



CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069
Tuesday, January 18, 2022 at 6:30 PM

AGENDA

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

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

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

CALL TO ORDER

ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF MINUTES

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

CITY COUNCIL STUDY SESSION MINUTES OF OCTOBER 5, 2021

CITY COUNCIL STUDY SESSION MINUTES OF OCTOBER 19, 2020

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE
MINUTES OF OCTOBER 28, 2021

CITY COUNCIL STUDY SESSION MINUTES OF NOVEMBER 2, 2021

CITY COUNCIL MINUTES OF DECEMBER 14, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF DECEMBER 14, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF DECEMBER 14, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF DECEMBER 14, 2021

PROCLAMATIONS

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-18: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, RECOGNIZING MONDAY, JANUARY 17, 2022, AS MARTIN LUTHER KING JR. DAY IN THE CITY OF NORMAN
3. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-19: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JANUARY, 2022, AS NATIONAL MENTORING MONTH IN THE CITY OF NORMAN.

COUNCIL ANNOUNCEMENTS

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 32 be placed on the consent docket.

First Reading Ordinance

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-22 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE WEST HALF (W/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RE, RESIDENTIAL ESTATES DWELLING DISTRICT AND PLACE THE SAME IN THE CR, RURAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST OF OLIPHANT AVENUE BETWEEN ALAMEDA DRIVE AND ALAMEDA STREET)
5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-27 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF

NORMAN SO AS TO GRANT SPECIAL USE FOR MEDICAL MARIJUANA PROCESSING (TIER III) IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT 3C IN BLOCK TWO (2) OF EAST LINDSEY PLAZA SECTION 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1228 LINDSEY PLAZA DRIVE)

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-29 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, THE C-3, INTENSIVE COMMERCIAL DISTRICT, AND THE O-1, OFFICE-INSTITUTIONAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS)
7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-30 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING CERTAIN PUBLIC INTERESTS IN AN ALLEY AND RIGHTS-OF-WAY LOCATED AT THE NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SITE; AND PROVIDING FOR THE SEVERABILITY THEREOF.
8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-31 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 (ZONING ORDINANCE), ARTICLE XI, SPECIFIC DISTRICT REGULATIONS, SECTION 429.3 IN DEFINITIONS DELETING CONSERVATION AND ADDING ORIGINAL, PERIOD OF SIGNIFICANCE, RELOCATION, AND SECRETARY OF THE INTERIOR STANDARDS OF HISTORIC BUILDINGS; EDITS FOR CONSISTENCY OR CORRECTION PURPOSES; ADDING WRITTEN DENIAL REQUIREMENT; ADDING SEVEN DAY NOTICE; EXTENDING TIME LIMIT OF CERTIFICATE OF APPROPRIATENESS (COA) FROM SIX MONTHS TO TWELVE MONTHS; AND RESTRUCTURING EXCEPTIONS TO ADMINISTRATIVE BYPASS; AND PROVIDING FOR THE SEVERABILITY THEREOF.
9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-34: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2122-35, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS FROM THREE DOLLARS AND THIRTY-FIVE CENTS (\$3.35) TO FOUR

DOLLARS AND TWENTY CENTS (\$4.20) PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS OF WATER, FROM FOUR DOLLARS AND TEN CENTS (\$4.10) TO FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 5,001 AND 15,000 GALLONS, FROM FIVE DOLLARS AND TWENTY CENTS (\$5.20) TO SIX DOLLARS AND FIFTY CENTS (\$6.50) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 15,001 AND 20,000 GALLONS, AND FROM SIX DOLLARS AND EIGHTY CENTS (\$6.80) TO EIGHT DOLLARS AND FIFTY CENTS (\$8.50) PER THOUSAND GALLONS FOR WATER USAGE OVER 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL WATER SERVICE FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE WATER RATES FOR NON-RESIDENTIAL METERED USERS FROM THREE DOLLARS AND EIGHTY CENTS (\$3.80) TO FOUR DOLLARS AND THIRTY-FIVE CENTS (\$4.35) PER THOUSAND GALLONS FOR WATER USAGE UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN AND FROM FOUR DOLLARS AND TWENTY CENTS (\$4.20) TO FOUR DOLLARS AND EIGHTY CENTS (\$4.80) PER THOUSAND GALLONS FOR WATER USAGE EXCEEDING SUCH NON-RESIDENTIAL METERED USER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

10. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-35: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 5TH DAY OF APRIL, 2022, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2122-34, WHICH ORDINANCE AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2122-35, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS FROM THREE DOLLARS AND THIRTY-FIVE CENTS (\$3.35) TO FOUR DOLLARS AND TWENTY CENTS (\$4.20) PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS OF WATER, FROM FOUR DOLLARS AND TEN CENTS (\$4.10) TO FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 5,001 AND 15,000 GALLONS, FROM FIVE DOLLARS AND TWENTY CENTS (\$5.20) TO SIX DOLLARS AND FIFTY CENTS (\$6.50) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 15,001 AND 20,000 GALLONS, AND FROM SIX DOLLARS AND EIGHTY CENTS (\$6.80) TO EIGHT DOLLARS AND FIFTY CENTS (\$8.50) PER THOUSAND GALLONS FOR WATER USAGE OVER 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL

WATER SERVICE FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE WATER RATES FOR NON-RESIDENTIAL METERED USERS FROM THREE DOLLARS AND EIGHTY CENTS (\$3.80) TO FOUR DOLLARS AND THIRTY-FIVE CENTS (\$4.35) PER THOUSAND GALLONS FOR WATER USAGE UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN AND FROM FOUR DOLLARS AND TWENTY CENTS (\$4.20) TO FOUR DOLLARS AND EIGHTY CENTS (\$4.80) PER THOUSAND GALLONS FOR WATER USAGE EXCEEDING SUCH NON-RESIDENTIAL METERED USER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

Appointments

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

NORMAN REGIONAL HOSPITAL AUTHORITY

TERM: 10-31-21 TO 10-31-24: MARY WOMACK, WARD 5

TERM: 10-31-21 TO 10-31-24: DR. MUHAMMAD ANWAR, WARD 8

TERM: 10-31-21 TO 10-31-24: DR. DIANNE CHAMBERS, WARD 3

Reports/Communications

12. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF NOVEMBER, 2021.
13. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT/NORMAN) ANNUAL REPORT FROM JULY 1, 2020 THROUGH JUNE 30, 2021.

Request for Proposal

14. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-32: FOR THE PURCHASE OF A THIRTY (30) TON CARBON DIOXIDE TANK FROM TOMCO SYSTEMS COMPANY IN THE AMOUNT OF \$228,975 FOR WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK.

Donation

- [15.](#) CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$500 FROM THE J.M. WILLIAMS REVOCABLE TRUST TO BE USED FOR TRAINING FOR THE NORMAN POLICE DEPARTMENT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

Reconciliation of Funds

- [16.](#) CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE REALLOCATION OF AVAILABLE FUNDS TO THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT AND THE ATTACHMENTS FOR THE 2012 TRANSPORTATION BOND PROGRAM RECONCILIATION.

Certificate of Plat Correction

- [17.](#) CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-2 FOR LITTLE RIVER ESTATES, AND EASEMENT E-2122-27 (LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 120TH AVE. SE AND CEDAR LANE ROAD {CLOSED}).

Final Plat

- [18.](#) CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR CLUB CARWASH AT ST. JAMES CENTRE AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (LOCATED AT THE SOUTHEAST CORNER OF CLASSEN BOULEVARD AND CEDAR LANE ROAD)

Contracts

- [19.](#) CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT BY \$80,000 FOR A REVISED CONTRACT AMOUNT OF \$439,109 AND BUDGET APPROPRIATION AND TRANSFERS AS OUTLINED IN THE STAFF REPORT.
- [20.](#) CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO ONE TO CONTRACT K-2021-128: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) D/B/A EMBARK, INCREASING THE CONTRACT AMOUNT BY \$107,687.58 FOR A REVISED AMOUNT NOT-TO-EXCEED \$3,459,655.58 TO ADD THE PROVISION OF WASHING AND FUELING SERVICES TO THE SERVICE AGREEMENT FOR THE CITY OF NORMAN PUBLIC TRANSPORTATION FLEET.
- [21.](#) CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-80: BY AND BETWEEN NORMAN UTILITIES

AUTHORITY AND OKLAHOMA ELECTRIC COOPERATIVE FOR A DISTRIBUTION COOPERATIVE AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION AT THE WATER RECLAMATION FACILITY AT 3500 JENKINS AVENUE.

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONTRACT K-2122-87 BY AND BETWEEN THE CITY OF NORMAN AND HALL PARK PROPERTY OWNERS' ASSOCIATION, INC FOR VEGETATIVE MANAGEMENT AT HALL PARK LAKES.
23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-88: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$32,250 FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONSTRUCTION OF THE EMERGENCY COMMUNICATIONS CENTER/ EMERGENCY OPERATIONS CENTER (ECC/EOC).
24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1617-69: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY AND ARCHITECTS DESIGN GROUP, INC., (ADG) INCREASING THE CONTRACT AMOUNT BY \$1,097,405 FOR A REVISED CONTRACT AMOUNT OF \$2,152,611 TO PROVIDE ADDITIONAL PROFESSIONAL ARCHITECTURAL DESIGN SERVICES, AND ADDING THE NORMAN MUNICIPAL AUTHORITY AS A PARTY TO THE CONTRACT AND ITS VARIOUS AMENDMENTS, FOR THE EMERGENCY COMMUNICATIONS CENTER/EMERGENCY OPERATIONS CENTER (ECC/EOC).
25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-90: A PURCHASE SALE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND JPMORGAN CHASE BANK IN THE AMOUNT OF \$435,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 318-320 EAST COMANCHE STREET AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN WITH JPMORGAN CHASE BANK TO CONTINUE THE SALE PROCESS.
26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-85: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TETRA TECH, INC., TO PROVIDE CONSULTANT SERVICES TO UPDATE THE CITY OF NORMAN DISASTER DEBRIS MANAGEMENT PLAN

Resolutions

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-73. A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$27,300 FROM THE FEDERAL SEIZURE AND RESTITUTION FUND BALANCE TO PURCHASE YEAR

FOUR OF THE AXON TECHNOLOGY ASSURANCE PLAN UNDER CONTRACT K181957.

28. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-75: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY AUTHORIZING THE CHAIRMAN TO SUBMIT OKLAHOMA GAS AND ELECTRIC COMPANY (OG&E) INTERCONNECTION APPLICATIONS FOR THE SOLAR PROJECT AT THE WATER RECLAMATION FACILITY AND THE WATER TREATMENT PLANT.
29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-79: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ASSIGNING CONTRACT K-8990-32 WITH HASKELL LEMON CONSTRUCTION COMPANY TO HASKELL LEMON GROUP, L.L.C., AND ASSIGNING ALL RIGHTS AND DUTIES AS “LESSEE” UNDER THE CONTRACT TO HASKELL LEMON GROUP, L.L.C.
30. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-80: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE 2021 ADA TRANSIT TRANSITION PLAN AS AN ADDENDUM TO THE 2018 SELF-EVALUATION AND TRANSITION PLAN IN ORDER TO IMPROVE ACCESSIBILITY FOR CITY PROGRAMS, SERVICES, ACTIVITIES, FACILITIES, PROJECT DECISIONS, AND IMPROVEMENTS THAT ARE PLANNED AND GUIDED BY THE CURRENT AMERICANS WITH DISABILITIES ACT REQUIREMENTS.
31. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-81: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACCEPTING THE APPORTIONMENT OF \$919,549 TO THE FEDERAL TRANSIT ADMINISTRATION’S NORMAN URBANIZED AREA THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO FORMALLY PROGRAM THE FUNDING FOR A VEHICLE WASH FACILITY.
32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC COMMITTEE TO REVIEW POTENTIAL AMENDMENTS TO THE CENTER CITY FORM BASED CODE (“CCFBC”), APPOINTING MEMBERS, AND DESIGNATING A CHAIRPERSON.

NON-CONSENT ITEMS

33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-79: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ASSIGNING CONTRACT K-8990-32 WITH HASKELL LEMON CONSTRUCTION COMPANY TO HASKELL LEMON GROUP,

L.L.C., AND ASSIGNING ALL RIGHTS AND DUTIES AS “LESSEE” UNDER THE CONTRACT TO HASKELL LEMON GROUP, L.L.C.

34. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-15 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND TO REMOVE THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 AND 1035 SOUTH BERRY ROAD)
35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-86: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROVING AN APPEAL OF THE TEMPORARY ADMINISTRATIVE DELAY TO ALLOW THE SUBMITTAL OF A PERMIT APPLICATION FOR THE CONSTRUCTION OF A TRIPLEX WITH A REAR PARKING AREA AT 719 DEANS ROW AVENUE.
36. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE APOSTOLIC WORSHIP CENTER. (GENERALLY LOCATED 1300 FEET SOUTH OF TECUMSEH ROAD ON THE EAST SIDE OF PORTER AVENUE-3221 NORTH PORTER AVENUE)
37. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR ALPINE MOTORSPORTS. (GENERALLY LOCATED ONE-HALF MILE WEST OF PORTER AVENUE ON THE SOUTH SIDE OF WEST TECUMSEH ROAD-510 WEST TECUMSEH ROAD).
38. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR TRENT ESTATES. (LOCATED AT THE SOUTHEAST CORNER OF 96TH AVENUE N.E. AND ROCK CREEK ROAD [A CLOSED STREET]).
39. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-21 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE PLANNED UNIT DEVELOPMENT ESTABLISHED IN ORDINANCE O-1415-45 TO AMEND THE ALLOWABLE USES FOR LOT 4A, IN BLOCK ONE (1), OF UNIVERSITY NORTH PARK PROFESSIONAL CENTER, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF.
40. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-24 UPON SECOND AND FINAL

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

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

MISCELLANEOUS COMMENTS

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

ADJOURNMENT

File Attachments for Item:

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

CITY COUNCIL STUDY SESSION MINUTES OF OCTOBER 5, 2021

CITY COUNCIL STUDY SESSION MINUTES OF OCTOBER 19, 2020

CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE MINUTES OF OCTOBER 28, 2021

CITY COUNCIL STUDY SESSION MINUTES OF NOVEMBER 2, 2021

CITY COUNCIL MINUTES OF DECEMBER 14, 2021

NORMAN UTILITIES AUTHORITY MINUTES OF DECEMBER 14, 2021

NORMAN MUNICIPAL AUTHORITY MINUTES OF DECEMBER 14, 2021

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF DECEMBER 14, 2021



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Brenda Hall, City Clerk

PRESENTER: Brenda Hall, City Clerk

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

CITY COUNCIL STUDY SESSION MINUTES OF OCTOBER 5, 2021
CITY COUNCIL STUDY SESSION MINUTES OF OCTOBER 19, 2020
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION
COMMITTEE MINUTES OF OCTOBER 28, 2021
CITY COUNCIL STUDY SESSION MINUTES OF NOVEMBER 2, 2021
CITY COUNCIL MINUTES OF DECEMBER 14, 2021
NORMAN UTILITIES AUTHORITY MINUTES OF DECEMBER 14, 2021
NORMAN MUNICIPAL AUTHORITY MINUTES OF DECEMBER 14, 2021
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF
DECEMBER 14, 2021

CITY COUNCIL STUDY SESSION MINUTES

October 5, 2021

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

| | |
|----------|--|
| PRESENT: | Councilmembers Foreman, Hall, Holman, Lynn, Schueler, Studley, Mayor Clark |
| ABSENT: | Councilmembers Peacock and Tortorello |

Item 1, being:

UPDATE ON CAPITAL PROJECTS: TRANSIT/PUBLIC SAFETY AND PARK MAINTENANCE FACILITIES, HOUSEHOLD HAZARDOUS WASTE FACILITY, AND THE DEVELOPMENT CENTER.

Mr. Shawn O’Leary, Director of Public Works, introduced Mr. Paul D’Andrea, Capital Projects Engineer, who has been helping with projects being discussed. He said North Base, located at North Flood Avenue and Da Vinci Street, is home to the Fleet Maintenance Division and the City’s Compressed Natural Gas (CNG) Facilities and will be the future home for the Transit/Public Safety and Parks Maintenance Facilities. He said the Transit/Public Safety Facility is under construction and will consist of a 20,000 square foot facility to house the transit operations and maintenance activities as well as maintain heavy duty public safety equipment. A new 16,000 square foot facility is planned to house Parks Maintenance, which will be relocated from Reaves Park. He said he hopes to be able to build a vehicle wash facility in the near future because buses are washed, cleaned, and sanitized every night.

Mr. O’Leary highlighted the following timeline:

- October 2015, voters approved the NORMAN FORWARD initiative including Reaves Park improvements, which requires a new home for the Parks Maintenance Facility
- July 2019, the City began operating the Norman Public Transit System partnering with EMBARK out of Oklahoma City (OKC);
- August 2019, the design contract was amended to provide for the design of a new Transit/Public Safety Maintenance Facility and Parks Maintenance Facility to be located at North Base;
- August 2020, City Council formally authorized \$5.1 million of the Federal Transit Authority (FTA) CARES Act Grant to partially fund the construction of the Transit/Public Safety Maintenance Facility;
- October 2020, a contract was awarded to Flintco, L.L.C., for construction and a groundbreaking ceremony was held; and substantial completion and move in date is anticipated to be in November 2021.

Item 1, continued:

Mr. O'Leary said the current funded project budget is \$10,667,451.22 with current projected costs being \$10,659,021.25. Funding is being provided as follows:

- FTA Grant (CARES Act) - \$5,057,371
- Transit/Fire Facility (Capital Budget) - \$2,662,385
- Fire Apparatus Storage (Public Safety Sales Tax [PSST]) - \$870,000
- Reaves Park (NORMAN FORWARD) - \$2 million
- Americans with Disabilities Act (ADA) Building and Parks Evaluation - \$750
- Association of Central Oklahoma Governments (ACOG)/FTA Electric Vehicle Bus Grants - \$76,945.22.

All buses are washed as well as cleaned and sanitized every evening and a wash facility is desperately needed. Mr. O'Leary said OU is allowing the City to utilize their wash facility, but Staff is actively searching for funding for an onsite wash facility because driving the buses to OU every day is time consuming and uses more fuel. He said this would be a citywide wash facility for all City vehicles.

Mr. Chris Mattingly, Director of Utilities, introduced Ms. Michele Loudenback, Environmental and Sustainability Manager, who is overseeing the Household Hazardous Waste (HHW) Facility process.

Ms. Loudenback said beginning in April, 1999, the City began hosting one day HHW events beginning with a budget of \$75,000; however, actual costs were \$96,228.72. The events were staffed with volunteers who were given one hour of training before the event. The first event served 1,367 cars and 1,500 households who brought their pollutant products that equaled more than 63 tons of chemicals and included 126,512 pounds of combined chemicals, 958 tires, and 600 pounds of batteries. She highlighted the amount of pollutants removed over the last 20 years as 2,225,404 combined chemicals, 13,773 tires, 8,354 batteries, 484,535 E-waste products, and 370 gallons of pharmaceuticals (since 2013). She said the volunteers are really not well educated in handling dangerous chemicals so Staff began discussing a HHW Facility to be operated by the City of Norman.

