, ADD/ALT	PRECISION BUILDERS, LLC.	MODSCENES INTERIOR REMODEL	3029	8/5/2021	3209		BROCKE	DR	1	2	BROCKE INDUSTRIAL PARK #1	I1	\$ 400,000	7500
COMMERCIAL, ADD/ALT	LIPPERT BROTHERS, INC.	TRINITY BAPTIST RENOVATION	3130	8/25/2021	801	N	PETERS	AVE	A	6	J A JONES ADDITION	R3	\$ 1,000,000	16405
COMMERCIAL, ADD/ALT	BLACKWATER.COM.	DISH WIRELESS ANTENNAS	3349	8/10/2021	2404		CLASSEN	BLVD	1	1	HIGHWAY HEIGHTS	C2	\$ 25,000	35
COMMERCIAL, ADD/ALT	OWNER	CON FLEET OFFICE REMODEL	3471	8/24/2021	1301		DA VINCI	ST	24	3W	CITY PROPERTY	A2	\$ 30,000	170
COMMERCIAL, ADD/ALT	FULTON TECHNOLOGIES, INC.	VERIZON NEW ANTENNAS	3474	8/13/2021	2545	W	MAIN	ST	26	3W	NOT SUBDIVIDED	C2	\$ 25,000	5
COMMERCIAL, ADD/ALT	SUN CONSTRUCTION SERVICES	CHRISTIAN CENTER CHURCH CANOPY ADDITION	3559	8/24/2021	2248		ROGERS	CIR	3	BOYD VIEW #1		R1	\$ 35,000	120
COMMERCIAL, ADD/ALT	JOHNSON & ASSOCIATES	FAMILY VIDEO LANDLORD REMODEL	3561	8/13/2021	1100	E	CONSTITUTION	ST	37	NAVAL AIR TECH TRAINING CENTER		C2	\$ 50,000	6680
COMMERCIAL, ADD/ALT	ENERTECH RESOURCES, LLC.	DISH WIRELESS ANTENNAS	3728	8/31/2021	3126		36TH	AVE	15	2W	NOT SUBDIVIDED	A2	\$ 25,000	35
COMMERCIAL, FIRE REPAIR	LAGERE, DAVID	BEAUVENUTIS RESTAURANT STORAGE ROOM REPAIR	3267	8/2/2021	105	W	MAIN	ST	1	68	NORMAN, ORIGINAL TOWNSHIP	C3	\$ 8,000	300
COMMERCIAL, FOUNDATION PERMIT	JE DUINN CONSTRUCTION CO	NRH-HOSPITAL EXPANSION-FOUNDATION	3812	8/26/2021	3300		HEALTHPLEX	PKY	29A	2	NRH MEDICAL PARK WEST #2	PUD	\$ 2,735,000	54474
COMMERCIAL, FOUNDATION PERMIT	JE DUINN CONSTRUCTION CO	NRH-HOSPITAL EXPANSION-FOUNDATION	3813	8/26/2021	3300		HEALTHPLEX	PKY	29A	2	NRH MEDICAL PARK WEST #2	PUD	\$ 1,670,000	52946
COMMERCIAL, INTERIOR FINISH	OWNER	STUDIO TATUM, LLC	3369	8/5/2021	1800	W	TECUMSEH	RD	12	7	NORTHBRIDGE IND PARK #3	I1	\$ 40,000	1022
COMMERCIAL, INTERIOR FINISH	FIRST OKLAHOMA CONST., INC.	SNODGRASS COMMERCIAL PROPERTIES	3472	8/9/2021	2520		MCGEE	DR	2	5	SMOKING OAK #1-REPLAT	C2	\$ 20,000	1072
COMMERCIAL, INTERIOR FINISH	TRENT CONSTRUCTION	MARCO'S PIZZA	3552	8/31/2021	2620		CLASSEN	BLVD	2	1	CLASSEN CROSSING APTS & RETAIL	PUD	\$ 150,000	1596
COMMERCIAL, NEW CONSTRUCTION	STOUGH DEVELOPMENT CORP., INC.	KEDPLASMA NEW OFFICE BUILDING	1758	8/3/2021	2101	W	LINDSEY	ST	1	1	DOWELL	C2	\$ 3,156,500	11097
COMMERCIAL, NEW CONSTRUCTION	ATKINSON & ASSOCIATES	WENDY'S RESTAURANT	1810	8/2/2021	3251		CLASSEN	BLVD	1	1	SOUTH LAKE ADD #12	C1	\$ 600,000	2588
COMMERCIAL, NEW CONSTRUCTION	MIRAGE HOMES, LLC.	MIRAGE HOMES OFFICE BUILDING	2418	8/5/2021	2220		36TH	AVE	1	1	BROOKHAVEN OFFICE PARK SEC #1	C1	\$ 500,000	5342
COMMERCIAL, NEW CONSTRUCTION	CARDINAL AQUATECH POOLS, INC.	MEDCORE INGROUND POOL	2814	8/17/2021	2803		24TH	AVE	1	1	UNIVERSITY NORTH PARK SEC 16	PUD	\$ 160,000	1430
COMMERCIAL, NEW CONSTRUCTION	C & M POOLS	MARRIOTT RESIDENCE POOL	3289	8/6/2021	2400		CONFERENCE	DR	1	1	UNIVERSITY NORTH PARK SEC 13	PUD	\$ 65,000	1720
TEMPORARY BLDG/CONST TRAILER	LOWE, TIM	SOONER BLOOMERS TENT	3810	8/31/2021	3269	W	MAIN	ST	1	1	SOONER FASHION MALL	C2	\$ 2,500	1500
TEMPORARY BLDG/CONST TRAILER	NORMAN MUSIC ALLIANCE INC.	NORMAN MUSIC FESTIVAL STAGE	2838	8/6/2021	186	S	JONES	AVE	32	6	NOT SUBDIVIDED	ROW	\$ 20,000	1600
TEMPORARY BLDG/CONST TRAILER	PREMIER EVENT PRODUCTIONS	COHIBA LOUNGE TEMP TENT	3102	8/16/2021	105	E	BOYD	ST	43	4	STATE UNIVERSITY ADD	C1	\$ 5,000	800
TEMPORARY BLDG/CONST TRAILER	ALL AMERICAN TENTS AND EVENTS	MCFARLIN CHURCH TEMP TENT	3787	8/26/2021	419	S	UNIVERSITY	BLVD	9	11	WAGGONER'S T.R. FIRST ADD	CCFB	\$ 2,000	1800
TOTAL PERMITS			27				\$14,637,818						\$542,141	AVERAGE PROJECT AREA TOTAL PROJECT AREA

Permit Type	Permit Counts	Valuation	Building Size (SF)	Use/Classification
COMMERCIAL, ADD/ALT	12	\$ 5,513,818	11,097	Business
COMMERCIAL, FOUNDATION PERMIT	2	\$ 4,405,000	2,588	RETAIL
COMMERCIAL, FIRE REPAIR	1	\$ 8,000	5,342	OFFICE
COMMERCIAL, INTERIOR FINISH	3	\$ 210,000		
COMMERCIAL, NEW CONSTRUCTION	5	\$ 4,471,500		
COMMERCIAL, NEW SHELL BLDG	0	\$ -		
COMMERCIAL, PARKING LOT	0	\$ -		
TEMPORARY BLDG/CONST TRAILER	4	\$ 29,500		
TOTAL	27	\$ 14,637,818		

POLICE 11



Administrative Summary

8/4/2021

August 2021 Summary



Operations

Part I Crimes	2021	Current	2020	2019	2021	Year-To-Date	2020	2019
		MONTH 5YR AVG				YTD 5YR AVG		
Murder	0	1	0	0	0	4	2	2
Rape	4	5	2	4	44	40	25	49
Robbery	6	3	2	1	23	36	34	33
Agg. Assault	22	16	15	15	159	122	160	128
Burglary	46	58	40	39	321	427	369	338
Larceny	254	228	230	188	1,910	1,911	1,685	1,695
Motor Vehicle Theft	76	32	44	35	348	229	269	241
Arson	1	2	1	1	4	4	5	7
Part I Totals:	409		334	283	2,809		2,549	2,493
Part II Crimes								
DUI/APC	26	38	29	43	187	298	253	371
Drunkennes	40	61	29	46	273	421	288	402
DrugViolations	38	86	33	78	241	705	371	726
Forgery	17	19	14	11	85	152	93	124
Vandalism	116	80	84	68	691	631	587	608
Others	362	NA	372	359	2,944	NA	3,405	3,046
Part II Totals:	599		561	605	4,421		4,997	5,277
Total Reported Crime:	1,008		895	888	7,230		7,546	7,770
Other Reported Activity								
Public Peace Reports	180	200	180	187	1,505	1,481	1,542	1,562
Warrants Served	94	120	111	117	657	1,026	768	1,252
Other Reports Totals:	274		291	304	2,162		2,310	2,814
Total Case Reports:	1,282		1,186	1,192	9,392		9,856	10,584
Collisions								
Fatality	0	1	0	0	1	4	1	4
Injury	53	66	62	60	404	444	355	396
Non-Injury	130	156	129	153	798	1,062	820	947
Total Collisions:	183		191	213	1,203		1,176	1,347
Call for Service								
CAD Activity (All Other CFS)	3,595	NA	3,314	3,361	26,781	NA	23,550	25,254
Calls for Service (Only Police)	6,378	NA	7,210	8,830	50,950	NA	56,477	70,310
Total CFS:	9,973		10,524	12,191	77,731		80,027	95,563
Police Only CFS								
CFS - Citizen Initiated	5,064	5,410	5,125	5,488	38,344	40,146	37,406	39,722
CFS - Officer Initiated	1,314	3,028	2,085	3,342	12,606	24,598	19,071	30,588
Total Police Only CFS:	6,378		7,210	8,830	50,950		56,477	70,310
Citations & Warnings:								
Citations	361	NA	905	1,312	4,709	NA	7,207	11,404
Warnings	706	NA	1,401	2,125	6,794	NA	11,119	18,027
Total Citations & Warnings:	1,067		2,306	3,437	11,503		18,326	29,431

** Public Peace reports include: Animal Bite, Found Property, Recovery/Other Agency Vehicles, Mental Case, Unattended Death and Other
 ** Five Year Average based on 2015 to 2019
 ** 2020 Data not used in 5YR Average due to Covid influences

ANIMAL CONTROL 11A



Monthly Service By Assignment

January 2021 to August 2021
Norman Animal Welfare Volunteers (ALL)

Place	Assignment	Jan 2021 Hours	Feb 2021 Hours	Mar 2021 Hours	Apr 2021 Hours	May 2021 Hours	Jun 2021 Hours	Jul 2021 Hours	Aug 2021 Hours	Total Hours
Norman Animal Welfare Center	Community Services-NAWC	264:00	159:05	112:00	118:25	230:30	218:00	141:45	0:00	1,243:45
	NAWC-Bather / Groomer	0:00	0:00	0:00	0:00	0:00	0:00	0:00	5:46	5:46
	NAWC-Beautification Volunteer	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
	NAWC-Cat Socializer	27:30	23:57	41:50	17:50	27:19	41:19	38:27	22:47	240:59
	NAWC-Community Outreach Volunteer	0:00	0:00	0:00	0:00	1:33	0:00	0:00	0:00	1:33
	NAWC-Dog Handler	18:54	29:49	54:28	45:36	51:29	47:45	75:32	52:38	376:11
	NAWC-Foster Program	0:00	1:00	2:00	53:00	48:22	62:00	57:00	65:00	288:22
	NAWC-Kennel Assistant	0:00	0:00	4:35	0:00	0:00	101:43	0:00	0:00	106:18
	NAWC-Laundry	2:11	3:30	1:06	2:46	4:43	9:13	5:18	6:04	34:51
	NAWC-Lobby Greeter	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
	NAWC-Orientation	0:00	14:00	9:00	14:00	5:00	7:00	6:00	2:00	57:00
	NAWC-Photographer	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
	Other Volunteer Services	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
	Veterinarian Assistant Tech	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00	0:00
Total		312:35	231:21	224:59	251:37	368:56	487:00	324:02	154:15	2,354:45
Grand total		312:35	231:21	224:59	251:37	368:56	487:00	324:02	154:15	2,354:45

Norman Animal Welfare Monthly Statistical Report August 2021



IN SHELTER ANIMAL COUNTS

	2020			2021			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Beginning	42	55	97	109	111	220	123	127%
Ending	28	47	75	91	102	193	118	157%

ANIMAL INTAKES

	2020			2021			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Stray at Large	80	51	131	100	79	179	48	37%
Owner Relinquish	13	35	48	1	29	30	(18)	-38%
Owner Intended Euth	0	1	1	1	0	1	0	0%
Transfer In	0	30	30	0	4	4	(26)	-87%
Other Intakes*	6	0	6	17	4	21	15	250%
Returned Animal	9	5	14	10	6	16	2	14%
TOTAL LIVE INTAKES	108	122	230	129	122	251	21	9%

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

OTHER STATISTICS

	2020		2021		Comparisons	
	Total	Total	Total	Total	Difference	Percent
Wildlife Collected (DOA)	4	4	3	3	(1)	-25%
Dog Collected (DOA)	6	6	1	1	(5)	-83%
Cat Collected (DOA)	2	2	1	1	(1)	-50%
Wildlife Transferred	5	5	1	1	(4)	-80%
Intake Horses	1	1	0	0	(1)	-100%
Intake Cows	0	0	0	0	0	
Intake Goats	0	0	0	0	0	
Intake Sheep	0	0	0	0	0	
Intake Rabbits	2	2	2	2	0	0%
Intake Pigs	0	0	0	0	0	
Intake Other	5	5	0	0	(5)	-100%
TOTAL OTHER ITEMS	25	25	8	8	(17)	-68%

LENGTH OF STAY (DAYS)

	2020	2021
Dog	9.7	18.1
Puppy	5.9	14.2
Cat	16.2	18.1
Kitten	5.6	12.7

OWNER SURRENDER PENDING INTAKE

	Canine	Feline	Other	Total
Animals	44	59	0	103

Norman Animal Welfare Monthly Statistical Report August 2021



LIVE ANIMAL OUTCOMES

	2020			2021			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Adoption	65	104	169	75	111	186	17	10%
Return To Owner	41	1	42	29	4	33	(9)	-21%
Transferred Out	14	21	35	25	3	28	(7)	-20%
Returned to Field	0	0	0	0	3	3	3	
Other Outcome	0	0	0	0	0	0	0	
TOTAL LIVE OUTCOMES	120	126	246	129	121	250	4	2%

OTHER ANIMAL OUTCOMES

	2020			2021			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Died in Care	0	1	1	2	6	8	7	700%
Lost in Care	0	0	0	0	0	0	0	
Shelter Euth	1	2	3	15	4	19	16	533%
Owner Intended Euth	0	1	1	1	0	1	0	0%
TOTAL OTHER OUTCOMES	1	4	5	18	10	28	23	460%

TOTAL OUTCOMES

	2020			2021			Comparisons	
	Canine	Feline	Total	Canine	Feline	Total	Difference	Percent
Total Live Outcomes	120	126	246	129	121	250	4	2%
Total Other Outcomes	1	4	5	18	10	28	23	460%
TOTAL OUTCOMES	121	130	251	147	131	278	27	11%

SHELTER EUTHANASIA DATA

	Canine	Feline	Other	Total	Percentage
	Medical - Sick	9	2	0	11
Medical - Injured	1	2	0	3	15%
Behavior - Aggressive	6	0	0	6	30%
Behavior - Other	0	0	0	0	0%
TOTAL EUTHANASIA	16	4	0	20	

MONTHLY LIVE RELEASE RATE

2020	2021
98.4%	90.3%

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS

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DEPARTMENT OF PUBLIC WORKS
MONTHLY PROGRESS REPORT
CITY OF NORMAN, OKLAHOMA
August 2021

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed four (4) Rural Certificate of Survey and two (2) Preliminary Plats to City Council. The Development Engineer reviewed 27 sets of construction plans and 3 punch lists. There were 159 permits reviewed and/or issued. Fees were collected in the amount of \$9,780.62.

CAPITAL PROJECTS:

Robinson Street West of I-35 Widening Project:

The Oklahoma Department of Transportation (ODOT) conducted a bid opening on November 19, 2020, for the Robinson Street West of I-35 Project, located from I-35 to west of Rambling Oaks Drive/Cross Roads Boulevard intersection. The low bidder was Redlands Contracting, L.L.C. of Warr Acres, Oklahoma in the amount of \$5,025,867.62. ODOT awarded this project at the December 7, 2020, Transportation Commission Meeting. Redlands started construction on Monday, April 5, 2021. This project has a 270-calendar day construction schedule. Taking into account weather days, staff estimates a winter 2021 completion. ODOT is administering the construction of this project because federal transportation funds are being used.

The project involves the following items:

- Widen Robinson Street for the addition of right turn and left turn lanes
- Relocate & reconfigure Interstate Drive/Robinson Street intersection east of current location
- Intersection improvements to Crossroads Boulevard/Rambling Oaks Drive/Robinson Street intersection
- New street lights, traffic signals, street signs and traffic signal interconnect along the project
- Interstate 35 on and off ramp reconstruction south of Robinson Street
- Continuous sidewalks and accessibility
- Stormwater improvements

The contractor's activities this month were as follows:

- Finished installing the new storm drain inlets and pipelines on the south side of Robinson Street between Rambling Oaks Boulevard and Brookhaven Creek.
- Substantially completed Phase 2A, the small segment of new Interstate Drive north of Robinson Street and south of existing Interstate Drive
- Finished pavement removal, inlet installations and grading on Phases 2B and 2C, which includes the new Interstate Drive connection and the new cul-de-sac where existing Interstate Drive terminates north of Robinson Street

36th Avenue Northwest Phase 1 Waterline Relocations Project- Tecumseh Road to Franklin Road:

The City of Norman conducted a bid opening on September 24, 2020, for the 36th Avenue Northwest Phase 1 Waterline Relocations Project. The low bidder was W.E.B. Construction, Inc. of Moore, Oklahoma in the amount of \$184,684.00. The Norman City Council awarded the project at the October 13, 2020 City Council Meeting. A pre-construction meeting occurred October 23, 2020 and construction will begin on November 16, 2020. This project has a 120-calendar day construction schedule. Taking into account weather days, staff estimates a March 2021 completion. The City of Norman Public Works Department is administering the construction of this project with the aid of inspectors from the Norman Utilities Authority.

The project involves the following items:

- Lowering of existing water line crossings to accommodate future roadway widening

The contractor's activities this month were as follows:

- All items of work completed
- *Awaiting final acceptance of project by Council (Scheduled for August 10, 2021)*

Porter Avenue and Acres Street Intersection 2019 Bond Project:

The City of Norman conducted a bid opening on October 1, 2020, for the Porter Avenue and Acres Street Intersection 2019 Bond Project. The low bidder was Rudy Construction Co. of Oklahoma City, Oklahoma in the amount of \$2,600,996.65. The Norman City Council awarded the project at the October 27, 2020 City Council Meeting. A pre-construction meeting occurred November 12, 2020 and construction began on November 17, 2020. This project has a 270-calendar day construction schedule. Taking into account weather days, staff estimates an August 2021 completion. The City of Norman Public Works Department is administering the construction of this project with the aid of inspectors from the Norman Utilities Authority.

Monthly Progress Report
Public Works (August 2021)

The project involves the following items:

- Revised geometry of the intersection to enhance traffic operations and pedestrian safety
- New traffic signals with ADA compliant ramps and crossings.
- New storm water structures meeting current City of Norman codes and ordinances
- Dedicated left turn lanes to enhance traffic operations
- Reconfigured Daws Street to accommodate intersection improvements at Porter and Acres
- Waterline utility relocations as needed to accommodate intersection improvements
- New ADA compliant pedestrian sidewalks adjacent to the roadway
- Streetscape elements including decorative sidewalks, lighting, and landscaping

The contractor's activities this month were as follows:

- Installation of remaining base asphalt on Porter Avenue
- Installation of Curb and Gutter on west half of the project
- Installation of base layers of asphalt on west side of Acres Street
- Construction of remaining driveways on west half of the project
- Lighting conduit and sidewalk construction progressing for west side of Porter Avenue

Sidewalk Programs:

FYE 2022 Sidewalk Horizontal Saw Cutting Program. Bids were received on June 3, 2021. City Council awarded the contract to ASTI Inc. in the amount of \$34,470.00 on July 13, 2021. An on-site pre-construction survey was performed on September 1 & 2. The project includes 1,050 inch-feet of cuts along Morren Drive, from 12th Avenue NE to Cindy Avenue and 12th Avenue NE from Alameda Street to East Rock Creek Road. The project will continue onto Lindsey Street from 24th Avenue SE to 12th Avenue SE up to the 1,050 inch-foot quantity specified in the contract. This area addresses non-compliance areas identified in the 2018 ADA Transition Plan. Work will begin October 18, 2021 and will take 2-3 weeks to complete.

FYE 2022 Annual Sidewalk Program. Bids were received on June 3, 2021. City Council awarded the contract to Nash Construction Co. in the amount of \$313,109.00, on July 13, 2021. Construction began August 10, 2021. The Schools and Arterials project at Stubbeman Avenue from Robinson Street to Timberwolf Trail (west-side) is complete. The contractor has shifted focus to Citywide (Residential, "50/50") Sidewalk Repairs for 2-3 weeks to address 17 open projects. The Sidewalks & Trails Project, Hal Muldrow Drive, from Melrose Drive to West Main Street will begin late September. Subsequent projects include, Webster Avenue, from Gray Street to Daws Avenue, eight Accessibility ramps in the Northcliff Avenue and Cherry Creek Drive areas, as well as additional Citywide Sidewalk Reconstruction Program projects, which includes the "50/50 Program."

Citywide Sidewalk Reconstruction (50/50)				
FYE 22 Projects Completed	FYE 22 Citizen Contributions	Total Open Projects	Open Projects Estimate	Open Projects Scheduled: City Responsibility/Resident Participation
1	\$5,957.94	42	\$77,201.71	17

FYE 2021 Capital Improvement Project – 24th Avenue NW. Bids were received on August 5, 2021 and the project was approved by City Council approval on September 14, 2021. This project addresses a significant portion of the City of Norman's 2018 Americans with Disabilities Act Transition Plan. The construction area includes a 1.1-mile sidewalk corridor along 24th Avenue NW, from Main Street to Robinson Street (east side) and includes 1365 square yards of sidewalk repairs, 800 square yards of driveway approach reconstruction and 216 square yards of ramps and curb cuts. The project is expected to start mid-October and will take 6-8 weeks to complete, weather permitting.

STREET MAINTENANCE BOND PROJECTS:

2020 Urban Concrete:

During the month of August, Central Contracting completed work in the Hardie Rucker Addition as part of project 1.

*Monthly Progress Report
Public Works (August 2021)*

2021 Urban Reconstruction:

Pickard Avenue Project:

During the month of August, Nash Construction completed paving operations on Pickard Avenue between Kansas Street and Acres Street. Substantial completion of this project was reached.

2022 Asphalt Pavement

During the month of August, Silver Star Construction completed work on Classen Boulevard between Alameda Street and Enid Street.

2022 Urban Concrete

Bid 1

During the month of August, EMC began work on West Imhoff Road between South Berry Road and South Highway 9.

Bid 2

During the month of August, A-Tech Paving completed work on Triad Village Drive between Alameda and 12th Avenue and began work on Barkley Avenue between Boyd Street and Mockingbird Lane.

2022 Bridge Maintenance Program

During the month of August, Haskell Lemon Construction began completed work on 48th Avenue SE Bridge 0.8 miles South of South Highway 9 and began work on Cedar Lane Bridge 0.8 miles East of Indian Meridian Avenue.

PUBLIC TRANSIT

Public Transit Response to COVID-19 (coronavirus)

Below are actions that have continued to be taken by City and EMBARK staff altering transit service in response to COVID-19.

- Enhanced cleaning of vehicles.
- Suspended operations of route 144-Social Security.
- Limited capacity on fixed route and paratransit busses.
- Mandatory face coverings while using transit services, a federal requirement on public transit (expiration date extended from September 13, 2021 to January 18, 2022).

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

The Go Norman Transit Plan was approved by resolution by Council at its June 22nd, 2021 meeting. Staff are continuing exploratory work on the next steps as recommended in the plan.

Federal Transit Administration (FTA) 2021 Low- or No-Emissions Grant Update

Staff submitted a grant application to FTA's 2021 Low- or No-Emission Vehicle Program for one battery electric bus and associated charger on April 12, 2021. On its March 23rd agenda, City Council approved a resolution authorizing the application submittal and commitment to secure local match. Staff were notified at the end of June 2021 that the City's application was 1 of 49 that were selected for approval. Council accepted the grant by resolution and authorized the purchase of the battery electric bus at its August 10th, 2021 meeting. A purchase order has been issued to the manufacturer and this will be the second battery electric bus that the City has on order. Staff will work with the manufacturer to coordinate the production and delivery of both units.

Construction of the Transit Operations and Maintenance Facility

The North Base Complex, Phase 1 project was awarded to Flintco, LLC in the amount of \$8,648,000 on October 13, 2020. This project includes construction of the Transit/Fire Maintenance Facility and Parks Maintenance Facility at the North Base Complex. The Notice to Proceed was issued on November 2, 2020, and a groundbreaking ceremony was held on the same day. It is estimated that the project will be completed in July 2021.

The project involves the following items:

- Construction of New Transit/Fire Maintenance Building and Parks Maintenance Building
- Utility Extension to serve the new complex
- New storm water structures meeting current City of Norman codes and ordinances

*Monthly Progress Report
Public Works (August 2021)*

- Construction of paved parking and storage areas to serve the Operations and Maintenance Facilities
- Revisions to secured access to the North Base Facility.

The contractor's activities this month were as follows:

- Final Grading of Parking Lot
- Site utility installation continues
- Continued mezzanine and interior framing for Parks
- Began installation of sheet rock in Transit building
- Mechanical, electrical, and plumbing installation continues for both buildings
- Began Installation of roof curbs for HVAC units
- Began installation of concrete bases for light poles in parking lot
- Door and window frame installation complete
- Began installation of roll up doors
- Began installation of glazing for both buildings

Transit Monthly Performance Report

Attached is the transit performance report for July 2021.

STREETS DIVISION

CAPITAL & BOND PROJECTS:

ROCK CREEK ROAD BRUCKNER TO 24TH AVENUE NE

Streets crews worked crack repair at Rock Creek Road Bruckner to 24th Avenue NE and required 289.99 tons of asphalt for the repair.

BURNT OAK STREET AND OAKHILL DRIVE

Streets crews replaced damaged concrete panels on Burnt Oak Street and Oakhill Drive. This repair required 112 cubic yards of concrete and resulted in over 371 square yards repaired.

72ND AVENUE SE HIGHWAY 9 TO POST OAK ROAD

Streets crews worked crack repair at 72nd Avenue SE: Highway 9 to Post Oak Road and required 1394.56 tons of asphalt for the repair.

36TH AVENUE NE: ROBINSON TO ROCK CREEK ROAD

Streets crews worked crack repair at 36th Avenue NE: Robinson to Rock Creek Road and required 497.14 tons of asphalt for the repair

ASPHALT OPERATIONS:

BROCE DRIVE (DEEP PATCH)

Streets crews worked a deep patch at Broce Drive and required 63.41 tons of asphalt for the repair.

LINFIELD COURT (DEEP PATCH)

Streets crews worked a deep patch at Linfield Court and required 30.35 tons of asphalt for the repair.

CONCRETE OPERATIONS:

LINDSEY STREET AND BILOXI DRIVE

Streets crews replaced damaged concrete panels on Lindsey Street and Biloxi Drive. This repair required 18 cubic yards of concrete and resulted in over 28 square yards repaired.

36TH AVENUE NW AND TECUMSEH ROAD

Streets crews replaced damaged concrete panels on 36th Avenue and Tecumseh Road. This repair required 10.50 cubic yards of concrete and resulted in over 23 square yards repaired.

3805 CASTLEROCK ROAD

Streets crews replaced damaged concrete panels on 3805 Castlerock Road. This repair required 33 cubic yards of concrete and resulted in over 103 square yards repaired.

*Monthly Progress Report
Public Works (August 2021)*

4001 STONEHURST STREET

Streets crews replaced damaged concrete panels on 4001 Stonehurst Street. This repair required 21.50 cubic yards of concrete and resulted in over 84 square yards repaired.

MOWING OF ROADSIDE RIGHTS-OF-WAY

Streets Roadside Mowing crew continued their summer mowing schedule. During August, 2021, 174.50 miles of rural rights-of way and 3,872,256.50 sq. ft. of urban rights-of-way were mowed.

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 15.81 tons of asphalt was utilized in routine pothole patching operations.

STORMWATER

WORK ORDER RESPONSE

Stormwater Division received 20 work order requests and closed 18 work orders.

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew repaired leaking pipe joints at 2801 Woodbriar, 4700 Foxborough, 2021 Brookhaven Blvd, and 404 Welman Drive. The crew repaired a broken inlet grate at the intersection of Acres and Cockrel. The Infrastructure Maintenance crew sealed a leaking stormwater box and hood at 3607 Silverwood Court. The Infrastructure Maintenance crew repaired a broken bollard at Tecumseh Ridge Road and broken handrail at Francis Cate Park. The crew also repaired an inlet next to a sidewalk on 12th Ave NE. The Infrastructure Maintenance crew also finished dirt work and laying sod completing the pipe replacement job at Summit Hollow Drive and worked with the Street Division helping with a concrete pour on Biloxi Drive. The crew checked 432 inlets and cleaned 265 inlets totaling 0.50 tons of debris removed.

CHANNEL MAINTENANCE

The Channel Maintenance crew removed drifts and cleared debris from several locations along Bishop Creek, Merkle Creek, Eastwood Channel, Normandy Channel, and Heisman alley, which resulted in 84 tons of debris. The Channel Maintenance Crew was able to mow 2.1 million square feet of stormwater channels. The Channel Maintenance crew also helped lay more than 4,000 square feet of sod at Summit Hollow Drive. The Channel Maintenance crew also painted over graffiti at Brookhaven creek at Main Street bridge. The crew checked 305 inlets and cleaned 32 inlets totaling 1 tons of debris removed.

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 590 lane miles were swept in August resulting in the removal of approximately 142.93 tons of debris from various curb lined streets throughout the city. The crew also checked 170.00 linear feet of pipe with camera truck at 4700 Foxborough Court.

STORMWATER OKIE LOCATES

During the month of August, 3644 Call 811 Okie Spots were received. Of those requests, 166 were stormwater pipe locates, 76 were marked, and 363 were referred to other departments.

CONSTRUCTION SITE STORMWATER MANAGEMENT

Performed 100 inspections of 188 active sites.

Issued 0 citations and 0 NOV to active sites.

Issued 2 Earth Change Permits to new projects.

MS4 OPERATIONS

Received and responded to 20 citizen calls.

Conducted 0 outfall inspections.

Conducted 20 detention/retention pond inspections.

On August 2, 2021, Dr. Evenson attended the Floodplain Committee Meeting and gave the staff report.

*Monthly Progress Report
Public Works (August 2021)*

On August 6, 2021, Dr. Evenson attended the DEQ TMDL Work Group meeting to discuss the status of the Lake Thunderbird TMDL.

On August 11, 2021, Dr. Evenson attended virtually the Dam Safety Workshop presented by Freese & Nichols.

On August 12, 2021, Dr. Evenson attended the public meeting about the Lower Imhoff Creek Phase I Project.

On August 18, 2021, Dr. Evenson attended the OFMA Annual Conference Planning meeting.

On August 18, 2021, Dr. Evenson and Mrs. Loudenback attended the ECAB meeting.

On August 23, 2021 Dr. Evenson attended the monthly Lake Thunderbird Watershed Alliance board meeting.

On August 26, 2021, Dr. Evenson attended the Oklahoma Floodplain Managers Association board meeting.

On August 31, 2021, Dr. Evenson attended the Central Oklahoma Stormwater Alliance Quarterly meeting in Midwest City.

FLEET DIVISION

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

FUEL REPORT

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

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

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

MAINTENANCE REPORT

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

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

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

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

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

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

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

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

PRODUCTIVITY REPORT

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

*Monthly Progress Report
Public Works (August 2021)*

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

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

August 2021
DEVELOPMENT COORDINATION, ENGINEERING
AND PERMIT REVIEW

Subdivision Development:

FYE 2022 Associated Fees

Planning Commission/Dev Comm Review: This Month Last Month FY Total

*Norman Rural Cert of Survey...	0	↓	↓	↓
*Final Plats.....	0			
*Preliminary Plats.....	0			
*Short Form Plat.....	0			
*Center City Form Based Code..	1			
*Concurrent Constr. Request.....	0			

City Council Review:

Certificate of Survey.....	4	↓	↓	↓
Preliminary Plat.....	2			
Final Plats	0			
Certificate of Plat Correction.....	0			
Encroachment.....	0			
Easements.....	0			
Closure.....	0			
Release of Deferral.....	0			

\$ 8,600.00

Development Committee:

Final Plats.....	0	↓	↓	↓
Fee-In-Lieu of Detention.....	0			

\$0.00

Subtotal:

\$8,600.00

\$5,530.00

\$14,130.00

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family.....	53	↓	↓	↓
***Commercial.....	11			
Multi-Family.....	1			
Addition/Alteration.....	45			
House Moving.....	0			
Paving Only.....	14			
Storage Building.....	7			
Swimming Pool.....	14			
Storm Shelters.....	13			
Public Improvements.....	0			
Temporary Encroachments.....	0			
Fire Line Pits/Misc.....	0			
Flood Plain (@\$100.00 each).....	1			

\$100.00	\$100.00	\$200.00
\$1,080.62	\$6,637.58	\$7,718.20
\$9,780.62	\$12,267.58	\$22,048.20
27	19	46
3	7	10

Total Permits.....

Grand Total.....

******Construction Plan Review Occurrences**

******Punch Lists Prepared.....**

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

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

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

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

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

August 2021

DEVELOPMENT COORDINATION, ENGINEERING, AND PERMIT REVIEW

KEN DANNER/TODD McLELLAN/JACK BURDETT

	NUMBER OF INSTANCES	PERCENTAGE ACHIEVED
<i>PI #8</i> PREPARE DEVELOPMENT PUNCH LIST WITHIN 1 DAY OF FINAL INSPECTION	3	100%
<i>PI #10</i> SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS	53	100%
<i>PI #11</i> COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS	11	100%
<i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS	27	100%
<i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS	1	100%

EMBARK NORMAN

PERFORMANCE REPORT



Summary of Services Table: July 2021

The table below provides daily averages for the number of passengers carried by many of the services offered by EMBARK Norman. The year-to-date (YTD) figures are cumulative totals. Although the Fiscal Year for 2020 began on July 1, 2019, EMBARK did not start providing service in Norman until August 5, 2019, and ridership numbers are counted from that date forward. EMBARK PLUS operations and ridership began in October 2019.

EMBARK Norman Service Summary	ADP Jul FY22	FY22 YTD	FY21 YTD	Service Profile	Jul FY22	Jul FY21	Jun FY21
Fixed Routes (M-F)	789	16,575	15,128	Weekdays	21	23	22
Fixed Routes (Sat)	389	1,945	N/A	Saturdays	5	0	4
PLUS (M-F)	75	1,579	1,251	Gamedays	0	0	0
-Zone 1*	60	1,263	1,003	Holidays	0****	1	0
-Zone 2**	15	316	248	Weather	0	0	1
PLUS (Sat)***	15	75	N/A	Fiscal YTD Days	26	23	302
				Cal. YTD Days	179	151	153

* Requires ¼ mile

**Operates only on Weekdays until 7:00 pm

***Operates only in Zone 1

****Service was not impacted by Independence Day as it fell on a Sunday.

Strategic Performance Measures

MEASURE	FY 22 YTD	FY 22 Targets	
# of Norman fixed-route passenger trips provided	18,520	265,054	◆
# of Norman paratransit trips provided	1,594	19,000	▲
% of on-time Norman paratransit pick-ups	99.06%	95.00%	●
# of Norman bus passengers per service hour, cumulative	11.24	12.70	▲
# of Norman bus passengers per day, average	712	N/A*	N/A*
% of Norman required paratransit pick-ups denied due to capacity	0.00%	N/A*	N/A*

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

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2021

Item 6.

STREET DIVISION					
	FYE 2022 August 2021	FYE 2022 August 2021	Year to Date	Year to Date	FYE 2022
PERFORMANCE INDICATORS	ACTUAL	PERCENT	ACTUAL	PERCENT	PROJECTED
Distribute work order requests to field personnel within one day.	99%	99%	99%	100%	100%
Patch potholes smaller than one cubic foot within 24 hours	100%	100%	100%	100%	95%
(tons of material used)	11.88		27.69		
Overlay/pave 10 miles per year.	-	0%	-	0%	100%
Replace 2,000 square yards of concrete pavement panels	104.00	5%	703.50	35%	100%
Grade all unpaved alleys two (2) times per year. (approximately 210 blocks)	25.00	6%	40.00	10%	100%
Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year	3,314,575.00	26%	7,186,831.50	57%	100%
Mow 148 miles of Rural Right-of-way three times per year	158.00	36%	332.50	75%	100%
Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event	-	0%	-	0%	0%
Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event	-	0%	-	0%	0%
Bridge - Maintain 5 non-deficient bridges in a year	-	0%	-	0%	0%
Bridge - Rehab 7 structurally deficient bridges per year through outside contract	-	0%	-	0%	0%
Bridge - Replace one functionally obsolete bridge per year	-	0%	-	0%	0%
Bond Program - Complete all selected projects for the bond year within the same fiscal year	-	0%	-	0%	0%

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2022

Item 6.

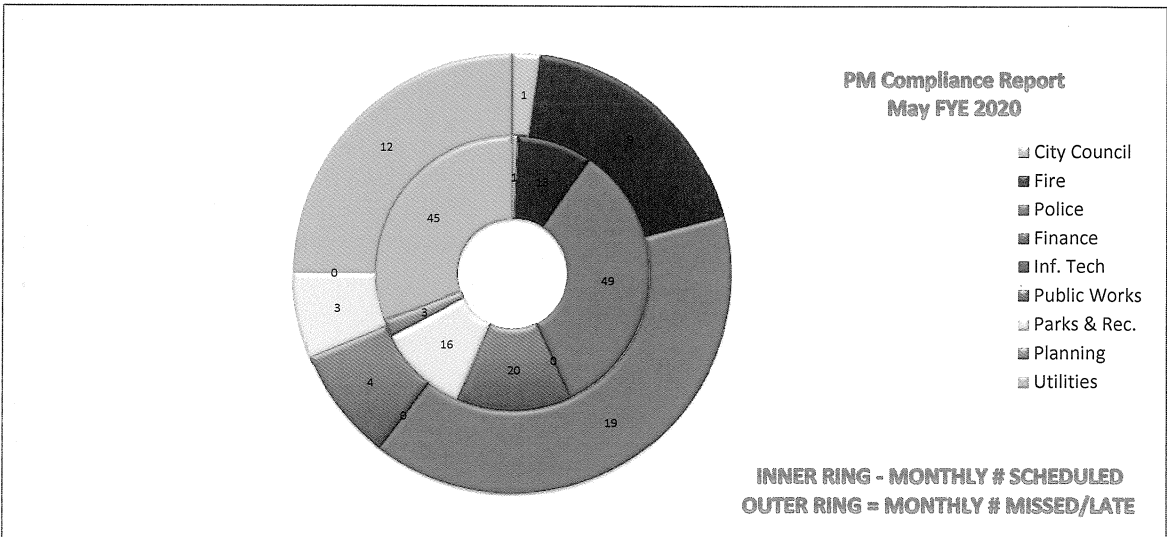
STORMWATER DIVISION					
	FYE 2022 August, 2021	FYE 2022 August, 2021	Year to Date	Year to Date	FYE 2020
PERFORMANCE INDICATORS	ACTUAL	PER CENT	ACTUAL	PER CENT	PROJECTED
Respond to stormwater complaints and drainage concerns within 24 hours of the time reported.	99%	99%	99%	99%	99%
Mechanically sweep 500 curb miles per month (lane miles)	538.00	108%	1,006.00	17%	50%
Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations)	737.00	7%	1,448.00	14%	70%
Mow 2,271,548 sq.feet of open drainage ways, six times per year	2,153,696.00	16%	3,328,165.00	24%	90%
Apply chemical vegetative control to open drainage channels, one time per year.	-	0%	-	0%	90%
Permit all earth disturbing operations over 1 acre in size.	2.00	95%	3.00		95%
Permit all floodplain activities as appropriate.	2.00	2%	2.00		100%
Submit all necessary reports and documentation as required to comply with state stormwater regulations within 15 days of deadlines. (1)	-	0%	1.00		100%
Perform erosion control inspections of permitted sites within 30 days.	100.00	53%	240.00		100%
Respond to stormwater complaints within 24 hours of the time reported	20.00	100%	65.00		100%
Inspect City facilities identified as potential stormwater pollution sources.	-	0%	-		50%
Inspect stormwater outfalls.	-	0%	5.00		20%

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT
August FYE 2022**

Item 6.

Currently Past Due:

Unit #	Unit Description	Department Division	Current Odometer Reading	Meter or scheduled date	Meter Past	ORIGINAL Scheduled DATE	SHOP	Type of SERVICE	LAST PM DONE
FINANCE									
0060	2019 Ford F150	Water Meter Services	9/1/2021	2/26/2021	-187	days 5/20/2021	Light Repair	PM-N	N/A
CITY CLERK									
603T	2020 Big Tex Trailer	Facility Maintenance	9/1/2021	4/15/2021	-139	days 5/27/2021	Light Repair	PM-A	N/A
0612	2006 Chevy 1500	Facility Maintenance	50311	50294	-17	miles 8/19/2021	Light Repair	PM-C	6/19/2020
FIRE									
2001	2020 John Deere Z915E	Fire Suppression	9/1/2021	4/10/2021	-144	days 6/28/2021	Light Repair	PM-C	4/27/2020
POLICE									
1073	2009 Ford F150	PD Special Investigations	9/1/2021	8/21/2021	-11	days 8/12/2021	Light Repair	PM-C	8/20/2020
1120	2017 Ford Interceptor	Patrol	60948	58328	-2620	miles 8/13/2021	Light Repair	PM-G	5/2/2019
PSST									
1213	2017 Ford Interceptor	PSST Patrol	75390	75267	-123	miles 8/11/2021	Light Repair	PM-C	5/11/2021
UTILITIES									
0307	2015 John Deere Backhoe	Waterline Maintenance	2967	2921	-46	hours 7/9/2021	Heavy Repair	PM-C	8/6/2020
307H	2015 Indeco	Waterline Maintenance	9/1/2021	3/2/2021	-183	days 7/9/2021	Heavy Repair	PM-C	3/2/2021
309A	2020 Champion Compressor	Waterline Maintenance	9/1/2021	6/25/2021	-68	days 8/2/2021	Heavy Repair	PM-C	N/A
0336	2014 Peterbilt Dump Truck	Waterline Maintenance	3317	3301	-16	hours 8/6/2021	Heavy Repair	PM-C	8/18/2020
0335	2015 Honda Trash Pump	Waterline Maintenance	9/1/2021	8/21/2021	-11	days 8/13/2021	Ligh Repair	PM-C	4/21/2021
SANITATION									
0252	2020 Peterbilt Sideloader	Residential	2374	2215	-159	hours 7/22/2021	Heavy Repair	PM-C	3/2/2021
0252	2020 Peterbilt Sideloader	Residential	2374	2215	-159	hours 7/22/2021	Heavy Repair	PM-SL	3/2/2021
281T	2019 Holt Trailer	Commercial	9/1/2021	1/28/2021	-216	hours 3/19/2021	Heavy Repair	PM-A	1/27/2020
0281	2020 Ford F150	Residential	5589	4000	-1589	miles 7/22/2021	Light Repair	PM-C	N/A
0257	2015 Peterbilt Sideloader	Residential	9/1/2021	4/3/2021	-151	days 6/30/2021	Heavy Repair	PM-N	4/3/2019
201F	2020 Bulk Tank	Compost	9/1/2021	6/15/2021	-78	days 6/30/2021	Light Repair	PM-C & PM-M	9/18/2020
0262	2018 Peterbilt Sideloader	Residential	6408	6050	-358	hours 8/4/2021	Heavy Repair	PM-C	4/9/2021
0262	2018 Peterbilt Sideloader	Residential	6408	6050	-358	hours 8/4/2021	Heavy Repair	PM-SL	N/A
210F	2020 Bulk Tank	Compost	9/1/2021	8/19/2021	-13	days 8/6/2021	Light Repair	PM-C & PM-M	8/19/2020
0269	2018 Peterbilt Sideloader	Residential	9209	8952	-257	hours 8/18/2021	Heavy Repair	PM-C	5/13/2021
0269	2018 Peterbilt Sideloader	Residential	9209	8952	-257	hours 8/18/2021	Heavy Repair	PM-SL	N/A
0282	2014 Ford F350	Residential	121365	119572	-1793	miles 8/23/2021	Light Repair	PM-D	12/16/2019
0282	2014 Ford F350	Residential	121365	119572	-1793	miles 8/23/2021	Light Repair	PM-G	12/16/2019
PARK MAINTENANCE									
0465	2002 Toro 3300 Truckster	Park Maintenance	1957	1926	-31	days 7/13/2021	Light Shop	PM-C	9/16/2020
0437	2015 Pheonix 1800HD	Park Maintenance	9/1/2021	6/24/2021	-69	days 5/7/2021	Light Repair	PM-B	6/24/2020
0428	2007 Phoenix	Park Maintenance	9/1/2021	6/19/2021	-74	days 7/23/2021	Light Repair	PM-C	6/19/2020
PUBLIC WORKS									
668S	2011 Flink HG115782S4000	Streets	9/1/2021	1/13/2021	-231	days 3/13/2021	Heavy Repair	PM-B	1/13/2020
669P	2002 Buyers Snowdog	Streets	9/1/2021	8/2/2021	-30	days 8/5/2021	Heavy Repair	PM-B	2/2/2021
892GR	2014 John Deere Grapple	Stormwater Maintenance	9/1/2021	7/23/2021	-40	days 8/17/2021	Heavy Repair	PM-B	7/23/2020
680B	2012 John Deere Brushhog	Streets	9/1/2021	6/8/2021	-85	days 8/13/2021	Heavy Repair	PM-B	6/8/2020



Department	Scheduled	Missed/Late	% Late
City Council	1	1	100.0%
Fire	13	9	69.2%
Police	49	19	38.8%
Finance	0	0	0.0%
Inf. Tech	0	0	0.0%
Public Works	20	4	20.0%
Parks & Rec.	16	3	18.8%
Planning	3	0	0.0%
Utilities	45	12	26.7%
Citywide Total	147	48	32.7%

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 6.

August 2021

IN GALLONS	FYE 2022	FUEL REPORT	
	<u>UNLEADED PURCHASED</u>	<u>DIESEL PURCHASED</u>	<u>CNG PURCHASED</u>
Internal pumps	19,815.00	18,896.00	18,703.89
Outside - sublet	1,075.00	192.00	2,955.39
TOTAL	20,890.00	19,088.00	21,659.28
TOTAL	<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>
Consumption	21,588.26	20,958.55	30,908.52
			2,955.39

FYE 2021 TO DATE CONSUMPTION			
TOTAL	<u>UNLEADED CONSUMED</u>	<u>DIESEL CONSUMED</u>	<u>CITY CNG CONSUMED</u>
Consumption	233,130.72	239,134.08	263,355.66
			7,158.09

INTERNAL PRICE PER GALLON:				EXTERNAL PRICE PER GALLON:			
UNLEADED	High	\$2.44	Low	\$2.21	UNLEADED	High	\$2.54
						Low	\$2.43
DIESEL	High	\$2.23	Low	\$2.09	DIESEL	High	\$2.27
						Low	\$2.27
CNG	High	\$0.84	Low	\$0.84	CNG	High	\$1.49
						Low	\$1.49

FASTER CONSUMABLE PARTS PURCHASED		PUBLIC CNG SALES	
REPAIR PARTS	\$127,480.94	Month Total Public CNG Sales	\$7,158
BATTERIES	\$2,900.16	FYE 2022 To Date Public Sales	\$10,627
OILS/FLUIDS	\$4,911.82	LIFE TO DATE CNG GAS GALLON EQUIVALENT	
TIRES	\$35,009.89	Total Sold Gallons Life To Date	970,794
SUBLET REPAIRS	\$19,359.32	Total Gross Sales Life To Date	\$1,392,233
TOTAL SPENT ALL parts/sublet	\$189,662.13	Life To Date CNG Gas Gallon Equivalent	
		Total Public/City Through-Put CNG Gallons @ Statio	2,611,396

Light Shop				
ROAD SERVICE	4	4	4	30
EMERGENCY ROAD CALLS	4	2	6	27
PM SERVICES	66	88	94	392
INCLEMENT WEATHER	2	0	0	3
WORK ORDERS	269	237	272	1,077
SCHEDULED REPAIRS	154	115	24	394
NON SCHEDULED REPAIRS	74	83	73	295

Heavy Shop				
ROAD SERVICE	5	9	6	22
EMERGENCY ROAD CALLS	24	31	26	97
PM SERVICES	48	57	46	183
INCLEMENT WEATHER	0	0	0	1
WORK ORDERS	277	279	251	1,034
SCHEDULED REPAIRS	72	79	20	227
NON SCHEDULED REPAIRS	148	158	149	585

Transit Shop			LAST Month	YEAR TO DATE
ROAD SERVICE	8	2	4	16
EMERGENCY ROAD CALLS	0	0	0	1
PM SERVICES	14	7	14	43
INCLEMENT WEATHER	0	0	0	0
WORK ORDERS	96	44	76	271
SCHEDULED REPAIRS	15	7	1	31
NON SCHEDULED REPAIRS	76	38	55	209

COMBINED SHOPS	CURRENT MONTH	LAST MONTH	TWO MONTHS AGO	YEAR TO DATE
ROAD SERVICE	17	11	14	56
EMERGENCY ROAD CALLS	29	31	32	114
PM SERVICES	181	64	155	606
INCLEMENT WEATHER	2	0	0	4
WORK ORDERS	655	323	615	2411
SCHEDULED REPAIRS	243	86	46	655
NON SCHEDULED REPAIRS	302	196	283	1099

**PUBLIC WORKS
FLEET DIVISION**
Technician Productivity
Report

FYE 2022

August 2021

MECHANIC	DIRECT LABOR HOURS	INDIVIDUAL PRODUCTIVITY	
		GOAL	DIFFERENCE
# 001	105.26	72%	73.6%
# 002	152.07	72%	106.3%
# 003	124.23	72%	86.9%
# 004	155.24	72%	108.6%
# 006	78.23	72%	54.7%
# 007	119.35	72%	83.5%
# 008	87.82	72%	61.4%
# 009	129.46	72%	90.5%
# 010	119.62	72%	83.7%
# 011	133.35	72%	93.3%
# 012	128.66	72%	90.0%
# 013	71.25	72%	49.8%
# 014	79.55	72%	55.6%
# 018	130.07	72%	91.0%
# 021	115.41	72%	80.7%
# 028	173.06	72%	121.0%
# 031	114.07	72%	79.8%
# 032	89.48	72%	62.6%

DIRECT LABOR HOURS

1902.63

TOTAL AVAILABLE HOURS

2288.00

PRODUCTIVITY GOAL

72.0%

ACTUAL PRODUCTIVITY

83.2%

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT**

Item 6.

August FYE 2022

Industry Standard Compliance: Not To Exceed 5%

Department/Division	Number of PMs		Number of PMs Completed LATE	Number of PMs Still Past Due	Current % PENDING	Year To Date Non-Compliance Trend
	Scheduled	Completed On Time				
CITY CLERK						
CITY COUNCIL					0%	0%
BUILDING ADMINISTRATION					0%	0%
CUSTODIAL					0%	0%
BUILDING MAINTENANCE	6	4		2	33%	33%
MUNICIPAL COURT						
MUNICIPAL COURT					0%	0%
INFORMATION TECHNOLOGY						
INFORMATION TECHNOLOGY	2	2			0%	0%
FINANCE						
METER SERVICES	2	2			0%	0%
PLANNING						
PLANNING					0%	0%
BUILDING INSPECTIONS					0%	0%
CODE COMPLIANCE					0%	0%
PUBLIC WORKS						
ENGINEERING	1	1			0%	0%
STREETS	17	15		2	12%	12%
STORMWATER	8	7		1	13%	13%
TRAFFIC	4	2	2		0%	50%
STORMWATER QUALITY	2	1	1		0%	50%
FLEET	9	9			0%	0%
TRANSIT					0%	0%
POLICE						
ANIMAL CONTROL	3	2		1	33%	33%
POLICE ADMINISTRATION	5	2	2	1	20%	60%
POLICE STAFF SERVICES	2	2			0%	0%
POLICE CRIMINAL INVESTIGATIONS	10	7		3	30%	30%
POLICE PATROL	20	13	1	6	30%	35%
POLICE SPECIAL INVESTIGATIONS	5	2	1	2	40%	60%
POLICE EMERGENCY COMMUNICATION	1	1			0%	0%
FIRE						
FIRE ADMINISTRATION					0%	0%
FIRE TRAINING					0%	0%
FIRE PREVENTION	2		2		0%	100%
FIRE SUPPRESSION	9	8		2	22%	22%
FIRE DISASTER PREPAREDNESS	1	1			0%	0%
PARKS & RECREATION						
PARK MAINTENANCE	11	8	1	2	18%	27%
PARKS & RECREATION	1	1			0%	0%
PUBLIC SAFETY SALES TAX (PSST)						
PSST POLICE PATROL	5	4		1	20%	20%
PSST POLICE CRIMINAL INVESTIGATIONS					0%	0%
PSST FIRE SUPPRESSION	4	2	2		0%	50%
CDBG						
PLANNING CDBG					0%	0%
UTILITIES WATER						
UTILITIES ADMINISTRATION	1	1			0%	0%
WATER TREATMENT PLANT					0%	0%
WATER PLANT	1	1			0%	0%
WATER PLANT WELLS					0%	0%
WATER PLANT LAB					0%	0%
LINE MAINTENANCE ADMIN.					0%	0%
WATER LINE MAINTENANCE	6	4		2	33%	33%
UTILITIES INSPECTOR					0%	0%
UTILITIES WRF						
WRF ADMIN					0%	0%
WRF INDUSTRIAL	1	1			0%	0%
WRF BIOSOLIDS	3	3			0%	0%
WRF OPERATIONS	2	2			0%	0%
SEWER LINE MAINTENANCE	5	5			0%	0%
UTILITIES SANITATION						
SANITATION ADMINISTRATION					0%	0%
SANITATION RESIDENTIAL	17	9		8	47%	47%
SANITATION COMMERCIAL	2	2			0%	0%
SANITATION TRANSFER					0%	0%
SANITATION COMPOST	2			2	100%	100%
SANITATION RECYCLE	5		5		0%	100%
SANITATION YARD WASTE	1	1			0%	0%
CITYWIDE TOTAL	176	125	17	35	20%	30%

**FLEET MANAGEMENT
INVENTORY
August 2021**

FUEL

WESTWOOD GOLF	202.4	gallons	DIESEL	@	2.240	\$	453.38
WESTWOOD GOLF	474.1	gallons	UNLEADED	@	2.320	\$	1,099.91
NORTH BASE	7,577.5	gallons	UNLEADED	@	2.310	\$	17,504.08
NORTH BASE	7,654.0	gallons	DIESEL	@	2.230	\$	17,068.42
FIRE STATION #5	199.7	gallons	UNLEADED	@	2.340	\$	467.37
FIRE STATION #5	89.4	gallons	DIESEL	@	2.250	\$	201.15
FIRE STATION #6	207.4	gallons	DIESEL	@	2.270	\$	470.80
FIRE STATION #6	471.6	gallons	UNLEADED	@	2.430	\$	1,145.99
BULK TANKS	1,200.0	gallons	DIESEL	@	2.230	\$	2,676.00

TOTAL	GALLONS:	DOLLAR:
UNLEADED	8,723.0	\$ 20,217.34
DIESEL	9,353.2	\$ 20,869.74

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

PROJECTED GOAL	THIS MONTH				YEAR TO DATE				
	Number of Requests	Goal Met	Percentage Met	Number of Requests	Go: l Met	Percentage Met	Number of Requests	Go: l Met	Percentage Met
AUGUST 2022									
Provide initial response to citizen inquiries within 2 days	67	67	100%	134	134	100%			
Provide information requested by citizens within 7 days	67	67	100%	134	134	100%			
Complete traffic engineering studies within 45 days.	2	2	100%	FALSE	3	100%			
Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days.	59	59	100%	124	124	100%			
Worker Hours Per Gallon of Paint Installed.	Gallons	Worker Hours	Percentage	Gallons	Worker Hours	Percentage			
	1200	223	0.19	1228	322.25	0.26			
Thermoplastic legend, arrows, stop bars & crosswalks installed.	Crew Work Days	Total Installations	Average	Crew Work Days	Total Installations	Average			
	0	0	0.00	0	0	0.00			
Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month.	Number Performed	Goal Met	Percentage Met	Number Performed	Goal Met	Percentage Met			
	15	15	100%	27	27	100%			
Response to reports on traffic signal malfunctions within one hour.	Number of Reports	Goal Met	Percentage Met	Number of Reports	Goal Met	Percentage Met			
	14	14	100%	33	33	100%			
Response to reports of sign damage:	Percentage								
<i>High Priority</i> Stop or Yield Signs within one hour	8	8	100%	10	10	100%			
<i>Lower Priority</i> all other signs within one day	37	37	100%	60	60	100%			
<i>Street Name Signs</i> within two weeks	47	47	100%	47	47	100%			
Percent of work hours lost due to on the job injuries.	Total Work Hours	Work Hours Lost	Percentage Met	Total Work Hours	Work Hours Lost	Percentage Met			
	3344	0	0.00	6536	0	0.00			

UTILITIES

13

Monthly Report

August 2021

LINE MAINTENANCE:

Waterline Capital Projects

- Crail Drive – 0% E. Comanche St – 100%
- Buckingham Drive – 0% E. Robinson St – 100%
- Hunting Horse – 100%
- Kiowa Way – 0%
- W. Brooks Street – 0%
- E. Eufaula St. – 100%

East Comanche Street: WA0344: - Staff replaced 500 feet of 6" Cast Iron with 6" C-900 PVC from Porter Ave to Ponca Avenue. Staff laid 197 feet of 6" PVC, set one fire hydrant, made tie-in on Ponca Avenue, and changed over services, project 100% complete; project has experienced several delays due to inclement weather.

Water Line Breaks – 22 in August

Sewer Line Data

- Total obstruction service requests - 15
- Private Plumbing: 15
- City Infrastructure: 0
- Sanitary Sewer Overflows: 1-Private service line

Lift Station D Flows:

- Days - 31
- Average daily flow: 1.37 MGD
- Total Monthly flow: 42.47 MG

UTILITIES ENGINEERING:

Line Maintenance Building (WA/WW0329)/WRF Storage Building (WW0318): Project will construct new building for Line Maintenance Division consisting of 49 staff; the existing 11,000 SF building is currently located on North Base property adjacent to the Fleet offices and vehicle servicing areas. This project assumes construction of a new 20,000 SF facility NW of the water treatment plant to house administrative offices, the employee breakroom, fire hydrant/meter repair area as well as areas for numerous water and sewer line repair parts, pump repair parts and a work area for pump repairs and testing. A preliminary meeting was held with City staff to discuss the project and what variances may be required. Additional funding will also be necessary due to the increased cost for the project to meet actual division needs now and into the future. Due to other department priorities, funding for the project was pushed back to FYE 23 so the project has essentially been pushed back one year.

Solar Arrays at WRF and WTP: Project will utilize areas in the vicinity of the Water Reclamation Facility and the Water Treatment Plant to install new solar arrays that will offset electrical use from the grid. This project moves the Utilities Department forward and closer to meeting the *Mayors Climate Protection Agreement* and the *Ready for 100* initiatives. This performance guaranty contract has requirements such that the City will be reimbursed if sufficient energy is not generated. Properties were granted Special Use for Municipal Use at the July 8, 2021 Planning Commission. Staff was asked to follow up with storm detention as a result of the project.

WASTEWATER PROJECTS:

Sewer Maintenance Project FYE17 (WW0307): Annual project will replace 28,500 feet of deteriorated sewer lines with high density polyethylene (HDPE) pipe and rehabilitate or replace 161 manholes. Area is bounded by Cavecreek Street and Pinecrest Street to the north, Sequoyah Trail and Woodcrest Creek Drive to the west, Rock Creek Road to the south and 12th Avenue NE to the east. Change Order No. 1 was a no-cost change order approved with the contract award. Change Order No. 2 was approved and added approximately 1,000 feet of 12-inch pipe replacement along Chautauqua Avenue from Symmes Street north to just south of Main Street. Change Order No. 3 was added to the project to address unforeseen storm sewer conflicts along Chautauqua and to also eliminate cleanouts for sewer service lines. The contractor has replaced approximately 23,000 feet of line. All lines have been completed except for approximately 2,000 feet of line that is proposed to be rehabilitated through the use of cast-in-place pipe. A change order to account for this modification is approved and material lead times are affecting the schedule.

Engineer: Staff with assistance from Lemke Surveying

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

Engineer: Staff with assistance from Lemke Surveying and Cardinal Engineering

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

Engineer: Staff with assistance from local surveyor

12th Avenue NE Manhole Replacements (WW0330): This project will replace the existing 36 manholes on the existing 24-inch sanitary sewer line generally running along 12th Avenue NE from Alameda Street to north of Robinson Street. Due to the high hydrogen sulfide concentrations, rehabilitation was deemed to not be feasible for the project. The existing manholes have deteriorated such that replacement is warranted. The NUA approved Contract K-2021-108 with Matthews Trenching to replace the manholes for a total contract amount of \$1,180,250. Work should begin in September and take approximately 6 months to complete.

WRF Reuse Pilot Study (WW0317) - Project will consider treatment alternatives to produce highly treated effluent at the WRF suitable for discharge into Lake Thunderbird. In December 2019, we learned that we will be receiving a grant of up to \$700,000 from Bureau of Reclamation (BOR) to assist in funding project. On November 30, 2020, staff had virtual meeting with BOR who confirmed that Contract was being prepared and should be complete and submitted for NUA approval during the first quarter of 2021. Upon execution of contract, funding should be immediately available. NUA approved a contract with Garver on February 11, 2020 to design the pilot project and prepare a report with conclusions based on the results. On June 23, 2020, NUA approved Amendment No. 1 to Garver's contract to allow them to administer the pilot project including all of the rental equipment and sampling/analyses on behalf of WRF. During June 2021, WRF staff was able to commence operating both trains as intended and commenced full sampling and testing regimen as per pilot testing protocol. This first phase of the pilot testing will continue through to the late Fall of 2021, at which point, Phase II of the testing will commence and continue until late Spring 2022. Phase III of testing will pick up at that point and continue through summer of 2022. Garver's final report is expected to be submitted by the end of 2022. In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to \$700,000 to assist in funding project. On August 30, 2021, draft contract for the grant was received by NUA, and it will be presented for approval at the September 14, 2021 City Council meeting. Grant Contract should be fully executed by September 30, 2021, and, once executed, funds should be immediately available.

Engineer: Garver LLC (Michael "Cole" Niblett)

WRF Dewatering Centrifuge Replacement (WW0326) – Project will replace dewatering centrifuges at WRF. Current centrifuges are approaching the end of their useful lives, and thus require excessive maintenance, repairs, and often extended downtime to keep them operational. NUA approved a Contract with Garver, LLC on December 8, 2020, and design for this project commenced immediately thereafter. Between January and April 2021, separate demonstration tests using PW Tech’s “Volute Dewatering Press” and Huber’s and MKC’s screw presses were completed at the WRF and operation of demonstration equipment was observed by Garver and Norman WRF and Engineering staff. NUA staff also visited plant sites in Arkansas and Kansas, respectively, to observe the Volute Dewatering Press and the MKC screw press in service. PW Tech’s demonstration test was unable to consistently produce sludge with minimum 20% solids, which is critical for the WRF’s current disposal process, so they attempted to schedule a second demonstration test during July and August 2021 to show that, with the correct polymer, their equipment could, indeed, consistently produce 20% solids sludge using WRF sludge. However, due to persistent scheduling issues with associated suppliers, they were unable to confirm a new date. For this reason, Garver has completed their Preliminary Engineering Report based on the available data showing that the Volute Dewatering Press could not produce 20% solids sludge, and they’ve, therefore, recommended hydraulic drive centrifuges as the equipment for this project. Garver is proceeding with design based on delivering this project using the Construction Manager at Risk (CMaR) delivery process. This should allow them to have preliminary plan sheets and specs sections of sufficient detail for a CMaR RFP by October 2021. Selection of a CMaR in November 2021 will allow for procurement of the centrifuges (which will be a long lead item) to occur and centrifuges to be ordered by December 31, 2021. Final design would continue into early 2022 and CMaR would commence releasing bid packages for construction early in 2022. Construction should then be completed by late Spring 2022.

Engineer: Garver LLC (Michael “Cole” Niblett)

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

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

Lift Station D Force Main Replacement (WW0091): Another portion of the Lift Station D 16" ductile iron force main along 12th Ave N.E. is severely deteriorated and in need of replacement. Approximately 3,500 feet of this force main to just south of Rock Creek Road was replaced with 20-inch PVC in 2009. The area needing replacement because of continued breaks is on the west side of 12th from the end of the previous project to the point where it begins to gravity flow near the 12th Avenue Recreation Center. The project is expected to require 2,300 feet of new 20-inch piping, three air release vaults, and a new receiving manhole. After discussions with the Parks Department, the City of Norman will continue to lease the property needed for this project and will not purchase the property outright. Therefore, the project was kicked back off to identify the best alignment and then move forward to final design, easement acquisition (as necessary), bidding and construction. Geotechnical work has been completed and potholing will be completed in September 2020 allowing the design to be finalized. Downstream manhole rehabilitations were also added to the project due to severe corrosion that has deteriorated the manholes impacting their structural integrity. Design is progressing based on field investigations and 90% plans were submitted in November. Staff has reviewed the plans and there are constructability concerns regarding the proposed alignment. Staff have reviewed the alternative alignment on the east side of 12th Avenue NE and this corridor appears to be more constructible due to reduced utility conflicts.

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

includes modification and update to Norman Water Reclamation Facility's existing Sludge Management Plan. Technologies were screened and Windrow Composting was determined by the Engineer to be the best alternative due to capital cost and operational familiarity considerations. The project was put on hold pending further discussions with landowners for land application of bio-solids that is a lower cost option than co-composting.

Engineer: Garver, Inc. (Steve Rice)

Septage Receiving Facility (WW0319): The Water Reclamation Facility (WRF) is often contacted regarding the possibility of taking trucked wastewater from hauling companies. Delivery of trucked wastes is not typically approved due to the undocumented quality of the trucked waste. Oklahoma City is currently the only municipal location in the metropolitan area for haulers to dispose of septage. The WRF could potentially generate revenue from companies hauling septage (septic tank clean-outs) and other acceptable wastes. Additionally, City of Norman residents utilizing a private sewage system could benefit through their private haulers having a closer disposal solution.

To allow for the new facility, the current WRF treatment processes must be protected which may require temporary storage of the trucked wastes delivered to the WRF while water quality testing is performed to verify its acceptability. Preparation of an engineering study and design is budgeted for FYE19 while construction is budgeted for FYE20. This project is not a high priority for service reliability and has been deferred due to funding availability.

Engineer: Olsson, Inc. (Kevin Rood)

WRF New Maintenance Building (WW0318) and WRF Main Control Building Renovation (WW0325): These two projects are being designed under a single design contract and are anticipated to be bid as a single Construction Manager at Risk (CMAR) project so they will be covered as a single project here. Due to recent plant improvements projects, space formerly used for spare part storage has been incorporated into plant operations space, leaving a shortage of viable storage space. Project WW0318 will cover the construction of a new pre-engineered Maintenance Building for spare part storage and other critical maintenance activities to offset space lost in existing facilities.

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

Greeley Hansen was selected as the Architect for these two projects, and their Contract was approved on June 8, 2021. A design kickoff meeting convened in late June and design is now ongoing. A preliminary design, which will also be used as basis for CMAR RFP should be complete by October 2021. RFPs would then be advertised and a CMAR selected no later than December 2021. Final design (with CMAR assistance as part of the project team) should be complete in June 2022, and bidding of construction packages should commence immediately thereafter. Construction will commence in July 2022 and take approximately one (1) year.

Engineer: Greely and Hansen LLC (Ana Stagg)

WATER PROJECTS:

Waterline Relocation: I-35 Widening (WA0196): Unbudgeted project necessitated by ongoing widening of I-35. Total budget of about \$500,000 estimated for replacing three waterlines associated with the I-35 project (24-inch at Briggs Street, 12-inch at Brooks Street and 12-inch at 24th Avenue SW and Highway 9). Team of SAIC/Poe and Associates will prepare design plans as an amendment to the Lindsey Street widening project. ODOT expected to reimburse waterline relocation costs at end of project. NUA approved design contract with SAIC and ODOT relocation agreements on 10/22/13. ODOT required I-35 crossing at Briggs Street to be deepened to 28 feet below grade; construction costs will increase approximately \$450,000. Project advertised 04/29/14 and three bids were opened 05/22/14; Matthews Trenching was the low bidder at \$997,875. NUA approved contract on 06/10/14; work began 06/11/14. \$840,780 has been previously reimbursed by ODOT for this project. Staff requested reimbursement for the rest of the construction portion in December 2021 and received payment in the amount of \$215,320 from ODOT in February 2021. Staff received Audit Reports from ODOT in April 2021 for reimbursements in the amount of \$36,300 and \$8,700 for design

agreements. A rebuttal letter with invoices were sent to ODOT on April 21, 2021 in order to receive reimbursement. However, after review, ODOT explained that they need the invoices to show how much of each invoice went towards each agreement. None of the invoices were broken up showing this distinction, so staff reached out to Benham (who took over SAIC) on June 9, 2021 so that they could provide us with that information. Staff has followed up with Benham and they are still in the process of getting the information needed.

Waterline Replacement: Interstate Drive (WA0245): Project will replace approximately 8,600 feet of failing ductile iron water lines with PVC pipe to reduce service disruptions to customers and damage to driveways and streets. The project is located along North Interstate Drive from Sooner Fashion Mall north to Northwest Boulevard and along Copperfield Drive from Northwest Blvd. to Interstate Drive with an extension west into Springbrook Addition. New piping will include about 8,600 feet of 6, 8, and 12-inch PVC pipe. Easements are still being acquired for the project with five of the six parcels received. The last easement is in final negotiations so the project was advertised and bids were opened on December 3, 2020. Cimarron Construction Co. was the lowest, responsible bidder and the contract was awarded on January 12, 2021. Public Notice letters were sent to home and business owners on February 24, 2021 and the contract started on March 3, 2021. Contractors started mobilization on March 10, 2021. Contractors have finished tying in the line along Interstate Drive with the loop around Copperfield Drive. Contractors will start installation of the line south of restaurant row next and possibly add this line to Chlor-serv’s work.

Engineer: Cardinal Engineering.

Waterline Transmission: Robinson Avenue Water Line Replacement (Phase III) – 24th Avenue NW to Flood Ave (WA0242): Project will install approximately 6,800 feet of 30-inch PVC C900 along the north side of Robinson Avenue from just east of the 24th Avenue NW to Flood Avenue. The new 30-inch line will replace the existing 16-inch line. This project will also replace approximately 3,000 feet of 12-inch water line on the south side of Robinson in the same vicinity. The project was bid and the contract was awarded to Garney Companies, Inc. (Garney) in the amount of \$1,978,875.00 on July 14, 2020. As of the end of May 2021, all 12” and 30” water line was installed, tested, and placed into service. On July 22, 2021, a final inspection convened with representatives from Garney, City of Norman and OU Grounds staff in attendance, and a punchlist was generated. The punchlist has since been addressed and a Final Change Order is being negotiated with Garney. Project should be final accepted in October 2021.

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

Flood Avenue Waterline Replacement (WA0328): Project will replace approximately 12,700 feet of 16-inch water line from Robinson Street to Tecumseh Road, and about 2,900 feet of 12-inch from Tecumseh to Venture Drive with 16-inch C900 PVC pipe. The existing ductile iron pipe is not compatible with the corrosive clay soils. It is failing, causing service disruptions to customers and damage to driveways, streets, and yards. In combination with this project, the potential for using existing wells along Flood for blending back into the water system using the existing pipe after rehabilitation will be evaluated. Design is funded in FYE19, with construction funded in FYE20. Based on detailed field survey, the alignment appears to require the removal of the existing 16-inch line and installation of the new line in the same corridor. Water model simulations have indicated that this will not impact service levels but this work is going to be scheduled during the non-demand seasons to reduce the impacts of this outage. Comments on preliminary plans were provided to Engineer on April 3, 2020. Plans at 65 percent level were received and reviewed and comments were returned back to the consultant. Utility verification and potholing were completed to allow for the design to be finalized. Plans were reviewed on February 23, 2021 and a permit was sent to BNSF Railroad for the Lexington Street crossing on March 1, 2021. Staff sent a final Addendum on August 23, 2021 and held a bid opening on August 26, 2021. Total bids ranged from \$2.9 million to \$3.8 million. Southwest Waterworks was determined to be the lowest responsible bidder at \$2,854,724.50. The contract is set to be approved by Council on September 14. Staff recently met with the business owner near the location of the Lexington Street railroad bore to determine easement and location for the contractors bore pit.

Gray Street Waterline Replacement (WA0202/WA0224): C. H. Guernsey and Company was selected for the design of the Gray Street Waterline Replacement. Plans are under review. CO#2 to Berry WL project will be considered on 10/25/16 adding 1,200 feet of 16-inch waterline along Main Street between Flood and Acres to the project; this was originally part of the Gray Street project. NUA approved Amendment #1 to Guernsey contract adding additional waterline replacements

along Gray and Tonhawa under project WA0224. Work is being delayed due to desire to not have Gray Street under construction at same time as Main Street Enhancement by PW. Kickoff meeting held; Lemke Surveying completed survey work for project in late October; design process is underway. Supplemental survey data collected by drone flying over project area; accuracy and detail received is outstanding. Project has been bid and awarded construction began in March 2020. Approximately 350 feet of additional 8-inch water line was added to the project to replace water line along University from Tonhawa to Daws that was found to be in poor condition. All pipe has been installed, tested and connected into the system for the original scope and the additional lines added by change order. The project will be accepted by Council on the August 24, 2021. This will be the final report for this project.
Engineer: Guernsey (Larry Roach)

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs.

Consultant: E Source (Nicole Pennington)

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

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

This project will determine the best location, layout, and treatment processes for blending and treating the 32 active groundwater wells utilized by the City of Norman. All active wells are currently in compliance with the standards set forth in the Safe Drinking Water Act and Public Water Supply Operations are not required to provide treatment and residual disinfectant under Oklahoma Administrative Code 252:631. However, the NUA also treats and distributes surface water from Lake Thunderbird. Since the water from the surface water source and the groundwater wells is blended in the distribution system piping, ODEQ has indicated that the system will need to be modified such that a minimum disinfectant residual of 1.0 mg/L of total chloramines (NHCL₂) should be found throughout all parts of the system in the future. In addition, maximum contaminant levels (MCLs) of total chromium and arsenic may be lowered by EPA, and a new MCL for hexavalent chromium may be established in the future, thus requiring additional treatment for the groundwater wells. NUA entered into a contract with Carollo Engineering, Inc. on June 22, 2021 in the amount of \$95,090 to develop preliminary layouts for the future build-out of the facility including immediate needs and future treatment processes. The Notice to Proceed date was set for June 29, 2021 and a kick-off meeting and site field investigations are scheduled to be held on July 21, 2021. Staff met with SRB, LLC this month to obtain assistance for acquiring the land needed for the blending location which includes review of property records, survey and map, and negotiation assistance. A proposal was received for \$16,200 for these services. Staff met with Council this month to discuss the potential future layout provided by Carollo and land acquisition for this project provided by SRB. Staff received approval from Council to start negotiation on purchasing the land.