City Council approved a contract with Studio Architecture on July 9, 2019, in the amount of \$206,700 for the design of the facility and approved a construction contract with Landmark Construction Group, L.L.C., on January 12, 2021, in the amount of \$1.4 million.

Ms. Loudenback said Staff applied for and received a 2020 Large Equipment Grant in the amount of \$55,000, which was used for the purchase of a bulb crusher, paint can crusher, and forklift with charger. She said Staff applied for and received a 2021 Large Equipment Grant in the amount of \$25,301, which was used for the purchase of spill containment equipment, aerosol disposal system, sharps kiosk, and the ability to hold two E-waste events (spring and fall)

The vision is to have a safe, consistent method for the collection, reuse, and disposal of HHW and the plan includes 30-minute appointment slots; year round collection opportunities; open Monday through Friday and every other Saturday (closing Sunday and Monday when open on Saturday);

Item 1, continued:

customers drive into the facility and employees remove the pollutants; a soft opening for City employees in mid-December; training, technical assistance, transportation, and ultimate disposal facilitated by the contractor; and the continuation of hosting annual e-waste events.

Ms. Loudenback said an E-Waste Event (electronics) will be held October 23rd in Reaves Park from 9:00 a.m. to 12:00 p.m. and a Paint Event will be held November 13th in Reaves Park from 9:00 a.m. to 1:00 p.m.

Councilmembers expressed their approval and excitement about the progress being made on these facilities.

Items submitted for the record

1. PowerPoint presentation entitled, "City of Norman Transit/Public Safety and Parks Maintenance Facilities, North Base Complex – Phase I Project Update," dated October 5, 2021
2. PowerPoint presentation entitled, "Household Hazardous Waste Facility Update," dated October 5, 2021

* * * * *

Item 2, being:

PRESENTATION FROM HOMEBASE ON THE GAPS ANALYSIS PORTION OF THE STRATEGIC HOMELESS PLAN.

Ms. Michelle Evans, Homeless Program Supervisor, introduced Ms. Carolyn Wylie, Homebase Deputy Director, Ms. Julie Silas, Homebase Directing Attorney, and Mr. David Dirks, Homebase Senior Staff Attorney.

Ms. Wylie said Homebase is a non-profit organization that has been working with homelessness for over 30 years. She said Homebase is mission driven; works at federal, state, and local levels; is customized and community specific; focuses on successful plan implementation; addresses equity as an integral part of evaluation and planning; and honors local expertise, especially People with Lived Experience of Homelessness.

Mr. Dirks provided an overview of the Strategic Planning Process, which is divided into two parts. Part One is Understanding Needs/Building Consensus that included an environmental scan, data gathering, community engagement (over 20 interviews, more than 500 surveys, and five focus groups), analysis, and an upcoming report with recommendations. Part Two is Developing Strategies and Recommendations that include a broadly shared Gap Analysis Report; community engagement to prioritize recommendations; developing an Action Plan; beginning preliminary implementation by building support for the Action Plan, helping with marketing materials, and providing strategic guidance for action step implementation, as needed.

Item 2, continued:

Mr. Dirks said the reason Homebase conducts a gap analysis and Action Plan is to establish a shared understanding of gaps and needs, align stakeholders and resources in support of shared objectives, and establish greater community-wide collaboration. He said a gap analysis provides an overview of homelessness in the City of Norman and Cleveland County that helps to provide a response system and recommendations for gaps or needs.

Ms. Silas said the City of Norman has a shortage of affordable rental units – seven out of ten housing units have more than three bedrooms; less than ten percent of housing units are one bedroom; and only one-third of housing units are renter occupied. She said these statistics are due to OU and the high desire for student housing that is not seen as much in other communities. She said most units are not affordable because no more than 30% of income should be spent on housing, but almost one in three households in Norman/Cleveland County pay more than 30% of their income on housing and more than one in two Black or African American households pay more than 30%.

Ms. Silas said a majority of the homeless in Norman/Cleveland County are adults with a small percentage being children. She said some homeless are sheltered, which means they may be in an emergency shelter, but if they are unsheltered, they are living in areas unfit for human habitation, i.e., car, streets, sidewalks, parks, etc. She said there are more unsheltered homeless (55%) than sheltered (45%).

Ms. Silas said the Point in Time (PIT) Count is a ritual that occurs every year and for one day, volunteers, City Staff, and service providers go into the community to identify how many people are experiencing homelessness. It does not measure how many people experienced homelessness throughout a year, but it is a snapshot that Housing and Urban Development (HUD) uses to identify the number of people experiencing homelessness. She said from 2015 to 2019, there was a slight growth in homelessness over time. She said another area Homebase looked at is how homelessness divides by race and in Norman, most of population is white and that is reflected in statistics. What is not obvious is that Asians and White populations are significantly under represented in the homeless community as compared to the general population while the opposite is true of Native American, Black, or African American population.

Issues that contribute to homelessness include disability status (one in three have a mental health condition and one in ten have a substance use disorder); lack of sufficient income (six in ten have no source of income and one in two have no source of non-cash benefits, such as food stamps, etc.); lack of health insurance (one in two have no health insurance); domestic violence (one in four experience domestic violence); and chronic homelessness (more than one in five). She said chronic homelessness is defined as a disability as well as being homeless more than a full year or at least four times within a three-year period.

Ms. Silas said housing needs are greater than total beds available. In the January 2020, Housing Inventory Count when the number of beds were counted there were 259 beds available and at the same time when the PIT Count was done, there were 146 people unsheltered most of whom were chronically homeless. More recently in June 2021, there was a waiting list for permanent housing (approximately 76 qualified individuals) or rapid rehousing (31 qualified individuals).

Item 2, continued:

Ms. Wylie highlighted the strengths of the Homeless Continuum of Care (CoC) that includes a very engaged, collaborative CoC with generally good internal communication; a strong partnership with the Norman Housing Authority; a crisis intervention program through the Norman Police Department (NPD); a low-barrier emergency/winter shelter and warming center providing support services; support for sub-population in the region (a youth program, day shelter and other programs for families with children, specialized housing and services for those fleeing domestic violence, and targeted outreach, housing and services for veterans); and an active CoC lead – the City of Norman.

Key priority areas for intervention include opportunities for safe and affordable housing; low-barrier housing and day services; supportive services; transportation to employment, services, and shelter; coordinated prevention assistance; utilization of Homeless Management Information System (HMIS) and data analysis; and coordination and communication to ensure effective use of limited resources.

Ms. Wylie said opportunities for safe and affordable housing include the need for affordable units; increasing the number of landlords willing to rent to People with Lived Experience of Homelessness; affordable housing for people with a criminal background; and removing other barriers to housing.

Recommendations for the need for affordable housing include

- Policy and Planning – establish a five-year countywide housing development pipeline and require set-asides for all new development dedicating a proportion of units for extremely low-income households; and
- New/Creative Development – prioritize the development of single-room occupancy buildings; and Incentivize Development – identify potential sites, provide land, expedite development, and offer incentives for permanent supportive housing (PSH) development.

Recommendations for landlord engagement include developing a landlord engagement campaign; addressing barriers for tenants; incentivizing landlord participation; and building positive relationships with landlords.

Recommendations for housing assistance include designating a countywide housing navigator; creating a flexible funding pool to supplement traditional funding streams and address barriers to housing; and expanding the successful one-stop programs to provide ID documents and mainstream benefits connections.

Ms. Wylie said low barrier housing and day services include limited capacity in emergency shelter and no permanent full-service 24-hour facility; need for more low-barrier, housing-focused shelter and services; need for improved focus on housing first implementation; and reported trend of criminalizing homelessness in the region. Recommendations for low-barrier and day services include establishing a permanent year round, low-barrier housing-focused shelter with day and night services; providing voluntary wrap around services and connections to key resources at all

Item 2, continued:

overnight and day services; reducing existing barriers to entry in the housing programs that are currently available in the region; and promoting use of best practices, such as motivational interviewing, trauma-informed care, and harm reduction.

Ms. Silas said supportive services include key gaps (mental health services, substance use treatment, and intensive care management); individuals with higher acuity conditions with less education and/or with more intense service needs have more difficulty navigating the system without help; and street and encampment outreach. Recommendations for supportive services include increasing the availability of drug treatment and mental health services; ensuring provider staff are trained on housing-focused approaches and that housing navigation is available countywide; expanding intensive case management support for individuals with high needs; and strengthening coordination with mainstream resources. Recommendations for outreach include expanding countywide street and encampment outreach; developing a peer support program with outreach component; creating interdisciplinary outreach teams (consider using a mobile outreach van with those teams); and ensuring existing outreach teams provide access to housing-focused case management, community engagement, public benefits enrollment, and other resources.

Ms. Silas said transportation to employment, services, and shelter are key challenges. Nearly 100% of people experiencing homelessness identified this as a top need, which creates a barrier to accessing services, finding and maintaining employment, finding housing, utilizing child care, and utilizing appointments. Services and housing options in the region are concentrated in certain parts of the county with limited transportation available countywide. Recommendations for transportation include developing a comprehensive transportation strategy in partnership with local transit authorities; providing visible, easily accessible information about transit schedules that does not require a smart phone or access to the internet; consider developing a subsidized ridesharing program or creating a van service; working with health care providers to set up transportation to and from medical appointments; creating a program that provides a discounted fare or free transit on public transportation; and setting up locations where personal belongings and service animals may be stored while people utilize transportation access services.

Mr. Dirks said in regard to coordinated prevention assistance, many people come from households on the economic margins who routinely face choices between housing and meeting other basic needs. Prevention programs are under-resourced given the level of need and each year, individuals and families are continuing to become homeless for the first time. Despite having limited, or in some case, no resources, some programs are effectively preventing homelessness. Recommendations for coordinated prevention assistance include:

- Enhancing System - emphasizing established prevention protocols for identifying, prioritizing, and serving at-risk households and providing regular training for all stakeholder partners in problem solving conversation techniques;
- Building Collaborative Partnerships – involving philanthropy, the faith community, and service organizations in supporting critical initiatives and strengthening partnerships to avoid discharges into homelessness; and
- Increasing Stability – increasing support for formerly homeless households with intensive service needs to attain long-term housing stability and expanding access to income, including employment and benefits.

Item 2, continued:

Mr. Dirks said there is a growing need for access to reliable, valid data and gathering accurate, timely data within the homeless system of care is challenging. The HMIS System Administrator has HMIS policies and procedures in place in conjunction with the CoC process and structures, but many agencies report they do not have adequate resources to participate in HMIS or meet the standards. It appears there is not a shared commitment toward data quality among CoC members nor is there any common understanding about fundamental aspects of HMIS and HUD reporting requirements. Recommendations for a robust data collection and analysis include a Data Quality Plan to create new engagement and accountability; evaluate and address disparities within the system; conduct more robust data gathering; implement appropriate incentives; and establish a monitoring structure.

Ms. Wylie said there are wide variations in feelings about the existing structure and efforts to address homelessness and no consensus among CoC stakeholders about how to work best with the broader community. There is a need for better outreach to individuals and families experiencing homelessness and improvement of education and engagement efforts with the public is needed. Recommendations for coordination and communication include developing and distributing current accessible resource materials; creating a publicly facing dashboard showing progress toward identified goals; creating form mechanisms to support transparency about the CoC to the broader community and enhancing communication; establishing a lived experience advisory board comprised of people currently experiencing homelessness or with recent lived expertise; promoting dialogue with external entities; and creating a communication campaign to improve public understanding of homelessness and to promote dialogue and collaboration.

Mayor Clark asked about the status of 718 North Porter (proposed 24-hour shelter with services) and Mr. Darrel Pyle, City Manager, said Staff is trying to accelerate the occupancy of 718 North Porter separate and apart from the re-platting of the current Porter Campus footprint.

Councilmember Hall said Council has been concentrating on what to do for the homeless in Norman, but this issue is really a Countywide plan and she is looking forward to having additional conversations with the County. She is also looking forward to engaging other partners throughout the County to address some of the issues. She said the City has to address affordable housing, not only for the unsheltered, but those on the verge of homelessness. Other important issues include addressing a 24-hour shelter and community outreach.

Councilmember Studley asked the status of getting everyone at the table, i.e., community partners, faith based partners, other government agencies, providers, etc. Mr. Pyle said that process has begun and Staff is looking at some blueprints for similar activities identified through social service agencies, faith based partners, local business owners, etc.

Councilmember Studley asked the status of a homeless database and Ms. Wylie said Ms. Evans has a report on how other cities are collecting data, which will help the City in deciding the best options for data collection.

Councilmember Studley asked what an environmental scan entails and Ms. Wylie said Homebase looks at everything housing and homeless related within the community, which gives Homebase a context for an analysis.

Item 2, continued:

Councilmember Studley said she wants to move forward with the Mobile Crisis Unit immediately because the new 988 System is not going to be able to fill some of the gaps related to homelessness and outreach.

Items submitted for the record

1. PowerPoint presentation entitled, "City of Norman Gaps Analysis," by Homebase dated October 5, 2021

* * * * *

The meeting was adjourned at 7:30 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

October 19, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Executive Conference Room on the 19th day of October, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

PRESENT:

Councilmembers Foreman, Hall,
Holman, Lynn, Peacock, Studley,
Mayor Clark

ABSENT:

Councilmembers Schueler and
Tortorello

Item 1, being:

UPDATE FROM THE OKLAHOMA DEPARTMENT OF MENTAL HEALTH AND
SUBSTANCE ABUSE SERVICES ON THE 988 CRISIS PROGRAM.

Mr. Jeff Dismukes, Director of Communications with the Oklahoma Department of Mental Health and Substance Abuse Services (ODMHSAS), said as far as mobile outreach, staffing is in the process and some positions have been filled. The adult mobile crisis unit's enhanced process has begun and has received approximately 30 to 40 calls per month that include proactive outreach where ODMHSAS Staff goes into the homeless community and different at-risk populations. The children's mobile crisis units receive approximately 30 to 40 calls per month and ODMHSAS expects that number to increase. He said this is typical during the school year because there are more people around an individual who may notice things are not right and ODMHSAS receives a lot of calls from schools utilizing the mobile crisis line. Other calls include working with the at-risk populations on compliance issues, delivering medications, etc., which averages around 200 team responses per month.

Mr. Dismukes said the State is also purchasing iPads for every single law enforcement agency in Oklahoma with a direct link to clinical staff professionals for in-field assessments and consultation. There will also be an expansion of Telehealth services and utilization of technology by the statewide provider system as well as training. The iPads are currently being delivered and are very simple to operate with two buttons, one for a clinician and one for officers (debriefing, advice on situation, officer's stress, etc.).

In July 2022, ODMHSAS is planning to launch a 24/7 operation with licensed and certified mental health crisis specialists with follow-up calls utilizing certified peer recovery support specialists based on a national model, but tailored to Oklahoma. The system will use an easy to remember nationwide number of 988, which will include connection and dispatch to local services and mobile crisis teams, including immediate communication and connection to 911, if needed. One call center will service Oklahoma with the goal of deescalating the caller, getting that caller help as quickly as possible, and diverting from law enforcement or hospitalization.

Item 1, continued:

Mr. Dismukes said the Request for Proposal (RFP) for the 988 Call Center is at the Oklahoma Office of Management and Enterprise Services level waiting to be sent out and the goal was to have the RFP out in October so he hopes the State works quickly on putting out that RFP. Once the RFP goes out, the RFP for the 988 Mobile Crisis (statewide) will also go out.

The Crisis Unit will transport the person to the proper facility for treatment or possibly deescalate the situation onsite with no further treatment needed at that time. If the caller needs a higher level of care, free secondary mental health transport will be provided by a third party contractor to the nearest Urgent Recovery or Crisis Center (if facility is more than 30 miles away). He said law enforcement is the only entity at this time that can transport a person more than 30 miles away; however, State Statute changes on November 1st to allow a third party transport service, meeting the goal of diverting that task from law enforcement. Mr. Dismukes said transport service provider contracts should be going out by the end of the month and cities/counties will be given a list of providers and phone numbers.

Mr. Dismukes said prior to 988 Call Center going into effect, people can continue to call the Oklahoma Community Mental Health Center directly. He said 988 will change the way mental health issues are handled and the State will work collaboratively with cities and counties.

Mr. Darrel Pyle, City Manager, said Ms. Shameika Williams, ODMHSA Director of Children, Youth and Family Services, established the youth crisis program and is working on the adult roll out with Mr. Dismukes. He said Ms. Williams will be hiring the community outreach providers and the City's Communication Officers are now able to reach out to Ms. Williams and the community outreach providers, if needed. The current location of the youth crisis unit is on Gibbs Street, known as the Gibbs House, on Griffin Hospital property and they are moving into a new facility on Griffin Hospital property with the goal (January 2022) of utilizing the Gibbs House for day space available for providing services for the homeless population at large.

Councilmember Lynn asked if patients will be transported back to where they came from once they are released and Mr. Dismukes said yes.

Mr. Dismukes said the Oklahoma County Crisis Intervention Facility has urgent care beds and hospital beds for immediate care for someone in crisis (walk-ins or brought in by family member). He said patients are stabilized, assessed, and transported to the next level of care, if needed.

Mayor Clark thanked Mr. Dismukes for the update.

* * * * *

Item 2, being:

UPDATE ON POLICE DEPARTMENT REORGANIZATION.

Mr. Kevin Foster, Police Chief, said the Norman Police Department (NPD) is moving the Uniform Support Division within the organizational chart into personnel and training in the Planning and Logistics area, which will be a separate bureau. The Animal Welfare Division will be moved to

Item 2, continued:

the Support Division. He said a Community and Staff Services Bureau is being created to include personnel/training and community outreach. He said School Resource Officers (SROs) are a great asset for youth crisis issues and will be placed under the Community Outreach Division. He said the Community Outreach Division will be going into the community to identify problems and work with the community to address those problems.

Chief Foster said fire calls have also increased due to carelessness in homeless camp fire pits.

Captain Stacey Clement, Uniform Support Division, said the City of Norman has had some challenging times that includes staffing challenges at NPD. She said there has been a significant reduction in proactive policing in 2021 and there has been an 11% increase in crimes against people and felonies, 19% increase in aggravated assaults, 11% increase in larceny, and 50% increase in auto thefts. She said 2020 was the deadliest year in several decades for vehicle accidents resulting in serious injury or death.

Captain Clement said as far as outreach, the Traffic Unit will handle education, social media, and enforcement. The Proactive Unit will be working with the community to identify and solve problems, and there will be intelligence based directing of resources to the few who commit the majority of serial crimes. She said the Proactive Unit will not be responding to calls for service as it is a problem solving unit.

In 2018, NPD had 532 contacts regarding homeless activities; in 2019, there were 868 contacts; in 2020 there were 1,368; and in 2021, there has been 1,638 to date. Chief Foster said the number could be higher because Staff only searched for the word homeless so these numbers are based on that search. He said some officers may not have used the word “homeless” in their report, but did have contact about homeless issues.

Captain Clement said it is not a crime to be homeless or mentally ill, but there is a criminal element victimizing this population and increasing the number of contacts. The Proactive Unit will focus on criminal behavior and work with residents and businesses to address safety and quality of life concerns.

Councilmember Lynn asked what NPD needed from Council to make things happen and make Norman the safest City as possible and Chief Foster said he would like the nine positions cut from the budget in FYE 2020 to be reinstated in the budget. He would like to add more officers to Captain Clement’s response unit that would be more proactive in problematic areas of the community and help address the problems more precisely.

Mr. Pyle said Staff obtained some pricing on the “van type” vehicle Councilmember Studley had described in previous meetings to help with homeless issues and it would cost approximately \$160,000 for one Americans with Disabilities (ADA) vehicle. He said a van could be acquired with some of the money Council allocated for a crisis unit and a citizen’s committee should be formed to decide who will operate the vehicle, how it would be operated, how it would be dispatched, etc.

Item 2, continued:

Councilmember Holman said he is interested in funding the Community Outreach Division.

Councilmember Studley said Food and Shelter for Friends has a day shelter, but not everyone that is homeless wants to go there for various reasons. She asked if it would help to open the City's warming shelter 24/7 to alleviate some of the homeless problems and Chief Foster said if the homeless is willing to go to a shelter it might help, especially if there were services available for health care or drug/alcohol treatment. Mr. Pyle said the Gibbs House, once open, will provide those types of services and shelter to the homeless, which should alleviate some of the issues with the homeless population.

Items submitted for the record

1. PowerPoint entitled, "Norman Police Department RE-organization"

* * * * *

The meeting was adjourned at 6:56 p.m.

ATTEST:

City Clerk

Mayor

CITY COUNCIL
COMMUNITY PLANNING AND TRANSPORTATION
COMMITTEE MINUTES

October 28, 2021

The City Council Community Planning and Transportation Committee of the City of Norman, Cleveland County, State of Oklahoma, met at 4:03 p.m. in the Executive Conference Room on the 28th day of October, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

| | |
|-----------------|--|
| PRESENT: | Councilmembers Hall, Peacock, Schueler, Studley, and Chairman Holman |
| ABSENT: | None |
| OTHERS PRESENT: | Mr. Kevin Foster, Police Chief Mr. Taylor Johnson, Transit and Parking Program Manager Ms. Beth Muckala, Assistant City Attorney Mr. Shawn O’Leary, Director of Public Works Ms. Heather Poole, Assistant City Attorney Mr. David Riesland, Transportation Engineer Mr. Jessie Rush, Assistant Director of Operations, EMBARK Ms. Kathryn Walker, City Attorney Ms. Syndi Runyon, Administrative Technician IV |

Item 1, being:

PUBLIC TRANSIT RIDERSHIP REPORT.

Mr. Taylor Johnson, Transit and Parking Program Manager, said the fixed route service transported 21,584 passengers in September 2021, compared to 20,789 in August 2021. The daily average ridership was 863. There were 762 passengers with bicycles and 438 passengers with wheelchairs or other mobility devices transported in September.

The paratransit service transported 1,696 passengers in September 2021, compared to 1,637 in August 2021. Average daily ridership was 68, an increase of 7.75%.

Saturday service totaled 1,113 in September 2021, a 33.63% decrease over 1,677 in August 2021.

Mr. Johnson said during the months of August and September, City Staff offered transit system Ride Alongs each Friday, and a City Staff member rode with citizens on Route 110 on its 10:00 a.m. trip throughout Norman. These Ride Alongs were created as an opportunity for anyone interested in public transportation to join Staff for a bus ride and ask questions. During the Ride Alongs, City Staff, Norman Regional Health System Staff, citizens, and elected officials participated.

Item 1, continued:

The Go Norman Transit Plan was approved by Council on June 22, 2021, and Staff is continuing exploratory work on the next steps as recommended by the Plan. This includes work on the downtown transit center and potential grant opportunities for creating additional bus stops that are associated with the recommended route changes in the Plan.

During Council's October 12, 2021, Conference, Staff presented an overview of existing public transit services and the concept of micro-transit and on-demand services. At the conclusion of that discussion, Staff was directed to look at options for a pilot project for next fiscal year, which Staff is in the process of doing.

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

On October 1, 2021, the Association of Central Oklahoma Governments (ACOG) announced the grant cycle for the Air Quality Small Grant Program was open. This program seeks to improve air quality in Central Oklahoma by reducing reliance on single-occupancy vehicle trips. Small transportation infrastructure projects and transit improvements as well as projects focused on congestion relief efforts are all eligible. Staff is analyzing this funding opportunity to see how transit could benefit, such as bus stop improvements associated with the long range plan.

Staff is working to complete the City's second National Transit Database Report as required by federal law. Each transit agency in the country receiving federal funds is required to submit the report with data covering the previous fiscal year. Data points include financials, fleet and facilities inventory, and operation performance.

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

Items submitted for the record

1. Memorandum dated October 28, 2021, from Taylor Johnson, Transit and Parking Program Manager, through Shawn O'Leary, P.E., CFM, Director of Public Works, to Council Community Planning and Transportation Committee
2. Transit System Report for September 2021

* * * * *

Item 2, being:

OVERVIEW OF PUBLIC PARKING AVAILABLE IN THE CAMPUS CORNER AREA.

Item 3, being:

UPDATE OF THE EFFICACY OF THE COMMERCIAL DELIVERY ZONES ON CAMPUS CORNER.

The Committee discussed Item 2 and Item 3 simultaneously.

Mr. David Riesland, Transportation Engineer, said he will be presenting information on existing public parking in the Campus Corner area; recent revisions to public parking in the Campus Corner area; past parking planning and studies; attempts to provide more parking in the Campus Corner area; potential uses for the Asp Avenue parking lot; and Campus Corner commercial loading zones.

Mr. Riesland said there are 154 total public parking spaces on Campus Corner, 61 parking spaces in the Asp Avenue parking lot owned by the City, and numerous private parking is also available. In the summer of 2021, all single space meters were replaced with pay stations or upgraded with newer single space meters remaining on the north end of Buchanan Street. Currently, pay stations operate between 8:00 a.m. and 9:00 p.m. at \$1 hour with a two-hour maximum prior to 6:00 p.m. and a three-hour maximum after 6:00 p.m. He said over \$41,000 has been collected from on-street parking since mid-July 2021, and just over \$12,000 in 2021 at the Asp Avenue parking lot. He said this change brings all public parking in Norman as well as the University of Oklahoma (OU) operated parking under the same payment umbrella (Flowbird), which is a huge benefit to those wanting to park in the area and meets some of the goals from adopted parking studies.

Mr. Riesland said the 2013 Campus Corner Parking Management Business Plan was approved by Council on August 1, 2013, and revised in 2015 and 2019; the 2013 Downtown Parking Lot Management Business Plan was approved by Council on August 1, 2013, and revised in 2016 and 2019; the 2014 City of Norman Comprehensive Transportation Plan was approved by Council on May 13, 2014; the 2016 Norman Parking Study was approved by Council on August 9, 2016; and the 2018 Parking Strategic Plan was approved by Council on December 11, 2018.

Highlights from the 2018 Parking Strategic Plan include acknowledging the need for additional parking in the Downtown and Campus Corner areas; proposed sites for new parking structures; creating a separate parking fund, governance structure, and hiring additional parking Staff; working with Cleveland County on this aspect of parking; providing consistent management (meter times, meter costs, meter pay methods, enforcement) for customers and updating technology; and integrating with and considering a multimodal future, and increasing the walkability and bikeability in these areas as well as investment in additional mass transit.

Items 2 and 3, continued:

In 2014, the 211 Boyd Planned Unit Development (PUD) project proposed to construct a multi-story office, retail, and restaurant building with an internal parking garage to serve the proposed development while providing an additional 182 parking spaces for a Campus Corner parking solution, but the application never went to Council. In late 2015/early 2016, another developer proposed to redevelop the east side of Asp Avenue on the north end of Campus Corner that would also have included a parking garage, but no application was ever submitted.

Mr. Riesland said the City has invested almost \$1,250,000 for real estate, lighting, and pay stations in the Asp Avenue parking lot. Use of the lot since it opened in February of 2019, has been lower than the on-street meters, perhaps because of the location and impacts of COVID. The City has made numerous offers to the Campus Corner Association to lease spaces, at a reduced rate, for employee parking. This would satisfy the previously adopted parking plans while still allowing the City an opportunity to recoup these investments. Staff has not been contacted with respect to any of these offers.

The Campus Corner commercial loading zones are in operation between 3:00 a.m. and 10:00 a.m. with multiple signs within the loading zone depending on the length of the zone and Parking Enforcement Officers enforce those times as well as all parking meters. He said the City has been contacted over the years by the Campus Corner Association to modify these zones and Staff is happy to help. There is currently discussion about relocating some commercial loading zones, and marking them in non-standard ways (striped lines, additional signage, etc.).

Councilmembers expressed concern about the Asp Avenue parking lot being underutilized and suggested the City continue to reach out to Campus Corner Association regarding employee parking. They also suggested placing additional signage directing traffic to the parking lot. As far as the loading zones, Councilmembers felt more enforcement was needed to address issues of large trucks not using the loading zones and blocking the roadway. They understood that sometimes, people park in the loading zones because they think they will only run into the store, get what they need (coffee), and be right out, but may end up blocking the loading zones so vendors trying to deliver product are forced to stop in a traffic lane blocking the entire lane. Councilmembers said they would like to have a deeper discussion about loading zone options.

Items submitted for the record

1. PowerPoint presentation entitled, "Campus Corner Parking" dated October 28, 2021
2. Campus Corner Parking Management Business Plan dated September 11, 2015
3. 2016 Norman Parking Study by Jacobs Engineering Group, Inc.

* * * * *

The meeting adjourned at 5:12 p.m.

Attest:

City Clerk

Mayor

CITY COUNCIL STUDY SESSION MINUTES

November 2, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a study session at 5:30 p.m. in the Municipal Building Executive Conference Room on the 2nd day of November, 2021, and notice and agenda of the meeting were posted at the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

| | |
|----------|---|
| PRESENT: | Councilmembers Foreman, Hall, Holman, Lynn, Peacock, Schueler, Studley, Tortorello, Mayor Clark |
| ABSENT: | None |

Item 1, being:

UPDATE TO THE RAFTELIS STUDY REGARDING CONNECTION FEES AND A FUTURE WATER RATE INCREASE.

Mr. Chris Mattingly, Director of Utilities, introduced Mr. Todd Cristiano with Raftelis who will make a presentation on connection fees. He said the City has been working with Raftelis to review current connection fees, especially since the City is working towards asking voters for a water rate increase in 2022. He said this was an opportunity to review everything regarding water and the rate increase is needed for Advanced Metering Infrastructure (AMI), disinfection, operations and maintenance, and pipe replacement.

Mr. Cristiano said he will be presenting information on connection fees as well as a financial plan. He said study goals and objectives include sustaining the water utility's financial health; funding operations; optimizing capital funding options; maintaining equity between existing and new customers; and meeting financial metrics and policy objectives while minimizing impact to customers.

Mr. Cristiano said water costs continue to increase locally and nationwide due to energy costs, maintenance/replacement of aging infrastructure, and increased regulatory requirements. As part of the analysis process, Raftelis used industry guidelines from American Water Works Association, Water Environment Federation, and Raftelis Financial Consultants.

Several projects from the City's 2015 Capital Plan have been completed and Staff has identified capital projects for future water supply. Connection fees were last updated and adopted in 2015, and water rates were last increased in 2015.

Connection Fees

Mr. Cristiano said connection fees are a one-time charge for new customer demand only. The fee is required of all new customers for their share of capacity and for existing customers requesting increased capacity. The fee is based on the value of the utility's capacity and the amount of capacity need by the new customer. Connection fees can be used to pay for debt service; can help

Item 1, continued:

keep user rates low; balance equity between existing and new customers; and represent cost to reserve capacity in system backbone facilities, i.e., Water Treatment Plants, water wells, transmission mains, pump station, etc.

The fee industry best practices consist of compliance with State Statutes; being reasonably tied to impact of new development; being assessed in proportion to impact; may not be used to fund repairs; being based on actual system costs or reasonable cost estimates; being assessed in a non-discriminatory manner based on published fee schedule; and reviewed relative to their sufficiency to fund new capacity at least biennially to determine appropriateness of the fees in accordance with State Statutes.

Mr. Cristiano highlighted current connection fees as follows:

| Meter Size | Connection Fee |
|------------------|----------------|
| 5/8 and 3/4 inch | \$ 1,000 |
| 1 inch | \$ 1,670 |
| 1.5 inch | \$ 3,330 |
| 2 inch | \$10,670 |
| 3 inch | \$21,330 |
| 4 inch | \$33,330 |
| 6 inch | \$66,670 |

Connection fee alternatives for funding future capacity infrastructure include

- Alternative One – begin Lake Thunderbird Augmentation for indirect potable reuse;
- Alternative Two – purchase additional wholesale water from Oklahoma City, and
- Alternative Three – drill/install wells at Garber-Wellington.

As a comparison, the current connection fee for a 3/4-inch meter is \$1,000 and under Alternative One, it would be \$3,180, under Alternative Two it would be \$2,010, and under Alternative Three it would be \$2,150.

Mr. Cristiano said water utilities have two connection components, 1) water and 2) wastewater. He said Norman's wastewater utility includes a wastewater excise tax fee as well as the connection fee, making Norman's fees the fifth highest compared to San Antonio, Texas; Dallas, Texas; Colorado Springs, Colorado; Austin, Texas; Albuquerque, New Mexico; Fort Worth, Texas; Wichita, Kansas; Edmond, Oklahoma; Little Rock, Arkansas; Moore, Oklahoma; Arlington, Texas; Oklahoma City, Oklahoma; Mustang, Oklahoma; and Lubbock, Texas.

Water Financial Plan

The financial planning process looks at how much revenue is required to meet expenditures and Mr. Cristiano said the financial plan input includes customer accounts; billed consumption; revenues; operating expenses; capital plan; and beginning cash position. Capital Project funding can be a mix of cash vs. debt and debt covenants, annual cash flow, and fiscal policies and targets that include cash reserves and debt service coverage. Taking this into consideration, four financial

Item 1, continued:

scenarios have been prepared that consists of: Scenario One – Connection fees with existing fees; Scenario Two – Connection fees with augmentation; Scenario Three – Connection fees with Oklahoma City water; and Scenario Four – Connection fees with wells.

Financial Plan capital cost drivers include AMI; disinfection and blending (Department of Environmental Quality requirement); water line replacement; and source of supply acquisition. Financial Plan assumptions for 2022 through 2031, includes incorporating proposed revenue adjustment of \$4 million anticipated for FYE 2023 implementation; annual customer account growth of 1.67%; operating reserve target – 30 days of operation and maintenance; Capital reserve target - \$15 million; debt service coverage requirement – 1.25 times annual debt service; revenue adjustments on three year intervals; and State loan terms – 20-year 3% annual interest rate and 2% issuance costs.

The Water Utility Capital Improvement Program for FYE 2022 through FYE 2031, consists of \$122.5 million in rate revenue and \$124.4 million in State loans for a total of \$246.9 million. Cash flow projections with no revenue increases depict inadequate debt service coverage, depletion of reserves, and reduced level of service. Cash flow projections with proposed revenue adjustments depict meeting debt service, maintaining adequate reserves, and maintaining level of service. Fund balance and reserve targets with proposed revenue adjustments depict meeting target reserves by end of study period.

Mr. Cristiano highlighted financial plan scenario results for a 3/4-inch meter with 5,000-gallon usage as follows:

| Year | Scenario 1: Existing Fees | Scenario 2: Augmentation | Scenario 3: Oklahoma City Water | Scenario 4: Wells |
|------|------------------------------|-----------------------------|---------------------------------------|----------------------|
| 2022 | \$24.25 | \$24.25 | \$24.25 | \$24.25 |
| 2023 | \$27.81 | \$27.81 | \$27.81 | \$27.81 |
| 2026 | \$33.24 | \$31.29 | \$33.16 | \$30.60 |
| 2029 | \$39.72 | \$35.05 | \$37.96 | \$33.66 |

Monthly utility bill changes would be as follows:

| Year | Scenario 1: Existing Fees | Scenario 2: Augmentation | Scenario 3: Oklahoma City Water | Scenario 4: Wells |
|------|------------------------------|-----------------------------|---------------------------------------|----------------------|
| 2023 | \$3.56 | \$3.56 | \$3.56 | \$3.56 |
| 2026 | \$5.43 | \$3.48 | \$5.35 | \$2.79 |
| 2029 | \$6.48 | \$3.76 | \$4.80 | \$3.06 |

Mr. Mattingly said he is proposing a \$7 rate increase across the board in 2022, but wanted Council to see what these utilities cost the City and how much an increase is needed in order to continue providing services for future growth, especially since the City cannot raise utility rates without a vote of the people.

Item 1, continued:

Councilmember Foreman said she would support developers paying more for connection fees in future development versus raising rates on customers, particularly those who are already struggling to pay monthly bills.

Councilmember Holman felt augmentation would be an important piece in obtaining additional water without having to purchase more from Oklahoma City. He is conflicted about charging more for connection fees, which are passed on to the home buyer. Does the City want growth so much that it does not want to charge what it actually costs to support the infrastructure or charge the full amount with the knowledge that Norman may be less attractive to developers?

Mr. Mattingly said the City recently drilled nine new wells for \$12 million and augmentation is anticipated to cost \$100 million for the first three million gallons of water. He just wanted Council to be aware of the cost for these projects.

Councilmember Lynn was concerned that raising connection fees would deter developers from building in Norman and Norman already has the lowest utility rates among comparable cities. He said Staff is proposing a minimal rate increase.

Mayor Clark said perception is everything, so a water rate increase needs to pass for the City to maintain a balanced approach.

Councilmember Schueler said more growth means more capacity and there should be a fee associated with both in rates and connection fees to ensure the City can continue providing quality service.

Councilmember Studley felt developers should pay more because infrastructure has a life span and the City has to maintain that infrastructure forever.

Councilmember Hall would like to find a balance because the City cannot keep waiting five or six years to increase rates.

Next steps include a utility rate increase proposal in December that includes an increase in connection fees for Council's input.

Items submitted for the record

1. PowerPoint entitled, "City of Norman Water Connection Fee and Financial Plan Update," dated November 2, 2021 by Raftelis

* * * * *

Item 2, being:

DISCUSSION REGARDING THE LEASE AND/OR SALE OF PROPERTY LOCATED AT 101, 112, 113, 115, 116, AND 118 WEST GRAY STREET.

Mr. Darrel Pyle, City Manager, said Staff received a call from one of the principle owners of Factory Obscura (immersive art museum) in Oklahoma City to discuss building a Factory Obscura in Norman and the possibility of purchasing property owned by the City.

Ms. Kathryn Walker, City Attorney, said there has been interest expressed in purchasing/leasing City owned property on Gray Street. She said 101-through 115 West Gray Street was built in 1955 and has approximately 19,384 square feet of built out space with current zoning of Center City Form Based Code (CCFBC) Urban General and Legacy Zoning and C-2, General Commercial District. She said 112 through 118 West Gray Street is approximately 19,523 square feet with current zoning of Center City Form Based Code (CCFBC) Urban General and Legacy Zoning of C-2, General Commercial District. These properties were acquired by the City in 2011, “for municipal purposes” with funds obtained through pledging Capital Fund revenues. The purchase price was \$1,650,000 and potential future municipal uses included locations for Facilities Management Division, Municipal Court, central location for Development Services, storage, and expansion of municipal and public parking. Structures on the north side of Gray Street have been used for storage and Facilities Management, but much of the south side of Gray Street remains vacant.