Wellfield - Carollo and staff held a coordination meeting with ACOG the morning of July 18th and also held a kickoff meeting the afternoon of July 18, 2016. ACOG prepared a map showing potential thick sands that will be targeted for future wells. Carollo used this information along with GIS data and composed a more robust map to better define future well locations to pursue. Additionally, it was decided to stay with ½ mile spacing so that maximum yields can be achieved. Carollo received modeling information from APAI which allowed them to proceed with optimizing the best well

sites based on proposed groundwater treatment plant sites. Carollo prepared a Draft Technical Memorandum (TM) and staff provided comments and 45 potential well sites were selected. Carollo performed an optimization model and 20 of the 45 well sites stand out as sites to begin with. Carollo and staff prepared an addendum to their contract and it was approved by NUA 2/13/18. The next step is to approach land owners to negotiate test well sites. A Frequently Asked Questions sheet has been drafted and will be utilized with potential well site land owners. Test wells are expected to begin in September 2018. Staff is working with Carollo and their sub-consultant to obtain necessary access agreements for potential well sites. Approximately 8 landowners are interested and staff is moving forward with securing documents for 5 of them. Well Construction bids were opened and read aloud October 18, 2018. Layne Christiansen was low bidder and a contract in the amount of \$4,714,421.72 was approved November 27, 2018 at NUA meeting. Held kick off meeting January 23, 2019 and again met February 27, 2019.

Layne has drilled all test holes and plan to begin final well drilling January 2020. All 11 well site easements and deeds were approved by NUA on October 22, 2019. The NUA also approved CO#1 December 10, 2019 for Layne's contract to add 3 additional wells to the original 6 as shown in the contract. This change order also added days to contract and completion date is now December 2020. Held kick off meeting January 23, 2019 and since Layne had drilled all test holes, the plan was to begin final well drilling January 2020. Layne's rig was under repair so final well drilling didn't begin until February 18, 2020. Crews have completed all wells and are now complete with all 6 monitoring wells. 1 deep monitor well failed and was re-drilled in September. Well house construction is complete and all wells are ready for pumping. Contractor is finalizing disinfection on well house lines and needs to complete SCADA and final cleanup. Contractor is awaiting delivery of pump and motor for final well site. Project is expected to be complete by October 2021. Engineer: Carollo Engineers (Rebecca Poole)

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

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

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

have reviewed this revision deemed it acceptable on the condition that City of Norman Public Works Department approves. Public Works is reviewing at this time, and, to date, comments have been positive. It is expected that Public Works will approve alignment or furnish comments that will allow Jacobs to finalize alignment during the month of August 2021. Upon approval of the alignment, 65% plans will be completed and easement acquisition and preparation of final plans will commence. Easement acquisition is expected to take several months, and it is, therefore, anticipated that project will advertise in the late spring of 2022 and construction will commence no sooner than July 1, 2022.

Engineer: Jacobs Engineering (Lars Ostervold)

Water Line Replacement, Parsons Addition (WA0246): A contract (K-1819-87) with Cabbiness Engineering, LLC was approved by NUA 12/11/18 to design the replacement of approximately 4,500 lineal feet of water line in the Parsons addition. Due to the project's close proximity to campus, the design process included public input from University of Oklahoma (OU), OU's sororities and fraternities, homeowners and landlords, and, based on that input and discussions with consultant and potential contractors, it was determined that the best of course of action would be to divide the project into two phases that would proceed generally during summer months when OU is not in regular session. As part of this process, it was also decided to install replacement mains in the streets rather than sidewalks wherever possible. Phase I was scheduled to begin July 1, 2019 and complete December 2019, and Phase II was scheduled to begin May 15, 2020 and complete August 15, 2020. Bids were opened for Phase I on June 13, 2019 and SW Water Works was low bidder at \$828,112. NUA approved contract June 25, 2019 and construction began July 8, 2019. Crews completed last concrete pours November 5, 2019. A final walk through by staff was performed on November 8, 2019, and NUA approved final as-bid to as-built quantities change order on January 28, 2020. In March 2020, Phase II was delayed until Spring of 2021. In March 2021, Phase II was delayed again until Spring of 2022. Project is now scheduled to bid in March and April of 2022 with construction scheduled to commence immediately upon the end of OU's spring 2022 semester on May 15, 2022. It is anticipated that construction would continue through summer and be completed before the start of the fall semester in August 2022.

Engineer: Cabbiness Engineering, LLC (Sean Price)

Water Wells Water Line: 108th & Tecumseh – Cardinal Engineering was selected as the consultant for one of the well water line projects, and NUA approved their contract November 12, 2019. Project design was completed during the first half of 2020, and project was advertised for bid on July 23 and July 30, 2020. Bids were opened August 13, 2020 and Hammer Construction was deemed lowest and best bidder. NUA approved Contract K-2021-11 with Hammer on September 8, 2020. Notice to Proceed with construction was issued on October 12, 2020, and, as of May 30, 2021, all 12" diameter well water line on the project had been installed, tested, and was available for service when/if needed. During the month of June 2021, Hammer has worked on restoration activities throughout the project, and a final inspection was attempted on June 28, 2021. However, heavy rains immediately preceding inspection, resulted in an extensive punchlist, including the discovery of a leak in the newly installed 12" line on 108th N.E., just south of the creek crossing. The leak was repaired and restoration work completed during August 2021. Due to the leak, the 12" line of 108th N.E. must be chlorinated, flushed and bacteriologically tested again. The line is being flushed again in preparation for bacteriological testing. As soon as the line passes the bacteriological test, project will be deemed complete.

Engineer: Cardinal Engineering (Josh Risley)

Water Wells Water Line: 60th and Franklin – Garver Engineers were selected as the consultant for one of the well water line projects, and NUA approved their contract November 26, 2019. Design was completed during the first half of 2020, and project was advertised for bid on July 16 and July 23, 2020. Bids were opened August 6, 2020, and SMC Utility Construction was deemed lowest and best bidder at \$1,082,550. NUA approved Contract K-2021-12 with SMC on August 25, 2020, and Notice to Proceed with construction was issued on September 10, 2020. As of June 18, 2021, all 12" diameter well water lines had been installed, tested and were ready for service when needed by NUA. During June and July, SMC completed restoration work, and, in late July, NUA and NUA's inspector performed an informal punchlist inspection. The punchlist generated was extensive and has been forwarded to SMC for resolution. Project will final accepted as soon as punchlist is complete.

Engineer: Garver Engineers (Jeff Chavez)

Cascade Water Tower & Lindsey Water Tower – Dunham Engineering performed detailed inspections on these two towers May 11, 2020 and prepared engineered cost estimates to use for budgeting and planning purposes. NUA

approved design contract with Dunham Engineering July 14, 2020 for the Cascade Tower Resurfacing Project. Design was completed in August 2020, and project was advertised September 3rd and 10th. Bids were opened on September 24, 2020. Bids were competitive with a total of eleven (11) bids received. G & L Tank Sandblasting and Coatings, LLC (G&L) was deemed the lowest and best bidder with a bid in the amount of \$79,400. Contract was awarded on January 26, 2021 and G&L mobilized and a kick-off meeting convened on February 25, 2021. Work was complete and a final inspection convened on March 19, 2021. Punch list was completed during the week of March 22, 2021 and G&L disinfected tank on March 26, 2021. Bacteriological tests passed on March 31, 2021 and project is complete. Backup documentation and request for final payment were received in June 2021 and project will be final accepted on July 13, 2021.

In July 2021, NUA requested that Dunham provide a proposed scope and fee for Lindsey Water Tower resurfacing. NUA expect to negotiate and execute a contract with Dunham to prepare design documents and furnish bidding and construction services for the Lindsey Tower Resurfacing project in September 2021. Design could then be completed and project bid in November/December 2021, awarded in January 2022 and resurfacing completed as soon as weather breaks in Spring 2022.

Engineer: Dunham Engineering (Joe Seiter)

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

Engineer: Carollo Engineers (Tom Crowley)

Water Distribution System Sampling Stations (WA0350): Project will install 43 sampling stations throughout the water distribution system in order to meet federal and state requirements of the Revised Total Coliform Rule. The number of sites and location of each site is approved by the Oklahoma Department of Environmental Quality (ODEQ). These stations will allow staff to collect samples representing the entire distribution system at all times, rather than staff collecting samples from homes and businesses which may not be accessible at certain times of the year. In addition, each station will be tapped directly into a main water line, which will give us a better representation of the water supplied by the City. Each station will be constructed of stainless steel, surrounded by a cover with Norman logo and cyber lock, with a concrete pad. NUA will purchase stations directly from vendor, who will send the stations directly to the approved contractor for storage and installation. Staff obtained 4 quotes for stations and Ferguson Waterworks was the low bidder. Invitation to bid was published on March 4 and March 11, 2021. Staff received 8 bids that ranged from \$85,100 – \$264,400; the low bidder being Sooner Sight Utility & Construction. City Council approved the contract with Sooner Sight Utility on April 27, 2021. Ferguson Waterworks informed staff that the stations would be sent to the contractor in about 8 weeks. The contractor’s W9 was received and staff was able to create a PO for the construction. Submittals are still being received. The contract transmittal was sent on May 27, 2021 with a start date of June 29, 2021. Contractors started work on August 4, 2021. Contractors installed almost all sample stations in August. Installation of the concrete slab was recently started at a few locations, but a number of these fail to meet proper specifications, so contractors will have to remove and replace. Testing each station will be completed at a later date.

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

Blending of Wells 5, 6, and 52 at the Water Treatment Plant (WA0369): This project will blend wells 5, 6, and 52, at the Water Treatment Plant (WTP) before entering the distribution system. Blending these wells will only require samples be taken at the blending site as opposed to each well, which will minimize time and money spent on sampling each month. This project will require approximately 2,200 feet of 8-inch waterline to bring well 52 to the 36th Avenue NE and Robinson Street intersection where it will combine with the line coming from well 5. An existing 12-inch waterline will then be converted to a non-potable line as it moves west on Robinson Street before it combines with well 6 and the distribution system at the WTP. In addition, two bores consisting of approximately 260 linear feet of 8-inch and 6-inch waterline under Robinson Street will be required to connect the neighborhoods on the north side of Robinson Street with the existing high pressure line on the south side of Robinson Street. An existing 10-inch waterline and old 24-inch concrete line at the WTP will be abandoned as part of this project. As part of a previous project, Freese and Nichols, Inc. recently designed the project to extend water transmission lines from the WTP to 24th Avenue NE. Since they are familiar with the lines in the area and the interconnection requirements at the WTP and would be able to provide design services for this project, staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this project as well. City Council approved the contract with Freese and Nichols, Inc. on May 11, 2021 for \$47,850. Staff had a project kick-off meeting with engineers on May 27, 2021. Staff received 50% plans and specifications from Engineer this month and are in the process of reviewing.

Jenkins Avenue Waterline Replacement (WA0353): This project will replace approximately 2,500 feet of existing 6-inch waterline with new 12-inch waterline in concert with the planned widening of Jenkins Avenue through the City of Norman Public Works Department. This project will also design a 1,000-foot extension of the Segment D transmission line recommended by the 2003 water meter plan. In addition, this project will install a non-potable reuse line from Imhoff Road to Constitution Street. Freese and Nichols, Inc. is currently under contract with Public Works to design the widening on Jenkins Avenue and also the intersection improvements at Jenkins Avenue/Constitution Street/Imhoff Street, so staff determined that it would be in the best interest of the NUA to contract with Freese and Nichols, Inc. for this waterline project in order to ensure a cohesive design for both street improvements and the new water lines in this area. The contract with Freese and Nichols was approved by council on April 27, 2021 in the amount of \$95,740. Staff had a project kick-off meeting with engineers on May 27, 2021. Staff met with Engineers this week during the 60% plan review for the streetscape of this project. Staff verified possible locations of the new line to be installed.

James Garner Ave Waterline Replacement from Main to Duffy (WA0336):

This project will replace the aging 6, 8, 12, and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A contract transmittal was sent with a start date of June 29, 2021. Changes are currently being made to the streetscape project and a kick-off meeting will be held once these changes are finalized to better understand the roadway corridor along James Garner.

Phase II – Porter Avenue Waterline Replacement (WA0354):

This project will replace approximately 1,500 feet of aging 8-inch and 5,000 feet of 12-inch waterline along Porter Avenue from Robinson Street to Alameda Street in conjunction with the Public Works Department Porter and Avenue Streetscape project. Part of this project (Main Street to Rich Street) was already completed as part of Public Work's ODOT funded Transportation Bond project. Replacement of these waterlines prior to the surface improvements will ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacement work. NUA entered into a contract with Cabbiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of \$58,100. Staff met with the Engineer this month to discuss revisions to the 65% plans.

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

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts to the model any longer. Carbon Dioxide is used to adjust the pH of the drinking water which effects its corrosivity, so a new tank is necessary. This project will involve removal of the existing 30-ton carbon dioxide tank at the water treatment plant, complete installation of new tank 30-ton tank of correct make and model specified or approved equal, demonstrating correct operation and dosages both manually and remotely, and training water treatment staff on operation and maintenance. The invitation to bid for this project will be published in *The Norman Transcript* on September 9 and September 16, 2021, with a mandatory pre-bid meeting set for September 23, 2021. All bidders will be required to visit the Water Treatment Plant following the pre-bid meeting to familiarize themselves with the project and location.

SANITATION CAPITAL PROJECTS:

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

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

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

The property has been rezoned to add Municipal Use for the property to meet current code requirements. The final plans were completed and advertised. Bids were opened and contract K-2021-10 was awarded to the Landmark Construction Group on January 12, 2021. Work continues at both sites. The Household Hazardous Waste building structure is up and finish work is ongoing. The Container Maintenance has the steel structure constructed.

Work is ongoing at the site including site work and utilities:

1. Footings poured for both buildings.
2. Site utilities essentially completed for both buildings.
3. New drive is prepared at the HHW/Transfer Station awaiting final confirmation/redesign by the consultant to accommodate the new recycling center.
4. The building pad has been completed for the HHW building.

Architect: Studio Architects, LLC (George Winters)

New Sanitation Office Building: The Sanitation Department has outgrown their current office space. Because their existing facility cannot be readily expanded and because it is not laid out in a way that would allow for renovations to create a more efficient workspace, a new facility must be constructed. On January 12, 2021, Norman Municipal Utilities Authority (NMUA) approved a design contract with The McKinney Partnership Architects PC (TMP) to design this new facility, and design commenced immediately thereafter. TMP is currently finalizing Design Development level plans and specs which will be used as the basis for a CMAr RFP. NUA is preparing front end documents for CMAr RFP in parallel with TMP's design work. Both should be ready for internal review in September 2021 with an RFP advertised

immediately thereafter. CMAR should be selected and Contract approved during November 2021. Final design activities should continue until early 2022, and bidding of construction packages and construction activities should commence immediately thereafter. Construction should be complete by December 2022.

Architect: The McKinney Partnership Architects PC (Toni Bragg)

Processing and Marketing of Recycled Products from Norman Recycling Collection Centers (Bid 2021-41): The Sanitation Division's contract for recycling ended in 2020. The purpose of this bid is to obtain a contractor that will accept the six (6) recycling commodities (aluminum, plastics #1 and #2, tin cans, mixed paper, cardboard, and blended recyclables) that Norman procures from residents and commercial facilities. Contract will consist of processing and marketing approximately 160 tons of recyclable products each month, and reporting weight of each commodity separately. The contract will last for one (1) year and may be extended up to four times in one-year intervals at no change in the bid. A virtual bid meeting was held on April 8, 2021, and three contractors submitted bids. Smurfit Kappa had the lowest residual disposal cost and low transport cost. Staff will meet to discuss the prices accordingly.

Compost Facility Scale House (SA0019):

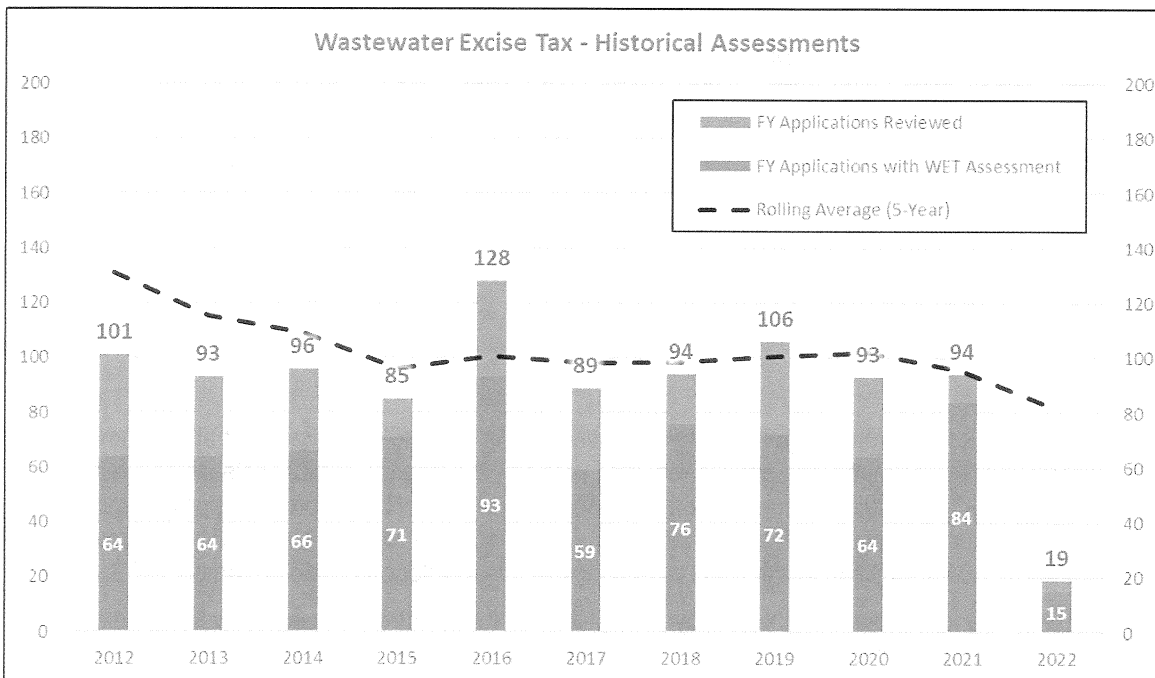
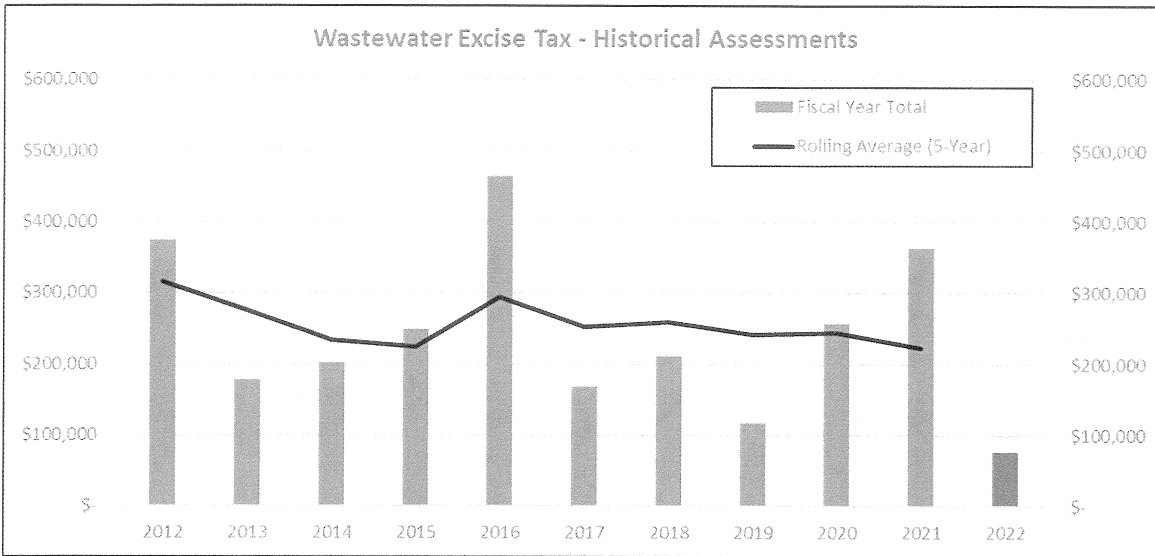
This project will modify the existing City compost facility layout located at Bratcher Minor Road, west of Jenkins, to facilitate a more efficient operation for the public and facility, install scales used for weighing large loads of compost, and construction of a modular building with potable water and sanitary sewer for staff in charge of coordinating with customers. This building will also replace the prefabricated building purchased in 2003 that has become severely deteriorated and inadequate. Based on the project scope, staff appointed TriCore Group, LLC as the engineer responsible for design and bidding services. City Council approved the contract with TriCore Group this month in the amount of \$30,500. Staff met with the Engineer on June 16, 2021 for the kickoff meeting. Engineer completed survey and preliminary engineering and met with staff this month to discuss the potential layout of the facility. 50% plans are being put together and will be sent in September.

Engineer: TriCore Group, LLC

Processing and Marketing of Recycled Products from Norman Recycling Collection Centers (Bid 2021-41): The Sanitation Division's contract for recycling ended in 2020. The purpose of this bid is to obtain a contractor that will accept the six (6) recycling commodities (aluminum, plastics #1 and #2, tin cans, mixed paper, cardboard, and blended recyclables) that Norman procures from residents and commercial facilities. Contract will consist of processing and marketing approximately 160 tons of recyclable products each month, and reporting weight of each commodity separately. The contract will last for one (1) year and may be extended up to four times in one-year intervals at no change in the bid. A virtual bid meeting was held on April 8, 2021, and three contractors submitted bids. Staff met to discuss bid prices and put together a Bid Analysis Memo indicating Smurfit Kappa as best bidder, providing the most revenue to the City, the lowest residual disposal cost, and low transport cost. The contract was approved by Council on May 11, 2021. The contract start date is set for June 1, 2021 and will last for one year.

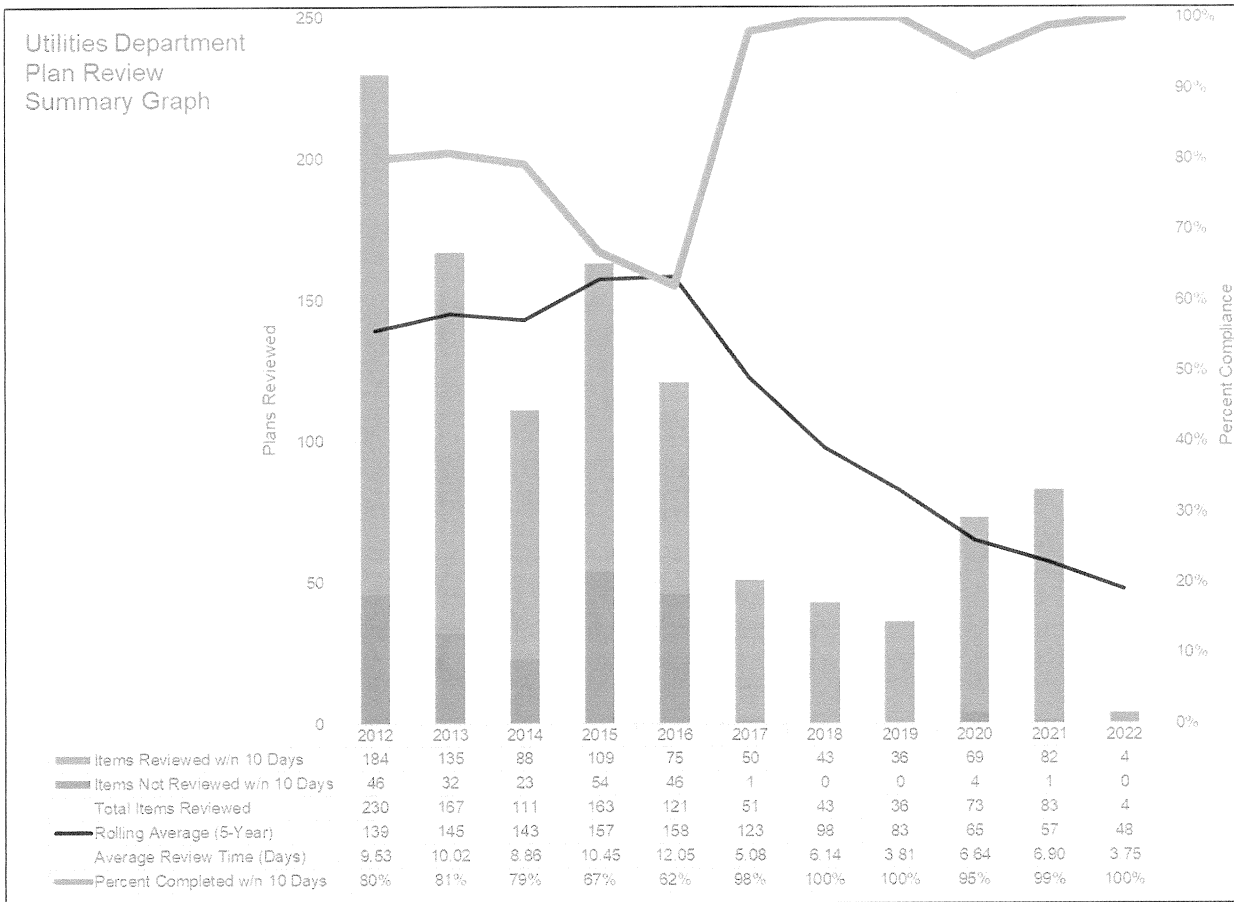
Wastewater Excise Tax – Non-Residential:

WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 8 commercial entities last month. Of the eight applications, seven applications were assessed since the applications were determined to increase wastewater flows over the previous use of the site. Through August, 15 commercial properties were reviewed and a total of \$76,487.38 was assessed to the 12 entities that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed.



PLAN REVIEW:

One plan set was reviewed during August. Staff have reviewed 4 plans for FYE2022 with an average review time of 3.75 days and with 100 percent of plans reviewed within 10 days.



RECOUPMENT PROJECTS:

1. NW Sewer Study: 36th Interceptor & Force Main Payback projects established in 1998/1999: Because of abandonment of Carrington LS, two resolutions reducing number of parcels requiring payback approved 01/10/12. Releases for many properties now served by North interceptor system projects were filed of record in 2012. NUA approved appropriation of payback funds on 12/05/17. Collected payback fees of \$697 for Jolley Addition on 03/23/18. NUA approved appropriation of payback funds 12/10/19 allowing staff to issue payback checks to developers in late December 2019.
2. Sewer Service Area 5 Payback: Payback project established by R-0304-13 for NUA share of sewer improvements along Highway 9 from the Summit Valley Lift Station to the USPS.
3. North Porter Waterline Payback: Payback project established 04/12/05 for 12-inch waterline constructed by Calvary Free Will Baptist Church along Porter Avenue from Tecumseh Road north. Total payback to date is \$0.00 of potential \$61,177.
4. 36th Avenue NW Waterline Payback: Payback project established 08/24/99 for 24-inch waterline along 36th Avenue NW from Tecumseh Road to SE 34th in Moore. Total payback to date is \$65,123.
5. 24th Avenue NW Waterline Payback: Payback project established 04/22/08 for 24-inch waterline along 24th Avenue NW from convention center to Tecumseh Road. Medcore billed \$27,212 on 04/15/20; total payback to date is \$87,074 of original project cost of \$346,134.
6. Post Oak Lift Station Payback: Payback project approved 04/14/09 for sewer and lift station improvements to serve the Links development and other properties in SE Norman. Construction complete and final payback costs approved 01/25/11. Parcel 5 payback of \$15,717.09 paid 12/15/15; total of \$15,717.09 paid to date and will be returned to Links at end of fiscal year. Payback funds returned to Links in January 2018. Links check reissued in July 2019 as previous check was never cashed.
7. Interstate Drive Waterline Payback: NUA approved payback project on 04/22/14 for waterline improvements in University North Park in conjunction with the extension of Interstate Drive. Construction was complete in late 2015. Staff has

finalized project costs, payback amounts and the Final Payback resolution approved 12/10/19. Hudiburg Subaru bill \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.

- 8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

2 Water Well Permits 21-3730 and 3879 were issued for the month of August.

**August 2021
ENVIRONMENTAL SERVICES DIVISION
MONTHLY REPORT**

INSPECTIONS

	August	Year to date
Fats, oil and grease (FOG) program	39	326
Food license approval	1	9
Significant Industrial Users	3	21
Total inspections	43	356

ROUTINE ACTIVITIES

	August	Year to date
Significant Industrial User sites sampled	0	19
Required annual 40 CFR Part 122, Appendix D, Table II monitoring completed (%)	0%	100%
Required quarterly 40 CFR Part 122, Appendix D, Table III monitoring completed (%)	0%	100%
Household hazardous waste disposal calls	29	376
Immediate assistance requested	0	7

REVENUE

	August	Year to date
FOG Program	\$100.00	\$34,750.00
Surcharge	\$13,893.77	\$95,825.37
Lab Analysis Recovery	\$0.00	\$2,996.07
Industrial Discharge Permit	\$0.00	\$3,500.00
Total revenue	\$13,993.77	\$137,071.44

ENVIRONMENTAL CONTROL ADVISORY BOARD (ECAB)

- 1 Provided staff liaison support including agenda setting, meeting attendance, minutes preparation, and issue research.
- 2 Facilitated Yard by Yard Training scheduling with Kevin Mink, USDA (October 20, 2021).
- 3 Distributed brochures/posters to libraries, grocery stores, municipal building, and Little Axe Community Center
- 4 Subcommittee is working on recycling education
- 5 Facilitated Landfill presentation scheduled for September 15, 2021 for ECAB.
- 6 Facilitating Volunteer of the Year Award process

MISCELLANEOUS ACTIVITIES

- 1 Staff maintain and loan out recycling containers for special events. Containers are routinely used at the OKC Memorial Marathon, Earth Day, May Fair, Summer Breeze concerts, Midsummer Nights Fair, Groovefest, and 2nd Friday Art Walks.
- 2 Working on Phase II of the Fats, Oils and Grease Program (FOG) - to include OU businesses, fraternities, sororities, and long-term care facilities.
- 3 As of August 31 2021 approximately 53,100 gallons of grease/solids had been prevented from entering the sanitary sewer in FYE 22 as a result of the FOG program.
- 4 Staff is working with other departments to increase energy efficiency - i.e. turning off computers, duplex printing, anti-idling, methane recovery, and retrofitting pumps with variable speed drives.
- 5 Scheduled e-waste event for October 23, 2021; working to confirm paint event on November 13, 2021
- 6 Working on the HHW facility operations plan, RFP for contractor, and job announcement/class spec; also attend progress meetings
- 7 Had Audit from DEQ on August 10, 2021-no deficiencies and lots of compliments
- 8 Set up educational event with OSU-extension with Boys and Girls Club on September 17.
- 9 Facilitated tours of OKC and MWC HHWF

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
SEWER MAINTENANCE				
August, 2021	FYE 22		FYE 21	
	MONTH	YTD	MONTH	YTD
Obstructions:				
City Responsibility	0	2	0	1
Property Owner Responsibility	15	20	19	49
TOTAL	15	22	19	50
Number of Feet of Sewer Cleaned:				
Cleaned	120,974	229,649	72,691	145,134
Rodded	2,510	71,393	6,780	9,675
Foamed	8,408	74,476	8,578	81,695
SL-RAT	0	0	24,001	24,001
TOTAL	131,892	375,518	112,050	260,505
Sewer Overflows:				
Rainwater	0	0	0	0
Grease/Paper/Roots	0	0	0	0
Obstruction	0	0	0	1
Private	1	2	0	2
Other (Lift Station, Line Break, etc.)	0	0	0	0
Total Overflows	1	2	0	3
Feet of Sewer Lines Televised	33,952	51,581	29,068	50,328
Locates Completed	250	529	298	589
Manholes:				
Inspected	1,023	2,603	1,182	2,269
New	0	0	0	0
Rebuilt	0	0	0	0
Repaired	0	0	0	0
Feet of Sewer Lines Replaced/Repaired	8.00	12.00	0	0
Hours Worked at Lift Station	99.07	267.07	112	216
Hours Worked for Other Departments	0.50	0.50	3.40	3.40
OJI Percentage	0.00	0.00	0.00	0.00
Square Feet of Concrete	0	0	0	0
Average Response Time (Hours)	0.32	0.39	0.38	0.31
Claims Paid Per 10,000 People	0	0.0000	0	0.0000

CITY OF NORMAN				
DEPARTMENT OF UTILITIES				
LINE MAINTENANCE DIVISION				
MONTHLY PROGRESS REPORT				
WATER MAINTENANCE				
	FYE 22		FYE 21	
August, 2021	MONTH	YTD	MONTH	YTD
New Meter Sets:	63	102	63	105
Number Short Sets	63	102	63	105
Number Long Sets	0	0	0	0
Average Meter Set Time	5.11	4.79	4.60	4.98
Number of Work Orders:				
Service Calls	380	722	426	784
Meter Resets	1	2	1	2
Meter Removals	2	2	1	3
Meter Changes	25	48	68	126
Locates Completed	1,093	2,325	428	920
Number of Water Main Breaks	21	43	17	34
Average Time Water Off	2.38	2.58	1.50	2.00
Fire Hydrants:		0		
New	0	0	0	2
Replaced	0	155	0	0
Maintained	99	280	85	194
Number of Valves Exercised	141	0	274	506
Feet of Main Construction	0	462	90	562
Hours of Main Construction	0	0	184	791
Meter Changeovers	0	0	1	4
OJI Percentage	0.00	0.00	0.00	0.00
Hours Flushing/Testing New Mains	102.00	128	153	223
Hours Worked Outside of Division	1.75	2.00	8	14

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
August 1-31, 2021

Flow Statistics

	FYE 2022		FYE 2021	
	<u>This Month</u>	<u>YTD</u>	<u>This Month</u>	<u>YTD</u>
Total Influent Flow (M.G.)	330.5	760.5	332.4	665.4
Total Effluent Flow (M.G.)	328.0	741.0	323.6	650.2
Influent Peak Flow (MGD)	11.8	25.5	14.8	14.8
Effluent Peak Flow (MGD)	11.5	25.5	14.8	14.8
Daily Avg. Influent Flow (MGD)	11.4	12.8	10.7	10.7
Daily Avg. Effluent Flow (MGD)	10.6	11.9	10.4	10.5
Precipitation (inches)	1.6	4.0	3.7	5.9

Discharge Monitoring Report Stats

	EPA minimum percentage removal 85%	
5 day BOD:	Avg.	Avg.
Influent Total (mg/l)	119	113
Effluent Carbonaceous Total	2	3
Percent Removal	98.3	97.3
Total Suspended Solids:		
Influent (mg/L)	230	287
Effluent (mg/L)	3	3
Percent Removal	98.7	99
Dissolved Oxygen:		
Influent (min)	0.4	0.2
Effluent (min)	7.3	6.8
pH		
Influent (Low)	6.8	6.9
(High)	7.1	7.4
Effluent (Low)	7.0	6.9
(High)	7.4	7.5
Ammonia Nitrogen		
Influent (mg/L)	24.6	28.7
Effluent (mg/L)	1.0	0.9
Percent Removal	96.0	26.7

Utilities

Electrical

Total kWh Used (Plant wide)	548,180	998,460	484,000	975,000
Aeration Blowers	209,600	533,180	186,600	377,600
UV Facility	84,000	207,000	77,200	141,800

Natural Gas

Total cubic feet/day (plant wide)	330,000	663,000	390,000	799,000
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Public Education (Tours)

	0	0	0	0
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Total Attendees FYE 22

	18	0
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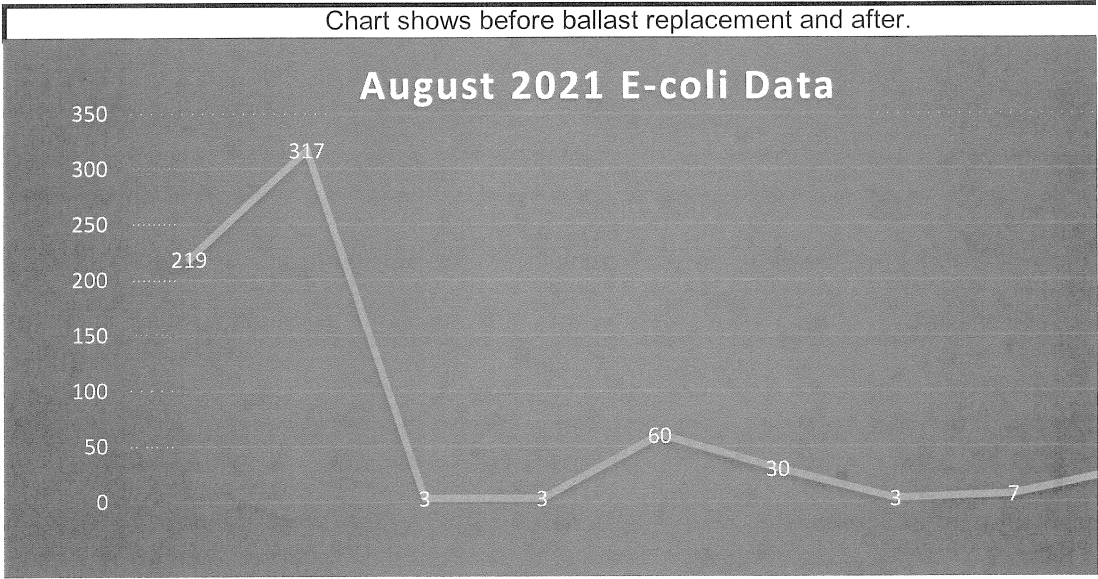
Reclaimed Water System (MG)

	0.0	0.0	0.0	0.0
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OU Golf Course

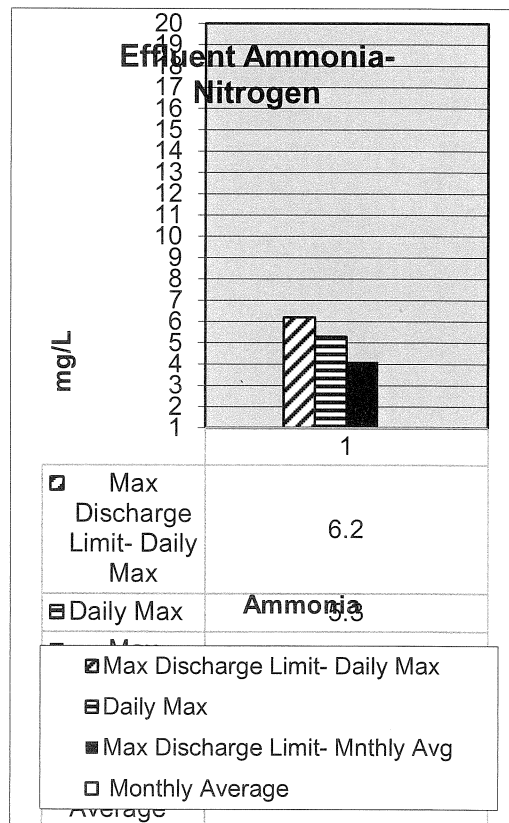
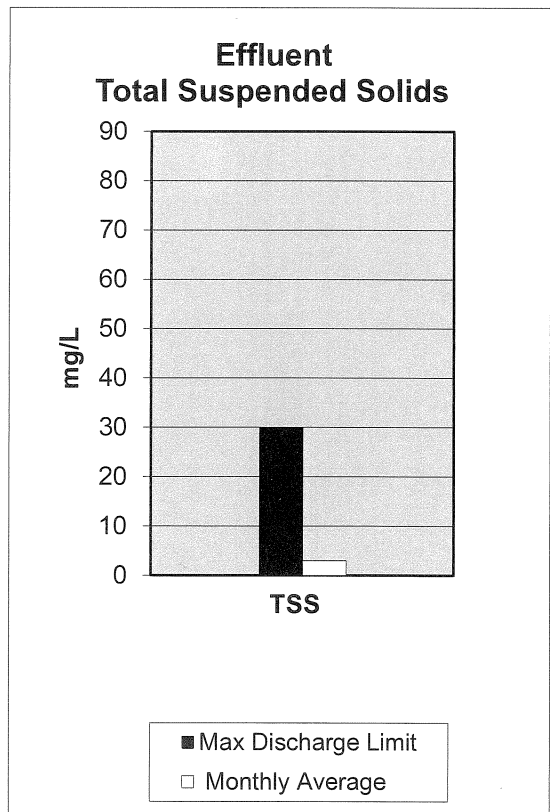
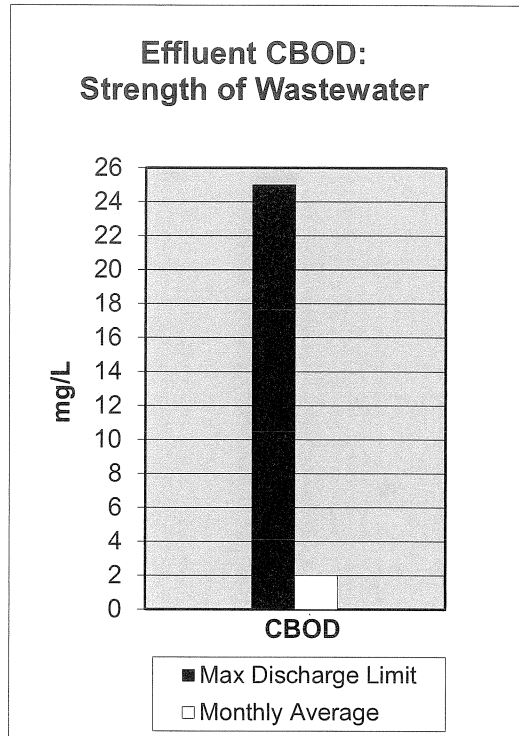
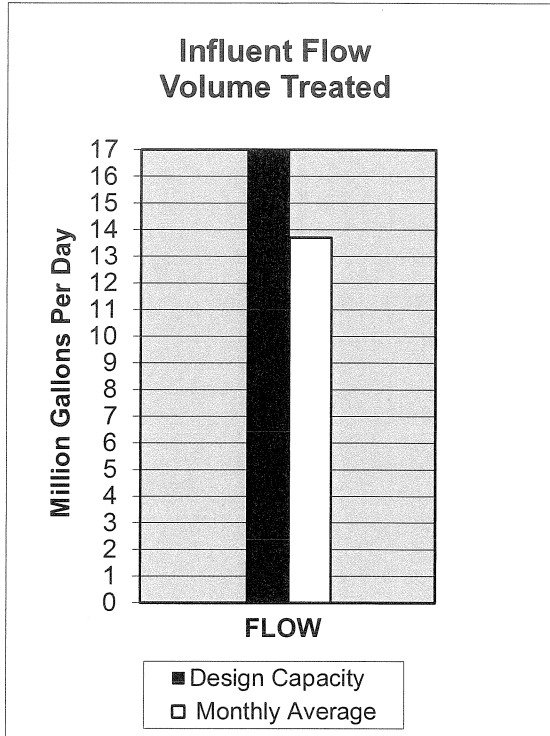
	14.0	26.0		11.3
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E.coli geometric mean for August 26 MPN (Limit 126 MPN)



**CITY OF NORMAN
WATER RECLAMATION FACILITY
August 2021**

Item 6.



Comments here

**CITY OF NORMAN, OKLAHOMA
DEPARTMENT OF UTILITIES**

MONTHLY PROGRESS REPORT

WATER TREATMENT DIVISION

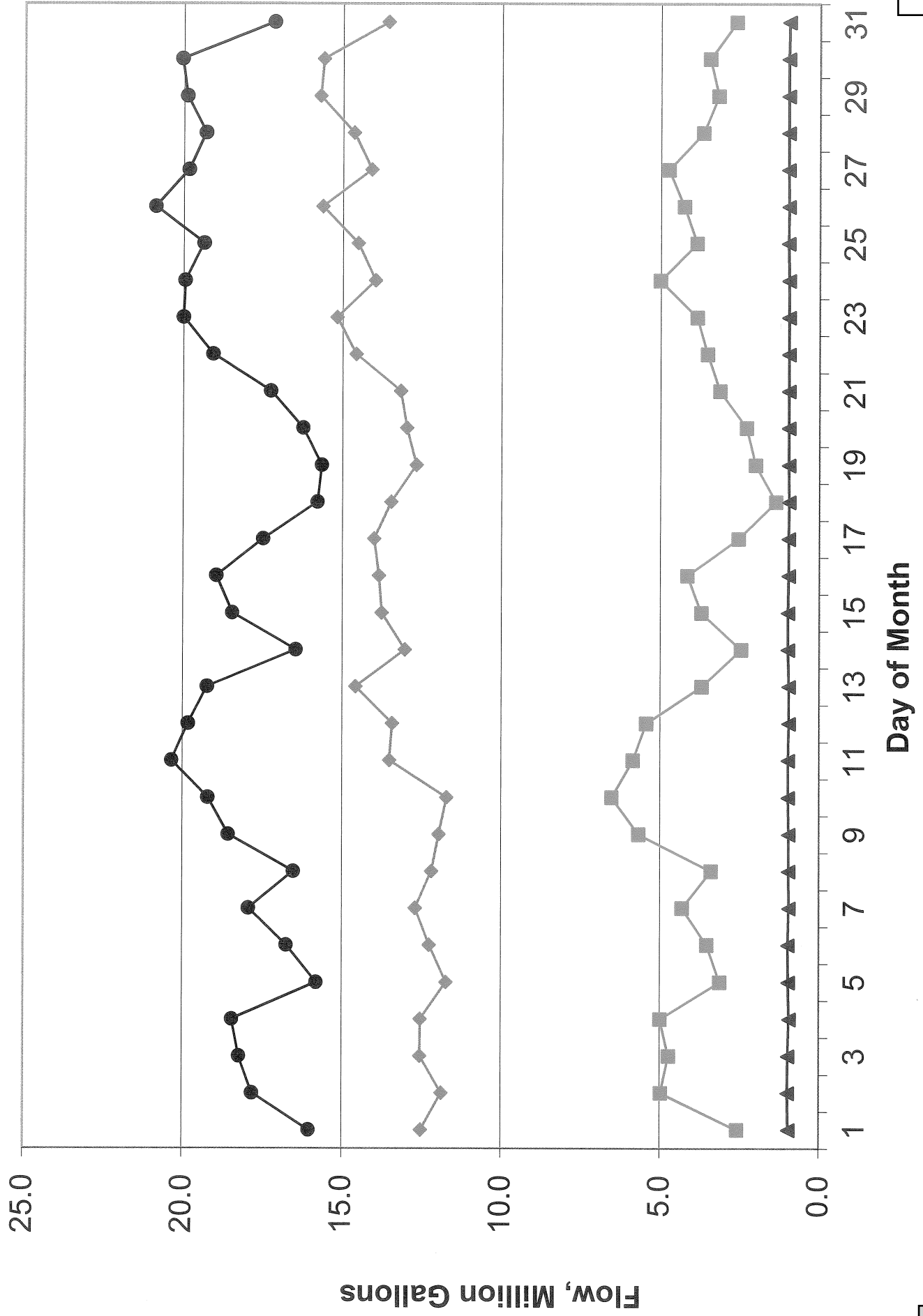
MONTH: August-2021

	<u>FYE 2022</u>		<u>FYE 2021</u>	
	<u>This month</u>	<u>Year to date</u>	<u>This month</u>	<u>Year to date</u>
Water Supply				
Plant Production (MG)	417.97	803.57	443.49	871.72
Well Production (MG)	118.69	194.19	123.66	228.27
Oklahoma City Water Used (MG)	30.08	60.13	36.79	67.68
Total Water Produced (MG)	566.74	1057.90	603.94	1167.67
Average Daily Production	18.28	17.06	19.48	18.83
Peak Day Demand				
Million Gallons	20.88	26.00	26.00	26.00
Date	8/26/2021	8/23/2020	8/23/2020	8/23/2020
System Capacity (see note 1)	23.35	23.35	23.35	23.35
Demand Above Capacity (Peak Day)	0.00	2.65	2.65	2.65
Note 1: Beginning June 2016 the System Capacity includes the Oklahoma City water line. (Plant + Wells + OKC)				
Costs				
Plant	\$685,996.58	\$1,382,486.11	\$685,792.38	\$1,382,751.46
Wells	\$234,178.42	\$458,056.68	\$221,935.13	\$451,416.75
OKC	\$92,565.60	\$169,731.18	\$103,180.75	\$176,434.38
Total	\$1,012,740.60	\$2,010,273.97	\$1,010,908.26	\$2,010,602.59
Cost per Million Gallons				
Plant	\$1,641.24	\$1,720.42	\$1,546.35	\$1,586.23
Wells	\$1,973.11	\$2,358.76	\$1,794.69	\$1,977.58
OKC	\$3,077.52	\$2,822.55	\$2,804.89	\$2,606.74
Total	\$1,786.97	\$1,900.25	\$1,673.86	\$1,721.89
Water Quality				
Total Number of Bacterial Samples	122	220	90	170
Bacterial Samples out of Compliance	3	3	0	0
Total number of inquiries (Note 2)	5	12	3	11
Total number of complaints (Note 2)	10	11	1	15
Number of complaints per 1000 service connections	0.25	0.27	0.02	0.37
Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished.				
Safety				
Hours lost to OJI	0	0	0	0
Hours lost to TTD	0	0	0	0
Total Hours Lost	0	0	0	0
Safety Training Sessions Held	1	2	0	0
Public Education				
Number of tours conducted	5	7	0	0
Number of people on tours	62	71	0	0

Notes:

Staff installed fabricated air reliefs on intermediate pump station. Pending well pump/motor for well 38. Staff working to repair sump in clarifier #4 blowoff vault. Ozone contactor repairs scheduled for this fall to complete plumbing. Solar panel installation scheduled for next month at the northeast corner of property.

Water Production for August 2021



MONTHLY TRANSFER STATION REPORT
August 2021

	TONS PER MONTH	REVENUE PER MONTH
O.U. TONS	322.83	\$16,306.18
STANDARD TONS	2,017.11	118,747.79
CASH TONS:	390.01	\$17,068.20
TOTALS:	2,729.95	\$33,374.38

	MONTH
# OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	479.00
# OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS.	9624.05
# OF LOADS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS.	0.00
# OF TONS TRANSPORTED TO OKC LANDFILL BY INDIVIDUAL SANITATION TRUCKS:	0.00
TOTAL LOADS BROUGHT TO LANDFILLS:	479.00
GRAND TOTAL TONS TO LANDFILLS	9,624.05
DISPOSAL COST PER TON (OKC)	\$20.88
TIPPING FEE'S FOR DUMPING AT OKC:	\$200,950.16
GRAND TOTAL TIPPING FEE'S	\$200,950.16
# OF LOADS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS:	756.00
# OF TONS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS:	4395.12
# OF LOADS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS:	415.00
# OF TONS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS:	2959.18
TOTAL LOADS BROUGHT TO TRANSFER STATION:	1171.00
TOTAL TONS BROUGHT TO TRANSFER STATION:	7354.30
MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.:	188.44
TOTAL TONS RECEIVED AT TRANSFER STATION	19896.74

Drop Center Report AUGUST 2021

MONTHLY UNIT PRICES	Revenue per ton	Proc. Fee	LBS Rejected	Tons Rejected	%	LNDFL Fee	Tons Diverted	\$ Diverted
ALUMINIUM:	\$1,140.00	\$0.00	0	0	0	0%	\$20.88	\$1,850.11
PLASTICS:	\$15.00	\$0.00						\$38,630.30
STEEL CANS:	\$0.00	\$0.00						
MIXED OFFICE PAPER:	\$80.00	\$0.00						
CARDBOARD:	\$165.00	\$0.00						

	#9	Westwood		Hollywood		Transfer		Total Tons	PRO/FEE	Revenues	Net
		TONS	Tons	TONS	Tons	TONS	Tons				
ALUMINIUM:		0.54	0.35	0.46	0.05	1.4		\$0.00	\$1,596.00	\$1,596.00	
PLASTICS:		2.44	1.68	3.25	0.28	7.65		\$0.00	\$114.75	\$114.75	
STEEL CANS:		0.43	0.26	0.35	0.04	1.08		\$0.00	\$0.00	\$0.00	
MIXED OFFICE PAPER:		5.11	1.81	16.07	0	22.99		\$0.00	\$1,839.20	\$1,839.20	
CARDBOARD:		14.49	10.86	29.19	0.41	54.95		\$0.00	\$9,066.75	\$9,066.75	
RECYCLING CENTER TOTALS:		23.01	14.96	49.32	0.78	88.07		\$0.00	\$12,616.70	\$12,616.70	

Other Cardboard Containers	Compactors		Wood		Glass		Metal	
	Revenues	TONS	Revenues	TONS	Revenues	TONS	Revenues	TONS
TONS	60.63	\$10,003.95	10.78	\$1,778.70	2.24	\$0.00	27.27	\$0.00
								7.88
								Cost
								Profit
								\$890.20
								\$180.20
								\$710.00

Expenses	Average hrly+ benefits	\$26.78
Hours	Cage Rolloff	48
Labor \$	Cardboard	163.25
Vehicle cost	Occ Compact	4
	MXD Office	16
	Total	231.25
		\$6,192.88
		\$2,134.24

Revenue	Income	Expense	Net
	\$36,821.47	\$8,327.12	\$28,494.36
			Customer Revenue
			\$11,712.12

Total All Recycle and Cardboard	Revenues
Tons	196.87
	\$25,109.35

Total Recycle Only	Revenues
Tons	70.51
	\$4,259.95

Total Cardboard	Revenues
Tons	126.36
	\$20,849.40

CURBSIDE MONTHLY RECYCLING REPORT

AUGUST

PROGRAM STATISTICS

	AVERAGE
	MONTH
SET OUT/PARTICIPATION RATE:	91%
AVERAGE TONS PER DAY :	11.49
POUNDS PER HOME:	20.46

COMMODITY BY TON

	% of Total	TONS
ALUMINUM BEVERAGE CAN	1.96%	6.75
#1 PET	4.08%	14.06
NEWS	0.00%	0
GLASS CONTAINERS	10.07%	34.71
MIX PAPER	29.67%	102.25
PLASTIC FILM	0.60%	2.07
#2 NATURAL	1.11%	3.83
#2 COLOR	1.66%	5.72
#3-#7	0.00%	0
METAL	0.30%	1.03
RIGIDS	0.26%	0.9
TIN-STEEL SCRAP	2.14%	7.38
TRASH	27.91%	96.19
OCC	20.24%	69.76
TOTAL	100.00%	344.65

	MONTH
SERVICE CALLS (MISSES)	45
HOUSESIDE	6
REMINDER	2
SCATTERED	0
MISC.	0
REPAIR	18
NEW	36
ADD	5
MISSING	8
EXCHANGE	2
REPLACE	13
PICK UP	6
TOTAL CALLS	141.00

	MONTH
LANDFILL COST AVOIDANCE	\$6,806.84

SANITATION DIVISION PROGRESS REPORT

SUMMARY 2021

	FYE 21		FYE 22	
	MONTH	YR-TO-DATE	MONTH	YR-TO-DATE
<u>Vehicle Accidents</u>	0	0	0	1
<u>On The Job Injuries</u>	1	1	0	0
<u>Bulk Pickups</u>	30	64	28	71
<u>Refuse Complaints</u>	100	190	90	188
<u>New Polycarts Requests</u>	59	133	67	122
<u>Polycarts Exchanges</u>	11	19	20	34
<u>Additional Polycart Requests</u>	75	150	90	207
<u>Replaced Stolen Polycarts</u>	18	56	27	59
<u>Replaced Damaged Polycarts</u>	132	253	114	249
<u>Polycarts Repaired</u>	33	82	44	130

COMPOST MONTHLY REPORT

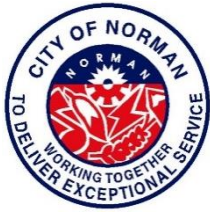
AUGUST

	MONTH
TONS BROUGHT IN BY COMPOST CREWS:	325.27
LANDFILL TIPPING FEE'S	\$ 20.88
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 6,791.64
TONS BROUGHT IN BY PUBLIC:	1,052.52
TONS BROUGHT IN BY CONTRACTORS :	2,280.46
TONS BROUGHT IN BY OTHER CITY DEPARTMENTS:	175.42
LANDFILL TIPPING FEE'S	\$ 20.88
SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 73,255.39
TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL:	\$ 80,047.03
REVENUE COLLECTED FROM COMPOST SALES:	\$1,020.00
REVENUE COLLECTED FROM MULCH SALES:	\$0.00
TOTAL TONS COLLECTED	3,833.67

	MULCH CUBIC YDS	COMPOST CUBIC YDS
	MONTH	MONTH
PARKS DEPT.		
ROAD & CHANNEL		
LINE MAINTENANCE		
STREET DEPT.		
WATER TREATMENT		
MURPHY PRODUCTS OKC		
SELF LOADING BIN	60	
DRYING BEDS	1,200	
COMPOST SOLD BY CUBIC YARDS		360
MULCH SOLD BY CUBIC YARDS	4,000	
TOTAL:	5,260	360

File Attachments for Item:

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE A FIRE APPARATUS FROM SUTPHEN CORPORATION THROUGH HEARTLAND FIRE TRUCKS, L.L.C., IN THE AMOUNT OF \$580,222.17 UTILIZING THE HOUSTON GALVESTON AREA CONTRACT (HGAC).



CITY OF NORMAN, OK STAFF REPORT

Item 7

MEETING DATE: 09/28/2021

REQUESTER: Travis King

PRESENTER: Travis King, Fire Chief

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AUTHORIZATION TO PURCHASE A FIRE APPARATUS FROM SUTPHEN CORPORATION THROUGH HEARTLAND FIRE TRUCKS, L.L.C., IN THE AMOUNT OF \$580,222.17 UTILIZING THE HOUSTON GALVESTON AREA CONTRACT (HGAC).

BACKGROUND:

The fiscal year 2021-2022 (FYE 22) budget includes funds to purchase a fire apparatus from Public Safety Sales Tax proceeds.

DISCUSSION:

The City has purchased major fleet vehicles from the Houston Galveston Area Contract (HGAC) in the past to satisfy the Norman Code requirements found in Section 8-204. Purchasing from these types of contracts provides the City with the benefit of a competitive bid process without the time and expense of acquiring separate bids. In this case, the HGAC has a much wider selection of competitively bid items available, including fire apparatus. The City has purchased several apparatuses in the past with success.

In this case we have an opportunity to purchase a heavy duty pumper budgeted for FYE 22 from Sutphen Corporation through Heartland Fire Trucks LLC utilizing the HGAC. Cost of this apparatus is \$590,456.75. Sutphen offers a discount where a prepayment of 80% of the bid price is made. The HGAC contract submitted by Heartland Fire Trucks LLC for \$580,222.17 includes a discount of \$10,234.58 for prepaying 80% of the cost of the apparatus. The proposal thus requires an initial payment of \$472,365.40 with the remaining \$107,856.77 to be paid after the apparatus has been received and accepted by the City.

Funds for this purchase are available in the FYE 22 Budget in Public Safety Sales Tax, Fire Suppression, Fire Trucks (15665143-45005).

RECOMMENDATION:

Staff recommends that City Council authorize the purchase of the fire apparatus from Sutphen Corporation through Heartland Fire Trucks LLC utilizing the HGAC in the amount of \$580,222.17.

SUTPHEN **PROPOSAL**

TO THE:
Norman Fire Department
Attn: Chief Travis King
415 E. Main
Norman, OK 73071

DATE: September 2, 2021

We hereby propose and agree to furnish the following firefighting equipment upon your acceptance of this proposal:

One (1) Sutphen Heavy Duty Custom Pumper via the HGACBuy Contract #FS12-19 Complete and Delivered for the Sum of \$590,456.75

The unit shall be manufactured completely in accordance to the following proposal and delivered in approximately **13-15** months from the date of the contract signing or purchase order, subject to delays from all causes beyond our control.

This proposal shall be valid for forty-five (45) days. If the contract or purchase order is not received within this proposed duration, we reserve the right to extend, withdraw, or modify our proposal, including pricing, delivery times, and prepayment discounts as applicable.

Respectfully submitted,



Mark Richardson
Heartland Fire Trucks LLC
Authorized Representative for Sutphen Corporation
580-467-4199



**Norman Fire Department
PUBLISHED OPTIONS**

Add, Change, Delete	OPTION #	QTY	DESCRIPTION	CODE	UNIT PRICE	EXTENDED PRICE	PRICE WITH 15% DISCOUNT
A	10000200	1	PROPOSAL DRAWINGS	IATS	\$0.00	\$0.00	\$0.00
A	10000210	1	APPROVAL DRAWINGS	IATS	\$0.00	\$0.00	\$0.00
A	10000300	4	~PRECONSTRUCTION CONFERENCE - PER PERSON, PER TRIP	IATS	\$1,250.00	\$5,000.00	\$5,000.00
A	10000310	4	~FINAL INSPECTION TRIPS - PER PERSON, PER TRIP	IATS	\$1,250.00	\$5,000.00	\$5,000.00
D	25010000	-1	FRAME, 10" SINGLE RAILS, SINGLE AXLE (50K PSI)	STD	\$0.00	\$0.00	\$0.00
A	25010255	1	FRAME, 10" DOUBLE RAILS, DOMEX, SINGLE AXLE (110K PSI)	IPOS	\$1,221.78	\$1,221.78	\$1,038.51
D	23014110	-1	ENGINE, CUMMINS L 9 380HP DOC-DPF-DEF-SCR OBD	STD	\$0.00	\$0.00	\$0.00
A	23014130	1	ENGINE, CUMMINS L 9 450HP DOC-DPF-DEF-SCR OBD	IPOS	\$7,337.90	\$7,337.90	\$6,237.22
A	21030000	1	FAN CLUTCH	IPOS	\$942.78	\$942.78	\$801.36
D	21030005	-1	FAN CLUTCH (NOT PROVIDED)	STD	\$0.00	\$0.00	\$0.00
D	13010050	-1	ALTERNATOR, LEECE NEVILLE 270 AMP 4916PA	STD	\$0.00	\$0.00	\$0.00
A	13010225	1	ALTERNATOR, LEECE NEVILLE 420 AMP BLP4003	IPOS	\$810.96	\$810.96	\$689.32
D	15030410	-1	120V SHORELINE INLET, MANUAL, HUBBEL #HBL61CM64 (GRAY)	STD	\$298.69	-\$298.69	-\$253.89
A	15030460	1	120V SHORELINE INLET, KUSSMAUL SUPER 20 AUTO EJECT W/ BUILT IN DIGITAL DISPLAY 091-55-194X-XXX	IPOS	\$810.55	\$810.55	\$688.97
A	15031565	1	BATTERY CHARGER, KUSSMAUL LPC 40	IPOS	\$1,235.23	\$1,235.23	\$1,049.95
D	15031577	-1	BATTERY CHARGER, IOTA DLS-45	STD	\$477.74	-\$477.74	-\$406.08
D	14010505	-1	FRONT AXLE, MERITOR MFS-18-133A 18,000 LB.	STD	\$0.00	\$0.00	\$0.00
A	14022120	1	FRONT AXLE, HENDRICKSON STEERTEK NXT 20,000 LB.	IPOS	\$428.45	\$428.45	\$364.18
D	41010015	-1	FRONT SUSPENSION, STANDENS 18,000 LBS. (3) 54" LEAFS	STD	\$0.00	\$0.00	\$0.00
A	41022120	1	FRONT SUSPENSION, HENDRICKSON 20,000 LBS. (4) 56" LEAFS	IPOS	\$0.00	\$0.00	\$0.00
D	41030100	-1	SUSPENSION, ENHANCED SYSTEM	STD	\$0.00	\$0.00	\$0.00
D	41040500	-1	STEER ASSIST, NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
A	41040510	1	STEER ASSIST	IPOS	\$268.75	\$268.75	\$228.44
D	43010300	-1	FRONT TIRES GOODYEAR 315/80R22.5 LRL G291 HWY 22.5 X 9 WHEELS	STD	\$0.00	\$0.00	\$0.00
A	43010310	1	FRONT TIRES MICHELIN 385/65R22.5 LRL X MULTIWAY HD XZE 22.5 x 12.25 WHEELS	IPOS	\$263.46	\$263.46	\$223.94
D	14510520	-1	REAR AXLE, MERITOR RS-24-160 24,000 LB.	STD	\$0.00	\$0.00	\$0.00
A	14510530	1	REAR AXLE, MERITOR RS-26-185 27,000 LB.	IPOS	\$2,077.03	\$2,077.03	\$1,765.48
D	42010000	-1	REAR SUSPENSION, REYCO 24,000 LBS. LEAF	IPOS	\$0.00	\$0.00	\$0.00
A	42010015	1	REAR SUSPENSION, FIREMAAX 27,000 LBS. AIR RIDE	IPOS	\$0.00	\$0.00	\$0.00
D	44010308	-1	27,000 GVWR	STD	\$0.00	\$0.00	\$0.00
A	44010370	1	TIRES, REAR, MICHELIN 12R22.5 LRH XDS MUD & SNOW 24000 - 27,000 GVWR	IPOS	\$594.11	\$594.11	\$504.99
D	44210000	-1	WHEELS, STEEL (max 27K rear)	STD	\$0.00	\$0.00	\$0.00
A	44210210	1	WHEELS, ALUM, ALCOA, DURABRITE (max 27K rear)	IPOS	\$952.11	\$952.11	\$809.29
D	44230210	-1	BALANCE STEEL WHEELS, SINGLE AXLE	IATS	\$245.94	-\$245.94	-\$209.05
D	16010009	-1	BRAKES MERITOR SCAM 6" FRONT, SCAM 7" REAR	STD	\$0.00	\$0.00	\$0.00
A	16010265	1	BRAKES STEERTEK DISC PLUS EX225 FRONT, MERITOR DISC PLUS EX225 REAR	IPOS	\$4,148.98	\$4,148.98	\$3,526.63
A	18020000	1	CENTRAL LOCATION FOR AIR TANK DRAINS	IATS	\$487.45	\$487.45	\$414.33
A	18035110	1	AIR COMPRESSOR, KUSSMAUL AUTO PUMP AC, 100PSI	IATS	\$1,122.79	\$1,122.79	\$954.37
A	18036105	1	TIMER, KUSSMAUL AUTO PUMP	IATS	\$294.31	\$294.31	\$250.16
A	14530500	1	TIRE CHAINS, ON-SPOT, 6 STRANDS	IATS	\$2,719.36	\$2,719.36	\$2,311.46
A	11023250	1	CAB TSAL4E 73" 10" RR 1/2	IPOS	\$1,748.36	\$1,748.36	\$1,486.11
D	11023291	-1	CAB TSAL4J 62" FLAT	IPOS	\$728.48	-\$728.48	-\$619.21
D	11031000	-1	CAB TILT SYSTEM, MANUAL PULL CABLE	STD	\$0.00	\$0.00	\$0.00
A	11031025	1	CAB TILT SYSTEM, AIR CONTROL VALVE	IPOS	\$293.00	\$293.00	\$249.05
D	11031386	-1	CAB STEPS, LOWER & INTERMEDIATE DIAMONDPLATE	STD	\$0.00	\$0.00	\$0.00
A	11031387	1	CAB STEPS, LOWER GRIP STRUT, INTERMEDIATE DIAMONDPLATE	IPOS	\$353.30	\$353.30	\$300.31
A	11031390	1	AUXILIARY CAB STEPS, ALUM, GRIP STRUT (SET OF 4)	IATS	\$2,989.75	\$2,989.75	\$2,541.29
D	11031399	-1	CAB STEP LIGHTING, TECNIQ E45 LED STRIP LIGHTS	STD	\$0.00	\$0.00	\$0.00
D	11031419	-1	CAB DOOR WINDOWS, MANUAL (4)	STD	\$0.00	\$0.00	\$0.00
A	11031421	1	CAB DOOR WINDOWS, POWER (4)	IPOS	\$780.09	\$780.09	\$663.08
D	11031400	-1	DELETE CAB SIDE WINDOWS	STD	\$0.00	\$0.00	\$0.00
A	11031401	1	CAB SIDE WINDOWS, FIXED, BOTH SIDES	IPOS	\$383.45	\$383.45	\$325.93
A	11031455	1	TWO FIXED WINDOWS IN BACK WALL OF CAB APPROX 5.25" X 11.25" OVAL	IPOS	\$537.41	\$537.41	\$456.80
D	11031460	-1	NO WINDOWS, BACK WALL OF CAB	STD	\$0.00	\$0.00	\$0.00
A	11031465	6	WINDOW TINTING (LIMO TINT 8%) - EACH	IATS	\$69.35	\$416.10	\$353.69
A	52030100	1	DEACTIVATE WINDSHIELD WIPERS WITH PARKING BRAKE ENGAGED	IATS	\$0.00	\$0.00	\$0.00
D	38010015	-1	MIRRORS LANG MEKRA 300 SERIES REMOTE	STD	\$0.00	\$0.00	\$0.00
D	11024500	-1	FLAMING "S" LOGO, UPPER GRILLE, REFLECTIVE RED	STD	\$0.00	\$0.00	\$0.00
A	11024510	1	FLAMING "S" LOGO, UPPER GRILLE, ILLUMINATED RED	IPOS	\$315.21	\$315.21	\$267.93
D	11024602	-1	LOWER GRILLE, POLISHED STAINLESS, FOR TUBULAR GRILLE (L9)	IPOS	\$0.00	\$0.00	\$0.00
A	11024615	1	LOWER GRILLE, POLISHED STAINLESS, LASER CUT LETTERING W/ BACKLIGHTING	IPOS	\$548.38	\$548.38	\$466.12

D	20010075	-1	BUMPER, 12" POLISHED STAINLESS STEEL	STD	\$0.00	\$0.00	\$0.00
A	20012210	1	BUMPER, 18" FORMED STEEL CHANNEL, PAINTED	IPOS	\$1,342.00	\$1,342.00	\$1,140.70
D	20029800	-1	BUMPER SIDES, DIAMONDPLATE	STD	\$0.00	\$0.00	\$0.00
A	20029830	1	BUMPER SIDES, PAINTED STEEL, W/POCKET (12-24" EXTENSION)	IPOS	\$853.95	\$853.95	\$725.86
A	20040105	1	STORAGE WELL, DEEP CENTER, FULL WIDTH (18" BUMPER)	IATS	\$651.63	\$651.63	\$553.89
A	20040300	1	1" LIP AROUND BUMPER TROUGH	IATS	\$508.19	\$508.19	\$431.96
A	20030100	1	STORAGE WELL COVER, TREADPLATE, 2" RAISE	IATS	\$748.59	\$748.59	\$636.30
A	20030510	1	CUT-OUT IN STORAGE WELL COVER	IATS	\$98.50	\$98.50	\$83.73
A	20030600	1	BUMPER TROUGH LIGHTING, TECNIQ E44 LED LIGHT STRIP	IATS	\$276.29	\$276.29	\$234.85
A	20042140	1	PROTECTIVE BUMPER COATING, RAPTOR, TOP EDGE OF FRONT BUMPER	IATS	\$368.36	\$368.36	\$313.11
A	12030305	1	FOOT SWITCH, DRIVER'S SIDE	IATS	\$98.14	\$98.14	\$83.42
A	12030310	1	FOOT SWITCH, OFFICER'S SIDE	IATS	\$98.14	\$98.14	\$83.42
D	12030350	-1	LANYARD CONTROL FOR AIR HORNS	IATS	\$98.14	-\$98.14	-\$83.42
D	12510110	-1	ELEC SIREN, WHELEN 295HFS2, REMOTE FLUSH MOUNT	STD	\$771.79	-\$771.79	-\$656.02
A	12520000	1	ELEC SIREN NOT PROVIDED	IPOS	\$0.00	\$0.00	\$0.00
D	12620100	-1	SIREN SPEAKER, 100W, CAST PRODUCTS, SA4201-6B-A	STD	\$551.65	-\$551.65	-\$468.90
D	12670110	-1	SIREN SPEAKER(S) INSTALLED BEHIND CAB GRILLE	STD	\$0.00	\$0.00	\$0.00
A	12710100	1	SIREN, FEDERAL Q2B, GRILLE MOUNT	IATS	\$2,956.61	\$2,956.61	\$2,513.12
A	12730305	1	FOOT SWITCH, DRIVER'S SIDE, FOR MECH SIREN	IATS	\$98.14	\$98.14	\$83.42
A	12730310	1	FOOT SWITCH, OFFICER'S SIDE, FOR MECH SIREN	IATS	\$98.14	\$98.14	\$83.42
A	12730363	1	SIREN BRAKE SWITCH FOR MECH SIREN, DRIVER'S & OFFICER'S SIDE	IATS	\$196.28	\$196.28	\$166.84
A	32520520	1	HEADLIGHTS, LED, FIRETECH FT-4X6, DUAL STS HOUSINGS	IPOS	\$4,391.68	\$4,391.68	\$3,732.93
D	32520650	-1	HEADLIGHTS, HALOGEN, SINGLE STS HOUSING	IPOS	\$1,228.78	-\$1,228.78	-\$1,044.46
A	48010300	1	FRONT TURN SIGNALS, WHELEN 400 SERIES LED (4)	IPOS	\$485.96	\$485.96	\$413.07
D	48090000	-1	FRONT TURN SIGNALS, TRUCK LITE, HALOGEN (2)	STD	\$0.00	\$0.00	\$0.00
A	32530620	1	CORNERING LIGHTS, WHELEN 600 LED	IATS	\$1,003.05	\$1,003.05	\$852.59
A	32530700	1	DAYTIME RUNNING LIGHTS	IATS	\$268.71	\$268.71	\$228.40
D	32530750	-1	ICC LIGHTS, LED, ROOF MOUNTED MARKERS, GROTE	STD	\$0.00	\$0.00	\$0.00
A	32530754	1	ICC, LED BROW LIGHT INTEGRATED MARKERS	IPOS	-\$98.50	-\$98.50	-\$83.73
A	27030615	1	COAT HOOKS ON UPPER GRAB HANDRAILS, DRIVER'S SIDE (2)	IATS	\$67.89	\$67.89	\$57.71
A	27030655	1	COAT HOOKS ON UPPER GRAB HANDRAILS, OFFICER'S SIDE (2)	IATS	\$67.89	\$67.89	\$57.71
A	27030710	1	HANDRAILS, FRONT OF CAB, KNURLED STAINLESS STEEL (PAIR)	IATS	\$588.03	\$588.03	\$499.83
D	27030100	-1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) ONLY	STD	\$0.00	\$0.00	\$0.00
A	27030120	1	HANDRAILS, REAR CAB INTERIOR DOOR, BLACK RUBBERIZED (2) AND KNURLED STS AT WINDOW (2)	IPOS	\$408.88	\$408.88	\$347.55
A	11032010	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, DS	IPOS	\$2,973.09	\$2,973.09	\$2,527.13
A	11032410	2	EXTERIOR COMPARTMENT DOOR LOCK	IATS	\$19.73	\$39.46	\$33.54
A	11032110	1	OPENING TO DRIVER'S SIDE CREW SEAT COMPT	IPOS	\$591.11	\$591.11	\$502.44
A	11032060	1	EXTERIOR COMPT, SIDE OF EXT CAB, 38" H, OS	IPOS	\$2,973.09	\$2,973.09	\$2,527.13
A	11032120	1	OPENING TO OFFICER'S SIDE CREW SEAT COMPT	IPOS	\$591.11	\$591.11	\$502.44
D	11035422	-1	DIAMONDPLATE CAB ROOF 56" x FULL WIDTH	IPOS	\$366.64	-\$366.64	-\$311.64
A	11035426	1	SMOOTH METAL CAB ROOF 30" x FULL WIDTH, PAINTED ROOF COLOR	IPOS	\$1,158.75	\$1,158.75	\$984.94
D	11032950	-1	REFLECTIVE MATL, INTERIOR CAB DOORS, SCOTCHLITE STRIPE	STD	\$138.68	-\$138.68	-\$117.88
A	11032955	1	REFLECTIVE MATL, INTERIOR CAB DOORS, SCOTCHLITE CHEVRONS	IPOS	\$312.04	\$312.04	\$265.23
D	31010290	-1	CAB INTERIOR FLOOR COVERING, GRAY RUBBERIZED	STD	\$0.00	\$0.00	\$0.00
A	31010291	1	CAB INTERIOR FLOOR COVERING, BLACK RUBBERIZED	IPOS	\$0.00	\$0.00	\$0.00
D	22510530	-1	ENGINE ENCLOSURE COVERING, SCORPION BLACK URETHANE BLEND	STD	\$0.00	\$0.00	\$0.00
A	22510531	1	ENGINE ENCLOSURE COVERING, SCORPION GRAY URETHANE BLEND	IPOS	\$0.00	\$0.00	\$0.00
D	11031677	-1	CENTER CONSOLE NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
A	11031680	1	CENTER CONSOLE W/MAP BOOK STORAGE, TOP OF ENGINE ENCLOSURE	IPOS	\$595.05	\$595.05	\$505.79
D	22610000	-1	ENGINE HOOD LIGHT, HALOGEN (1)	STD	\$0.00	\$0.00	\$0.00
A	22610050	1	ENGINE HOOD LIGHT, LED (1)	IPOS	\$94.70	\$94.70	\$80.50
A	11031710	1	UPPER CREW DOOR AREA, SMOOTH PANEL	STD	\$0.00	\$0.00	\$0.00
D	30010610	-1	CAB PUMP SHIFTER, ELECTRIC W/YELLOW KNOB (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION)	STD	\$0.00	\$0.00	\$0.00
A	30010710	1	CAB PUMP SHIFTER, AIR (FOR HALE G-SERIES / WATEROUS C20 PUMP TRANSMISSION)	IPOS	\$284.65	\$284.65	\$241.95
A	30031610	1	DO NOT MOVE LIGHT, WHELEN TIR3 LED	IATS	\$371.05	\$371.05	\$315.39
A	30031655	1	DO NOT MOVE ALARM WITH SILENCE BUTTON	IATS	\$502.31	\$502.31	\$426.96
D	29930200	-1	MAPBOOK SLOT ON BREAKER PANEL	STD	\$0.00	\$0.00	\$0.00
A	29930210	1	DELETE MAPBOOK SLOT ON FRONT BREAKER PANEL	IPOS	-\$48.89	-\$48.89	-\$41.56
A	30031771	1	12V POWER POINT, (1)	IATS	\$89.59	\$89.59	\$76.15
A	30031804	1	12V DUAL PORT USB POWER POINTS, (4)	IATS	\$358.38	\$358.38	\$304.62
A	11040000	1	CAB ACCESSORY FUSE PANEL	STD	\$556.01	\$556.01	\$472.61
A	84541545	1	POWER & GROUND STUDS, LOWER COMMAND CONSOLE	IATS	\$324.46	\$324.46	\$275.79
A	84541550	1	POWER & GROUND STUDS, UNDER OFFICER'S SEAT	IATS	\$883.16	\$883.16	\$750.69
A	33530652	1	INTERIOR CAB DOOR WARNING LIGHTS, WHELEN 500 TIR6 LED, 50*032*R (QTY	IATS	\$895.28	\$895.28	\$760.99
A	33530722	1	MAP LIGHT, SUNNEX, LED (1)	IATS	\$468.16	\$468.16	\$397.94
D	28010740	-1	DEFROSTER, HEATER & A/C (TM-21)	IPOS	\$6,934.03	-\$6,934.03	-\$5,893.93