The CCFBC Urban General District’s purpose is to develop multi-story buildings with three or more dwelling units within a single or attached structures and/or mixed-use placed directly at the sidewalk or behind small door walls. Ms. Walker said as long as the structures on the north side of Gray Street do not exceed 50% of the structure of the non-conforming structure, a developer could proceed under Legacy Zoning, which allows a wide variety of uses including artist studio, amusement enterprise, gift shop, and office business.

Ms. Walker said the City Charter allows the City to hold, lease, mortgage, convey, or otherwise dispose of any of its properties. State law states the City can convey any real or personal property owned by a municipality and make orders respecting the same as it may be conducive to the best interests of the municipality.

Ms. Walker said the City holds property in two distinct capacities:

- 1) Property purchased and held by municipal corporation for the use of the corporation as an entity and power of the municipal corporation to dispose of it is unquestioned and
- 2) Property purchased and held by the municipal corporation for the public use and benefit of its citizens, which means the municipal corporation can only dispose of the property when the public use has been abandoned, or the property has become unsuitable or inadequate for the purpose to which it was dedicated.

Ms. Walker said Staff was approached by Factory Obscura in Spring 2021, about creating a larger scale immersive art museum experience in Downtown Norman and Council discussed this potential economic development project in April 2021. Many buildings in Downtown Norman are

Item 2, continued:

of historical significance and could be more challenging to convert to this use. She said Factory Obscura believes City property on Gray Street could be converted to a museum and would tie in nicely with other upcoming projects, including the Two-Way Gray Street Project, James Garner Avenue Improvements Project, etc. Factory Obscura has been soliciting investments over the last number of months and have a number of investors. She said City concerns include ensuring adequate space, investing for a shorter term arrangement, low cost financing, etc.

Ms. Walker said performance standards should drive the decision in an economic development project and it is important to ensure a return on the City's investment, if any. She said job creation would be considered and a "quality job" would be a full time position paying at least \$41,916 annually and providing benefits. The City would need to work with Factory Obscura to determine how many quality jobs will be created and when they would be anticipated to come online. The City could also include standards related to the number of visitors and clawbacks if any standards are not met.

Ms. Walker said one option would be a long-term lease with a nominal lease rate to assist Factory Obscura in recouping their investment more quickly with a lease renewal negotiated at a current market rate. If Factory Obscura purchased the property, the City could negotiate a below market purchase price contingent upon performance standards, reversionary right for a period of time if standards are not met, and right of first refusal thereafter.

The City could also work with the Cleveland County Industrial Authority (Authority) to finance a portion of the improvements/rehabilitation/construction and pledge lease payments or a portion thereof to the Authority until the financing is paid off. There is a possibility this could be a lease to purchase arrangement as well. In any scenario, payments from Factory Obscura would be primarily made from admission and gift shop revenue.

Councilmembers had various views on whether or not to go with a long-term lease or sell the properties, but did like the idea of being able to have first right to purchase the property back. They liked the idea of having this type of venue on Gray Street, which has been languishing.

Items submitted for the record

1. PowerPoint entitled, "Possible Sale or Lease of Property (101, 112, 113, 115, 116, and 118 W. Gray)," dated November 2, 2021

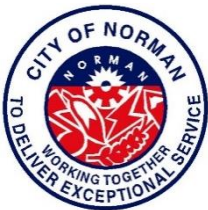
* * * * *

The meeting was adjourned at 7:20 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, December 14, 2021 at 6:30 PM

MINUTES

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

CALL TO ORDER

The Mayor called the meeting to order at 6:30 p.m.

ROLL CALL

PRESENT

Mayor Breea Clark
Councilmember Ward 1 Brandi Studley
Councilmember Ward 2 Lauren Schueler
Councilmember Ward 3 Kelly Lynn
Councilmember Ward 4 Lee Hall
Councilmember Ward 5 Rarchar Tortorello
Councilmember Ward 6 Elizabeth Foreman
Councilmember Ward 7 Stephen Holman
Councilmember Ward 8 Matthew Peacock

PLEDGE OF ALLEGIANCE

Mayor Clark led the pledge of allegiance

APPROVAL OF MINUTES

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

CITY COUNCIL CONFERENCE MINUTES OF AUGUST 10, 2021
CITY COUNCIL COMMUNITY PLANNING AND TRANSPORTATION COMMITTEE
MINUTES OF AUGUST 26, 2021
CITY COUNCIL STUDY SESSION MINUTES OF SEPTEMBER 21, 2021
CITY COUNCIL SPECIAL SESSION MINUTES OF SEPTEMBER 28, 2021
CITY COUNCIL CONFERENCE MINUTES OF OCTOBER 12, 2021
CITY COUNCIL MINUTES OF NOVEMBER 30, 2021
NORMAN UTILITIES AUTHORITY MINUTES OF NOVEMBER 30, 2021
NORMAN MUNICIPAL AUTHORITY MINUTES OF NOVEMBER 30, 2021
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF NOVEMBER 30,
2021

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

Item 1, continued:

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

Items submitted for the record

1. Staff Report dated December 14, 2021, from Brenda Hall, City Clerk
2. City Council Conference minutes of August 10, 2021
3. City Council Community Planning and Transportation Committee minutes of August 26, 2021
4. City Council Study Session minutes of September 21, 2021
5. City Council Special Session minutes of September 28, 2021
6. City Council Conference minutes of October 12, 2021
7. City Council minutes of November 30, 2021
8. Norman Utilities Authority minutes of November 30, 2021
9. Norman Municipal Authority minutes of November 30, 2021
10. Norman Tax Increment Finance Authority minutes of November 30, 2021

The Minutes were Approved

* * * * *

PROCLAMATIONS

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

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 December 14, 2021, from John Stege, Professional Standards, Police Department
2. Proclamation P-2122-16

Participants in discussion

1. Major Brent Barbour
2. Mr. James Hughes, grandfather of Cadence Gordon, accepted the proclamation and thanked the Council

Receipt of the Proclamation was Acknowledged.

* * * * *

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

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

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

Voting Nay: Councilmember Ward 3 Lynn

Items submitted for the record

1. Staff Report dated December 14, 2021, from Cinthya Allen, Chief Diversity and Equity Officer
2. Proclamation P-2122-17

Participants in discussion

1. Dr. Jermaine Thibodeaux, Assistant Professor in the Clara Looper Department of African and American Studies at the University of Oklahoma, accepted the proclamation and thanked the Council

Receipt of the Proclamation was Acknowledged.

* * * * *

COUNCIL ANNOUNCEMENTS

Heiple Family Donation. Councilmember Studley thanked the Heiple Family for all that they do in our community and is very excited about the donation of the statue.

*

Homeless Encampment. Councilmember Studley said it had been a very difficult day. She said the Norman Police Department came to private property at the request of the owners of the property to clear out unhoused individuals from an encampment located west of Interstate 35 this morning. She personally spoke to the owner of the property who has received complaints of fire and theft on the property and she understands his position. She said the issues the property owners have been facing on this land are not new and some of the people displaced have been occupying that land for years. She said the City of Norman is not prepared to find suitable housing for those displaced. She said most of the people moved to property owned by the Oklahoma Department of Transportation. She said our shelters are near capacity with a three to six month wait list for people with emergency housing vouchers so the City has no available housing. She said when she is asked what to do, she has no answers. She said these people are in desperate need of true case management and the City has failed these people.

COUNCIL ANNOUNCEMENTS, CONTINUED:

Homeless Encampment, continued. Councilmember Hall addressed the lack of housing options for our unhoused neighbors in Norman. She said the City needs temporary housing, rapid rehousing, and permanent support of housing. She said there are funding sources but Norman is challenged as a community in identifying housing. The City of Norman has recently hired a housing navigator using recently awarded grant funding. She said she would like to contact any property managers or owners who may have available housing units or motel rooms that would qualify under these three programs. She said those who would like to fulfill this community need and know more about these programs, please contact Michelle Evans at 405-366-5434 and she will connect interested parties to the new housing navigator.

*

Road Construction in Ward 2. Councilmember Schueler said there have been delays, rerouting and detours because of the Imhoff Creek Repair. She said completion of this project is estimated for March, 2022. She said some of the projects included in the Street Maintenance Bond Program are in Ward 2 including Berry Road between Boyd Street and Main Street which is under construction and some of her constituents are unhappy about the communication about what was going to happen and when. She said the northbound lane on Berry Road is closed and when the northbound is complete, construction will move to the southbound lane. She said in the future it is her intent as other projects move forward, to work with Mr. Shawn O'Leary, Director of Public Works, to provide information about the process and the impact on the residents. She encouraged residents to sign up for the City of Norman Press Releases and she is going to put a link on her Facebook Page.

*

Community After School Programs. Councilmember Lynn said Council was recently made aware that some of the After School Programs were coming to an end at several schools in Norman. He said the City Manager and Staff are working with Norman Public Schools for a quick resolution for parents to provide child care at these schools.

Councilmember Holman said he had received a telephone call from a parent at Madison School who was upset about the program being cancelled. He said the City is looking at taking over and running some or all of the After School Programs at the school.

*

Happy Holidays. Councilmembers Lynn, Tortorello, Holman, and Peacock wished everyone a safe and Merry Christmas and a Happy New Year.

Councilmember Hall wished all of Council a happy holiday season. She read aloud a quote from M.H. Clark.

Councilmember Foreman thanked the Councilmembers for humoring her and dressing up in Christmas attire. She wished everyone a Merry Christmas or whatever holiday they may be celebrating. She said Council will not be meeting again until January 18th and she wished everyone a safe New Year and hoped everyone would find peace and happiness during the holidays.

*

Council Announcements, continued:

CDBG Community Survey. Councilmember Hall said the Community Development Block Grant (CDBG) Community Survey continues to be available online for residents until December 31st. She said this survey is an indicator of needs for low and moderate income citizens within the City of Norman. She said a public hearing will be held on January 5th, 2022. She said the CDBG Boundary is primarily in Ward 4 and input is important. She said the links to the survey can be found on her Councilmember Facebook Page, both Ward 4 Facebook Pages, and the City Website under the “News and Events” tab. Hard copies are also available on request.

*

Strategic Planning Process to Reduce Homelessness. Councilmember Hall thanked all the community members who participated in the community meetings last week to solicit input regarding the Strategic Planning Process to Reduce Homelessness in Norman and Cleveland County. She said there is still time to complete the online survey.

*

Highway 9 Construction. Councilmember Tortorello said there were two accidents on Highway 9 last week where construction is being done. He said the biggest issue is excessive speeding and not paying attention. He asked everyone who drives on Highway 9 to observe the traffic cones and road conditions. He said he does not want to see any fatalities during the holiday season.

*

Community Christmas Dinner. Councilmember Foreman invited those who had nowhere to go on Christmas Day to the Community Christmas Dinner at Norman High School from 11:00 a.m. to 2:00 p.m.

*

Emotional Support on Christmas. Councilmember Foreman would like to see the City of Norman share resources to those reaching out for help and emotional support during the Christmas season.

*

Community Planning and Transportation Committee (CPTC). Councilmember Holman said the CPTC will be meeting on December 30th at 4:00 p.m. He said a Public Transit update is provided at each meeting. He said those who cannot attend can watch the meeting on YouTube.

*

Traffic Accidents. Councilmember Holman said Captain Clement, Norman Police Department, had recently announced that had been more accidents in Norman during 2020 than there has been in several decades. He said the main reason for the accidents was inattentive driving. He encouraged people to pay attention when they are driving.

*

Council Announcements, continued:

Shop Local. Councilmember Holman urged residents to purchase their gifts at Norman businesses to keep the sales tax in Norman. He said it is his understanding that if someone orders from Costco in Moore and has it delivered to their home in Norman, the City of Norman gets the sales tax.

Councilmember Peacock agreed and said spend your tax dollars here in Norman.

Mayor Clark said shopping local really matters because right now the City of Norman has the highest sales tax revenue in history.

*

Christmas Events. Mayor Clark congratulated the Parks and Recreation Department for an amazing Christmas Tree Lighting Ceremony, Winterfest with a great fireworks display, and Ugly Christmas Sweater 5K. She said it was a very fun time in Norman.

*

Omicron Strain of COVID-19. Mayor Clark said the Omicron Strain is around the world and she urged those who have not gotten a booster shot to please do so because thinking there will be some different outcome is irresponsible.

*

Donate Blood. Mayor Clark urged residents to donate blood this holiday season because it is very much needed.

* * * * *

CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 4 through Item 31 excluding Item 10 be 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

Item 4 through Item 31 excluding Item 10 were Placed on the Consent Docket.

First Reading Ordinance

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

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

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 December 14, 2021, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-21
3. Location map
4. Planning Commission Staff Report dated November 18, 2021
5. City of Norman Development Review Form, Transportation Impacts, dated September 20, 2021, prepared by Jami L. Short, P.E., City Traffic Engineer for UNP Daycare PUD Amendment
6. Traffic Impact Analysis for UNP Daycare prepared by Johnson & Associates
7. Amended and Restated University North Park PUD Development Plan, October, 2021 with Exhibit A, Revised Preliminary Plat dated August 14, 2006, and subsequently revised as presented to Council on December 12, 2006; Exhibit B, Revised Traffic Impact Analysis dated August 14, 2006; Exhibit C, Revised Preliminary Development Plan Map dated August 14, 2006, as revised for Council on December 12, 2006; Exhibit D, Revised Streetscape/Landscape/Greenway Plan dated August 14, 2006; Exhibit E, Revised Drainage/Detention Plan dated August 14, 2006 and revised September 22, 2006; Exhibit F-1, University North Park (South Half) Master Signage Plan dated August 14, 2006, and location map; Exhibit F-2, Illustration of Freestanding (Ground) Signs dated September 1, 2006; Exhibit F-3, Typical Pylon Sign Materials dated August 11, 2006; Exhibit F-4, Typical Outparcel Monument Sign Materials (Applied to Type D.E.F) dated August 11, 2006; Exhibit G, Legal Description, University North Park (SDA-1) Purchase Tract; Exhibit G-1, Location Map, UNP Business Center; Exhibit H, Amended uses to a portion of the south half of UNP to allow a bar, lounge or tavern, live entertainment venue, and mixed buildings as permitted uses; Exhibit I, Amended use to a portion of the south half of UNP to allow for seasonal uses of a stage for outdoor live entertainment located in the area as shown on Exhibit I; Exhibit J, Legal Description for additional allowable use of senior living center with a restaurant and a bar, and a revised parking ratio and Preliminary Site Layout-Phase 2; Exhibit K, Location Map for Lot 4A, Block 1, University North Park Professional Center (provided by Johnson and Associates); Exhibit L, Legal Description for Lot 4A, Block 1, University North Park Professional Center (provided

Item 4, continued:

Items submitted for the record, continued

by Johnson and Associates); and Exhibit M, Site Plan for Lot 4A, Block 1, University North Park Professional Center (provided by Johnson and Associates)

8. Pertinent excerpts for Planning Commission minutes of November 18, 2021

Ordinance O-2122-21 was Adopted on First Reading by Title.

* * * * *

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

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

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 December 14, 2021, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-24
3. Location map
4. Planning Commission Staff Report dated November 18, 2021
5. City of Norman Predevelopment Summary PD21-32 dated October 28, 2021, for WH Normandy Creek, L.P., located at 2224 West Main Street
6. Site Plan
7. Pertinent excerpts from Planning Commission minutes of November 18, 2021

Ordinance O-2122-24 was Adopted on First Reading by Title.

* * * * *

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

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

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 December 14, 2021, from Todd McLellan, Development Engineer
2. Ordinance O-2122-25
3. Legislatively notated copy of Ordinance O-2122-25

Ordinance O-2122-25 was Adopted on First Reading by Title.

* * * * *

Appointments

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

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

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

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 December 14, 2021, from Brenda Hall, City Clerk

The Appointment was Confirmed.

* * * * *

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

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

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 December 14, 2021, from Anthony Francisco, Director of Finance
2. Finance Director's Investment Report as of November 30, 2021

Receipt of the Finance Director's Investment Report was Acknowledged.

* * * * *

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

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

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 December 14, 2021, from Clint Mercer, Chief Accountant
2. Comprehensive Annual Financial Report for Fiscal Year Ended June 30, 2021
3. Independent Auditor's Report prepared by BKD, L.L.P.

Receipt of the Annual Comprehensive Finance Report for Fiscal Year Ended June 30, 2021, Audited by the Firm of BKD, L.L.P, was Acknowledged.

* * * * *

Bids

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

ACTING AS THE NORMAN UTILITIES AUTHORITY

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

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. Staff Report dated December 14, 2021, from David Hager, Utilities Manager
2. Tabulation of Bids dated November 18, 2021, for Cold Water Meters

Sections 1, 2, 3, 5, 6, 8, 10, 11, 12, and of Bid-2122-20 was Awarded to Core and Main, L.P. and Sections 4, 7, and 9 were Awarded to Utility Technology Services

* * * * *

Donation

12. CONSIDERATION OF THE ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION OF A SCULPTURE ENTITLED "FIRST LOVE" VALUED AT \$15,250 FROM GREG HEIPLE TO BE PLACED IN ANDREW'S PARK IN HONOR OF HIS MOTHER, KATHY HEIPLE.

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

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 December 14, 2021, from Jason Olsen, Director of Parks and Recreation
2. Photographs of statue to be donated

Participant in discussion

1. Mr. Greg Heiple, Ward 4, made comments

The Donation was Accepted.

* * * * *

13. CONSIDERATION OF ACCEPTANCE OR REJECTION OF A DONATION OF LOT BLOCK 1 OF THE SPRING BROOK ADDITION FROM THE CORE NORMAN LAND TRUST TO THE CITY OF NORMAN.

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

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 December 14, 2021, from Kathryn Walker, City Attorney
2. Land Title Survey
3. Aerial location map

The Donation was Accepted.

* * * * *

Final Plat

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

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

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 14, continued:

Items submitted for the record

1. Staff Report dated December 14, 2021, from Ken Danner, Subdivision Development Manager
2. Location Map
3. Final Plat
4. Development Committee Staff Report dated November 23, 2021
5. Memorandum dated November 19, 2021, from Shawn O'Leary, Director of Public Works, to Development Committee
6. Application for Development Committee Action dated November 22, 2021, submitted by Sweetgrass Partners, L.L.C., for Trailwoods Addition, Section 12

The Final Plat was Approved.

* * * * *

Contracts

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

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

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 December 14, 2021, from Heather Poole, Assistant City Attorney
2. Amendment No. Five to Contract K-1920-32

Amendment No. Five to Contract K-1920-32 was Approved.

* * * * *

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1920-40: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FRANKFURT-SHORT-BRUZA ASSOCIATES, P.C. (FSB) INCREASING THE CONTRACT AMOUNT BY \$105,000 FOR A REVISED CONTRACT AMOUNT OF \$3,330,975 TO PROVIDE ADDITIONAL PROFESSIONAL DESIGN SERVICES FOR THE SENIOR WELLNESS CENTER AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

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

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 December 14, 2021, from Jason Olsen, Parks and Recreation Director
2. Amendment No. three to Contract K-1920-40
3. Overall Grading Plan for City of Norman Senior Wellness Center
4. Aerial schematic drawings of Option 1 for the Adult Wellness Center
5. Aerial schematic drawings of Option 2 for the Adult Wellness Center

Amendment No. Three to Contract K-1920-40 was approved.