A	28010750	1	DEFROSTER, HEATER & A/C, SEVERE CLIMATE (TM-31)	IPOS	\$8,219.41	\$8,219.41	\$6,986.50
A	28090003	1	HEAT TO FEET	IATS	\$571.15	\$571.15	\$485.48
A	28090100	1	A/C TO FACE	IATS	\$436.18	\$436.18	\$370.75
A	11031696	1	REAR HEAT/AC STORAGE, 5 SLOTS (3 SMALL, 2 MEDIUM), SLANTED CORNERS	IATS	\$606.96	\$606.96	\$515.92
A	38510104	1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,519.59	\$1,519.59	\$1,291.65
D	38510105	-1	DRIVER'S SEAT, BOSTROM SIERRA HIGH BACK AIR RIDE ABTS (DURAWEAR)	STD	\$1,486.10	-\$1,486.10	-\$1,263.19
A	39010210	1	OFFICER'S SEAT, BOSTROM TANKER 550, ABTS SCBA (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,514.24	\$1,514.24	\$1,287.10
D	39090000	-1	OFFICER'S SEAT, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	IPOS	\$865.45	-\$865.45	-\$735.63
D	39030010	-1	OFFICER'S SEAT COMPT, OPEN FRONT	STD	\$0.00	\$0.00	\$0.00
A	39030020	1	OFFICER'S SEAT COMPT, FRONT DOOR	IPOS	\$306.10	\$306.10	\$260.19
D	39521105	-1	CREW SEAT 1, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
D	39521106	-1	CREW SEAT 2, BOSTROM TANKER 350, ABTS SCBA (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
D	39521405	-1	CREW SEAT 3, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
A	39521430	1	CREW SEAT 3, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,053.36	\$1,053.36	\$895.36
D	39521406	-1	CREW SEAT 4, BOSTROM TANKER 300CT, ABTS SCBA FLIP UP (DURAWEAR)	STD	\$865.45	-\$865.45	-\$735.63
A	39521431	1	CREW SEAT 4, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,053.36	\$1,053.36	\$895.36
A	39521432	1	CREW SEAT 5, BOSTROM TANKER 400CT, ABTS SCBA FLIP UP (DURAWEAR PLUS, LOW SEAM)	IPOS	\$1,053.36	\$1,053.36	\$895.36
A	38320000	1	HELMET STORED IN COMPARTMENT	STD	\$0.00	\$0.00	\$0.00
D	39550100	-1	SEAT COLOR, GRAY	STD	\$0.00	\$0.00	\$0.00
A	39550200	1	SEAT COLOR, BLACK	IPOS	\$0.00	\$0.00	\$0.00
A	39530710	7	BOSTROM ZIP CLEAN REMOVABLE COVERS, BOTTOM SEAT CUSHION, INCLUDES AN ADDITIONAL COVER (PER SEAT)	IATS	\$222.54	\$1,557.78	\$1,324.11
A	39610000	4	SCBA BRACKETS, BOSTROM, SECURE ALL	IPOS	\$279.48	\$1,117.92	\$950.23
D	39610105	-5	SCBA BRACKETS, ZIAMATIC, LOAD & LOCK	STD	\$0.00	\$0.00	\$0.00
D	39710005	-1	DOUBLE CREW SEAT COMPT, OPEN SIDES	STD	\$0.00	\$0.00	\$0.00
A	39710015	1	CREW SEAT COMPT, FRONT DROP-DOWN DOORS (73" CAB)	IPOS	\$825.29	\$825.29	\$701.50
A	11031740	1	OVERHEAD STORAGE, FRONT OF 10" RR W/NET	IATS	\$2,159.28	\$2,159.28	\$1,835.39
A	84541601	1	MOUNTING OF CUSTOMERS RADIO-DUAL HEAD	IATS	\$1,880.79	\$1,880.79	\$1,598.67
A	84541700	2	INSTALLATION OF CUSTOMERS 2-WAY RADIO ANTENNA	IATS	\$352.23	\$704.46	\$598.79
A	30080150	1	HD STEREO, JENSEN, AM/FM/WB/BT	IATS	\$732.45	\$732.45	\$622.58
D	60080000	-1	PUMP, HALE QFLO-1250 SINGLE STAGE	STD	\$0.00	\$0.00	\$0.00
A	60089920	1	PUMP, WATEROUS CS-1250 SINGLE STAGE	IPOS	\$0.00	\$0.00	\$0.00
D	60025000	-1	GEARBOX, HALE, G-SERIES, REAR MOUNTED	STD	\$0.00	\$0.00	\$0.00
A	60025300	1	GEARBOX, WATEROUS, REAR MOUNTED	STD	\$0.00	\$0.00	\$0.00
D	60026025	-1	MECHANICAL PUMP SEAL, HALE (PRG)	IPOS	\$0.00	\$0.00	\$0.00
A	60026032	1	MECHANICAL PUMP SEAL, WATEROUS (PRG)	IPOS	\$0.00	\$0.00	\$0.00
A	60031001	1	ZINC ANODES, WATEROUS (2)	IATS	\$267.03	\$267.03	\$226.98
D	61090003	-1	PRESSURE GOVERNOR, CLASS 1 TPGJ1939	STD	\$0.00	\$0.00	\$0.00
A	61090009	1	PRESSURE GOVERNOR, FIRE RESEARCH, PUMP BOSS	IPOS	\$0.00	\$0.00	\$0.00
A	64090000	1	2.5" RIGHT SIDE INLET	IATS	\$1,722.96	\$1,722.96	\$1,464.52
D	71025900	-2	2.5" DISCHARGE, RIGHT	STD	\$1,515.94	-\$3,031.88	-\$2,577.10
A	71025902	1	2.5" DISCHARGE, RIGHT	IATS	\$1,912.96	\$1,912.96	\$1,626.02
A	71025908	1	3" DISCHARGE W/4" OUTLET, RIGHT	IATS	\$2,035.46	\$2,035.46	\$1,730.14
A	71590000	1	DISCHARGE, 2.5" LEFT REAR	IATS	\$2,957.25	\$2,957.25	\$2,513.66
A	72290000	1	1.5" FRONT BUMPER DISCHARGE, 2" PLUMBING	IATS	\$3,578.38	\$3,578.38	\$3,041.62
A	72570200	1	EXTEND-A-GUN, TASK FORCE TIPS XG18, MANUAL	IATS	\$1,558.44	\$1,558.44	\$1,324.67
D	72890000	-1	CROSSLAYS, TWO 2" W/1.5" SWIVEL	STD	\$0.00	\$0.00	\$0.00
A	72890009	1	CROSSLAYS, TWO 1.5" & ONE 2.5" W/SWIVELS	IPOS	\$2,966.49	\$2,966.49	\$2,521.52
D	72910505	-1	COVER, ALUM W/VINYL SIDES FOR CROSSLAYS	STD	\$880.73	-\$880.73	-\$748.62
A	72910507	1	COVER, ALUM W/WEBBING SIDES FOR CROSSLAYS	IPOS	\$1,182.11	\$1,182.11	\$1,004.79
A	84090003	1	BOOSTER REEL, LOW PRESSURE, W/150' OF 1" HOSE & NOZZLE, MTD IN DUNNAGE AREA (SM)	IATS	\$6,681.09	\$6,681.09	\$5,678.93
A	84030000	1	AIR BLOW OUT VALVE FOR BOOSTER REEL	IATS	\$254.51	\$254.51	\$216.33
A	61790500	12	DRAIN VALVES, INNOVATIVE CONTROLS, LIFT-UP	STD	\$0.00	\$0.00	\$0.00
D	61790510	-7	DRAIN VALVES, HALE, LIFT-UP	STD	\$0.00	\$0.00	\$0.00
A	63034650	1	ADAPTER, 6" NST FE X 5" STORZ, 30 DEGREE W/CAP & CHAIN, TFT	IATS	\$466.20	\$466.20	\$396.27
D	61729120	-10	VALVE, AKRON, HEAVY DUTY	IPOS	\$56.58	-\$565.80	-\$480.93
A	61729121	13	VALVE, AKRON, HEAVY DUTY	STD	\$0.00	\$0.00	\$0.00
A	61729161	2	VALVE, AKRON, SLOW CLOSE	IPOS	\$0.00	\$0.00	\$0.00
D	61770900	-6	ACTUATOR, VALVE, PUSH/PULL, CLASS 1	STD	\$0.00	\$0.00	\$0.00
A	61770902	12	ACTUATOR, VALVE, PUSH/PULL, INNOVATIVE CONTROLS	STD	\$0.00	\$0.00	\$0.00
A	61770905	1	ACTUATOR, VALVE, SWING CONTROL	STD	\$0.00	\$0.00	\$0.00
D	61770915	-2	ACTUATOR, VALVE, PUSH/PULL, CLASS 1 W/ RACK & SECTOR	STD	\$0.00	\$0.00	\$0.00
A	61770932	1	ACTUATOR, VALVE, AIR, W/ TOGGLE SWITCH	IPOS	\$493.20	\$493.20	\$419.22
D	61770945	-1	ACTUATOR, VALVE, ELECTRIC, AKRON 9333	IPOS	\$1,857.50	-\$1,857.50	-\$1,578.88
D	77090000	-7	GAUGE, DISCH, CLASS 1 2.5"	STD	\$0.00	\$0.00	\$0.00

A	77090010	10	GAUGE, DISCH, INNOVATIVE CONTROLS 2.5"	IPOS	\$0.00	\$0.00	\$0.00
A	61810160	1	DISCHARGE TERMINATION, STRAIGHT	IPOS	\$0.00	\$0.00	\$0.00
A	60036010	5	THREADS, NST	STD	\$0.00	\$0.00	\$0.00
A	61840300	1	ADAPTER, 4" NST FE X 5" STORZ, 30-DEGREE W/CAP & CHAIN, TFT	IATS	\$283.85	\$283.85	\$241.27
D	74929110	-1	HALE PUMP MODULE CONFIGURATION, SIDE MOUNT	STD	\$0.00	\$0.00	\$0.00
A	74929210	1	WATEROUS PUMP MODULE CONFIGURATION, SIDE MOUNT	STD	\$23,262.14	\$23,262.14	\$19,772.82
D	74930710	-1	PANEL FINISH, BRUSHED STS 14 GAUGE (PRG)	STD	\$0.00	\$0.00	\$0.00
A	74930731	1	PANEL FINISH, BLACK POWDERCOAT (PRG)	IPOS	\$0.00	\$0.00	\$0.00
D	74931690	-1	EXTERIOR DUNNAGE AREA PANEL, BRUSHED STS	STD	\$0.00	\$0.00	\$0.00
A	74931692	1	EXTERIOR DUNNAGE AREA PANEL, BLACK POWDERCOAT	IPOS	\$0.00	\$0.00	\$0.00
D	60090020	-1	PUMP PRIMER, HALE, T-HANDLE	STD	\$0.00	\$0.00	\$0.00
A	60090040	1	PUMP PRIMER, TRIDENT, AIR	IPOS	\$0.00	\$0.00	\$0.00
D	76590000	-1	GAUGES, MASTER, CLASS 1 4.5" (PRG)	STD	\$0.00	\$0.00	\$0.00
A	76590010	1	GAUGES, MASTER, INNOVATIVE CONTROLS, 4" (PRG)	IPOS	\$0.00	\$0.00	\$0.00
D	77590000	-1	GAUGE, WATER LEVEL, CLASS 1, INTELLI-TANK ITL-4	STD	\$0.00	\$0.00	\$0.00
A	77590005	1	GAUGE, WATER LEVEL, FIRE RESEARCH, TANKVISION PRO400	IPOS	\$0.00	\$0.00	\$0.00
A	77532112	1	GAUGE, WATER LEVEL, WHELEN PSTANK2 LED (2)	IATS	\$1,588.61	\$1,588.61	\$1,350.32
A	77532295	1	FRC REMOTE LIGHT DRIVER	IATS	\$334.88	\$334.88	\$284.65
A	81130200	4	ADJUSTABLE SHELF	IATS	\$268.71	\$1,074.84	\$913.61
A	81150050	1	250# ADJUSTABLE SWING-OUT TOOL BOARD	IATS	\$1,895.24	\$1,895.24	\$1,610.95
A	81150306	1	1000# SLIDE-MASTER TRAY, 100% SLIDEOUT	IATS	\$1,292.25	\$1,292.25	\$1,098.41
A	80250100	11	TURTLE TILE ON COMPT FLOOR, SHELF, TRAY OR DRAWER	IATS	\$143.34	\$1,576.74	\$1,340.23
A	80280410	2	3/16" ALUMINUM MOUNTING PLATE (PER WALL)	IATS	\$447.88	\$895.76	\$761.40
D	80290015	-1	COMPT DOORS, ROM ROLL-UP, SATIN FINISH	STD	\$0.00	\$0.00	\$0.00
A	80290026	1	COMPT DOORS, AMDOR ROLL-UP, PAINTED	IPOS	\$4,130.40	\$4,130.40	\$3,510.84
D	80225000	-1	REAR COMPT DOOR (A1) ROM ROLL-UP, SATIN FINISH	STD	\$0.00	\$0.00	\$0.00
A	80225125	1	REAR COMPT DOOR (A1) AMDOR ROLL-UP, PAINTED	IPOS	\$261.69	\$261.69	\$222.44
A	80230008	6	PULL CORDS FOR ROLL-UP DOORS	IATS	\$65.66	\$393.96	\$334.87
A	80230003	6	ROLL-UP DOOR DRIP PAN/GUARD (WITH DRAIN)	IATS	\$512.35	\$3,074.10	\$2,612.99
D	84531215	-1	COMPT LIGHTING, TECNIQ LED E44 LIGHT STRIPS, 2 PER COMPT	STD	\$0.00	\$0.00	\$0.00
A	84531230	1	COMPT LIGHTING, AMDOR LED LIGHT STRIPS, 2 PER COMPT	IPOS	\$533.99	\$533.99	\$453.89
D	81410000	-1	COVER, VINYL, MAIN HOSE BED	STD	\$1,074.89	-\$1,074.89	-\$913.66
A	81431210	1	REAR HOSEBED COVER, WEBBING	IPOS	\$636.28	\$636.28	\$540.84
D	81440201	-1	COVER FASTENERS, BUNGIE CORDS WITH RED TAB	STD	\$0.00	\$0.00	\$0.00
A	81330302	1	HOSE BED DIVIDERS, ADJ (2)	IATS	\$1,433.15	\$1,433.15	\$1,218.18
A	81332015	1	HOSEBED LIGHTING, FRONT, TECNIQ E44 LED LIGHT STRIP	IATS	\$276.29	\$276.29	\$234.85
A	81332115	1	HOSEBED LIGHTING, SIDES, TECNIQ E44 LED LIGHT STRIPS	IATS	\$552.58	\$552.58	\$469.69
D	82290000	-1	DELETE FRONT BODY STEPS	STD	\$0.00	\$0.00	\$0.00
A	82290010	1	STEPS, FRONT BODY, IC FOLD DOWN W/LIGHT	IPOS	\$385.90	\$385.90	\$328.02
D	82390000	-1	STEPS, REAR BODY (8x8)	STD	\$0.00	\$0.00	\$0.00
A	82390001	1	STEPS, REAR BODY (14x11 & 14x8)	IPOS	\$354.48	\$354.48	\$301.31
D	80290013	-1	4 SCBA CYLINDER COMPTS (2 RIGHT, 2 LEFT)	IATS	\$1,093.05	-\$1,093.05	-\$929.09
A	80290051	1	8 SCBA CYLINDER COMPTS (2 TRIPLE-FMI, 2 SINGLES-SIG4)	IATS	\$2,595.99	\$2,595.99	\$2,206.59
A	80290220	1	DIVIDER FOR (2) TRIPLE SCBA COMPARTMENTS	IATS	\$328.31	\$328.31	\$279.06
D	80290310	-2	DOOR FINISH, BRUSHED STAINLESS, SINGLE/DOUBLE SCBA COMPT	STD	\$0.00	\$0.00	\$0.00
A	80290420	2	DOOR FINISH, BRUSHED STAINLESS, TRIPLE SCBA COMPT	IPOS	\$65.66	\$131.32	\$111.62
A	84550110	1	LICENSE PLATE BRACKET W/ LIGHT, LED	IATS	\$66.93	\$66.93	\$56.89
D	84550199	-1	LICENSE PLATE BRACKET - NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
D	85010300	-1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN, HALOGEN REVERSE, QUAD HOUSING (PAIR)	IPOS	\$1,470.45	-\$1,470.45	-\$1,249.88
A	85010302	1	TAILLIGHTS, WHELEN 600 SERIES, LED STOP/TAIL/TURN/REVERSE, QUAD HOUSING (PAIR)	IPOS	\$1,960.89	\$1,960.89	\$1,666.76
D	85110000	-1	ICC LIGHTS	STD	\$0.00	\$0.00	\$0.00
A	85110100	1	ICC LIGHTS, LED	IPOS	\$490.65	\$490.65	\$417.05
D	85710000	-1	UNDERCARRIAGE GROUND LIGHTS, TRUCK-LITE #40034 HALOGEN	STD	\$0.00	\$0.00	\$0.00
A	85710040	1	UNDERCARRIAGE GROUND LIGHTS, WHELEN 2G LED	IPOS	\$897.15	\$897.15	\$762.58
D	86510000	-1	REAR WORK LIGHTS, (2) UNITY FLOOD, HALOGEN	STD	\$0.00	\$0.00	\$0.00
A	86528999	1	DELETE REAR WORK LIGHTS	IPOS	-\$180.40	-\$180.40	-\$153.34
D	86610010	-1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN JUSTICE 62" LED LIGHT BAR, JEONFPA, 10 MODULES	STD	\$1,920.75	-\$1,920.75	-\$1,632.64
A	86610120	1	UPPER WARNING LIGHTS, ZONE A (FRONT), WHELEN FREEDOM IV 72" LED LIGHT BAR, F4N7QLED, 12 MODULES	IPOS	\$3,872.51	\$3,872.51	\$3,291.63
D	86710100	-1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN HALOGEN BEACONS, RB6T*P (PAIR)	STD	\$875.13	-\$875.13	-\$743.86
A	86710120	1	UPPER WARNING LIGHTS, ZONE C (REAR), WHELEN LED BEACONS, MCFLED2* (PAIR)	IPOS	\$1,820.30	\$1,820.30	\$1,547.26
D	87110100	-1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 2)	STD	\$687.56	-\$687.56	-\$584.43

A	87110110	1	LOWER WARNING LIGHTS, ZONE A (FRONT), WHELEN 600 SUPER LED, 60*02F*R (QTY 4)	IPOS	\$1,375.11	\$1,375.11	\$1,168.84
D	87811110	-1	LOWER, ZONE A - MOUNTING LOCATION (SINGLE HOUSINGS)	STD	\$0.00	\$0.00	\$0.00
A	87811130	1	LOWER, ZONE A - MOUNTING LOCATION (DUAL HOUSINGS)	IPOS	\$0.00	\$0.00	\$0.00
D	87210100	-1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES LED, TLI* (QTY 1)	STD	\$1,111.55	-\$1,111.55	-\$944.82
A	87210130	1	LOWER WARNING LIGHTS, ZONE B (OFFICER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), ION T-SERIES LED, TLI* (QTY 1)	IPOS	\$1,137.36	\$1,137.36	\$966.76
D	87410100	-1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 2), ION T-SERIES TLI* (QTY 1)	STD	\$1,111.55	-\$1,111.55	-\$944.82
A	87410130	1	LOWER WARNING LIGHTS, ZONE D (DRIVER'S SIDE), WHELEN 600 SUPER LED, 60*02F*R (QTY 1), WHELEN 500 SUPER LED, 50*02F*R (QTY 1), ION T-SERIES LED, TLI* (QTY 1)	IPOS	\$1,137.36	\$1,137.36	\$966.76
A	87040005	1	TRAFFIC ADVISOR, WHELEN LED, TAL85 47"	IATS	\$1,921.14	\$1,921.14	\$1,632.97
A	86530032	1	GOLIGHT 20214, (2) ON CAB ROOF, DASH CONTROL (LED)	IATS	\$1,307.63	\$1,307.63	\$1,111.49
A	86536785	2	CUSTOM RISER FOR SPOTLIGHT	IATS	\$222.90	\$445.80	\$378.93
A	88391110	2	SCENE LIGHT, WHELEN PIONEER PFH1, 12V LED, RECESSED	IATS	\$1,571.98	\$3,143.96	\$2,672.37
A	86537816	1	SCENE LIGHTS, WHELEN M9 LED, SURFACE MOUNT (PAIR)	IATS	\$1,412.90	\$1,412.90	\$1,200.97
A	88393000	1	SCENE LIGHTS, FIRETECH 30K LUMENS, 12V LED, 72" 3-PIECE BROW, FT-B-72-ML-3PKIT-*	IATS	\$5,016.36	\$5,016.36	\$4,263.91
A	88399940	2	ADDITIONAL SWITCH, 3-WAY FOR 12V LIGHTS (EA)	IATS	\$317.26	\$634.52	\$539.34
A	88230500	1	GENERATOR, ONAN, 6KW HYD	IATS	\$12,361.78	\$12,361.78	\$10,507.51
A	88250405	1	CIRCUIT BREAKER PANEL WITH 8 SPACES FOR BREAKERS	IATS	\$522.99	\$522.99	\$444.54
A	88251100	1	BREAKER PANEL, STD LOCATION (L1)	STD	\$0.00	\$0.00	\$0.00
A	88250100	4	120 VOLT OUTLET W/WEATHERPROOF COVER - EACH	IATS	\$358.30	\$1,433.20	\$1,218.22
A	89910010	1	CORROSION REDUCTION PROGRAM (PROPOSALS)	IATS	\$0.00	\$0.00	\$0.00
A	90030015	1	A/C CONDENSER PAINTED ROOF COLOR	IATS	\$382.56	\$382.56	\$325.18
A	90510030	1	8" LETTERING, 22K UP TO 40	IPOS	\$2,209.83	\$2,209.83	\$1,878.36
D	90510100	-1	LETTERING, NOT PROVIDED	STD	\$0.00	\$0.00	\$0.00
A	90530030	20	ADDITIONAL 8" 22KT LETTERS (EACH)	IATS	\$65.94	\$1,318.80	\$1,120.98
D	90610000	-1	4" SCOTCHLITE STRIPE	IPOS	\$477.15	-\$477.15	-\$405.58
A	90610200	1	6" SCOTCHLITE STRIPE AROUND TRUCK	IPOS	\$600.51	\$600.51	\$510.43
A	90630501	1	ONE PIECE "Z" STRIPE (OVER 11-3/4")	IPOS	\$775.43	\$775.43	\$659.12
A	90630100	2	1" SCOTCHLITE STRIPE ABOVE OR BELOW - EACH	IATS	\$501.61	\$1,003.22	\$852.74
A	90680320	1	CHEVRON STRIPING, ABOVE REAR COMPT DOOR, REFLEXITE	IATS	\$368.90	\$368.90	\$313.57
A	90670020	1	CHEVRON STRIPING, FRONT BUMPER, REFLEXITE	IATS	\$796.01	\$796.01	\$676.61
A	91030700	1	ZIAMATIC SAC-44 FOLDING WHEEL CHOCKS (PAIR) MTD W/ SQCH-44H HOLDERS	IATS	\$895.71	\$895.71	\$761.35
D	99031105	-1	PICK-UP UNIT AT FACTORY	STD	\$0.00	\$0.00	\$0.00
A	99040100	1	~TRANSPORTATION & FUEL CHARGES	IATS	\$2,795.96	\$2,795.96	\$2,795.96
A	99040200	1	~DEALER PREP/INSPECTION	IATS	\$2,679.03	\$2,679.03	\$2,679.03
TOTAL PUBLISHED OPTIONS:						\$193,142.87	\$166,492.78

Norman Fire Department

NON-PUBLISHED OPTIONS

Add, Change, Delete	OPTION #	QTY	DESCRIPTION	UNIT PRICE	EXTENDED PRICE
A	10088888	1	SPECIAL ITEM, Change to Electrical System to Multi-Plex VMUX.	\$5,813.74	\$5,813.74
A	11031398	1	SPECIAL ITEM, Ground Lighting, Amdor LumaBar H20 LED	\$402.16	\$402.16
A	38028888	1	SPECIAL Mirros, Ramco Heated& Remote Cowl Mount	\$1,010.73	\$1,010.73
A	32588888	1	SPECIAL ITEM, Electric door locks for all 4 cab doors with keyless entry.	\$1,426.66	\$1,426.66
A	39528888	1	SPECIAL Crew Seat Crew Seat 1, behind driver, Install a 2" tall barrier that is the same width of the seat area	\$100.00	\$100.00
A	39528888	1	SPECIAL Crew Seat Crew Seat 2, behind driver, Install a 2" tall barrier that is the same width of the seat area	\$100.00	\$100.00
A	84530288	1	SPECIAL Intercom Wireless intercom, SETCOM Liberatormax, single radio 84530305	\$9,366.95	\$9,366.95
A	71088888	1	SPECIAL ITEM, Right Discharge Position #3 Valve Actuation needs to be a Handwheel.	\$2,000.00	\$2,000.00
A	75088888	1	SPECIAL ITEM, Install Radio Box on Pump Panel.	\$600.00	\$600.00
A	81428888	1	SPECIAL Hosebed Cover A strap that goes from driver side to officer side of hose bed a little forward of mid-way point. To be secured by velcro.	\$200.00	\$200.00
A	81440288	1	SPECIAL Hosebed Cover Fastener Bungy cord with pull tabs	\$0.00	\$0.00
A	89988888	1	SPECIAL ITEM, Fenderettes need to be Black Rubber.	\$300.00	\$300.00
A	86928888	1	SPECIAL Opticom2 Prep and wire for the customer supplied Opticom and installed after delivery.	\$500.00	\$500.00
A	91088888	1	SPECIAL ITEM, Dealer Supplied Elkhart intake valve	\$2,074.00	\$2,074.00
A	99031195	1	DEALER DELIVERY	\$1,500.00	\$1,500.00
TOTAL NON-PUBLISHED OPTIONS:					\$25,394.24



**FAMILY OWNED
SINCE 1890**

**Prepayment Discount Options
For The
Norman Fire Department
Norman, OK**

Current Bid Price **\$590,456.75**

Option 1 25%	For a prepayment in the amount of \$147,614.19	the discount would be \$3,198.31 for a total selling price of	\$587,258.44
Option 2 50%	For a prepayment in the amount of \$295,228.38	the discount would be \$6,396.61 for a total selling price of	\$584,060.14
Option 3 75%	For a prepayment in the amount of \$442,842.56	the discount would be \$9,594.92 for a total selling price of	\$580,861.83
Option 4 80%	For a prepayment in the amount of \$472,365.40	the discount would be \$10,234.58 for a total selling price of	\$580,222.17
Option 5 100%	For a full prepayment, we offer a discount of \$12,793.23	for a final selling price of	\$577,663.52

NOTE: For any option above, the prepayment would be due within 30 days of contract signing in order to receive the discounts listed. Any remaining balance would be due at the time of delivery.

Sutphen Corporation
PO Box 158 • Amlin, OH 43002-0158
6450 Eiterman Road • Dublin, OH 43016-8711
Tel 614 889-1005 • Toll Free 800 848-5860 • Fax 614 889-0874
www.sutphen.com • Sutphen@sutphencorp.com



File Attachments for Item:

8. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.



CITY OF NORMAN, OK STAFF REPORT

Item 8

MEETING DATE: 09/28/2021

REQUESTER: Frederick Duke

PRESENTER: Frederick Duke, Procurement Analyst

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF DECLARATION OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE SALE OR DISPOSAL THEREOF.

BACKGROUND:

Section 8-301 of the Code of Ordinances of the City of Norman provides that “The City Council must declare surplus or obsolete any supplies, materials, or equipment where the valuation exceeds one thousand dollars (\$1,000) prior to the selling of such supplies, materials, or equipment.” The Auction will be conducted by Big Iron. Big Iron upon sale of any item sold will retain as total commission and compensation 7% of gross sales less sales tax. All items sold at auction are understood to be sold as is. The auction date is to be determined.

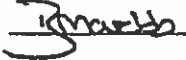
DISCUSSION:

The attached list is the supplies, materials, or equipment identified as surplus or obsolete, and is therefore being prepared for sale at auction.

RECOMMENDATION:

It is recommended that the attached list of supplies, materials, or equipment be declared surplus or obsolete, and approved for sale at public auction.

INVENTORY OF GOODS TO BE AUCTIONED

Department Public WorksSignature Reviewed by Accounting 

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
Good	Traffic Signal Equip. / 2014	Econolite ASC/3-1000 Traffic Signal Controller	A22745	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A8404	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A10671	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A3400	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A10903	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A10662	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A8746	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A10670	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A10661	
Good	Traffic Signal Equip. / 2013	Econolite ASC/3-1000 Traffic Signal Controller	A17361	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A10902	
Good	Traffic Signal Equip. / 2014	Econolite ASC/3-1000 Traffic Signal Controller	A22748	
Good	Traffic Signal Equip. / 2013	Econolite ASC/3-1000 Traffic Signal Controller	A17362	
Good	Traffic Signal Equip. / 2011	Econolite ASC/3-2100 Traffic Signal Controller	A1365	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-2100 Traffic Signal Controller	A10900	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-2100 Traffic Signal Controller	A10681	
Good	Traffic Signal Equip. / 2013	Econolite ASC/3-2100 Traffic Signal Controller	A17359	
Good	Traffic Signal Equip. / 2016	Econolite ASC/3-2100 Traffic Signal Controller	A33433	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-1000 Traffic Signal Controller	A2783	
Good	Traffic Signal Equip. / 2014	Econolite ASC/3-2100 Traffic Signal Controller	A22372	
Good	Traffic Signal Equip. / 2014	Econolite ASC/3-2100 Traffic Signal Controller	A22371	
Good	Traffic Signal Equip. / 2011	Econolite ASC/3-2100 Traffic Signal Controller	A1363	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-2100 Traffic Signal Controller	A3430	
Good	Traffic Signal Equip. / 2013	Econolite ASC/3-2100 Traffic Signal Controller	A18643	
Good	Traffic Signal Equip. / 2011	Econolite ASC/3-2100 Traffic Signal Controller	A1367	

INVENTORY OF GOODS TO BE AUCTIONED

Department Public WorksSignature Reviewed by Accounting Fred Duke 7-12-21

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
Good	Traffic Signal Equip. / 2013	Econolite ASC/3-2100 Traffic Signal Controller	A17358	
Good	Traffic Signal Equip. / 2015	Econolite ASC/3-2100 Traffic Signal Controller	A29022	
Good	Traffic Signal Equip. / 2015	Econolite ASC/3-2100 Traffic Signal Controller	A29018	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-2100 Traffic Signal Controller	A10677	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-2100 Traffic Signal Controller	A10679	
Good	Traffic Signal Equip. / 2011	Econolite ASC/3-2100 Traffic Signal Controller	A1366	
Good	Traffic Signal Equip. / 2011	Econolite ASC/3-2100 Traffic Signal Controller	A1364	
Good	Traffic Signal Equip. / 2012	Econolite ASC/3-2100 Traffic Signal Controller	A10680	
Good	Traffic Signal Equip. / 2011	Econolite ASC/3-2100 Traffic Signal Controller	A1368	
Good	Traffic Signal Equip. / 2016	Econolite ASC/3-2100 Traffic Signal Controller	A33434	
Fair	Traffic Signal Equip. / 1996	Econolite MMU-16	9605-841	
Fair	Traffic Signal Equip. / 1995	Econolite MMU-16	9503-569	
Fair	Traffic Signal Equip. / 2002	Econolite MMU-16E	021205160	
Fair	Traffic Signal Equip. / 2002	Econolite MMU-16E	020700521	
Fair	Traffic Signal Equip. / 2000	Econolite MMU-16E	001002909	
Fair	Traffic Signal Equip. / 2003	Econolite MMU-16E	030108318	
Fair	Traffic Signal Equip. / 2000	Econolite MMU-16E	001104552	
Fair	Traffic Signal Equip. / 2004	Econolite MMU-16E	040708168	
Fair	Traffic Signal Equip. / 2002	Econolite MMU-16E	020605991	
Fair	Traffic Signal Equip. / 2002	Econolite MMU-16E	020711538	
Fair	Traffic Signal Equip. / 2008	Reno MMU-1600	799177	
Fair	Traffic Signal Equip. / 2007	Reno MMU-1600	751040	
Fair	Traffic Signal Equip. / 2007	Reno MMU-1600	751036	
Fair	Traffic Signal Equip. / 2007	Reno MMU-1600	710719	
Fair	Traffic Signal Equip. / 2004	Reno MMU-1600	461379	

INVENTORY OF GOODS TO BE AUCTIONED

Department Public Works / Traffic Control

Signature *B. Braxton*

Reviewed by Accounting *Fred Duke 7-12-21*

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
Fair	Traffic Signal Equip. / 2007	Reno MMU-1600	752846	
Fair	Traffic Signal Equip. / 2006	Reno MMU-1600	617363	
Fair	Traffic Signal Equip. / 2007	Reno MMU-1600	714244	
Fair	Traffic Signal Equip. / 2007	Reno MMU-1600	714243	
Fair	Traffic Signal Equip. / 2006	Reno MMU-1600	605284	
Fair	Traffic Signal Equip. / 2007	Reno MMU-1600	751037	
Fair	Traffic Signal Equip. / 2008	Reno MMU-1600	824712	
Fair	Traffic Signal Equip. / 2003	Econolite MMU-1600	363976	
Fair	Traffic Signal Equip. / 2003	Reno MMU-1600	363954	
Fair	Traffic Signal Equip. / 2009	Reno MMU-1600D	887091	
Poor	Traffic Signal Equip. / 2004	Econolite Video Detection Rack 2004-V8	160	
Poor	Traffic Signal Equip. / N/A	Econolite AIS IV Video Detection Camera	006613	
Poor	Traffic Signal Equip. / N/A	Econolite AIS IV Video Detection Camera	006615	
Poor	Traffic Signal Equip. / N/A	Econolite AIS IV Video Detection Camera	006616	
Poor	Traffic Signal Equip. / N/A	Econolite AIS IV Video Detection Camera	006612	
Poor	Traffic Signal Equip. / N/A	Econolite AIS IV Video Detection Camera	009462	
Poor	Traffic Signal Equip. / N/A	Econolite Solo Pro Video Detection Camera	025370	

INVENTORY OF GOODS TO BE AUCTIONED

Department Public Works, Traffic Control Division

Approved by Fred Duke 7-12-21
Purchasing Agent

Signature *Dennis W. Davis, Traffic Supervisor*

CONDITION*	ITEM AND YEAR	DETAILED DESCRIPTION	SERIAL NUMBER	Asset Tag No.
		Parking Meter Mechanisms, No Housing Included		
Qty 135-GOOD		Duncan Eagle CK - 1hr Digital Meter Mechanism		
Qty 5-GOOD		Duncan Eagle CK - 2hr Digital Meter Mechanism		
Qty 3-GOOD		Duncan Eagle CK-15min Digital Meter Mechanism		
Qty 15-GOOD		Duncan - 1hr Mechanical Meter Mechanism		
Qty 2-GOOD		Duncan - 2hr Mechanical Meter Mechanism		
Qty 5-GOOD		Duncan - 10hr Mechanical Meter Mechanism		
Qty 12-GOOD		Fine-O-Meter Courtesy Box		

*GOOD - FAIR - POOR - Please indicate if vehicles have been wrecked, burned or are in working order.

INVENTORY OF GOODS TO BE AUCTIONED

Department Police Department

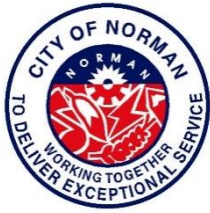
Signature (Signature) (STEAC)

Reviewed by Accounting Fred Luke 7-12-21

Condition	Item and Year	Detailed Description	Serial Number	City Unit No.
Poor	Fume Hood/ Unk year	White and blue laboratory hood (medium)	none	
Poor	Fume Hood/ Unk year	Black and white laboratory hood (large)	none	
Poor	Fuming Chamber/Unk year	Black cyanoacrylate chamber (small)	none	
Poor	Drying Chamber/Unk year	Blue laboratory drying chamber (medium)	none	
Fair	Audio/Video cabinet	Wood veneer cabinet w/ Misc Components	none	
Poor	Office Chair	Cloth office chair	none	
Fair	File Cabinet	White 5-drawer fingerprint card file cabinet	none	
Fair	File Cabinet	White 4-drawer standard file cabinet	none	

File Attachments for Item:

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, POSTPONEMENT, AND/OR AMENDMENT OF A FINAL PAYMENT IN THE AMOUNT \$5,557.17 TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR CONTRACT K-1718-57, FEDERAL-AID PROJECT STPG-214C(082)AG, JOB PIECE 33127(04), A PROJECT AGREEMENT WITH ODOT FOR THE INSTALLATION OF PAVEMENT MARKINGS (PHASE 6) ALONG VARIOUS FEDERAL FUNCTIONALLY CLASSIFIED ROADWAYS THROUGHOUT THE CITY.



CITY OF NORMAN, OK STAFF REPORT

Item 9

MEETING DATE: 09/28/2021

REQUESTER: Katherine Coffin

PRESENTER: Michael Rayburn, Capital Project Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, POSTPONEMENT, AND/OR AMENDMENT OF A FINAL PAYMENT IN THE AMOUNT \$5,557.17 TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION (ODOT) FOR CONTRACT K-1718-57, FEDERAL-AID PROJECT STPG-214C(082)AG, JOB PIECE 33127(04), A PROJECT AGREEMENT WITH ODOT FOR THE INSTALLATION OF PAVEMENT MARKINGS (PHASE 6) ALONG VARIOUS FEDERAL FUNCTIONALLY CLASSIFIED ROADWAYS THROUGHOUT THE CITY.

BACKGROUND:

The 2015 – Fixing America’s Surface Transportation (FAST) federal transportation funding bill allocates approximately \$21 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Ten percent of this appropriation is allocated to fund safety projects at 100% of their construction cost. Installation of pavement markings along federal functionally classified roads is eligible for this type of funding.

On September 12, 2017, City Council approved Resolution R-1718-32, which was later forwarded to both the Association of Central Oklahoma Governments (ACOG) and the Oklahoma Department of Transportation (ODOT) requesting federal funds to pay for 100% of the construction cost of the installation of pavement markings along various federal functionally classified roadways throughout Norman. In the resolution, the City agreed to the terms and conditions of a federally funded project by stating its willingness to assume the responsibility for the preparation of engineering plans, the purchase of any additional right-of-way, the relocation of public utilities and funding of the local share of the construction cost, which is normally 20% but for this safety project was 0%.

On November 29, 2017, the State of Oklahoma Transportation Commission awarded Federal-aid Project STPG-214C (082) AG, J/P No. 33127(04) to Direct Traffic Control, Inc. of Muskogee, OK in the amount of \$419,000. The contractor began work on April 16, 2018, and the Final Inspection was held following the project’s conclusion on November 1, 2018.

Because two of the striping sites were necessarily shortened during the construction by other City projects, it was decided to select two additional sites that could use the materials that would

have been underrun otherwise. This extra work made it possible to add two more pavement marking sites to the original 13 sites completed. A single Change Order, due to minor overruns of pay quantities at one of the supplemental sites, was needed to explain this deviation from the plans. The cost of non-participating items was paid for by the City outside the original scope of this project.

DISCUSSION:

ODOT, as result of its official reconciliation of construction project pay items, has now closed the project, and has invoiced the City of Norman for a final payment of \$5,557.17. This invoice was due to the cost of non-participating quantities used in extra work requested by the City of Norman on this Phase 6 Pavement Markings project. A copy of this invoice, along with the original project agreement (K-1718-57), is attached.

Several years ago, Account Number 50595535 (Project No. TR0068) – ODOT Audit Adjustment – was created to pay final invoices that may arise from the final ODOT audit following project completion. This is precisely the situation with this final invoice for STPG-214C(0823)AG, J/P No. 33127(04).

RECOMMENDATION:

Staff recommends approval of the \$5,557.17 final payment to ODOT for the final balance due of the local matching funds for the subject project. This will be paid from Account No. 50595535 (Project No. TR0068).



DIRECTOR OF FINANCE AND ADMINISTRATION
MS. CHELLEY HILMES
200 N.E. 21ST STREET
OKLAHOMA CITY, OK 73105-3204
WWW.ODOT.ORG

Item 9.

September 1, 2021

City of Norman
Attn: Breea Clark, Mayor
P.O. Box 370
Norman, OKK 73070

Dear Mayor Clark:

Enclosed please find an invoice for the necessary project sponsor matching funds associated with the completed project below – Final costs related to Pavement Markings at VAR Locations in Norman.

Project ID: **STPG-214C(082)AG**
Job Piece Number: **33127(04)**
Balance Due: **\$5,557.17**
Please remit the balance due by: **October 1, 2021**

Should you have any questions, concerns or would like to make payment arrangements or pay by credit card, please contact Melanie Rakoczy at (405) 522-7479.

Sincerely,

Chelley Hilmes

Chelley Hilmes (Sep 1, 2021 10:55 CDT)

Chelley Hilmes, CPA
Director of Finance & Administration

CH:dk

Attachment(s)

**Oklahoma Department of Transportation
Final Funding Breakdown**

Project: STPG-214C(082)AG **Job Piece:** 33127(04) **Date:** 9/1/2021
Description: Pavement Markings at VAR Locations in Norman **Invoice#** 33127(04)-1F
City: Norman

		Federal Reimbursement	City Cost	State Cost
Total Project Cost	\$ 434,825.13			
Construction Cost	403,467.85	398,214.10	5,243.75	10.00
Engineering Cost	31,357.28	31,043.86	313.42	-
		<u>\$ 429,257.96</u>	<u>\$ 5,557.17</u>	<u>\$ 10.00</u>

Cost Breakdown

Construction

Total Construction Cost	403,467.85
Federal Reimbursement	398,214.10
State Cost	10.00
Balance of Construction Cost	<u>\$ 5,243.75</u>

Engineering

Total Engineering Cost	31,357.28
Federal Reimbursement	31,043.86
State Cost	-
Balance of Engineering Cost	<u>\$ 313.42</u>

Total Amount Due from City \$ 5,557.17

Deposit On Hand \$ -

Amount Due/(Amount of Refund) \$ 5,557.17

Note: This project has been closed and the above represents actual final costs.

STPG-214C(082)AG

K-1718-57
33127(04)

**PROJECT AGREEMENT
BETWEEN
THE OKLAHOMA DEPARTMENT OF TRANSPORTATION
AND
THE CITY OF NORMAN**

This Project Agreement ("Agreement") is made by and between the Oklahoma Department of Transportation, hereinafter referred to as the "Department," and the City of NORMAN, hereinafter referred to as the "City," which may be referred to collectively as the "Parties," for the following intents and purposes and subject to the following terms and conditions, to wit:

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Let Month	Federal Amt.	Total Amt.
CITY STREET	03	CLEVELAND	33127(04)	STPG - 214C (082) AG	STRIPING & PAVEMENT MARKING	PAVEMENT MARKINGS (PHASE 6) PAVEMENT MARKINGS AT VARIOUS LOCATIONS THROUGHOUT THE CITY	2018	10/2017	\$375,000	\$375,000

WITNESSETH

WHEREAS, the Department is charged under the laws of the State of Oklahoma with construction and maintenance of State Highways; and,

WHEREAS, the Department is, by terms of agreements with the Federal Highway Administration, responsible for the management and construction of certain federally funded projects within the corporate limits of cities within the State of Oklahoma; and,

WHEREAS, the City has been identified as the beneficiary and sub-recipient of such federally funded project; and,

WHEREAS, receipt of the benefits of this project will require that the City assume certain financial responsibilities; and,

WHEREAS, the City is a municipal corporation created and existing under the constitution and laws of the State of Oklahoma; and,

WHEREAS, the laws and constitution of the State of Oklahoma impose financial restrictions on the City and its ability to ensure financial obligations; and,

WHEREAS, the Parties hereto recognize those financial limitations and agree that the financial obligations assumed by the City, by the terms of this Agreement, are enforceable only to the extent as may be allowed by law or as may be determined by a court of competent jurisdiction; and,

WHEREAS, it is understood that, by virtue of the Article 10, Section 26 of the Oklahoma Constitution, the payment of City funds in the future will be limited to appropriations and available funds in the then current City fiscal year.

STPG-214C(082)AG

K-1718-57
33127(04)

NOW THEREFORE, subject to the limitations hereinbefore described, the Department and the City do agree as follows:

1. The City requested that certain street improvements be approved by the Oklahoma Transportation Commission, as were previously programmed by the City and **described as follows:**

Project Type	Div	County	JP No	Project No.	Work Type	Description	Fiscal Year	Let Month	Federal Amt.	Total Amt.
CITY STREET	03	CLEVELAND	33127(04)	STPG - 214C (082) AG	STRIPING & PAVEMENT MARKING	PAVEMENT MARKINGS (PHASE 6) PAVEMENT MARKINGS AT VARIOUS LOCATIONS THROUGHOUT THE CITY	2018	10/2017	\$375,000	\$375,000

2. The City shall prepare, or cause to be prepared, plans for construction of this federal-aid project and agrees that all construction shall be in conformance with the furnished plans, which are incorporated with and made part of this Agreement.
3. The City agrees that the furnished plans at the time of bidding, are at a minimum, in compliance with the current Oklahoma Department of Transportation Standard Specifications for Highway Construction.
4.
 - A. The City shall be responsible for furnishing all right-of-way for this federal-aid project in compliance with all applicable laws, federal regulations, and guidelines established by the USDOT's FHWA's Office of Real Estate Services, including 42 USC, Chapter 61 (The Uniform Act) and 49 CFR Part 24, (Uniform Relocation Assistance and Real Property Acquisition For Federal and Federally Assisted Programs), as well as applicable State Statutes, Oklahoma Administrative Codes, and Department Policy; free and clear of all obstructions and encroachments; and that the City shall, at its sole expense, maintain the project after construction.
 - B. The City shall keep all permanent right-of-way shown on said plans free from any encroachment and take timely action to effect the removal of any encroachments upon notification by the Department, including all necessary legal action when required.
 - C. The City shall acquire all right-of-way, if any, be responsible for the total costs for removing and relocating outdoor advertising signs and for the relocation assistance payments to persons displaced by reason of the acquisition of right-of-way and be responsible for the removal or relocation of all utility lines on public or private rights-of-way to accommodate the construction of this project, and comply with these additional requirements:
 1. Transmit copies of the instruments, including all deeds and easements, to the Department prior to the advertisement of bids for construction.
 2. Comply with the provisions of 42 U.S.C.A. § 4601-4655 and 23 U.S.C.A. § 323 (as amended) and, further comply with 49 C.F.R. Part 24 in the acquisition of all necessary right-of-way and relocation of all displacees.

STPG-214C(082)AG

K-1718-57
33127(04)

3. Convey title to the State of Oklahoma on all tracts of land acquired in the name of the City if the project is located on the State Highway System.

D. If the acquisition of right-of-way for this project causes the displacement of any person, business or non-profit organization, the City will provide and be responsible for the Relocation Assistance Program and for all cost associated with the relocation assistance payments. The Department will supply a list of approved service providers qualified to administer the Relocation Assistance Program. The City agrees to employ a service provider from the approved list and comply with all applicable rules, regulations, statutes, policies and procedures of both the United States and the State of Oklahoma. Before any relocation assistance payments are made, (if applicable), all files with parcels requiring relocation shall be audited by the Department. The Department shall be notified in writing within seven (7) days of the date of the offer to the property owner on any parcel which will require relocation assistance. Written notifications of offers to acquire shall be addressed to Project Manager, Right-of-Way Division, Oklahoma Department of Transportation, 200 N. E. 21st Street, Oklahoma City, Oklahoma 73105.

5. The City agrees to the location of the subject project and agrees to adopt the final plans for said project as the official plans of the City for the streets, boulevards, arterial highways and/or other improvements contained therein; and further, the City affirmatively states that it has or shall fully and completely examine the plans and shall hereby warrant to the Department, the City's complete satisfaction with these plans and the fitness of the plans to construct aforesaid project.
6. A. The City certifies that the project design plans shall comply, and the project when completed will comply, with the requirements of the Americans with Disabilities Act (ADA) of 1990 (42 U.S.C. §§ 12101 – 12213), 49 CFR Parts 27, 37 and 38 and 28 CFR parts 35 and 36. The City shall be exclusively responsible for integrated ADA compliance planning for all City streets, sidewalks and other facilities provided for public administration, use and accommodation, which is required of recipients and sub-recipients by 49 CFR § 27.11. State highways continued through corporate limits of the City shall be included in the City's comprehensive compliance plans.

B. The CITY agrees to comply with the **The Americans with Disabilities Act Non-Discrimination Clause** which is incorporated into this agreement as the attached ADA Exhibit.
7. The Parties hereto agree to comply with all applicable laws and regulations meeting Environmental Protection Agency (EPA) requirements for pollution prevention, including discharges from storm water runoff on this project. The Department shall require the contractor who may be awarded the project to meet all Oklahoma Department of Environmental Quality (ODEQ) requirements for storm water runoff on this project. It is agreed that the project plans and specifications, required schedules for accomplishing the temporary and permanent erosion control work, the Storm Water Management Plan (SWMP) sheet and appropriate U.S. Geological Survey (USGS) topographic map contained in the plans constitute the SWMP for the project described previously in this document. Further, if

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K-1718-57
33127(04)

required, the Department shall require the contractor to file a Notice of Intent (NOI) for storm water discharges associated with construction activity under the Oklahoma Pollutant Discharges Elimination System (OPDES) General Permit with ODEQ, which authorizes the storm water discharges associated with construction activity from the construction site, and to develop, if required, a Storm Water Pollution Prevention Plan (SWPPP).

8. The City agrees that prior to the Department's advertising of the project for bids (as to that part of the project lying within the present corporate limits) it will:

(a) Grant to the Department and its contractors, the right-of-entry to all existing streets, alleys, and City owned property when required, and other rights-of-way shown on said plans.

(b) Remove at its own expense, or cause the removal of, all encroachments on existing streets as shown on said plans, including all signs, buildings, porches, awnings, porticos, fences, gasoline pumps and islands, and any other such private installations.

(c) To prohibit parking on that portion of the project within the corporate limits of the City, except as may be indicated in the plans or hereafter approved by agreement with the Department. The City further agrees not to install, or permit to be installed, any signs, signals or markings not in conformance with the standards approved by the Federal Highway Administration and Manual on Uniform Traffic Control Devices (MUTCD).

(d) Comply with the Department's standards for construction of driveway entrances from private property to the highway, in accordance with the Department's manual entitled "Policy on Driveway Regulation for Oklahoma Highways", Rev. 5/96, 69 O.S. (2001) § 1210.

(e) Maintain all right of way acquired for the construction of this project, as shown on said plans, in a manner consistent with applicable statutes, codes, ordinances and regulations of the Department and the State of Oklahoma.

(f) The City shall have the authority pursuant to 69 O.S. 2001 § 1001 and 69 O.S. 2001 § 1004 to sell any lands, or interest therein, which were acquired for highway purposes as long as such sale is conducted in accordance with the above cited statutes. Prior written approval by the Chief, Right-of-Way Division for the Department shall be required before any sale is made.

9. The City further agrees and warrants to the Department that, subsequent to the construction of said project, the City will:

a. Erect, maintain and operate traffic control devices, including signals, signs and pavement markings only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and subject to agreement of the Department:

1) In the event that any traffic signal installed hereunder is no longer needed for the purposes designated herein, then the traffic signal installed hereunder shall not be removed by the City to any other point other than that which is approved by the Department prior to such removal.

STPG-214C(082)AG

K-1718-57
33127(04)

- 2) In the event there is no mutually agreed location for the reinstallation, the City will assume complete ownership of the equipment following removal if the installation is ten (10) years old or older. If the installation is less than ten (10) years old and:
- a) In the event City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share for the original equipment cost only, amortized for a ten (10) year service life, interest ignored, and assuming straight line depreciation.
 - b) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
- b. Subject to agreement with the Department, regulate and control traffic on said project, including but not limited to, the speed of vehicles, parking, stopping and turns only in accordance with 47 O.S. 2011 §§ 15-104- 15-106, and to make no changes in the provisions thereof without the approval of the Department. It shall be the responsibility of the City to notify the Department of any changes necessary to ensure safety to the traveling public.
 - c. Maintain all drainage systems and facilities constructed, installed, modified or repaired in conjunction with this project or as may be otherwise necessary to ensure proper drainage for road surfaces constructed under the terms of this Agreement.
 - d. Maintain all curbs and driveways abutting road surfaces constructed under the terms of this Agreement and all sidewalks adjacent thereto.
 - e. Maintain all right-of-way areas adjacent to road surfaces, including erosion control and period mowing of vegetation, in a manner consistent with applicable codes, ordinances and regulations.
 - f. Make ample provision annually for proper maintenance of items heretofore delineated as the responsibility of the City, including the provision of competent personnel and adequate equipment, and specifically, to provide all required special maintenance of the project during the critical period immediately following constructions.
 - g. Keep all permanent right-of-way shown on said plans free from any encroachment and take immediate action to effect the removal of any encroachments upon notification by the Department.
 - h. For any portion of the project encompassed under this agreement that is part of the State Highway System, the City shall maintain all that part of said project within the corporate limits of the City between the gutter lines and the right-of-way lines, and if no gutter exists, between the shoulder lines and the right-of-way lines, including storm

STPG-214C(082)AG

K-1718-57
33127(04)

sewers, all underground facilities, curbs and mowing, all in accordance with 69 O.S. Supp. 1994 §901 and all other applicable law.

- i. On limited access highways where county roads or city streets extend over or under the highway or public roads are constructed on state rights-of-way but there is no immediate ingress and egress from the highway, responsibility shall be as follows:

(1) The public roads as defined in OAC 730:35-1-2 shall be maintained by the city or county and shall be included in their roadway mileage inventory.

(2) Where county roads or city streets extend over the highway, the roadway, approaches and bridge surfaces, including the deck, shall be maintained by the city or county. The approach guardrail, bridge structure, and highest clearance posting on the structure shall be maintained by the Department.

(3) Where county roads or city streets extend under the highway, the roadway approaches and advance signing shall be maintained by the city or county. The Department shall maintain the approach guardrail, bridge structure and surface, and the height clearance posting on the structure.

10. The City further agrees and warrants to the Department concerning any sign and highway facility lighting included as part of this project:

- a. The City will, upon notice from the Department Engineer, provide at its own expense all required electrical energy necessary for all preliminary and operational tests of the highway lighting facilities.
- b. Upon completion of the construction of said project, the City will be responsible for the maintenance and cost of operation of these highway lighting facilities, including all appurtenances thereto and including the sign lighting facilities.
- c. It is specifically understood and agreed that the highway lighting and sign lighting facilities specified hereunder shall be continuously operated during the hours of darkness, between sunset and sunrise, and shall not be altered, removed or be allowed to cease operation without the mutual written consent of the Department and the City.
- d. The City agrees to provide, on a periodic schedule, an inspection, cleaning and re-lamping maintenance program to assure the maximum efficiency of the highway lighting facilities.
- e. In the event that the highway lighting facilities installed hereunder are no longer needed for the purposes designated herein, then the highway lighting facilities installed hereunder shall not be removed by the City to any point other than which is approved by the Department prior to such removal.

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- f. In the event there is no mutually agreed location for reinstallation, the City will assume complete ownership of the equipment following removal if the installation is twenty (20) years old or older. If the installation is less than twenty years old and:
- 1) In the event the City desires total ownership of the equipment, the City shall reimburse the Department the original federal funding percentage share of the original equipment costs only, amortized for a twenty (20) year service life, interest ignored, and assuming straight line depreciation.
 - 2) In the event the City does not desire total ownership of the equipment, the City shall sell the equipment at public auction to the highest bidder. The City shall reimburse the Department the original federal funding percentage share of the proceeds of such sale.
11. The City agrees, affirms and warrants to the Department that the City will be responsible, during the period of construction, for any repairs or maintenance to the approved detour route or any other street which may be required as a result of additional traffic.
 12. The City agrees to comply with Title VI of the Civil Rights Act of 1964, 78 O.S. § 252.42, 42 U.S.C. §§ 200d et seq., and all requirements imposed by or pursuant to 49 CFR, Part 21, "Nondiscrimination in Federally Assisted Programs of the Department of Transportation – Effectuation of Title VI of the Civil Rights Act of 1964."
 13. The City agrees that it will, by resolution, duly authorize the execution of this Agreement by the proper officials and attach copies of such resolution to this Agreement.
 14. To the extent permitted by the *Oklahoma Governmental Tort Claims Act*, Title 51 Oklahoma Statutes, Sections 151 *et seq.* and by Oklahoma Constitution Article 10, section 26 and as otherwise permitted by law, the City shall indemnify and save harmless the Department, its officers and employees, and shall process and defend at its own expense all claims, demands, or suits whether in law or equity brought against the City or the Department arising from the City's execution, performance, or failure to perform, and provisions of this agreement or alleged negligence in the location, design, construction, operation, or maintenance of a portion of the City Street System within the corporate limits of the City. Provided, nothing herein shall require the City to reimburse the Department for damages arising out of bodily injury to persons or damage to property caused by or resulting from the sole negligence of the Department. When any alleged act, omission, negligence, or misconduct may be subject to the limitations, exemptions, or defenses which may be raised under the *Oklahoma Governmental Tort Claims Act*, 51 O.S. § 151 *et seq.*, all such limitations, exemptions, and defenses shall be available to and may be asserted by City. No liability shall attach to the Department except as expressly provided herein.
 15. Based on an estimated total construction cost plus construction inspection cost of Three-Hundred-Seventy-Five-Thousand-Dollars (\$375,000.00), it is agreed the project referenced above will be financed as follows:

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- Federal STP funds shall be used to finance 100% of the federally participating construction costs of *Three-Hundred-Seventy-Five-Thousand-Dollars (\$375,000.00)*
 - City funds provided by the City shall be provided to finance the balance of the eligible participating project construction costs, estimated at *Zero-Dollars (\$0.00)*. The CITY shall also provide 100% of any federally non-participating costs, estimated at *Zero-Dollars (\$0.00)*. Total City funds are currently estimated at *Zero-Dollars (\$0.00)*. The estimated City funds shall be placed on deposit with the DEPARTMENT upon execution of this agreement and receipt of the Department's invoice, prior to advertising the project for bid.
16. a) It is understood by the City and the Department that the funding participation stipulated herein may be altered due to bid prices, construction supervision costs and federally non-participating costs incurred during construction.
- b) The DEPARTMENT, using its own forces or the services of others, will supervise and inspect all work performed by the construction contractor and will provide such engineering, inspection and testing services as may be required to ensure that the construction of the project is accomplished in accordance with the approved PS&E. Actual supervision and inspection costs shall be charged to the project and financed as described in PARAGRAPH 15 of this agreement.
- c) The City will be responsible for payment of estimated local funding prior to advertising the project for bid. Upon final acceptance of this project, the amount of federal funds and the amount previously deposited by the City will be deducted from the total cost and a refund will be made by the Department to the City or additional funding will be requested from the City. The City agrees to make arrangements for payment of any Department invoice within 45 days of receipt.
17. It is understood by the City that only those DEPARTMENT administered funding sources specified in Paragraph 15 of this agreement shall be made available for the financing of this project. All other costs are the responsibility of the CITY. No STATE funds are allocated to this project.
18. Upon approval of this Agreement and the plans, specifications and estimates by the City, Department and the Federal Highway Administration, if applicable, the Department shall agree to advertise and let the contract for this project in the usual and customary legal manner. It is agreed that the project herein described is proposed to be financed as previously set forth, and that this Agreement, all plans, specifications, estimates of costs, acceptance of work, payments and procedures in general hereunder are subject in all things at all times to all federal laws, regulations, orders and approvals as may be applicable hereto.
19. The Department agrees to construct said project in strict accordance with the plans furnished and approved by the City, provided that upon consultation with and agreement by the City, the Department shall have the right to make such changes in the plans and specifications as are necessary for the proper construction of the project. The Department shall provide competent supervision at all times that the work is in progress. The City shall have inspectors on the project site as the City determines necessary to ensure construction of the project to the

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satisfaction of the City and shall have representatives available for consultation with the Department representatives to cooperate fully to the end of obtaining work strictly in accordance with the City's approved plans and specifications.

20. The City agrees that it will intervene as a party defendant in all actions where a contractor may allege delay due to failure of the City to accomplish timely utility relocations, site conditions which are not represented on the plans or plan errors which impact on project constructability, whether in the District Court or in an alternative dispute resolution forum, will defend all such actions and will pay all damages relating to delay as may be assessed by such court or alternative dispute resolution forum against the City for its adjudged failure.
21. Failure by the City to fulfill its responsibilities under this Agreement will disqualify the City from future participation in any Federal-aid project. Federal funds are to be withheld until such time as the deficiencies in regulations have been corrected or the improvements to be constructed under this Agreement are brought to a satisfactory condition of maintenance.
22. It is further specifically agreed between the City and the Department that the project will be built in accordance with the plans and specifications, and upon final acceptance by the City and the Department of this project, the City does hereby accept full, complete and total responsibility for maintenance of this project as provided in this Agreement. The City does not waive any rights against any contractor(s) with respects to defects, hidden or otherwise, in materials or workmanship. The City does not, pursuant to this provision or any other provision in this Agreement, waive its sovereign immunity or any exemption from, exception to or limitation of liability as provided in the Governmental Tort Claims Act.
23. The Secretary of the Department may terminate this Agreement in whole or, from time to time, in part whenever:
 - a. The requisite federal funding becomes unavailable through failure of appropriation or otherwise.
 - b. The contractor is prevented from proceeding with the work as a direct result of an Executive Order of the President with respect to the prosecution of war or in the interest of national defense or an Executive Order of the President or Governor of the State with respect to the preservation of energy resources.
 - c. The contractor is prevented from proceeding with the work by reason of a preliminary, special or permanent restraining order of a court of competent jurisdiction where the issuance of such order is primarily caused by the acts or omissions of persons or agencies other than the contractor.
 - d. The Secretary determines that such termination is in the best interest of the State.

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

The City, on this 12th of September, 2017, and the Department on the _____ day of _____, 2017.

The City of Norman,
an Oklahoma Municipal Corporation

[Signature]
Mayor

(SEAL)

ATTEST:

[Signature]
City Clerk



Approved as to Form and Legality:

[Signature]
City Attorney

STATE OF OKLAHOMA
DEPARTMENT OF TRANSPORTATION

Recommended for Approval

[Signature] 9/21/17
Local Government Division Manager

[Signature] 9/25/17
Director of Capital Programs

APPROVED AS TO FORM
AND LEGALITY

[Signature]
General Counsel

APPROVED

[Signature] 9/29/17
Deputy Director

RESOLUTION NO. R-1718-32

**BE IT RESOLVED BY THE MAYOR AND COUNCIL OF THE CITY OF
NORMAN, OKLAHOMA:**

THAT, WHEREAS it is in the best interest of the City of Norman, Oklahoma, to execute that certain Project Agreement for Federal-aid Project Number STPG-214C(082)AG, State Job Number 33127(04), by and between the City of Norman and the Oklahoma Department of Transportation;

NOW, THEREFORE, it is hereby resolved that the Mayor is hereby authorized and directed to execute the above described agreement on behalf of the City of Norman, and duly signed by the Mayor on this 12th day of September, 2017.



CITY OF NORMAN

[Handwritten signature]

Mayor

ATTEST:

[Handwritten signature]

City Clerk

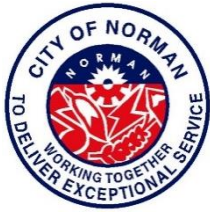
Approved as to form and legality this 1 day of September, 2017

[Handwritten signature]

City Attorney

File Attachments for Item:

10. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN AMENDMENT TO SPECIAL CLAIM SC-2122-1: SUBMITTED BY THE CLEVELAND COUNTY SHERIFF'S OFFICE ADDING AN ADDITIONAL \$432.49 TO THE CLAIM FOR A REVISED AMOUNT OF \$15,177.13 FOR EXPENSES INCURRED AT THE CLEVELAND COUNTY DETENTION CENTER ON JULY 3, 2021.



CITY OF NORMAN, OK STAFF REPORT

Item 10

MEETING DATE: 09/28/2021

REQUESTER: Anthony Purinton, Assistant City Attorney

PRESENTER: Anthony Purinton, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN AMENDMENT TO SPECIAL CLAIM SC-2122-1: SUBMITTED BY THE CLEVELAND COUNTY SHERIFF'S OFFICE ADDING AN ADDITIONAL \$432.49 TO THE CLAIM FOR A REVISED AMOUNT OF \$15,177.13 FOR EXPENSES INCURRED AT THE CLEVELAND COUNTY DETENTION CENTER ON JULY 3, 2021.

BACKGROUND:

A supplemental Special Claim has been filed by the Cleveland County Sheriff's Office for an additional amount of \$432.49, for a total of \$15,177.13, for damage to a metal roll-up door when it was struck by a City Police Department vehicle on July 3, 2021, at the Detention Center, 2550 West Franklin Road.

DISCUSSION:

A previous investigation found on July 3, 2021, a City police officer arrived at the Cleveland County Detention Center to drop off an arrestee. The receiving area door rolled up to allow the officer's vehicle to enter but by the time the officer drove forward, the door began to roll back down. This resulted in the City vehicle striking the door and causing damage to it. The Sheriff's Office, being a government agency, contracts repair work through a local company who estimated repairs at \$14,744.64. This estimate was provided to the City upon the initial submission of the tort claim on August 13, 2021. Staff submitted this item for review by City Council on September 14, 2021, as Special Claim SC-2122-1, and payment of the claim was approved.

The Sheriff's Office has since received an updated estimate since the previous estimate was only valid for 30 days. The newest estimate is for \$15,177.13, or an increase of \$432.49 from the previous estimate, due to fluctuations in steel prices. The Sheriff's Office has entered into an agreement with the repair company to keep this price from increasing further and they request reimbursement from the City for the difference in estimate amounts.

RECOMMENDATION:

Based upon the above and foregoing, it is the recommendation of the City Attorney's office that

the supplemental Special Claim of the Cleveland County Sheriff's Office, in the adjusted amount of \$15,177.13 as set forth above, be approved. Funds are available in Miscellaneous Services-Special Claims (43122351-44718) to cover the claim.



COMMERCIAL DOOR, LLC
 987 N University Blvd
 Norman, OK 73069
 Ph: (405) 321-3667

Customer Info	Job Info
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Cleveland County Sheriffs
 111 N Peters Ave Suite 600
 Norman, OK 73069

Damaged OHD
 111 N Peters Ave Suite 600
 Norman, OK 73069

Attn: **Capt. Glassco**

Date	Proposal No	Submitted By	Reference
9/20/2021	282008	Kelly Weiman	

Description	Amounts
<p>Commercial Door LLC proposes to:</p> <p>#1: Remove and replace (1) 12' x 14' HD insulated steel roll up door. Re-use the existing operator</p> <p>Furnish and install (1) Raynor 22 gauge insulated steel roll up door complete with hood with baffle, HD guides, bottom rail & safety edge. Re-use the existing operator and set for normal operation. 100K cycle count / high cycling product</p> <p>Price includes removal and disposal of old equipment.</p> <p>Note: customer can save about 1/3 of the cost of this door if we do not go with an insulated door. Ill send a new quote if this option is needed.</p> <p>Lead time is 65 days</p> <p>We will make all needed adjustments for safe and proper operation and warranty our craftsmanship for a period of one year upon completion.</p> <p>At Commercial Door LLC we value your business, and your time. We always strive to ensure that our clients are being provided the the highest level door service available. If theres anything you think we can do to make certain we are providing you maximum value, please reach out to any of our friendly staff and let us know. We look forward to hearing from you!</p>	<p>\$15,177.13</p>

Date	Payment Terms	Acceptance Terms	Valid Thru	Total Amount
9/20/2021	50% Deposit, 50% Completion	30 Days	10/20/2021	\$15,177.13

Submitted By	Phone No	Email
Kelly Weiman, Sales Manager	(405) 519-0789	kweiman@321door.com

Terms & Conditions

Signature

ACCEPTED BY	PRINT NAME	EMAIL ADDRESS	DATE
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1. 1. Terms
 a. This offer is good for 30 days. A signed proposal (and deposit if required in terms above) or a certified contract must be returned to Commercial Door LLC. b. Offer may be revoked by Commercial Door LLC at any time prior to acceptance. . Hidden or unanticipated damages and services are not included in proposal.
 c. PROPOSAL DOES NOT INCLUDE THE COSTS OF PREVAILING WAGES, if required, unless specifically stated.
 d. Past due accounts will be charged 1-1/2% per month on unpaid balances (18% annual rate).

1. 2. Scope
 a. Commercial Door LLC proposes to furnish, deliver, and install the material cited on the proposal.
 b. All prices for operator installation are based on wire, wiring, conduit, electrical hook up, and mounting of control panels by others, unless specifically stated in scope above.
 c. All prices are based on all equipment being installed on the same trip with the driveway poured prior to delivery and installation. Additional charges will be added if additional trips are required due to site conditions .
 d. OVERHEAD DOOR JAMBS AND SPRING PADS done by others. Additional charges will be added if jambs and spring pads are not ready prior to installation. e. HOLLOW METAL GROUTED FRAMES done by c

unless specifically stated in the scope above.

f. Hollow metal doors and frames come grey primed. Painting done by others unless stated in the scope above.

g. FINISH CARPENTRY BY OTHERS UNLESS OTHERWISE STATED IN THIS CONTRACT.

h. KEYING, RE-KEYING, AND LOCKSMITHING BY OTHERS.

i. OPENINGS ARE TO BE PROVIDED BY OTHERS AT CORRECT DIMENSIONS, WITH APPROPRIATE CLEARANCES, AND TO BE PLUMB, LEVEL, AND SQUARE WITHIN 1/8 PRIOR TO DOOR INSTALLATION. APPLIES TO ALL DOOR TYPES.

J. PM SERVICE includes: Tightening all loose nuts, bolts, setscrews. Balance and align doors. Minor repairs. Inspecting doors for worn or damaged parts. Lubricating all points of friction. All adjustments needed for safe and proper operation. Major repairs will be recommended and may require additional quote for approval to complete repair.

1. 3. Electrical

a. All electrical work done by others. Electrical wiring of low voltage, high voltage, conduit, electrical controls, and control panels by others, unless specifically stated in scope above.