* * * * *

17. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-115 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND CROSSLAND CONSTRUCTION COMPANY, INC., INCREASING THE CONTRACT AMOUNT BY \$2,022,408 FOR A REVISED CONTRACT AMOUNT OF \$2,048,728 FOR CONSTRUCTION MANAGEMENT AT-RISK SERVICES TO PROVIDE STEEL FABRICATION AND ERECTION FOR THE CONSTRUCTION OF THE SENIOR WELLNESS CENTER AND RESOLUTION R-2122-74 GRANTING TAX-EXEMPT STATUS.

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

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 17, continued:

Items submitted for the record

1. Staff Report dated December 14, 2021, from Jason Olsen, Parks and Recreation Director
2. Letter dated December 7, 2021, from Aaron Stoops, Vice President – Oklahoma City, Crossland Construction Company, Inc., to Brenda Hall, City Clerk
3. Amendment No. One to Contract K-2021-115 with Exhibit A, List of Drawings, Specifications, Addenda; Exhibit B, List of Allowances; Exhibit C, List of Assumptions and Clarifications; Exhibit D, GMP Summary, Divisional Bid Tabs, General Conditions Matrix, and Project Requirements; Exhibit E, Substantial Completion; and Exhibit F, Acceptance Period
4. Contract K-2021-115

Amendment No. One to Contract K-2021-115 was Approved.

* * * * *

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-4: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY DECREASING THE CONTRACT AMOUNT BY \$88,181.50 FOR A REVISED AMOUNT OF \$1,040,318.50 FOR THE ASPHALT PAVEMENT PROJECT, FYE 2022 LOCATIONS, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$52,015.93.

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

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 December 14, 2021, from Joseph Hill, Streets Program Manager
2. Change Order No. One to Contract K-2122-4
3. Overall location map

Change Order No. One to Contract K-2122-4 and Final Acceptance of the Project were Approved.

* * * * *

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2122-26: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND PARATHON CONSTRUCTION, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$120,066 FOR A REVISED CONTRACT AMOUNT OF \$312,486.50 FOR THE FYE 2022 24TH AVENUE N.W. SIDEWALK ACCESSIBILITY CONSTRUCTION PROJECT.

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

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 December 14, 2021, from Jason Olsen, Parks and Recreation Director
2. Letter dated December 7, 2021, from Nate McNeely, Engineering Assistant
3. Change Order No. One to Contract K-2122-26
4. Location map

Change Order No. One to Contract K-2122-26 was Approved.

* * * * *

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-71: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CLEAN EARTH, L.L.C., TO PROVIDE HOUSEHOLD HAZARDOUS WASTE COLLECTION AND DISPOSAL SERVICES FOR THE CITY OF NORMAN'S PERMANENT HOUSEHOLD HAZARDOUS WASTE FACILITY

ACTING AS THE NORMAN UTILITIES AUTHORITY

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

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. Staff Report dated December 14, 2021, from Michele Loudanback, Environmental and Sustainability Manager
2. Contract K-2122-71 with Attachment A, Scope of Services; Attachment B, Pricing Agreement; and Attachment C, Owner Responsibilities
3. Request for Proposal RFP-2122-24, Household Hazardous Waste Collection and Disposal Services, FY 2022

Items submitted for the record, continued

4. Letter dated October 19, 2021, from Kelby Neal, HHW Business Development Manager, to Michele Loudenback, Environmental and Sustainability Manager
5. Clean Earth Proposal for Household Hazardous Waste Collection and Disposal Services dated October 22, 2021, from Clean Earth with Attachment "A" Completed Cost Proposal; Attachment "B" Example of CEI Insurance Certificate; and Attachment "C", EPA Permit, DOT Permit, and 5-year Compliance History

Contract K-2122-71 was Approved.

* * * * *

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-72: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND PARKHILL, SMITH, & COOPER, INC. D/B/A PARKHILL IN THE AMOUNT OF \$124,500 TO PROVIDE PROFESSIONAL SURVEYING AND DESIGN SERVICES FOR THE FISCAL YEAR ENDING (FYE) 2019 SEWER MAINTENANCE PROJECT.

ACTING AS THE NORMAN UTILITIES AUTHORITY

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

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. Staff Report dated December 14, 2021, from Nathan Madenwald, Utilities Engineer
2. Contract K-2122-72 with Attachment A, Schedule, Attachment B, Scope of Services; and Attachment C, Compensation
3. Project location map

Contract K-2122-72 was Approved.

* * * * *

22. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-73: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CAROLLO ENGINEERS IN THE AMOUNT OF \$73,661 TO PROVIDE PROFESSIONAL ENGINEERING SERVICES ASSOCIATED WITH THE CLARIFIER ONE AND TWO REHABILITATION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

ACTING AS THE NORMAN UTILITIES AUTHORITY

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

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. Staff Report dated December 14, 2021, from Rachel Croft, Staff Engineer
2. Inspection Letter with photographs dated July 28, 2021, from Robert Lake, Technical Direction and Business Development Services to Scott Aynes, Water Treatment Plant Supervisor
3. Contract K-2122-73 with Attachment A, Schedule; Attachment B, Scope of Services; and Attachment C, Compensation

Contract K-2122-73 was Approved.

* * * * *

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-76: A CONTRACT BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND ALAN PLUMMER ASSOCIATES, INC., IN THE AMOUNT OF \$49,820 TO PROVIDE A RECLAIMED WATER MODELING EVALUATION FOR THE LINDSEY STREET WATER TOWER.

ACTING AS THE NORMAN UTILITIES AUTHORITY

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

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. Staff Report dated December 14, 2021, from Ken Giannone, P.E., Capital Projects Engineer
2. Contract K-2122-76 with Attachment A, Schedule, Attachment B, Scope of Services; and Attachment C, Compensation

Contract K-2122-76 was Approved.

* * * * *

24. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF THE 5% PLANNING AND ADMINISTRATION FUNDING FROM THE HOME INVESTMENT PARTNERSHIPS PROGRAM AMERICAN RESCUE PLAN AWARD (HOME-ARP) IN THE AMOUNT OF \$78,045.40. APPROVAL OF CONTRACT K-2122-77; AND BUDGET APPROPRIATION FROM THE COMMUNITY DEVELOPMENT FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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

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 December 14, 2021, from Lisa Krieg, CDBG Grants Planner
2. Contract K-2122-77

Contract K-2122-77 was Approved.

* * * * *

25. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-79 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY, AND CEC CORPORATION IN THE AMOUNT OF \$139,447.25 TO PROVIDE CONSTRUCTION TESTING AND SPECIAL INSPECTION SERVICES FOR THE NORMAN FORWARD MULTI-SPORT AND AQUATICS CENTER PROJECT.

ACTING AS THE NORMAN MUNICIPAL AUTHORITY

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

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. Staff Report dated December 14, 2021, from Jason Olsen, Director of Parks and Recreation
2. Contract K-2122-79

Contract K-2122-79 was Approved.

* * * * *

26. CONSIDERATION OF APPROVAL, ACCEPTANCE, ADOPTION, REJECTION AND/OR POSTPONEMENT OF AWARING CONTRACT K-2122-81 BY AND BETWEEN THE NORMAN MUNICIPAL AUTHORITY AND CROSSLAND CONSTRUCTION COMPANY INC., IN THE AMOUNT OF \$14,450 TO PROVIDE CONSTRUCTION MANAGER AT-RISK SERVICES FOR THE NORMAN FORWARD GRIFFIN COMMUNITY PARK RENOVATION PROJECT.

ACTING AS THE NORMAN MUNICIPAL AUTHORITY

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

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. Staff Report dated December 14, 2021, from Jason Olsen, Director of Parks and Recreation
2. Contract K-2122-81

Contract K-2122-81 was Approved.

* * * * *

27. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF CONTRACT K-2122-82: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA AND NORMAN REGIONAL HOSPITAL AUTHORITY FOR THE DEVELOPMENT OF THE PORTER HEALTH VILLAGE AND CONVEYANCE OF PROPERTY.

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

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 December 14, 2021, from Kathryn Walker, City Attorney
2. Contract K-2122-82 with Exhibit "A", Existing/Current Ownership; Exhibit "B", Site Plan; Exhibit C, Special Warranty Deed; and Exhibit "D", Easements

Contract K-2122-82 was Approved.

* * * * *

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

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

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 December 14, 2021, from Jami Short, Traffic Engineer
2. Resolution R-2122-63

Resolution R-2122-63 was Adopted.

* * * * *

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-67: APPROPRIATING \$17,865.49 FROM THE RISK MANAGEMENT MISCELLANEOUS REIMBURSEMENTS/REFUNDS ACCOUNTS TO REPAIR AND REPLACE TRAFFIC SIGNAL EQUIPMENT OR TRAFFIC SIGNS DAMAGED IN TRAFFIC COLLISIONS.

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

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 December 14, 2021, from David Riesland, Transportation Engineer
2. Resolution R-2122-67

Resolution R-2122-67 was Adopted.

* * * * *

30. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-68: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$180,000 FROM 2021 STREET MAINTENANCE BOND PROGRAM TO BE USED TO COMPLETE ASPHALT MAINTENANCE ON 72ND AVENUE N.W. IN COORDINATION WITH CLEVELAND COUNTY DISTRICT 3.

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

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

1. Staff Report dated December 14, 2021, from Joseph Hill, Program Manager
2. Resolution R-2122-68
3. Project location map
4. Letter dated November 15, 2021, from Harold Haralson, Commissioner, Cleveland County District #3, to Joseph Hill, Street Program Manager
5. Letter from Joseph Hill, Street Program Manager, to Commissioner Haralson, Cleveland County District 3

Resolution R-2122-68 was Adopted.

* * * * *

31. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-70: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE CITY OF NORMAN WATER CONSERVATION PLAN 2021.

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

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 December 14, 2021, from Rachel Croft, Staff Engineer
2. Resolution R-2122-70
3. City of Norman Water Conservation Plan 2021 (As Amended) with Appendix A, City of Norman Resolution R-1011-123 Adopting the Water Conservation Plan; Appendix B, Resolution R-1213-103 Adopting the Water Conservation Plan, as amended, 2013; Appendix C, Resolution R-1314-26 Amending Section 21-405 of Chapter 21; Appendix D, Resolution R-1516-115 Adopting the Water Conservation Plan, as amended; and Appendix E, City of Norman Resolution R-2122-70, Adopting the Water Conservation Plan, as amended

Resolution R-2122-70 was Adopted.

* * * * *

NON-CONSENT ITEMS

Authorization for Purchase

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

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 4 Hall, Councilmember Ward 5 Tortorello, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 3 Lynn

Items submitted for the record

1. Staff Report dated December 14, 2021, from Taylor Johnson, Transit and Parking Program Manager
2. Price Summary dated November 17, 2021, for two (20 35-foot Low Floor Plus Battery Electric Buses
3. Photograph of an Example of Overhead Pantograph Charging

Participants in discussion

1. Mr. Shawn O'Leary, Director of Public Works
2. Mr. Taylor Johnson, Transit and Parking Program Manager

Additional Payment in the amount of \$29,758 to Gillig was Approved.

* * * * *

32. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-72: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROPRIATING \$346,703 FROM THE CAPITAL FUND BALANCE TO BE USED TO PURCHASE FIVE (5) 3500 DODGE PROMASTER VANS FOR THE PUBLIC TRANSPORTATION FLEET.

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 4 Hall, Councilmember Ward 5 Tortorello,

Item 32, continued:

Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 3 Lynn

Items submitted for the record

1. Staff Report dated December 14, 2021, from Taylor Johnson, Transit and Parking Program Manager
2. Resolution R-2122-72
3. State of Oklahoma Contract SW0797C in the amount of \$469,515 for five (5) Lone Star Americans with Disabilities (ADA) Vans (per vehicle \$93,903)
4. Photograph of an Examples of Current Paratransit Vehicle and a 3500 Dodge Promaster Van

Participants in discussion

1. Mr. Taylor Johnson, Transit and Parking Program Manager
2. Mr. Darrel Pyle, City Manager

Resolution R-2122-72 was Adopted.

* * * * *

33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-76: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A TEMPORARY ADMINISTRATIVE DELAY FOR A PERIOD OF SIX (6) MONTHS ON THE ACCEPTANCE OF ALL APPLICATIONS FOR CERTIFICATES OF COMPLIANCE ("COC"), DEMOLITION PERMITS, OR CENTER CITY PLANNED UNIT DEVELOPMENTS ("CCPUD") IN THE CENTER CITY STUDY AREA OF NORMAN; DECLARING POSSIBLE EXCEPTIONS; DECLARING A PROCEDURE FOR ADMINISTRATIVE REVIEW AND APPEALS PROCESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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 4 Hall, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman, Councilmember Ward 8 Peacock

Voting Nay: Councilmember Ward 3 Lynn, Councilmember Ward 5 Tortorello

Items submitted for the record

1. Staff Report dated December 14, 2021, from Jane Hudson, Director, Planning and Community Development
2. Resolution R-2122-76 with Exhibit A, Project Location Map

Participants in discussion

1. Ms. Jane Hudson, Director of Planning and Community Development
2. Ms. Brenda Hall, City Clerk
3. Mr. Dagan Flowers, Ward 4, made comments
4. Mr. Peter Petromilli, Red Prairie Design Group, Oklahoma City, made comments

Resolution R-2122-76 was Adopted.

* * * * *

Second Reading Ordinance

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

Motion made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 4 Hall.

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

Items submitted for the record

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

Participants in discussion

1. Mr. Darrel Pyle, City Manager Development
2. Ms. Kathryn Walker, City Attorney

Ordinance O-2122-32 was Adopted Upon Second Reading Section by Section.

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

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

Ordinance O-2122-32 was Adopted Upon Final Reading as a Whole.

* * * * *

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

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

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

Items submitted for the record

1. Staff Report dated December 14, 2021, from Kathryn Walker, City Attorney
2. Amendment No. Two to Contract K-1819-146

Participants in discussion

1. Mr. Darrel Pyle, City Manager
2. Ms. Kathryn Walker, City Attorney

Amendment No. Two to Contract K-1819-146 was Approved.

* * * * *

MISCELLANEOUS COMMENTS

Community for Policing Equity (CPE) Report. Mr. Stephen Ellis, Ward 4, said the cooperation of Norman Police Department and the subsequent from CPE are really a good start and he is glad to see this happen but progress cannot be made if there is no recognition that things are not good enough right now. He said he was not surprised that Norman's reported use of force rate is low and it is unclear how things are measured. He said citizens perceive a lot more use of force than police do when there are police encounters. He said it shows Norman is not that much different from the rest of the country. He said contract, arrests, etc., show similar racial disparities. He said it is worth noting that CPE data also shows that use of force is increasing overall. He said use of force on black residents, it is actually going up at a faster rate.

*

Merry Christmas. Mr. Dan Munson, Ward 6, wished Council and Staff a Merry Christmas. He said he appreciated all of the work that has been done for the City this year.

*

Miscellaneous Comments, continued:

Cares Act and ARPA Funds. Mr. Dan Munson said the government allocated millions of dollars in Cares Act and American Rescue Plan Act funding to cities and there are guidelines on how to use the money. He read an explanation on how funds are to be used from the United States Treasury. He said one of the ways for state, local and tribal governments' payroll and covered benefit expenses for public safety, public health, health care, and human services. He said he did not think the City has calculated the number of hours worked at the City related to COVID-19 and reimbursements has not been requested. He believes the City can seek compensation. He said it is his understanding the money would go back into the General Fund.

*

Homeless Encampment. Mr. Russell Rice, Ward 2, said he was at the Canadian River today when the homeless encampment was told to leave. He watched them drag their belongings down a side road on a tarp. He said the City of Norman failed everyone out there today. He said there was no case management involved. He said no one from the City has been to this location in the past and there was no warning about making them leave today. He asked people to feel some compassion about these people during the cold winter months.

*

ADJOURNMENT

The Meeting Adjourned at 9:14 p.m.

City Clerk

Mayor

File Attachments for Item:

2. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-18: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, RECOGNIZING MONDAY, JANUARY 17, 2022, AS MARTIN LUTHER KING JR. DAY IN THE CITY OF NORMAN



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/18/2022

REQUESTER: Cinthya Allen, Chief Diversity & Equity Officer

PRESENTER: Cinthya Allen, Chief Diversity & Equity Officer

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-18: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, RECOGNIZING MONDAY, JANUARY 17, 2022, AS MARTIN LUTHER KING JR. DAY IN THE CITY OF NORMAN

P-2122-18

A PROCLAMATION OF THE MAYOR OF THE CITY OF
NORMAN, OKLAHOMA, RECOGNIZING JANUARY 17, 2022 AS
MARTIN LUTHER KING JR. DAY IN THE CITY OF NORMAN.

- § 1. WHEREAS, Dr. Martin Luther King, Jr. was born on January 15, 1929 in Atlanta, Georgia; and
- § 2. WHEREAS, Dr. Martin Luther King, Jr. was the most visible spokesman and leader of the American Civil Rights Movement; and
- § 3. WHEREAS, the Dr. King advanced civil rights through nonviolence and civil disobedience; and
- § 4. WHEREAS, Dr. King was committed to his dream of unity and delivered over 2,500 speeches in 11 years; and
- § 5. WHEREAS, Dr. King continued with his mission of civil rights, even though the consequences to his nonviolent protests, marches, and speeches resulted in being arrested 29 times; and
- § 6. WHEREAS, in 1963, Dr. King helped organize the March on Washington, where he delivered his “I Have a Dream” speech on the steps of the Lincoln Memorial; and
- § 7. WHEREAS, in 1964, Dr. King was won the Nobel Peace Prize, at 35 years old, for combating racial inequality through nonviolent resistance; and
- § 8. WHEREAS, Dr. King was assassinated on April 4, 1968, in Memphis, Tennessee; and
- § 9. WHEREAS, Martin Luther King Day was signed as a U.S. Federal holiday in 1983 by President Ronald Reagan and first celebrated in 1986;

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

- § 10. Do hereby proclaim January 17, 2022 as Martin Luther King, Jr. Day in the City of Norman. I invite all citizens to continue honoring Dr. King’s legacy through continued support of human rights and hope through peace and learning in our community.

PASSED AND APPROVED this 18th day of January, 2022.

Mayor

ATTEST:

City Clerk

File Attachments for Item:

3. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-19: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JANUARY, 2022, AS NATIONAL MENTORING MONTH IN THE CITY OF NORMAN.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-19: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF JANUARY, 2022, AS NATIONAL MENTORING MONTH IN THE CITY OF NORMAN.

Proclamation

P-2122-19

A PROCLAMATION OF THE MAYOR OF THE CITY
OF NORMAN, OKLAHOMA, PROCLAIMING THE
MONTH OF JANUARY, 2022, AS NATIONAL
MENTORING MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, January 2022 marks the 20th Anniversary of National Mentoring Month which honors volunteer mentors who support young people by showing up for them every day and demonstrating their commitment to helping them thrive; and
- § 2. WHEREAS, mentoring programs like Alameda Reading Tutoring Program; Big Brothers Big Sisters Norman; Center for Children and Families Boys and Girls Club of Norman; Bridges of Norman Mentoring Program; Chevron Phillips Scholar-Mentor Program; and Dean's Leadership Council make our city stronger by driving impactful relationships that increase social capital for young people and provide invaluable support networks; and
- § 3. WHEREAS, during the COVID-19 pandemic, mentoring programs have stepped up to fill gaps for young people and families, connecting them with resources and ensuring that mentoring relationships continue virtually to ensure that physical distancing does not mean social disconnection; and
- § 4. WHEREAS, students who meet regularly with their mentors are more than 52% less likely than their peers to skip a day of school and youth who face an opportunity gap but have a mentor are 55 percent more likely to be enrolled in college than those who did not have a mentor; and
- § 5. WHEREAS, quality mentoring promotes healthy relationships and communication, positive self-esteem, emotional well-being, and growth of a young person and their relationships with other adults; and

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

- § 6. Do hereby proclaim the month of January, 2022, as National Mentoring Month in the City of Norman, Oklahoma, and encourage all citizens, businesses, public and private agencies, and religious and educational institutions to celebrate, elevate, and encourage mentoring in the City of Norman and recruit adult mentors.

PASSED AND APPROVED this 18th day of January, 2022.

ATTEST:

Mayor

City Clerk



File Attachments for Item:

4. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-22 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE WEST HALF (W/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RE, RESIDENTIAL ESTATES DWELLING DISTRICT AND PLACE THE SAME IN THE CR, RURAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST OF OLIPHANT AVENUE BETWEEN ALAMEDA DRIVE AND ALAMEDA STREET)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Saffron Fletcher, Sanctuary Gardens & Wellness, L.L.C.

PRESENTER: Jane Hudson, Director, Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-22 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE WEST HALF (W/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RE, RESIDENTIAL ESTATES DWELLING DISTRICT AND PLACE THE SAME IN THE CR, RURAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (WEST OF OLIPHANT AVENUE BETWEEN ALAMEDA DRIVE AND ALAMEDA STREET)

SYNOPSIS: The applicant, Sanctuary Gardens and Wellness, L.L.C., is requesting to rezone from RE, Residential Estates District, to CR, Rural Commercial District, to allow for a plant nursery, pollinator plants, and monarch butterfly waystation. The subject property is approximately 5.99 acres and a preliminary plat is also part of this application.

HISTORY: The subject property was rezoned from A-2, Rural Agricultural District, to RE, Residential Estates District, as part of a large rezoning of 240 acres approved by City Council on July 24, 1973. This area of Alameda Dr. has commercial development. The Dollar General across Alameda Dr. to the north was rezoned to CR, Rural Commercial District, with Ordinance O-1213-12 approved by City Council on October 23, 2012. The parcel directly adjacent to the subject parcel on the west side of N. Oliphant Ave. and the parcel on the east side of N. Oliphant Ave. were rezoned to TC, Tourist Commercial, with Ordinance No. 1862 approved by City Council on February 22, 1966.

ZONING ORDINANCE CITATION:

SEC 424.3 – CR, RURAL COMMERCIAL DISTRICT

General Description. This commercial district is intended for the conduct of retail trade and to provide personal services to meet the regular needs and convenience of rural residents. It is

anticipated that this district will be the predominately used commercial district in rural Norman. It is intended that this zoning district be located at the intersection of improved section line roads.

EXISTING ZONING: The subject project is currently zoned RE, Residential Estates District. This zoning district allows only for residential and accessory uses. A commercial plant nursery would not be permitted in RE.

ANALYSIS: As stated above, the CR zoning district is meant to be the predominant commercial district in rural Norman. CR is also meant to be located at the intersection of improved section line roads; the subject property is located at the northeast corner of Alameda Street and 72nd Ave. N.E.

SITE PLAN: The proposed site plan shows three buildings: an office, a guttered greenhouse, and a single prophouse greenhouse. Adequate parking will be supplied for employees and customers. There are two proposed access points, one off Alameda Dr. and one off Alameda St. The site plan shows a dumpster enclosure on the north side of the parking lot. There is a detention basin in the southeast corner of the property. Because this application includes a preliminary plat and site development plan, the owner of the property will be required to follow the submitted site plan when obtaining building permits.

OPEN SPACE: Open space is not required in CR zoning, however, the applicant proposes to keep most of the property open to allow for plants and the monarch butterfly waystation. The development will follow all setback and landscaping requirements for this zoning district and use. The site plan shows a 10,000 square foot space to be used as a bearing orchard.

USE: The applicant proposes to use the property as a plant nursery and monarch butterfly waystation. There are a number of other commercial uses allowed by right, including:

- Artist material supply, studio, or hobby shop.
- Automobile service station.
- Bank.
- Barber shop, or beauty parlor.
- Child care center.
- Clothing and dry goods store.
- Farm Feed store.
- Firewood sales.
- Florist.
- Grocery or supermarket.
- Hardware store.
- Key shop.
- Medical Marijuana Dispensary, as allowed by state law.
- Office building and offices for such professional services as accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, or registered nurse. Funeral homes and mortuaries shall not be considered professional services permitted in this district.

- Pharmacy.
- Plant nursery.
- News stand and tobacco store.
- Restaurant.
- Retail spirits store.
- Shoe store or repair shop.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.

No individual use shall exceed a Gross Floor Area of 35,000 square feet.

OTHER AGENCY COMMENTS:

PARK BOARD: Because this is a commercial development, the preliminary plat was not required to go before the Park Board.

PUBLIC WORKS: Alameda Drive and Alameda Street are existing. A 20' trail easement will be adjacent to Alameda Drive. There are no public utilities (water and sanitary sewer) to serve the property. Private systems will be utilized with City and ODEQ approvals. Stormwater runoff will be controlled by a proposed privately-maintained detention facility.

PREDEVELOPMENT: PD-27, July 22, 2021

Neighbors asked about operating hours and traffic. The applicant explained they will have normal business hours with some special events in the evenings or on weekends. They plan to be open 6 days a week. March and April will be peak months but at the height of the growing season they only expect 10 people at once as the maximum. Traffic should be similar to other plant nursery facilities. There will be no medical marijuana on site. The applicant intends to keep as many trees on the property as possible to maintain a visual barrier around the perimeter. There will be a monarch butterfly waystation and pollinator friendly plants. The applicant would like to use this business and property to give back to the community.

GREENBELT COMMISSION: November 15, 2021

Greenbelt forwards this item with no additional comments.

CONCLUSION: Staff forwards this request for rezoning to Rural Commercial District and Ordinance O-2122-22 to City Council for your consideration.

At their meeting of December 9, 2021, Planning Commission recommended adoption of Ordinance O-2122-22 by a vote of 6-1.

O-2122-22

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE WEST HALF (W/2) OF THE SOUTHWEST QUARTER (SW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE ONE (1) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE RE, RESIDENTIAL ESTATES DWELLING DISTRICT AND PLACE THE SAME IN THE CR, RURAL COMMERCIAL DISTRICT, OF SAID CITY; AND PROVIDING FOR THE SEVERABILITY THEREOF. (West of Oliphant Avenue between Alameda Drive and Alameda Street)

- § 1. WHEREAS, Sanctuary Gardens and Wellness, L.L.C., with the permission of the owners: Mark Cox, Charles Cotton, and Joe Alexander, has made application to have the property described below removed from the RE, Residential Estates Dwelling District, and to have the same placed in the CR, Rural Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the RE, Residential Estates Dwelling District, and to place the same in the CR, Rural Commercial District, to wit:

All of the West Half (W/2) of the Southwest Quarter (SW/4) of Section Twenty-nine (29), Township Nine (9) North, Range One (1) West, of the Indian Meridian, Cleveland County, Oklahoma, Less and Except Tracts One

and Two (1 & 2) of ALAMEDA 80 CERTIFICATE OF SURVEY. Said Tract being more particularly described as follows:

A tract of land being a part of the West Half (W/2) of the Southwest Quarter (SW/4) of Section Twenty-nine (29), Township Nine (9) North, Range One (1) West, of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

BEGINNING at the Southwest Corner of said Southwest Quarter (SW/4) of Section 29; thence N00°44'11"W along the West line of said SW/4 a distance of 81.50 feet to a point on the North Right of Way line of Alameda Drive and the Southwest Corner of Tract 2 of the ALAMEDA 80 CERTIFICATE OF SURVEY; thence along said Right of Way and South line of Tract 2, on a curve to the left with an arc length of 1350.44, with a radius of 5679.70 feet, a chord bearing of N77°29'40"E, and a chord length of 1347.26 to a point on the East line of the West Half (W/2) of the Southwest Quarter (SW/4); thence S00°47'32"E along said East line a distance of 368.99 feet to the Southeast Corner of the W/2 SW/4; thence S89°49'57"W along the South line of said SW/4 a distance of 1318.97 feet to the point of beginning.

Said Tract contains ± 261042.56 square feet, or ± 5.99 acres.

- § 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

NOT ADOPTED this _____ day of

_____, 2022.

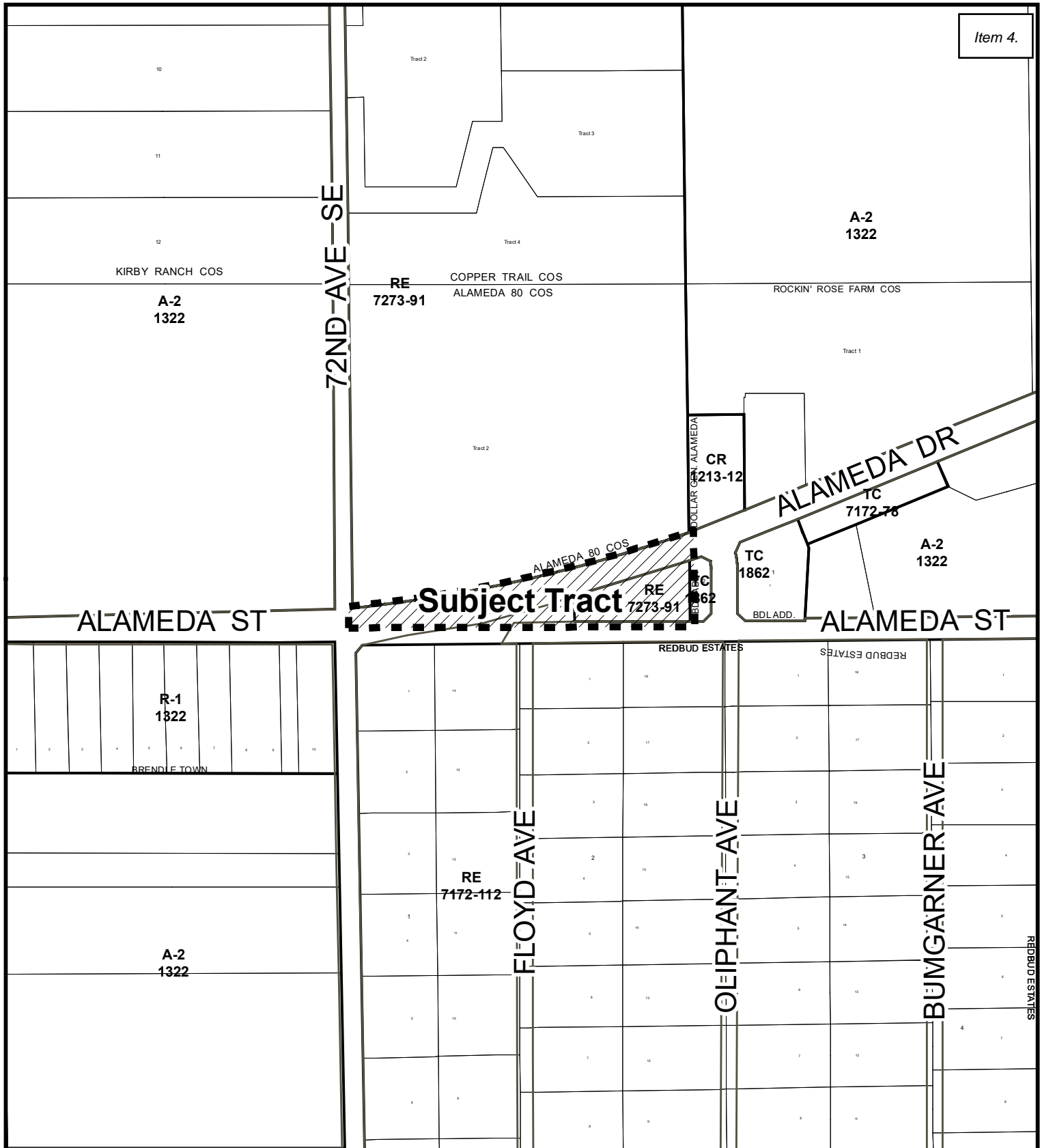
_____, 2022.

(Mayor)

(Mayor)

ATTEST:

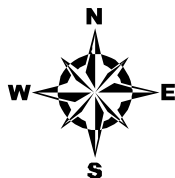
(City Clerk)



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.



November 16, 2021

0 250 500 Ft.

Subject Tract

Zoning

Applicant: Saffron Fletcher, Sanctuary Gardens & Wellness, LLC

Project Location: West of Oliphant Avenue north of Alameda Street

Case Number: PD21-27

Time: 6:00 p.m.

Applicant/Representative

Saffron Fletcher
Jason Fletcher
Cedric LeBlanc
Celeste LeBlanc
Dylan West

Attendees

Tim Sherban
Kim Sherban
Brandi Rice
Mark Cox

City Staff

Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney
Ken Danner, Subdivision Development Manager

Application Summary

The applicant is requesting to preliminary plat and rezone from RE, Residential Estates District, to CR, Rural Commercial District.

Neighbor's Comments/Concerns/Responses

Neighbors asked about operating hours and traffic. The applicant explained they will have normal business hours with some special events in the evenings or on weekends. They plan to be open 6 days a week. March and April will be peak months but at the height of the growing season they only expect 10 people at once as the maximum. Traffic should be similar to other plant nursery traffic. There will be no medical marijuana on site. The applicant intends to keep as many trees on the property as possible to maintain a visual barrier around the perimeter. There will be a monarch butterfly weigh station and pollinator friendly plants. The applicant would like to use this business and property to give back to the community.

ORDINANCE NO. O-2122-22

ITEM NO. 6

STAFF REPORT**GENERAL INFORMATION**

| | |
|------------------------------------|---|
| APPLICANT | Sanctuary Gardens and Wellness, L.L.C. |
| REQUESTED ACTION | Rezoning to CR, Rural Commercial District |
| EXISTING ZONING | RE, Residential Estates Dwelling District |
| SURROUNDING ZONING | North: RE, Residential Estates District East: TC, Tourist Commercial District South: RE, Residential Estates District West: RE, Residential Estates District |
| LOCATION | West of Oliphant Avenue between Alameda Drive and Alameda Street |
| SIZE | 5.99 acres, more or less |
| PURPOSE | Plant nursery |
| EXISTING LAND USE | Vacant |
| SURROUNDING LAND USE | North: Vacant, Dollar General East: Vacant, Alameda Market South: Single-family residential West: Single-family residential |
| CURRENT LAND USE PLAN DESIGNATION | Country Residential |
| PROPOSED LAND USE PLAN DESIGNATION | Commercial |

SYNOPSIS: The applicant, Sanctuary Gardens and Wellness, L.L.C., is requesting to rezone from RE, Residential Estates District, to CR, Rural Commercial District, to allow for a plant nursery, pollinator plants, and monarch butterfly waystation. The subject property is approximately 5.99 acres and a preliminary plat is also part of this application.

HISTORY: The subject property was rezoned from A-2, Rural Agricultural District, to RE, Residential Estates District, as part of a large rezoning of 240 acres approved by City Council on July 24, 1973. This area of Alameda Dr. has commercial development. The Dollar General across Alameda Dr. to the north was rezoned to CR, Rural Commercial District, with Ordinance

No. O-1213-12 approved by City Council on October 23, 2012. The parcel directly adjacent to the subject parcel on the west side of N. Oliphant Ave. and the parcel on the east side of N. Oliphant Ave. were rezoned to TC, Tourist Commercial, with Ordinance No. 1862 approved by City Council on February 22, 1966.

ZONING ORDINANCE CITATION: SEC 424.3 – CR, RURAL COMMERCIAL DISTRICT

General Description. This commercial district is intended for the conduct of retail trade and to provide personal services to meet the regular needs and convenience of rural residents. It is anticipated that this district will be the predominately used commercial district in rural Norman. It is intended that this zoning district be located at the intersection of improved section line roads.

EXISTING ZONING: The subject project is currently zoned RE, Residential Estates District. This zoning district allows only for residential and accessory uses. A commercial plant nursery would not be permitted in RE.

ANALYSIS: As stated above, the CR zoning district is meant to be the predominant commercial district in rural Norman. CR is also meant to be located at the intersection of improved section line roads; the subject property is located at the northeast corner of Alameda Street and 72nd Ave. N.E.

SITE PLAN: The proposed site plan shows three buildings: an office, a guttered greenhouse, and a single propthouse greenhouse. Adequate parking will be supplied for employees and customers. There are two proposed access points, one off Alameda Dr. and one off Alameda St. The site plan shows a dumpster enclosure on the north side of the parking lot. There is a detention basin in the southeast corner of the property. Because this application includes a preliminary plat and site development plan, the owner of the property will be required to follow the submitted site plan when obtaining building permits.

OPEN SPACE: Open space is not required in CR zoning, however, the applicant proposes to keep most of the property open to allow for plants and the monarch butterfly waystation. The development will follow all setback and landscaping requirements for this zoning district and use. The site plan shows a 10,000 square foot space to be used as a bearing orchard.

USE: The applicant proposes to use the property as a plant nursery and monarch butterfly waystation. There are a number of other commercial uses allowed by right, including:

- Artist material supply, studio, or hobby shop.
- Automobile service station.
- Bank.
- Barber shop, or beauty parlor.
- Child care center.
- Clothing and dry goods store.
- Farm Feed store.
- Firewood sales.
- Florist.
- Grocery or supermarket.
- Hardware store.
- Key shop.
- Medical Marijuana Dispensary, as allowed by state law.

- Office building and offices for such professional services as accountant, architect, attorney, business or management consultant, court reporter, dentist or dental surgeon, engineer, geologist or geophysicist, linguist, landscape architect, optometrist, optician, osteopathic physician, planning consultant, psychologist, physician or surgeon, or registered nurse. Funeral homes and mortuaries shall not be considered professional services permitted in this district.
- Pharmacy.
- Plant nursery.
- News stand and tobacco store.
- Restaurant.
- Retail spirits store.
- Shoe store or repair shop.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.

No individual use shall exceed a Gross Floor Area of 35,000 square feet.

OTHER AGENCY COMMENTS:

PARK BOARD: Because this is a commercial development, the preliminary plat was not required to go before the Park Board.

PUBLIC WORKS: Alameda Drive and Alameda Street are existing. A 20' trail easement will be adjacent to Alameda Drive. There are no public utilities (water and sanitary sewer) to serve the property. Private systems will be utilized with City and ODEQ approvals. Stormwater runoff will be controlled by a proposed privately-maintained detention facility.