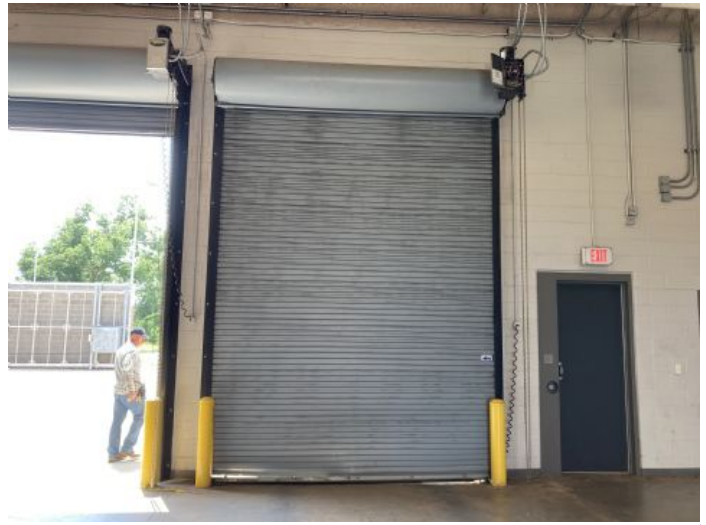
b. All prices are based on all electrical by others being completed prior to installation. Additional charges will be added if additional trips are required due to electrical work not being completed or due to delays.

Item 10.



Exterior

VIEW

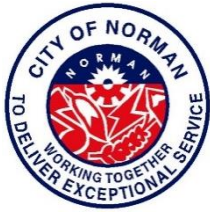


Interior

VIEW

File Attachments for Item:

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-109: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND BARRETT L. WILLIAMSON ARCHITECTS, INC., INCREASING THE CONTRACT AMOUNT BY \$261,800 FOR A REVISED CONTRACT AMOUNT OF \$386,350 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE NEW LINE MAINTENANCE FACILITY.



CITY OF NORMAN, OK STAFF REPORT

Item 11

MEETING DATE: 09/28/2021

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 AMENDMENT NO. ONE TO CONTRACT K-1920-109: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND BARRETT L. WILLIAMSON ARCHITECTS, INC., INCREASING THE CONTRACT AMOUNT BY \$261,800 FOR A REVISED CONTRACT AMOUNT OF \$386,350 TO PROVIDE ADDITIONAL DESIGN SERVICES FOR THE NEW LINE MAINTENANCE FACILITY.

BACKGROUND:

A new Line Maintenance Facility will be designed to allow the Water and Sewer Line Maintenance Divisions to more efficiently accomplish their mission. The facility will be located northwest of the water treatment plant on the former Hall Park wastewater lagoon site which was recently platted to accommodate the new Emergency Operations Center. The existing facility is located on the North Base property adjacent to the Fleet offices and vehicle servicing areas. Vacation of the existing Line Maintenance space may help alleviate demands by Fleet and other City departments for additional space at the North Base property.

The Line Maintenance Division currently consists of 49 existing employees including 6 administrative staff, 25 water line maintenance employees and 18 sewer line maintenance employees. The project will consider expected growth of the division over the next 20 years. The existing main building (11,000 SF) contains administrative offices, an employee breakroom and training area, as well as inadequate restroom laundry facilities. Separate buildings are provided for storage and repair of (1) wastewater pumps, piping and repair parts (2,000 SF), (2) fire hydrants, water meters, piping and repair parts (1,200 SF) and (3) emergency generation equipment (400 SF).

Request for Proposal (RFP) 1819-05 was issued for eleven water, wastewater, and sanitation projects on June 12, 2018, and 26 proposals were received July 10, 2018. Five Utilities Department staff members reviewed the proposals independently and then met on August 7, 2018, to discuss consultant qualifications and compare results of the individual consultant review rankings. Ultimately, ten consultants were selected on August 19, 2018, for the eleven projects; Barrett L Williamson Architects were selected for the design of the Water and Sewer Line Maintenance Facility. Contract K-1920-109 was negotiated and approved by the Norman Utilities Authority (NUA) on January 28, 2020. The scope of the original contract included the

schematic design to verify the needs of the division and verify the sizing and layout for the proposed facility.

The schematic design was completed and included the following proposed improvements:

1. Main administration building with safe room (7,000 SF);
2. Water maintenance building with three bays, meter area, and work area (7,900 SF);
3. Sewer maintenance building with five bays necessary (store vehicles during winter conditions) (9,000 SF);
4. New access road from Robinson Street that will be coordinated with the future Emergency Operations Center;
5. Paving improvements around the site; and
6. Storage area at the rear of the property (3,400 SF covered).

DISCUSSION:

The proposed Amendment No. 1 will authorize the Architect to complete final design, bidding, construction, and record document services for the project as developed through the schematic design. The original contract was approved only through schematic design and envisioned a future amendment for design bidding and construction services. The size of the project also increased from the original plan which would necessitate some additional funding for the work completed under the schematic design phase.

Funds for the proposed amendment will be evenly split between the Water Fund and Water Reclamation Fund. Funding is proposed as follows:

- Water Fund – Line Maintenance Building Design (WA0329-DESIGN / 31995521-46201) - \$130,900. Available fund balance of \$134,025.
- Water Reclamation Fund – Line Maintenance Building Design (WW0329-DESIGN / 32995521-46201) - \$130,900. Available fund balance of \$134,025.

The design will be completed in early 2022. The project will then be bid and awarded through traditional methods or through a construction-manager-at-risk with construction expected to begin in late 2022.

RECOMMENDATION: Staff recommends the NUA approve Amendment No. 1 to Contract K-1920-109 with Barrett L. Williamson Architects, Inc. in the amount of \$261,800 for a total revised contract of \$386,350.

**AMENDMENT NO. 1
TO CONTRACT K-1920-109 FOR
ARCHITECTURAL SERVICES**

This Amendment No. 1 dated this 7th day of September 2021 is made a part of the Agreement dated January 28, 2020, between the Norman Utilities Authority (OWNER) and Barrett L. Williamson Architects, Inc. (ARCHITECT) for professional architectural services.

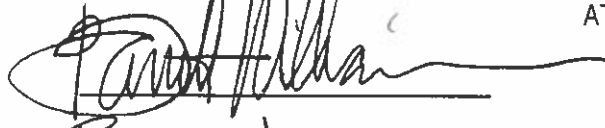
1. The times for the performance of ARCHITECT's services of said Agreement are amended as set forth in Attachment A, attached hereto and incorporated by reference herein.
2. The Scope of Services of ARCHITECT of said Agreement is amended and supplemented as described in Attachment B attached hereto and incorporated by reference herein.
3. The method of payment for services rendered by ARCHITECT shall be set forth in Attachment C, attached hereto and incorporated by reference herein.

Acceptance of the terms of this Amendment is acknowledged by the following authorized signatures of the parties to the Agreement. All other particulars in the original Agreement, and not specifically referenced in this Amendment No. 1 remain in effect and unchanged.

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

DATED this _____ day of _____, 2021

Barrett L. Williamson Architects, Inc. - ARCHITECT

By:  ATTEST _____
 Title: Principal _____

Norman Utilities Authority- OWNER

APPROVED as to form and legality this _____ day of _____, 2021.

City Attorney

APPROVED by the Trustees of the Norman Utilities Authority this _____ day of _____, 2021.

ATTEST

By: _____
 Title: _____

ATTACHMENT A

SCHEDULE

ARCHITECT shall complete the work per the following schedule:

Milestone	Description	Start Date	End Date
1	Final Construction Documents	October 2021	April 2022
2	Bidding	April 2022	June 2022
3	Construction Services	July 2022	July 2023 (or end of construction)
4	Record Documents (30 days from end of construction)	July 2023	August 2023

ATTACHMENT B**SCOPE OF SERVICES**

The project is hereby amended as follows:

Task 3. Final Design and Construction Bid Documents

- a. Prepare final plans and specifications for bidding.
- b. Compliant submittal for obtaining City of Norman permit(s) for construction. Revisions necessary to meet code requirements will be the responsibility of the Architect and at no additional cost to the OWNER.
- c. Construction Manager at Risk (CMAR) services (as necessary):
 - i. Review CMAR Request for Qualifications.
 - ii. Make electronic versions of plans and specifications available during selection.
 - iii. Attend pre-proposal conference and answer inquiries by respondents.
 - iv. Review respondent proposals and provide opinion of respondent qualifications.
 - v. Attend respondent interviews to assist the City in CMAR selection process.
 - vi. Participate in post-proposal coordination meeting with selected provider to discuss, answer questions and provide further clarifications related to the PROJECT required by provider to develop guaranteed maximum price.
- d. Generate updated cost estimate (if CMAR not utilized)

Task 4. Provide bidding services:

- a. Prepare addendum(a) or respond to questions or substitution requests as necessary.
- b. Attend and manage mandatory Pre-Bid Conference.
- c. Review bids and recommend to the OWNER for an award.
- d. Guaranteed Maximum Price of Construction (GMP) Assistance. Upon acceptance of 60% Contract Documents by OWNER, assist OWNER in negotiating contractual GMP with CMAR.
 - i. Participate in coordination meeting with selected provider to discuss, answer questions and provide further clarifications related to the PROJECT required by CMAR to develop guaranteed maximum price.
 - ii. Review CMAR's Guaranteed Maximum Price of Construction (GMP) cost estimate and provide comments.
 - iii. Assist OWNER in negotiating contractual GMP.

Task 5. Construction Services

- a. Construction Administration
 - i. Provide construction administration services throughout construction
 - ii. Assist with the Pre-Work Conference.
 - iii. Review testing company reports and review and recommend approval/rejection of claims.
 - iv. Attend construction progress meetings.
 - v. Review contract pay estimates and recommend approval/rejection of claims.
 - vi. Review and approve or reject submittals.
 - vii. Review and respond to Requests for Information from the contractor.
 - viii. Prepare field changes, amendments, and/or change orders necessary to facilitate construction of the project.

b. Record Drawings

- i. Provide hardcopy and electronic (PDF, CAD, and GIS) as-built record documents within 30 days of completion of the project.
- ii. Submit permanent control points with as-builts.
- iii. Provide a complete Operations and Maintenance (O&M) Manual (three copies) covering all system and equipment constructed and installed as part of this project.

ATTACHMENT C

COMPENSATION

Task	Description	Original Contract Fee	Amendment No. 1 Fee	Total Fee
1	Project Management	\$ 19,900.00	\$ -	\$ 19,900.00
2	Schematic Design	\$ 104,650.00	\$ 23,050.00	\$ 127,700.00
3	Final Design	\$ -	\$ 160,100.00	\$ 160,100.00
4	Bidding	\$ -	\$ 14,650.00	\$ 14,650.00
5	Construction Services	\$ -	\$ 64,000.00	\$ 64,000.00
Total		\$ 124,550.00	\$ 261,800.00	\$ 386,350.00

The ARCHITECT may submit interim statements, not to exceed one per month, for partial payment of SERVICES rendered. The statements to the OWNER will be by task for the percentage of work actually completed. The OWNER shall pay said interim statements within thirty (30) calendar days.

File Attachments for Item:

12. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-119 EXTENDING THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT IN THE AMOUNT OF \$84,148 FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) UNTIL FEBRUARY 28, 2022



CITY OF NORMAN, OK STAFF REPORT

Item 12

MEETING DATE: 09/28/2021

REQUESTER: Mike White, Fleet Program Manager

PRESENTER: Shawn O’Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-1920-119 EXTENDING THE CONGESTION MITIGATION AND AIR QUALITY (CMAQ) GRANT IN THE AMOUNT OF \$84,148 FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) UNTIL FEBRUARY 28, 2022

BACKGROUND:

On November 5, 2019, the Association of Central Oklahoma Governments (ACOG) announced a \$350,000 ACOG-administered Public Fleet Clean Air Grant Program using Congestion Mitigation and Air Quality (CMAQ) funds allocated to ACOG's fiscal year 2019-2020 (FYE 2020) Public Fleet Clean Air Grants program. This grant program allows public sector fleets to access CMAQ funds for conversions to clean fuel technologies, including alternative fuel vehicles and fueling infrastructures. This grant will be provided as reimbursement of City funds once construction is complete.

In November 2019, the Public Works Department contracted with the original CNG Fueling Facility design firm, Small Arrow Engineering, LLC, Joplin, Missouri, to provide Grant Writing services for the FY 2020 ACOG Clean Air Grant application. The total cost for this service was \$5,990.

On December 15, 2019, City Manager Darrel Pyle authorized the grant application to be submitted to ACOG, requesting assistance with the expansion of the City’s CNG slow fill facility from 2351 Goddard Avenue to the future Transit and Park Maintenance Facility to be located south of Da Vinci for \$170,000 with a local match of \$170,000 (a 50/50 percent split) for a total of \$340,000.

On March 4, 2020, ACOG sent out award notifications with a notice to proceed. One notable exception is that while the original request was for a 50/50 split, ACOG approved a lower amount of grant assistance for the slow fill expansion of \$84,148 with a local match of \$255,852 or a 75/25 split of the original \$340,000 project.

On March 10, 2020, the Mayor and City Council approved contract K-1920-119 to accept the CMAQ grant from ACOG for \$84,148 and the appropriation of \$140,000 in FYE 2020 Capital Funds to the Dual Slow Fill Project BG0079.

Contract K-1920-119 with ACOG required this project to be completed by September 2021.

On June 23, 2020, City Council approved contract # K-1920-136 with Domino Building Systems LLC to extend the CNG slow fill system from the future Transit parking lot at 1310 Da Vinci Street to the future Park Maintenance facility at 1320 Da Vinci Street. Once this project is complete, the Park Maintenance Division will have the ability to fuel up to ten (10) vehicles overnight at their new location.

DISCUSSION:

Due to an unseasonably wet year, the north base general contractor, Flintco LLC, has not completed the concrete parking lot at the new Transit/Public Safety and Parks Maintenance facility. Once this is complete, Domino will install the above-ground CNG slow fill dispensers and make final connections to the underground stainless steel tubing.

ACOG has provided a contract extension through February 28, 2022, to allow more time for this project to be 100% completed.

RECOMMENDATION:

It is recommended that Amendment No. One to Contract K-1920-119, extending the ACOG contract through February 28, 2022 be approved.

PUBLIC FLEET CONVERSION GRANT CONTRACT
BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS
AND
The City of Norman
(CFDA 20.205)

This Grant Contract, by and between the Association of Central Oklahoma Governments, hereinafter referred to as "ACOG" and The City of Norman, hereinafter referred to as the "Grantee," is for the provision of reimbursement of certain costs incurred for *the purchase of Compressed Natural Gas (CNG) fueling infrastructure equipment* further defined in the "SCOPE OF SERVICES."

Amount of Grant not to exceed: Eighty-four thousand and one hundred and forty-eight dollars. (\$84,148.00)

Grantee Federal Employer Identification: **73-6005334**

A. SCOPE OF SERVICES

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. The intention of ACOG in awarding these grant funds is to seed the advancement of alternative fuel vehicles, certain hybrid vehicles, and alternative fuel infrastructure as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments.
- A.2.a. Grantee agrees that all equipment, parts, vehicles purchased with ACOG Public Fleet Conversion Grants funds, hereinafter referred to as "ACOG CLEAN AIR Public Fleet Grants," will be new and unused.
- A.2.b. Funds are intended to defray costs related to *the purchase of Compressed Natural Gas (CNG) fueling infrastructure equipment*.
- A.2.c. Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of vehicles, or equipment, remains with and will be the sole responsibility of the Grantee.
- A.2.d. Grantee shall be solely responsible for all ongoing maintenance of the equipment.
- A.2.e. Grantee will prominently and visibly mark all ACOG CLEAN AIR Public Fleet Grants-funded vehicles, fueling or charging station(s) in such a way that promotes alternative fuels or clean fuel vehicle technology, and clean air. Acceptable station signage shall include station banners, flags, marquees, pump toppers and pump wraps or other prominent pump signage. Acceptable vehicle signage shall include vehicle wraps or partial wraps, prominent slogans affixed to the vehicles, and the like. This signage shall remain affixed to fuel dispensers, and vehicles until the grant-funded equipment and/or vehicles are retired from Grantee's fleet service.

- A.2.f. Grantee will visibly and distinctly label all ACOG Clean Air Public Fleet Grant funded dedicated CNG's with the following, "Funded in Partnership with ACOG" Funded in Partnership with "ACOG logo." Other examples of labeling are attached.
- A.2.g. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded *infrastructure* project with the following: **CLEAN AIR Fueling Project funded in partnership with the Association of Central Oklahoma Governments** or **CLEAN AIR Fueling Facility funded in partnership with the Association of Central Oklahoma Governments.**
- A.3. **Progress Reports:** Grantee shall provide to ACOG quarterly project progress reports once the contract has been executed and a notice to proceed is issued. The quarterly reports should consist of a short summary of the status of the project and any issues that may have come up.
- A.3a. **Project Completion:** Once the project is operational/complete Grantee will provide ACOG notification that the project is operational/complete to ensure the tracking of annual reporting. Any missing quarterly reports or the notification that project is operational/complete will delay the process of reimbursement.
- A.5. **Annual Reports:** Grantee shall provide to ACOG a minimum of four (4) annual reports covering 12 full months of project operation each reporting period. These reports are due each year after the project is complete and additional reporting should occur each year after on this date. The maximum number of required annual reports period shall not exceed five (5) years or 60 months. Missing or late annual reports will delay the process of reimbursement.
- A.5.a. Annual reports for fueling/charging *infrastructure* projects shall include monthly volumes of fuel dispensed at the stations, the number of city owned vehicles refueling at the station, maintenance records, and written documentation of all other cost associated with the station equipment and installation purchase with ACOG CLEAN Air Grant funds.

B. GRANT CONTRACT TERMS

- B.1. Grant Contract Terms: ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing the date of the notice to proceed.

Reporting requirements as described in Sections A.4., A.5., A.5.a and A.5.b. of this Grant Contract shall be effective for the period commencing from the date of the notification to proceed from ACOG and ending not later than five years after project completion, hereinafter after to as Part II of Contract Terms.

C. PAYMENT TERMS AND CONDITIONS

- C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed: Eighty-four thousand and one hundred and forty-eight dollars. (\$84,148.00)
- C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the *the purchase of Compressed Natural Gas (CNG) fueling infrastructure equipment* not to Exceed the maximum liability established in C.1.
- C.2.a. Allowable Costs are further defined as excluding any other expenses such as personnel costs, land

acquisition costs, administrative and legal expenses, appraisals, architectural and engineering fees, project inspection fees, site work, demolition and removal.

C.2.b. The Grantee shall submit invoices accompanied by bills of sale and documentation as further described in Sections C.3.a. through C.3.d., below, prior to reimbursement of Allowable Costs.

C.3. **Invoice Requirements:** Grantee shall invoice to ACOG, with all necessary supporting documentation to:

ACOG

Attn: Eric Pollard, Clean Cities Coordinator

4205 North Lincoln Blvd.

Oklahoma City, Ok 73105

Telephone: 405-778-6175 Fax: 405-234-2200

Email: epollard@acogok.org

ahankins@acogok.org

C.3.a. Each invoice shall clearly and accurately detail the following required information:

- (1) Invoice/Reference Number (assigned by the Grantee);
- (2) Invoice Date;
- (3) Grant Contract Number (assigned by ACOG to this Grant Contract) & **CFDA 20.205**
- (4) Grantee Name;
- (5) Grantee Federal Employer Identification Number (as referenced in this Grant Contract);
- (6) Grantee Remittance Address;
- (7) Grantee Contact (name, phone, and/or fax for the individual to contact with invoice questions);
- (8) Complete Itemization of Reimbursement Requested which shall include Documentation of Paid Expenses and shall include each of the following:
 - i. An Itemized Bill of Sale for each vehicle purchased, including VIN number
 - ii. An Itemized Bill of Sale for each vehicle conversion, upfit, and/or engine repower to include separate line itemizations for the following:
 1. Labor costs
 2. Cost of each alternative fuel system equipment package (exclusive of fuel tanks)
 3. Cost of each onboard alternative fuel tank installation including the number of tanks installed per vehicle, size in gallon equivalents of each installed tank, and the price of each fuel tank
 - iii. Itemized Bill of Sale for all fueling infrastructure storage and dispensing equipment
 - iv. Itemized Labor, Installation and Construction costs for each fueling infrastructure project
 - v. Total Reimbursement Amount Requested

C.3.b. Each invoice shall be accompanied by a copy of the EPA emissions certification for each conversion, up fit, and/or engine repower **unless the engine is EPA certified.**

- C.3.c. Each invoice shall be accompanied by proof of removal from fleet and/or scrapping of vehicle(s), as applicable. Documentation for the vehicle listed in the contract for removal will include the VIN number of any/all vehicles scrapped.
- C.3.d. Each invoice shall be accompanied by a digital photo file(s) of the project displaying required labeling and signage promoting alternative fuels or clean fuel vehicle technology, and clean air. (as described in sections A.2.f and A.2.g)
- C.3.e. Each invoice shall be accompanied by a press release, as well as social media post announcing the completion of the project and the grantee's partnership with ACOG. ACOG can be mentioned on Twitter and Facebook. (ACOGOK)
- C.4 The Grantee understands and agrees that an invoice to ACOG under this grant contract shall include only reimbursement requests for actual expenditures as described in Section A.2.b and Sections C.2, C.2a, C.2b and C.2.c of this Grant contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for reimbursement must be received by ACOG no later than September 1, 2021 to include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. The Grantee's failure to provide an invoice to September 1, 2021 as required, shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.5. **Payment of Invoice:** ACOG shall, within 45 days of receipt of invoice for eligible expenses relating to the purchase of vehicles, equipment, materials, labor and installation, as described in Sections A.2.b., C.2., C.2.a., C.2.b., and C.2.c.s review and process invoice as well as request reimbursement from ODOT for grantee's expenditures. Once ODOT has provided reimbursement for grantee's expenditures ACOG will issue payment to grantee.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs.

D. STANDARD TERMS AND CONDITIONS

- D.1. Required Approvals: ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is executed and a letter of Notice to Proceed is issued to Grantee.
- D.3. Modification and Amendment: This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.
- D.4. Termination for Cause: If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the

Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. **Records:** The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. **Progress Reports:** The Grantee shall submit brief, quarterly progress report to ACOG throughout Part 1 of Contract Terms in addition to annual reports as described in Sections A.4. through A.5 B.
- D.7. **ACOG Liability:** ACOG shall have no liability except as specifically provided in this Grant Contract.
- D.8. **Force Majeure:** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.9. **State and Federal Compliance:** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma. Projects must comply with the office of Management and Budget (OMB) 2-CFR 200 cost principle requirements.
- D.11. **Completeness:** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

E. SPECIAL TERMS AND CONDITIONS

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts:** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL

address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

ACOG:

Eric Pollard, Clean Cities Coordinator
4205 North Lincoln Blvd.
Oklahoma City, Ok 73105
Telephone: 405-234-2264; Fax: 405-234-2200
Email: epollard@acogok.org
ahankins@acogok.org

Grantee:

Brea Clark, Mayor of The City of Norman
1301 DaVinci
Norman, Oklahoma 73070
Telephone: 405-307-7250
Fax: 405-217-1031

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. Hold Harmless: To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

IN WITNESS WHEREOF:

The City of Norman
Grantee Legal Entity Name

[Signature]
Signature of Authorized Official
Breea Clark

March 10, 2020
Date
Brenda Hall
City Clerk

Mark W. Sweeney
Printed Name and Title of Authorized Official
Mark W. Sweeney, AICP, Executive Director
Association of Central Oklahoma Governments

3/3/2020
Date

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY [Signature] DATE 3/10



Grant #: R1-2020-NORMAN

Amendment to ACOG Public Fleet Conversion Grant Contract #2020-R1-NORMAN

BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND
THE CITY OF NORMAN

August 2021

The below referenced terms hereby amend Contract Agreement R1-2020-City of Norman between the Association of Central Oklahoma Governments and City of Norman.

Stated Contract is for the provision of reimbursement of certain costs incurred for the purchase of Compressed Natural Gas Infrastructure as further defined in the above referenced contract under A2b.

Grantee Federal Employer Identification number on above referenced contract is incorrect and should be listed as: 73-6005350.

May it be known that the undersigned parties do hereby agree to make the following changes and/or additions outlined below. These changes and/or additions shall be held valid as if included in the original contract referenced above.

Section C shall be amended to extend the term as follows:

C. PAYMENT TERMS AND CONDITIONS

C.4.a. All invoices for reimbursement must be received by ACOG no later than **February 28, 2022**, to include only expenses incurred during the period delineated as Part I of Contract Terms.

C.4.b. The Grantee's failure to provide an invoice to ACOG by **February 28, 2022**, as required, shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.

No other terms or conditions of the above referenced contract shall be negated or changed as a result of this Amendment.

IN WITNESS WHEREOF:

Grantee Legal Entity Name

Signature of Authorized Official

Date

Printed Name and Title of Authorized Official


Mark W. Sweeney, AICP, Executive Director
Association of Central Oklahoma Governments

Date

8/30/2021

CITY OF NORMAN CNG INFRASTRUCTURE EXPANSION TO SERVE TRANSIT CNG FLEET & PARKS MAINTENANCE CNG FLEET CONCEPT PLAN



SCALE: 1" = 150'

CONNECT TO EXISTING CNG
TIME-FILL SYSTEM AT
EQUIPMENT ENCLOSURE

950 LF HDD EXTENSION OF
TIME-FILL CNG SS LINE
& CONTROL SYSTEM

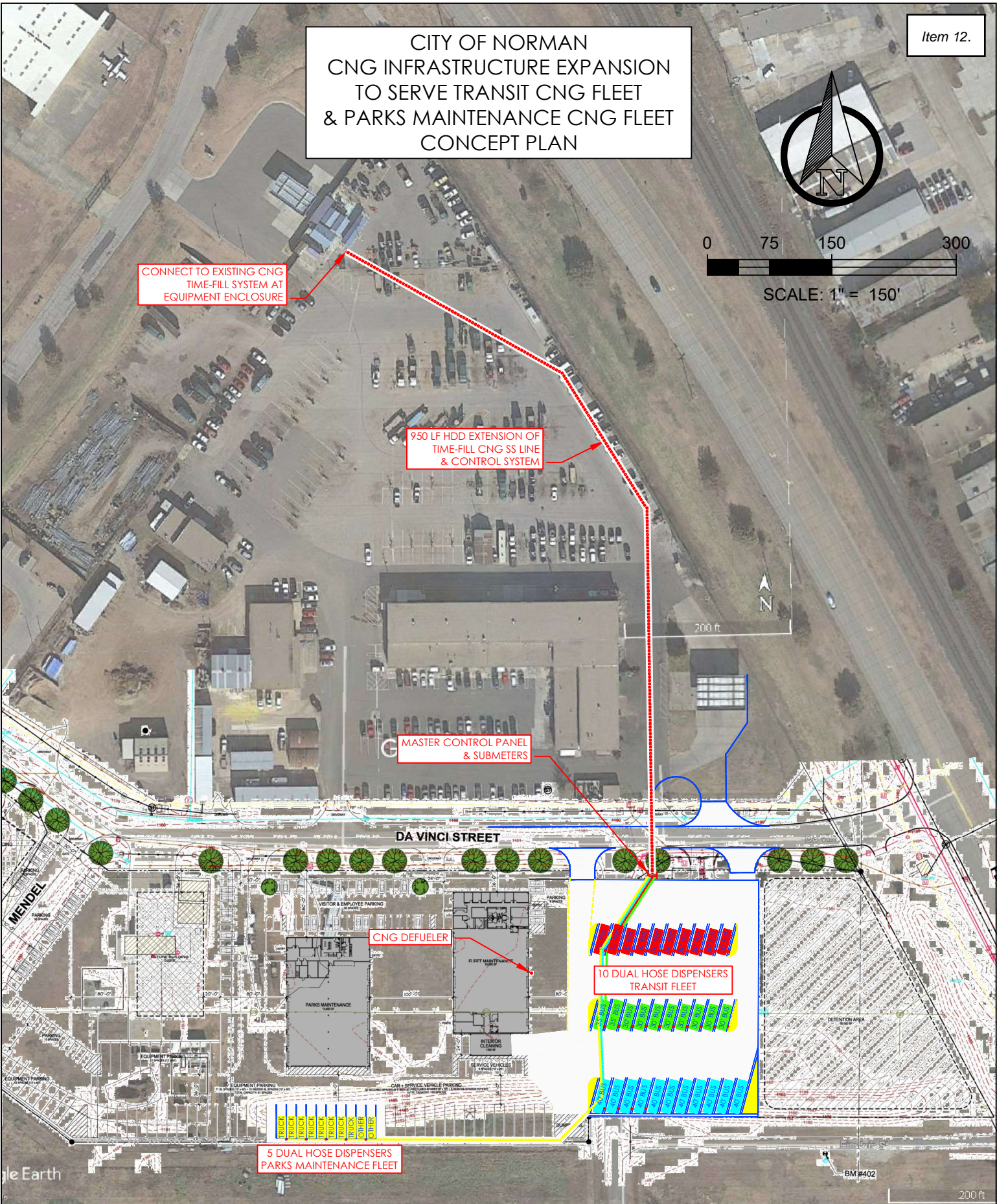
MASTER CONTROL PANEL
& SUBMETERS

DA VINCI STREET

CNG DEFUELER

10 DUAL HOSE DISPENSERS
TRANSIT FLEET

5 DUAL HOSE DISPENSERS
PARKS MAINTENANCE FLEET



216 S. MAIN STREET
PO BOX 1538
JOPLIN, MISSOURI 64802
TEL: 417.624.2333
FAX: 417.624.2441
www.smallarrow.com

File Attachments for Item:

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-6 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HASKELL LEMON CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$219,320.95 FOR A REVISED CONTRACT AMOUNT OF \$151,049.05 TO REMOVE THE IMHOFF CREEK BRIDGE PROJECT FROM THE FYE 2022 BRIDGE MAINTENANCE PROGRAM.



CITY OF NORMAN, OK STAFF REPORT

Item 13

MEETING DATE: 09/28/2021

REQUESTER: Brandon Brooks, Staff Engineer

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-2122-6 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND HASKELL LEMON CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$219,320.95 FOR A REVISED CONTRACT AMOUNT OF \$151,049.05 TO REMOVE THE IMHOFF CREEK BRIDGE PROJECT FROM THE FYE 2022 BRIDGE MAINTENANCE PROGRAM.

BACKGROUND:

The Oklahoma Department of Transportation (ODOT) is tasked by the Federal Highway Administration (FHWA) to perform Bridge Safety Inspections for all publicly owned structures greater than 20 feet in length. Inspections are performed at least once every two years to identify any critical findings, document the bridge condition, and make repair recommendations if necessary. ODOT compiles a list of pre-qualified candidates from which the City interviews at least three (3). Upon completion of the interviews, City Staff selects the candidate they feel is most qualified.

On November 12, 2019, City Council approved Resolution R-1920-53 selecting H.W. Lochner, Inc., as the City’s appointed Bridge Safety Inspection Consultant to ODOT for compliance with the National Bridge Inspection Standards under ODOT Contract Number CI-2105G.

The 2019 Bridge Safety Inspection results identified 13 structurally deficient bridges, 8 functionally obsolete bridges, and 8 bridges at risk of becoming structurally deficient. Based on this data, City Staff identified and ranked bridges in need of maintenance activities. The four bridges that were deemed to be the highest priority for maintenance in this cycle are listed below:

NBI No. 05645 – 48th Ave. SE (0.8 miles South of HWY 9)

NBI No. 18958 – W. Imhoff Rd. (0.2 miles East of S. Berry Rd.)

NBI No. 20034 – Cedar Lane Rd. (0.8 miles East of Indian Meridian Ave.)

NBI No. 09189 – 60th Ave. NE (0.5 miles North of Rock Creek Rd.)

On July 13, 2021, City Council approved Contract K-2122-6 with Haskell Lemon Construction Co., in the amount of \$370,370 to perform maintenance activities on the aforementioned bridge locations as part of the City's annual Bridge Maintenance Program.

On July 29, 2021, City Staff were made aware of the failure of the southeast wing wall attached to the West Imhoff Road Bridge, NBI No. 18958. Upon initial inspections performed by City Staff, the condition of the bridge was found to be severe enough to warrant immediate closure.

On August 10, 2021, Haskell Lemon Construction Co., mobilized to the West Imhoff Road Bridge to begin removing the debris from the channel that was restricting the flow of Imhoff Creek which was part of the original scope of work listed in the FYE 2022 Bridge Maintenance Program contract. On August 11, 2021, Haskell Lemon Construction Co., investigated spalling on the northwest wing wall that was also identified in the FYE 2022 Bridge Maintenance Program contract scope. During their investigations a large portion of concrete came loose exposing the joint between the wing wall and the bridge structure. The wing wall was found to have approximately 1.5" of separation from the bridge structure with no reinforcing tie-ins. This wing wall has three (3) utility lines routed through it: a sanitary sewer line, a 4" gas line, and a potable water line. The wing wall is in danger of a full-scale failure which would affect these three utilities as well as the structure's stability.

DISCUSSION:

In response to the emergency situation at the Imhoff Creek Bridge (NBI No. 18958), Haskell Lemon Construction agreed to reduce the scope of Contract K-2122-6 whereby the add alternate location, NBI No. 09189 – 60th Ave. NE (0.5 miles North of Rock Creek Rd.), and the remaining work unperformed on the West Imhoff Road Bridge would be removed from the scope of Contract K-2122-6.

Of the nineteen (19) bid items associated with the base bid, sixteen (16) items had a quantity change. Fourteen (14) quantity changes resulted in decreased cost, while two (2) quantity changes resulted in increased cost for an overall decrease of \$117,925.95 or 43.84%. Of the ten (10) bid items associated with the add alternate, all items had a quantity change. All ten (10) quantity changes resulted in an overall decrease of \$101,395 or 100%. The overall contract decreased from \$370,370 to \$151,049.05 or 40.78% (please see the attached Change Order No. 1 for a complete list of bid item cost increases and decreases).

RECOMMENDATION 1:

Staff recommends that Change Order No. 1, decreasing Contract K-2122-6 for the FYE 2022 Bridge Maintenance Program by \$219,320.95, be approved.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

Item 13.

CHANGE ORDER NO. 1

DATE: September 28, 2021

CONTRACT NO.: K-2122-6

SUBMITTED BY: Joseph Hill

PROJECT: Bridge Maintenance Program, FYE 2022 Locations

CONTRACTOR: Haskell Lemon Construction Co.,
PO Box 75608
Oklahoma City, Oklahoma 73147

Original Completion Date: December 8, 2021

Previous Completion Date: December 8, 2021

ORIGINAL CONTRACT AMOUNT \$ 370,370.00

(Increase) this change order 0 Calendar Days

New Completion Date: September 30, 2021

PRESENT CONTRACT AMOUNT \$ 370,370.00

DESCRIPTION	INCREASE	DECREASE
Change in Pay Quantities	\$1,337.22	-\$220,658.17

NET CHANGE -\$219,320.95

REVISED CONTRACT AMOUNT \$151,049.05

See Detailed Quantity Change on Page 2 of 2:

Detailed Quantity Change:

BASE BID						
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
1	MOBILIZATION	L.S.	0.00	0.00		
2	CONSTRUCTION & TRAFFIC CONTROL	L.S.		0.33		\$2,713.26
3	UNCLASSIFIED EXCAVATION (2,7)	C.Y.		189.14		\$11,064.69
4	CLASS A CONCRETE (4,8,12)	C.Y.		17.00		\$18,683.00
5	CONCRETE FLOWABLE FILL	C.Y.		13.00		\$7,429.50
8	SP P.C. BEAM REPAIRS	S.F.		10.00		\$5,500.00
9	PNEUMATICALLY PLACED CONCRETE	S.Y.		20.00		\$16,500.00
10	EPOXY RESIN CONCR TETE CRACK SEALIN	L.F.	16.78		\$1,199.77	
11	CONCRETE REPAIRS FOR NON-DRIVING S	S.Y.		15.00		\$9,195.00
12	REMOVE AND RECONSTRUCT FENCE	L.F.	0.00	0.00		
13	REMOVE AND RECONSTRUCT GUARD RAIL	L.F.	0.00	0.00		
14	REMOVE AND REPLACE SIDEWALK	S.Y.		2.39		\$863.98
15	SAWCUT PAVEMENT	L.F.		37.00		\$1,443.00
16	TYPE I -A PLAIN RIP RAP	TON		405.96		\$33,451.10
17	FILTER FABRIC (RIP RAP)	S.Y.		205.01		\$3,444.17
18	SLAB SOD	S.Y.	8.33		\$137.45	
19	FILTER FABRIC SILT FENCE	L.F.		100.00		\$3,360.00
20	DEBRIS REMOVAL	TON		74.31		\$4,904.47
21	REMOVE DEBRIS FROM INLETS/DECK DRA	EA.		6.00		\$711.00
					\$1,337.22	\$119,263.17
TOTAL						-\$117,925.95

ADD ALTERNATE 1 - 60TH AVE BRIDGE						
ITEM NO.	ITEM DESCRIPTION	UNITS	QUANTITY INCREASE	QUANTITY DECREASE	COST INCREASE	COST DECREASE
1	MOBILIZATION	L.S.		1.00		\$3,300.00
2	CONSTRUCTION & TRAFFIC CONTROL	L.S.		1.00		\$2,667.00
3	UNCLASSIFIED EXCAVATION	C.Y.		270.00		\$11,043.00
4	CLASS A CONCRETE	C.Y.		5.00		\$5,465.00
5	CONCRETE FLOWABLE FILL	C.Y.		15.00		\$6,810.00
6	LONGITUDINAL CRACK SEALING	L.F.		60.00		\$330.00
7	TYPE 1 PLAIN RIP RAP	TON		700.00		\$59,990.00
8	FILTER FABRIC (RIP RAP)	S.Y.		300.00		\$4,830.00
9	FILBER FABRIC SILT FENCE	L.F.		200.00		\$3,960.00
10	DEBRIS REMOVAL	TON		20.00		\$3,000.00
TOTALS					\$0.00	\$101,395.00
DIFFERENCE					-\$101,395.00	

CONTRACTOR: _____

DATE: _____

ENGINEER: _____

DATE: _____

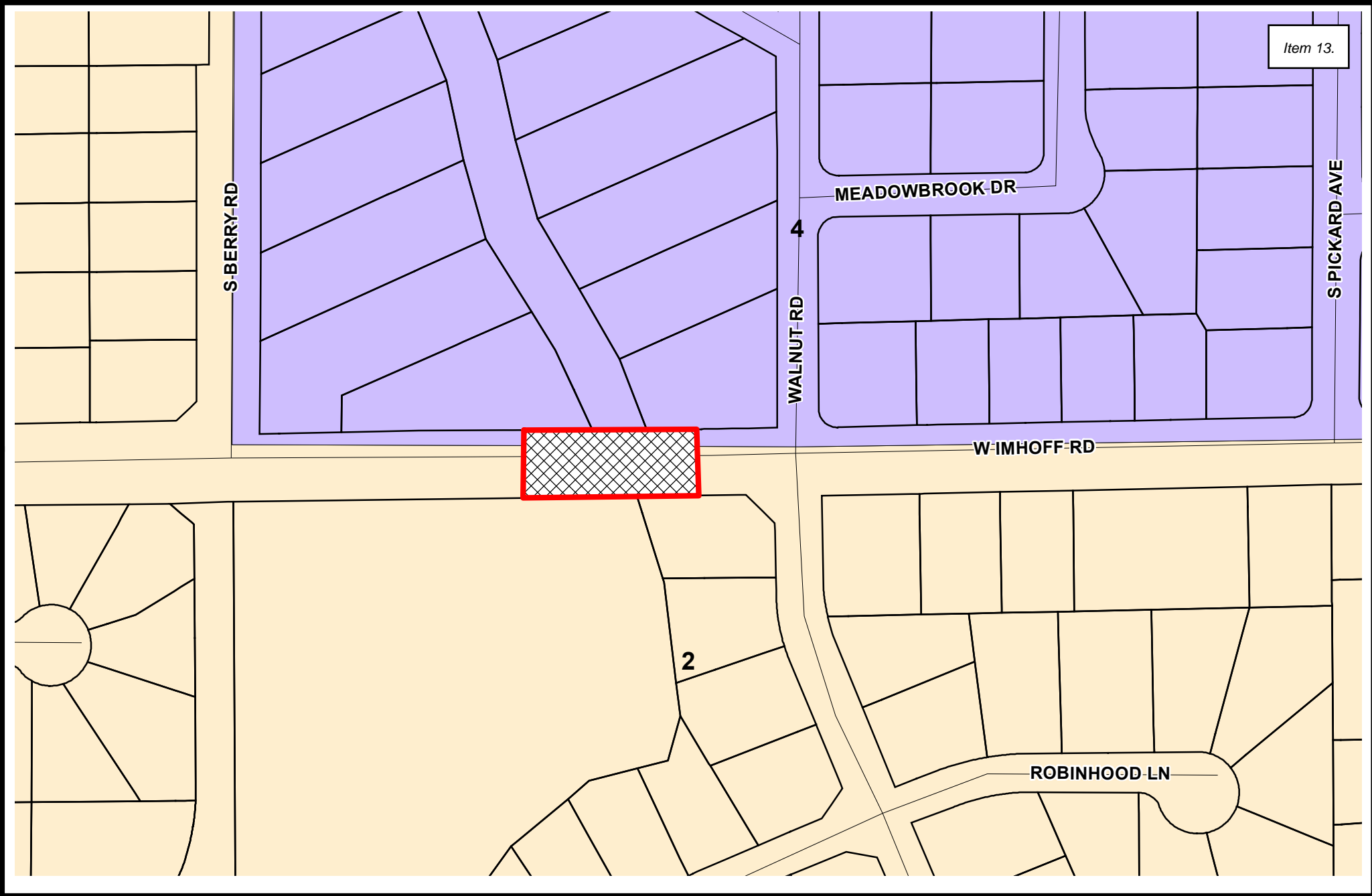
CITY ATTORNEY: _____

DATE: _____

ACCEPTED BY: _____

DATE: _____

(Mayor)



Map produced by the City of Norman
Geographic Information System

The City of Norman assumes no
Responsibility for errors or omissions
in the information presented.

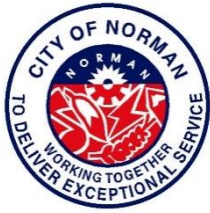
Imhoff Creek Bridge

Emergency Repairs



File Attachments for Item:

14. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$101,626 FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE (OHSO) TO BE USED BY THE POLICE DEPARTMENT TO CONDUCT HIGH-VISIBILITY ENFORCEMENT, SATURATION PATROLS, INFORMATION/EDUCATION CAMPAIGNS DIRECTED TOWARD TRAFFIC SAFETY, PARTICIPATION IN OHSO MOBILIZATIONS, AND TO PURCHASE LIDARS; APPROVAL OF CONTRACT K-2122-28; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

Item 14

MEETING DATE: 09/28/2021

REQUESTER: Lisa Tullius

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$101,626 FROM THE OKLAHOMA HIGHWAY SAFETY OFFICE (OHSO) TO BE USED BY THE POLICE DEPARTMENT TO CONDUCT HIGH-VISIBILITY ENFORCEMENT, SATURATION PATROLS, INFORMATION/EDUCATION CAMPAIGNS DIRECTED TOWARD TRAFFIC SAFETY, PARTICIPATION IN OHSO MOBILIZATIONS, AND TO PURCHASE LIDARS; APPROVAL OF CONTRACT K-2122-28; AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Oklahoma Highway Safety Office (OHSO) has informed the Norman Police Department that it has been awarded a \$101,626 grant. The funds are allocated for general Police Traffic Services to conduct high visibility enforcement in support of State and National goals. Not all collisions and injuries can be directly attributed to a specific causal factor. Some collisions occur because drivers operate a vehicle unsafely and without due attention to traffic laws and road conditions. General traffic enforcement allows the Norman Police Department to address a greater variety of traffic problems.

DISCUSSION:

The Norman Police Department will utilize data and reference sources including collision reports, public complaints, and other crime statistics to identify violations and locations that contribute to collisions. Data Driven Approaches to Crime and Traffic Safety (DDACTS) will assist to locate geographically based patrol zones in order to identify high-crime and high-crash enforcement areas.

Full time officers, in an overtime capacity, will be assigned to identified areas. In the high visibility enforcement model, officers focus on drivers who commit common aggressive driving actions such as speeding, following too closely, and running red lights. Efforts also include impaired driving enforcement, occupant protection enforcement and related activities such as traffic safety

and sobriety checkpoints. Saturation patrols may also be conducted with a primary focus on those violations that may cause or contribute to collisions.

Traffic and Bike Team Officers will also work in an overtime capacity to enforce violations that cause or contribute to collisions in areas and at times that include increased numbers of pedestrians and bicyclists. Enforcement activities will encompass traffic laws as they apply to pedestrians and bicyclists.

Public information and education activities will inform and educate the public during special emphasis days and times. Preliminary breath test devices (PBTs) may be used during special events such as "Know Your Limit" as well as OHSO mobilizations. Bicycle Team members, and presentations by School Resource Officers, will also serve to educate bicyclists and pedestrians of the laws and regulations regarding their safety.

Efforts will include specifically focused alcohol-impaired driving enforcement strategies and will include targeted enforcement and related activities. Saturation patrols and sobriety checkpoints may be used during holidays and other times of local emphasis efforts such as "Operation Cadence", "No Refusal Weekends", and OHSO mobilizations.

Funding also has been provided for the purchase of four (4) hand-held LIDAR devices to assist with addressing aggressive driving actions.

The Norman Police Department will supply the Oklahoma Highway Safety Office with enforcement and education statistics on a monthly basis as stated in the attached contract between Oklahoma Highway Safety Office and the City of Norman. Funding reimbursement will continue through September 30, 2022.

RECOMMENDATION NO. 1:

Acceptance of the grant and approval of the contract.

RECOMMENDATION NO. 2:

Budget appropriation of \$101,626 from the Special Grant Fund balance (22-29000); and designate:

\$84,186 to Project GP0126, Traffic Enforcement-Overtime (22660119-42110),
 \$ 6,440 to Project GP0126, Traffic Enforcement-Benefits (22660119-42901), and
 \$11,000 to Project GP0126, Traffic Enforcement-Miscellaneous Equipment (22660119-45999).

RECOMMENDATION NO. 3:

Upon reimbursement, deposit fund into Other Revenue/Traffic & Alcohol Enforcement (226-333340).

1. On the Application Menu - Forms page, review the following pages in the Award Documents section:
 - a. Grant Agreement Summary - Part I
 - b. Budget Summary Projections
 - c. Budget Detail Projections
 - d. Activity/Milestone Projections
 - e. General Provisions - Part II
 - f. Specific Agreements
2. The Authorized Official must review the Certification page in the Award Documents section and acknowledge acceptance of the terms of the agreement by clicking the SAVE button on that page.
3. After Certification by the Authorized Official, the Agency Administrator or Authorized Official must submit the proposal for OHSO Certification by clicking the OHSO Certification Apply Status button in the Change the Status section of the application on the Application Menu page.

OHSO Highway Safety Application FFY2022

OHSO-FFY2022-Norman PD-00142

Title of Contract:*Norman Traffic Enforcement **

OHSO Project Number:	Award Amount:	CFDA Number:	FAIN Number:	TTA Number:
PT-22-03-19-14	101,626.00	206000000	69A37521300004020OK0	

TOTAL AWARD: \$101,626.00

\$0.00

Project Period:	Oct 01, 2021	- Sep 30, 2022	Primary Program Area:	General Police Traffic Services
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Organization: *Norman Police Department***Address:** *201-B W. Gray St.*

City:	<i>Norman</i>	State:	<i>OK</i>	Zip:	<i>73069</i>
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FEI Number:	<i>73-6005350</i>	DUNS Number:	<i>009072427</i>
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Project Director:	<i>John Stege</i>	Title:	<i>Standards Administrator</i>
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Phone Number:	<i>(405) 366-5218</i>	Fax Number:	
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Project Goals:

To work 1700 hours or more of overtime high visibility enforcement in FY21, contributing to statewide traffic safety improvement goals.

Problem Identification:

The population of Norman is approximately 120,000 plus the student population of the University of Oklahoma.

The City is also approximately 190 square miles and includes both suburban and rural areas. The City boasts the University of Oklahoma, Lake Thunderbird State Park, multiple convention venues, and sporting events. I-35 and SH 9 both intersect the City with traffic traveling at highway speeds.

According to 2019 crash data provided by the Highway Safety Office for cities of 5000 or more population, the City of Norman was above the state rate for:

*Total KA Crashes - ranked 42nd (55 crashes)
Alcohol-Related Crashes - ranked 24th (8 crashes)
Distracted Driving KA Crashes - ranked 22nd (7 crashes)*

Of the 55 KA Crashes that occurred in the City of Norman 5 people were killed and 75 people suffered serious injuries, including 9 pedestrians and 2 bicyclists.

Project Description:

The Norman Police Department will conduct high visibility enforcement in support of State and National goals. Not all crashes and injuries can be directly attributed to a specific primary causational factor. Some crashes occur because drivers operate a vehicle unsafely, without due attention to traffic laws and road conditions. General traffic enforcement is intended to allow agencies to address a greater variety of traffic violations, dependent upon local problem identification.

The Project Director will utilize all data and reference sources available including crash reports, public complaints, and other crime statistics to identify violations and locations that contribute to KA crashes. DDACTS will assist to locate geographically based patrol zones in order to identify high-crime and high-crash enforcement areas. Officers will be assigned to conduct high visibility enforcement in the identified areas. In the high visibility enforcement model, officers focus on drivers who commit common aggressive driving actions such as speeding, following too closely, and running red lights. Efforts may also include impaired driving enforcement, occupant protection enforcement and related activities such as traffic safety and sobriety checkpoints. Saturation patrols may be conducted with a primary focus on those violations that may cause or contribute to crashes.

Traffic Officers and Bike Team Officers will work in an overtime capacity to enforce violations that cause or contribute to crashes. Officers will also focus on areas that include increased numbers of pedestrians and bicyclists. Enforcement activities will encompass traffic laws as they apply to pedestrians and bicyclists, with officers working during times and in areas having the highest concentration of bicycle/pedestrian traffic.

Public information and education activities will inform and educate the public during special emphasis days and times. Preliminary breath test devices (PBTs) may be utilized during special events such as "Know Your Limit" as well as OHSO mobilizations. Bicycle Team members, and presentations by School Resource Officers, will also serve to educate bicyclists and pedestrians of the laws and regulations regarding their safety.

Funding is provided for specifically focused alcohol-impaired driving enforcement strategies. Efforts will include targeted enforcement and related activities such as saturation patrols and sobriety checkpoints especially during local emphasis efforts such as "Operation Cadence", "No Refusal Weekends", holidays and OHSO mobilizations.

The Norman Police Department will employ the following evidence-based strategies in conducting grant related activities:

Countermeasure: High Visibility Enforcement

Planned Activity: State and Local High Visibility Enforcement

Countermeasure: High Visibility Saturation Patrols

Planned Activity: State and Local High Visibility Enforcement

This grant is subject to the terms and conditions set forth in the Pre-Application guidelines and any modifications agreed to during negotiation and reflected in the Award Documents, or by Contract Change Order hereafter, including; Part I-Grant Agreement Summary; Budget Summary; Budget Detail; Activity/Milestones; General Provisions – Part II; Specific Agreements – Part III; and Certification pages.

In addition, the grantee agrees to the following:

1. If the grantee is a law enforcement agency, the grantee agrees to participate in and support NHTSA's national goals and law enforcement mobilizations ("Click It or Ticket" and "Drive Sober or Get Pulled Over"), including submitting both pre and post reports through the OHSO online Mobilization Reporting System.
2. At the end of the project year and no later than November 1, the Project Director will submit the End of Year Project Summary Report outlining the project accomplishments and whether the project goal(s) was met.

In accordance with OMB Circular A-133, the Oklahoma Highway Safety Office (OHSO) is required to supply each grantee with pertinent information regarding the grant awarded. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA).

On the chart below, locate the “Start of Project Number for each grant awarded to obtain the information your agency’s financial department will need for Federal/State reporting purposes.

Start of Project Number	Program Area	CFDA No.	Award Name	Section No.
AI	Accident Investigation	20.6000000	State and Community Highway Safety	402
AL	Alcohol	20.6000000	State and Community Highway Safety	402
DE	Driver Education	20.6000000	State and Community Highway Safety	402
MC	Motorcycle Safety	20.6000000	State and Community Highway Safety	402
OP	Occupant Protection	20.6000000	State and Community Highway Safety	402
PS	Pedestrian Safety	20.6000000	State and Community Highway Safety	402
PT	Police Traffic Services	20.6000000	State and Community Highway Safety	402
RH	Railroad/Highway Crossings	20.6000000	State and Community Highway Safety	402
SE	Speed Enforcement	20.6000000	State and Community Highway Safety	402
TR	Traffic Records	20.6000000	State and Community Highway Safety	402
TSP	Teen Safety Programs	20.6000000	State and Community Highway Safety	402
M2	405b OP Low	20.6160000	Occupant Protection	405b
M3	21 405c Data Program	20.6160000	State Traffic Safety Information Systems Improvements	405c
M5	405d Impaired Driving Mid	20.6160000	Impaired Driving Countermeasures	405d
M9	405f Motorcycle Programs	20.6160000	Motorcyclist Safety	405f

If you have any questions, please contact your Program Manager.

Activity/Milestones Projections

MILESTONE PROJECTIONS												
Activity #	Project #			Description								
1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Total
Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	Total
1	PT-22-03-19-14			Hours of overtime traffic enforcement/PI&E (based on average OT rate of \$49.52/hour).								
141.00	141.00	143.00	141.00	141.00	143.00	141.00	141.00	143.00	141.00	141.00	143.00	1,700.00
2	PT-22-03-19-14			Number of traffic stops (target is 2 per hour).								
282.00	282.00	286.00	282.00	282.00	286.00	282.00	282.00	286.00	282.00	282.00	286.00	3,400.00
3	PT-22-03-19-14			Number of PI&E activities conducted - minimum is 2 per month (to include media contacts, social media outreach efforts, traffic safety presentations, etc.)								
2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	2.00	24.00
4	PT-22-03-19-14			Project Director and Financial Officer to complete annual OHSO Project Director Training Course.								
1.00												1.00
												0.00
												0.00

Budget Detail Projections

OHSO Highway Safety Application FFY2022

OHSO-FFY2022-Norman PD-00142

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Cost Category Items		Project #	Description			
OCT	NOV	DEC	JAN	FEB	MAR	Semi-Annual
APR	MAY	JUN	JUL	AUG	SEP	Annual
I.A.	1	PT-22-03-19-14	Salary for overtime traffic enforcement/PI&E (rates may exceed 1.5 times regular hourly rate as contractually required and is approved by OHSO - see upload to agreement).			
7,015.00	7,015.00	7,016.00	7,015.00	7,015.00	7,016.00	\$42,092.00
7,015.00	7,015.00	7,016.00	7,015.00	7,015.00	7,016.00	\$84,184.00
I.B.	1	PT-22-03-19-14	Benefits for overtime traffic enforcement/PI&E (rates may exceed 7.65% as contractually required and is approved by OHSO)			
536.83	536.83	536.84	536.83	536.83	536.84	\$3,221.00
536.83	536.83	536.84	536.83	536.83	536.84	\$6,442.00
V.	1	PT-22-03-19-14	Purchase of four (4) LIDAR units, with necessary accessories and/or shipping costs @ \$2,750 each for a total of \$11,000.			
11,000.00						\$11,000.00
						\$11,000.00
						\$0.00
						\$0.00
						\$0.00
						\$0.00

Budget Summary Projections

OHSO Highway Safety Application FFY2022

OHSO-FFY2022-Norman PD-00142

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Cost Category Items	1st Quarter			2nd Quarter			3rd Quarter			4th Quarter			Annual Total
	Oct.	Nov.	Dec.	Jan.	Feb.	Mar.	Apr.	May	Jun	Jul	Aug	Sep	
I. Personnel													
A. Salaries	\$7,015.00	\$7,015.00	\$7,016.00	\$7,015.00	\$7,015.00	\$7,016.00	\$7,015.00	\$7,015.00	\$7,016.00	\$7,015.00	\$7,015.00	\$7,016.00	\$84,184.00
B. Benefits	\$536.83	\$536.83	\$536.84	\$536.83	\$536.83	\$536.84	\$536.83	\$536.83	\$536.84	\$536.83	\$536.83	\$536.84	\$6,442.00
II. Travel													
A. In-State Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
B. Out-of-State Travel	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
III. Operating Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
IV. Contractual Costs	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0
V. Equipment	\$11,000.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$11,000.00
Monthly Total	\$18,551.83	\$7,551.83	\$7,552.84	\$7,551.83	\$7,551.83	\$7,552.84	\$7,551.83	\$7,551.83	\$7,552.84	\$7,551.83	\$7,551.83	\$7,552.84	\$101,626.00

GLOSSARY OF DEFINITIONS

This glossary defines terms with meanings which may be unclear in the context in which they are used. These definitions are meant to apply only to the usage of these terms in this contract agreement.

Activity - The smallest unit of work that can be time-framed, quantified, and is critical to the success of a project.

Actual - The attained level of resources and/or accomplishments

Authorizing Official - The duly authorized representative of the State Agency, Local Subdivision or subrecipient agency having signatory authority and the responsibility of executing the contract agreement.

C. F. R. - Code of Federal Regulations

Director - The Director authorized by the Governor's Representative to direct the activities of the Oklahoma Highway Safety Office

DUNS Number – Data Universal Numbering System

FAIN Number – Federal Award Identification Number

FY - Fiscal year which starts October 1 and ends September 30 each year

Governor's Representative - A representative appointed by the Governor of Oklahoma to oversee the activities of the Oklahoma Highway Safety Office

Grantor Agency - Oklahoma Highway Safety Office

Local Subdivision - An administrative division of local government

Milestone - A level of accomplishment of an activity within a specific period of time

Obligated - The proposed level of resources and/or accomplishments

OMB - Office of Management and Budget (Federal)

OHSO - Oklahoma Highway Safety Office

OS - Oklahoma Statute

Program Manager - An OHSO staff member authorized to act as the liaison between the Highway Safety Office and the State Agency or Local Subdivision in all matters pertaining to a contract.

Project Director - A representative of the State Agency, Local Subdivision or subrecipient agency responsible for directing the activities of the project as outlined in the contract agreement

Projection - An anticipated level of performance or expenditure necessary to attain the stated project goal(s).

Project Number - A number assigned to one of the highway safety program areas as defined by the Highway Safety Act of 1966.

QTD - Quarter-to-date.

State Agency - An administrative division of state government.

Subrecipient - An agency or organization receiving pass-through funds from the OHSO through a duly authorized grant agreement, Memorandum or Agreement or Memorandum of Understanding

TTA Number – Taxpayer’s Transparency Act number

U. S. C. - United States Code

YTD - Year-to-date

REGULATIONS AND DIRECTIVES

The subrecipient, its assignee(s), successor(s) in interest, subcontractor(s), supplier(s), or anyone who is a recipient of financial assistance through this grant shall agree to all applicable provisions of the following; however, nothing here should be interpreted to limit the requirements to comply with regulations and directives not included in this list:

1. Project Implementation

Grantee agrees to implement the project in accordance with federal statutes, local statutes and regulations, as well as the policies and procedures established by the Oklahoma Highway Safety Office.

2. Nondiscrimination (applies to subrecipients as well as States)

The State highway safety agency will comply with all Federal statutes and implementing regulations relating to nondiscrimination ("Federal Nondiscrimination Authorities "). These include but are not limited to:

- Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin) and 49 CFR part 21;
- The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- Federal-Aid Highway Act of 1973, (23 U.S.C. 324 et seq.), and Title IX of the Education Amendments of 1972, as amended (20 U.S.C. 1681-1683 and 1685-1686) (prohibit discrimination on the basis of sex);
- Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. 794 et seq.), as amended, (prohibits discrimination on the basis of disability) and 49 CFR part 27 ;
- The Age Discrimination Act of 1975, as amended, (42 U.S.C. 6101 et seq.), (prohibits discrimination on the basis of age);
- The Civil Rights Restoration Act of 1987, (Pub. L. 100-209), (broadens scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal aid recipients, subrecipients and contractors , whether such programs or activities are Federally-funded or not);
- Titles II and III of the Americans with Disabilities Act (42 U.S.C. 12131-12189) (prohibits discrimination on the basis of disability in the operation of public entities , public and private transportation systems, places of public accommodation, and certain testing) and 49 CFR parts 37 and 38;
- Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations (prevents discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations);
- Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency (guards against Title VI national origin discrimination/discrimination because of limited English proficiency (LEP) by ensuring that funding recipients take reasonable steps to ensure that LEP persons have meaningful access to programs (70 FR 74087-74100).

3. Political Activity (Hatch Act) (applies to subrecipients as well as States)

The state will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

**4. Buy America Act
(applies to subrecipients as well as States)**

The state and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase with Federal funds only steel, iron and manufactured products produced in the United States, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than 25 percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification for approval by the Secretary of Transportation.

**5. Prohibition on using grant funds to check for helmet usage.
(applies to subrecipients as well as State)**

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcycles.

6. Certification Regarding Federal Lobbying; Certification for Contracts, Grant, Loans, and Cooperative Agreements.

The undersigned certifies, to the best of his or her knowledge and belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for the influencing or attempting to influence any officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. Then undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, sub-grants, and contracts under grant, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- D. Restriction on State Lobbying; None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

7. Equipment Purchased with Highway Safety Funds:

- Ownership of equipment purchased is vested in the subrecipient, who must use the property only for the authorized purpose of this project (2 CFR Part 200.313)
- Equipment must be entered into, and tracked through, the Grantee's inventory system and the OHSO inventory;
- Equipment maintenance and liability coverage are the subrecipient's responsibility;
- Subrecipient shall not remove, transfer, or dispose of the property without prior written approval from OHSO;
- If equipment is lost or stolen, the OHSO must be notified immediately, in writing, accompanied by a police report.

To dispose of ANY equipment, the subrecipient *MUST*:

1. Write a letter of request to OHSO;
2. State how the disposal will occur (auction, transfer, etc.) and/or provide three (3) appraisals;
3. Maintain equipment until subrecipient receives letter of approval;
4. Return Equipment to OHSO

Nothing herein contained shall be construed as incurring for the Grantor Agency any liability for Workmen's Compensation, F.I.C.A., Withholding Tax, Unemployment Compensation, or any other payment which is not a part of this contract.

**CERTIFICATION REGARDING DEBARMENT AND SUSPENSION
(applies to subrecipients as well as States)**

Instructions for Primary Tier Participant Certification (States)

1. By signing and submitting this proposal, the prospective primary tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective primary tier participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter this transaction. However, failure of the prospective primary tier participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
3. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter this transaction. If it is later determined that the prospective primary tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
4. The prospective primary tier participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary tier participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
5. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
6. The prospective primary tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency entering into this transaction.
7. The prospective primary tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion-Lower Tier Covered Transaction," provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
8. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).
9. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
10. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency may terminate the transaction for cause or default.

Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Tier Covered Transactions

1. The prospective primary tier participant certifies to the best of its knowledge and belief, that it and its principals:
 - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency;
 - b. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
 - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (l)(b) of this certification; and
 - d. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
2. Where the prospective primary tier participant is unable to certify to any of the Statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Participant Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1200.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.
3. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms covered transaction, civil judgment, debarment, suspension, ineligible, participant, person, principal, and voluntarily excluded, as used in this clause, are defined in 2 CFR parts 180 and 1200. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Participant Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1200.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant is responsible for ensuring that its principals are not suspended, debarred, or otherwise ineligible to participate in covered transactions. To verify the eligibility of its principals, as well as the eligibility of any prospective lower tier participants, each participant may, but is not required to, check the System for Award Management Exclusions website (<https://www.sam.gov>).

8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension or debarment.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions:

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participating in covered transactions by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

1. Subrecipient shall adopt (if none presently exists) and enforce a written safety belt use policy requiring all employees and others riding in Subrecipient owned or leased vehicles and/or on Subrecipient business to use safety belts in all seating positions and provide a copy of the same prior to initiation of a grant.
2. Regular compensation and/or overtime compensation provided in this grant award will be paid in accordance with established policies and regulations of the subrecipient's entity. Any deviation from the established policies and regulations must be specifically addressed in the written grant agreement.
3. Subrecipient shall verify that any officer using a grant purchased radar or grant purchased video camera has received training in the proper use of the equipment.
4. Subrecipient shall require all law enforcement officers participating in impaired driving enforcement programs to obtain certification in NHTSA sanctioned Standard Field Sobriety Test (SFST) procedures prior to working grant funded enforcement shifts.
5. Subrecipient shall submit activity and reimbursement reports to OHSO monthly through the OKGrants system unless otherwise pre-approved. Reports shall include all appropriate and required backup documentation. Reports shall be submitted within 30 days of the end of the reporting month. Failure to timely submit reports may result in denial of the reimbursement claim or delay in reimbursement of the same.
6. The Oklahoma Highway Safety Office (OHSO) is a pass-through agency for federal funds provided by the U.S. Dept of Transportation, National Highway Traffic Safety Administration (NHTSA). In accordance with 2 CFR 200, the Oklahoma Highway Safety Office (OHSO) is required to supply each subrecipient with pertinent information regarding the grant award to assist in providing the subrecipient's financial department information which may be needed for Federal/State reporting purposes. Said information is contained within the Grant Agreement Summary-Part 1 of the award documents. A subrecipient agency may be subject to audit under 2 CFR 200. Unless other arrangements are made, any required audit cost is the responsibility of the Subrecipient.
7. Any activities or cost items not specifically addressed in this agreement or any revisions to the items which are included in the agreement must be approved, in writing, by the OHSO Director/Governor's Representative or designee before they will be considered eligible activities and/or cost items. (For example, any out-of-state travel expenses not specifically identified in one's agreement require prior written permission from the OHSO Director/Governor's Representative or designee or the costs will not be reimbursed.) These "Specific Agreement topics have been provided in an effort to assist subrecipients. This is not in any way a complete list of all requirements. Any questions and/or concerns not addressed here or in other areas of this grant agreement should be directed to the OHSO Program Manager assigned responsibility for oversight of this project.
8. The continuation of this project is contingent on the availability and receipt by OHSO of Federal Funds.

Certification

OHSO Highway Safety Application FFY2022

OHSO-FFY2022-Norman PD-00142

K-2100-00

Item 14.

As the Authorizing Official, I certify that all data in this application is true and correct. The application and proposed agreement have been reviewed and authorized by the governing body of the applicant agency. The typed name, in lieu of a signature, represents this agency's legal acceptance of the terms of this proposal and a statement of veracity of the representations made in this application.

Printed Name of Authorizing Official:
(Chief Executive Officer)

Title:

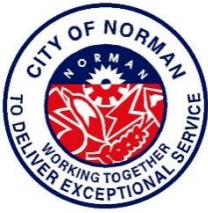
Date:

NOTE: The Authorizing Official is the person with official signature authority to make financial and programmatic commitments on behalf of the applicant agency. The Authorizing Official must be a state agency head, mayor, city manager, chairperson of the County Commission or an authorized tribal leader. The Chief of Police or Sheriff is not generally an authorized signatory.

Signature:

File Attachments for Item:

15. CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID212221, CONTRACT K-2122-31 WITH MESSER ELECTRIC IN THE AMOUNT OF \$181,608, CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$4,250 FOR A REVISED CONTRACT AMOUNT OF \$186,128; PERFORMANCE BOND B-2122-33, STATUTORY BOND B-2122-34, MAINTENANCE BOND MB-2122-26 FOR THE UPGRADES TO THE CAMPUS CORNER LIGHTING SYSTEM, RESOLUTION R-2122-29 GRANTING TAX-EXEMPT STATUS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/28/2021

REQUESTER: Katherine Coffin

PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF AWARDING, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID-2122-21, CONTRACT K-2122-31 WITH MESSER ELECTRIC IN THE AMOUNT OF \$181,608, CHANGE ORDER NO. ONE INCREASING THE CONTRACT AMOUNT BY \$4,250 FOR A REVISED CONTRACT AMOUNT OF \$186,128; PERFORMANCE BOND B-2122-33, STATUTORY BOND B-2122-34, MAINTENANCE BOND MB-2122-26 FOR THE UPGRADES TO THE CAMPUS CORNER LIGHTING SYSTEM, RESOLUTION R-2122-29 GRANTING TAX-EXEMPT STATUS, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT

BACKGROUND:

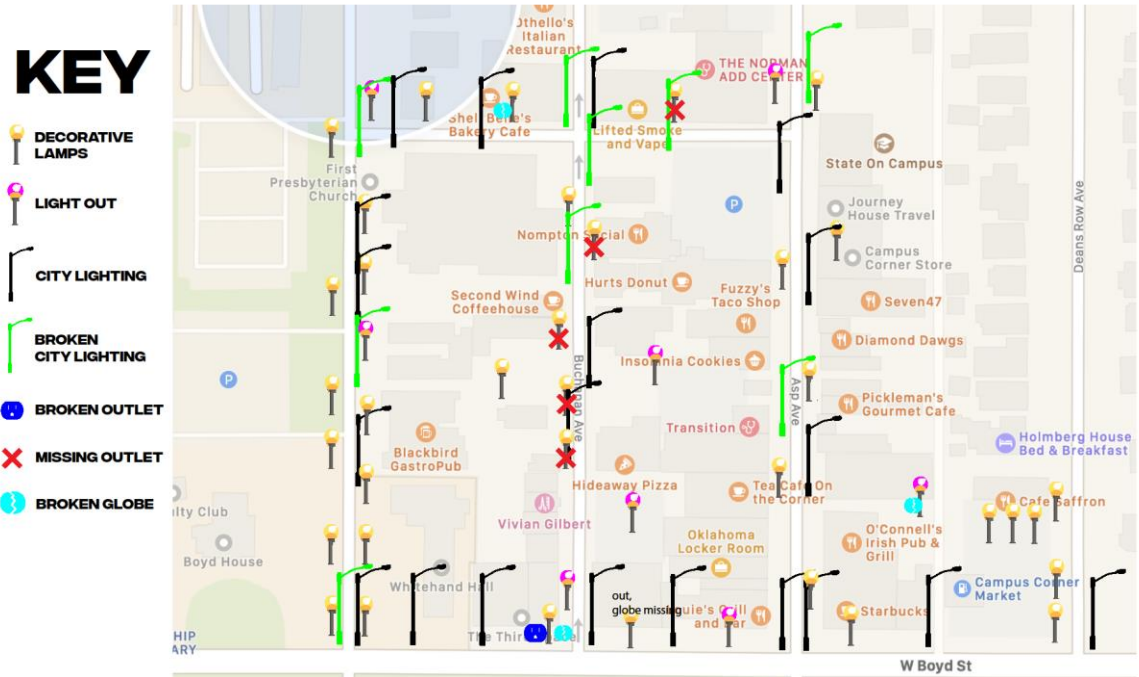
Recently, there have been a number of city projects with a series of sub-components on Campus Corner to beautify the area. The various sub-components include sidewalk repair, curb repair, replacement of existing single space parking meters with multi-space pay stations, and lighting upgrades. Plans for the Campus Corner lighting were originally developed in May of 2006. The system was installed over a period spanning 2008-2009. At the time of installation, staff understood that OG&E would provide maintenance of the system.

In April 2021, staff received an e-mail from the Campus Corner Merchants Association (CCMA) detailing a number of issues with the existing lighting and receptacles along with a plea to improve the system. Operating under the assumption that OG&E was maintaining the lighting systems from the beginning, staff has performed no maintenance, with the exception of a pole being knocked down, since its installation. Staff then sought a meeting with OG&E, in conjunction with the CCMA, where it was learned that the City had been responsible for the lighting and receptacles all along. It is not uncommon for OG&E to refuse maintenance of street light systems that they did not install. Without knowledge of the condition of the existing system, staff developed a ballpark estimate in May 2021 of \$50,000 to \$80,000 to upgrade the lighting and receptacles.

Staff contracted in May 2021 with the original system installers, Traffic and Lighting Systems, LLC (TLS) to provide a "survey" of the existing system along with recommendations for what needed to be addressed in order to have a safe and useful system for all users in Campus Corner. The purpose of the "survey" was to determine the sources of power for the various

components of the system, the wiring provided and its condition, the condition of the receptacles, whether or not there were any noticeable issues with existing underground conduits, and any issues with existing light fixtures. TLS provided an initial cost of \$202,050 to address all of their recommendations with regard to lighting and receptacle upgrades. That original cost includes the replacement of all underground wiring to convert the lighting to 120 volts from 480 volts which will allow Traffic Division personnel to work on the system. It also eliminates situations where 120 volt and 480 volt circuits were sharing the same neutral wire. Finally, it upgrades all fixtures to LED, replaces all existing receptacles and locates each on a pole at a height that is useable by the CCMA, and repairs a section of collapsed conduit that was identified on the east side of Asp Avenue. The result of this project will be a system that will be safer, more reliable, and a visual upgrade to the existing infrastructure. Vendor specifications for the fixtures to be utilized in the upgrades are attached. However, given the magnitude of the cost, it was determined that a competitive bidding process would be required.

During subsequent meetings with the CCMA, it was discovered that citizens in the area were using the existing receptacles to plug in space heaters, cell phones, etc. Because of the condition of the existing wiring and receptacles, this was deemed to be a potential hazard to the public that needs to be corrected. The issue identified with the shared neutral wires between the 120 volt and 480 volt circuits has the potential for injury from unintended use of the receptacles. For this reason, power was disconnected to the receptacles until they can be upgraded to include a locking cover. A map of the project area is included below.



DISCUSSION:

A bid package was assembled and sent out to qualified contractors with advertisement in the local newspaper, as well. Bids were received on September 2, 2021. Two of the three qualified contractors submitted bids along with one bid in response to the newspaper advertisement. A copy of the Bid Record is attached. Upon opening the bids, Messer Electric, the submission in response to the newspaper advertisement, was the apparent low bidder at \$181,608. A copy of the Messer Electric bid proposal is attached. This, along with associated bond costs of \$4,520 which comprises Change Order No. 1, results in a total amount of \$186,128 for approval at this time. A copy of an e-mail providing the cost of the associated bonds from Messer Electric is attached. A copy of Change Order No. 1 is also attached.

The location of funding sources to pay for these upgrades was identified by the Finance Department. The I-35 Corridor Study Phase 2, Design (Account 50596688-46201; Project TR0122) has \$150,000 in available funds that can be used for this project. The I-35 Corridor Study is nearing completion and the Oklahoma Department of Transportation paid for the full cost of the final study phase. In addition, the Alley Repair Program, Fiscal Year 2018-2019, Construction (Account 50593369-46101; Project SC0639) also has \$200,000 in available funds that can be used for this project. To cover the costs associated with Contract K-2122-31 and associated bonds (copies attached), \$93,064 is recommended to be re-allocated from the I-35 Corridor Study Phase 2 and \$93,064 from the Alley Repair Program FYE 19. These funds are recommended to be allocated to Community—Neighborhood Improvement Project, Construction (Account 50593373-46101; Project CD0001).

If approved, Messer Electric will begin construction on or about October 1, 2021. The project should be completed by December 1, 2021. Resolution R-2122-29 is proposed to avoid the payment of sales tax on materials purchases related to the project.

RECOMMENDATION NO. 1:

Staff recommends approval of Contract K-2122-31, Maintenance Bond MB-2122-26, Performance Bond B-2122-33, Statutory Bond B-2122-34, Resolution R-2122-29 and Change Order No. 1 with Messer Electric to purchase upgrades to the Campus Corner Lighting and Receptacle Systems.

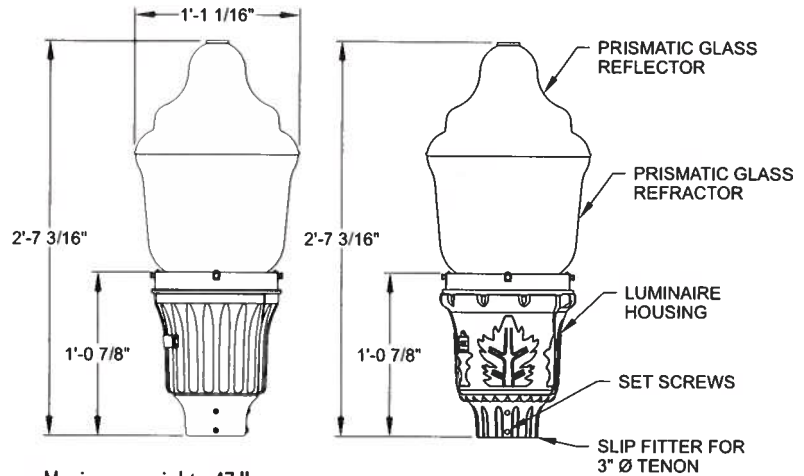
RECOMMENDATION NO. 2:

Staff recommends the authorization to re-allocate \$186,128 appropriated as outlined above (\$93,064 from the I-35 Corridor Study Project, leaving \$56,936 allocated; and \$93,064 from the FYE 2019 Alley Repair Program, leaving \$106,936 allocated) to the Campus Corner Lighting Project.

Catalog Number		Item 15.
Notes	Type	



* Shown with MS Housing



Maximum weight - 47 lbs
 Maximum effective projected area - 1.38 sq. ft.

GVD3
Granville Classic Utility LED3



SPECIFICATIONS

General Description

The Granville Premier LED3 Utility is designed for ease of maintenance with the plug-in electrical module common to each of the luminaires in HoloPhane's Utility Luminaire Series. The traditional acorn-shaped luminaire, while reminiscent of the 1920's, contains a powerful, stalk-mounted Chip-On-Board LED platform with a precision optical system that maximizes post spacings while maintaining uniform illumination.

Mechanical Specifications

The luminaire housing shall:

- Be heavy grade A360 cast aluminum (aluminum with <1% copper)
- IP55 rated housing provides tool-less access with a spring-loaded latch
- Incorporate a hidden hinge door allowing the door to swing open and remain open
- Offer units with an EEI- NEMA twist lock photocontrol receptacle, the housing contains a tempered glass window to allow light to reach the cell
- Mount to slip-fitter that will accept 3" high by 2-7/8" to 3-1/8" O.D. pole tenon
- Provide four uniquely designed stainless steel spring clips, enclosed in a clear polyvinyl chloride sleeve and adjusted by 1/4-20 hex-head bolts that securely cradle the prismatic glass refractor. The same 1/4-20 bolts also support the decorative rib and banding assembly.

The finish shall:

- Utilize a polyester power coat paint to ensure maximum durability
- Meet 5,000-hour salt spray
- Offer Tiger Drylac finishes that are applied by a Tiger Drylac certified facility.

Electrical Specifications

The driver shall meet the following requirements:

- Certified by UL or CSA for wet locations
- A factory programmable electronic driver with 0-10V dimming control leads
- LEDs shall have a minimum of 70 CRI and available in 2700K, 3000K, 4000K, and 5000K CCT
- The electrical system shall be designed to meet ANSI/IEEE C62.41.2 and shall offer a 10kV/5kA surge protection, fail off, as standard with an upgradable 20kV/10kA surge protection, fail off with indicator light, option
- Lumen output can be customized prior to manufacturing by way of FPDxx Options
- The electrical components are mounted on an aluminum plate that is removable with minimum use of tools. A matching five conductor plug connects to the receptacle in the luminaire housing to complete the wiring. For photoelectric operation, the electrical module is provided with an EEI-NEMA twist-lock photocell receptacle.

Optical Specifications

The optical system is IP66 rated and consists of a precisely molded thermal resistant borosilicate glass refractor and top reflector mounted within the decorative glass optic. The top reflector redirects over 50% of the upward light into the controlling refractor while allowing a soft up-light component to define the traditional acorn shape of the luminaire. The lower refractor uses precisely molded prisms to maximize the pole spacings while maintaining uniform illumination. Two refractors are available, designed for IES type III and V distributions. Lunar Optics shielding is available for asymmetric and symmetric distributions.

Control Options

The control options shall include, but not limited to, the following:

- Field adjustable output to adjust output to luminaire - AO
- Long life photocontrol, 20 years - PCLL, P34 and P48 with DTL
- 3 and 7 pin receptacles internally in housing (PR3, PR7) or inside glass mounted (PR7E)
- nLight Air RSBOR6 outdoor fixture-mounted motion and photo-sensor, features a dual radio to communicate wirelessly to other nLight Air devices for group response to motion, on/off control in response to daylight and by switch - RSBOR6
- Fixture embedded nLight Air network interface for individual fixture control and dimming - NLAIR2.

Certification and Standards

- Luminaire shall be UL or CSA listed.
- Suitable for operation in an ambient temperature up to 40°C / 105°F per UL or CSA certification
- LM79 compliant
- DesignLights Consortium® (DLC) Premium qualified product and DLC qualified product. Not all versions of this product may be DLC Premium qualified or DLC qualified. Please check with the DLC Qualified Products List at www.designlights.org/QPL to confirm which versions are qualified.

Warranty - 5 Years Limited

Complete warranty terms located at:

www.acuitybrands.com/support/customer-support/terms-and-conditions

Note: Actual performance may differ as a result of end-user environment and application. All values are design or typical values, measured under laboratory conditions at 25 °C.

PROPOSAL

BID NO. 2122-21, 2021

Purchasing Agent
City of Norman
P.O. Box 370
Norman, OK 73070

Dear Purchasing Agent:

The undersigned proposes to provide Campus Corner lighting and receptacle upgrades, f.o.b., Norman, Oklahoma, ready for immediate use, as follows:

Campus Corner Lighting and Receptacle Upgrades Project

This project will include the upgrades to all existing street lights to LED, replacement of all underground wiring, conversion of the lighting system to 120Volt, and placing a working receptacle in a locking cover at working height on all 51 street light poles.

NAME: Messer Electric
(NAME OF COMPANY)

SIGNED: Jim Hurrell

ADDRESS: 3607 S. High Ave

CITY/STATE: Oklahoma City, Ok 73129

TELEPHONE: (405) 677-3402

Any exceptions to the specifications must be clearly detailed and described below.

Campus Corner Lighting and Receptacle Upgrades Project

TOTAL DELIVERED PRICE
(Less Federal and State Taxes)

\$ 181,608.00

If awarded the contract on the basis of this bid, we agree to complete the lighting and receptacle upgrades within 180 days from the date the contract is awarded.

The bidder guarantees the bid prices for 60 days subsequent to the date of the bid; or if awarded, according to the conditions of the contract.

In the event clarification of specifications is required, please contact:

David Riesland
Transportation Engineer
P.O. Box 370
Norman, OK 73070
Telephone: (405) 217-7762

Pole 49 (30' mounting height)

- Install new Memphis Teardrop LED fixture
- Install In-Use Cover for existing receptacle at working height. Replace GFCI Receptacle if it is not working.

Pole 50 (12' mounting height)

- Install new Utility Granville LED fixture
- Install new GFCI Receptacle with In-Use Cover

Pole 51 (30' mounting height)

- Install new Memphis Teardrop LED fixture
- Install new GFCI Receptacle with In-Use Cover

Pole to Pole Scopes of Work**Between Each Pair of Poles**

- Use existing wire as a pull rope to pull in new wire for lighting and receptacles
- Project is to use a 1/C No. 4 Electrical Conductor (Aluminum) for receptacles and 1/C No. 8 Electrical Conductor (Aluminum) for lighting and 1/C No. 10 Electrical Conductor (Copper) for power

Estimated Quantities

Item Description	Est. Quantity	Unit	Unit Price	Total Price
1/C No. 4 Electrical Conductor (Aluminum) for receptacles	15,000	L.F.	2.12	31,800.00
1/C No. 8 Electrical Conductor (Aluminum) for lighting	15,000	L.F.	1.13	16,950.00
1/C No. 10 Electrical Conductor (Copper) for power	6,400	L.F.	.72	4,608.00
2" PVC Sch. 40 Plastic Conduit (Trenched)	100	L.F.	14.04	1,404.00
Memphis Teardrop LED Fixture Assembly	28	Each	2,253.00	63,084.00
Utility Granville LED Fixture Assembly	23	Each	1,932	44,436.00
GFCI Receptacle with In-Use Cover	51 (*max)	Each	85.00	4,335.00
Construction Traffic Control	1	L.S.	4,000	4,000.00
Mobilization	1	L.S.	10,206	10,206.00
			Total Bid Price:	181,608.00

(*max) because some of the receptacles are functional meaning that some poles will be in-use cover and relocation only.

David Riesland

From: Jim Harrell <jim@messerelectric.com>
Sent: Friday, September 03, 2021 8:01 AM
To: David Riesland
Cc: Brian McNabb; Jami Short; Katherine Coffin
Subject: RE: EXTERNAL EMAIL : Lighting and Receptacle Upgrade

The bond cost will be \$4,520.00 that will need to added to the quote.

From: David Riesland <David.Riesland@NormanOK.gov>
Sent: Friday, September 3, 2021 7:08 AM
To: Jim Harrell <jim@messerelectric.com>
Cc: Brian McNabb <Brian.McNabb@NormanOK.gov>; Jami Short <Jami.Short@NormanOK.gov>; Katherine Coffin <Katherine.Coffin@NormanOK.gov>
Subject: RE: EXTERNAL EMAIL : Lighting and Receptacle Upgrade

Jim,

Congratulations! The bids were opened yesterday at 2:00 PM, and you were the apparent low bidder. I have one question for you. Did your cost include the costs of the bonds, or will we be expecting a change order to cover those?

With that answer, we can work to get a signed contract that I can take to our Council for approval. I am assuming the soonest Council meeting that I will be able to make is September 28 (that gives us about 10 days to get the contract and bonds back and for me to prepare an Agenda Item). I have attached a copy of the contract and bonds for your execution. Please return, via mail, to me three executed copies. We will have all three signed when they go to Council so I can return one to you. I also included a copy of our affidavit that must accompany any invoice submitted for payment that is over \$25,000. Lastly, unless you are a vendor with the City, we'll have to get you set up as a vendor and will need a W-9. I have copied Kate Coffin, our Administrative Technician on this reply as she will work with you once the contract is approved to get your W-9. Then, we need to schedule a kick-off meeting to make sure we are on the same page with the work to be done. Please let me know if you have any questions. Thank you, and I look forward to working with you.

David R. Riesland, P.E.
City Transportation Engineer
201A West Gray Street
City of Norman, OK
(405) 217-7762 Office
(405) 227-9180 Cell

This e-mail and any files transmitted with it are intended for the use of the individual or entity to which they are addressed. If you have received this e-mail in error, please notify the sender.

From: Jim Harrell <jim@messerelectric.com>
Sent: Tuesday, August 31, 2021 2:55 PM
To: David Riesland <David.Riesland@NormanOK.gov>
Subject: RE: EXTERNAL EMAIL : Lighting and Receptacle Upgrade

Thank you

BID: 2122-21

TITLE: Campus Corner Lighting and Receptacle Upgrades

DATE: 9/2/21

BIDDER NAME	Total Delivered Price				
1. Traffic & Lighting System LLC (OKC, OK)	\$ <u>235,775.00</u>	\$ _____	\$ _____	\$ _____	\$ _____
2. Midstate Traffic Control, Inc (OKC, OK)	\$ <u>301,115.00</u>	\$ _____	\$ _____	\$ _____	\$ _____
3. Messer Electric (OKC, OK)	\$ <u>181,608.00</u>	\$ _____	\$ _____	\$ _____	\$ _____
4.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
5.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
6.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
7.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
8.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
9.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
10.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
11.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
12.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____
13.	\$ _____	\$ _____	\$ _____	\$ _____	\$ _____

Received and Opened by: 

Date: 9.2.2021

K-2122-31

CONTRACT

THIS CONTRACT made and entered into this _____ day of _____, 20__, by and between **Messer Electric, LLC**, as Party of the First Part, hereinafter designated as the CONTRACTOR, and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

WITNESSETH

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following project:

CAMPUS CORNER LIGHTING AND RECEPTACLE UPGRADES PROJECT

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit: EXACTLY ONE HUNDRED EIGHT-ONE THOUSAND SIX HUNDRED AND EIGHT Dollars (**\$181,608.00**);

NOW, THEREFORE, for and in consideration of the mutual agreements, and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

- 1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Notice to Bidders, Instruction to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.
- 2) The CITY shall make payments minus a retainage as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate

K-2122-31

estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 74, Section 3109-3110, and Title 62, Section 310.09.

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainage) will be approved and paid.

- 3) It is further agreed that the CONTRACTOR will commence said work within 5 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously, and complete the same 60 calendar days following receipt of said NOTICE-TO-PROCEED.
- 4) That the CITY shall pay the CONTRACTOR for the work performed as follows:
 - a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
 - b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered or should a reasonable doubt arise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

K-2122-31

- 5) That the CITY reserves the right to add to or subtract from the estimated quantities or amount of work to be performed up to a maximum of 15% of the total bid price. The work to be performed or deducted shall be at the unit price bid.
- 6) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional work are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.
- 7) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefor at the unit price and as agreed to by both parties in the execution of the Change Order.
- 8) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefor by the CITY.
- 9) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.
- 10) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project.
- 11) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in three (3) duplicate originals, the day and year first above written.
- 12) Neither party may assign this contract without written permission of the other party.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion assignees of the CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person

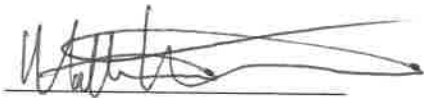
K-2122-31

to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

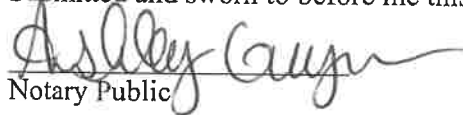
The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

STATE OF Oklahoma
COUNTY OF Cleveland

Matthew Messer, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affiant further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.



Submitted and sworn to before me this 21st day of September, 2021.


Notary Public

My Commission Expires:

5.23.2023



K-2122-31

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the 23 day of September, 2021, and the 24 day of September, 2021.

(Corporate Seal) (where applicable)

Messer Electric
Principal

ATTEST:

Ashley Buyer
Corporate Secretary (where applicable)

Signed: [Signature]
Authorized Representative
owner
Title

Address: P.O. Box 6459
Moore, OK 73153
Telephone: (405) 677-3402

CITY OF NORMAN

Approved as to form and legality this 24 day of September, 2021.
Elizabeth Luckala
City Attorney

Approved by the City of Norman this _____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

K-2122-31

CONTRACT AFFIDAVIT

STATE OF Oklahoma
COUNTY OF Cleveland

Matthew Messer, of lawful age, being first duly sworn, oath says that (s)he is the Agent authorized by the Firm of Messer Electric to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

[Signature]
CONTRACTOR

Subscribed and sworn to before me this 24th day of September, 2021.
[Signature]
Notary Public
My Commission Expires: May 30, 2023.



P E R F O R M A N C E B O N D

Know all men by these presents, that Messer Electric, LLC as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Hundred Eighty-Five Thousand Eight Hundred Twenty-Eight & 00/100 DOLLARS, (\$ 185,828.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following project:

CAMPUS CORNER LIGHTING AND RECEPTACLE UPGRADES PROJECT

has entered into a written CONTRACT (K-2122-31) with THE CITY OF NORMAN, dated September 28, 2021 for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expenses to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the PRINCIPAL's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the 24 day of September, 2021, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the 28th day of September, 2021.

(Corporate Seal) (where applicable)

Messer Electric, LLC
Principal

ATTEST:

Ashley Gunn
Corporate Secretary (where applicable)

Signed: [Signature]
Authorized Representative
Owner
Title

Address: 6907 S High Ave, OKC, OK 73129
Telephone: 405-677-3402

(Corporate Seal) (where applicable)

RLI Insurance Company
Surety

ATTEST:

Sherril [Signature]
~~Corporate Secretary (where applicable)~~
Witness

Signed: Carey L. Kennemer
Authorized Representative
Carey L. Kennemer, Attorney-in-Fact
Title

Address: 9401 Cedar Lake Ave, OKC, OK 73114
Telephone: 405-418-8600

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ day of _____, 20____ by _____ (Name & Title) of _____, a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20____

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF Cleveland _____)

The foregoing instrument was acknowledged before me this 24 day of September, 2021,
by Matthew Messer Owner (Name & Title) of
Messer Electric, a L.L.C.

WITNESS my hand and seal this 24 day of September, 2021.

Ashley Guyer
Notary Public



My Commission Expires: 5.30.2023

PARTNERSHIP ACKNOWLEDGEMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ (Name & Title) partner (agent) on
behalf of _____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 24 day of September, 2021

Elizabeth M. Hechde
CITY Attorney

Approved by the CITY OF NORMAN this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

STATUTORY BOND

Know all men by these presents that Messer Electric, LLC, as PRINCIPAL, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of One Hundred Eighty-Five Thousand Eight Hundred Twenty-Eight & 00/100 DOLLARS (\$ 185,828.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best bidder on the following PROJECT:

CAMPUS CORNER LIGHTING AND RECEPTACLE UPGRADES PROJECT

has entered into a written CONTRACT (K-2122-31) with THE CITY OF NORMAN, dated September 28, 2021, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to an parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes and due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. 1981 S2, for the amount so due and unpaid.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the PRINCIPAL'S obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the 24 day of September, 2021, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the 28th day of September, 2021.

(Corporate Seal) (where applicable)

Messer Electric, LLC

Principal

Signed: [Signature]

ATTEST:

Ashley Guyer

CORPORATE ACKNOWLEDGMENT

RLI Insurance Company

Surety

Signed: Carey L. Kennemer

Carey L. Kennemer, Attorney-in-Fact

STATE OF OKLAHOMA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this _____ day of _____, 20____, by _____ (Name and Title) of _____, a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public _____

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF Cleveland)

The foregoing instrument was acknowledged before me this 24 day of September, 2021, by Matthew Messer, Owner (Name and Title) of Messer Electric.

WITNESS my hand and seal this 24 day of September, 2021.

Ashley Guyer
Notary Public

My Commission Expires: 5.30.2023



PARTNERSHIP ACKNOWLEDGMENT

STATE OF OKLAHOMA)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 20____, by _____ (Name and Title) partner (agent) on behalf of _____ a partnership.

WITNESS my hand and seal this ____ day of _____

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 24 day of September, 2021.

Elizabeth Luckela
City Attorney

Approved by the CITY OF NORMAN this ____ day of _____, 20__.

ATTEST:

City Clerk

Mayor

POWER OF ATTORNEY

RLI Insurance Company Contractors Bonding and Insurance Company

9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:

Travis E. Brown, Mark D. Nowell, Christopher W. Webb, Ryan N. Teubner, Deborah L. Raper, Kent Jay Bradford, Kyle Pat Bradford, Shelli R. Samsel, Dwight A. Pilgrim, Vicki Wilson, Clayton Howell, Austin Greenhaw, Robert Jensen, Gary Liles, Randy D. Webb, Bobby Joe Young, Aaron Woolsey, Carey L. Kennemer, jointly or severally

in the City of Oklahoma City, State of Oklahoma its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars (\$25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or **Contractors Bonding and Insurance Company**, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 2nd day of January, 2019.



RLI Insurance Company
Contractors Bonding and Insurance Company
By: Barton W. Davis
Vice President

State of Illinois }
County of Peoria } SS

CERTIFICATE

On this 2nd day of January, 2019, before me, a Notary Public, personally appeared Barton W. Davis, who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** and acknowledged said instrument to be the voluntary act and deed of said corporation.

I, the undersigned officer of **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company**, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the **RLI Insurance Company** and/or **Contractors Bonding and Insurance Company** this 28th day of September, 2021.

By: Gretchen L. Johnnigk
Gretchen L. Johnnigk Notary Public

RLI Insurance Company
Contractors Bonding and Insurance Company
By: Jean M. Stephenson
Jean M. Stephenson Corporate Secretary



**CITY OF NORMAN
MAINTENANCE BOND**

Know all men by these present that Messer Electric, LLC, as Principal, and RLI Insurance Company, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto the CITY OF NORMAN, OKLAHOMA, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of One Hundred Eighty-Five Thousand Eight Hundred Twenty-Eight & 00/100 DOLLARS (\$ 185,828.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

CAMPUS CORNER LIGHTING AND RECEPTACLE UPGRADES PROJECT

has entered into a written CONTRACT (K-2122-31) with THE CITY OF NORMAN, dated September 28, 2021, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth; and,

WHEREAS, under the ordinances of the CITY, the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of one (1) year from the date of the written final acceptance by the CITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

If is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the day 24 of September, 20 , and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the day of September 28, 20 ²¹.

(Corporate Seal) (where applicable)

Messer Electric, LLC
Principal

ATTEST:

Ashley Guyer
Corporate Secretary (where applicable)

Signed: *[Signature]*
Authorized Representative

Title

Address: 6907 S High Ave, OKC, OK 73129
Telephone: 405-677-3402

(Corporate Seal) (where applicable)

RLI Insurance Company
Surety

ATTEST:

Shari France
~~Corporate Secretary (where applicable)~~
Witness

Signed: *Carey L. Kennemer*
Authorized Representative

Carey L. Kennemer, Attorney-in-Fact

Title

Address: 9401 Cedar Lake Ave, OKC, OK 73114
Telephone: 405-418-8600

CORPORATE ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF _____)

The foregoing instrument was acknowledged before me this, _____ day of _____, 20____, by _____ Name & Title) of _____, a _____ corporation, on behalf of the corporation.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

INDIVIDUAL ACKNOWLEDGMENT

STATE OF OKLAHOMA _____)
COUNTY OF Cleveland _____)

The foregoing instrument was acknowledged before me this 24 day of September, 2021,
by Matthew Messer Owner of Messer Electric,
(Name and Title) of Oklahoma.

WITNESS my hand and seal this 24 day of September, 2021.

Ashley Guyer
Notary Public



My Commission Expires: 5.30.2021

PARTNERSHIP ACKNOWLEDGMENT

The foregoing instrument was acknowledged before me this _____ day of _____, 20____,
by _____ partner (agent) on behalf of
_____, a partnership.

WITNESS my hand and seal this _____ day of _____, 20____.

Notary Public

My Commission Expires: _____

CITY OF NORMAN

Approved as to form and legality this 24 day of September, 2021

Elizabeth Ludala
City Attorney

Approved by the CITY OF NORMAN this _____ day of _____, 20____.

ATTEST:

City Clerk

Mayor

**CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA**

CHANGE ORDER NO.: 1 DATE: September 28, 2021

CONTRACT NO.: K-2122-31 SUBMITTED BY: David R. Riesland

PROJECT: Campus Corner Lighting and Receptacle Upgrades

CONTRACTOR: Messer Electric
(Name)
3607 S. High Avenue, Oklahoma City, OK 73129 (Phone No. 405 677-3402)
(Mailing Address)

Original Completion Date Notice to Proceed 9/29/21

Previous Completion Date N/A ORIGINAL CONTRACT AMOUNT \$181,608.00

Contract time remains unchanged (180 calendar days).
Revised total is 180 calendar days.

New Completion Date March, 2022 PRESENT CONTRACT AMOUNT \$181,608.00

DESCRIPTION	DECREASE	INCREASE
See change order detail	\$0.00	\$4,520.00

NET CHANGE \$ 4,520.00

REVISED CONTRACT AMOUNT \$ 186,128.00

CONTRACTOR: Jim Hurrell

DATE: 9/24/2021

ARCHITECT / ENGINEER: David R. Riesland

DATE: 9/24/21

CITY ATTORNEY: Cherish Huddale

DATE: 9/24/21

ACCEPTED BY: _____
(Mayor)

DATE: _____

**CHANGE ORDER DETAIL
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA**

Project Name Campus Corner Lighting and Receptacle Upgrades **Design Engineer:** In-House
Address / Phone: 201A West Gray Street, Norman, OK / 405-217-7762

Project Account No. 50593373-46101 (Community—Neighborhood Improvement Project – Project No. CD0001) (Transfer from 50596688-46201 Project TR0122 and 50593369-46101 Project SC0639)

Contract No. K-2122-31

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a readvertising for bids on the incomplete portions of the contract.
- G. All change orders shall contain a unit price and total for each of the following items:
1. All materials with cost per item;
 2. Itemization of all labor with number of hours per operation and cost per hour;
 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type;
 4. Itemization of insurance cost, bond cost, social security, taxes, workers' compensation, employee fringe benefits and overhead cost; and
 5. Profit for the contractor.
- H. 1. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
2. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection G of this section.
- I. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

DETAILED COST ITEMIZATION

CHANGE ORDER NO. 1

PROJECT NAME Campus Corner Lighting and Receptacle Upgrades

Contract No. K-2122-31

ITEM	DESCRIPTION	DECREASE	INCREASE
1	Mobilization Costs		\$ 4,520.00
	TOTAL	\$0.00	\$4,520.00

Resolution

R-2122-29

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING MESSER ELECTRIC AS PROJECT AGENT FOR THE CAMPUS CORNER LIGHTING SYSTEM UPGRADES.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Messer Electric for the Campus Corner Lighting System Upgrades for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Messer Electric its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint Messer Electric as its direct purchasing agent to purchase materials which are in fact used for the Campus Corner Lighting System Upgrades for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Messer Electric shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 28th day of September, 2021, did appoint Messer Electric who is involved with the Campus Corner Lighting System Upgrades, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the Campus Corner Lighting System Upgrades for the City of Norman.

PASSED AND ADOPTED THIS 28th day of September, 2021.

Mayor

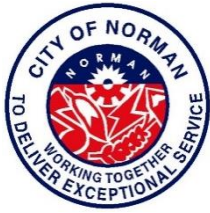
ATTEST:

City Clerk



File Attachments for Item:

16. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-54: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, BURLINGTON NORTHERN SANTA FE RAILROAD, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF A MULTIMODAL SIDEWALK ON THE NORTH SIDE OF CONSTITUTION STREET FROM JENKINS AVENUE TO CLASSEN BOULEVARD [FEDERAL-AID PROJECT TAP-214(102)AG, JOB PIECE 33271(04)]



CITY OF NORMAN, OK STAFF REPORT

Item 16

MEETING DATE: 09/28/2021

REQUESTER: Katherine Coffin

PRESENTER: Michael Rayburn

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-54: AN AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, BURLINGTON NORTHERN SANTA FE RAILROAD, AND THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION AND MAINTENANCE OF A MULTIMODAL SIDEWALK ON THE NORTH SIDE OF CONSTITUTION STREET FROM JENKINS AVENUE TO CLASSEN BOULEVARD [FEDERAL-AID PROJECT TAP-214(102)AG, JOB PIECE 33271(04)]

BACKGROUND:

Growing concerns about air quality, open space, and traffic congestion led Congress to create several programs through legislation in the 1991 Intermodal Surface Transportation Efficiency Act (ISTEA). These programs broaden the federal focus on Transportation from building highways to funding projects tied to smarter planning requirements that help ensure communities are more livable. At the center of new focus about transportation, growth, and quality of life is the Transportation Enhancement Program.

The 2012 - Moving Ahead for Progress in the 21st Century (MAP-21) federal transportation funding bill allocates approximately \$21 Million in Federal funds per year for the implementation of eligible transportation improvements in the Oklahoma City metropolitan area. Recently the MAP-21 ACT has been renamed the MAP-21/FAST Act, and the Transportation Enhancement Program is now called the Transportation Alternatives Program (TAP). New sidewalks along federal functionally classified roads are eligible for 80% federal funding.

For the Federal Fiscal Years 2015-2020, the Association of Central Oklahoma Governments (ACOG), who handles TAP funding, had a single application period and invited eligible entities to submit projects for federal TAP funding. Requests could not exceed \$600,000 in federal funds for a single project, and the entities had to make a 20% minimum commitment of non-federal funds to the total project cost. The assessment of projects was based on how well they met published criteria. The City of Norman sought five projects and they were selected for three of them, namely:

- Constitution Street Multimodal Path from Jenkins Avenue to Classen Boulevard.
- State Highway 9 Multimodal Path from 36th Avenue SE to 48th Avenue SE.
- Multimodal Path along Flood Avenue (west side) from Robinson Street to Tecumseh Road and along Tecumseh Road (south side) from Flood Avenue to 24th Ave. NW.

The State Highway 9 Path has already been completed, and the Flood Avenue Path qualified only for partial funding as the last project on the list of approved projects. The Constitution

Street Multimodal Path, which is under design by Freese and Nichols, will provide a multimodal 10-foot wide concrete sidewalk on the north side of Constitution Street, will include modification of the two bridges on this corridor to accommodate it, and will require coordination with the BNSF Railway. It is now anticipated that it will be in late spring 2022, depending on which bid opening that ODOT can arrange after this agreement is fully executed.

DISCUSSION:

As for any federal-aid work done on railroad right-of-way in Norman, a Railroad Agreement is required between the railway company, the City of Norman, and the Oklahoma Department of Transportation (ODOT) before the bid opening of this project can occur. The agreement addresses the responsibilities of the City, ODOT, and the BNSF Railway during and after the construction of the project, which includes BNSF's modification of the railroad signal and upgrading the track at the sidewalk. Although not part of the original scope of the project, the BNSF has agreed also, and detailed in this Agreement, to share expenses with the City of Norman for the upgrade of the Constitution Street/railroad crossing itself, which is strongly recommended due to its poor condition. The attached BNSF Railroad Crossing Detail (Attachment 1) shows the railroad work that will be performed. The modifications of the railroad signals due to the path project will be \$11,442 (entirely City's cost); the BNSF upgrades for both the path portion and the Constitution Street portion will be \$86,182, of which BNSF has agreed to share the cost (BNSF share \$35,782 / City share \$50,400). The total City cost will therefore be \$61,842 which will be invoiced by BNSF to the City through ODOT. The Agreement has been reviewed and approved by the City Attorney's office.

Funds are available in the Constitution Multimodal Path Extension Project (project number TR0111, account number 50596688-46101).

RECOMMENDATION:

Staff recommends approval and execution of Contract No. K-2122-54, Railroad Agreement with BNSF Railway and ODOT, in conjunction with the multimodal sidewalk project on the north side of Constitution Street from Jenkins Avenue to Classen Boulevard. For three-way railroad agreements, the order of execution is (1) City of Norman, (2) BNSF Railway, and (3) Oklahoma Department of Transportation.

AGREEMENT
AMOUNG
BNSF RAILWAY COMPANY
AND
THE DEPARTMENT OF TRANSPORTATION OF THE STATE OF
OKLAHOMA
(Acting for and on behalf of the State of Oklahoma)
AND
THE CITY OF NORMAN

Covering the installation of a new sidewalk on the north side of Constitution Street across the BNSF Railway Company track/property. The project is within the right-of-way of the BNSF Railway Company, located in Section 5, Township 8 North, Range 2 West, in Norman, Cleveland County, Oklahoma, as shown on **Exhibit "A"** attached; BNSF Red River (North) Division, Red Rock Subdivision, LS: 7400, Milepost 404.01, DOT No. 012210Y, GPS: 35.1919966, -97.4254056

Federal Aid Project No. STP-255E(521)AG
Job Piece No. 33271(05) Cleveland County

Within the limits of Federal Aid Project No. TAP-214(102)AG
Job Piece. No. 33271(04) Cleveland County

This AGREEMENT, entered into in triplicate the day and year last below written, by and between the BNSF Railway Company, hereinafter called the "RAILWAY", and the Department of Transportation of the State of Oklahoma, hereinafter called the "STATE" and the City of Norman, hereinafter called the "CITY"

RECITALS

The STATE proposes the construction of a sidewalk on the north side of Constitution Street across the BNSF Railway Company track/property. (BNSF Red River (North) Division, Red Rock Subdivision, LS: 7400, Milepost 404.01, DOT No. 012210Y, in Norman, Cleveland County. The WORK will consist of the sidewalk and railway crossing surface work will include grading, drainage and surfacing and is designated Federal Aid Project No. TAP-214(102)AG.

The STATE proposes to construct the WORK which will cross and intersect the RAILWAY's right-of-way in the Sections, Townships and Ranges as shown on **Exhibit A** attached hereto and made a part hereof.

The WORK will be constructed in accordance with the plans and specifications which, subsequent to the written approval of the RAILWAY and the STATE, will become a part of this AGREEMENT.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, RAILWAY, CITY and STATE hereby agree as follows:

ARTICLE I

In consideration of the covenants of the STATE and CITY hereinafter contained and the faithful performance thereof, the RAILWAY agrees:

1. To license or permit solely to the extent of its right, title, and interest, without compensation other than the faithful performance by the STATE and CITY, of all the terms of this AGREEMENT by them required to be performed, the construction, maintenance and use of said SIDEWALK and drainage appurtenant to the project on its right-of-way and over its tracks at the location in accordance with the plans for the proposed project and outlined on **Exhibit A** attached, as approved by the parties hereto; reserving, however, to the RAILWAY, its successors, assigns, tenants, or lessees, the right to construct, operate, rearrange, and maintain along or across said right-of-way such tracks and facilities under said sidewalk and such pipelines, communication, signal and electrical transmission lines, either over or under said sidewalk, as the RAILWAY, its successors, assigns, lessees or tenants may find necessary and convenient, provided that any such construction, reconstruction,

rearrangement, etc., does not in any way endanger or impair the use of the highway. Further, the RAILWAY agrees that, within the area to be jointly used and occupied by the RAILWAY and sidewalk, it will not permit (a) the installation of advertising signs visible from the highway or (b) the installation or storage of hazardous, flammable, or explosive materials or structures.

2. To provide RAILWAY flagging service during performance of the contractor's operations in accordance with the STATE's Special Provisions for Flagging and the RAILWAY's General Construction Agreement (BNSF Exhibits C and C1) included in the construction contract, copies of which are attached hereto, marked **Exhibit C** and **Exhibit D** and hereby made a part hereof.
3. To provide RAILWAY field engineering and inspection to the extent that such engineering and inspection is required to protect the RAILWAY's interest during the construction period. To furnish all construction management that RAILWAY determines is necessary to inspect the Contractor's work activities affecting train operations and RAILWAY property. This may include, without limitation, excavation on RAILWAY property and bridge construction on, over, and across RAILWAY property, driving foundation piles, erecting falsework, construction of shoring and retaining walls, placing concrete, placing soil backfill and compaction processes. The description and estimated cost of such construction management services is also particularly set forth in **Exhibit B** attached hereto and made a part hereof. It is understood that STATE will be responsible for the cost of the RAILWAY's construction management services. Also, to prepare a detailed estimate, a copy of which is hereto attached,

marked said **Exhibit B** and hereby made a part hereof in the amount of **Sixty-One Thousand, Eight-Hundred, Forty-Two Dollars (\$61,842.00)** for the approval of the State and Federal Highway Administration.

4. To grant the STATE's representatives and representatives of the Federal Highway Administration reasonable access to all parts of the work at all times.
5. If any Contractor employed upon the RAILWAY's property, pursuant this Agreement, shall prosecute the work thereof contrary to STATE's Plan and Specifications, or contrary to the provisions of Article II, or if such Contractor shall prosecute the work on RAILWAY's property in a manner deemed hazardous by the RAILWAY to its property and facilities or the safe and expeditious movement of its traffic, or if the insurance in **Exhibit C** and **Exhibit E** hereof, shall be canceled during the process of the work, the RAILWAY shall have the right to stop the work on the RAILWAY property until the acts or omissions of such Contractor have been fully rectified to the satisfaction of the RAILWAY's Engineer or additional insurance has been delivered to and accepted by the RAILWAY. Such work stoppage shall not give rise to or impose upon the RAILWAY any liability to the STATE or any Contractor. In the event the RAILWAY shall stop work upon its property, RAILWAY agrees to give immediate notice thereof in writing to the STATE.
6. Upon written notification by the STATE's Contractor of the completion of the project, the RAILWAY shall provide the STATE and the Contractor with written notice of any claims against the Contractor within thirty (30) days of receipt of such notification.

7. The RAILROAD will provide documents or certificates for project procured materials stating compliance with Buy America requirements.

ARTICLE II

In consideration of the covenants of the RAILWAY hereinbefore contained and the faithful performance thereof, the STATE agrees:

1. To prepare plans and specifications for the crossing trail and to submit such plans and specifications to the RAILWAY and the STATE for their approval.
2. To construct the work in Section 1 above, in accordance with the approved plans and specifications, and to maintain same except as provided in Article I.
3. To secure all right-of-way necessary for this construction except as provided in Article I.
4. To sample and test all materials used in its portion of the work and to reject all materials which do not conform to the governing specifications.
5. To appoint and keep competent inspectors on the work under its supervision.
6. Contracts awarded for any construction provided for herein shall be subject to the approval by the Federal Highway Administration and when awarded, the contractor to whom the contract is awarded must sign **Exhibit C** - "RAILWAY's General Construction Agreement (BNSF Exhibits C and C1)"
7. A pre-construction meeting will be held prior to the start of any work on RAILWAY property. The pre-construction meeting will include RAILWAY, STATE, and field supervisors for the Contractor and all Sub-Contractors.
8. Notwithstanding anything elsewhere contained herein, it is understood and agreed that the STATE will require that the contractor will not at any time

cross the RAILWAY's tracks with vehicles or equipment of any kind or character, except at existing public crossings unless the Contractor by separate agreement with the RAILWAY is permitted to open and operate a private crossing.

9. The STATE shall require its Contractor to be responsible to the RAILWAY and its tenants for all damages for delays which may be sustained by the RAILWAY or its tenants, its or their employees, or freight in its or their care caused by any interference which could have been avoided by proper handling of the project work.

ARTICLE III

1. The STATE shall reimburse the RAILWAY for expenses incurred by said RAILWAY in performance of work outlined under Sections 2 and 3 of Article I of this AGREEMENT, as set out in a Certified Statement which shall be presented to the STATE upon completion of the work and final inspection provided the charges in said statement are approved by the STATE.

ARTICLE IV

STATE and RAILWAY agree:

1. The STATE shall require its contractor or contractors to reimburse the RAILWAY for expenses incurred by said RAILWAY in performance of Work outlined under Section 2 of Article 1, of this agreement, as set out in Certified Statement which shall be presented to the STATE upon completion of the work and final acceptance of the project.

2. The Federal-Aid Policy Guide issued by the Federal Highway Administration on December 9, 1991 and contained in 23 CFR Part 646 & 1401, issued by the Federal Highway Administration, setting forth the principals governing reimbursement for the cost of changes to railway facilities, and hereby made a part hereof by reference, is hereby approved and accepted as governing in the project herein contemplated.
 - A. In accordance of the aforesaid Federal-Aid Policy Guide the RAILWAY will not be required to participate in the cost of the project.
 - B. The STATE shall pay the entire amount due on the contract or contracts let by it for the construction of the work set forth on Section 3 of Article II.
 - C. The STATE shall pay all cost of engineering or supervision of the work performed under its portion of this Agreement.
3. The RAILWAY's engineer or designee may advise contractor or contractors work site supervisor that an agent, servant, or employee of a contractor or of a subcontractor is working in an unsafe manner, in which event, contractor's work site supervisor shall cause said agent, servant, or employee to leave the work site and RAILWAY's property. The STATE, as a part of its contract with any contractor, shall require the contractor to assume all responsibility for safe work methods and practices of its agents, servants, and employees.
4. The STATE will cooperate with the RAILWAY to ensure that the work is handled and performed in an efficient manner and in compliance with the

Federal Railroad Administration's (FRA) Safety Rules for Railway Worker protection, 49 CFR Part 214. No employee of the STATE, its Contractor, its Subcontractor, agents, or invitees shall enter RAILWAY's property without first having attended a Safety Orientation at www.bnsfcontractor.com and can demonstrate a clear understanding of RAILWAY's application of the FRA's Safety Rules for Roadway Worker protection as referenced above. The STATE shall give the RAILWAY a minimum of thirty (30) days advance notice for scheduling the Training Seminar to certify affected workers. The Safety Orientation will be valid within the year in which the safety program was completed and must be renewed annually.

5. The RAILWAY is required to report certain injuries as a part of compliance with Federal reporting requirements. Any personal injury sustained by an employee of the Contractor, Subcontractor or Contractor's invitees while on RAILWAY property must be reported immediately (by phone mail if unable to contact a person) to the RAILWAY's representative in charge of the Project. The Injury Report Form contained herein and attached as **Exhibit C**, is to be-completed and sent by FAX to the address indicated by the RAILWAY no later than the close of shift on the date of the injury.
6. The STATE, its contractor and agents are placed on notice that fiber optic, communications, control systems, and other types of cables may be buried on RAILWAY's property. Before beginning work, State's contractor shall telephone RAILWAY's Communication Network Control Center at 1-800-533-2891 (24-hour number) to assist in determining if cable systems are

buried on RAILWAY's property to be used by STATE. The State's contractor, shall contact the appropriate personnel to have cable located and make arrangements with the owner of the facility as to the protective measures that must be adhered to prior to the commencement of any work on RAILWAY's property.

7. The plans and specifications, as submitted by the STATE and approved by the parties to this AGREEMENT, shall govern in construction of said WORK. No changes in the plans or specifications shall be made without the written consent of the respective Engineering Officers of the parties hereto. The general construction and workmanship shall be subject to the approval of the parties hereto.

ARTICLE V

City shall own SIDEWALK, and CITY at its expense shall maintain, repair and renew entire SIDEWALK including, but not limited to, the approaches and all backfill, grading, drainage and signage required by the existence of the CITY.

IN WITNESS WHEREOF, the Deputy Director, pursuant to authority vested in him by the State Transportation Commission, has here into subscribed his name as Deputy Director of the Oklahoma Department of Transportation and the BNSF Railway Company has executed same pursuant to authority prescribed by law.

The **RAILWAY** on this ____ day of _____, 20____, and the **DEPARTMENT** on this ____ day of _____, 20____.

BNSF RAILWAY COMPANY

OKLAHOMA DEPARTMENT OF TRANSPORTATION

RECOMMENDED

Rail Programs Division Date

**REVIEWED AND APPROVED AS
FORM AND LEGALITY**

ODOT General Counsel Date

APPROVED

Director of Capital Programs Date

Deputy Director Date

IN WITNESS WHEREOF, this Agreement was approved and executed by the City of Norman, this _____ day of _____, 2021

The City of Norman

ATTEST:

CITY CLERK

MAYOR

ATTEST:

REVIEWED AS TO FORM AND LEGALITY

CITY CLERK

BY: 

ASSISTANT MUNICIPAL COUNSELOR

STATUTORY CERTIFICATION

Title 74 Okla. Stat. §85.22

The undersigned hereby certifies to the following statutory requirements:

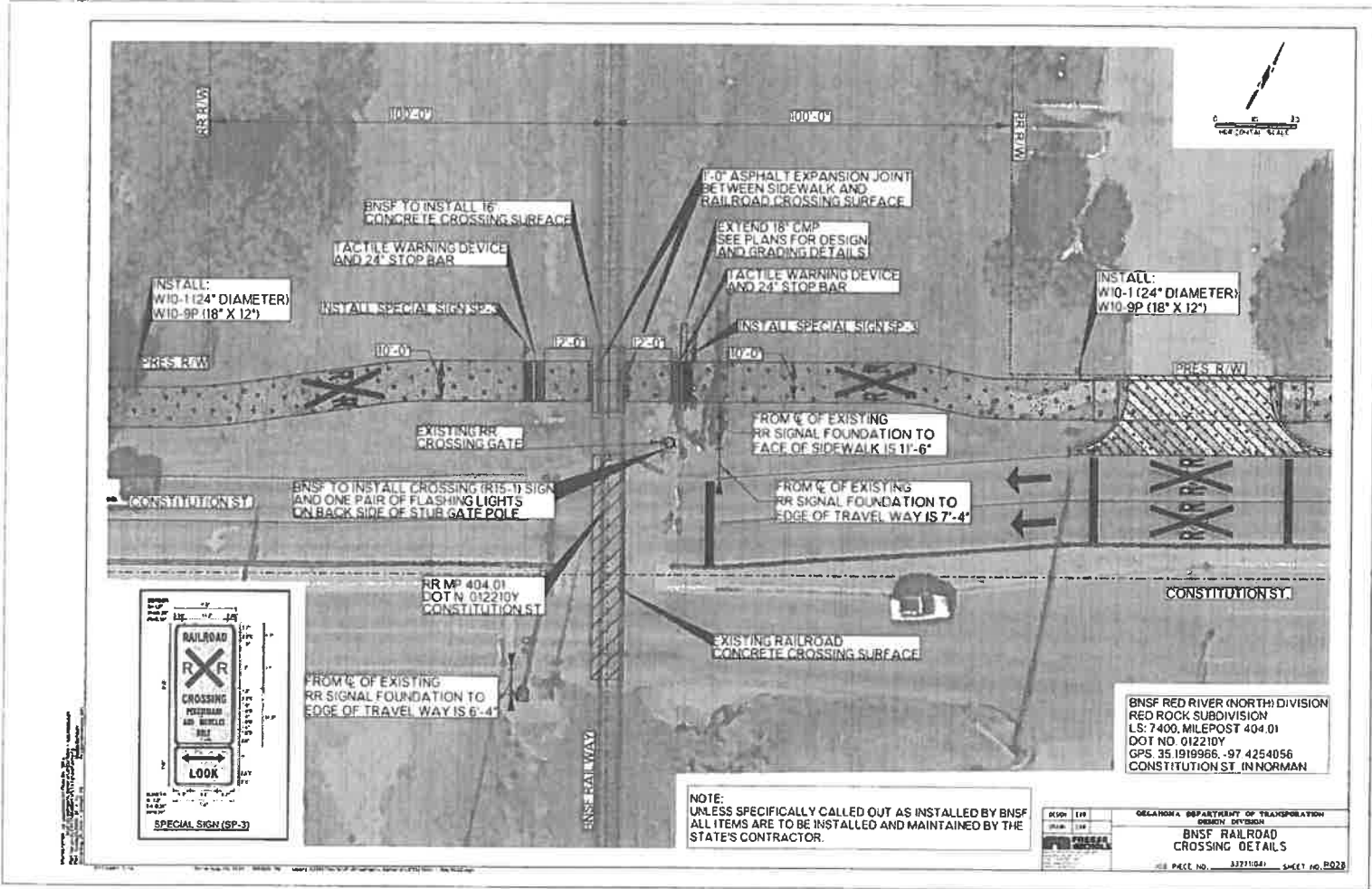
1. That I am the agent authorized by the CONTRACTOR to submit the attached CONTRACT to the State of Oklahoma. I am fully aware of the facts and circumstances surrounding the making of the CONTRACT to which this statement is attached and have been personally and directly involved in the procurement of that CONTRACT.
2. That the contractor has not paid, given, or donated or agreed to pay, give or donate to any officer or employee of the State of Oklahoma any money or other thing(s) of value, either directly or indirectly, in procuring this CONTRACT.
3. That no person who has been involved in any manner in the development of this Agreement while employed by the State of Oklahoma shall be employed to fulfill any of the services provided for under this CONTRACT.
4. That, to the best of my knowledge and belief, the Contractor has not previously entered into a CONTRACT with the Oklahoma Department of Transportation or any other agency of the State of Oklahoma which would result in a substantial duplication of the services required by this CONTRACT.
5. That the Contractor has registered and fully participates in the Status Verification System, as required by Title 25 O.S. § 1313(B) (1), to verify the work eligibility status of all new employees of the Contractor.

Certified by the Contractor's authorized representative, DATED: _____

CERTIFIER

**EXHIBIT A
RAILROAD EXHIBIT**

**EXHIBIT A
RAILROAD EXHIBIT**



**EXHIBIT B
BNSF CONSTRUCTION
& MANAGEMENT**

**ESTIMATE
TOTAL \$ 61,842.00**

**EXHIBIT B
BNSF CONSTRUCTION
& MANAGEMENT
ESTIMATE TOTAL
\$ 61,842.00**

***** MAINTAIN PROPRIETARY CONFIDENTIALITY *****

Railroad SIGNAL Cost Estimate for
Constitution Street - DOT No. 012210Y
Revised on 1/20/2021

BNSF RAILWAY COMPANY
RFP ESTIMATE FOR
STATE OF OKLAHOMA

LOCATION: NORMAN TO NORTH NOBLE DETAILS OF ESTIMATE: PLAN ITEM: 000333559 VERSION: 1

PURPOSE, JUSTIFICATION AND DESCRIPTION

CONSTITUTION STREET - NORMAN, OK; REPLACE MAST - INSTALL FLASHERS; RED RIVER DIV; RED ROCK SUBDIV; LS 7400; MP 404.04;
DOT# 012210Y; SEQ# 83710

MONTHLY POWER UTILITY COST CENTER : 61698.

THE MATERIAL LIST BELOW REFLECTS TYPICAL REPRESENTATIVE PACKAGES USED FOR ESTIMATING PURPOSES ONLY

THIS ESTIMATE IS GOOD FOR 180 DAYS, THE ESTIMATE IS SUBJECT TO CHANGE IN COST FOR LABOR, MATERIAL, AND OVERHEAD.

CONTRACTS HAVE BEEN ESTABLISHED FOR PORTIONS OF SIGNAL WORK ON THE BNSF RAILROAD

***** SIGNAL WORK ONLY *****

THE STATE OF OKLAHOMA IS FUNDING 100% OF THIS PROJECT

MAINTAIN PROPRIETARY CONFIDENTIALITY
PRIMARY FUNDING SOURCE IS FHWA
** BUY AMERICA(N) APPLIES **

DESCRIPTION	QUANTITY U/M	COST	TOTAL \$

LABOR			

SIGNAL HULLD - REPLACE	160 MH	614	
PAYROLL ASSOCIATED COSTS		401	
DATA OVERHEADS		666	
EQUIPMENT EXPENSES		136	
INSURANCE EXPENSES		107	
TOTAL LABOR COST		1,924	1,924

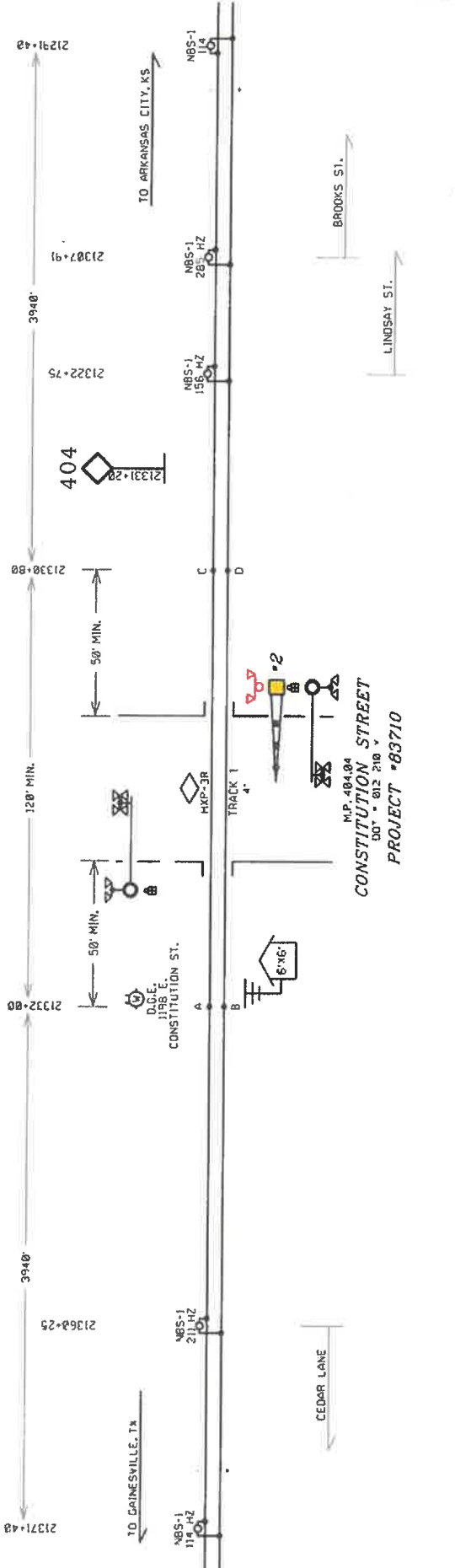
MATERIAL			

FLASHER ASSEMBLY, 1-WAY	1.0 EA N	997	
GATE MAST	1.0 EA N	1,918	
LED LIGHTS	2.0 EA N	367	
SIGN, X-BUCK	1.0 EA N	79	
OFF-LINE TRANSPORTATION		40	
TOTAL MATERIAL COST		3,401	3,401

OTHER			

CONTRACT ENGINEERING	1.0 LS N	5,000	
TOTAL OTHER ITEMS COST		5,000	5,000
PROJECT SUBTOTAL			10,325
CONTINGENCIES			1,003
BILL PREPARATION FEE			114
GROSS PROJECT COST			11,442
LESS COST PAID BY BNSF			0
TOTAL BILLABLE COST			11,442

The Burlington Northern & Santa Fe Railway Company



Railroad SIGNAL Cost Estimate for
 Constitution Street - DOT No. 012210Y
 Revised on 1/20/2021

K-2122-54 Item 16.

BNSF RAILWAY CO.
 LOCATION: NORMAN, OK
 STREET: CONSTITUTION ST.
 LS: 7400
 M.P. 404.01
 DOT # 012 210 Y
 DIVISION: RED RIVER
 SUBDIVISION: RED ROCK
 KANSAS CITY
 NO SCALE
 DATE: 01/20/2021
 FILE: 83710-STATESKETCH-.dgn
 JFK

REPLACE: STUB POLE WITH FLASHER MAST
 CONTROL DEVICES: CONSTANT WARNING
 SALVAGE: GATES, FLASHERS, CANTS, & BUNGALOW
RED = IN YELLOW = OUT

Warning device placement:
 Clearance to C.L. Track = Min. 12'
 Edge of Road to C.L. Foundation:
 Min. 5'3" with curb,
 Min. 9'3" without curb.
 Max. 12'
 House Clearance:
 25' Min. to Near Rail
 30' Min. to Edge of Road
 ALL LIGHTS TO BE LED

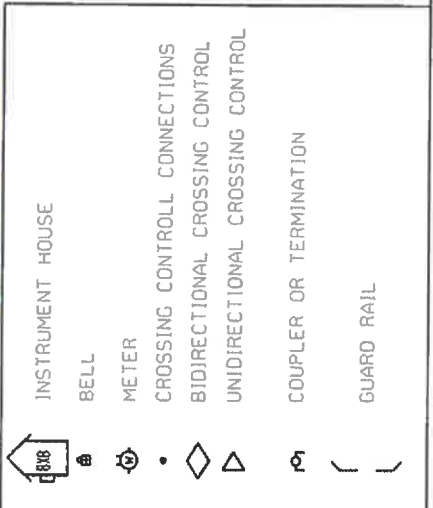


EXHIBIT C
BNSF CONTRACTORS RIGHT OF ENTRY AGREEMENT (C & C1)

EXHIBIT C
BNSF CONTRACTORS RIGHT OF ENTRY AGREEMENT (C & C1)



EXHIBIT "C"

CONTRACTOR REQUIREMENTS

1.01 General:

- **1.01.01** The Contractor must cooperate with **BNSF RAILWAY COMPANY**, hereinafter referred to as "**Railway**" where work is over or under on or adjacent to Railway property and/or right-of-way, hereafter referred to as "**Railway Property**", during the (project description, RR Milepost/ Line Segment/ Division/ Subdivision, ODOT Project Numbers, etc.)

- **1.01.02** The Contractor must execute and deliver to the Railway duplicate copies of the Exhibit "C-1" Agreement, in the form attached hereto, obligating the Contractor to provide and maintain in full force and effect the insurance called for under Section 3 of said Exhibit "C-1". Questions regarding procurement of the Railroad Protective Liability Insurance should be directed to Rosa Martinez at Marsh, USA, 214-303-8519.
- **1.01.03** The Contractor must plan, schedule and conduct all work activities so as not to interfere with the movement of any trains on Railway Property.
- **1.01.04** The Contractor's right to enter Railway's Property is subject to the absolute right of Railway to cause the Contractor's work on Railway's Property to cease if, in the opinion of Railway, Contractor's activities create a hazard to Railway's Property, employees, and/or operations. Railway will have the right to stop construction work on the Project if any of the following events take place: (i) Contractor (or any of its subcontractors) performs the Project work in a manner contrary to the plans and specifications approved by Railway; (ii) Contractor (or any of its subcontractors), in Railway's opinion, prosecutes the Project work in a manner which is hazardous to Railway property, facilities or the safe and expeditious movement of railroad traffic; (iii) the insurance described in the attached Exhibit C-1 is canceled during the course of the Project; or (iv) Contractor fails to pay Railway for the Temporary Construction License or the Easement. The work stoppage will continue until all necessary actions are taken by Contractor or its subcontractor to rectify the situation to the satisfaction of Railway's Division Engineer or until additional insurance has been delivered to and accepted by Railway. In the event of a breach of (i) this Agreement, (ii) the Temporary Construction License, or (iii) the Easement, Railway may immediately terminate the



Temporary Construction License or the Easement. Any such work stoppage under this provision will not give rise to any liability on the part of Railway. Railway's right to stop the work is in addition to any other rights Railway may have including, but not limited to, actions or suits for damages or lost profits. In the event that Railway desires to stop construction work on the Project, Railway agrees to immediately notify the following individual in writing:

Jim H. Hatt
Assistant Division Manager
Rail Programs Division
Oklahoma Department of Transportation
200 N.E. 21st Street
Oklahoma City, Oklahoma 73105-3204
Email: JHATT@ODOT.org

- **1.01.05** The Contractor is responsible for determining and complying with all Federal, State and Local Governmental laws and regulations, including, but not limited to environmental laws and regulations (including but not limited to the Resource Conservation and Recovery Act, as amended; the Clean Water Act, the Oil Pollution Act, the Hazardous Materials Transportation Act, CERCLA), and health and safety laws and regulations. The Contractor hereby indemnifies, defends and holds harmless Railway for, from and against all fines or penalties imposed or assessed by Federal, State and Local Governmental Agencies against the Railway which arise out of Contractor's work under this Agreement.
- **1.01.06** The Contractor must notify Jim H. Hatt (ODOT) at 405-522-0287 and Railway's Manager Public Projects, telephone number 817-352-2902 at least thirty (30) calendar days before commencing any work on Railway Property. Contractor's notification to Railway must refer to Railway's file (DOT Number) – (Road Name/Project Name).
- **1.01.07** For any bridge demolition and/or falsework above any tracks or any excavations located with any part of the excavations located within, whichever is greater, twenty-five (25) feet of the nearest track or intersecting a slope from the plane of the top of rail on a 2 horizontal to 1 vertical slope beginning at eleven (11) feet from centerline of the nearest track, both measured perpendicular to center line of track, the Contractor must furnish the Railway five sets of working drawings showing details of construction affecting Railway Property and tracks. The working drawing must include the proposed method of installation and removal of falsework, shoring or cribbing, not included in the contract plans and two sets of structural calculations of any falsework, shoring or cribbing. For all excavation and shoring submittal plans, the current "BNSF-UPRR Guidelines for Temporary Shoring" must be used for determining the design loading conditions to be used in shoring design, and all



calculations and submittals must be in accordance with the current "BNSF-UPRR Guidelines for Temporary Shoring". All submittal drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. All calculations must take into consideration railway surcharge loading and must be designed to meet American Railway Engineering and Maintenance-of-Way Association (previously known as American Railway Engineering Association) Coopers E-80 live loading standard. All drawings and calculations must be stamped by a registered professional engineer licensed to practice in the state the project is located. The Contractor must not begin work until notified by the Railway that plans have been approved. The Contractor will be required to use lifting devices such as, cranes and/or winches to place or to remove any falsework over Railway's tracks. In no case will the Contractor be relieved of responsibility for results obtained by the implementation of said approved plans.

- **1.01.08** Subject to the movement of Railway's trains, Railway will cooperate with the Contractor such that the work may be handled and performed in an efficient manner. The Contractor will have no claim whatsoever for any type of damages or for extra or additional compensation in the event his work is delayed by the Railway.

1.02 Contractor Safety Orientation

- **1.02.01** No employee of the Contractor, its subcontractors, agents or invitees may enter Railway Property without first having completed Railway's Engineering Contractor Safety Orientation, found on the web site www.BNSFContractor.com. The Contractor must ensure that each of its employees, subcontractors, agents or invitees completes Railway's Engineering Contractor Safety Orientation through internet sessions before any work is performed on the Project. Additionally, the Contractor must ensure that each and every one of its employees, subcontractors, agents or invitees possesses a card certifying completion of the Railway Contractor Safety Orientation before entering Railway Property. The Contractor is responsible for the cost of the Railway Contractor Safety Orientation. The Contractor must renew the Railway Contractor Safety Orientation annually. Further clarification can be found on the web site or from the Railway's Representative.

1.03 Railway Requirements

- **1.03.01** The Contractor must take protective measures as are necessary to keep railway facilities, including track ballast, free of sand, debris, and other foreign objects and materials resulting from his operations. Any damage to railway facilities resulting



from Contractor's operations will be repaired or replaced by Railway and the cost of such repairs or replacement must be paid for by the Agency.

- **1.03.02** The Contractor must notify the Railway's Division Engineer _____ and provide blasting plans to the Railway for review seven (7) calendar days prior to conducting any blasting operations adjacent to or on Railway's Property.
- **1.03.03** The Contractor must abide by the following temporary clearances during construction:
 - 15'-0" Horizontally from centerline of nearest track
 - 21'-6" Vertically above top of rail
 - 27'-0" Vertically above top of rail for electric wires carrying less than 750 volts
 - 28'-0" Vertically above top of rail for electric wires carrying 750 volts to 15,000 volts
 - 30'-0" Vertically above top of rail for electric wires carrying 15,000 volts to 20,000 volts
 - 34'-0" Vertically above top of rail for electric wires carrying more than 20,000 volts
- **1.03.04** Upon completion of construction, the following clearances shall be maintained:
 - 25' Horizontally from centerline of nearest track
 - 23' 6" Vertically above top of rail
- **1.03.05** Any infringement within State statutory clearances due to the Contractor's operations must be submitted to the Railway and to **ODOT** and must not be undertaken until approved in writing by the Railway, and until **ODOT** has obtained any necessary authorization from the State Regulatory Authority for the infringement. No extra compensation will be allowed in the event the Contractor's work is delayed pending Railway approval, and/or the State Regulatory Authority's approval.
- **1.03.06** In the case of impaired vertical clearance above top of rail, Railway will have the option of installing tell-tales or other protective devices Railway deems necessary for protection of Railway operations. The cost of tell-tales or protective devices will be borne by the Agency.
- **1.03.07** The details of construction affecting the Railway's Property and tracks not included in the contract plans must be submitted to the Railway by **ODOT** for approval before work is undertaken and this work must not be undertaken until approved by the Railway.



- **1.03.08** At other than public road crossings, the Contractor must not move any equipment or materials across Railway's tracks until permission has been obtained from the Railway. The Contractor must obtain a "Temporary Construction Crossing Agreement" from the Railway prior to moving his equipment or materials across the Railways tracks. The temporary crossing must be gated and locked at all times when not required for use by the Contractor. The temporary crossing for use of the Contractor will be constructed and, at the completion of the project, removed at the expense of the Contractor.
- **1.03.09** Discharge, release or spill on the Railway Property of any hazardous substances, oil, petroleum, constituents, pollutants, contaminants, or any hazardous waste is prohibited and Contractor must immediately notify the **Railway's Resource Operations Center at 1(800) 832-5452**, of any discharge, release or spills in excess of a reportable quantity. Contractor must not allow Railway Property to become a treatment, storage or transfer facility as those terms are defined in the Resource Conservation and Recovery Act or any state analogue.
- **1.03.10** The Contractor upon completion of the work covered by this contract, must promptly remove from the Railway's Property all of Contractor's tools, equipment, implements and other materials, whether brought upon said property by said Contractor or any Subcontractor, employee or agent of Contractor or of any Subcontractor, and must cause Railway's Property to be left in a condition acceptable to the Railway's representative.

1.04 Contractor Roadway Worker on Track Safety Program and Safety Action Plan:

- **1.04.01** Each Contractor that will perform work within 25 feet of the centerline of a track must develop and implement a Roadway Worker Protection/On Track Safety Program and work with Railway Project Representative to develop an on track safety strategy as described in the guidelines listed in the on track safety portion of the Safety Orientation. This Program must provide Roadway Worker protection/on track training for all employees of the Contractor, its subcontractors, agents or invitees. This training is reinforced at the job site through job safety briefings. Additionally, each Contractor must develop and implement the Safety Action Plan, as provided for on the web site **www.BNSFContractor.com**, which will be made available to Railway prior to commencement of any work on Railway Property. During the performance of work, the Contractor must audit its work activities. The Contractor must designate an on-site Project Supervisor who will serve as the contact person for the Railway and who will maintain a copy of the Safety Action Plan, safety audits, and Material Safety Datasheets (MSDS), at the job site.



- **1.04.02** Contractor shall have a background investigation performed on all of its employees, subcontractors and agents who will be performing any services for Railroad under this Agreement which are determined by Railroad in its sole discretion a) to be on Railroad's property, or b) that require access to Railroad Critical Infrastructure, Railroad Critical Information Systems, Railroad's Employees, Hazardous Materials on Railroad's property or is being transported by or otherwise in the custody of Railroad, or Freight in Transit involving Railroad.

The required background screening shall at a minimum meet the rail industry background screening criteria defined by the e-RAILSAFE Program as outlined at www.eVerifile.com, in addition to any other applicable regulatory requirements.

Contractor shall obtain written consent from all its employees, subcontractors or agents screened in compliance with the e-RAILSAFE Program to participate in the Program on their behalf and to release completed background information to Railroad's designee. Contractor shall be subject to periodic audit to ensure compliance.

Contractor subject to the e-RAILSAFE Program hereunder shall not permit any of its employees, subcontractors or agents to perform services hereunder who are not first approved under e-RAILSAFE Program standards. Railroad shall have the right to deny entry onto its premises or access as described in this section above to any of Contractor's employees, subcontractors or agents who do not display the authorized identification badge issued by a background screening service meeting the standards set forth in the e-RAILSAFE Program, or who in Railroad's opinion, which may not be unreasonable, may pose a threat to the safety or security of Railroad's operations, assets or personnel.

Contractors shall be responsible for ensuring that its employees, subcontractors and agents are United States citizens or legally working in the United States under a lawful and appropriate work VISA or other work authorization.

1.05 Railway Flagger Services:

- **1.05.01** The Contractor must give Railway's Roadmaster (name, mobile #, and email) a minimum of thirty (30) calendar days advance notice when flagging services will be required so that the Roadmaster can make appropriate arrangements (i.e., bulletin the flagger's position). If flagging services are scheduled in advance by the Contractor and it is subsequently



determined by the parties hereto that such services are no longer necessary, the Contractor must give the Roadmaster five (5) working days advance notice so that appropriate arrangements can be made to abolish the position pursuant to union requirements.

- **1.05.02** Unless determined otherwise by Railway's Project Representative, Railway flagger will be required and furnished when Contractor's work activities are located over, under and/or within twenty-five (25) feet measured horizontally from centerline of the nearest track and when cranes or similar equipment positioned beyond 25-feet from the track centerline could foul the track in the event of tip over or other catastrophic occurrence, but not limited thereto for the following conditions:
 - **1.05.02a** When, upon inspection by Railway's Representative, other conditions warrant.
 - **1.05.02b** When any excavation is performed below the bottom of tie elevation, if, in the opinion of Railway's representative, track or other Railway facilities may be subject to movement or settlement.
 - **1.05.02c** When work in any way interferes with the safe operation of trains at timetable speeds.
 - **1.05.02d** When any hazard is presented to Railway track, communications, signal, electrical, or other facilities either due to persons, material, equipment or blasting in the vicinity.
 - **1.05.02e** Special permission must be obtained from the Railway before moving heavy or cumbersome objects or equipment which might result in making the track impassable.
- **1.05.03** Flagging services will be performed by qualified Railway flaggers.
 - **1.05.03a** Flagging crew generally consists of one employee. However, additional personnel may be required to protect Railway Property and operations, if deemed necessary by the Railways Representative.
 - **1.05.03b** Each time a flagger is called, the minimum period for billing will be the eight (8) hour basic day.
 - **1.05.03c** The cost of flagger services provided by the Railway will be borne by **CONTRACTOR**. The estimated cost for one (1) flagger is approximately between \$800.00-\$1,600.00 for an eight (8) hour basic day with time and one-half or double time for overtime, rest days and holidays. The estimated cost for each flagger includes vacation



allowance, paid holidays, Railway and unemployment insurance, public liability and property damage insurance, health and welfare benefits, vehicle, transportation, meals, lodging, radio, equipment, supervision and other costs incidental to performing flagging services. Negotiations for Railway labor or collective bargaining agreements and rate changes authorized by appropriate Federal authorities may increase actual or estimated flagging rates. **THE FLAGGING RATE IN EFFECT AT THE TIME OF PERFORMANCE BY THE CONTRACTOR HEREUNDER WILL BE USED TO CALCULATE THE ACTUAL COSTS OF FLAGGING PURSUANT TO THIS PARAGRAPH.**

- **1.05.03d** The average train traffic on this route is ___ freight trains per 24-hour period at a timetable speed ___ MPH and ___ passenger trains at a timetable speed of ___ MPH.

1.06 Contractor General Safety Requirements

- **1.06.01** Work in the proximity of railway track(s) is potentially hazardous where movement of trains and equipment can occur at any time and in any direction. All work performed by contractors within 25 feet of any track must be in compliance with FRA Roadway Worker Protection Regulations.
- **1.06.02** Before beginning any task on Railway Property, a thorough job safety briefing must be conducted with all personnel involved with the task and repeated when the personnel or task changes. If the task is within 25 feet of any track, the job briefing must include the Railway's flagger, as applicable, and include the procedures the Contractor will use to protect its employees, subcontractors, agents or invitees from moving any equipment adjacent to or across any Railway track(s).
- **1.06.03** Workers must not work within 25 feet of the centerline of any track without an on track safety strategy approved by the Railway's Project Representative. When authority is provided, every contractor employee must know: (1) who the Railway flagger is, and how to contact the flagger, (2) limits of the authority, (3) the method of communication to stop and resume work, and (4) location of the designated places of safety. Persons or equipment entering flag/work limits that were not previously job briefed, must notify the flagger immediately, and be given a job briefing when working within 25 feet of the center line of track.
- **1.06.04** When Contractor employees are required to work on the Railway Property after normal working hours or on weekends, the Railway's representative in charge of the project must be notified. A minimum of two employees must be present at all times.



- **1.06.05** Any employees, agents or invitees of Contractor or its subcontractors under suspicion of being under the influence of drugs or alcohol, or in the possession of same, will be removed from the Railway's Property and subsequently released to the custody of a representative of Contractor management. Future access to the Railway's Property by that employee will be denied.
- **1.06.06** Any damage to Railway Property, or any hazard noticed on passing trains must be reported immediately to the Railway's representative in charge of the project. Any vehicle or machine which may come in contact with track, signal equipment, or structure (bridge) and could result in a train derailment must be reported immediately to the Railway representative in charge of the project and to the Railway's Resource Operations Center at 1(800) 832-5452. Local emergency numbers are to be obtained from the Railway representative in charge of the project prior to the start of any work and must be posted at the job site.
- **1.06.07** For safety reasons, all persons are prohibited from having pocket knives, firearms or other deadly weapons in their possession while working on Railway's Property.
- **1.06.08** All personnel protective equipment (PPE) used on Railway Property must meet applicable OSHA and ANSI specifications. Current Railway personnel protective equipment requirements are listed on the web site, www.BNSFContractor.com, however, a partial list of the requirements include: a) safety glasses with permanently affixed side shields (no yellow lenses); b) hard hats; c) safety shoe with: hardened toes, above-the-ankle lace-up and a defined heel; and d) high visibility retro-reflective work wear. The Railway's representative in charge of the project is to be contacted regarding local specifications for meeting requirements relating to hi-visibility work wear. Hearing protection, fall protection, gloves, and respirators must be worn as required by State and Federal regulations. **(NOTE – Should there be a discrepancy between the information contained on the web site and the information in this paragraph, the web site will govern.)**
- **1.06.09** **THE CONTRACTOR MUST NOT PILE OR STORE ANY MATERIALS, MACHINERY OR EQUIPMENT CLOSER THAN 25'-0" TO THE CENTER LINE OF THE NEAREST RAILWAY TRACK. MATERIALS, MACHINERY OR EQUIPMENT MUST NOT BE STORED OR LEFT WITHIN 250 FEET OF ANY HIGHWAY/RAIL AT-GRADE CROSSINGS OR TEMPORARY CONSTRUCTION CROSSING, WHERE STORAGE OF THE SAME WILL OBSTRUCT THE VIEW OF A TRAIN APPROACHING THE CROSSING. PRIOR TO BEGINNING WORK, THE CONTRACTOR MUST ESTABLISH A STORAGE AREA WITH CONCURRENCE OF THE RAILWAY'S REPRESENTATIVE.**
- **1.06.10** Machines or vehicles must not be left unattended with the engine running.



Parked machines or equipment must be in gear with brakes set and if equipped with blade, pan or bucket, they must be lowered to the ground. All machinery and equipment left unattended on Railway's Property must be left inoperable and secured against movement. (See internet Engineering Contractor Safety Orientation program for more detailed specifications)

- **1.06.11** Workers must not create and leave any conditions at the work site that would interfere with water drainage. Any work performed over water must meet all Federal, State and Local regulations.
- **1.06.12** All power line wires must be considered dangerous and of high voltage unless informed to the contrary by proper authority. For all power lines the minimum clearance between the lines and any part of the equipment or load must be; 200 KV or below - 15 feet; 200 to 350 KV - 20 feet; 350 to 500 KV - 25 feet; 500 to 750 KV - 35 feet; and 750 to 1000 KV - 45 feet. If capacity of the line is not known, a minimum clearance of 45 feet must be maintained. A person must be designated to observe clearance of the equipment and give a timely warning for all operations where it is difficult for an operator to maintain the desired clearance by visual means.

1.07 Excavation:

- **1.07.01** Before excavating, the Contractor must determine whether any underground pipe lines, electric wires, or cables, including fiber optic cable systems are present and located within the Project work area. The Contractor must determine whether excavation on Railway's Property could cause damage to buried cables resulting in delay to Railway traffic and disruption of service to users. Delays and disruptions to service may cause business interruptions involving loss of revenue and profits. Before commencing excavation, the Contractor must contact **BNSF's Roadmaster (name and mobile #) and BNSF's Signal Supervisor (name and mobile #)**. All underground and overhead wires will be considered HIGH VOLTAGE and dangerous until verified with the company having ownership of the line. **It is the Contractor's responsibility to notify any other companies that have underground utilities in the area and arrange for the location of all underground utilities before excavating.**
- **1.07.02** The Contractor must cease all work and notify the Railway immediately before continuing excavation in the area if obstructions are encountered which do not appear on drawings. If the obstruction is a utility and the owner of the utility can be identified, then the Contractor must also notify the owner immediately. If there is any doubt about the location of underground cables or lines of any kind, no work must be performed until the exact location has been determined. There will be no exceptions to these instructions.