PREDEVELOPMENT: PD-27, July 22, 2021

Neighbors asked about operating hours and traffic. The applicant explained they will have normal business hours with some special events in the evenings or on weekends. They plan to be open 6 days a week. March and April will be peak months but at the height of the growing season they only expect 10 people at once as the maximum. Traffic should be similar to other plant nursery facilities. There will be no medical marijuana on site. The applicant intends to keep as many trees on the property as possible to maintain a visual barrier around the perimeter. There will be a monarch butterfly waystation and pollinator friendly plants. The applicant would like to use this business and property to give back to the community.

GREENBELT COMMISSION: November 15, 2021

Greenbelt forwards this item with no additional comments.

CONCLUSION: Staff forwards this request for rezoning to Rural Commercial District and Ordinance O-2122-22 to Planning Commission for your consideration.

LOT IMPERVIOUS CALCULATIONS

| Item | Existing | Proposed |
|------------------------------------|----------|----------|
| Lot Area | 5.99 Ac | 5.99 Ac |
| Lot Area outside Public ROW | 2.15 Ac | 2.15 Ac |
| Paved Public Roads | 39175 SF | 39175 SF |
| Building | 90 SF | 890 SF |
| Pavement Impervious | 1360 SF | 2160 SF |
| Pavement Previous | | 10562 SF |
| Accessory Buildings (Green Houses) | | 5706 SF |

SITE PLAN
ALAMEDA GARDEN CENTER
A PART OF THE SW/4 OF SECTION 29, T9N,R1W,IM



NSE ENGINEERING CONSULTANTS
2800 WEST LINDESEY STREET
SUITE 111
NORMAN, OK 73072
TEL 405-244-2900
FAX 405-244-2739
www.nseengineering.com

OKLAHOMA BOARD OF PROFESSIONAL ENGINEERS
LICENSE NO. 15516
EXPIRES 12/31/2021

STATE OF OKLAHOMA
COUNTY OF NORMAN
NOTAR PUBLIC
TAHIR M. NASIR
15516



ALAMEDA GARDEN CENTER
7450 ALAMEDA DRIVE, NORMAN,
CLEVELAND COUNTY, OKLAHOMA
SHEET TITLE: OVERALL SITE PLAN

Revisions:

| | |
|-------------|------------|
| Issue Date | 11.30.2021 |
| Project No. | 2123 |
| Sheet No. | C02 |

REFERENCE
1. ALL INFORMATION SHOWN ON THIS PLAN IS BASED ON THE RECORDS OF THE CITY OF NORMAN, OKLAHOMA, AND THE CITY OF ALAMEDA, OKLAHOMA.
2. THE INFORMATION IS BASED ON A SURVEY BY PROFESSIONAL CONSULTING ENGINEER, MRS. KIM M. BETH STREET, OF THE CITY OF ALAMEDA, OKLAHOMA.
3. THE INFORMATION IS BASED ON A SURVEY BY PROFESSIONAL CONSULTING ENGINEER, MRS. KIM M. BETH STREET, OF THE CITY OF ALAMEDA, OKLAHOMA.

Scale: 1" = 50'

PRINT SIZE: 24"x36"

COPPER TRAIL COS
ALAMEDA 80 COS

ROCKIN' ROSE FARM COS

RE
7273-91

A-2
1322

Tract 1

Tract 2

1
CR
1213-12

ALAMEDA DR

TC
7172-78

ALAMEDA 80 COS

A-2
1322

TC
1862

BDL ADD.

Subject Tract

ALAMEDA ST

REDBUD ESTATES

REDBUD ESTATES

FLOYD AVE

OLIPHANT AVE

BUMGARDNER AVE

RE
7172-112

Protest Map

7.6% Protest Within Notification Area



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



0 150 300 Feet



Subject Tract



Notification Area



Protest

December 7, 2021

Dear Norman Planning Commission,

My name is Maeghan Hennessey and live at 103 Floyd Ave., Norman, OK 73026. I wanted to bring to you concerns my husband, John, and I share regarding the potential for a property next to ours to be rezoned to CR (Rural Commercial District) from RE (Residential Estate Dwelling District), with additional amendment of the NORMAN 2025 Land Use and Transportation Plan. Specifically, the property is located east of 72nd Ave., south of Alameda Dr., and north of Alameda St. We PROTEST the possibility of rezoning this property. Sanctuary Gardens & Wellness, L.L.C. and its owners are potential buyers of this property, seeking for the property to be rezoned so they can establish a plant nursery. Our family received a notice of the potential rezoning and ask you to consider this written protest in your decision.

Our property lies directly on the south side of Alameda St. from the property described above. As such, we are direct neighbors of the property up for rezoning consideration, sharing the property's largest inhabited border. We feel the impacts to our property, neighborhood, and family are quite large and oppose the potential for the aforementioned property to be rezoned. Below I highlight our concerns:

1. We are concerned that the location of this business, given the limitations on the size and configuration of the property, will create adverse traffic patterns for our neighborhood (Red Bud Estates). I believe with the exception of Alameda St., our entire neighborhood lives on private maintenance roads. If rezoning is approved and the new business is established in the location, all roads in our neighborhood will experience increased traffic volume, most likely coming from parts of Norman south of the property and including Highway 9. Because homeowners pay for the maintenance of private roads, rezoning of this property to accommodate a plant nursery means we will essentially be subject to a new business at our own cost. The property under question does not fall along any of the private maintenance roads, so the potential buyers will not incur these costs - it will all be on our backs. Moreover, my understanding from previous communication is that the potential buyers of this property plan to place the driveway into the business on Alameda St., greatly increasing the potential for a growing number of vehicles on the private maintenance roadways. The other business in the area does not have an easily accessible driveway on Alameda St., so it will be this new business alone creating different traffic patterns in our area.
2. Increased traffic comes with other risks, to our family in particular. We have five children, some of whom are quite young. I can only imagine the increased traffic posing a risk to our children. We will no longer be able to allow them to walk to our mailbox unsupervised for fear a car will be coming around the corner. We will no longer be able to allow them walk our dog or to ride their bikes down our own road with their siblings because there will be more traffic on it - traffic that does not know there are no less than five families with small children living on our road. The wear and tear on the road will also pose risks to our children while they are riding bikes and may cost us more in car maintenance. If we want to continue these normal activities, which are part of the reasons we moved to a rural residential area, we would have to make changes to our own property (e.g., cutting down trees to increase line of sight), and we shouldn't have to do that.
3. Should the parcel be rezoned and the business opens on it, we will need to make changes to the way we use our own property. Specifically, we will not be able to allow our children to access all parts of their own property because there will be many more people on property directly across the street. As it now stands, the north side of our property abuts Alameda St., directly across from the property under question. We allow our children to walk into that part of our property on their own, most often to collect wild blackberries, but we will no longer feel safe enough to do this with

FILED IN THE OFFICE
OF THE CITY CLERK
ON 12-6-21 ss

the increased number of people in close proximity. This will be made further dangerous by the entrance to the rezoned property being almost directly across from our property.

4. Further considering the increased number of people in close proximity to our property: we live on a rose rock strain. The rocks jutting out of the ground on our property next to Alameda St. make the presence of a rose rock strain evident. Because this part of the property is easily accessible from Alameda St. (we do not wish to place fences on our property because much wildlife move through the area), once in a while we will find trespassers looking for and collecting rose rocks on that side of our land. They seem to not know the land is not public, and some do not care (based on communications we've had). The increased number of people visiting the proposed nursery (who I assume will enjoy "natural" things more than the average person) coupled with the obvious presence of rose rocks on our property will likely increase the number of trespassers we experience. This makes us think even harder about the safety of our family should rezoning occur.

5. Finally, and most importantly, we are concerned that "once rezoned, always rezoned." Though a nursery may seem like a benign business for this area, particularly given the rural nature of Ward 5, we feel it is very likely Sanctuary Gardens & Wellness, L.L.C. will outgrow the property under question - it's in the shape of a triangle with Alameda Dr. running through it, utility easements, and a large grade on part of the property, so much of it may not be usable for expansion in a current location. For instance, the potential buyers have stated they wish to cultivate blackberries (wild blackberries are already present on the property) and strawberries for picking by the general public. The property is too small for this venture to be successful, leading us to believe the potential for the business moving locations is high. As another example, the potential buyers wish the plant butterfly gardens, but they places they wish for these to exist are located in areas Cleveland County mows - along Alameda St. and Alameda Dr. Simply put, the county will mow down their butterfly gardens multiple times per year during warmer months. We are concerned with what happens with the "next use" of the property, particularly when the nursery grows larger and moves locations. Many of the businesses on the list of "acceptable" businesses in property zoned CR (Rural Commercial District) are not the kinds of businesses we want across the street from our home. We moved to a rural area to get away from those types of businesses, and we are very concerned about the possibility they will be encroaching on us.

Considering all these issues, we feel this rezoning proposal is in direct conflict with the quiet, rural lifestyle we and many others in Ward 5 wish to live. We also ask you to consider that the business asking for rezoning of this plot does not own the plot, and that the owner has received other offers to buy the property that do not come with rezoning requests. We ask the Norman Planning Commission consider favorably our PROTEST to rezone this particular plot of land. Though it may seem like a small issue in the larger role of the Planning Commission, I assure you it is not a small matter to us.

Maeghan Hennessey and John Hennessey

103 Floyd Ave.
Norman, OK 73026
405-366-8977 (h)
405-537-4975 (c)

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

DECEMBER 9, 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 9th day of December, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Erin Williford (arrived at 6:32 p.m.)
Kevan Parker
Steven McDaniel
Erica Bird
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Anais Starr, Planner II
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Kathryn Walker, City Attorney
Heather Poole, Asst. City Attorney
Jeanne Snider, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

Item No. 5, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2122-64: SANCTUARY GARDENS AND WELLNESS, L.L.C. REQUESTS AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM COUNTRY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR APPROXIMATELY 5.99 ACRES OF PROPERTY LOCATED WEST OF OLIPHANT AVENUE BETWEEN ALAMEDA DRIVE AND ALAMEDA STREET.

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Summary

Item No. 6, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-22: SANCTUARY GARDENS AND WELLNESS, L.L.C. REQUESTS REZONING FROM RE, RESIDENTIAL ESTATES DWELLING DISTRICT, TO CR, RURAL COMMERCIAL DISTRICT, FOR APPROXIMATELY 5.99 ACRES OF PROPERTY LOCATED WEST OF OLIPHANT AVENUE BETWEEN ALAMEDA DRIVE AND ALAMEDA STREET.

ITEMS SUBMITTED FOR THE RECORD:

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

Item No. 7, being:

CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-6, A PRELIMINARY PLAT SUBMITTED BY SAFFRON FLETCHER/SANCTUARY GARDENS AND WELLNESS, L.L.C. (NSE ENGINEERING CONSULTANTS) FOR ALAMEDA GARDEN CENTER FOR APPROXIMATELY 5.99 ACRES OF PROPERTY LOCATED WEST OF OLIPHANT AVENUE BETWEEN ALAMEDA DRIVE AND ALAMEDA STREET.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Plan
6. Pre-Development Summary
7. Greenbelt Commission Action

PRESENTATION BY STAFF:

1. Ms. Lora Hoggatt presented the staff report. One protest letter was received which represented 7.6% of the notification area.

PRESENTATION BY THE APPLICANT:

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

Commissioner Parker asked a question.

Ms. Saffron Fletcher, the applicant, responded to the question.

Commissioner McDaniel asked a follow-up question.

Ms. Jami Short, Traffic Engineer, responded.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Commissioner Boeck made comments.
Commissioner Parker made comments.
Commissioner Jablonski made comments.
Commissioner Williford made comments.
Ms. Jami Short, Traffic Engineer, responded.

Michael Jablonski moved to recommend adoption of Resolution No. R-2122-64, Ordinance No. O-2122-22, and PP-2122-6, the Preliminary Plat for ALAMEDA GARDEN CENTER, to City Council. Steven McDaniel seconded the motion.

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

| | |
|----------------|--|
| YEAS | Erin Williford, Steven McDaniel, Erica Bird, Dave Boeck, Sandy Bahan, Michael Jablonski |
| NAYES | Kevan Parker |
| MEMBERS ABSENT | Lark Zink |

The motion, to recommend adoption of Resolution No. R-2122-64, Ordinance No. O-2122-22, and PP-2122-6 to City Council, passed by a vote of 6-1.

* * *

File Attachments for Item:

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-27 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MEDICAL MARIJUANA PROCESSING (TIER III) IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT 3C IN BLOCK TWO (2) OF EAST LINDSEY PLAZA SECTION 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1228 LINDSEY PLAZA DRIVE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Binh Vu To and Hong Loan Thi Danh

PRESENTER: Jane Hudson, Director, Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-27 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MEDICAL MARIJUANA PROCESSING (TIER III) IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT 3C IN BLOCK TWO (2) OF EAST LINDSEY PLAZA SECTION 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1228 LINDSEY PLAZA DRIVE)

SYNOPSIS: The applicants, Binh Vu To and Hong Loan Thi Danh, are requesting Special Use for a Tier III Medical Marijuana Processor at 1228 Lindsey Plaza Drive. The property is zoned C-2, General Commercial District.

HISTORY: The property was rezoned from A-2, Rural Agricultural District, to C-2, General Commercial District, in April 1972. The subject and surrounding properties were intended at the time of rezoning to be used for the construction of a small shopping center.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)

4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.
6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

EXISTING ZONING: The property is currently zoned C-2, General Commercial District. This district is intended for the conduct of personal and business services and the general retail business of the community. The C-2 Zoning District requires Special Use approval for Tier III Medical Marijuana Processing.

ANALYSIS:

SITE PLAN: This property has two access points; one off E Lindsey Plaza Drive and one off an alley. The applicant will not be changing the existing exterior building or site. There is existing adequate on-site parking.

The applicant will be performing light processing, including the creation of pre-rolls, cannabis cigars, cartridges, and distillates, which are in Tier III of Medical Marijuana Processing as defined by the State of Oklahoma. A Tier III Medical Marijuana Processor is "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."

IMPACTS: The applicant will not grow medical marijuana or operate a dispensary from this site. The applicant is required to follow all City of Norman codes, and acquire all City of Norman permits, licenses and obtain an Annual Medical Marijuana Processor License to continue the Special Use permit.

OTHER AGENCY COMMENTS:

PUBLIC WORKS: This site is platted and all public utilities are installed.

PREDEVELOPMENT: PD21-37, November 17, 2021

Neighbors are concerned that families live nearby. Applicant described rigorous process and explained that children could not get access to marijuana. Neighbors were also concerned about addiction and crime. Applicant said that medical marijuana is not an addiction. Neighbor asked how much processing is in Norman. Planning staff responded that they did not know. Neighbor

encouraged applicant to move to an industrial area. Applicant stated that they have a two-year lease.

CONCLUSION: Staff forwards this request for Special Use and Ordinance O-2122-27 for City Council's consideration.

Planning Commission, at their December 9, 2021 meeting, recommended adoption of Ordinance O-2122-27 by a vote of 4-3.

O-2122-27

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR MEDICAL MARIJUANA PROCESSING (TIER III) IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT 3C IN BLOCK TWO (2) OF EAST LINDSEY PLAZA SECTION 2, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1228 Lindsey Plaza Drive)

- § 1. WHEREAS, Binh Vu To and Hong Loan Thi Danh have made application to have Special Use for Medical Marijuana Processing (Tier III) on the property described below in the C-2, General Commercial District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to grant Special Use for Medical Marijuana Processing (Tier III) in the C-2, General Commercial District, for the following described property, to wit:

Lot 3C, in Block 2 of EAST LINDSEY PLAZA SECTION 2, to Norman, Cleveland County, Oklahoma.

Ordinance No. O-2122-27

Page 2

§ 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the Site Plan (aerial photo), and supporting documentation submitted by the applicant and approved by the Planning Commission on December 9, 2021.

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

ADOPTED this _____ day of

NOT ADOPTED this _____ day of

_____, 2022.

_____, 2022.

(Mayor)

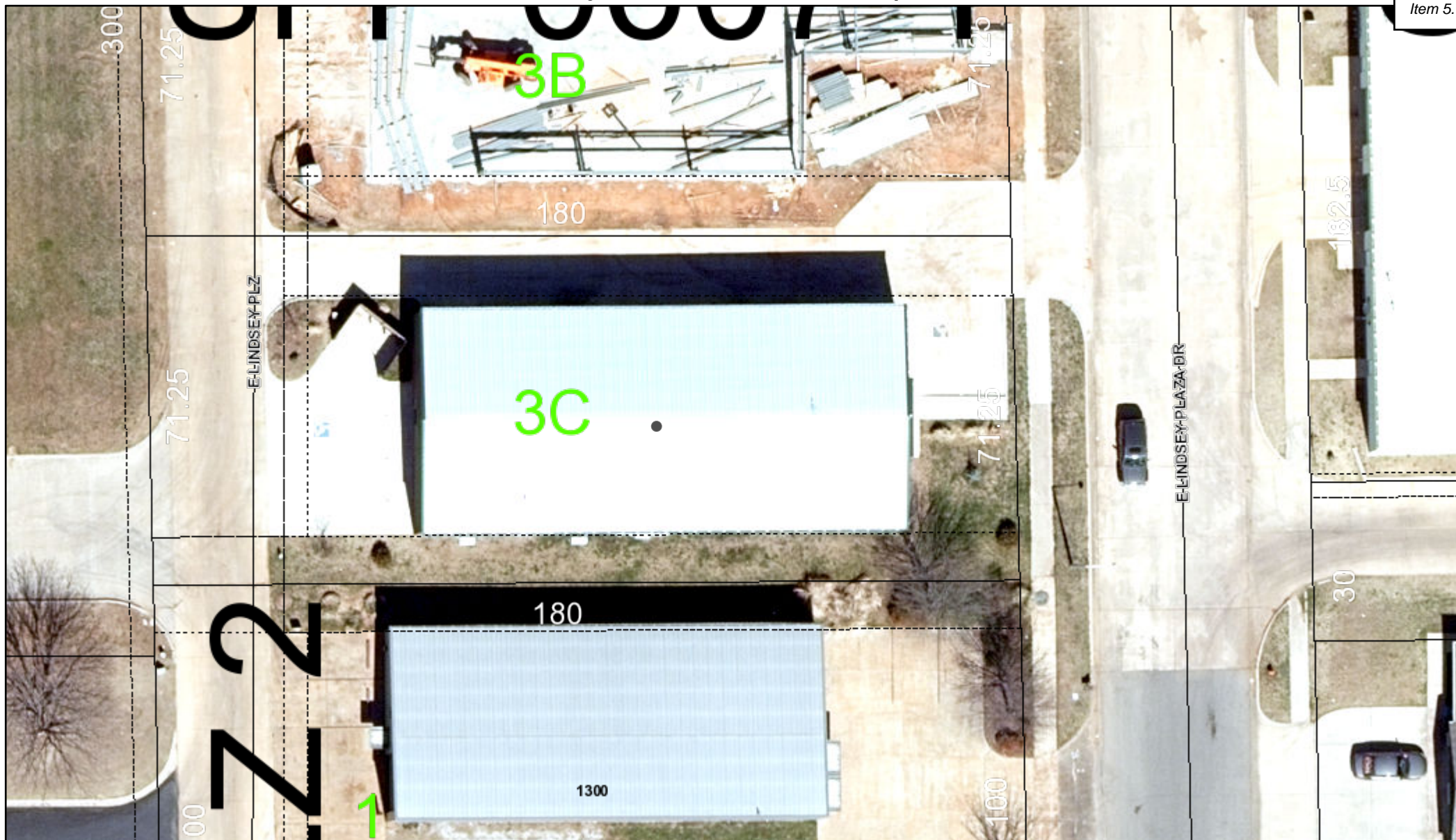
(Mayor)

ATTEST:

(City Clerk)

City of Norman WebMap

Item 5.