- **1.07.03** All excavations must be conducted in compliance with applicable OSHA regulations and, regardless of depth, must be shored where there is any danger to tracks, structures or personnel.
- **1.07.04** Any excavations, holes or trenches on the Railway's Property must be covered, guarded and/or protected when not being worked on. When leaving work site areas at night and over weekends, the areas must be secured and left in a condition that will ensure that Railway employees and other personnel who may be working or passing through the area are protected from all hazards. All excavations must be back filled as soon as possible.

1.08 Hazardous Waste, Substances and Material Reporting:

- **1.08.01** If Contractor discovers any hazardous waste, hazardous substance, petroleum or other deleterious material, including but not limited to any non-containerized commodity or material, on or adjacent to Railway's Property, in or near any surface water, swamp, wetlands or waterways, while performing any work under this Agreement, Contractor must immediately: (a) notify the Railway's Resource Operations Center at 1(800) 832-5452, of such discovery: (b) take safeguards necessary to protect its employees, subcontractors, agents and/or third parties: and (c) exercise due care with respect to the release, including the taking of any appropriate measure to minimize the impact of such release.

1.09 Personal Injury Reporting

- **1.09.01** The Railway is required to report certain injuries as a part of compliance with Federal Railroad Administration (FRA) reporting requirements. Any personal injury sustained by an employee of the Contractor, subcontractor or Contractor's invitees while on the Railway's Property must be reported immediately (by phone mail if unable to contact in person) to the Railway's representative in charge of the project. The Non-Employee Personal Injury Data Collection Form contained herein is to be completed and sent by Fax to the Railway at 1(817) 352-7595 and to the Railway's Project Representative no later than the close of shift on the date of the injury.



NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

(If injuries are in connection with rail equipment accident/incident, highway rail grade crossing accident or automobile accident, ensure that appropriate information is obtained, forms completed and that data entry personnel are aware that injuries relate to that specific event.)

Injured Person Type:

- Passenger on train (C) Non-employee (N)
(i.e., emp of another railroad, or, non-BNSF emp involved in vehicle accident, including company vehicles)
- Contractor/safety sensitive (F) Contractor/non-safety sensitive (G)
- Volunteer/safety sensitive (H) Volunteer/other non-safety sensitive (I)
- Non-trespasser (D) - to include highway users involved in highway rail grade crossing accidents who did not go around or through gates
- Trespasser (E) - to include highway users involved in highway rail grade crossing accidents who went around or through gates
- Non-trespasser (J) - Off railroad property

If train involved, Train ID:

Transmit attached information to Accident/Incident Reporting Center by:

Fax 1-817-352-7595 or by Phone 1-800-697-6736 or email to: Accident-Reporting.Center@BNSF.com
 AND COPY TO: ROADMASTER _____ & MANAGER PUBLIC PROJECTS Tim.Huya@BNSF.com

Officer Providing Information:

 (Name)

 (Employee No.)

 (Phone #)

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490

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NON-EMPLOYEE PERSONAL INJURY DATA COLLECTION

INFORMATION REQUIRED TO BE COLLECTED PURSUANT TO FEDERAL REGULATION. IT SHOULD BE USED FOR COMPLIANCE WITH FEDERAL REGULATIONS ONLY AND IT IS NOT INTENDED TO PRESUME ACCEPTANCE OF RESPONSIBILITY OR LIABILITY.

1. Accident City/St: _____ 2. Date: _____ Time: _____
County: _____ 3. Temperature: _____ 4. Weather: _____
(if non BNSF location)

Mile Post / Line Segment: _____

5. Driver's License No (and state) or other ID: _____ SSN (required): _____

6. Name (last, first, mi): _____

7. Address: _____ City: _____ St: _____ Zip: _____

8. Date of Birth: _____ and/or Age: _____ Gender: _____
(if available)

Phone Number: _____ Employer: _____

9. Injury: _____ 10. Body Part: _____
(i.e., Laceration, etc.) (i.e., Hand, etc.)

11. Description of Accident (To include location, action, result, etc.):

12. Treatment:

- First Aid Only _____
- Required Medical Treatment _____
- Other Medical Treatment _____

13. Dr. Name: _____ Date: _____

14. Dr. Address:
Street: _____ City: _____ St: _____ Zip: _____

15. Hospital Name: _____

16. Hospital Address:
Street: _____ City: _____ St: _____ Zip: _____

17. Diagnosis: _____

REPORT PREPARED TO COMPLY WITH FEDERAL ACCIDENT REPORTING REQUIREMENTS AND PROTECTED FROM DISCLOSURE PURSUANT TO 49 U.S.C. 20903 AND 83 U.S.C. 490



EXHIBIT "C-1"

**Agreement Between
BNSF RAILWAY COMPANY
and the
CONTRACTOR**

Railway File: _____
Agency Project: _____

_____ (hereinafter called "Contractor"), has entered into an agreement (hereinafter called "Agreement") with the **Oklahoma Department of Transportation (ODOT)** for the performance of certain work in connection with the following project: *(project description, RR Milepost/ Line Segment/ Division/ Subdivision, ODOT Project Numbers, etc.)*

Performance of such work will necessarily require Contractor to enter **BNSF RAILWAY COMPANY** (hereinafter called "Railway") right of way and property (hereinafter called "Railway Property"). The Agreement provides that no work will be commenced within Railway Property until the Contractor employed in connection with said work for **ODOT** (i) executes and delivers to Railway an Agreement in the form hereof, and (ii) provides insurance of the coverage and limits specified in such Agreement and Section 3 herein. If this Agreement is executed by a party who is not the Owner, General Partner, President or Vice President of Contractor, Contractor must furnish evidence to Railway certifying that the signatory is empowered to execute this Agreement on behalf of Contractor.

Accordingly, in consideration of Railway granting permission to Contractor to enter upon Railway Property and as an inducement for such entry, Contractor, effective on the date of the Agreement, has agreed and does hereby agree with Railway as follows:

1) RELEASE OF LIABILITY AND INDEMNITY

Contractor hereby waives, releases, indemnifies, defends and holds harmless Railway for all judgments, awards, claims, demands, and expenses (including attorneys' fees), for injury or death to all persons, including Railway's and Contractor's officers and employees, and for loss and damage to property belonging to any person, arising in any manner from Contractor's or any of Contractor's subcontractors' acts or omissions or any work performed on or about Railway's property or right-of-way. **THE LIABILITY ASSUMED BY CONTRACTOR WILL NOT BE**



AFFECTED BY THE FACT, IF IT IS A FACT, THAT THE DESTRUCTION, DAMAGE, DEATH, OR INJURY WAS OCCASIONED BY OR CONTRIBUTED TO BY THE NEGLIGENCE OF RAILWAY, ITS AGENTS, SERVANTS, EMPLOYEES OR OTHERWISE, EXCEPT TO THE EXTENT THAT SUCH CLAIMS ARE PROXIMATELY CAUSED BY THE INTENSIONAL MISCONDUCT OR GROSS NEGLIGENCE OF RAILWAY.

THE INDEMNIFICATION OBLIGATION ASSUMED BY CONTRACTOR INCLUDES ANY CLAIMS, SUITS OR JUDGMENTS BROUGHT AGAINST RAILWAY UNDER THE FEDERAL EMPLOYEE'S LIABILITY ACT, INCLUDING CLAIMS FOR STRICT LIABILITY UNDER THE SAFETY APPLIANCE ACT OR THE LOCOMOTIVE INSPECTION ACT, WHENEVER SO CLAIMED.

Contractor further agrees, at its expense, in the name and on behalf of Railway, that it will adjust and settle all claims made against Railway, and will, at Railway's discretion, appear and defend any suits or actions of law or in equity brought against Railway on any claim or cause of action arising or growing out of or in any manner connected with any liability assumed by Contractor under this Agreement for which Railway is liable or is alleged to be liable. Railway will give notice to Contractor, in writing, of the receipt or dependency of such claims and thereupon Contractor must proceed to adjust and handle to a conclusion such claims, and in the event of a suit being brought against Railway, Railway may forward summons and complaint or other process in connection therewith to Contractor, and Contractor, at Railway's discretion, must defend, adjust, or settle such suits and protect, indemnify, and save harmless Railway from and against all damages, judgments, decrees, attorney's fees, costs, and expenses growing out of or resulting from or incident to any such claims or suits.

In addition to any other provision of this Agreement, in the event that all or any portion of this Article shall be deemed to be inapplicable for any reason, including without limitation as a result of a decision of an applicable court, legislative enactment or regulatory order, the parties agree that this Article shall be interpreted as requiring Contractor to indemnify Railway to the fullest extent permitted by applicable law. **THROUGH THIS AGREEMENT THE PARTIES EXPRESSLY INTEND FOR CONTRACTOR TO INDEMNIFY RAILWAY FOR RAILWAY'S ACTS OF NEGLIGENCE.**

It is mutually understood and agreed that the assumption of liabilities and indemnification provided for in this Agreement survive any termination of this Agreement.

2) TERM

This Agreement is effective from the date of the Agreement until (i) the completion of the project set forth herein, and (ii) full and complete payment to Railway of any and all sums or other amounts owing and due hereunder.



3) INSURANCE

Contractor shall, at its sole cost and expense, procure and maintain during the life of this Agreement the following insurance coverage:

A. Commercial General Liability insurance. This insurance shall contain broad form contractual liability with a combined single limit of a minimum of \$2,000,000 each occurrence and an aggregate limit of at least \$4,000,000 but in no event less than the amount otherwise carried by the Contractor. Coverage must be purchased on a post 2004 ISO occurrence form or equivalent and include coverage for, but not limit to the following:

- ◆ Bodily Injury and Property Damage
- ◆ Personal Injury and Advertising Injury
- ◆ Fire legal liability
- ◆ Products and completed operations

This policy shall also contain the following endorsements, which shall be indicated on the certificate of insurance:

- ◆ The definition of insured contract shall be amended to remove any exclusion or other limitation for any work being done within 50 feet of railroad property.
- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

It is agreed that the workers' compensation and employers' liability related exclusions in the Commercial General Liability insurance policy(s) required herein are intended to apply to employees of the policy holder and shall not apply to **Railway** employees.

No other endorsements limiting coverage as respects obligations under this Agreement may be included on the policy with regard to the work being performed under this agreement.

B. Business Automobile Insurance. This insurance shall contain a combined single limit of at least \$1,000,000 per occurrence, and include coverage for, but not limited to the following:

- ◆ Bodily injury and property damage



- ◆ Any and all vehicles owned, used or hired

The policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.
- ◆ Additional insured endorsement in favor of and acceptable to Railway.
- ◆ Separation of insureds.
- ◆ The policy shall be primary and non-contributing with respect to any insurance carried by Railway.

C. Workers Compensation and Employers Liability insurance including coverage for, but not limited to:

- ◆ Contractor's statutory liability under the worker's compensation laws of the state(s) in which the work is to be performed. If optional under State law, the insurance must cover all employees anyway.
- ◆ Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 by disease policy limit, \$500,000 by disease each employee.

This policy shall also contain the following endorsements or language, which shall be indicated on the certificate of insurance:

- ◆ Waiver of subrogation in favor of and acceptable to Railway.

D. Railroad Protective Liability insurance naming only the **Railway** as the Insured with coverage of at least \$2,000,000 per occurrence and \$6,000,000 in the aggregate. The policy Must be issued on a standard ISO form CG 00 35 12 04 and include the following:

- ◆ Endorsed to include the Pollution Exclusion Amendment
- ◆ Endorsed to include the Limited Seepage and Pollution Endorsement.
- ◆ Endorsed to remove any exclusion for punitive damages.
- ◆ No other endorsements restricting coverage may be added.
- ◆ The original policy must be provided to the **Railway** prior to performing any work or services under this Agreement
- ◆ Definition of "Physical Damage to Property" shall be endorsed to read: "means direct and accidental loss of or damage to all property owned by any named insured and all property in any named insured' care, custody, and control arising out of the acts or omissions of the contractor named on the Declarations.

In lieu of providing a Railroad Protective Liability Policy, Licensee may participate (if available) in Railway's Blanket Railroad Protective Liability Insurance Policy.

**Other Requirements:**

Where allowable by law, all policies (applying to coverage listed above) shall contain no exclusion for punitive damages.

Contractor agrees to waive its right of recovery against **Railway** for all claims and suits against **Railway**. In addition, its insurers, through the terms of the policy or policy endorsement, waive their right of subrogation against **Railway** for all claims and suits. Contractor further waives its right of recovery, and its insurers also waive their right of subrogation against **Railway** for loss of its owned or leased property or property under Contractor's care, custody or control.

Allocated Loss Expense shall be in addition to all policy limits for coverages referenced above.

Contractor is not allowed to self-insure without the prior written consent of **Railway**. If granted by **Railway**, any self-insured retention or other financial responsibility for claims shall be covered directly by Contractor in lieu of insurance. Any and all **Railway** liabilities that would otherwise, in accordance with the provisions of this Agreement, be covered by Contractor's insurance will be covered as if Contractor elected not to include a deductible, self-insured retention or other financial responsibility for claims.

Prior to commencing services, Contractor shall furnish to **Railway** an acceptable certificate(s) of insurance from an authorized representative evidencing the required coverage(s), endorsements, and amendments. The certificate should be directed to the following address:

BNSF Railway Company
c/o CertFocus
Toll Free: 877-576-2378
Email: BNSF@certfocus.com

Contractor shall notify **Railway** in writing at least 30 days prior to any cancellation, non-renewal, substitution or material alteration.

Any insurance policy shall be written by a reputable insurance company acceptable to **Railway** or with a current Best's Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the service is to be provided.

If coverage is purchased on a "claims made" basis, Contractor hereby agrees to maintain coverage in force for a minimum of three years after expiration, cancellation or termination of this Agreement. Annually Contractor agrees to provide evidence of such coverage as required hereunder.



Contractor represents that this Agreement has been thoroughly reviewed by Contractor's insurance agent(s)/broker(s), who have been instructed by Contractor to procure the insurance coverage required by this Agreement.

Not more frequently than once every five years, **Railway** may reasonably modify the required insurance coverage to reflect then-current risk management practices in the railroad industry and underwriting practices in the insurance industry.

If any portion of the operation is to be subcontracted by Contractor, Contractor shall require that the subcontractor shall provide and maintain insurance coverage(s) as set forth herein, naming **Railway** as an additional insured, and shall require that the subcontractor shall release, defend and indemnify **Railway** to the same extent and under the same terms and conditions as Contractor is required to release, defend and indemnify **Railway** herein.

Failure to provide evidence as required by this section shall entitle, but not require, **Railway** to terminate this Agreement immediately. Acceptance of a certificate that does not comply with this section shall not operate as a waiver of Contractor's obligations hereunder.

The fact that insurance (including, without limitation, self-insurance) is obtained by Contractor shall not be deemed to release or diminish the liability of Contractor including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by **Railway** shall not be limited by the amount of the required insurance coverage.

In the event of a claim or lawsuit involving **Railway** arising out of this agreement, Contractor will make available any required policy covering such claim or lawsuit.

These insurance provisions are intended to be a separate and distinct obligation on the part of the Contractor. Therefore, these provisions shall be enforceable and Contractor shall be bound thereby regardless of whether or not indemnity provisions are determined to be enforceable in the jurisdiction in which the work covered hereunder is performed.

For purposes of this section, **Railway** shall mean "Burlington Northern Santa Fe LLC", "BNSF Railway Company" and the subsidiaries, successors, assigns and affiliates of each.

4) SALES AND OTHER TAXES

In the event applicable sales taxes of a state or political subdivision of a state of the United States are levied or assessed in connection with and directly related to any amounts invoiced by Contractor to Railway ("Sales Taxes"), Railway shall be responsible for paying only the Sales Taxes that Contractor separately states on the invoice or other billing documents provided to Railway; *provided, however*, that (i) nothing herein shall preclude Railway from claiming whatever Sales Tax exemptions are applicable to amounts Contractor bills Railway, (ii)



Contractor shall be responsible for all sales, use, excise, consumption, services and other taxes which may accrue on all services, materials, equipment, supplies or fixtures that Contractor and its subcontractors use or consume in the performance of this Agreement, (iii) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) that Contractor fails to separately state on the invoice or other billing documents provided to Railway or fails to collect at the time of payment by Railway of invoiced amounts (except where Railway claims a Sales Tax exemption), and (iv) Contractor shall be responsible for Sales Taxes (together with any penalties, fines or interest thereon) if Contractor fails to issue separate invoices for each state in which Contractor delivers goods, provides services or, if applicable, transfers intangible rights to Railway.

Upon request, Contractor shall provide Railway satisfactory evidence that all taxes (together with any penalties, fines or interest thereon) that Contractor is responsible to pay under this Agreement have been paid. If a written claim is made against Contractor for Sales Taxes with respect to which Railway may be liable for under this Agreement, Contractor shall promptly notify Railway of such claim and provide Railway copies of all correspondence received from the taxing authority. Railway shall have the right to contest, protest, or claim a refund, in Railway's own name, any Sales Taxes paid by Railway to Contractor or for which Railway might otherwise be responsible for under this Agreement; provided, however, that if Railway is not permitted by law to contest any such Sales Tax in its own name, Contractor shall, if requested by Railway at Railway's sole cost and expense, contest in Contractor's own name the validity, applicability or amount of such Sales Tax and allow Railway to control and conduct such contest.

Railway retains the right to withhold from payments made under this Agreement amounts required to be withheld under tax laws of any jurisdiction. If Contractor is claiming a withholding exemption or a reduction in the withholding rate of any jurisdiction on any payments under this Agreement, before any payments are made (and in each succeeding period or year as required by law), Contractor agrees to furnish to Railway a properly completed exemption form prescribed by such jurisdiction. Contractor shall be responsible for any taxes, interest or penalties assessed against Railway with respect to withholding taxes that Railway does not withhold from payments to Contractor.

5) EXHIBIT "C" CONTRACTOR REQUIREMENTS

The Contractor must observe and comply with all provisions, obligations, requirements and limitations contained in the Agreement, and the Contractor Requirements set forth on Exhibit "C" attached to the Agreement and this Agreement, including, but not be limited to, payment of all costs incurred for any damages to Railway roadbed, tracks, and/or appurtenances thereto, resulting from use, occupancy, or presence of its employees, representatives, or agents or subcontractors on or about the construction site. Contractor shall execute a Temporary Construction Crossing Agreement or Private Crossing Agreement



(<http://www.bnsf.com/communities/faqs/permits-real-estate/>), for any temporary crossing requested to aid in the construction of this Project, if approved by BNSF.

6) TRAIN DELAY

Contractor is responsible for and hereby indemnifies and holds harmless Railway (including its affiliated railway companies, and its tenants) for, from and against all damages arising from any unscheduled delay to a freight or passenger train which affects Railway's ability to fully utilize its equipment and to meet customer service and contract obligations. Contractor will be billed, as further provided below, for the economic losses arising from loss of use of equipment, contractual loss of incentive pay and bonuses and contractual penalties resulting from train delays, whether caused by Contractor, or subcontractors, or by the Railway performing work under this Agreement. Railway agrees that it will not perform any act to unnecessarily cause train delay.

For loss of use of equipment, Contractor will be billed the current freight train hour rate per train as determined from Railway's records. Any disruption to train traffic may cause delays to multiple trains at the same time for the same period.

Additionally, the parties acknowledge that passenger, U.S. mail trains and certain other grain, intermodal, coal and freight trains operate under incentive/penalty contracts between Railway and its customer(s). Under these arrangements, if Railway does not meet its contract service commitments, Railway may suffer loss of performance or incentive pay and/or be subject to penalty payments. Contractor is responsible for any train performance and incentive penalties or other contractual economic losses actually incurred by Railway which are attributable to a train delay caused by Contractor or its subcontractors.

The contractual relationship between Railway and its customers is proprietary and confidential. In the event of a train delay covered by this Agreement, Railway will share information relevant to any train delay to the extent consistent with Railway confidentiality obligations. The rate then in effect at the time of performance by the Contractor hereunder will be used to calculate the actual costs of train delay pursuant to this agreement.

Contractor and its subcontractors must give Railway's representative Roadmaster (name, mobile #, email) four (4) weeks advance notice of the times and dates for proposed work windows. Railway and Contractor will establish mutually agreeable work windows for the project. Railway has the right at any time to revise or change the work windows due to train operations or service obligations. Railway will not be responsible for any additional costs or expenses resulting from a change in work windows. Additional costs or expenses resulting from a change in work windows shall be accounted for in Contractor's expenses for the project.



Contractor and subcontractors must plan, schedule, coordinate and conduct all Contractor's work so as to not cause any delays to any trains.



IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed by its duly authorized officer the day and year first above written.

Contractor

BNSF Railway Company

By: _____

By: _____

Printed Name: _____

Name: _____
Manager Public Projects

Title: _____

Accepted and effective this _____ day
of _____, 20__.

Address: _____

Address: _____

City: _____

State: _____ Zip: _____

Phone: _____

Fax: _____

On-site Project
Contact Person: _____

Mobile: _____

E-mail: _____

**EXHIBIT D
SPECIAL PROVISION FOR RAILROAD FLAGGING**

**EXHIBIT D
SPECIAL PROVISION FOR RAILROAD FLAGGING**

104-1(a-2) 09
2-6-14

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
RAILROAD FLAGGING**

These Special Provisions revise, amend, and where in conflict, supersede applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

104.18 RAILROAD FLAGGING *(Add the following:)*

Execute and return the right of entry agreement (if required by the railroad) with the contract to the Department within the time period provided for contract execution. Reimburse **RailPros**, hereinafter referred to as the Flagging Contractor, directly for the cost of all railroad flagging required by the Railroad Company due to construction on their property.

The Railroad Company's requirements for flagging and right of entry may vary significantly from those implied by other contract documents. Therefore be informed of the individual Railroad Company's requirements for flagging and right of entry.

For the purpose of bidding, the following information is furnished by the Railroad Company covering the estimated flagging schedule and the estimated cost thereof:

Flagging Services

Flagging services will be required:

- In the event it is necessary for the Contractor to operate his crane or other heavy machinery in the vicinity of the track, as defined by the Railroad Company, which may endanger railroad operations.
- At any time the Contractor is within 25 feet of the track.
- As specified in the right of entry agreement (if required).
- At any other time deemed appropriate by the Railroad Company.

Flaggers

The total cost per eight hour day for one flagger, supervisory personnel, vacation allowances, and retirement and unemployment insurance is **\$1300**. This rate is based on current wage scales for an eight hour basic day, including any additional pay for overtime, rest days and holidays, and is subject to any increases which may result from railroad employees-railroad management negotiations, or which may be authorized by Federal authorities. No additional payment will be made for increases in the above rate if such increases should occur.

Furthermore, the Contractor's final estimate will not be paid until satisfactory evidence that the Flagging Contractor has been fully reimbursed for their flagging

104-1(b-2) 09
2-6-14

services is provided.

Utilities

Fiber optic, communications, control systems, and other types of cables may be buried on Railroad Company property. Contact **Call Okie at 405-840-9955** to assist in determining if cable systems are buried on Railroad Company property to be used before beginning work. Contact the appropriate personnel to have cables located, and make arrangements with the owner of the facility to ascertain the protective measures that must be adhered to prior to the commencement of any work on the Railroad Company's property.

Railroad Operations

Normal train operations over the crossing consists of **Twenty-Nine (29)** trains daily. Details regarding train operations required or desired may be obtained by consulting the Railroad Company: **Joshua Sanders , mobile; 405-695-1431 email; Joshua.Sander2@bnsf.com**

Measurement of Railroad Flagging

The Engineer will measure *Railroad Flagging (Non-Biddable)* as billed by the Flagging Contractor prorated to an eight hour day, as a single operation, regardless of the actual number of personnel needed. For example, if the Contractor is billed by the Flagging Contractor for twelve hours of flagging, this will constitute 1.5 days of *Railroad Flagging*.

For progressive payment to be made, the Contractor will present an original, notarized confirmation that the Flagging Contractor has been reimbursed for the number of eight hour flagging days billed.

Payment for Railroad Flagging

Approved *Railroad Flagging*, as described above, will be paid for at the contract unit price as follows:

Pay Item:	Pay Unit:
<u><i>RAILROAD FLAGGING (NON-BIDDABLE)</i></u>	<u>Day</u>

Payment for *Railroad Flagging (Non-Biddable)* is considered full compensation for furnishing all materials, equipment, labor, and incidentals to complete the work as specified. Any additional costs incurred for railroad flagging will be included in other items bid in the Contract.

104-1(c-2) 19

It is the intent of this provision that the Contractor be reimbursed by the Department at a rate of \$650 per eight hour day (approximately 50% of the rate specified in Subsection 104.18.B above).

107-8(a) 09
8-13-10

**OKLAHOMA DEPARTMENT OF TRANSPORTATION
SPECIAL PROVISIONS
FOR
RAILROAD INSURANCE**

This special provision amends and where in conflict, supersedes applicable sections of the 2009 Standard Specifications for Highway Construction, English and Metric.

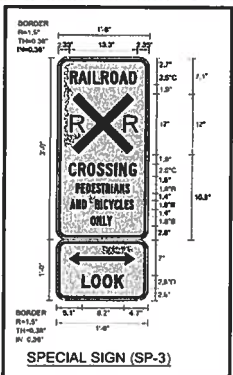
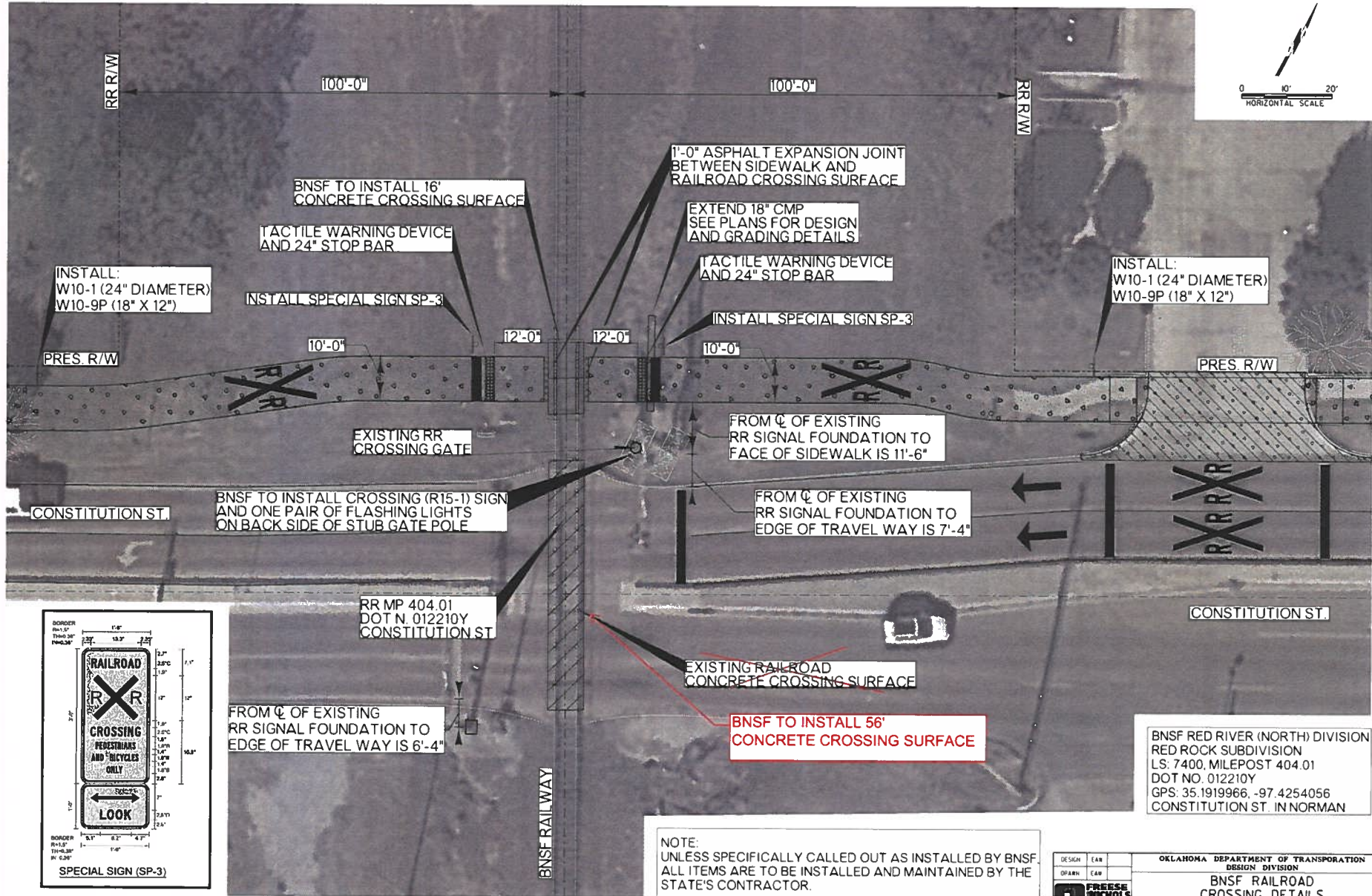
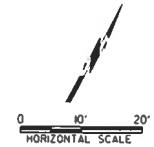
107.12 RESPONSIBILITY FOR DAMAGE CLAIMS

(E) Railroads' Protective Liability and Property Damage Insurance *(Add the following:)*

The amount of insurance to be provided for and on behalf of the BNSF Railway Company is \$5,000,000.00 for all damages arising out of bodily injury, death, and property damage for each occurrence with an aggregate limit of \$10,000,000.00 for the term of the policy.

Prior to issuance of the Notice to Proceed, submit the original copy of the insurance policy, along with one additional copy, to:

Oklahoma Department of Transportation
Construction Division
200 NE 21st Street
Oklahoma City, Oklahoma 73105-3204



NOTE:
UNLESS SPECIFICALLY CALLED OUT AS INSTALLED BY BNSF,
ALL ITEMS ARE TO BE INSTALLED AND MAINTAINED BY THE
STATE'S CONTRACTOR.

BNSF RED RIVER (NORTH) DIVISION
RED ROCK SUBDIVISION
LS: 7400, MILEPOST 404.01
DOT NO. 012210Y
GPS: 35.1919966, -97.4254056
CONSTITUTION ST. IN NORMAN

DESIGN	EAH		OKLAHOMA DEPARTMENT OF TRANSPORTATION DESIGN DIVISION
DRAWN	CAH		
			BNSF RAILROAD CROSSING DETAILS
JOB PIECE NO. 332711041 SHEET NO. R028			

Attachment 1

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-58: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OLSSON ASSOCIATES IN THE AMOUNT OF \$401,500 FOR THE DESIGN OF THE 36TH AVENUE NW (PHASE 3) WIDENING PROJECT FROM INDIAN HILLS ROAD TO MOORE CITY LIMITS.



CITY OF NORMAN, OK STAFF REPORT

Item 17

MEETING DATE: 09/28/2021

REQUESTER: Tim Miles, Capital Projects Manager

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-58: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND OLSSON ASSOCIATES IN THE AMOUNT OF \$401,500 FOR THE DESIGN OF THE 36TH AVENUE NW (PHASE 3) WIDENING PROJECT FROM INDIAN HILLS ROAD TO MOORE CITY LIMITS.

BACKGROUND:

On November 10, 2015, the Norman City Council approved programming Resolution R-1516-42 requesting federal funds to widen 36th Avenue NW (Phase 3), from Indian Hills Road to Moore City Limits. This Resolution states the City's commitment to adhere to the terms and conditions of a federally funded project. Through the Association of Central Oklahoma Governments (ACOG), the Oklahoma Department of Transportation (ODOT) agrees to provide 80% of the cost of construction with a 20% matching share from the City of Norman. The construction cost of this project is estimated to be \$3.4 million. In order to receive the federal funding, the City of Norman is required to enter in an agreement with ODOT to complete the design, acquire all rights-of-way and relocate existing utilities/encroachments at City's cost.

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

On August 19, 2019, City staff advertised Request for Proposal RFP 1920-16 to solicit Consulting Engineering Services for the fourteen (14) bond projects still requiring design. This RFP was written to select a group of approximately five (5) consultants to complete the design on the remaining 2019 Transportation Bond Projects that will be completed over the next ten (10) years. Twenty-two (22) proposals were received by the 4:00 pm deadline on September 12, 2019. The selection committee consisting of three (3) City staff (Scott Sturtz- City Engineer, Tim Miles-Capital Projects Engineer and Paul D'Andrea- Capital Projects Engineer) and two (2) citizens (Luis Malave- ODOT Purcell Resident Engineer and Brent Everett- OU Assistant Director of Architectural & Engineering Services) shortlisted nine (9) consultant teams for interviews held on October 2, 2019. The five (5) consultant teams selected after interviews to complete the design on these projects are:

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

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

This agenda item is to award the 36th Avenue NW (Phase 3) Widening Project-Indian Hills Road to Moore City Limits to Olsson.

DISCUSSION:

The 36th Avenue NW (Phase 3) Widening Project-Indian Hills to Moore City limits is the last segment of 36th Avenue NW that still needs the proposed widening to be designed. City staff included this project in a federal RAISE (Rebuilding American Infrastructure with Sustainability and Equity) grant application submitted this summer that could expedite the construction of this project and the two 2012 Bond projects located immediately south of this project between Tecumseh Road and Indian Hills Road if selected for the grant. As result, City staff proposes to get this project under design so that it will be ready to proceed to construction if we are successful in this our other COVID related federal grant pursuits that would pay 80% of the construction cost.

Olsson is prepared to begin work immediately on this project after the Notice to Proceed is issued to ensure that we are ready to go to construction as soon as federal funds are available.

Olsson's Scope of Services includes:

- Detailed Topographic Survey
- Traffic and Design Analysis
- Design Plan submittals at 30%, 60%, 90% and Final Plan stages
- Public Meetings and Stakeholder Involvement
- Preparing right-of-way acquisition documents
- Construction support and record drawings

Funding for these design services in the amount of \$401,500.00 will come from the 36th Avenue NW (Phase 3) Widening Bond Project Design (Account Org. 50594019, Object 46101, Project BP0425).

RECOMMENDATION:

Staff recommends approval of Contract K-2122-58, between the City of Norman and Olsson, for the 36th Avenue (Phase 3) Widening Project-Indian Hills Road to Moore City Limits in the amount of \$401,500.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Olsson Inc. (CONSULTANT) for the following reasons:

1. OWNER intends to construct NW 36th Street from North of Indian Hills road to the Moore City Limit (the Project); and,
2. OWNER requires certain professional survey, design, analysis and engineering services in connection with the Project (the Services); and,
3. CONSULTANT is prepared to provide the Services.

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 ___th day of _____, 2021.

ARTICLE 2 - GOVERNING LAW

This Agreement shall be governed by the laws of the State of Oklahoma .

ARTICLE 3 - SCOPE OF SERVICES

CONSULTANT shall provide the Services described in Attachment A, Scope of Services.

ARTICLE 4 - SCHEDULE

CONSULTANT shall exercise its reasonable efforts to perform the Services described in Attachment A according to the Schedule set forth in Attachment B.

ARTICLE 5 -COMPENSATION

OWNER shall pay CONSULTANT in accordance with Attachment C, Compensation. Invoices shall be due and payable upon receipt. OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

OWNER shall be responsible for all matters described in Attachment D, OWNER'S Responsibilities. OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by OWNER to CONSULTANT. If OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to CONSULTANT, OWNER shall obtain a license or right to use, including the right to sublicense to CONSULTANT. OWNER hereby grants CONSULTANT the right to use the intellectual property associated with plans, documents or other materials it owns or has the right to use for the limited purpose of performing the Services. OWNER represents that CONSULTANT'S use of such documents will not infringe upon any third parties' rights.

ARTICLE 7 - STANDARD OF CARE

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.

ARTICLE 8 -INDEMNIFICATION AND LIABILITY

Indemnification. The CONSULTANT and the OWNER each hereby agree to defend, 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 attorneys' fees and accountants' fees) caused by an error, omission, or negligent act of the indemnifying party in the performance of services under this Agreement. The CONSULTANT and the OWNER each agree to promptly serve notice on the other party of any claims arising hereunder, and shall cooperate in the defense of any such claims. In any and all claims asserted by any employee of the CONSULTANT 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 CONSULTANT or any of the CONSULTANT'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 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 the OWNER at common law.

Survival. 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, CONSULTANT 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 Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

CONSULTANT 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. OWNER shall require all Project contractors to include OWNER, CONSULTANT, and its parent company, affiliated and subsidiary entities, directors, officers and employees, as additional insureds on their General and Automobile Liability insurance policies, and to indemnify both OWNER and CONSULTANT, each to the same extent

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

CONSULTANT 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 CONSULTANT, 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 construction unless such procurement responsibilities are specifically assigned to CONSULTANT in Attachment A, Scope of Services. In the event the OWNER requests CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to CONSULTANT for review at least 15 days prior to the requested date of execution. CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment, (a) increase CONSULTANT'S legal or contractual obligations or risks; (b) require knowledge, services or responsibilities beyond the scope of this Agreement; or (c) result in CONSULTANT having to certify, guarantee or warrant the existence of conditions whose existence CONSULTANT cannot ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because 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 practitioner of its profession. CONSULTANT does not guarantee that proposals, bids, or actual Project costs will not vary from CONSULTANT'S cost estimates or that actual schedules will not vary from CONSULTANT'S projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by CONSULTANT as deliverables pursuant to the Scope of Services are instruments of service in respect to the Project. They are not intended or represented to be suitable for reuse by OWNER or others on modifications or extensions of the Project or on any other project. Any reuse without prior written verification or adaptation by CONSULTANT for the specific purpose intended will be at OWNER'S sole risk and without liability or legal exposure to CONSULTANT. OWNER shall indemnify and hold harmless CONSULTANT and its subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle CONSULTANT to additional compensation at rates to be agreed upon by OWNER and CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

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

ARTICLE 14 - TERMINATION 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 14 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 written notice to CONSULTANT. CONSULTANT shall terminate or suspend performance of the Services on a schedule acceptable to OWNER, and OWNER shall pay CONSULTANT for all the Services performed. Upon restart of suspended Services, an equitable adjustment shall be made to CONSULTANT'S compensation and the Project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither OWNER nor CONSULTANT shall be considered in default of this Agreement for delays in performance caused by circumstances beyond the reasonable control of the nonperforming party. For purposes of this Agreement, such circumstances include, but are not limited to, abnormal weather conditions; floods; earthquakes; fire; epidemics; 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 CONSULTANT under this Agreement. CONSULTANT shall be granted a reasonable extension of time for any delay in its performance caused by any such circumstances. Should such circumstances occur, the nonperforming party shall, within a reasonable time of being prevented from performing, give written notice to the other party describing the circumstances preventing continued performance and the efforts being made to resume performance of this Agreement.

ARTICLE 16 - NOTICES

Any notice required by this Agreement shall be made in writing to the address specified below:
OWNER:

Tim Miles, P.E.
Capital Projects Manager
City of Norman
P.O. Box 370
Norman, OK 73070

(Olsson):

Russell Beaty
Transportation Team Leader/Vice President
11600 Broadway Ext. Ste. 300
Oklahoma City, OK 73114

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

ARTICLE 17 - DISPUTES

In the event of a dispute between OWNER and CONSULTANT 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 of the dispute by arbitration in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association; provided, however, in the event the parties are unable to reach agreement to arbitrate under terms reasonably acceptable to both parties, either party may pursue resolution in any court having jurisdiction. During the pendency of any dispute, the parties shall continue diligently to fulfill their respective obligations hereunder.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

CONSULTANT hereby affirms its support of affirmative action and that it abides by the provisions of the "Equal Opportunity Clause" of Section 202 of Executive Order 11246 and other applicable laws and regulations. CONSULTANT affirms its policy to recruit and hire employees without regard to race, age, color, religion, sex, sexual preference/orientation, marital status, citizen status, national origin or ancestry, presence of a disability or status as a Veteran of the Vietnam era or any other legally protected status. It is CONSULTANT'S policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. CONSULTANT further affirms completion of applicable governmental employer information reports including the EEO-1 and VETS-1 00 reports, and maintenance of a current Affirmative Action Plan as required by Federal regulations.

ARTICLE 19 - 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 20 - 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 21 - INTEGRATION

This Agreement, including Attachments A, B, C, and D incorporated by this reference, 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.

ARTICLE 22 - SUCCESSORS AND ASSIGNS

OWNER and CONSULTANT 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 23 - ASSIGNMENT

Neither OWNER nor CONSULTANT 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, CONSULTANT 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 CONSULTANT from engaging independent CONSULTANTS, associates, and subcontractors to assist in the performance of the Services.

ARTICLE 24 - NO THIRD PARTY RIGHTS

The Services provided for in this Agreement are for the sole use and benefit of OWNER and CONSULTANT. Nothing in this Agreement shall be construed to give any rights or benefits to anyone other than OWNER and CONSULTANT.

IN WITNESS WHEREOF, OWNER and (Olsson) have executed this Agreement.

DATED this ___th day of _____, 202__.

The City of Norman
(OWNER)

(Olsson) Corporation

Signature _____

Signature James M. Sparks

Name _____

Name James M. Sparks

Title _____

Title Oklahoma Regional Leader

Date _____

Date 9/17/2021

Attest:

Attest:

City Clerk

Phillip L. Beatty
Secretary

Approved as to form and legality this 21 day of Sept 2021.

Christine M. Haddad
City Attorney

ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

DESCRIPTION OF PROJECT

The project is located along 36th Avenue NW from Market Place to the Moore City Limit, in Norman, OK. The purpose of the project is to widen and reconstruct the existing 2-lane roadway to 4-lanes with on-street bicycle lanes. The widening will require the replacement of the drainage structure carrying Little River under 36th Avenue NW and the addition of a stormwater drainage system throughout the corridor. Additionally, ADA compliant sidewalks will be added along each side of the roadway.

DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

1. Grant Application

Assist City staff in gathering data and filling out a RAISE (Rebuilding American Infrastructure with Sustainability and Equity) grant application for this project seeking an 80% federal fund match on this project. The scope of work shall include writing a project description, detailing the benefits of the project, develop cost estimates, address the selection criteria, solicit letters of recommendations, and evaluate the benefit-cost analysis of the project.

2. Roadway / Street

a. **Roadway Design**

36th Avenue NW will be converted from a 2-lane roadway to a 4-lane roadway from Market Place to the Moore City Limit. The facility has a posted speed limit of 50 mph, which will be used as the design speed. The roadway will be widened and reconstructed to 4-lanes that will include on-street bicycle lanes. It is anticipated that the roadway will be constructed with the same asphalt section that was used on the project immediately to the south. ADA compliant sidewalks will also be included along the roadway.

b. **Erosion Control**

Erosion Control plans will be provided for permanent and temporary erosion and sediment control. Silt fencing and inlet sediment filters will be utilized to control erosion.

c. **Street / Roadway Drainage & Localized Hydraulics**

The localized drainage patterns along the corridor will remain the same. The design will account for any existing drainage issues previously known.

d. Storm Sewer

A new storm sewer system will be added to the corridor and will connect to the new RCB being constructed to carry flow along Little River creek.

e. ADA / Sidewalks / Crosswalks

ADA compliant sidewalks, ramps and crosswalks will be included along the corridor. It is anticipated that 5-foot wide sidewalks will extend along both side of the roadway.

f. Multimodal Paths / Trails / Bicycle Lanes

36th Avenue NW is mapped out as an Advanced Route on the City of Norman Bike Routes map. This would include on-street bicycle lanes which are 5-feet in width along the corridor.

3. Traffic

a. Traffic Signing & Striping

The scope includes the preparation of signing and striping plans through the project extents. Plans will be developed in accordance with the latest City of Norman and ODOT standards and specifications.

b. Traffic Control

The scope includes the preparation of sequencing and traffic control plans for each construction phase of the project. The design intent will be to maintain 2 lanes of traffic at all times throughout construction and to allow access to all residences and main entrances within the project limits. Plans will be developed in accordance with the latest City of Norman and ODOT standards and specifications.

4. Bridge / Structural

a. Bridge Design

It is anticipated that the hydraulic study will require a bridge sized culvert to convey flow along Little River under 36th Avenue NW. A bridge sized RCB is anticipated.

b. Hydraulic Study

A Hydrological and Hydraulic (H&H) study for the existing structure located approximately 0.47 miles north of intersection of 36th Avenue NW and West Indian Hills Road will be conducted to determine the functional size of the required future structure at this location.

A preliminary H&H report that includes models for natural, existing, proposed and ultimate conditions to determine their performance during 2- , 5- , 10- , 25- , 50- , 100- and 500-year storm events will be submitted for the staff review and approval. The final H&H report will address all comments generated from the review of the preliminary H&H report.

This scope does not include a Federal Emergency Management Agency (FEMA) map change. The existing structure is located in FEMA regulatory flood Zone A. However, river reaches located a short distance upstream and downstream of this location are located in FEMA regulatory flood Zone AE. If it is decided that the Base Flood Elevation (BFE) needs to be located at this location and the FEMA maps need to be changed as a part of this project, this scope will be amended to include that effort.

5. Survey

The City of Norman Benchmark and Survey Control Network, updated in September 2018, will be used to establish site control for this project. The scope for the design survey requested is as follows:

a. Topographic Survey

Topographic survey will be provided along 36th Avenue NW from the intersection of Market Road north approximately 2000 feet and will include limits to the face of buildings or 100 feet either side of the existing centerline. At the existing RCB, the survey will include 50-foot-wide section 300 feet upstream and downstream from the centerline of the roadway. Flowline elevations of existing channel shall be located not more than a maximum of 25 feet between points. Locate finish floor elevations of buildings near the limits of survey.

All topographic features including, but not limited to, paving, landscape features, and manmade structures will be located. Building faces and any vertical encroachments extending from the building faces will be located.

b. Utility Locates

Utilities with top of rims and inverts (where necessary), utility structures, on the ground and overhead, will be located with the assistance of a utility located created through OKIE811 and, as available, thru the City of Norman GIS database.

c. Property / Right of Way

Right of Way verification along this route will be established using available plats, deeds and right of way plans by records of the Cleveland County Clerk's Office. Parcel ownership information will be shown along the right of way on both sides of 36th Avenue NW. Additionally, the City of Norman/City of Moore limits will be identified.

d. Landowner Notifications

Any areas of the survey that requires access to private property, notification attempts shall first be made by Olsson surveyor. If access is not possible, a letter of intent will be sent to property owner as listed by records of the Cleveland County Clerk's Office.

e. Survey Data Sheets

Survey plan sheets will be included as part of the plan set. The sheets will include the site control and topographic features. This will be performed under direct supervision of a licensed Surveyor in the State of Oklahoma.

6. Geotechnical Testing

Geotechnical Testing is not part of this scope. It is anticipated that the pavement design for this project will match the project immediately to the south. If additional geotechnical studies are needed, they will be performed as a supplement to this contract.

7. Environmental Clearance

a. NEPA Checklist

CONSULTANT responsibility for environmental clearance shall be limited to preparing/completing ODOT's National Environmental Policy Act (NEPA) Checklist

Form in collaboration with OWNER. The NEPA clearance necessary to acquire right-of-way and construct the PROJECT shall be submitted and obtained by ODOT as is the ordinary practice for ACOG/ODOT/FHWA funded projects. Specifically, the CONSULTANT will perform the following tasks:

- Complete ODOT's NEPA Checklist form and necessary studies including field investigations and reports for waters and wetlands, ESA Section 7 assessment, migratory birds and hazardous waste, a cultural resource study and noise study
- Prepare the Adjacent Ownership List and prepare the notification mailout for right-of-entry for environmental clearance. Review & update as necessary
- Coordinate with ODOT as necessary

b. Public Meeting

CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting Public Meeting(s) associated with the project. Specifically, the CONSULTANT will perform the following tasks:

- Conduct the required Public Meeting
- Prepare and publish the required Public Notice advertisement
- Prepare Power Point Presentation and submit to OWNER at least 10 days prior to public meeting and revise as requested
- Attend and present at the Public Meeting as requested by the OWNER
- Prepare responses to questions raised at the Public Meeting
- Prepare meeting minutes
- Prepare various meeting exhibits
- Notify Norman City Council and Politicians of Public Meeting schedule
- Take site pictures of PROJECT

c. Presentation to City Council

CONSULTANT is responsible for facilitating and assisting the OWNER in conducting and documenting a presentation to City Council.

8. Right-Of-Way (R/W)

The CONSULTANT will prepare up to eight (8) exhibits/legal descriptions required for obtaining new rights-of-way/easements along the surveyed corridor. It is anticipated that separate R/W plans, R/W Staking, and acquisition assistance is not included as part of this contract, but can be added through amendment.

a. R/W and/or Easement Staking

Right-of-Way staking will be included as part of the project with the anticipation of providing staking twice during the project life.

9. Utilities

a. Utility Map (color-coded)

CONSULTANT will provide a color-coded set of plan and profile sheets to each utility company affected as determined and necessary to coordinate the project construction and utility relocations

- b. Utility Relocation Coordination**
OWNER will coordinate the relocation of utilities and required for the project and will request written approval from all utility companies as to the accuracy of all facilities on the plans.
- c. Utility Meetings**
CONSULTANT will attend utility relocation meetings with each utility. The meeting will be coordinated by the City of Norman. OWNER will prepare the meeting minutes.
- d. Utility Relocation Plan Review**
CONSULTANT will ensure any utility relocations plans meet the requirements of the project.
- e. Utility Relocation Design**
The design of OWNER owned utility relocations is not included in this scope. If the design or relocation of OWNER-owned utilities is necessary (Such as water and/or sanitary sewer), services will be added to the agreement by written amendment.

10. Construction

- a. Bidding (ACOG/ODOT/FHWA Funded Projects)**
ODOT will assume primary responsibility for the bidding / award process for projects funded by ACOG/ODOT/FHWA. The CONSULTANT will serve the OWNER in a support role during the bidding / award process. CONSULTANT shall (at a minimum) submit all construction documents and plans required by ODOT in the desired format and in conformance with ODOT's standard submittal procedure. Additionally, the CONSULTANT shall attend the Pre-Bid Conference and answer questions from possible contractors, including the development of written responses to the questions received and review of the meeting minutes produced by ODOT.
- b. Construction Support**
CONSULTANT shall attend any scheduled Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs), and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled progress meetings, as required.
- c. Record Drawings**
Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

MEETINGS

The CONSULTANT shall schedule monthly design progress meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project.

DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) opinion of probable cost updates, schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

1. Design Plans – 30/60/90 Milestone Schedule

a. Plan Requirements

Plans shall consist of one (1) Full-size electronic copy (PDF), (1) Half-size electronic copy (PDF), five (5) 11 x 17-inches (half size) prints and one (1) copy of MicroStation files (.dgn).

b. Preliminary (30%) Plans and Design Analysis

The 30% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 30% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Plan and Profile Sheets
- Preliminary Bridge General Plan and Elevation
- Preliminary Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- Opinion of Probable Cost
- Updated Design Schedule

The preliminary plan submittal will be accompanied by a written design analysis (preliminary report). The report will summarize the project scope, approach and design considerations. Proposed solutions will be presented in the report along with estimates and a recommendation. The content of the deliverable will be coordinated with City staff.

c. 60% Plans

The 60% Preliminary Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 60% ODOT Plans Checklist
- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Drainage Map
- Drainage Design Details and Calculation Tables

- Storm Water Management Plan
- Plan and Profile Sheets
- Final Bridge General Plan and Elevation
- Sign and Striping Sheets
- Demolition Sheets
- Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Preliminary Cross Sections
- Preliminary Construction Sequencing (to determine Right-of-Way requirements)
- Opinion of Probable Cost
- Updated Design Schedule

d. Right-of-Way Documents

- 65% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Survey Data Sheets including Utility Data Sheets
- Preliminary Cross Sections
- Right-of-Way and Utility Affidavit (if no right of way is needed and utilities do not need to be relocated or have been cleared)
- Right-of-Way Plans with:
 - Owner Name & Information
 - Book and Page Information, if applicable
 - Easements with Book and Page Information
 - Parcel Numbers
 - Dimensions
 - Overall Parcel Map
- Legal Descriptions with:
 - Written Descriptions
 - Exhibits

e. Final (90%) Plans

The 90% Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 90% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Final Bridge General Plan and Elevation
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets

- 404 Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- Opinion of Probable Cost
- Updated Design Schedule

f. Plans, Specifications, and Estimate (PS&E) Submittal

The 100% Final Design Submittal should include, but is not limited to, the following (some items may not be applicable to every project):

- 100% ODOT Plans Checklist
- Title Sheet
- Typical Section/Detail Sheet
- ODOT Pay Item Lists and Notes
- Summary Sheets
- Storm Water Management Plan
- Erosion Control Sheets
- Plan and Profile Sheets
- Final Bridge General Plan and Elevation
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Survey Data Sheets including Utility Data Sheets
- 404 Worksheets
- Final Cross Sections
- Detail Sheets
- Environmental Mitigation Notes
- Sequence of Construction & Traffic Control Plans
- NOI Form (if applicable)
- Special Provisions Form
- ROW and Utilities Affidavit
- Final Opinion of Probable Cost – in required format
- Bid Documents and/or Documentation as required by OWNER or bidding agency
- Final Design Calculations shall be made available upon request

ADDITIONAL SERVICES NOT INCLUDED

- Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting etc.**
- Full time construction inspection or observation**
- Construction surveying or surveying for as-built conditions**
- Property Acquisition**
- Appraisals, Negotiations & Acquisitions**
- Traffic Study**
- Utility Relocation Plans**
- Geotechnical Services**

**ATTACHMENT B
PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	September, 2021
Survey	45 days after NTP
NEPA Checklist/Approval	200 days after NTP
30% Plans	90 days after NTP
30% Plan Review/Meeting	14 days
60% Plans	90 days after 30% Plan Review Meeting
60% Plan Review/Meeting	14 days
Right-of-Way Documents	30 days after 60% Plan Review Meeting
90% Plans	90 days after 60% Plan Review Meeting
90% Plan Review/Meeting	14 days
Final PS&E	30 days after 90% Plan Review Meeting

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER & ODOT, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

ATTACHMENT C COMPENSATION

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$401,500 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

DESIGN TASK	COMPENSATION
Task 1 – Grant Application	\$63,300
Task 2 – Roadway / Street	\$138,500
Task 3 – Traffic	\$39,500
Task 4 – Bridge / Structural	\$49,400
Task 5 – Survey	\$25,000
Task 6 – Geotechnical Testing	N/A
Task 7 – Environmental Clearance	\$52,800
Task 8 – Right-of-Way	\$8,000
Task 9 – Utilities	\$10,000
Task 10 – Construction	\$15,000
Task 11 – Additional Items	N/A
TOTAL COMPENSATION	\$401,500

**ATTACHMENT D
OWNER'S RESPONSIBILITIES**

Article 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

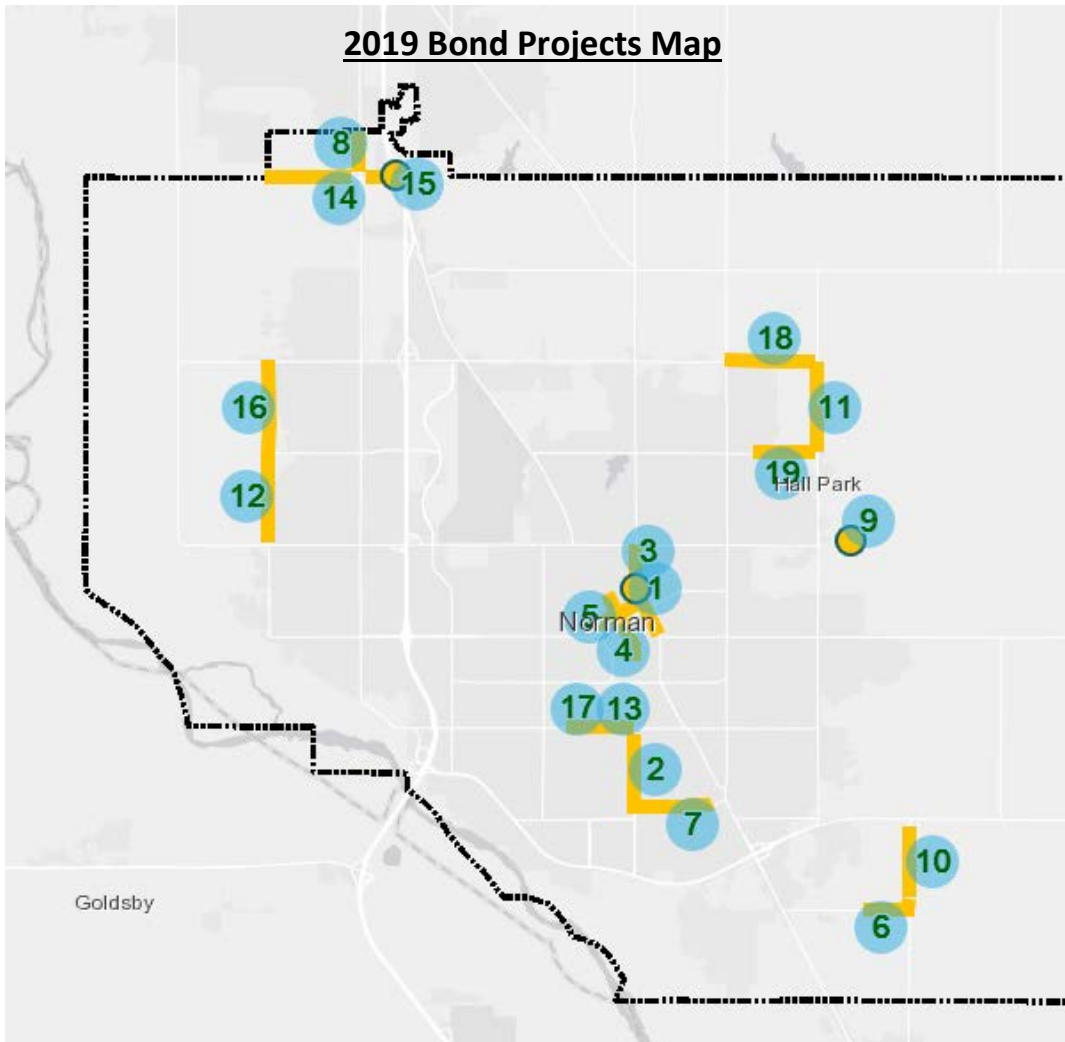
I. OWNER RESPONSIBILITIES

1. Owner shall furnish to CONSULTANT all available information pertinent to PROJECT including previous reports, and any other data relative to design and construction of PROJECT.
2. OWNER shall be responsible for all permit fees.
3. OWNER shall examine all studies, reports, sketches, estimates, specifications, plan drawings, proposals and any other documents presented by the CONSULTANT and render in writing decisions pertaining thereto within a reasonable time so as not to delay SERVICES of CONSULTANT.
4. OWNER shall designate in writing a person to act as its representative in respect to the work to be performed under this AGREEMENT, and such person shall have complete authority to transmit instructions, receive information, interpret and define OWNER's policies and decisions with respect to materials, equipment, elements, and systems pertinent to the services covered by this AGREEMENT.
5. OWNER shall furnish legal assistance as required in the preparation, review, and approval of construction documents.
6. OWNER shall furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
7. OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with PROJECT.

II. SPECIAL RESPONSIBILITIES

1. OWNER shall furnish to CONSULTANT traffic studies as may be required for by ACOG, ODOT, and/or FHWA for consideration of PROJECT funding and/or PROJECT letting.
2. OWNER shall furnish Certificates of Title, Appraisals, and Right-of-Way Acquisition necessary for utility relocations and/or proposed construction of PROJECT.

2019 Bond Projects List		
Construction Year	Project No. on Map	Project Location
2020	1	Porter Avenue and Acres Street
2021	2	Jenkins Avenue - Imhoff Road to Lindsey Street
2021	3	Porter Avenue Streetscape
2022	4	James Garner Avenue - Acres to Duffy
2022	5	Gray Street Two-Way Conversion
2023	6	Cedar Lane Road - East of 24th Avenue SE to 36th Avenue SE
2023	7	Constitution Street - Jenkins to Classen
2024	8	36th Avenue NW - North of Indian Hills Road to Moore City Limit
2024	9	Traffic Management Center
2025	10	36th Avenue SE - Cedar Lane Road to State Highway 9
2025	11	24th Avenue NE - Rock Creek Road to Tecumseh Road
2026	12	48th Avenue NW - Phase 1 - Robinson Street to Rock Creek Road
2027	13	Lindsey Street Special Corridor (Elm Avenue to Jenkins Avenue)
2028	14	Indian Hills Road - 48th Avenue NW to Interstate 35
2028	15	Indian Hills Road and I-35 Interchange Match Funds
2029	16	48th Avenue NW - Phase 2 - Rock Creek Road to Tecumseh Road
2029	17	Lindsey Street Special Corridor (Pickard Avenue to Elm Avenue)
2030	18	Tecumseh Road - 12th Ave NE to 24th Ave NE
2030	19	Rock Creek Road - Queenston to 24th Avenue NE



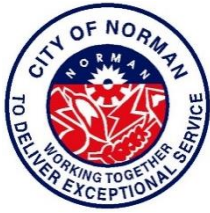


36th Avenue NW (Phase 3) Widening Project Location Map



File Attachments for Item:

18. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN OKLAHOMA OFFICE OF HOMELAND SECURITY STATE HOMELAND SECURITY PROGRAM GRANT IN THE AMOUNT OF \$30,090 TO BE USED BY THE POLICE DEPARTMENT TO PURCHASE NIGHT VISION DEVICES, APPROVAL OF CONTRACT K-2122-60, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

Item 18

MEETING DATE: 09/28/2021

REQUESTER: Lisa Tullius

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN OKLAHOMA OFFICE OF HOMELAND SECURITY STATE HOMELAND SECURITY PROGRAM GRANT IN THE AMOUNT OF \$30,090 TO BE USED BY THE POLICE DEPARTMENT TO PURCHASE NIGHT VISION DEVICES, APPROVAL OF CONTRACT K-2122-60, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The City of Norman has been selected to receive \$30,090 from the Oklahoma Office of Homeland Security (OKOHS) fiscal year 2019 State Homeland Security Program (SHSP). These funds are designated to purchase night vision equipment. The equipment is critical to enhance the Norman Police Department's ability to prevent and respond to threats of violent extremism. Violent extremism requires police intervention to execute high-risk warrants, secure scenes, and place offenders into custody. The City of Norman also houses the University of Oklahoma and enjoys nationally televised college football games each fall along with multiple concerts, festivals, and other large gatherings of people. Additionally, the Norman Police Department participates in several taskforces and interagency events in efforts to support city, county, and state security needs. All of these activities host thousands of participants and present soft targets for extremist groups.

DISCUSSION:

This grant allows the City of Norman to purchase ten (10) pair of night vision monocular devices. This grant is fully funded with no matching required. The vendor, PRG Defense, is a GSA vendor. Agencies receiving items purchased with this grant may be responsible for general maintenance of the purchased equipment if Federal funds are not available. Grant funds are paid on a reimbursement basis.

RECOMMENDATION No. 1: Approval of the grant by Council and acceptance of the contract by the Mayor (by signing and dating the attached OKOHS Memorandum (Schedule A), the Award Document (Schedule B), and the Sub-Recipient Terms and Conditions (Schedule 1, p. 12).

RECOMMENDATION No. 2: Appropriation of \$30,090 from the Special Grant Fund balance (22-29000); and designate \$30,090 to Project GP0044 Miscellaneous Equipment (22660645-45999).

Upon reimbursement, deposit funds into Other Revenue/Homeland Security (226-333352).



Quote

21010 Southbank St | Phone 703.771.3003
 Suite 850 | Fax 571.858.7353
 Sterling, VA 20162 | www.PRGUSA.net

Date: 09/07/21
 Quote Number: 21-7505-AF
 Quote Validity: 90 days

Quote To:

Norman Police Dept.
 Attn: Captain Gary R. Hopcus
 201-B West Gray Street
 Norman OK 73069
 405.366.5226
 Gary.Hopcus@NormanOK.gov

Ship To:

Norman Police Dept.
 Attn: Captain Gary R. Hopcus
 201-B West Gray Street
 Norman OK 73069
 405.366.5226
 Gary.Hopcus@NormanOK.gov

End User	Estimated Delivery	Payment Terms	Reference Number
PD	30-60 days	Net30	Telephone

Line Item	Part Number	Description	Unit Price	Quantity	Extended Price
1	11P1D12PD5P121	PRG Defense PVS-14 3AL2 Gen 3 Auto-Gated "Mk 2"	\$ 2,700.00	10	\$ 27,000.00
2	R10PMHM1	MICH Helmet Mount Assembly (PVS-7, PVS-14)	\$ 300.00	10	\$ 3,000.00
3					
4		Price is in line with GSA contract GS-07F-016DA			
Shipping & Handling:					\$ 90.00
Subtotal:					\$ 30,090.00
Sales Tax:					
Total:					\$ 30,090.00

DUNS: 139131044

Cage Code: 3LQS0

TIN: 20-0345785

Credit Card purchases incur a 3% surcharge

These items may be controlled by the U.S. government and authorized for export only to the country of ultimate destination for use by the ultimate consignee or end-user(s) herein identified. They may not be resold, transferred, or otherwise disposed of, to any other country or to any person other than the authorized ultimate consignee or end-user(s), either in their original form or after being incorporated into other items, without first obtaining approval from the U.S. government or as otherwise authorized by U.S. law and regulations.

Should you have any questions, need clarification, or have specific concerns please do not hesitate to contact [Amy Fisher directly at 703.431.6106](mailto:afisher@prgusa.net) or via e-mail at afisher@prgusa.net.



Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

A Division of Oklahoma Department of Emergency Management

HOMELAND SECURITY GRANT PROGRAM

Sub-Recipient Award Terms and Conditions

Instructions:

The Authorized Official must sign the following required documents and return to our office. Please keep a copy of ALL documents for your records.

1. **OKOHS Memorandum, Schedule “A”.** (*SIGNATURE REQUIRED*)
2. **Sub-recipient Award Document, Schedule “B”.** (*SIGNATURE REQUIRED*)
3. **Sub-recipient Terms and Conditions, Schedule “1”.** (*SIGNATURE REQUIRED, RETURN ONLY PAGE 12*)
4. **Authorization to Sign OKOHS Program Documents, Schedule “3”.** (*SIGNATURES REQUIRED*)
5. **Quarterly Status Report, Schedule “4”.** (*SIGNATURE NOT REQUIRED AT THIS TIME*. This form is included for grant your convenience only. Report due within 15 days following each calendar quarter.)

Homeland Security Grant Program Terms and Conditions

Recipients of Oklahoma Office of Homeland Security (“OKOHS”)/Department of Homeland Security (“DHS”)-Federal Emergency Management Administration (“FEMA”) grant funds (“Sub-recipient(s)”) are urged to carefully review and understand all terms and conditions of the award prior to award acceptance. Failure to comply with these terms and conditions may result in disallowance of costs and recovery of funds and/or suspension or termination of funds and/or award.

As a condition of receipt of this grant, the Sub-recipient understands and agrees:

1. **Acceptance of Post Award Changes (Article XXIII):** In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@dhs.gov if you have any questions.
2. **Acknowledgement of Federal Funding from DHS (Article XXII):** Recipients must acknowledge their use of federal funding when issuing statements, press releases, request for proposals, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.
3. **Activities Conducted Abroad (Article II):** Recipients must ensure that project activities carried on outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.
4. **Age Discrimination Act of 1975 (Article XXIX):** Recipients must comply with the requirements of the Age Discrimination Act of 1975, Pub. L. No. 94-135 (1975) (codified as amended at Title 42, U.S. Code, section 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance
5. **Allowable Costs:** The recipient agrees that all allocations and use of funds under this grant will be in accordance with the Notice of Funding Opportunity (NOFO).

OKOHS requires that Costs charged to this project are subject to advance written approval by OKOHS.

OKOHS requires that only food and beverages **approved in writing** by OKOHS in advance will be permitted to be purchased with DHS/FEMA funds. As a general rule, FEMA and OKOHS discourage the use of federal funding for food and beverages. While there may be limited exceptions made to this rule that apply solely to working lunches, a strict reasonableness standard must be maintained.

OKOHS requires that use of DHS/FEMA funding to pay for speaker fees **must be approved in writing** by OKOHS in advance any time the speaker is paid in excess of \$100 per hour for services.

6. **Americans with Disabilities Act of 1990 (Article VIII):** Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. No. 101-336 (1990) (codified as amended at 42 U.S.C. sections 12101-12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
7. **Assurances, Administrative requirements and Cost Principals, Representation and Certifications (Article XXXI):** DHS financial assistance recipients must complete either, the Office of Management and Budget (OMB) Standard Form 424B Assurances - Non-Construction Programs, or OMB Standard Form 424D Assurances - Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances applicable to their program as instructed by the awarding agency. Please contact the DHS FAO if you have any questions. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform

Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200, and adopted by DHS at 2 C.F.R. Part 3002.

8. **Audit Requirements:** The Sub-recipient agrees to comply with the requirements of the [2 C.F.R. Part 200 Section F](#). Entities that expend \$750,000 or more in Federal funds (from all sources) in a fiscal year require an organization-wide financial and compliance audit report. The audit must be performed in accordance with the Government Accountability Office Government Auditing Standards, Audits of States, Local Governments, and Non-Profit Organizations. Sub-recipients are required to submit to OKOHS (within 90 days of completion) a copy of any audit report received by Sub-recipient in connection with any audit performed by or as a requirement of any regulatory body (federal, state or local) that is conducted with respect to activity taking place during the term of the OKOHS/DHS/FEMA Award. OKOHS will review the audit and determine if any findings exist which may impact the ability of the Sub-recipient to continue to receive funds pursuant to this grant or future funding opportunities.
9. **Best Practices for Collection and Use of Personally Identifiable Information (PII) (Article XLI):** Recipients who collect PII are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines personally identifiable information (PII) as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: [Privacy Guidance](#) and [Privacy template](#) as useful resources respectively.
10. **Civil Rights Act of 1964 – Title VI (Article XX):** Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. section 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at [6 C.F. R., Part 21](#) and [44 C.F.R. Part 7](#).
11. **Civil Rights Act of 1968 (Article XI):** Recipients must comply with [Title VIII of the Civil Rights Act of 1968](#), Pub. L. No. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. section 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at [24 CFR Part 100](#). The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features (see [24 CFR Part 100, Subpart D](#).)
12. **Community Emergency Response Team (CERT) Training:** That any CERT training funded with OKOHS/FEMA grant funds will be conducted by OKOHS approved trainers.
13. **Compliance Agreement:** The Sub-recipient agrees to abide by all Terms and Conditions including "Special Conditions" placed upon the grant award by OKOHS. Failure to comply could result in a "Stop Payment" being placed on the grant.
14. **Commingling of Funds:** The Sub-recipient is prohibited from commingling funds on either a program-by-program or a project-by-project basis without prior written approval of OKOHS and DHS/FEMA. The accounting systems of all Sub-recipients must ensure that agency funds are not commingled with funds from other awards or Federal agencies. Each award must be accounted for separately.
15. **Confidential Information:** Any reports, information, data, etc., given to, prepared or assembled by the Sub-recipient under this grant, which OKOHS requests to be kept confidential, shall not be made available to any individual or organization by the Sub-recipient without prior written approval of OKOHS.
16. **Conflict of Interest:** Sub-recipients should take every precaution to avoid the appearance of a conflict of interest. Violations of the conflict of interest standards may result in criminal, civil, or administrative penalties. In the use of agency project funds, officials or employees of State or local units of government shall avoid any action that might result in, or create the appearance of:
 - Using his or her official position for private gain;
 - Giving preferential treatment to any person;
 - Losing complete independence or impartiality;

- Making an official decision outside official channels; or
 - Affecting adversely the confidence of the public in the integrity of the government or the program. For example, where a Sub-recipient of federal funds makes sub-awards under any competitive process and an actual conflict or an appearance of a conflict of interest exists, the person for whom the actual or apparent conflict of interest exists should recuse himself or herself not only from reviewing the application for which the conflict exists, but also from the evaluation of all competing applications.
17. **Copyright (Article X):** Recipients must affix the applicable copyright notices of [17 U.S.C. sections 401 or 402](#) and an acknowledgement of U.S Government sponsorship (including award number) to any work first produced under federal financial assistance awards.
18. **Data Universal Numbering System (DUNS) Numbers:** The Sub-recipient will obtain a Data Universal Numbering System (DUNS) Number (a nine-digit number established and assigned by Dun and Bradstreet, Inc. (D&B) to uniquely identify business entities) for its organization and provide that number to OKOHS as a precondition of funding reimbursement under the grant. A DUNS number may be obtained from D&B by telephone (currently 866.705.5711) or via the Internet at <http://fedgov.dnb.com/webform>.
19. **Debarment and Suspension (Article VI):** Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) [12549](#) and [12689](#), which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R., Part 3000. These regulations restrict federal financial assistance awards, sub awards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
20. **DHS Specific Acknowledgements and Assurances (Article XVII):** All recipients, sub-recipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff.
1. Recipients must cooperate with any compliance reviews or compliance investigations conducted by DHS
 2. Recipients must give DHS access to, and the right to examine and copy, records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities, personnel, and other individuals and information as may be necessary, as required by DHS regulations and other applicable laws or program guidance.
 3. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports.
 4. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law or detailed in program guidance.
 5. Recipients of federal financial assistance from DHS must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award or, for State Administering Agencies, thirty (30) days from receipt of the DHS Civil Rights Evaluation Tool from DHS or its awarding component agency. Recipients are required to provide this information once every two (2) years as long as they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>.
 6. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.
21. **Disposition of Equipment Acquired Under the Federal Award (Article XV):** When original or replacement equipment acquired under this award by the recipient or its sub-recipients is no longer needed for the original project or program or for

other activities currently or previously supported by DHS/FEMA, you must request instructions from DHS/FEMA to make proper disposition of the equipment pursuant to [2 C.F.R. § 200.313](#).

22. **Drug-Free Workplace Regulations (Article XXXIV):** Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of [2 CFR part 3001](#), which adopts the Government-wide implementation ([2 CFR part 182](#)) of sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. sections 8101-8106).
23. **Duplication of Benefits (Article IX):** Any cost allocable to a particular federal financial assistance award provided for in [2 C.F.R. Part 200, Subpart E](#) may not be charged to other federal financial assistance awards to overcome fund deficiencies, to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions, or for other reasons. However, these prohibition would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
24. **Education Amendments of 1972 (Equal Opportunity in Education Act) - Title IX (Article XXVIII):** Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. No. 92-318 (1972) (codified as amended at 20 U.S.C. section 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at [6 C.F.R. Part 17](#) and [44 C.F.R. Part 19](#).
25. **Energy Policy and Conservation Act (Article XXXVII):** Recipients must comply with the requirements of The Energy Policy and Conservation Act, Pub. L. No. 94-163 (1975) (codified as amended at 42 U.S.C. section 6201 et seq.) which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
26. **Environmental and Historic Preservation (EHP):** The Sub-recipient shall comply with all applicable Federal, State, and local environment and historic preservation (EHP) requirements and shall provide any information requested by FEMA to ensure compliance with applicable laws including: National Environmental Policy Act, National Historic Preservation Act, Endangered Species Act, and Executive Orders on Floodplains (11988), Wetlands (11990) and Environmental Justice (12898). Sub-recipient shall not undertake any project having the potential to impact EHP resources without the prior approval of FEMA's EHP division, including but not limited to communications towers, physical security enhancements, new construction, modifications to buildings, ground disturbance, and the purchase and use of sonar equipment. Sub-recipients should submit the FEMA EHP Screening Form to OKOHS for each project as soon as possible following receipt of their grant award. Any construction activities that have been initiated prior to the full environmental and historic preservation review could result in a non-compliance finding. Failure of the Sub-recipient to meet Federal, State, and local EHP requirements and obtain applicable permits may jeopardize Federal funding.
27. **Environmental Planning and Historic Preservation (Article XLII):** DHS/FEMA funded activities that may require an EHP review are subject to FEMA's Environmental Planning and Historic Preservation (EHP) review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires recipient to comply with all federal, state, and local laws. Failure to obtain all appropriate federal, state, and local environmental permits and clearances may jeopardize federal funding.

DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP Review process, as mandated by the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and, any other applicable laws and Executive Orders. To access the FEMA's EHP screening form and instructions, go to the DHS/FEMA website at: <https://www.fema.gov/media-library/assets/documents/90195>. In order to initiate EHP review of your project(s), you (sub-recipient) must complete all relevant sections of this form and submit it to OKOHS to complete and forward to Grant Programs Directorate (GPD) along with all other pertinent project information. Failure to provide requisite information could result in delays in the release of grant funds.

If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered, applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

28. **Equipment:** Only equipment that is **approved in writing** by OKOHS will be permitted to be purchased with DHS/FEMA

funds. As a general rule, equipment purchased with OKOHS funding must be allowable for the respective grant program funds to be used in accordance with DHS's "Authorized Equipment List".

When practicable, any equipment purchased with grant funding shall be prominently marked as follows: "Purchased with funding from the Oklahoma Office of Homeland Security with funds provided by the U.S. Department of Homeland Security." Please contact OKOHS when equipment is received to request appropriate labels.

Personnel must be properly trained to use the equipment purchased under this grant program in accordance with all applicable federal, state and local laws including, but not limited to regulations established by EPA, OSHA, and NFPA. By signing and submitting grant acceptance documents, the authorized official certifies employees have received or will receive required training prior to utilizing equipment purchased with OKOHS/FEMA funding.

To be responsible for replacing or repairing equipment that is lost, stolen, damaged, or destroyed as a result of Sub-recipient's willful or negligent action. The non-Federal entity provides the equivalent insurance coverage for real property and equipment acquired or improved with Federal funds as provided to property owned by the non-Federal entity. Property losses should be reported to OKOHS immediately.

To maintain a state of readiness for equipment and personnel to respond to a terrorist incident.

29. **Exercises:** Any exercise conducted with OKOHS grant funds must comply with Homeland Security Exercise and Evaluation Program (HSEEP) and Nation Incident Management System (NIMS) requirements. These requirements can be found at http://www.fema.gov/media-library-data/20130726-1914-25045-8890/hseep_apr13_.pdf. Exercise documentation, including but not limited to: objectives, after-action reports, and participants, must be coordinated with and submitted to the OKOHS Training and Exercise Coordinator.
30. **False Claims Act and Program Fraud Civil Remedies (Article XXV):** Recipients must comply with the requirements of The False Claims Act, 31 U.S.C. Sections 3729-3733, which prohibits the submission of false or fraudulent claims for payment to the federal government. (See 31 U.S.C. Sections 3801-3812, which details the administrative remedies for false claims and statements made.)
31. **Federal Debt Status (Article XXXIX):** All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See [OMB Circular A-129](#).)
32. **Federal Leadership on Reducing Text Messaging while Driving (Article V):** Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in [E.O. 13513](#), including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the federal government.
33. **Financial Guidelines:** The Sub-recipient shall comply with the most recent version of the Administrative Requirements, Cost Principles, and Audit Requirements.
34. **Fly America Act of 1974 (Article VII):** Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under [49 U.S.C. section 41102](#)) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, [49 U.S.C. section 40118](#), and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, [amendment](#) to Comptroller General Decision B-138942.
35. **Fusion Center:** The Sub-recipient agrees that any funds utilized to establish or enhance state and local fusion centers must support the development of a statewide fusion process that corresponds with the Global Justice/Homeland Security Advisory Council (HSAC) Fusion Center Guidelines and achievement of a baseline level of capability as defined by the Fusion Capability Planning Tool.

The Sub-recipient agrees that Homeland Security Information Network (HSIN) must serve as the primary vehicle by which information/intelligence is shared with DHS/FEMA as part of the fusion process across the Federal, State, local, regional, tribal and private sectors. All statewide information sharing and analysis centers utilizing HSGP funds must establish connectivity with the DHS/FEMA Homeland Security Operations Center (HSOC) via the HSIN to comply with FEMA policy legislation as outlined in the Program Guidance.

36. **Hotel and Motel Fire Safety Act of 1990 (Article XIV):** In accordance with Section 6 of the *Hotel and Motel Fire Safety Act of 1990*, 15 U.S.C. section 2225a, recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of the *Federal Fire Prevention and Control Act of 1974*, (codified as amended at 15 U.S.C. section 2225.)
37. **Interest and Other Program Income:** The applicant agrees to be accountable for all interest or other income earned by the Sub-recipient with respect to sub-recipient funds or as a result of conduct of the project (sale of publications, registration fees, service charges, etc.) All program income generated by this grant during the project must be reported to OKOHS quarterly and must be put back into the project or be used to reduce the Grantor participation in the program. The use or planned use of all program income must have prior written approval from OKOHS.
38. **Interoperable Equipment:** That interoperability of equipment and establishment of multi-regional mutual aid is strongly encouraged and in some cases may be mandated by OKOHS.
- *Interoperable Communications (IOC) equipment must comply with OKOHS state minimum standards (see http://www.ok.gov/homeland/Interoperable_Communications/Minimum_Standards_for_Communication_Equipment_Purchases/index.html)**
39. **Inventory:** During the term of this grant and for three years following termination of the OKOHS/DHS/FEMA grant which may be extended beyond the date set in the attached Sub-Recipient Award document the Sub-recipient is responsible for proper reporting, for maintenance of an inventory tracking system and for assuring the location of all equipment purchased through this grant. A physical inventory of the property must be taken, the results reconciled with the property records at least once every two years, and submitted to OKOHS. Inventory records must be maintained which include:
- Description of the property;
 - Serial number or other identification number;
 - Source of the property;
 - Identification of title holder;
 - Acquisition date;
 - Cost of the property;
 - Percentage of Federal participation in the cost of the property;
 - Location of the property;
 - Use and condition of the property; and
 - Disposition data, including the date of disposal and sale price.
40. **Leverage of Funding:** To leverage all available funding and resources when possible in order to support and sustain efforts and to maximize the effectiveness of the OKOHS/FEMA funding.
41. **Limited English Proficiency (Civil Rights Act of 1964, Title VI) (Article XIII):** Recipients must comply with the *Title VI of the Civil Rights Act of 1964*, (42 U.S.C. Section 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance <https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited> and additional resources on <http://www.lep.gov>.
42. **Lobbying Prohibitions (Article XXVII):** Recipients must comply with 31 U.S.C. Section 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
43. **Monitoring:** The Sub-recipient agrees to comply with monitoring requirements of OKOHS including, but not limited to, a willingness to provide reasonable access to relevant records, equipment and maintenance of an up to date equipment inventory.
44. **National Environmental Policy Act (Article XXX):** Recipients must comply with the requirements of the [National](#)

[Environmental Policy Act](#) of 1969 (NEPA), Pub. L. No. 91-190 (1970) (codified as amended at 42 U.S.C. section 4321 et seq.) and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans.

45. **National Incident Management System (NIMS) Implementation:** To comply with any National Incident Management Systems (NIMS) compliance requirements as set forth by OKOHS or the NIMS Integration Center including, but not limited to, ongoing NIMS compliance by the Sub-recipient jurisdiction during the term of the grant.
46. **Nondiscrimination in Matters Pertaining to Faith-Based Organizations (Article XXVI):** It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
47. **Non-Supplanting Requirement (Article XXXIII):** Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
48. **Notice of Funding Opportunity Requirements (Article XLI):** All of the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
49. **Obligation of Grant Funds:** That all grant funds must be obligated and expended within the project period set forth on the Sub-recipient award document (Schedule B) unless OKOHS provides a written exception or extension to the Sub-recipient. Any funds not properly obligated and expended by the Sub-recipient during the project period will lapse and revert to OKOHS for potential reallocation to other allowable uses in accordance with DHS/FEMA guidelines.
50. **Patents and Intellectual Property Rights (Article XVI):** Recipients are subject to the [Bayh-Dole Act, 35 U.S.C. section 200 et seq.](#), unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at [37 C.F.R. Part 401](#) and the standard patent rights clause located at 37 C.F.R. Section 401.14.
51. **Political Activity:** That it will not use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government, without the express prior written approval of the Oklahoma Office of Homeland Security (OKOHS) and the Department of Homeland Security (DHS)/ the Federal Emergency Management Administration (FEMA).
52. **Prior Approval for Modification of Approved Budget (Article XXI):** Before making any change to the DHS/FEMA approved budget for this award, you must request prior written approval from DHS/FEMA where required by 2 C.F.R. Section 200.308. DHS/FEMA is also utilizing its discretion to impose an additional restriction under 2 C.F.R. Section 200.308(e) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the Federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from DHS/FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget DHS/FEMA last approved. You must report any deviations from your DHS/FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.
53. **Procurement:** When procuring property and services under a Federal award, state recipients must follow the same policies and procedures it uses for procurements from its non-Federal funds and ensure that every purchase order or other contract includes any clauses required by section 200.326. Local recipients will follow 200.318 General procurement standards

through 200.326 contract provisions, unless the local recipients' procurement procedures are more stringent than the federal procurement standards.

That all procurement transactions, whether negotiated or competitively bid and without regard to dollar value, shall be conducted in a manner that will provide maximum open and free competition.

The recipient is taking all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible 2CFR 200.321.

54. **Procurement of Recovered Materials (Article XVIII):** States, political subdivisions of states, and their contractors must comply with Section 6002 of the *Solid Waste Disposal Act*, Pub. L. No. 89-272 (1965) (codified as amended by the *Resource Conservation and Recovery Act*, 42 U.S.C. section 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.
55. **Program Guidance:** To comply with all applicable laws, regulations and the applicable Notice of Funding Opportunity. All allocations and uses of funds under this grant will be in accordance with the Homeland Security Grant Program Guidelines and Application Kit, or where applicable the Notice of Funding Opportunity, collectively referred to as the Program Guidance. All Sub-recipients are assumed to have read, understood, and accepted the Program Guidance. The following link will provide access to the respective Grant Year's Program Guidance and Application Kits:
<https://www.fema.gov/homeland-security-grant-program>

That the use of all funds under this grant must support the goals and objectives included in the State Homeland Security Strategy and/or the Urban Area Homeland Security Strategy. Allocations and use of grant funds must also support the Investments identified in an Investment Justification, which may have been submitted as part of OKOHS's application for federal funding.

To utilize grant funds for the furthering of the OKOHS State Strategy, the National Preparedness Guidelines and the DHS/FEMA defined National Priorities.

To comply with grant closeout procedures established by OKOHS.

56. **Project Implementation:** The Sub-recipient agrees to implement and complete this project within the project period of the grant or be subject to forfeiture of grant funds.
- That this project will be administered by the local or state governmental entity having authority and responsibility for its completion and that such entity will ensure institutional, managerial and financial capability for proper planning, management and completion of approved projects.

That the projects funded with this grant should demonstrate multi-disciplinary coordination of response efforts, including but not limited to: emergency medical services, emergency management, fire service, law enforcement, hazardous materials, public works, public health, health care facilities, military, government administration, private sector, citizens and communications.

57. **Property Control/Disposition:** Effective control and accountability must be maintained for all personal property. Sub-recipients must adequately safeguard all such property and must assure that it is used solely for authorized purposes. Sub-recipients should exercise caution in the use, maintenance, protection and preservation of such property.

Title – Title to grant-funded equipment will continue to be held by the recipient or sub-recipient who purchase the equipment. The regulation establishes, however, that this title is a conditional title, meaning that the title is conditioned on the recipient or sub-recipient complying with the use, management and disposition requirements for the equipment in the [2 C.F.R § 200.313](#), and all other [2 C.F.R Part 200](#) requirements related to the property management that are applicable to equipment.

Encumbering Equipment – Additionally, recipients and sub-recipients may encumber grant-funded equipment without prior approval from FEMA or the pass-through entity. Recipients with specific questions about encumbering equipment should refer to their program NOFO or contact their program Analyst.

58. **Protected Critical Infrastructure Information (PCII):** That Protected Critical Infrastructure Information (PCII) will be treated in a manner consistent with the Critical Infrastructure Information Act of 2002 (Public Law 107-296) (CII Act), which created a new framework, that enables State and local jurisdictions and members of the private sector to voluntarily submit sensitive information regarding critical infrastructure to DHS/FEMA. The Act also provides statutory protection for voluntarily shared CII from public disclosure and civil litigation. If validated as PCII, these documents can only be shared with authorized users who agree to safeguard the information. PCII accreditation is a formal recognition that the covered government entity has the capacity and capability to receive and store PCII. DHS requires all State Administering Agencies (SAAs) to complete the PCII accreditation process. Accreditation activities include signing a memorandum of agreement (MOA) with DHS, appointing a PCII Officer, and implementing a self-inspection program.
59. **Publications:** That all publications created with funding under this grant shall prominently contain the following statement: “This Document was prepared under a grant from the Federal Emergency Management Administration (FEMA) Grant Programs Directorate (GPD), U.S. Department of Homeland Security (DHS). Points of view or opinions expressed in this document are those of the authors and do not necessarily represent the official position or policies of FEMA/GPD or DHS.”
60. **Recording and Documentation of Receipts and Expenditures:** Sub-recipient’s accounting procedures must provide for accurate and timely recording of receipt of funds by source of expenditures made from such funds and unexpended balances. These records must contain information pertaining to grant awards, obligations, unobligated balances, assets, liabilities, expenditures and program income. Controls must be established which are adequate to ensure that expenditures charged to the sub-grant activities are for allowable purposes. Additionally, effective control and accountability must be maintained for all grant cash, real and personal property and other assets. Accounting records must be supported by such source documentation as cancelled checks, paid bills, payrolls, time and attendance records, contract documents, grant award documents, etc.
61. **Rehabilitation Act of 1973 (Article XXIV):** Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. No. 93-112 (1973), (codified as amended at 29 U.S.C. section 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
62. **Reports:** To provide the required quarterly status reports and other information and documentation that may be requested by OKOHS.
- To cooperate with any assessments, national evaluation efforts, or information or data collection requests related to any activities within this project.
- To provide DHS/FEMA and OKOHS reasonable assistance with assessments conducted to (a) determine the existing level of preparedness within the Sub-recipient’s jurisdiction; (b) determine the homeland security related needs of the jurisdiction, and (c) measure progress in achieving state and federal preparedness goals.
63. **Reporting of Matters Related to Recipient Integrity and Performance (Article III):** If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this Federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
64. **Reporting Sub-awards and Executive Compensation (Article XXXVI):** Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at [2 C.F.R. Part 170, Appendix A](#), the full text of which is incorporated here by reference in the award terms and conditions.
65. **Retention of Records:** Any records relevant to the grant must be retained for at least three years following the termination date, which may be extended beyond the scheduled termination date, of the OKOHS/DHS/FEMA grant (OKOHS will provide the notice on the OKOHS web site under the grants section regarding the start date of this three year period). In accordance with the requirements set forth in the [2 C.F.R Part 200](#), all financial records, supporting documents, statistical

records, and all other records pertinent to the award shall be retained by each organization for at least three years from the date of submission of the final expenditure report. In cases where litigation, a claim, or an audit is initiated prior to expiration of the three year period, records must be retained until completion of the action and resolution of issues or the end of the three year period, whichever is later. Retention is required for purposes of Federal examination and audit. Records may be retained in an electronic format.

66. **SAFECOM (Article XLII):** Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the [SAFECOM](#) Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.
67. **Sanctions:** If a Sub-recipient materially fails to comply with the terms and conditions of an award, OKOHS or DHS/FEMA may take one or more of the following actions, as appropriate in the circumstances:
- Temporarily withhold cash payments pending correction of the deficiency by the Sub-recipient.
 - Disallow (that is, deny both use of funds and any applicable matching credit for) all or part of the cost of the activity or action not in compliance.
 - Wholly or partly suspend or terminate the current award.
 - Withhold future awards for the project or program.
 - Pursue any other legal remedy that may be available.
 - Require reassignment of any tangible or intangible items purchased with OKOHS grant funding to another local jurisdiction.

Prior to taking action, OKOHS will provide the Sub-recipient reasonable notice of intent to impose measures and will make efforts to resolve the problem informally.

68. **Summary Description of Award (Article I):** The purpose of the FY 2020 HSGP is to support state and local efforts to prevent terrorism and other catastrophic events and to prepare the Nation for the threats and hazards that pose the greatest risk to the security of the United States. The HSGP provides funding to implement investments that build, sustain, and deliver the 32 core capabilities essential to achieving the National Preparedness Goal of a secure and resilient Nation. Among the five basic homeland security missions noted in the DHS Quadrennial Homeland Security Review, HSGP supports the goal to Strengthen National Preparedness and Resilience. The building, sustainment, and delivery of these core capabilities are not exclusive to any single level of government, organization, or community, but rather, require the combined effort of the whole community. This HSGP award consists of State Homeland Security Program (SHSP) funding in the amount of \$4,287,500.00. This grant program funds a range of activities, including planning, organization, equipment purchase, training, exercises, and management and administration across all core capabilities and mission areas.
69. **Terrorist Financing (Article XIX):** Recipients must comply with [E.O. 13224](#) and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
70. **Trafficking Victims Protection Act of 2000 (TVPA) (Article IV):** Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106(g) of the *Trafficking Victims Protection Act of 2000* (TVPA), codified as amended at 22 U.S.C. Section 7104. The award term is located at 2 C.F.R. Section 175.15, the full text of which is incorporated here by reference.
71. **Training:** All requested or relevant training records of Sub-recipients must be submitted to the OKOHS Training and Exercise Coordinator.
72. **Unauthorized Expenditures:** Examples of **unauthorized expenditures** include but are not limited to:
- Hiring of Public Safety Personnel
 - General use equipment including but not limited to items jurisdictions would normally be expected to have.
 - Items not pre-approved by OKOHS
 - Exercise related costs for non-expendable equipment items (e.g., electronic messaging signs) and/or vehicle/emergency response apparatus costs (other than the cost of fuel/gasoline, which is allowable)

73. **Universal Identifier and System of Award Management (Article XXXV):** Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at [2 C.F.R. Part 25, Appendix A](#), the full text of which is incorporated here by reference.
74. **USA Patriot Act of 2001 (Article XXXII):** Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), Pub. L. No. 107-56, which amends 18 U.S.C. sections 175-175c.
75. **Use of DHS Seals, Logo, and Flags (Article XL):** Recipients must obtain permission from their DHS FAO, prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
76. **Whistleblower Protection Act (Article XXXVIII):** Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C Section 2409, 41 U.S.C. section 4712, and 10 U.S.C. Section 2324, 41 U.S.C. Sections 4304 and 4310.
77. **Written Approval of Changes:** Sub-recipient must notify OKOHS in writing of any events or changes requiring adjustment in the grant award. Examples include but are not limited to: changes of address, project manager, project site, budget categories or scope.

Authorized Official:

Name *Please type or print*

Signature

Date



SIGNATURE AUTHORIZATION

Required to sign all OKOHS subgrant documents

PROJECT CONTACT/SECONDARY AUTHORIZED OFFICIAL INFORMATION

PRINT Name		
Title		
Agency		
Mailing Address		State
		Zip
Phone #	Fax #	Email

Primary Contact Signature

Date

OPTIONAL Secondary Contact

Authorized to sign subgrant documents? Yes No
(If "yes," please sign below)

PRINT Name	Title / Agency
Email	Phone #

Secondary Contact Signature

Date

AGENCY/JURISDICTION CHIEF EXECUTIVE OFFICER – PRIMARY AUTHORIZED OFFICIAL INFORMATION

City or County Official (Mayor, City Manager, County Commissioner)

I hereby authorize the individual(s) identified above to act on my behalf in coordination with the Oklahoma Office of Homeland Security (OKOHS) and to sign all documentation related to this subgrant.

PRINT Chief Executive Officer Name	OKOHS Award #
Title	Phone #
Jurisdiction (City, County, etc.)	Email
Mailing Address	State
	Zip

Chief Executive Officer Signature

Date

Form Revised as of: September 10, 2007

If any of the above information changes please submit a new **SIGNATURE AUTHORIZATION FORM** to OKOHS immediately.



QUARTERLY STATUS REPORT

OKOHS Award

Dollar Amount of this Award
\$ _____ (A)

Total Dollar Amount of this Award spent or encumbered (binding contract to purchase in effect) as of the end of the current quarter :
\$ _____

Dollar Amount you have Requested from OKOHS as of end of current quarter:
\$ _____ (B)

Dollar Amount Not yet requested as of end of current quarter:
\$ _____ (A-B)

Dollar Amount Being Released to OKOHS
\$ _____

INSTRUCTIONS:

- Fax, mail or email this completed form to OKOHS within 15 days of the end of each calendar **quarter**.
- Submit separate quarterly status reports for **each** OKOHS award.
- Submit a **“Final Report”** and **“Inventory”** after your entire award has been reimbursed by OKOHS.
- If more space is needed, please attach additional pages.
- **ONLY FILL OUT THE AUTHORIZED OFFICIAL/PRIMARY CONTACT INFORMATION IF THIS HAS CHANGED SINCE THE LAST QUARTERLY STATUS REPORT.**

Entity Name:	
Complete Address (only if changed from last report)	
Final Report YES ___ NO ___	Quarter Ended:
Grant Purpose (i.e. equipment, response trailer, critical infrastructure)	
Inventory sent with Final Report YES ___ NO ___	

➤ **Describe grant activity during the past quarter:**

➤ **Describe grant progress from receipt of this award through the end of the current quarter (for example, if your funds will be used to harden critical infrastructure sites, how many sites will be hardened, how many have been hardened and what percentage of each project is complete as of the end of the current quarter):**

➤ **List any issues that currently prevent the expenditure of any portion of this OKOHS grant award:**

➤ **Have any items purchased with this OKOHS grant award been lost, destroyed or otherwise disposed of? Yes ___ No ___ If yes, please explain below and attach a completed Equipment Disposition Form (available on the OKOHS website):**

➤ **Other comments, if any:**



QUARTERLY STATUS REPORT

Training and Exercises:

- Has there been a change in the jurisdiction's NIMS Point of Contact? YES___ NO___
- If Yes: Have you notified OKOHS of any change including contact information? YES___ NO___
- Have appropriate NIMS courses been integrated into your jurisdiction's responder training requirements (IS 700, ICS 100, ICS 200, ICS 300, ICS 400)? YES___ NO___
- Have you conducted a multi-jurisdictional, multi-agency exercise in the past quarter? YES___ NO___
 Date: _____ Description: _____
- Does your jurisdiction keep records for all required responder NIMS training and exercises? YES___ NO___
- If Yes: Does the NIMS POC have access to these records? YES___ NO___
- Describe any Training/or Exercise assistance needed for your jurisdiction:

Quarterly Status Report signed by:

Type/Print Signor Name & Title:	Date:

Signor Certifies:

- Legal authorization to submit quarterly status reports on behalf of the named government entity.
- Compliance with all laws, regulations, statutes, assurances, certifications and other requirements contained in the sub-grant application and guidance documents.
- All submitted data is true and correct to the best of signatory's knowledge.

<u>Authorizing Official (ie. the Mayor/City Manager/County Commissioner)</u>		<u>Primary Contact (Authorized Official(s))</u>	
Name/Title:		Name/Title:	
Telephone:	Fax:	Telephone:	Fax:
Email:		Email:	



Oklahoma Office of
Homeland Security
Prevent, Protect, Prepare

K-2
 Item 18.

P.O. Box 53365
 Oklahoma City, OK 73152
 (405) 425-7296 Office (405) 425-7295 Fax
www.homelandsecurity.ok.gov

A Division of Oklahoma Department of Emergency Management

SUB-RECIENT AWARD

Sub-grantee – Required for Reimbursement FEI#		DUNS #		Original Award Amount \$30,090.00	
City of Norman Brea Clark, Mayor PO Box 370 Norman, OK 73070				Award Number #1130.051	
				Award Effective Date 9/1/2021	
				Project Period 9/1/2021 – 12/31/2021	
				CFDA 97.073 (OKOHS # 97.073)	
Project Title/IJ Homeland Security Grant Program Night Vision Device/IJ #3		Region 6		County Cleveland	
Applicable Funds Homeland Security Grant Program FY 2019 (SHSP - Local)					
Method of Payment: This is a Reimbursement Grant.			Is Sub-Grantee NIMS Compliant? (Please Check One) YES <input type="checkbox"/> NO <input type="checkbox"/>		
Agency/Jurisdiction Chief Executive Officer Information-Primary Authorized Official City or County Official (Mayor, City Manager, County Commissioner)			Project Contact/ Secondary Authorized Official (If Applicable)		
Title of Primary Authorized Official Mayor			Title of Secondary Authorized Official Standards Administrator		
Name Brea Clark			Name John Stege		
Telephone 405-876-9216		Fax	Telephone 405-366-5218		Fax
Email mayor@normanok.gov			Email John.stege@normanok.gov		
Signature of Primary Authorized Official: (Required) _____ Date _____			Signature of Secondary Authorized Official: (Required) _____ Date _____		
The Primary Authorized Official certifies: <ul style="list-style-type: none"> • Legal authorization to accept grants on behalf of the named governmental entity. • Proposed project can be completed by December 31, 2021 • Sub-Grantee will comply with all laws, regulations, statutes, assurances, certifications, and other requirements referenced in Schedules A, B and C (if applicable) and Schedules 1-5 (if applicable) each of which is attached hereto. • All submitted data is true and correct to the best of signatory's knowledge. 					
Special Conditions					
OKOHS Approving Official Hiram Tabler Director			OKOHS Contact Information Oklahoma Office of Homeland Security P.O. Box 53365 Oklahoma City, OK 73152		
Signature of OKOHS Approving Official 			Telephone (405) 425-7296		Fax (405) 425-7295



**HIRAM TABLER
DIRECTOR**

**MARK GOWER
AGENCY DIRECTOR**

**STATE OF OKLAHOMA
OFFICE OF HOMELAND SECURITY
A Division of Oklahoma Department of Emergency Management**

TO: City of Norman
Brea Clark, Mayor
FROM: Hiram Tabler, Director
DATE: September 9, 2021
RE: Oklahoma Office of Homeland Security 2019 Homeland Security Grant Program;
Night Vision Device; # 1130.051

Your agency has been selected to receive \$30,090.00, (the Proposed Award), pursuant to the Oklahoma Office of Homeland Security (OKOHS) fiscal year 2019 Homeland Security Grant Program (the 2019 Program). Among other initiatives, the 2019 Program provides this funding for the purchase of night vision devices for large events at the university.

We have attached Schedule "C", which has a list of the approved items for this grant that should cost approximately \$30,090.00.

The 2019 Program is a federally funded grant using money provided to the State of Oklahoma as a part of the FY 2019 (FEMA/DHS) Homeland Security Grant Program. Like previous FEMA/DHS/OKOHS grant programs, the 2019 Program is a reimbursement grant. The process requires the following actions:

- (1) Acceptance of the terms and conditions of the 2019 Program including but not limited to those noted on the attached Schedule "1";
- (2) You may purchase approved items listed on Schedule "C" however reimbursement from OKOHS is limited to the amount of the Proposed Award; and
- (3) Upon receipt of the purchased items, you will need to submit a Reimbursement Request Form with copies of the associated invoices to OKOHS. (Copies of the Reimbursement Request Form and the BDW are available on the OKOHS website at www.homelandsecurity.ok.gov).
- (4) After your payment to the vendor has been processed you will need to submit a copy of the cancelled check and an inventory form to OKOHS.

Reimbursement checks are generally mailed to sub grantees by OKOHS within 30 days of receipt of the signed Reimbursement Request Form and associated invoices. If this process will cause a significant hardship, please contact OKOHS for further guidance.

If your organization is willing to accept the Proposed Award subject to all the terms and conditions of the 2019 Program, please so indicate by: (1) affixing the signature of the appropriate chief executive officer (i.e. the chair of the county commissioners, the mayor, the agency director, or the city manager) in the space provided below; and (2) returning an original fully executed copy of this letter and each document listed on Schedule "1" (each of which is

included with this award packet) to OKOHS **ON OR BEFORE October 1, 2021** Post Office Box 11415, Oklahoma City, Oklahoma 73136.0415.

Should you have questions or need additional assistance contact Christina Daron at 405-425-7591 or by email at christina.daron@okohs.ok.gov or Ginny Andrews at 405-425-7590 or by e-mail at gabby.andrews@okohs.ok.gov.

Thank you for your willingness to participate in this important initiative. We appreciate your efforts to protect our citizens and we look forward to working with you.

Agreed and accepted this ___ day of _____ 2021:

Government/Agency Name: _____

Signature: _____

Printed Name: _____

Title: _____

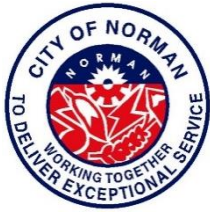
Award ID#	Region	Subgrantee	Agency	U#	Project Description	Program	State / Local	ITEM (Approval Requested)	Est. Unit Cost	Qty	Total	September 2021 Approvals	Revised Award Amount	Total Approved To Date	Checks Written	Current Available
1130.051	6	Norman, City of	LE	3	Night Vision Devices	SHSP	Local	PRG defense PVS-14 3AL2 gen 3 auto gated MK-2	\$ 2,700.00	10.00	\$ 27,000.00	\$27,000.00	\$ 30,090.00	\$ 30,090.00	\$ -	\$ 30,090.00
1130.051	6	Norman, City of	LE	3	Night Vision Devices	SHSP	Local	MICH helmet mount assembly	\$ 300.00	10.00	\$ 3,000.00	\$3,000.00				
1130.051	6	Norman, City of	LE	3	Night Vision Devices	SHSP	Local	Shipping	\$ 90.00	1.00	\$ 90.00	\$90.00				

Alissa Gage

K-2122-60

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN EMERGENCY SOLUTIONS GRANT CORONA RELIEF 2 (ESG CR2) AWARD FROM THE OKLAHOMA DEPARTMENT OF COMMERCE IN THE AMOUNT OF \$400,000 FOR THE OPERATION OF THE CITY OF NORMAN EMERGENCY SHELTER, APPROVAL OF CONTRACT K-2122-61 AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

Item 19

MEETING DATE: 09/28/2021

REQUESTER: Lisa D. Krieg, CDBG Grants Manager

PRESENTER: Michelle Evans, Homeless Programs Supervisor

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN EMERGENCY SOLUTIONS GRANT CORONA RELIEF 2 (ESG CR2) AWARD FROM THE OKLAHOMA DEPARTMENT OF COMMERCE IN THE AMOUNT OF \$400,000 FOR THE OPERATION OF THE CITY OF NORMAN EMERGENCY SHELTER, APPROVAL OF CONTRACT K-2122-61 AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

To assist in addressing the current financial impact associated with the COVID-19 crisis to households in Norman, the CARES Act included funding to be distributed utilizing the existing Emergency Solutions Grant (ESG) formula to all Continuum of Care entities in Oklahoma. The Norman/Cleveland County Continuum of Care (OK 504) was awarded a total of \$1,080,002 from the ESG-CR2 allocation. These funds were distributed to the Oklahoma Department of Commerce (ODOC) by the US Department of Housing and Urban Development (HUD). The Norman/Cleveland County Continuum of Care determined the funding be allocated as follows: City of Norman Emergency Shelter \$400,000; Food and Shelter, Inc. \$430,002; and Thunderbird Clubhouse \$250,000.

Notice of Intent to Apply for Funding was approved by the Norman City Council on 8/10/2021.

DISCUSSION:

The shelter was initially operated in the vacated Norman Library building in the Municipal Complex as a winter warming shelter for the 2019-2020 season, funded entirely by the City of Norman. With the 2020-2021 season the City of Norman has received to date a total of \$188,502 from the ESG CR1 allocation for the operation of the shelter. The shelter operation was initially extended to June 30, 2021 and then a determination was made to operate the shelter year around with an appropriation of \$80,000 by the Norman City Council on June 8, 2021. This action allowed for the appropriation of funding to bridge the gap between the availability of ESG-CR grant funds. This ESG-CR2 application covers the continuation of the emergency, low-barrier, housing-focused overnight shelter located at 325 E. Comanche. The amount requested is \$400,000 for the time frame of September 1, 2021 to August 31, 2022. This is the only temporary, low-barrier emergency shelter throughout the City of Norman and Cleveland County.

RECOMMENDATION:

Staff recommends approval of K-2122-61 and acceptance of \$400,000 of ESG CR2 funding from the Oklahoma Department of Commerce (Revenue Account 212-333319), and that City Staff be directed to implement and effectuate the Mayor's execution and authorization of this contract as required by ODOC. Further, staff recommends appropriation of \$400,000 from the CDBG Fund Balance (21-29000) as follows:

Account Name	Losing Account	Gaining Account	Amount
Salaries – Temporary	21-29000	21240021-42003	\$110,295
City Share – FICA-Medicare	21-29000	21240021-42901	\$8,105
Oth Sup-Mat-Misc	21-29000	21240021-43199	\$13,600
Bus Svs – Security	21-29000	21240021-44110	\$185,000
Bus Svs-Laundry & Sanitary	21-29000	21240021-44119	\$13,800
Maint & Rep Contract Data	21-29000	21240021-44226	\$2,000
Maint & Rep Contract Bldg	21-29000	21240021-44227	\$16,800
Rtls & Leases	21-29000	21240021-44503	\$50,400
TOTAL			\$400,000

Norman, City of

ESG-CR2-2020-NORMAN CI-00007

Contract Part I: 18276 ESGCR 20

FAIN #: UEI #: FEI #: 736005350

CONTRACT -
PART I
SUMMARY AND SIGNATURES

Contracting Agency: Oklahoma Department of Commerce
 Contractor: State of Oklahoma (ODOC)
 Contractor: The City of Norman
 Contract Title: Energy
 Contract Number: 18276 ESGCR 20
 Federal Amount: \$400,000.00
 Match Amount:
 Contract Amount: \$400,000.00
 Research and Design: ODOC Indirect
 Cost Rate:
 Grantee Indirect Cost Rate:
 Grant Award Amount - This Action: \$0
 Total Committed: \$0
 Total Obligated: \$0
 Source: U.S. Department of Housing and Urban Development (HUD). Catalog of Federal Domestic Assistance (CFDA) Number 14.231
 Project Funding Period: September 1, 2021 through August 31, 2022
 Federal Award Period: through

Summary of Project

Budget Summary

Administrative Cost Categories

Operations Cost Categories

PERSONNEL	AMOUNT	PERSONNEL	AMOUNT
Salaries and Wages		Salaries and Wages	
Fringe Benefits		Fringe Benefits	

Norman, City of

ESG-CR2-2020-NORMAN CI-00007

Contract Part I: 18276 ESGCR 20

Consultant/Services

Consultant/Services

NON-PERSONNEL

- Travel
- Space Costs
- Consumable Supplies
- Lease/Purchase
- Equipment
- Other Direct Costs
- Indirect Costs

NON-PERSONNEL

- Travel
- Space Costs
- Consumable Supplies
- Lease/Purchase
- Equipment
- Other Direct Costs
- Indirect Costs

TOTAL ADMINISTRATION

TOTAL OPERATIONS

TOTAL FUNDS (Admin & Operations)

Match (As Applicable)

Submit Requisitions to:
 Community Development
 Oklahoma Department of
 Commerce
 900 North Stiles
 Oklahoma City, OK
 73104-3234

Issue Payment To:
 The City of Norman
 201 W Gray, Bldg. A
 Norman, OK 73069

Phone Number :
 405-815-6552

AGREEMENT
 COMPONENTS:

- Part I - Summary and Signatures
- Part II - Terms and Conditions
- Certification Regarding Lobbying

[Empty rectangular box]

SPECIAL CONDITIONS:

[Empty rectangular box]

SIGNATURES – EXECUTION OF CONTRACT

The rights and obligations of the parties to this contract are subject to and governed by Part II – Terms and Conditions. To the extent of any inconsistency between the general and the specific, the specific governs.

I certify that I am authorized to sign this document, and any attachments or addendums thereto, and I have read and agree to all parts of the contract.

Executed by:
 The City of Norman

Executed by:

Norman, City of

ESG-CR2-2020-NORMAN CI-00007

Contract Part I: 18276 ESGCR 20

Oklahoma Department of
Commerce

Signature of Authorized
Official

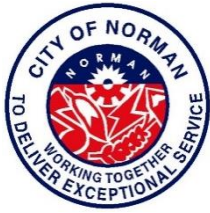
Signature of Authorized
ODOC Official

Date

Date

File Attachments for Item:

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-63: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY JAIL FACILITY AT A COST OF \$71.86 PER DAY PER PRISONER.



CITY OF NORMAN, OK STAFF REPORT

Item 20

MEETING DATE: 09/28/2021

REQUESTER: Jeanne Snider, Assistant City Attorney

PRESENTER: Jeanne Snider, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-63: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CLEVELAND COUNTY SHERIFF'S DEPARTMENT AND THE BOARD OF COUNTY COMMISSIONERS OF CLEVELAND COUNTY TO PROVIDE FOR THE INCARCERATION OF CITY PRISONERS IN THE CLEVELAND COUNTY JAIL FACILITY AT A COST OF \$71.86 PER DAY PER PRISONER.

BACKGROUND:

The Agreement is being presented for a rate increase from \$52.00 to \$71.86 (+38.2%).

DISCUSSION:

The Sheriff's Office is required annually to determine the average daily rate of incarceration per prisoner. Factors used to determine the rate are total personnel costs, including benefits, consultants and contract services, depreciation and other direct jail operating costs such as food, clothing, medical care supplies, bedding, toiletries, recreation and education, utilities, telephone and communication costs. The daily rate to incarcerate prisoners will be \$71.86 per day and will be effective on October 1, 2021.

Although the City of Norman pays the County for housing City of Norman prisoners, the Oklahoma State statutes allow cities to collect from the prisoners the cost of their incarceration. If recovered, these costs are collected as part of the costs in Municipal Court and deposited in the General Fund. The reimbursement amount from prisoners is an additional revenue source to the General Fund and helps offset the cost to the City for housing prisoners.

Adequate funds to pay the estimated costs for prisoner care at the Cleveland County Jail are available in the General Fund, Police Department, Prisoner Care Account (10660115-44111).

RECOMMENDATION:

As stated above, the requested increase is based on the actual per prisoner cost of jail operation. It is believed by staff to be reasonable. Contract K-2122-63 between the City of

Norman and the Board of County Commissioners on behalf of the Cleveland County Sheriff's Department to provide jail services for City of Norman prisoners has been reviewed by City Attorney staff and found to be proper as to form. This Contract is being forwarded to City Council for consideration at this time.

JAIL SERVICES AGREEMENT

This Jail Services Agreement, entered into to be effective on the 1st day of October, 2021, by and between the City of Norman, an Oklahoma municipal corporation (hereinafter referred to as the “City”), and the Board of County Commissioners of Cleveland County, Oklahoma, on behalf of the Cleveland County Sheriff’s Department, Norman, Oklahoma, a political subdivision of the State of Oklahoma (hereinafter referred to as the “Sheriff”).

WITNESSETH:

WHEREAS, the City, from time to time, must incarcerate its prisoners and detainees that are charged with a violation of City ordinances; and

WHEREAS, the Sheriff operates a jail facility (hereinafter referred to as the “County Jail”) that can be available to aid the City in housing its prisoners and detainees; and

WHEREAS, it is in the interests of both Parties to enter into an agreement to provide for jail services for City prisoners and detainees at the Cleveland County Detention Center (hereinafter referred to as the “County Jail”); and

WHEREAS, Title 19 of the Oklahoma Statutes, Section 180.43 contemplates such agreements between cities and the County Sheriff; and

WHEREAS, this Agreement is consistent with the provisions of Title 74 of the Oklahoma Statutes, Sections 1001 et. Seq., known as the Interlocal Cooperation Act; and

NOW, THEREFORE, the Parties, in consideration of the premises and the mutual covenants set forth below, do hereby agree as follows:

1) PURPOSE

The purpose of this Agreement is to provide for the incarceration of the City prisoners and detainees within the County Jail, under the custody of Sheriff, and to otherwise coordinate booking and detention functions.

2) SERVICES

In exchange for the compensation set out below, the County agrees to provide the following services:

- (a) The Sheriff hereby assumes all detention and incarceration functions, consistent with applicable laws, for persons delivered to the County Jail who have been apprehended solely pursuant to the municipal ordinances of the City by the law enforcement officers of the City pursuant to their official duties.
- (b) The Sheriff shall permit the law enforcement officers of the City and the City’s agents, in the pursuance of official duties, as approved by the Chief of Police of the City, and the Sheriff of the County, to enter to the County Jail at any and all hours for the purpose of conducting official business in the course of the investigative process.
- (c) The obligation of the Sheriff to assume custody and control of municipal prisoners shall be based on jail capacity standards promulgated by the jail inspection division, Oklahoma State Health Department. The Sheriff shall not be obligated to accept municipal prisoners if doing so would violate the Sheriff’s obligation to observe those

standards. The Sheriff shall not be obligated to house any prisoner at another location to provide room for municipal prisoners.

- (d) The City arraigns prisoners via video arraignment and the Sheriff will provide reasonable support. The following equipment utilized in the video arraignment process has been installed at the County Jail, but remains the property of the City:

- (1) Avaya Video Conferencing Phone T150;
Serial No. 38A16725
- (1) Cisco 1410 Bridge Wireless Canopy;
Serial No. FTX 1318G00
- (1) Component that is a bridge with antenna (providing wireless capability) attached to the NW side of the building

3) **COMPENSATION**

As compensation for the services set out below, the City agrees to pay the Sheriff the sum of seventy-one dollars and eighty-six cents (\$71.86) per day for each person incarcerated in said facility at the request of the City on municipal charges or awaiting approval of affidavit of probable cause. A “day” of incarceration shall be calculated on a 24 hour basis with a minimum of one (1) day charged for each person incarcerated. Said amount to be paid on a monthly basis in consideration of which the Sheriff will operate and maintain a County Jail and shall assume responsibility for the incarceration therein consistent with applicable statutes of the State of Oklahoma and the laws of the United States of America. Sheriff agrees to prepare and submit to City monthly statements no later than the 15th of each month. Provided further, all payments shall be made upon the timely submission of a claim form approved by the Board of County Commissioners, to the City pursuant to statutory and charter requirements. City agrees to pay all invoiced amounts within thirty (30) days of receipt to the County.

4) **CUSTODY**

For the purposes of this Agreement, custody shall be deemed to pass from City law enforcement officials to the County Jail officers upon booking.

5) **MEDICAL CARE**

The Sheriff agrees to accept and provide for the secure custody, care and safekeeping of City prisoners in accordance with the State and local laws, standards, policies, procedure, or court orders applicable to the operations of the facility, pursuant to Title 19 O.S. § 746.

A City prisoner receiving medical care for a preexisting condition or a condition not caused by the acts or omissions of the City or Sheriff shall be liable for payment of all costs of medical care. Preexisting conditions are defined as those illnesses beginning or injuries sustained outside their incarceration on Municipal charges.

All costs associated with medical care for a preexisting condition will be paid directly to the caring facility by the City prisoner. In the event of failure to pay by the City prisoner, all attempts for collection by caring facility will be the responsibility of the caring facility.

Under no circumstances shall the Sheriff be liable for any medical costs incurred outside the County jail facility by either a municipal prisoner or a municipal prisoner awaiting approval of affidavit of probable cause for state charges.

The Sheriff further agrees that all costs associated with hospital or health care services provided outside the County's jail facility, will be paid directly to the caring facility by the City of Norman. In this case, the caring facility shall invoice the City of Norman for services provided.

6) SEVERABLE LIABILITY

No separate legal entity or organization shall be deemed created by virtue hereof. The agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever. Both parties assume responsibility for its personnel, and will make all deductions for social security, withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act and the Oklahoma Governmental Tort Claims Act. Both parties herein, shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 O.S. Sec. 151-171, and therefore, neither party shall be liable for the acts or omissions of the other party.

7) TERM/RENEWAL

The term of the Agreement shall commence on the October 1, 2021, and will continue from year to year unless otherwise terminated by either party or modified by mutual agreement.

8) TERMINATION

- (a) This Agreement may be terminated by either Party for any reason, or for no reason, upon one hundred twenty (120) days written notice to the other Party.
- (b) This Agreement may be terminated by either Party for cause upon the passage of sixty (60) days, subsequent to the mailing of notice stating the cause and the requested cure, where cause has failed to be cured.

9) NOTICES

All notices required under this Agreement shall be in writing and shall be mailed by certified mail, return receipt requested, to the City of Norman and the Sheriff of Cleveland County at the following address:

If to City: The City Manager of Norman
 P.O. Box 370
 Norman, Oklahoma 73070

 The Chief of Police of Norman
 P.O. Box 370
 Norman, Oklahoma 73070

If to Sheriff: Cleveland County Sheriff
111 N. Peters Ave. 6th floor
Norman, Oklahoma 73069

If to County: Chairman of the Board of County Commissioners
201 South Jones, Suite 260
Norman, Oklahoma 73069

10) SEVERABILITY

The provisions of this Agreement shall be considered severable and in the event any part or provisions shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the Agreement.

11) LAWS REGULATIONS

This Agreement shall be subject to the Constitution and laws of the United States and the State of Oklahoma; in particular, the provisions of Title 74 Oklahoma Statutes, Section 192 et seq., pertaining to minimum standards for jails shall specifically apply.

12) INSPECTIONS

The Sheriff shall provide any and all inspection reports concerning the County Jail to the Chief of Police upon request in a timely manner. This provision does not intend, suggest or create any liability and/or indicate that the City has or exerts any control of the County Jail facility, but rather, is expressly intended solely to allow monitoring of City prisoners and jail standards.

13) SECURITY

City personnel shall at all times comply with all security and confidentiality regulations provided to them in effect at the County’s premises. Information belonging to Sheriff will be safeguarded by City to the same extent as City safeguards their information of like kind relating to its own operation.

14) COMPLETE AGREEMENT

This Agreement is the complete agreement of the Parties regarding matters addressed herein, no oral agreements or representations shall be considered binding on the Parties.

IN WITNESS WHEREOF, the Parties have approved this Agreement and authorized signatures below as of the dates there set out.

APPROVED by The Council of the City of Norman this _____ day of _____, 2021

THE CITY OF NORMAN

ATTEST:

MAYOR

CITY CLERK

APPROVED as to form and legality this _____ day of _____, 2021.

CITY ATTORNEY

APPROVED and recommended by the Sheriff of Cleveland County this _____ day of _____, 2021.

SHERIFF OF CLEVELAND COUNTY

County Sheriff or designee

APPROVED by the Board of County Commissioners for Cleveland County this _____ day of _____, 2021.

BOARD OF COUNTY COMMISSIONERS
OF CLEVELAND COUNTY, OKLAHOMA

Chairman

Vice Chairman

ATTEST:

County Clerk or designee

Member

APPROVED as to form and legality this _____ day of _____, 2021.

ASSISTANT DISTRICT ATTORNEY

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1819-132 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND FLINTCO CONSTRUCTION COMPANY, INCREASING THE CONTRACT AMOUNT BY \$7,452,086 FOR A REVISED CONTRACT AMOUNT OF \$8,296,438 TO PROVIDE CONSTRUCTION OF THE YOUTH BASEBALL/SOFTBALL AND ADULT SOFTBALL IMPROVEMENTS PROJECT AT REAVES PARK.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 09/28/2021

REQUESTER: Jason Olsen

PRESENTER: Jason Olsen, Director of Parks and Recreation

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. TWO TO CONTRACT K-1819-132 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND FLINTCO CONSTRUCTION COMPANY, INCREASING THE CONTRACT AMOUNT BY \$7,452,086 FOR A REVISED CONTRACT AMOUNT OF \$8,296,438 TO PROVIDE CONSTRUCTION OF THE YOUTH BASEBALL/SOFTBALL AND ADULT SOFTBALL IMPROVEMENTS PROJECT AT REAVES PARK.

BACKGROUND:

On 13 October 2015, Norman citizens passed the Norman Forward Initiative, funding various projects through a ½% sales tax increase over 15 years. The Norman Forward (NF) Initiative was a project to renovate Reaves Park to be the home for all youth baseball and softball leagues in Norman. Also included was a project to build new adult softball fields and youth football fields at a new “Community Sports Park” on land to be purchased by the city.

On February 9, 2019, City Council approved Contract K-1819-132 with Flintco, L.L.C. (Flintco) to provide construction management at-risk (CMaR) services for the Reaves Park Renovation and Griffin Park Phase III projects. The initial contract amount of \$55,000 to be divided between the two projects in the amount of \$27,500 was approved to provide pre-construction services for both projects, including plan review, design assistance, bidding services, and value engineering. Subsequently, Amendment Number 1 to Contract 1819-132 was awarded to Flintco on July 23, 2019, in the amount of \$789,352 for the Griffin Park Phase III Construction (this amount is not included in the total contract costs for the Reaves Park work as it occurred at a different location). That work has been completed.

The Community Sports Park project was initially set up with a budget of \$2.5 million, which is inadequate to deliver the stand-alone project envisioned originally for the adult softball and youth football programs. Additional funding was proposed in a General Obligation Bond issue considered on August 25, 2020, which did not pass. As a result, the citizen Ad Hoc Groups for the Community Sports Park, Ruby Grant Park, and Reaves Park complexes determined that the adult softball improvements could be incorporated as part of the Reaves Park project and the youth football improvements could be incorporated as part of the Ruby Grant Park project, substantially meeting the programming goals of the Community Sports Park project. The Ruby

Grant youth football work is presently nearing completion, as designed and funded from a portion of the Community Sports Park project.

The Reaves Park's design firm (Halff Associates) worked to make design changes to their plan for the park to now include modifications to the existing six softball fields in Reaves Park to be utilized by both the adult and the youth softball programs. Once the redesign was completed, staff worked with Flintco and Halff to develop a cost estimate to determine how much of the funding initially proposed for the Adult Softball portion of the Community Sports Park project would need to be used for the improvements at Reaves Park to allow both youth and adult softball leagues to co-exist at the Park.

DISCUSSION:

Construction bids for all items were opened for the combined Reaves Park Youth Baseball/Softball, and Adult Softball improvements project on July 29, 2021, with some items being re-bid on August 31, 2021, due to a lack of bidders and/or high initial bids. The final bid tabulation included five add-alternates. Four of those are proposed to be accepted, along with the base bid work items, to arrive at a Guaranteed Maximum Price (GMP) for the project. As shown in the attached Plan, the base bid cost includes all demolition work (including demolition of the existing Park Maintenance Division facilities); earthwork; utilities; construction of a new 4-plex of youth ballfields, including a concession and restroom building; all concrete and asphalt work for new walkways; park road and parking lots; lighting; tree planting; fencing; and site amenities. The accepted Add-Alternates are for vendor power pedestals (for Medieval Fair and other special events); concrete header curbs along the main park road; additional trees; irrigation along the park road; and construction of the additional "west parking lot" shown on the Reaves Park Master Plan. Also included in the bid were all project requirements and general conditions, contractor fees, insurance costs, bonding, and a 3% contingency for the project as described in the GMP Budget (attached).

The project will be funded in large part through the original Norman Forward Reaves Park renovation project. A portion of the funds in that project were earmarked from the beginning to fund a new Park Maintenance Facility at North Base. That project is on schedule to be completed in early fall, 2021. It is critical to the progress of the Reaves Park renovation since the new T-Ball complex will be built where the existing Park Maintenance Division facility is located.

The remainder of the GMP improvements at Reaves will be funded from a portion of the project budget for the Norman Forward Community Sports Park project. Any remaining funds from the Adult Softball portion of the Community Sports Park project will be managed in-house by Parks and Recreation project managers to improve the infields, fencing, bleachers, and buildings associated with the six existing softball fields at Reaves Park.

Consultants for Norman Forward projects from ADG have participated in developing the revised Reaves Park Youth and Adult fields plan and agree with the proposed GMP Amendment. 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 Sales Tax Fund, Reaves Park Renovation and Adult Softball/Youth Football New Community Sports Park projects; Construction (account 51792205- 46101; project NFB006) and Construction (account 51794442 - 46101; project NFB005).

RECOMMENDATION:

It is recommended that City Council approve Amendment #2 to CMaR Contract K-1819-132 with Flintco, L.L.C. increasing the total contract amount by \$7,452,086 for all material, labor, associated costs, fees, contingency, and all other items shown in the GMP Budget for the Reaves Park Improvements project for the Parks and Recreation Department.

**AMENDMENT NO. 2 TO
CONSTRUCTION MANAGER AT RISK AGREEMENT
BETWEEN
THE NORMAN MUNICIPAL AUTHORITY AND FLINTCO, LLC.**

THIS AMENDMENT NO. 2 TO CONSTRUCTION MANAGER AT RISK AGREEMENT (this "Second Amendment") is made as of September 28, 2021, between the Norman Municipal Authority, a public trust having as its sole beneficiary, the City of Norman, Oklahoma ("NMA") and FLINTCO, LLC, an Oklahoma corporation (the "Construction Manager").

RECITALS:

A. NMA and the Construction Manager entered into that certain Construction Manager at Risk Agreement (Contract No. K-1819-132), dated April 9, 2019 (the "Agreement"), for design phase review and complete construction services related to improvements to Reaves Park Sports Complex, located at 2501 Jenkins Ave, Norman, Oklahoma. Unless otherwise set forth herein, all capitalized terms used in this First Amendment shall have the meanings ascribed to them in the Agreement.

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

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

AGREEMENT:

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

1. GMP Established. The Construction Manager's guaranteed maximum price for the Work inclusive of previously authorized Preconstruction Services, all subcontracts, lump sum self-perform amounts, including allowances and contingencies and the Construction Manager's fee, is hereby agreed to be \$8,296,438. 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:

Reaves Park Sports Complex

Flintco, LLC
2302 S Prospect
Oklahoma City, OK 73129
(405) 670-6307

A. Basis for GMP. Refer to Paragraph 1 of the CMAR Amendment 2 to the GMP and Paragraph 1, E.

B. Contract Document Log. Refer to **Exhibit 1** 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 1 and incorporated herein by reference.

C. Allowances. There are no allowances associated with this contract or amendment proposed herein.

D. Assumptions. Refer to **Exhibit 2** 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 2 and incorporated herein by reference.

E. Proposed GMP. Refer to **Exhibit 3** 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 3 and incorporated herein by reference.

F. Substantial Completion. Refer to **Exhibit 4** for the 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 4 and incorporated herein by reference.

G. Acceptance Period. The time limit for acceptance of the GMP Proposal is attached hereto as part of **Exhibit 5**.

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

3. Non-Default. By executing this First Amendment, the Construction Manager affirmatively asserts that (i) NMA is not currently in default, nor has been in default at any time prior to this 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.

[SIGNATURES ON FOLLOWING PAGES]

Contract No. K-1819-132
Amendment No. 2

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

CONSTRUCTION MANAGER (FLINTCO, LLC)

By: *Cory Rackley*
Name: *Cory Rackley*
Title: *Construction Director*
Date: *9/23/2021*

ATTEST:

By: *Kelly D. Horton*
Subscribed and Sworn to me this *23* day of *Sept*, 2021.

Commission Number: *00020662*
Expiration Date: *12/20/2024*



NORMAN MUNICIPAL AUTHORITY

Reviewed and approved for form and legality on the ____ day of _____, 2021.

General Counsel

Approved by the Norman Municipal Authority on ____ day of _____, 2021.
By: _____
Name: Brea Clark
Title: Chairperson
Date: _____

ATTEST:

Brenda Hall, Secretary

Reaves Park Sports Complex

Flintco, LLC
2302 S Prospect
Oklahoma City, OK 73129
(405) 670-6307

EXHIBIT 1 – CONTRACT DOCUMENTS LOG

for

AMENDMENT NO. 2 TO

Contract No. K-1819-132

Date: September 28th, 2021**Project:** Reaves Park Sports Complex

- i. **CMAR Contract Documents issued by HALFF Associates, Inc. on 05/28/2021:**
- a. **Drawings:** N1.00, O1.00, L0.01, L0.02, L0.03, L0.04, L1.01, L1.02, L1.03, L1.04, L1.05, C0.01, C1.00, C1.01, C1.02, C1.03, C1.04, C1.05, C1.06, C1.07, C1.08, C1.09, C1.10, C1.11, C1.12, C2.01, C2.02, C3.00, C3.01, C3.02, C3.03, C3.04, C3.05, C3.06, C3.07, C3.08, C4.00, C4.01, C5.01, C5.02, C5.03, C5.04, C5.05, C5.06, C6.00, C6.01, C6.02, C6.03, C6.04, C6.05, C6.06, C6.07, C6.08, C6.09, C6.10, C6.11, C6.12, C7.00, C7.01, C7.02, C8.00, C8.01, C8.02, C8.03, C8.04, C9.00, C9.01, C9.02, C9.03, C9.04, C9.05, C9.06, C9.07, C9.08, C9.09, C9.10, C9.11, C9.12, C10.01, C10.02, C10.03, C10.04, C10.05, C10.06, C10.07, C10.08, C10.09, C10.10, L2.00, L2.01, L2.03, L2.04, L2.05, L2.06, L2.07, L2.08, L2.09, L2.10, L2.11, L2.12, L3.00, L3.01, L3.02, L3.04, L3.05, L3.06, L3.07, L3.08, L3.09, L3.10, L3.11, L3.12, L4.00, L4.01, L4.02, L4.03, L4.04, L4.05, L5.00, L5.01, L5.02, L5.03, L5.04, L5.05, L5.06, L5.07, L5.08, L5.09, L5.10, L5.11, L5.12, L5.13, L5.14, L6.00, L6.01, L6.02, L6.03, L6.04, L6.05, L6.06, L6.07, L6.08, L6.09, L6.10, L6.11, L6.12, L6.13, A0.01, A2.00, A3.00, A4.00, A5.00, A6.00, A7.00, A8.00, A9.00, A10.00, A11.00, A12.00, A13.00, A14.00, A15.00, S001, S002, S101, S201, S311, S411, S511, E0.01, E1.00, E1.01, E1.02, E1.03, E1.04, E2.01, M0.01, M2.01, P0.01, P2.01.
 - b. **Specifications:** 012300, 015639, 033000, 042200, 053100, 054400, 055000, 061000, 061600, 072100, 072419, 072726, 074113, 076200, 079200, 081113, 083113, 083323, 085113, 087100, 088000, 088300, 092216, 092900, 095113, 096513, 096700, 099113, 099123, 099600, 101423, 102113, 102800, 104413, 107000, 116833, 116833.33, 132123, 220010, 220500, 220502, 220523, 220529, 220553, 220593, 220701, 221116, 221119, 221316, 223330, 224200, 230010, 230553, 230593, 230710, 233110, 233310, 233713, 260500, 260503, 260506, 260519, 260526, 260526, 260533, 262213, 262416, 262726, 262913, 264300, 265100, 265668, 312219, 313116, 321316, 321800, 323000, 323113, 323913.21, 328400, 329200, 329200.1, 329300.

ii. Addenda**a. Addendum 001 Dated: 07/16/2021:**

- i. Drawings: C0.01, C3.00, C3.02, C3.06, C3.07, C5.02, C5.05, C6.02, C6.06, C6.09, C6.11, C6.12, C10.01, E1.03, E1.04.

b. Addendum 002 Dated: 07/23/2021:

- i. Drawings: C0.01, C3.04, C4.01, C5.02, C5.04, E1.00
- ii. Specifications: 133123 – Pre-Engineered Shade Structures

c. Addendum 003 Dated: 08/18/2021:

- i. Drawings: N/A
- ii. Specifications: N/A

iii. CM Clarifications

- a. **CM Clarification #1 Dated: 07/09/2021**
- b. **CM Clarification #2 Dated: 07/16/2021**
- c. **CM Clarification #3 Dated: 07/23/2021**
- d. **CM Clarification #4 Dated: 08/20/2021**

EXHIBIT 2 – Assumptions and Clarifications

for

AMENDMENT NO. 2 TO

Contract No. K-1819-132

Date: September 28th, 2021**Project: Reaves Park Sports Complex****INCLUSIONS**

Work included in the Construction Managers Scope to include new T-ball fields, restroom, concessions, parking, lighting and drives for the Reaves Park Sports Complex as agreed to in the budget enclosed and according to the plans, specifications, and addenda issued by HALFF Associates and CM Clarifications 1, 2, 3 and 4 issued by Flintco, LLC. Construction is to consist of four new T-Ball Fields, Fencing, New Drives, Parking, the complete restroom and plaza construction including site furnishings, landscaping, irrigation, and complete site paving, curb, and gutter scope.

EXCLUSIONS

- Building Permit
- Utility usage costs
- Any work at Sports Fields at complex B1, B2, C, D and TB FLEX
- Bleachers (provided by Owner)
- Testing & Inspections
- Signage
- Construction Site Offices (suitable office space to be provided by Owner at no cost to Flintco)

Reaves Park Sports Complex
 City of Norman, Parks and Recreation Department
 Norman, Oklahoma
 Building Gross Area:



3,248

SCHEDULE OF VALUES - GMP BUDGET

Description	Total Estimated Price	Division Totals	Cost per SF	%
01 General Conditions		\$1,202,673	370.28	18.89%
01 General Conditions	\$800,934		246.59	66.60%
01 Project Requirements	\$401,740		123.69	33.40%
02 Existing Conditions		\$168,453	51.86	2.65%
Demolition - K&M Wrecking	\$168,453		51.86	100.00%
03 Concrete		\$183,400	56.47	2.88%
Building Concrete - 4G	\$183,400		56.47	100.00%
04 Masonry		\$101,453	31.24	1.59%
Masonry - Lucero	\$101,453		31.24	100.00%
05 Metals		\$65,335	20.12	1.03%
Metal Fabrications - K&E	\$36,585		11.26	56.00%
Metal Fabrications Install - Budget	\$16,000		4.93	24.49%
Pipe Bollards - Budget	\$12,750		3.93	19.51%
06 Wood & Plastics		\$7,597	2.34	0.12%
Rough Carpentry - Budget	\$7,597		2.34	100.00%
07 Moisture & Thermal		\$63,133	19.44	0.99%
Waterproofing/Sealants - Budget	\$6,165		1.90	9.77%
Exterior Insulation and Finish System	in Drywall		0.00	0.00%
Roofing Systems - Graco	\$56,968		17.54	90.23%
08 Openings		\$38,410	11.83	0.60%
Glass & Glazing - AGC	\$8,900		2.74	23.17%
Doors, Frames & Hardware - Piper Weatherford	\$22,600		6.96	58.84%
Overhead Door - OGD	\$6,910		2.13	17.99%

Description	Total Estimated Price	Division Totals	Cost per SF	%
09 Finishes		\$51,349	15.81	0.81%
Metal Stud Framing - Southwest Drywall	\$26,570		8.18	51.74%
Ceilings	in Drywall		0.00	0.00%
Rubber Base - Budget	\$833		0.26	1.62%
Epoxy/Sealed/Stained Concrete Floor - Buffcrete	\$9,295		2.86	18.10%
Painting and Coatings - Advanced Commercial Painting	\$14,651		4.51	28.53%
10 Specialties		\$24,413	7.52	0.38%
Toilet Partitions, Accessories & FE - Hidell	\$9,575		2.95	39.22%
Utility Shelves - Budget	\$292		0.09	1.20%
Signage - ASG	\$2,060		0.63	8.44%
Wall & Door Protection - Budget	\$1,679		0.52	6.88%
Aluminum Canopies - OK Canopies	\$10,807		3.33	44.27%
11 Equipment		\$13,044	4.02	0.20%
Foodservice Equip - Amundsen	\$13,044		4.02	100.00%
12 Furnishings		\$36,881	11.35	0.58%
Window Coverings	by Owner		0.00	0.00%
Trash Receptacles - Play by Design	\$6,426		1.98	17.42%
Dugout Benches - Play by Design	\$16,140		4.97	43.76%
Bleacher Relocation - Budget	\$14,315		4.41	38.81%
13 Special Construction		\$319,631	98.41	5.02%
Shade Structures - Play by Design	\$319,631		98.41	100.00%
14 Conveying Equipment		\$0	0.00	0.00%
21 Fire Supression		\$0	0.00	0.00%
Fire Sprinkler System	not required		0.00	0.00%
22 & 23 Mechanical		\$141,620	43.60	2.22%
Plumbing - Waggoners	\$95,500		29.40	67.43%
Mechanical - Waggoners	\$46,120		14.20	32.57%
26 Electrical		\$600,000	184.73	9.42%
Electrical - KB Electric	\$600,000		184.73	100.00%

Description	Total Estimated Price	Division Totals	Cost per SF	%
31 Earthwork		\$394,214	121.37	6.19%
Earthwork - Ashton Gray	\$394,214		121.37	100.00%
Erosion Control / Site Prep Reqmts	in Earthwork		0.00	0.00%
Termite Protection	in Concrete		0.00	0.00%
32 Exterior Improvements		\$2,624,891	808.16	41.22%
Concrete & Asphalt Paving - Turning Point	\$1,265,000		389.47	48.19%
Misc Site Concrete	in Bldg Concrete		0.00	0.00%
Fences & Gates - American Fence	\$650,000		200.12	24.76%
Sports Field Equipment	in Greenshade		0.00	0.00%
Landscape & Irrigation - Greenshade	\$392,323		120.79	14.95%
Sports Fields - Greenshade	\$317,568		97.77	12.10%
33 Underground Utilites		\$331,660	102.11	5.21%
Utility Demolition	in DEMO		0.00	0.00%
Site Utilites - H&H	\$331,660		102.11	100.00%
Totals	\$6,368,156	\$6,368,156	744.27	
Contingency 3%		\$222,135		
SDI Program 1.6%		\$84,123		
Contractor Fee 3.75%		\$253,289		
Builder's Risk Insurance 0.65%		\$43,620		
General Liability 0.62%		\$43,448		
Payment & Performance Bond 0.775%		\$54,309		
Preconstruction		\$36,342		
Total		\$7,105,422		
ALTERNATES				
ALT#1 - Vendor Power Pedestals		\$22,704.08		
ALT#2 - Concrete Header Curbs		\$115,181.69		
ALT#3 - Loop Road Trees & Irrigation		\$22,071.69		
ALT#4 - Tree Protection Fencing Installation & removal by Owner		Not Accepted		
ALT#5 - West Parking Lot Paving with Landscape & Irrigation		\$186,706.20		
Grand Total		\$7,452,086		

Reaves Park Sports Complex

Norman, OK

9/15/2021

Building Gross Area: 3,248



CLARIFICATIONS & ASSUMPTIONS

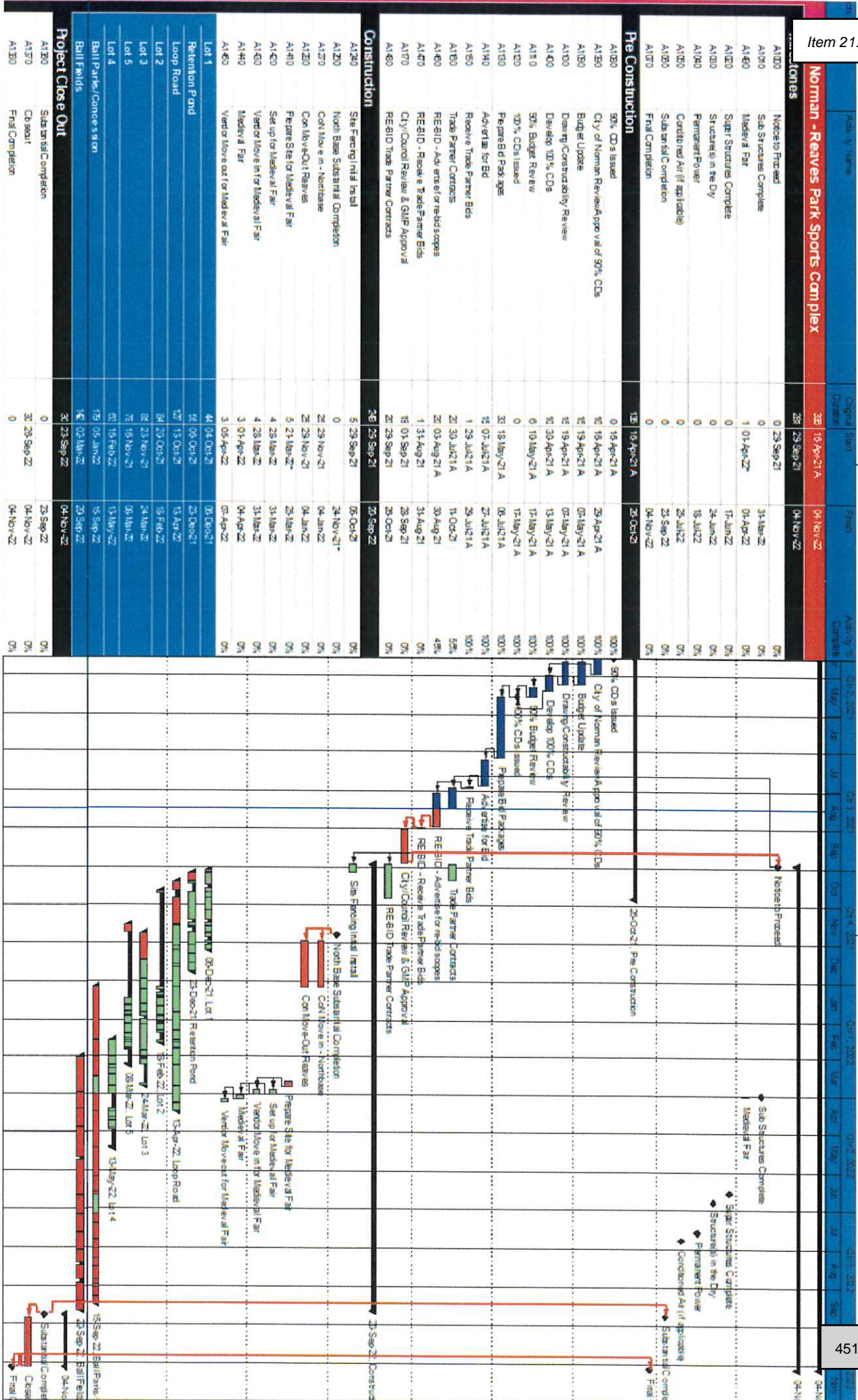
QUALIFICATIONS

9/15/2021

CLARIFICATIONS & ASSUMPTIONS:

- 1 General Conditions assumes that all work is released and available at start of construction
- 2 Metal Roof Covers provided at all Dugouts
- 3 GMP recommendation is based on 100% Construction Documents dtd May 28, 2021, CM Clarification #1 dtd 7-9-21 ,CM Clarification #2 dtd 7-16-21,CM Clarification #3 dtd 7-23-21,CM Clarification #4 dtd 8-20-21, Addendum #1 dtd 7-16-21, Addendum #2 dtd 7-23-21,& Addendum #3 dtd 8-18-21
- 4 Sports Fields at complex B1, B2, C, D and TB FLEX are not included in the scope of work.
- 5 Sports Fields at Complex A are new sports fields.
- 6 Bleachers are to be owner furnished from existing stock and relocated to new locations per plan.
- 7 Tree protection included in base bid scope of work
- 8 Building permit to be by owner.
- 9 Testing and Inspections to be by Owner.
- 10 All utility usage costs to be paid by Owner.
- 11 Bleacher Shade Structures/Canopies included for Field Complex A only.
- 12 Suitable construction office space to be provided by Owner at no cost to Flintco.

Item 21.



Contract No. K-1819-132
Amendment No. 2
Exhibit 5

EXHIBIT 5 – GMP Guarantee

for

AMENDMENT NO. 2 TO

Contract No. K-1819-132

Date: September 28th, 2021

Project: Reaves Park Sports Complex

Amendment 2 GMP pricing is valid for 30 days from date of this Exhibit.

City of Norman Norman Forward Reaves Park GMP Budget 9/15/2021



GMP BUDGET 9/15/2021



Reaves Park Sports Complex
City of Norman, Parks and Recreation Department
Norman, Oklahoma
Building Gross Area:



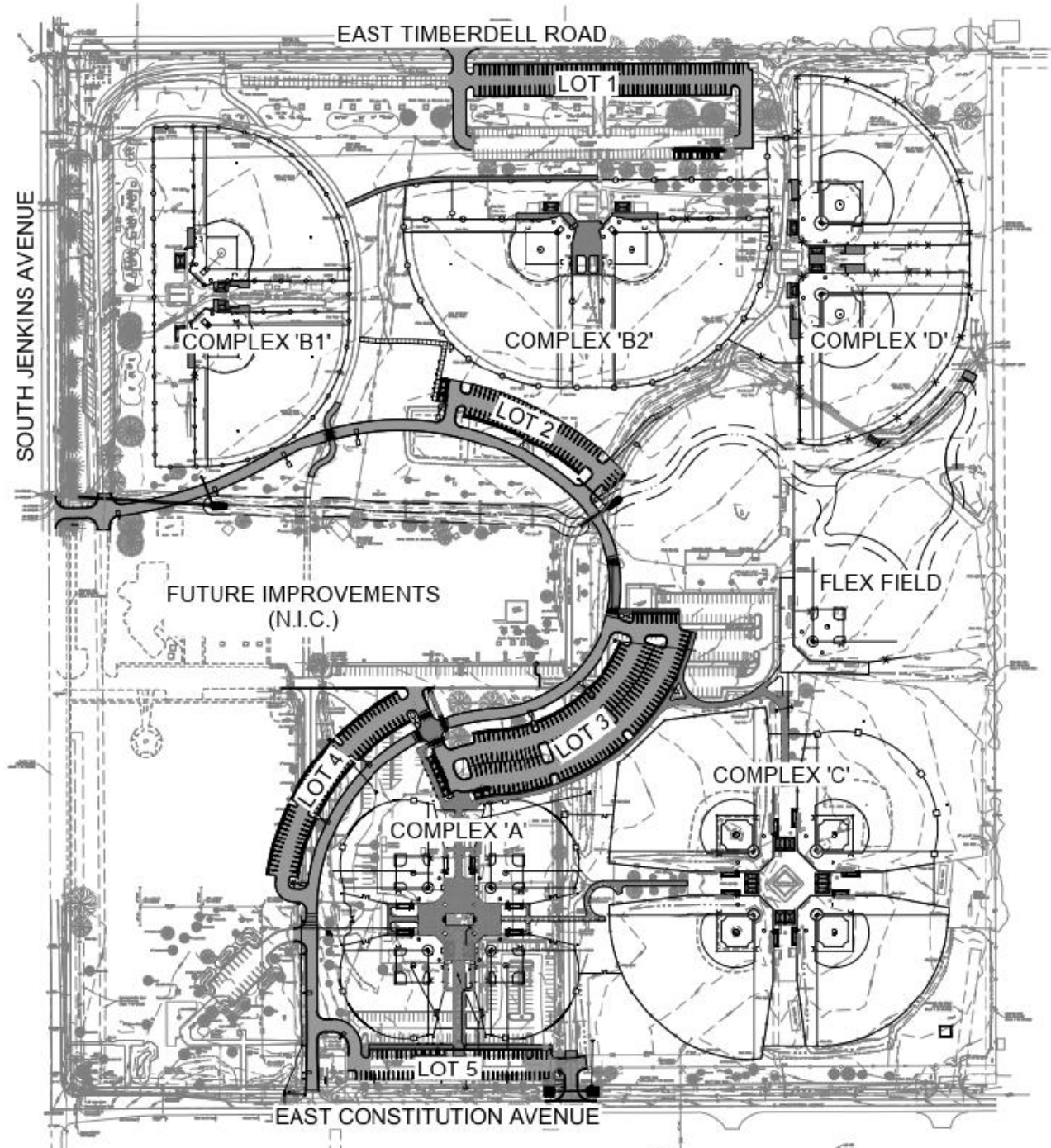
3,248

SCHEDULE OF VALUES - GMP BUDGET

Description	Total Estimated Price	Division Totals	Cost per SF	%
01 General Conditions		\$1,202,673	370.28	18.89%
01 General Conditions	\$800,934		246.59	66.60%
01 Project Requirements	\$401,740		123.69	33.40%
02 Existing Conditions		\$168,453	51.86	2.65%
Demolition - K&M Wrecking	\$168,453		51.86	100.00%
03 Concrete		\$183,400	56.47	2.88%
Building Concrete - 4G	\$183,400		56.47	100.00%
04 Masonry		\$101,453	31.24	1.59%
Masonry - Lucero	\$101,453		31.24	100.00%
05 Metals		\$65,335	20.12	1.03%
Metal Fabrications - K&E	\$36,585		11.26	56.00%
Metal Fabrications Install - Budget	\$16,000		4.93	24.49%
Pipe Bollards - Budget	\$12,750		3.93	19.51%
06 Wood & Plastics		\$7,597	2.34	0.12%
Rough Carpentry - Budget	\$7,597		2.34	100.00%
07 Moisture & Thermal		\$63,133	19.44	0.99%
Waterproofing/Sealants - Budget	\$6,165		1.90	9.77%
Exterior Insulation and Finish System	in Drywall		0.00	0.00%
Roofing Systems - Graco	\$56,968		17.54	90.23%
08 Openings		\$38,410	11.83	0.60%
Glass & Glazing - AGC	\$8,900		2.74	23.17%
Doors, Frames & Hardware - Piper Weatherford	\$22,600		6.96	58.84%
Overhead Door - OGD	\$6,910		2.13	17.99%

Description	Total Estimated Price	Division Totals	Cost per SF	%
09 Finishes		\$51,349	15.81	0.81%
Metal Stud Framing - Southwest Drywall	\$26,570		8.18	51.74%
Ceilings	in Drywall		0.00	0.00%
Rubber Base - Budget	\$833		0.26	1.62%
Epoxy/Sealed/Stained Concrete Floor - Buffcrete	\$9,295		2.86	18.10%
Painting and Coatings - Advanced Commercial Painting	\$14,651		4.51	28.53%
10 Specialties		\$24,413	7.52	0.38%
Toilet Partitions, Accessories & FE - Hidell	\$9,575		2.95	39.22%
Utility Shelves - Budget	\$292		0.09	1.20%
Signage - ASG	\$2,060		0.63	8.44%
Wall & Door Protection - Budget	\$1,679		0.52	6.88%
Aluminum Canopies - OK Canopies	\$10,807		3.33	44.27%
11 Equipment		\$13,044	4.02	0.20%
Foodservice Equip - Amundsen	\$13,044		4.02	100.00%
12 Furnishings		\$36,881	11.35	0.58%
Window Coverings	by Owner		0.00	0.00%
Trash Receptacles - Play by Design	\$6,426		1.98	17.42%
Dugout Benches - Play by Design	\$16,140		4.97	43.76%
Bleacher Relocation - Budget	\$14,315		4.41	38.81%
13 Special Construction		\$319,631	98.41	5.02%
Shade Structures - Play by Design	\$319,631		98.41	100.00%
14 Conveying Equipment		\$0	0.00	0.00%
21 Fire Supression		\$0	0.00	0.00%
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Total		\$7,105,422		
ALTERNATES				
ALT#1 - Vendor Power Pedestals		\$22,704.08	(All Accepted Alternates included in above total)	
ALT#2 - Concrete Header Curbs		\$115,181.69		
ALT#3 - Loop Road Trees & Irrigation		\$22,071.69		
ALT#4 - Tree Protection Fencing Installation & removal by Owner		Not Accepted		
ALT#5 - West Parking Lot Paving with Landscape & Irrigation		\$186,706.20		
Grand Total		\$7,452,086		



Amendment #2—Contract K1819-132 (CMAR work at Reaves Park):

All shaded Road & Parking Lots (**Except Lot 4***) included in GMP Work along with extensive demolition, utilities, grading, tree planting & irrigation, Site Furnishings, walkways, detention/drainage & signage.

Complex A—New Construction to be built after current Park Maintenance Facilities demolished

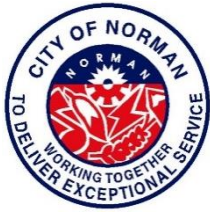
Complexes B1, B2, C and D—Existing Fields to be upgraded/modified as-needed (bleachers, fences, paving, infields, shade structures, site furnishings, scoreboards, etc.). Fields to remain in-place.

“Flex Field”—Existing field to be modified in-place for use as-needed for make-up games/overflow

***Lot 4**—Construction to be awarded as-per Bid Alternate #5 (see GMP Budget document)

File Attachments for Item:

22. CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE 2022 ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT, INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED ASSESSMENT ROLL; AND CONTAINING OTHER PROVISIONS RELATED THERETO.



CITY OF NORMAN, OK STAFF REPORT

Item 22

MEETING DATE: 09/28/2021

REQUESTER: Kathryn L. Walker

PRESENTER: Kathryn L. Walker, City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-39: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE 2022 ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT, INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED ASSESSMENT ROLL; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

BACKGROUND:

Resolution R-2122-39 and Ordinance O-2122-20 relate to the implementation of the 9th year of a ten-year Business Improvement District (BID) plan that was first requested by the property owners in 2012. The BID plan provides \$2 million over a ten-year period (\$200,000 per year) to maintain and enhance the use of Legacy Park and Legacy Trail, provide for entrances into the UNP District, and further stimulate economic development in the District. The Resolution gives formal notice to the current Property Owners within the BID District of the proposed assessments for this 9th year of the BID Plan.

The Project Plan for the University North Park (UNP) Tax Increment Finance (TIF) District (Ordinance 0506-66; adopted May, 2006) provides for the development of Legacy Park. Development Agreement No. 3 (“DA No. 3” approved in 2007) provided an outline for Legacy Park Development, construction, and future maintenance. Under that agreement, the Developer was required to donate the Park property to the City, the City would then construct the Park using UNP TIF Revenues, and the Developer would then maintain the Park (excluding capital maintenance items). Development Agreement No. 3 also provided for \$900,000 in TIF revenues to serve as Development Assistance for the purpose of helping to establish a viable maintenance matching fund for the Park.

The Legacy Park design was completed in the fall of 2009. The Park design, by Howard-Fairbairn Associates and accepted by the Norman Tax Increment Finance Authority (NTIFA)/Council, was recognized by the American Society of Landscape Architecture as the recipient of the Central States Design Honor Award.

Development Agreement No. 5, (“DA No. 5” approved in 2012) solidified funding for Legacy Park

construction and solidified the Legacy Park and Legacy Trail maintenance structure, utilizing the \$900,000 in Development Assistance referenced in DA No. 3 in a BID format to leverage those funds with \$1.1 million in matching funding from BID District Property owners. University Town Center LLC (the “Developer”) and University North Park, LLC (a wholly owned subsidiary of the OU Foundation and owner of most of the northern portion of the University North Park development) agreed to request that the City create a Business Improvement District (BID) to provide matching funding for maintenance for both Legacy Park and the portions of Legacy Trail within University North Park. The \$900,000 in Development Assistance referenced in DA No. 3 was structured to provide BID funding of \$200,000 per year through allocation of a combination of TIF funds and BID assessments over the ten years of the life of the BID. The first year started with a \$200,000 TIF Fund allocation. The second year was composed of a \$25,000 BID assessment and a \$175,000 TIF Fund allocation. The third and subsequent years increase the BID assessment by \$25,000 and reduce the TIF Fund allocation by \$25,000 each year until a total of \$2,000,000 is provided for BID maintenance and improvements over the ten-year period.

In June of 2014, when it was time to make the first assessment for the BID Property Owner contribution of \$25,000, the City received a petition from more than 80% of the property owners in University North Park requesting the BID be created. Council adopted Resolution R-1415-11 creating the University North Park Business Improvement District, in July 2014. Ordinance O-1415-4 was later approved adopting the assessment roll as proposed. Once the BID was created, this same process of notice of assessments to later be followed by an assessment Ordinance was followed in July and August of 2015 to levy a \$50,000 assessment to the BID property owners. This year, in Resolution R-2122-39 the notice process is beginning which will ultimately culminate in an assessment Ordinance for Council to consider on October 12, 2021 to levy a \$200,000 assessment to the BID property owners.

These assessments and processes are all in accordance with the Original UNP BID Plan referenced in DA No. 5 and the original BID Petition presented to City Council in 2014, as well as the Amended and Restated Master Operating and Development Agreement and the 2019 Project Plan Amendments. Because the assessments vary from year to year based upon the TIF Revenue’s declining annual contribution and the corresponding increase in the property owner’s contribution to the BID, the City must hold a hearing on the proposed assessments each year. Adjustments in the assessments to individual properties within the BID on an annual basis is also necessary because as additional development in the district occurs, the pro-rata share of the property owner’s cost will change with changes those annual changes in the number and value of properties within the BID area.

DISCUSSION:

Resolution R-2122-39 acknowledges receipt by the City Clerk of the 2022 University North Park Business Improvement District Assessment Roll and corresponding Assessment Plat. The Resolution also authorizes the Clerk to provide notice to the property owners in the district of a hearing on the assessments on October 12, 2021 at 6:30 p.m. This process also requires an Ordinance (Ordinance O-2122-20) officially levying the assessments and granting the City authority to place a lien on property if assessments are not paid. The \$175,000 assessed and collected last fiscal year was included in the Budget for Legacy Park maintenance in fiscal year 2021-2022 (FYE22). Similarly, the \$200,000 in assessments that will be levied and collected this fiscal year will be included in the budget for FYE 23. On October 12, 2021, the ordinance

allowing the levy and collection of the \$200,000 will be placed on the Agenda for 2nd Reading following the public hearing on the assessments.

With this 9th year of the BID Plan, a total of \$1,800,000 will have been set aside for BID activities. The proceeds from the BID have been utilized for Legacy Park Maintenance, including restroom maintenance, as well as holiday decorations, and fountain maintenance. Additionally, the BID Board recommended, and Council approved the use of BID funds up to \$196,000, leveraged with UNP Developer Funds, for the design and construction of entrances into the BID District at Robinson Street. The UNP BID Board has also worked on Legacy Park Use Policies as well as exploration of Public / Private partnerships to enhance park utilization.

RECOMMENDATION:

Staff recommends approval of Resolution R-2122-39.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACKNOWLEDGING THE RECEIPT OF THE ASSESSMENT ROLL AND ASSESSMENT PLAT FOR THE UNIVERSITY NORTH PARK BUSINESS IMPROVEMENT DISTRICT, INSTRUCTING THE CITY CLERK TO GIVE NOTICE OF A HEARING ON THE PROPOSED ASSESSMENT ROLL; AND CONTAINING OTHER PROVISIONS RELATED THERETO.

- § 1. WHEREAS, Title 11, Section 39-103.1 of the Oklahoma Statutes allows cities to create districts and levy assessments for the purpose of “providing or causing to be provided any maintenance, cleaning, security, shuttle service, upkeep, marketing, management, or other services which confer special benefits upon property within the district by preserving, enhancing or extending the value or usefulness.....” of parks, recreational facilities, streets, parking and other facilities by landscaping or planting trees, shrubs and other plants; and
- § 2. WHEREAS, a petition requesting the creation of the University North Park Business Improvement District and containing the signatures of over fifty percent (50%) of the property owners in the proposed district has been filed with the City Clerk; and
- § 3. WHEREAS, the Council of the City of Norman, Oklahoma adopted Resolution No. R-1415-11 created the University North Park Business Improvement District as proposed in the petition requesting such district; and
- § 4. WHEREAS, annual assessments for the University North Park Business Improvement District provide for maintenance and operation of improvements constructed from other funding sources and not for construction of improvements by the district; and
- § 5. WHEREAS, on an annual basis, the Assessment Roll must be filed with the City Clerk and a public hearing must occur on the proposed Assessment Roll with notice to the property owners in the District; and
- § 6. WHEREAS, an assessment plat and assessment roll showing the amount of maximum benefit estimated to be assessed against each tract or parcel in the district has been filed with the City Clerk.

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

- § 7. The City Clerk is hereby instructed to give notice of a hearing on the proposed district pursuant to Title 11, Section 39-107 of the Oklahoma Statutes, said public hearing to be held on October 12, 2021 at 6:30 p.m. in the City Council Chambers at 201 W. Gray, Norman, Oklahoma.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2021.

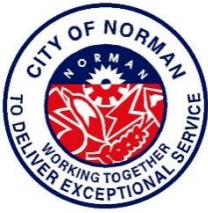
Mayor Breea Clark

ATTEST:

City Clerk

File Attachments for Item:

23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-1 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A 17-FOOT UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, TSTB ADDITION, SECTION 1, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (601 12TH AVENUE N.E.).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: September 28, 2021

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-1 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A 17-FOOT UTILITY EASEMENT LOCATED WITHIN LOT 1, BLOCK 1, TSTB ADDITION, SECTION 1, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.
(601 12TH AVENUE N.E.).

BACKGROUND:

The applicant has requested partially closing and vacating a platted seventeen-foot (17') utility easement, (legal attached) located within Lot 1, Block 1, TSTB Addition, Section 1. The final plat for Lot 1, Block 1, TSTB Addition, Section 1, was filed of record with the Cleveland County Clerk on June 16, 1999.

The existing water line was installed to serve the main structure. The proposal is to relocate the existing water appurtenances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and potential vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

Planning Commission, at its meeting of July 8, 2021, recommended approval of Ordinance O-2122-1

DISCUSSION:

The existing water line was installed to serve the main structure. The proposal is to install new water appurtenances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and future vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

There were no additional utilities within the easement.

RECOMMENDATION:

Based on the above information, Staff recommends adoption of Ordinance O-2122-1 requesting closure of a portion of a seventeen-foot (17') utility easement located within Lot 1, Block 1, TSTB Addition, Section 1.



DATE: May 19, 2021

TO: Kathryn Walker, City Attorney
 Rone Tromble, Administrative Technician IV
 Ken Danner, Subdivision Manager
 Chris Mattingly, Director of Utilities
 Jane Hudson, Principal Planner

FROM: Brenda Hall, City Clerk *BA*

SUBJECT: Request to Close a Utility Easement

I am in receipt of a request to close a fifteen (15) foot utility easement in Lot 1, Block 1, TSTB Addition, Section 1, a/k/a 601 12th Avenue N.E., for Walmart #2734.

In accordance with Resolution R-8182-66, I am forwarding the request; location map; radius map; and certified ownership list to your office and requesting that your office send notice to the furnished list of property owners and have the necessary ordinance prepared. If further action is needed from my office, please notify me.

bdh
 attachments

office memorandum



SGA Design Group

May 17, 2021

Ms. Brenda Hall, City Clerk
City of Norman
201 West Gray Street
Norman, OK 73069

**RE: Petition for Closing 15' Utility Easement
Walmart 2734
601 12th Ave NE, Norman, OK 73071**

Dear Ms. Hall,

Please allow this letter to serve as a request for the closure of an existing utility easement, as shown on the attached metes and bounds description and exhibit for Walmart 2734, located at 601 12th Ave NE, Norman, OK 73071.

The utility easement was previously dedicated for the domestic and fire water service to the building. Per coordination with the Public Works Department, the domestic line has been relocated and the fire line is now a private service.

Respectfully,

Sunday Boughner
Owner Authorized Agent for Walmart
SGA Design Group
1437 S Boulder, Suite 550
Tulsa, OK 74119
(918) 587-8600

**FILED IN THE OFFICE
OF THE CITY CLERK
ON 5/19/21**



May 17, 2021

Ms. Brenda Hall, City Clerk
City of Norman
201 West Gray Street
Norman, OK 73069

LETTER OF AUTHORIZATION

To Whom It May Concern:

I hereby authorize: **Sunday Bougher**
SGA Design group
1437 South Boulder, Suite 550
Tulsa, OK 74119
(918) 587-8600

To act as the agent on our behalf before the City of Norman for the following address:
Walmart #2734
601 12th Ave NE
Norman, OK 73071

DocuSigned by:

Ronnie Howell
Signature

Ronnie Howell

5/17/2021

Print Name

Date

EXHIBIT "A"

17' UTILITY EASEMENT – TO BE VACATED

A strip of land lying in Lot 1, in Block 1, of TSTB ADDITION, SECTION 1, to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 18 of Plats, Page 65, and lying in the Northwest Quarter of Section 28, Township 9 North, Range 2 West of the Indian Meridian, being 17 feet in width and more particularly described as follows:

COMMENCING at the northeast corner of said Lot 1;

THENCE South 89°06'26" West, along the north line of said Lot 1, a distance of 414.27 feet;

THENCE South 01°48'52" West a distance of 176.27 feet;

THENCE South 89°06'26" West a distance of 105.29 feet;

THENCE South 00°51'32" East a distance of 5.00 feet to the POINT OF BEGINNING;

THENCE continuing South 00°51'32" East a distance of 37.65 feet;

THENCE South 89°06'26" West a distance of 17.00 feet;

THENCE North 00°51'32" West a distance of 37.65 feet;

THENCE North 89°06'26" East a distance of 17.00 feet to the POINT OF BEGINNING.

Said described tract of land contains 640 square feet or 0.0147 acres, more or less.

The platted bearing of South 89°06'26" West, along the north line of Lot 1, in Block 1 of TSTB ADDITION, SECTION 1 recorded in Book 18 of Plats, Page 65 was used as the basis of bearings for this legal description.

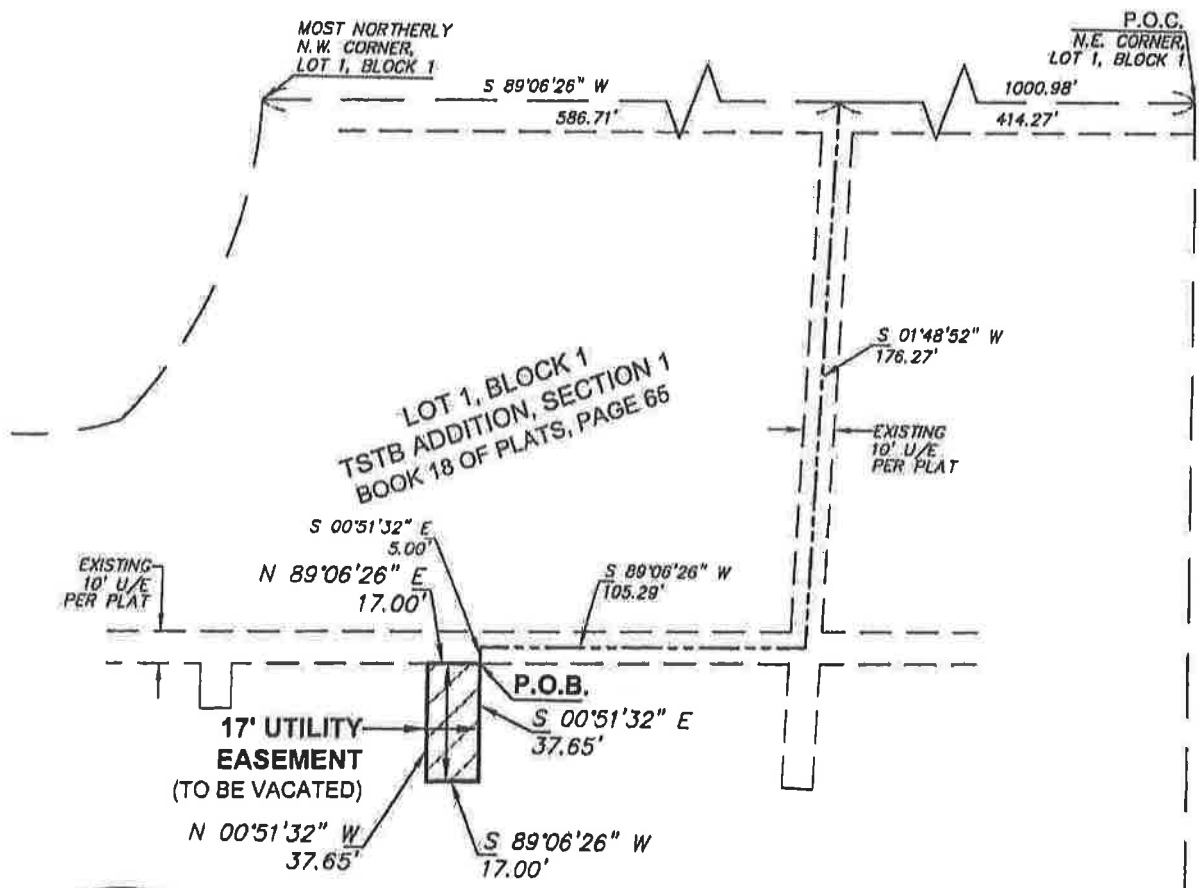
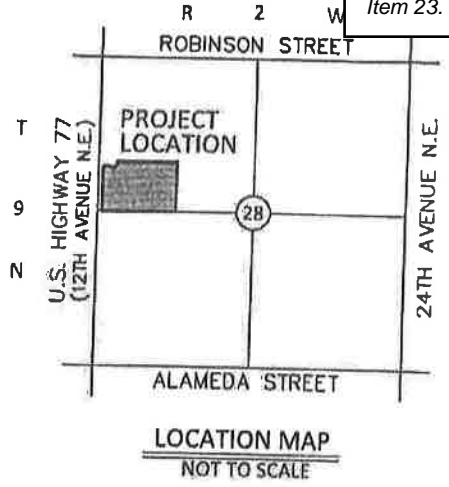
Prepared by:
Christopher L. Tripp, PLS 1685
Dodson-Thompson-Mansfield, PLLC
20 NE 38th Street – Oklahoma City, OK 73105
May 17, 2021



EXHIBIT "B"



SCALE
1"=60'



DODSON - THOMPSON - MANSFIELD, PLLC
 20 NE 38th Street
 Oklahoma City, OK 73105
 Phone: 405-601-7402
 Fax: 405-601-7421
 email: randym@dtm-ok.com

Surveying - Engineering - Earthwork
 CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2022

O-2122-1

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING A PORTION OF A UTILITY EASEMENT LOCATED IN LOT ONE (1), BLOCK ONE (1), TSTB ADDITION, SECTION ONE (1), NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

- § 1. That, pursuant to Resolution Number R-8182-66, Walmart 2734, the owner of the subject property, has petitioned the City to have a portion of the seventeen foot (17') platted utility easement within Lot One (1), Block One (1), TSTB ADDITION, Section One (1) closed; and,
- § 2. That, also pursuant to Resolution Number R-8182-66, the proper notice has been given, and the maps, memorandums and other items required by said Resolution have been presented to this Council; and
- § 3. That, also pursuant to Resolution Number R-8182-66, a public hearing has been held regarding said closing; and
- § 4. That, the portion of the seventeen foot (17') platted utility easement within Lot One (1), Block One (1), TSTB ADDITION, Section One (1), Norman, Cleveland County, Oklahoma, is hereby closed.
- § 5. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance.

ADOPTED this _____ day of _____, 2021.

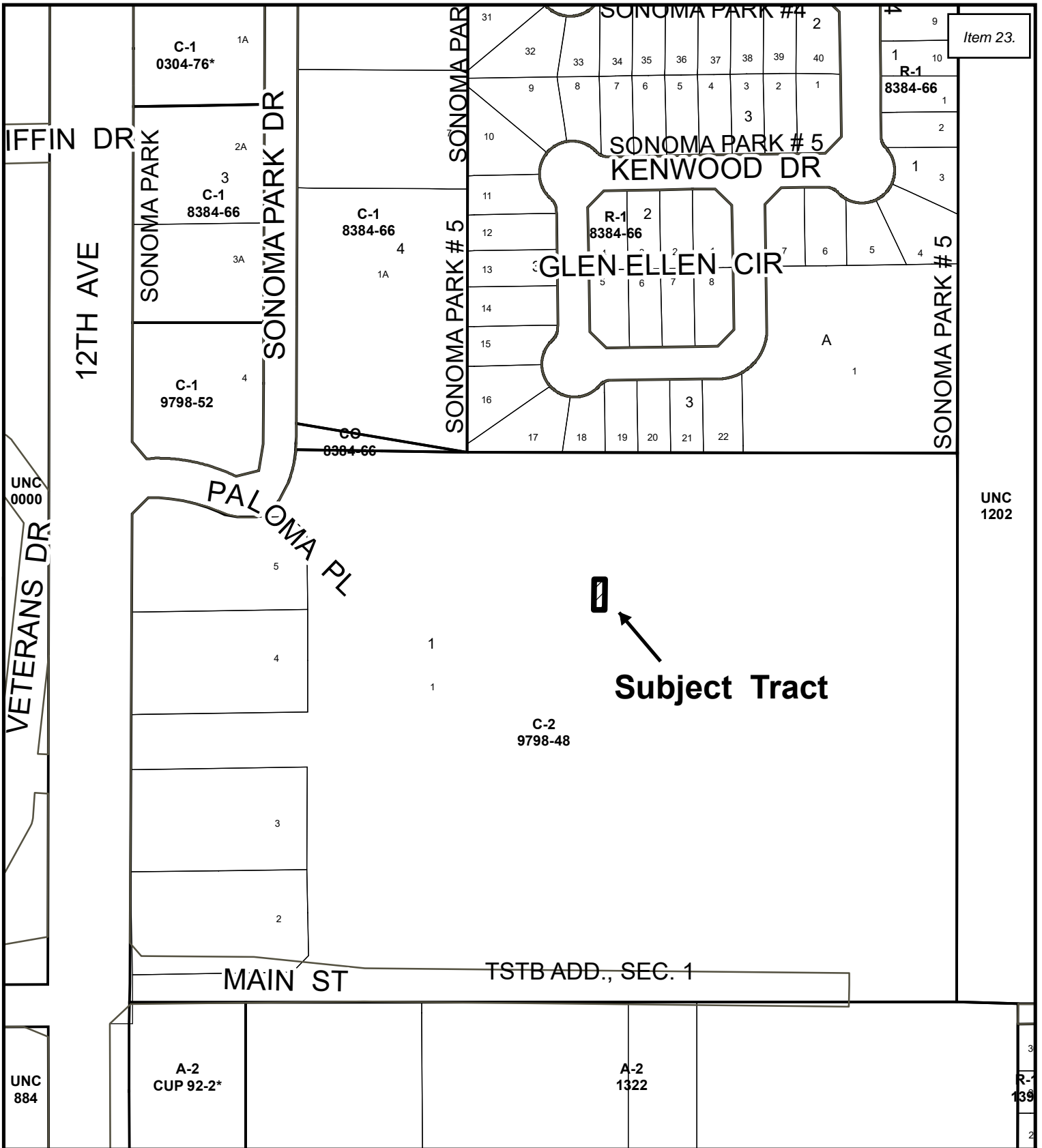
NOT ADOPTED this _____ day of _____, 2021.

(Mayor)

(Mayor)

ATTEST:

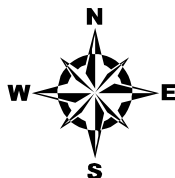
(City Clerk)



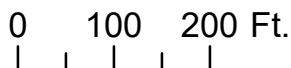
Location Map





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



June 8, 2021



 Subject Tract

 Zoning

ORDINANCE NO. O-2122-1

ITEM NO. 6

STAFF REPORT

GENERAL INFORMATION

APPLICANT

Walmart
Sunday Bougher, SGA Design
Group, agent for owner

REQUESTED ACTION

Partial closure of a seventeen-foot (17')
utility easement within Lot 1, Block 1,
TSTB Addition, Section 1.
601 12th Avenue N.E.

BACKGROUND: The applicant has requested partially closing and vacating a platted seventeen-foot (17') utility easement located within Lot 1, Block 1, TSTB Addition, Section 1. The final plat for Lot 1, Block 1, TSTB Addition, Section 1 was filed of record with the Cleveland County Clerk on June 16, 1999.

The existing water line was installed to serve the main structure. The proposal is to relocate the existing water appurtenances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and potential vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

DISCUSSION: The existing water line was installed to serve the main structure. The proposal is to install new water appurtenances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and future vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

There were no additional utilities within the easement.

RECOMMENDATION: Staff recommends approval of the request to close a portion of a seventeen-foot (17') utility easement located within Lot 1, Block 1, TSTB Addition, Section 1.

ACTION NEEDED: Recommend approval or disapproval of the request to close a portion of a seventeen-foot (17') utility easement within Lot 1, Block 1, TSTB Addition, Section 1.

ACTION TAKEN: _____

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

JULY 8, 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 8th day of July, 2021.

Notice and agenda of the meeting was posted at the Norman Municipal Building and online at <https://www.normanok.gov/your-government/public-information/agendas-and-minutes> 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.

* * *

Item No. 1, being:

ROLL CALL

MEMBERS PRESENT

- Nouman Jan
- Steven McDaniel
- Erica Bird
- Lark Zink
- Dave Boeck
- Sandy Bahan

MEMBERS ABSENT

- Erin Williford
- Mark Daniels
- Michael Jablonski

A quorum was present.

STAFF MEMBERS PRESENT

- Jane Hudson, Director, Planning & Community Development
- Lora Hoggatt, Planning Services Manager
- Logan Hubble, Planner I
- Ken Danner, Subdivision Development Manager
- Roné Tromble, Recording Secretary
- Bryce Holland, Multimedia Specialist
- Beth Muckala, Asst. City Attorney
- David Riesland, Transportation Engineer
- Jami Short, Traffic Engineer
- Nathan Madenwald, Utilities Engineer

* * *

Item No. 6, being:

O-2122-1 – SGA DESIGN GROUP, ON BEHALF OF WALMART 2734, REQUESTS PARTIAL CLOSURE OF AN EXISTING SEVENTEEN FOOT (17') UTILITY EASEMENT WITHIN LOT 1, BLOCK 1, TSTB ADDITION, SECTION 1, FOR PROPERTY LOCATED AT 601 12TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Request to Close a Utility Easement with Exhibits

PRESENTATION BY STAFF:

1. Ken Danner reviewed the staff report, a copy of which is filed with the minutes.

PRESENTATION BY THE APPLICANT:

1. Sunday Bougher, SGA Design Group, representing the applicant – We are in the process of expanding our online grocery pick-up service to meet the current demand of the community. In an effort to do that, we do have to relocate some utilities.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Steven McDaniel moved to recommend adoption of Ordinance No. O-2121-1 to City Council. Dave Boeck seconded the motion.

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

YEAS	Nouman Jan, Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahan
NAYES	None
MEMBERS ABSENT	Erin Williford, Mark Daniels, Michael Jablonski

The motion, to recommend adoption of Ordinance No. O-2122-1 to City Council, passed by a vote of 6-0.

File Attachments for Item:

24. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-16: A PERMANENT WATER LINE EASEMENT DONATED BY WAL-MART REAL ESTATE BUSINESS TRUST IN ORDER TO RELOCATE A WATER LINE AT 601 12TH AVENUE N.E.



CITY OF NORMAN, OK STAFF REPORT

Item 24

MEETING DATE: September 28, 2021

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-16: A PERMANENT WATER LINE EASEMENT DONATED BY WAL-MART REAL ESTATE BUSINESS TRUST IN ORDER TO RELOCATE A WATER LINE AT 601 12TH AVENUE N.E.

BACKGROUND:

The applicant has requested partially closing and vacating a platted seventeen-foot (17') utility easement, (legal attached) located within Lot 1, Block 1, TSTB Addition, Section 1. The final plat for Lot 1, Block 1, TSTB Addition, Section 1, was filed of record with the Cleveland County Clerk on June 16, 1999.

The existing water line was installed to serve the main structure. The proposal is to relocate the existing water appurtenances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and potential vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

Planning Commission, at its meeting of July 8, 2021, recommended approval of Ordinance O-2122-1

DISCUSSION:

The existing water line was installed to serve the main structure. The proposal is to install new water appurtenances further west and grant a new easement. This work has been completed and a new easement has been submitted. With the partial closure and future vacation of the utility easement, the applicant would be able to construct a structure on the north side of the main structure.

There were no additional utilities within the easement.

RECOMMENDATION:

Based on the above information, Staff recommends adoption of Ordinance O-2122-1 requesting closure of a portion of a seventeen-foot (17') utility easement located within Lot 1, Block 1, TSTB Addition, Section 1.

GRANT OF EASEMENT

KNOW ALL MEN BY THESE PRESENTS:

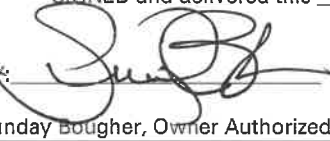
THAT, WAL-MART REAL ESTATE BUSINES TRT in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a public water line easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public utility(ies) as indicated below:

Water Line

To have and to hold the same unto the said City, its successors, and assigns forever.

SIGNED and delivered this 17th day of May, 2021.

BY: 

BY: _____

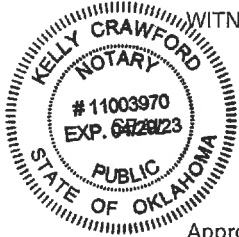
Sunday Bougher, Owner Authorized Agent for Walmart, SGA Design Group


REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 17th day of May, 2021, personally appeared Sunday Bougher, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that Sunday Bougher executed the same as free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.




Notary Public
expired 4/29/23

Approved as to form and legality this _____ day of _____, 20____.

City Attorney

Approved and accepted by the Council of the City of Norman, this _____ day of _____, 20____.

Mayor

ATTEST:

City Clerk

SEAL:

EXHIBIT "A"

15' UTILITY EASEMENT

A strip of land lying in Lot 1, in Block 1, of TSTB ADDITION, SECTION 1, to the City of Norman, Cleveland County, Oklahoma, according to the plat recorded in Book 18 of Plats, Page 65, and lying in the Northwest Quarter of Section 28, Township 9 North, Range 2 West of the Indian Meridian, being 15 feet in width and more particularly described as follows:

COMMENCING at the northeast corner of said Lot 1;

THENCE South 89°06'26" West, along the north line of said Lot 1, a distance of 414.27 feet;

THENCE South 01°48'52" West a distance of 176.27 feet;

THENCE South 89°06'26" West a distance of 140.22 feet;

THENCE South 00°51'43" East a distance of 5.00 feet to the POINT OF BEGINNING;

THENCE continuing South 00°51'43" East a distance of 33.50 feet;

THENCE South 89°06'26" West a distance of 15.00 feet;

THENCE North 00°51'43" West a distance of 33.50 feet;

THENCE North 89°06'26" East a distance of 15.00 feet to the POINT OF BEGINNING.

Said described tract of land contains 502 square feet or 0.0115 acres, more or less.

The platted bearing of South 89°06'26" West, along the north line of Lot 1, in Block 1 of TSTB ADDITION, SECTION 1 recorded in Book 18 of Plats, Page 65 was used as the basis of bearings for this legal description.

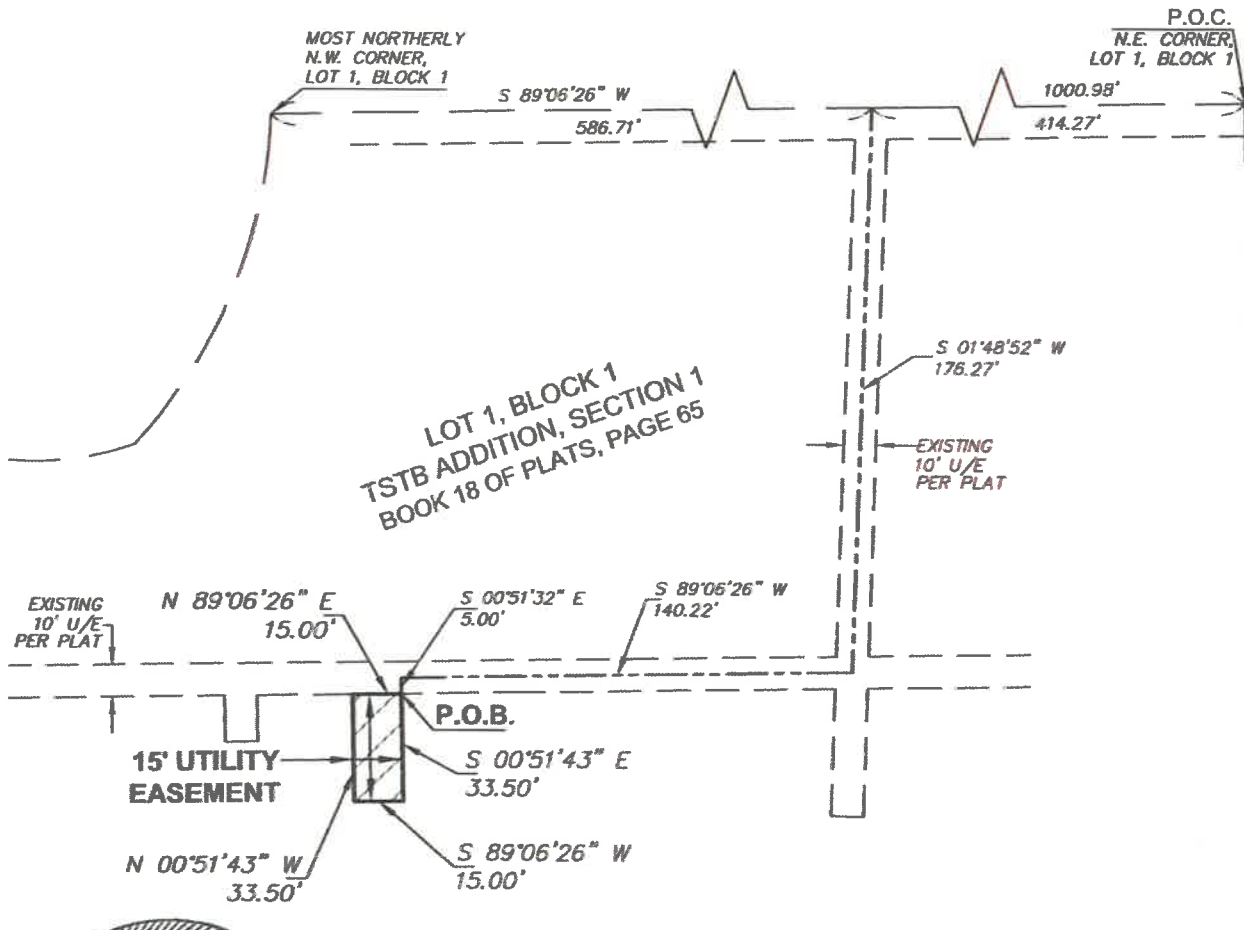
Prepared by:
Christopher L. Tripp, PLS 1685
Dodson-Thompson-Mansfield, PLLC
20 NE 38th Street – Oklahoma City, OK 73105
May 17, 2021



EXHIBIT "B"



SCALE
1"=60'



DODSON - THOMPSON - MANSFIELD, PLLC

20 NE 38th Street Oklahoma City, OK 73105 Phone: 405-601-7402 email: randym@dtm-ok.com
Fax: 405-601-7421

Surveying - Engineering - Earthwork

CERTIFICATE OF AUTHORIZATION NO: 6391 EXPIRES JUNE 30, 2021



Date: June 29, 2021
To: Brenda Hall, City Clerk *RE*
From: Rachel Croft, Staff Engineer
Subject: Proposed Closure of 15 foot Utility Easement at 601 12th Avenue NE

A closure of a utility easement is proposed in the NW/4 of Section 28, Township 9N, Range 2W. The proposed release is for a utility easement 15 feet in width and 33.5 feet in height on the northeast corner of the property at 601 12th Avenue NE.

Attached is a map that shows the proposed easement to be released and the existing water and sewer infrastructure. The map shows an existing water service to the east of the easement, however the service has recently been relocated.

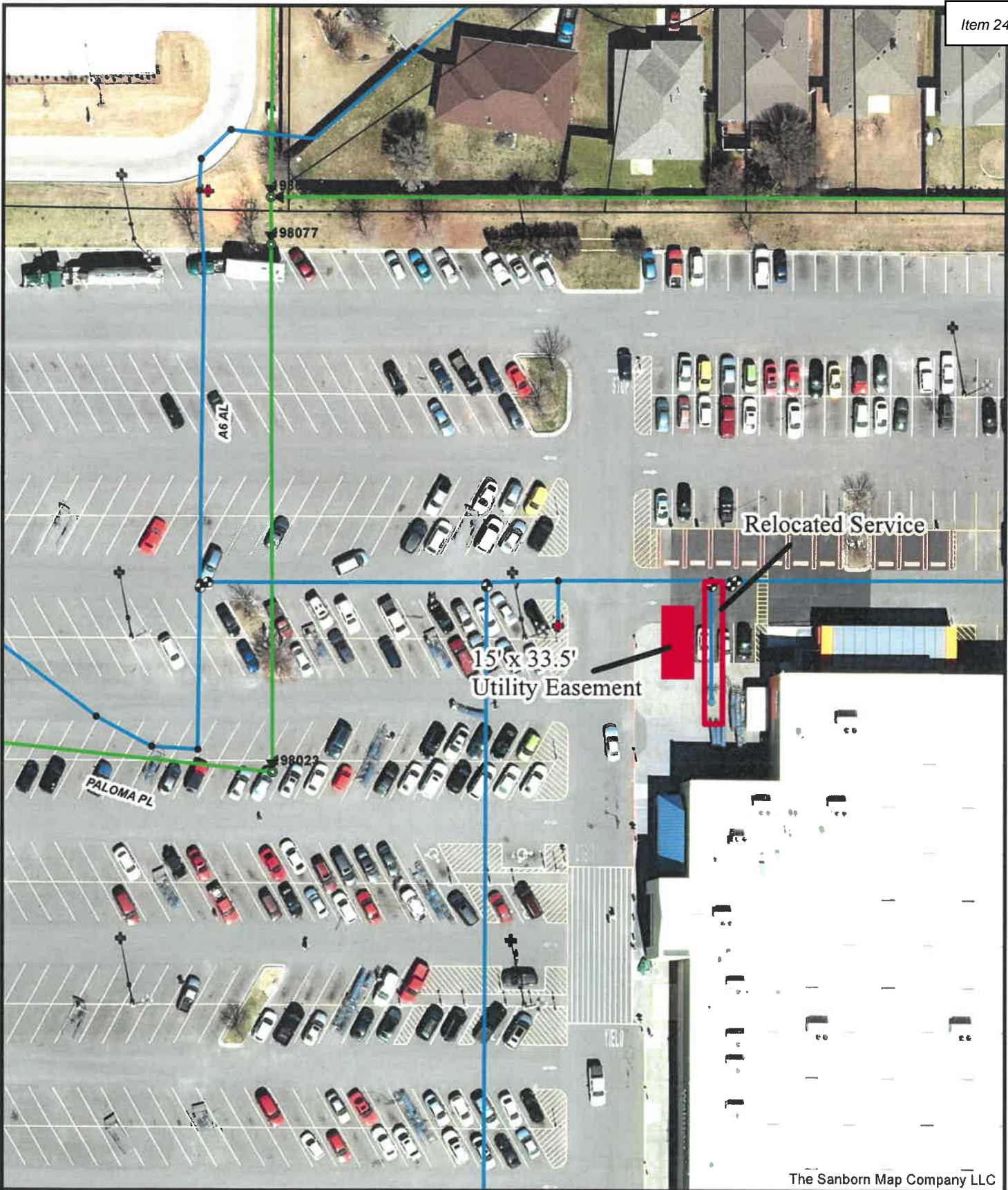
The Utilities department has no objection to the close of this easement, as long as a new utility easement is established with the new service connection(s).

Please advise if questions arise.

Attachments: Requested Release Documentation
Map of Proposed Easement Closure with Water and Sewer Infrastructure

cc: Ken Danner
Kathryn Walker
Beth Muckala
Chris Mattingly
Nathan Madenwald
Utilities Folder

office memorandum



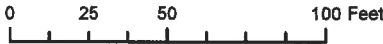
The Sanborn Map Company LLC

601 12th Ave NE - Close of Easement



Map Produced by the City of Norman Geographic Information System.

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



May 21, 2021



File Attachments for Item:

25. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-19 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, ARTICLE VIII, SECTION 20-805, OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA, TO PROHIBIT HEAD-IN PARKING IN SPACES RESERVED FOR REVERSE ANGLE BACK-IN PARKING; AND PROVIDING FOR THE SEVERABILITY THEREOF



CITY OF NORMAN, OK STAFF REPORT

Item 25

MEETING DATE: 09/28/2021

REQUESTER: Katherine Coffin

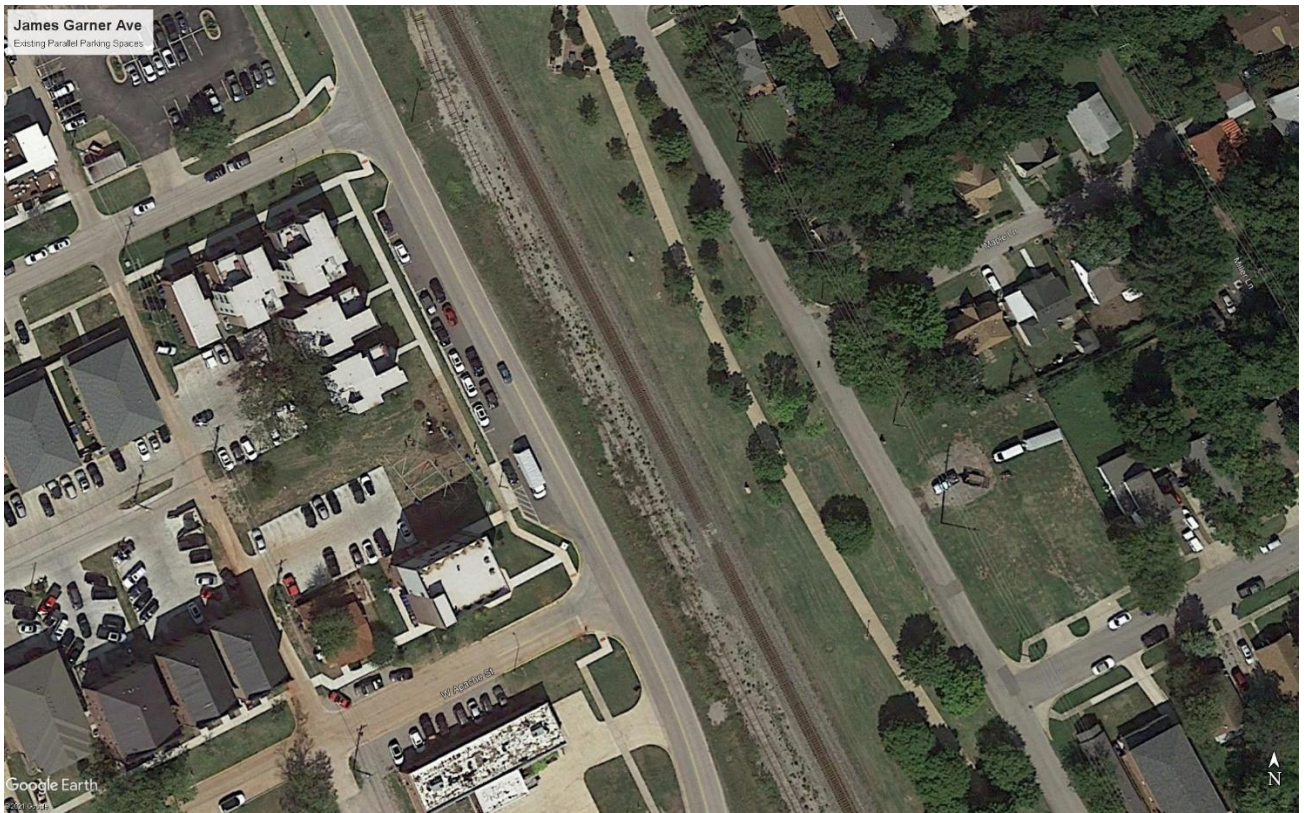
PRESENTER: David Riesland, Transportation Engineer

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-19 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, ARTICLE VIII, SECTION 20-805, OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA, TO PROHIBIT HEAD-IN PARKING IN SPACES RESERVED FOR REVERSE ANGLE BACK-IN PARKING; AND PROVIDING FOR THE SEVERABILITY THEREOF

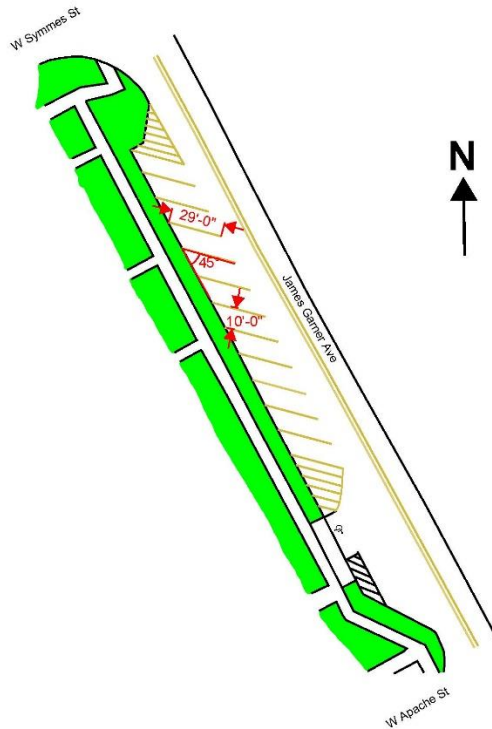
BACKGROUND:

City staff is currently under design for two 2019 Transportation Bond Projects that might implement back-in or reverse angle parking. These two projects are the Gray Street Two-Way Conversion Project and the James Garner Avenue Phase III Project from Acres Street to Duffy Street. Currently, there is no designated reverse angle parking provided within the city.

A previous pilot project exists on James Garner Avenue between Symmes Street and Apache Street to demonstrate how parallel parking with a pull-off lane to remove the backing maneuvers from the through traffic would work. The location of this previous pilot is attached below.



An unintended consequence of this previous pilot is that motorists are taking advantage of the pull-off lane to double park illegally. Staff would like to eliminate this double parking opportunity and convert this previous pilot to a new pilot to introduce back-in angle parking to Norman motorists. A conceptual drawing for the layout of the pilot project is attached below.



DISCUSSION:

One potential unintended consequence of the back-in or reverse angle parking concept is that traffic on the opposite side of the street could utilize the parking spaces to park head-in from the northbound direction. There is nothing in the City's Code of Ordinances to prohibit this movement. While signing will be provided to alert northbound James Garner Avenue traffic that the parking on the other side is only for back-in angle parking from southbound James Garner Avenue, it can be difficult to enforce if the Code of Ordinances is not amended appropriately to contain the language necessary to prohibit head-in parking in spaces intended for reverse angle parking. With familiarity, drivers will become accustomed to the concept of back-in angle parking and avoid the temptation to park in a head-in manner.

In reviewing the Code of Ordinances, the most logical place to insert a modification is in Sec. 20-805 which deals with "Parking, stopping, or standing not to obstruct traffic." This section contains twelve different areas where "No person shall park, stop, or stand a vehicle." Specifically, Sec. 20-805(7) currently reads "Facing the opposite way from the normal flow of traffic." Modification to Sec. 20-805(7) seems to be the portion that should be modified to address the unintended consequence of back-in angle parking. O-2122-11 contains the proposed changes to Sec. 20-805(7). Annotated and Clean copies of O-2122-11 are attached.

RECOMMENDATION:

City staff recommends approval of the pilot program to introduce back-in angle parking and approval of O-2122-19 to amend Section 20-805(7).

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 20, ARTICLE VIII, SECTION 20-805, OF THE CODE OF THE CITY OF NORMAN, OKLAHOMA, TO PROHIBIT REVERSE ANGLE PARKING; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That, Section 20-805 of Chapter 20 of the Code of the City of Norman, Oklahoma be amended as follows:

Sec. 20-805. – Parking, stopping, or standing not to obstruct traffic.

No person shall park, stop, or stand a vehicle:

- (1) Upon a bridge, or other elevated structure;
- (2) On a crosswalk;
- (3) In front of a public or another person's private drive;
- (4) Within an intersection;
- (5) Within any bicycle lane;
- (6) On any railroad tracks;
- (7) 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;
- (8) On the left side of any one-way street, unless otherwise so signed;
- (9) Alongside or opposite any street excavation or obstruction;
- (10) Between a safety zone and the adjacent curb;
- (11) In an alley in such manner as to leave less than ten (10) feet of the width of the railway available for free movement of traffic;
- (12) On a sidewalk.

§ 2. **SEVERABILITY.** 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)

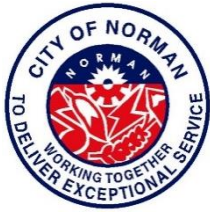
(Mayor)

ATTEST:

(City Clerk)

File Attachments for Item:

26. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT O-2122-16 UPON SECOND AND FINAL READING: OF AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

Item 26

MEETING DATE: 9/28/2021

REQUESTER: Elisabeth Muckala

PRESENTER: Elisabeth Muckala, Asst. City Attorney

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT OR POSTPONEMENT O-2122-16 UPON SECOND AND FINAL READING: OF AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The 2021 Oklahoma State Legislative Session resulted in various updates to the state treatment of existing medical marijuana license categories and facilities. Some of these changes require alterations to our existing business license categories and zoning uses. Other changes that have occurred over the years on a state level also require small additions and updates to existing licenses and uses.

DISCUSSION:

House Bill 2646 is effective November 1, 2021 and implements various changes that implicate the City of Norman's provisions, processes or policies concerning Medical Marijuana:

- Addition of an allowance for Medical Marijuana Dispensaries to "prepare and package" pre-rolls and sell to holders of a Medical Marijuana Patient License, and corresponding changes to the definition of "Dispensary";
- Addition of an allowance for Medical Marijuana Growers to "prepare and package" pre-rolls and sell to Medical Marijuana Dispensaries, and corresponding changes to the definition of "Medical Marijuana Commercial Grower";

- Permission for the Oklahoma State Department of Health to issue two types of Medical Marijuana Processor licenses: one for “Nonhazardous medical marijuana processors” and another for “Hazardous medical marijuana processors”; and
- Destruction of the requirement that a licensed facility obtains a new Certificate of Compliance; as of November 1, 2021, only licensed facilities undergoing a “change of use or occupancy” must get a new COC under state law.

A short summary of other changes within House Bill 2646 that do not directly implicate Norman’s provisions, processes or policies are:

- Addition of gram conversions to legal Medical Marijuana amounts;
- Alterations to the manner in which distance is measured between medical marijuana facilities and public and private schools;
- Heighted language meant to avoid or deter the unlawful diversion of medical marijuana by a licensed business;
- Additional sampling and testing requirements;
- Updates to the proposed makeup of the Medical Marijuana Advisor Council, formerly known as the Food Safety Standards Board; and
- Other minor or non-substantive language alterations to existing provisions.

Additionally, the last round of state updates occurred in 2019, at which time the provisions regarding Medical Marijuana Waste Facilities were established, but licenses had not yet begun to be issued by the Oklahoma Medical Marijuana Authority (“OMMA”). Since that time, licenses have begun to issue and City Staff recommends provisions regarding the local issuance of business licenses as well as the creation of zoning uses for such facilities.

Ordinance No. O-2122-16 alters the City of Norman’s pre-existing “Tier I” processor license category and zoning use to recognize that these activities are now covered by the state definition of “dispensary” and to establish that Tier I licenses will cease to be issued November 1, and that zoning uses after November 1 will be considered and treated the same as dispensaries.

O-2122-16 also contains language that will accommodate, by licensure and zoning, the state’s creation of hazardous/non-hazardous medical marijuana processor categories (including setting licensure fees based on similar existing licensure categories).

O-2122-16 adopts state law and definitions concerning Medical Marijuana Waste Facilities, and creates City of Norman licensure and zoning categories (also setting fees based on similar existing licensure categories) for these facilities.

Finally, O-2122-16 implements various other minor or non-substantive language changes meant to further align the zoning ordinance and Chapter 13’s treatment of these facilities as licensed entities and zoning uses, and also to further ensure the City of Norman’s treatment of these facilities/uses is consistent with state law as it evolves.

O-2122-16 was heard before the Norman Planning Commission on Thursday, September 9, 2021 and was recommended with a vote of 6 to 0.

RECOMMENDATION:

City Staff recommends adoption of Ordinance O-2122-16.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 13-108 of Chapter 13 shall be amended to read as follows:

SEC. 13-108 – Fee schedules for licenses and permits and occupational taxes.

* * *

- (s) Manufactured fertilizer 25.00
- (t) Marijuana Establishment
 - (1) Medical Marijuana Dispensary 600.00 initial/450.00 renewal
 - (2) Medical Marijuana Processor (a Tier I or II medical marijuana processor that also obtains a medical marijuana dispensary license for the location shall be issued a separate processor license, but shall not be required to pay duplicative initial or renewal fees) ...
 - a. Tier I (through November 1, 2021) and/or II medical marijuana processor ... 600.00 initial/450.00 renewal
 - b. Tier III Medical Marijuana Processor
 - i. Hazardous State Classification ... 900.00 (initial and renewal); or
 - ii. All Other Medical Marijuana Processors ... 900.00 (initial and renewal)
 - (3) Medical Marijuana Commercial Grower 900.00 (initial and renewal)
 - (4) Medical Marijuana Testing Laboratory 900.00 (initial and renewal)

- (5) Medical Marijuana Research Facility 500.00 (initial and renewal)
- (6) Medical Marijuana Education Facility 500.00 (initial and renewal)
- (7) Medical Marijuana Storage Facility (only required for locations where no other Marijuana Establishment license is obtained)600.00 initial/450.00 renewal
- (8) Medical Marijuana Waste Facility 900.00 (initial and renewal)

* * *

§2. That Section 13-3401 of Chapter 13 shall be amended to read as follows:

Sec. 13-3401 – Definitions.

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Marijuana dispensary means an entity that has been licensed by the State of Oklahoma, ~~which allows the entity to purchase medical marijuana from a processor licensee or grower licensee and sell medical marijuana only to qualified patients, or their parents or legal guardian(s) if applicable, and caregivers~~ and as defined by applicable state law and regulation.

Marijuana establishment means those establishments listed in [Section 13-108\(t\)](#) herein, and including medical marijuana businesses, as defined by applicable state law and regulation.

Marijuana grower means an entity that has been licensed by the State of Oklahoma pursuant to Title 63 O.S. § 422, ~~which allows the entity to grow, harvest, and package medical marijuana according to OAC 310:681 for the purpose of selling medical marijuana to a dispensary, processor, or researcher,~~ and as defined by applicable state law and regulation.

Marijuana processor means an entity that has been licensed by the State of Oklahoma pursuant to Title 63 O.S. § 423, ~~which allows the entity to: purchase marijuana from a commercial grower; prepare, manufacture, process, package, sell to, and deliver medical marijuana products to a dispensary licensee or other processor licensee; and may manufacture marijuana received from a qualified patient into a medical marijuana concentrate, for a fee,~~ and as defined by applicable state law and regulation.

Marijuana researcher facility means an entity issued a license by the State of Oklahoma pursuant to ~~Subchapter 4 of OAC 310:681,~~ and as defined by applicable state law and regulation.

Medical marijuana means marijuana that is grown, processed, dispensed, tested, possessed, or used for a medical purpose, as allowed by applicable state law and regulation.

Medical marijuana product means a product that contains cannabinoids that have been extracted from plant material or the resin therefrom by physical or chemical means and is intended for administration to a qualified patient, including but not limited to oils, tinctures, edibles, pills, topical forms, gels, creams, forms medically appropriate for administration by vaporization or a nebulizer, patches, tinctures, and liquids excluding live plant forms.

Medical marijuana storage facility means a facility where medical marijuana is being stored only, as permitted by applicable state law and regulation, and which facility is at a location for which any other marijuana establishment license has not already been obtained, and is not open to the general public. Those applicants with a state Transporter license that seek to maintain stand-alone licensed facilities for the storage of medical marijuana products transported shall be required to obtain a Medical Marijuana Storage Facility license.

Medical marijuana waste facility means an entity issued a license by the State of Oklahoma, and as defined by applicable state law and regulation ~~unused, surplus, returned or out-of-date marijuana, recalled marijuana; unused marijuana; plant debris of the plant of the genus cannabis, including dead plants and all unused plant parts and roots; and any wastewater generated during growing and processing.~~

~~*Retailer* means a marijuana dispensary.~~

~~*Tier I medical marijuana processor*, prior to November 1, 2021, means referred to a facility located in the City of Norman defined and regulated by Oklahoma state law as a medical marijuana processor, and which engages in only the following activity(ies): the preparation (from medical marijuana grown off-site), including necessary grinding, of "pre-rolled" marijuana cigarettes, "joints" or "blunts" for sale on-site. On or after November 1, 2021, Tier I licenses will no longer be issued in order to implement new State of Oklahoma law and regulations concerning the preparation and packaging of pre-rolls. Nothing in this Code affects state law license categories for medical marijuana establishments. Local zoning and licensing applicants may be required to seek multiple state licenses in order to comply with state law.~~

Tier II medical marijuana processor means a facility defined and regulated by Oklahoma state law as a medical marijuana processor, and which engages in Tier I medical marijuana processor activities and/or the following activities: the use of marijuana concentrate(s) (created off-site in compliance with state law and regulation), to make derivative infused products for sale on-site. Tier II medical marijuana processing does not include extraction processes of any kind. Examples of Tier II medical marijuana processing are the cooking, baking or preparation of medical marijuana edible products, or the addition of marijuana concentrate to products pre-manufactured off-site, such as lotions or soaps. Nothing in this Code affects state law license categories for medical marijuana establishments. Local zoning and licensing applicants may be required to seek multiple state licenses in order to comply with state law. Medical Marijuana Processors classified as a "hazardous medical marijuana processor" according to state law shall not be allowed as Tier II Medical Marijuana Processors.

Tier III medical marijuana processor means a facility defined and regulated by Oklahoma state law as a medical marijuana processor, and which engages in any type(s) of medical marijuana

processing, including all allowed extraction processes, except that on-site sales are not permitted. Nothing in this Code affects state law license categories for medical marijuana establishments. Medical Marijuana Processors classified as “nonhazardous medical marijuana processor” or “hazardous medical marijuana processor” according to state law are allowed as Tier III Medical Marijuana Processors.

(Ord. No. 0-1819-17, § 2; Ord. No. 0-1920-4, § 2; Ord. No. 0-1920-39, § 2)

* * *

§ 3. That Section 424.1 of Chapter 22 shall be amended to read as follows:

SEC. 424.1 – C-2, GENERAL COMMERCIAL DISTRICT

* * *

3. Special Use. The following uses may be permitted, after review, in accordance with Section 434.1:

* * *

- (q) Tier III Medical Marijuana Processor, as allowed by state law.
- (r) Medical Marijuana Waste Facility (incineration only), as allowed by state law.

* * *

§ 4. That Section 426.1 of Chapter 22 shall be amended to read as follows:

SEC. 426.1 – I-1, LIGHT INDUSTRIAL DISTRICT

* * *

1. Uses Permitted. Property and buildings in an I-1, Light Industrial District, shall be used only for the following purposes:

* * *

(b) The Following uses when conducted within a complete enclosed building:

* * *

- (18) Medical Marijuana Storage Facility.
- (19) Medical Marijuana Waste Facility (incineration and/or composting only), as allowed by state law.

* * *

§ 5. That Section 450 of Chapter 22 shall be amended to read as follows:

Sec. 450 – DEFINITIONS

* * *

(80.5) MARIJUANA DEFINITIONS. Those definitions set forth in ~~the applicable Oklahoma Medical Marijuana and Patient Protection Act, and found at 63 Okla. Stat. § 420 et seq.~~ law and regulation concerning medical marijuana, shall be incorporated and applicable within the Zoning Ordinance. Further, zoning uses shall be compatible with those licenses issued in Chapter 13 of the Norman Municipal Code. ~~Additionally,~~ The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Medical Marijuana Storage Facility: means a facility where medical marijuana is being stored only, as permitted by applicable state law and regulation, and which facility is at a location for which any other Marijuana Establishment license has not already been obtained, and is not open to the general public. Those with a state Transporter license that seek to maintain stand-alone facilities for the storage of medical marijuana products transported shall be considered a Medical Marijuana Storage Facility for the purposes of this Ordinance.

Tier I Medical Marijuana Processor: prior to November 1, 2021, means referred to a facility located in the City of Norman defined and regulated by Oklahoma state law as a Medical Marijuana Processor, and which engageds in only the following activity(ies): the preparation (from medical marijuana grown off-site), including necessary grinding, of “prerolled” marijuana cigarettes, “joints” or “blunts” for sale on-site. On or after November 1, 2021, any applicant proposing a use that meets the definition of “Tier I Medical Marijuana Processor” including on-site sales shall be considered and treated as a Medical Marijuana Dispensary use, and Tier I Medical Marijuana Processor licenses shall cease being issued pursuant to Chapter 13 of this Code on November 1, 2021. Nothing in this code affects state law license categories for Medical Marijuana Establishments. Local zoning and licensing applicants may be required to seek multiple state licenses in order to comply with state law.

Tier II Medical Marijuana Processor: means a facility defined and regulated by Oklahoma state law as a Medical Marijuana Processor, and which engages in Tier I Medical Marijuana Processor activities and/or the following activities: the use of Marijuana Concentrate(s) (created off-site in compliance with state law and regulation), to make derivative infused products for sale on-site. Tier II Medical Marijuana Processing does not include extraction processes of any kind. Examples of Tier II Medical Marijuana Processing are the cooking, baking or preparation of Medical Marijuana edible products, or the addition of Marijuana Concentrate to products pre-manufactured off-site, such as lotions or soaps. Nothing in this code affects state law license categories for Medical Marijuana Establishments. Local zoning and licensing applicants may be required to seek

multiple state licenses in order to comply with state law. Medical Marijuana Processors classified as a “hazardous medical marijuana processor” according to state law shall not be allowed as Tier II Medical Marijuana Processors.

Tier III Medical Marijuana Processor: means a facility defined and regulated by Oklahoma state law as a Medical Marijuana Processor, and which engages in any type(s) of Medical Marijuana Processing, including all allowed extraction processes, except that on-site sales are not permitted. Nothing in this code affects state law license categories for Medical Marijuana Establishments. Medical Marijuana Processors classified as “nonhazardous medical marijuana processor” or “hazardous medical marijuana processor” according to state law are allowed as Tier III Medical Marijuana Processors. (O-1920-39)

* * *

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2021.

NOT ADOPTED this _____ day
of _____, 2021.

Mayor

Mayor

ATTEST:

City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 13-108, IN ARTICLE I OF CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING ARTICLE XXXIV, SECTION 13-3401, IN CHAPTER 13 (LICENSES AND OCCUPATIONS); AMENDING SECTION 424.1 (C-2, GENERAL COMMERCIAL DISTRICT), AND SECTION 426.1 (I-1, LIGHT INDUSTRIAL DISTRICT), BOTH IN ARTICLE XI OF CHAPTER 22 (ZONING ORDINANCE); AND AMENDING SECTION 450 (DEFINITIONS), IN ARTICLE XIV OF CHAPTER 22 (ZONING ORDINANCE); IN ORDER TO ADD PERMITTED AND SPECIAL USES FOR MEDICAL MARIJUANA WASTE FACILITIES, AND TO IMPLEMENT CHANGES AND RESOLVE INCONSISTENCIES RESULTING FROM 2021 STATE LAW UPDATES REGARDING MEDICAL MARIJUANA; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

§ 1. That Section 13-108 of Chapter 13 shall be amended to read as follows:

SEC. 13-108 – Fee schedules for licenses and permits and occupational taxes.

* * *

- (s) Manufactured fertilizer 25.00
- (t) Marijuana Establishment
 - (1) Medical Marijuana Dispensary 600.00 initial/450.00 renewal
 - (2) Medical Marijuana Processor (a Tier I or II medical marijuana processor that also obtains a medical marijuana dispensary license for the location shall be issued a separate processor license, but shall not be required to pay duplicative initial or renewal fees) ...
 - a. Tier I (through November 1, 2021) and/or II medical marijuana processor ... 600.00 initial/450.00 renewal
 - b. Tier III Medical Marijuana Processor
 - i. Hazardous State Classification ... 900.00 (initial and renewal); or
 - ii. All Other Medical Marijuana Processors ... 900.00 (initial and renewal)
 - (3) Medical Marijuana Commercial Grower 900.00 (initial and renewal)
 - (4) Medical Marijuana Testing Laboratory 900.00 (initial and renewal)
 - (5) Medical Marijuana Research Facility 500.00 (initial and renewal)

- (6) Medical Marijuana Education Facility 500.00 (initial and renewal)
- (7) Medical Marijuana Storage Facility (only required for locations where no other Marijuana Establishment license is obtained)600.00 initial/450.00 renewal
- (8) Medical Marijuana Waste Facility 900.00 (initial and renewal)

* * *

§2. That Section 13-3401 of Chapter 13 shall be amended to read as follows:

Sec. 13-3401 – Definitions.

The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Marijuana dispensary means an entity that has been licensed by the State of Oklahoma, and as defined by applicable state law and regulation.

Marijuana establishment means those establishments listed in [Section 13-108\(t\)](#) herein, and including medical marijuana businesses, as defined by applicable state law and regulation.

Marijuana grower means an entity that has been licensed by the State of Oklahoma, and as defined by applicable state law and regulation.

Marijuana processor means an entity that has been licensed by the State of Oklahoma, and as defined by applicable state law and regulation.

Marijuana research facility means an entity issued a license by the State of Oklahoma, and as defined by applicable state law and regulation.

Medical marijuana means marijuana that is grown, processed, dispensed, tested, possessed, or used for a medical purpose, as allowed by applicable state law and regulation.

Medical marijuana product means a product that contains cannabinoids that have been extracted from plant material or the resin therefrom by physical or chemical means and is intended for administration to a qualified patient, including but not limited to oils, tinctures, edibles, pills, topical forms, gels, creams, forms medically appropriate for administration by vaporization or a nebulizer, patches, tinctures, and liquids excluding live plant forms.

Medical marijuana storage facility means a facility where medical marijuana is being stored only, as permitted by applicable state law and regulation, and which facility is at a location for which any other marijuana establishment license has not already been obtained, and is not open to the general public. Those applicants with a state Transporter license that seek to maintain

stand-alone licensed facilities for the storage of medical marijuana products transported shall be required to obtain a Medical Marijuana Storage Facility license.

Medical marijuana waste facility means an entity issued a license by the State of Oklahoma, and as defined by applicable state law and regulation.

Tier I medical marijuana processor, prior to November 1, 2021, referred to a facility located in the City of Norman defined and regulated by Oklahoma state law as a medical marijuana processor, and which engaged in only the following activity(ies): the preparation (from medical marijuana grown off-site), including necessary grinding, of "pre-rolled" marijuana cigarettes, "joints" or "blunts" for sale on-site. On or after November 1, 2021, Tier I licenses will no longer be issued in order to implement new State of Oklahoma law and regulations concerning the preparation and packaging of pre-rolls.

Tier II medical marijuana processor means a facility defined and regulated by Oklahoma state law as a medical marijuana processor, and which engages in Tier I medical marijuana processor activities and/or the following activities: the use of marijuana concentrate(s) (created off-site in compliance with state law and regulation), to make derivative infused products for sale on-site. Tier II medical marijuana processing does not include extraction processes of any kind. Examples of Tier II medical marijuana processing are the cooking, baking or preparation of medical marijuana edible products, or the addition of marijuana concentrate to products pre-manufactured off-site, such as lotions or soaps. Nothing in this Code affects state law license categories for medical marijuana establishments. Local zoning and licensing applicants may be required to seek multiple state licenses in order to comply with state law. Medical Marijuana Processors classified as a "hazardous medical marijuana processor" according to state law shall not be allowed as Tier II Medical Marijuana Processors.

Tier III medical marijuana processor means a facility defined and regulated by Oklahoma state law as a medical marijuana processor, and which engages in any type(s) of medical marijuana processing, including all allowed extraction processes, except that on-site sales are not permitted. Nothing in this Code affects state law license categories for medical marijuana establishments. Medical Marijuana Processors classified as "nonhazardous medical marijuana processor" or "hazardous medical marijuana processor" according to state law are allowed as Tier III Medical Marijuana Processors.

* * *

§ 3. That Section 424.1 of Chapter 22 shall be amended to read as follows:

SEC. 424.1 – C-2, GENERAL COMMERCIAL DISTRICT

* * *

3. Special Use. The following uses may be permitted, after review, in accordance with Section 434.1:

* * *

- (q) Tier III Medical Marijuana Processor, as allowed by state law.
- (r) Medical Marijuana Waste Facility (incineration only), as allowed by state law.

* * *

§ 4. That Section 426.1 of Chapter 22 shall be amended to read as follows:

SEC. 426.1 – I-1, LIGHT INDUSTRIAL DISTRICT

* * *

1. Uses Permitted. Property and buildings in an I-1, Light Industrial District, shall be used only for the following purposes:

* * *

(b) The Following uses when conducted within a complete enclosed building:

* * *

- (18) Medical Marijuana Storage Facility.
- (19) Medical Marijuana Waste Facility (incineration and/or composting only), as allowed by state law.

* * *

§ 5. That Section 450 of Chapter 22 shall be amended to read as follows:

Sec. 450 – DEFINITIONS

* * *

(80.5) MARIJUANA DEFINITIONS. Those definitions set forth in applicable Oklahoma law and regulation concerning medical marijuana, shall be incorporated and applicable within the Zoning Ordinance. Further, zoning uses shall be compatible with those licenses issued in Chapter 13 of the Norman Municipal Code. The following words, terms and phrases, when used in this article, shall have the meaning ascribed to them in this section, except where the context clearly indicates a different meaning:

* * *

Medical Marijuana Storage Facility: means a facility where medical marijuana is being stored only, as permitted by applicable state law and regulation, and which facility is at a location for which any other Marijuana Establishment license has not already been

obtained, and is not open to the general public. Those with a state Transporter license that seek to maintain stand-alone facilities for the storage of medical marijuana products transported shall be considered a Medical Marijuana Storage Facility for the purposes of this Ordinance.

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Tier III Medical Marijuana Processor: means a facility defined and regulated by Oklahoma state law as a Medical Marijuana Processor, and which engages in any type(s) of Medical Marijuana Processing, including all allowed extraction processes, except that on-site sales are not permitted. Nothing in this code affects state law license categories for Medical Marijuana Establishments. Medical Marijuana Processors classified as “nonhazardous medical marijuana processor” or “hazardous medical marijuana processor” according to state law are allowed as Tier III Medical Marijuana Processors. (O-1920-39)

* * *

§ 6. Severability. If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this ordinance, except that the effective date provision shall not be severable from the operative provisions of the ordinance.

ADOPTED this _____ day
of _____, 2021.

NOT ADOPTED this _____ day
of _____, 2021.

Mayor

Mayor

ATTEST:

Brenda Hall, City Clerk