12/1/2021, 1:34:57 PM



Core Area



Easement



Conservation Easements



Lot Line



Parcel



Address Number



OU



Park



Lake Thunderbird



Railroad



Streets



Centerline Labels (10,000+)

AerialPhoto2019



Red: Band_1

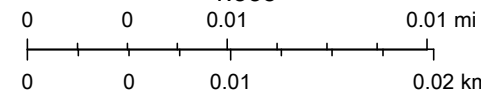


Green: Band_2



Blue: Band_3

1:335



The Sanborn Map Company LLC, City of Norman, GIS Services Division

93

City of Norman, Interactive Map

The City of Norman assumes no responsibility of errors or omissions in the information presented.

Applicant: Greg Iman, Hong Loan Thi Danh

Project Location: 1228 Lindsey Plaza Drive

Case Number: PD21-37

Time: 5:30 p.m.

Applicant/Representative

Hong Loan Danh
Binh Vu To

Attendees

Kenyan Hill
Gina Hill

City Staff

Logan Hubble, Planner I
Beth Muckala, Assistant City Attorney

Application Summary

The applicant is requesting Special Use for medical marijuana Tier III processing.

Neighbor's Comments/Concerns/Responses

Neighbors are concerned that families live nearby. Applicant described rigorous process and explained that children could not get access to marijuana. Neighbors were also concerned about addiction and crime. Applicant said that medical marijuana is not an addiction. Neighbor asked how much processing is in Norman. Planning staff responded that they did not know. Neighbor encouraged applicant to move to an industrial area. Applicant stated that they have a two year lease.

ORDINANCE NO. O-2122-27

ITEM NO. 8

STAFF REPORT**GENERAL INFORMATION**

| | |
|---------------------------|--|
| APPLICANT | Binh Vu To and Hong Loan Thi Danh |
| REQUESTED ACTION | Special Use for a Tier III Medical Marijuana Processor |
| EXISTING ZONING | C-2, General Commercial District |
| SURROUNDING ZONING | North: C-2, General Commercial District East: C-2, General Commercial District and RM-2, Low Density Apartment District South: C-2, General Commercial District and RM-2, Low Density Apartment District West: C-2, General Commercial District and PUD, Planned Unit Development |
| LOCATION | 1228 Lindsey Plaza Drive |
| SIZE | 0.3 acres, more or less |
| PURPOSE | Medical Marijuana Processing |
| EXISTING LAND USE | Warehouse |
| SURROUNDING LAND USE | North: Commercial East: Commercial South: Commercial West: Commercial |
| LAND USE PLAN DESIGNATION | Commercial Designation |

SYNOPSIS: The applicants, Binh Vu To and Hong Loan Thi Danh, are requesting Special Use for a Tier III Medical Marijuana Processor at 1228 Lindsey Plaza Drive. The property is zoned C-2, General Commercial District.

HISTORY: The property was rezoned from A-2, Rural Agricultural District, to C-2, General Commercial District, in April 1972. The subject and surrounding properties were intended at the time of rezoning to be used for the construction of a small shopping center.

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.
6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

EXISTING ZONING: The property is currently zoned C-2, General Commercial District. This district is intended for the conduct of personal and business services and the general retail business of the community. The C-2 Zoning District requires Special Use approval for Tier III Medical Marijuana Processing.

ANALYSIS:

SITE PLAN: This property has two access points; one off E Lindsey Plaza Drive and one off an alley. The applicant will not be changing the existing exterior building or site. There is existing adequate on-site parking.

The applicant will be performing light processing, including the creation of pre-rolls, cannabis cigars, cartridges, and distillates, which are in Tier III of Medical Marijuana Processing as defined by the State of Oklahoma. A Tier III Medical Marijuana Processor is "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."

IMPACTS: The applicant will not grow medical marijuana or operate a dispensary from this site. The applicant is required to follow all City of Norman codes, and acquire all City of Norman permits, licenses and obtain an Annual Medical Marijuana Processor License to continue the Special Use permit.

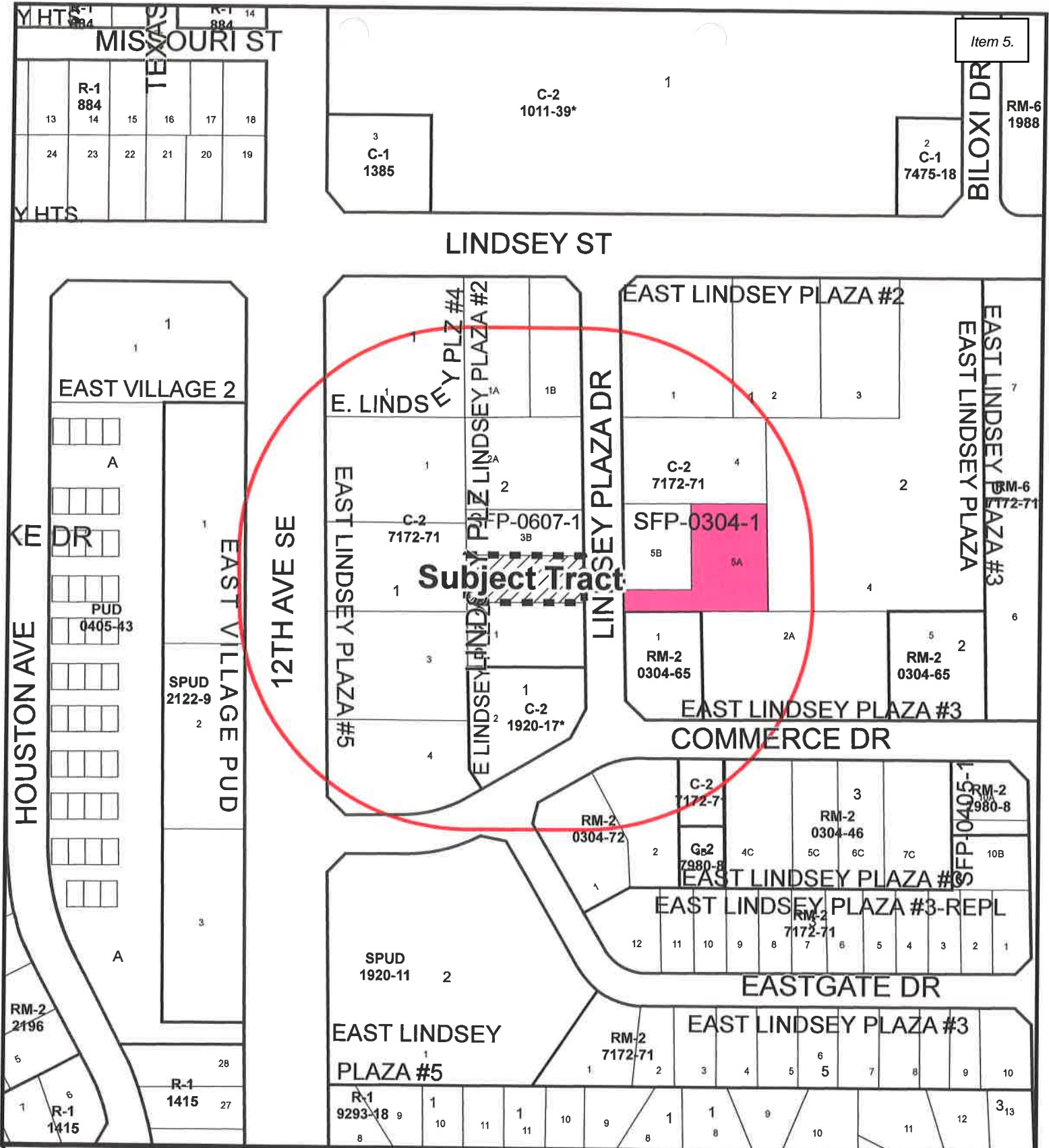
OTHER AGENCY COMMENTS:

PUBLIC WORKS: This site is platted and all public utilities are installed.

PREDEVELOPMENT: PD21-37, November 17, 2021

Neighbors are concerned that families live nearby. Applicant described rigorous process and explained that children could not get access to marijuana. Neighbors were also concerned about addiction and crime. Applicant said that medical marijuana is not an addiction. Neighbor asked how much processing is in Norman. Planning staff responded that they did not know. Neighbor encouraged applicant to move to an industrial area. Applicant stated that they have a two year lease.

CONCLUSION: Staff forwards this request for Special Use and Ordinance No. O-2122-27 for Planning Commission's consideration.



Protest Map

5.3% Protest Within Notification Area



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



0 100 200 Feet

December 7, 2021

-  Subject Tract
-  Notification Area
-  Protest

The City of Norman
201 W. Gray A
Norman, OK 73070

RE: Notice of Request for Special Use

December 6, 2021

Dear Planning Commission and City Council;

The purpose of this letter is to protest the request for Special Use for Tier III Medical Marijuana Processing at 1228 Lindsey Plaza Dr., Norman, OK.

This processing would create additional traffic from deliveries of product, large amounts of trash from manufacturing, fire danger from highly flammable chemicals used in extraction process, increased risk of crime for addictive products, foul odor and sanitation of building can create issues in affected areas.

This will cause increased danger to children living in nearby homes. School buses travel to this area as well.

This will have a negative affect on all property in this area.

Norman does not need another marijuana business!

Sincerely,



Gina Waller
Owner
Emcee Investments, LLC

Authorized to sign on behalf of Emcee Investments

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

DECEMBER 9, 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 9th day of December, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Erin Williford (arrived at 6:32 p.m.)
Kevan Parker
Steven McDaniel
Erica Bird
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Anais Starr, Planner II
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Kathryn Walker, City Attorney
Heather Poole, Asst. City Attorney
Jeanne Snider, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

Item No. 8, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-27 FOR BINH VU TO AND HONG LOAN THI DANH REQUEST SPECIAL USE FOR MEDICAL MARIJUANA PROCESSING (TIER III) FOR PROPERTY CURRENTLY ZONED C-2, GENERAL COMMERCIAL DISTRICT, AND LOCATED AT 1228 LINDSEY PLAZA DRIVE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Aerial Photo
4. Pre-Development Summary

PRESENTATION BY STAFF:

1. Mr. Logan Hubble presented the staff report. One protest letter was received which represented 5.3% of the notification area.

PRESENTATION BY THE APPLICANT:

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

Commissioner Jablonski asked a question

Ms. Hong Loan Thi Danh, the applicant, 12404 Rockwood Avenue, Oklahoma City, responded to questions.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Dave Boeck moved to recommend adoption of Ordinance No. O-2122-27 to City Council. Erin Williford seconded the motion.

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

YEAS

NAYES

MEMBERS ABSENT

Erin Williford, Erica Bird, Dave Boeck, Michael Jablonski

Kevan Parker, Steven McDaniel, Sandy Bahan

Lark Zink

The motion, to recommend adoption of Ordinance No. O-2122-27 to City Council, passed by a vote of 4-3.

File Attachments for Item:

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-29 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, THE C-3, INTENSIVE COMMERCIAL DISTRICT, AND THE O-1, OFFICE-INSTITUTIONAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Norman Regional Health System and City of Norman

PRESENTER: Jane Hudson, Director, Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-29 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, THE C-3, INTENSIVE COMMERCIAL DISTRICT, AND THE O-1, OFFICE-INSTITUTIONAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS)

SYNOPSIS: The applicants, Norman Regional Health System and the City of Norman, are requesting to rezone the subject property with approximately 29.3 acres to PUD, Planned Unit Development. The subject property is currently the site of the Porter Campus of Norman Regional Hospital. The applicant is requesting to redevelop as a mixed use site, in addition to the site planned for the Senior Wellness Center.

HISTORY: On July 13, 1954, City Council adopted Ordinance No. 884, which placed the R-1, Single-Family Dwelling District, and C-3, Intensive Commercial District, portions of the subject property into these zoning districts. The portions of the subject property that are currently zoned O-1, Office-Institutional District, were rezoned to O-1 with Ordinance Nos. O-9900-9 (adopted October 12, 1999), O-9900-52 (adopted June 13, 2000), and O-0203-18 (adopted December 17, 2002). Over the years, Norman Regional Health System has developed the subject property into the Porter Campus for the hospital. Numerous doctors' offices have also been developed.

ZONING ORDINANCE CITATION:

SEC. 420 – PLANNED UNIT DEVELOPMENT

Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas

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

Specifically, the purposes of this section are to encourage:

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

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

EXISTING ZONING: A majority of the subject property is zoned R-1 which allows for single-family residential and accessory uses. A hospital is not a use permitted by right or by Special Use application in R-1. Medical offices are allowed by right in O-1 and C-3 zoning districts. The subject property is within the Porter Corridor Commercial Development area.

ANALYSIS: The particulars of this PUD include:

USE: The applicant listed what uses will be allowed in the PUD Narrative, Exhibit E, "Allowable Uses."

OPEN SPACE: The PUD Narrative states the development will have a minimum of 10% space open. The proposed open space areas are shown on the Open Space Exhibit D.

PARKING: Parking for the development will meet or exceed the requirements of Section 431.5, Off-Street Parking Requirements. Parking lots abutting residential properties will be designed in accordance with the Porter Corridor Zoning Overlay District regulations, except that no buffer walls shall be required. Buffer landscaping and parking lot lighting regulations will still apply.

PHASES: The Porter Campus will be developed in multiple phases. The initial phase is anticipated to include the City's Senior Wellness Center and behavioral health care.

SITE PLAN/ACCESS: The proposed site development plan shows six access points off Findlay Avenue and two access points off Porter Avenue. A new interior street will be constructed. The existing EMSTAT building on the north of the subject property will remain. Two mixed use buildings and an office building are proposed on the east side of the property. NRHS will have three buildings on the northwest side of the property off Porter Avenue; the NRHS North building and the NRHS Education building will remain. A new NRHS building is proposed between the two existing buildings. The City's Senior Wellness Center is proposed for the southeast corner of the property. A variety care site and a BMS site are proposed for the southwest corner of the property. There are parking lots and walking trails proposed throughout the development.

AREA REGULATIONS: The PUD Narrative states that the lots within the development have minimal setbacks "in order to create a vibrant, walkable, and high-quality development." There are no minimum setbacks for buildings except for a 20' setback along the south border of the Porter Campus property and a 20' setback from Findlay Avenue. The maximum height for buildings within 100' from a residentially zoned property will be three stories. Otherwise, buildings have no maximum height in the development.

LANDSCAPING: Landscaping for the development will comply with Section 431.8, Landscaping Requirements for Off-Street Parking Facilities.

SIGNAGE: The PUD Narrative states all signs will comply with the Commercial Zone Sign Standards in Section 18-504 with the following exceptions. Grounds signs on the Porter Campus shall be allowed at zero setback so long as all ground signs do not block the applicable sight triangle. Development entrance signage and tenant identification signage shall be allowed at the entrances of the Porter Campus. Any off-premises entrance or identification signage along Findlay shall not exceed six feet in height. Any off-premises entrance or identification signage along Porter shall not exceed fifteen feet in height. Internal directional and identification signage shall be allowed within the Porter Campus in order to ensure adequate wayfinding, provided that no single internal directional or identification sign may exceed five feet in height.

LIGHTING: All exterior lighting for the development will comply with Section 431.6, Commercial Outdoor Lighting Standards.

FENCING: The PUD Narrative states a masonry wall currently exists along the southern boundary of the property which will remain.

OTHER AGENCY COMMENTS:

PARK BOARD: The applicant is on the agenda for a December 9, 2021 Park Board meeting. Staff will update on the floor at the Planning Commission Meeting.

PUBLIC WORKS: Findlay Avenue is existing; the proposed interior street will be constructed to city standards. Porter Avenue is part of a city streetscape project. Utilities, sanitary sewer and water, including fire hydrants, will be installed per city and DEQ standards. Sidewalks will be installed adjacent to all public streets. Storm water will be conveyed to existing and proposed detention facilities. This proposal contains less impervious cover than the existing site.

PREDEVELOPMENT: PD21- November 17, 2021

Neighbor's Comments/Concerns/Responses

What is the overall timeline?

Senior Center first, 12 – 13-month build

What is the plan for the hospital growth?

Rebuilding – future growth, there are no plans to vacate the site, we will be keeping the anchor educational facility and building around it.

Will there be a Phasing Plan/timeline?

Senior Center, Behavioral Medicine and simultaneously maybe Variety Care – done by 2023 – 2024.

When the services that are going to move to the West Campus are complete, the demolition of specific areas will begin, we are not demoing the educational facility. Once demo is complete, we will start the rebuild of the campus. The “S” curve street will not be constructed until approximately 75% of the campus site is complete.

The plan is to mimic the Porter Corridor design concept for the reconstruction of the campus.

GREENBELT COMMISSION: GBC21-33, November 15, 2021

Greenbelt forwards this item with no additional comments.

CONCLUSION: Staff forwards this request and Ordinance O-2122-29 for City Council's consideration.

Planning Commission, at their December 9, 2021 meeting, unanimously recommended adoption of Ordinance O-2122-29 by a vote of 7-0.

O-2122-29

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, THE C-3, INTENSIVE SOMMERCIAL DISTRICT, AND THE O-1, OFFICE-INSTITUTIONAL DISTRICT, AND PLACE SAME IN THE PUD, PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (Norman Regional Health System Porter Campus)

- § 1. WHEREAS, Norman Regional Health System and the City of Norman, the owners of the hereinafter described property, have made application to have the subject property removed from the R-1, Single Family Dwelling District, the C-3, Intensive Commercial District, and the O-1, Office-Institutional District and placed in the PUD, Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single Family Dwelling District, the C-3, Intensive Commercial District, and the O-1, Office-Institutional District and place the same in the PUD, Planned Unit Development District, to wit:

A tract of land being all of Blocks 1 and 2, WHITWELL ADDITION recorded in Book 1 of Plats, Page 26; AND all of Blocks 1 and 2, GRIFFIN HEIGHTS ADDITION recorded in Book 2 of Plats, Page 62; AND all of Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92; AND all of

Blocks 1 and 2, Lots 1 through 13, Block 3 and Lots 1 through 12, Block 4, HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32, together with the platted streets and alleys lying within the aforescribed plats AND those unplatted parts of the Northwest Quarter (NW/4) of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma all lying within the following described tract of land;

COMMENCING at the northwest corner of said Northwest Quarter; THENCE South $00^{\circ}09'01''$ East, along the west line of said Northwest Quarter, a distance of 553.00 feet to the POINT OF BEGINNING; THENCE North $89^{\circ}50'59''$ East a distance of 420.40 feet; THENCE North $00^{\circ}09'01''$ West a distance of 237.84 feet to a point on the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 1 recorded in Book 8 of Plats, Page 77 extended; THENCE North $89^{\circ}44'54''$ East, along the south line of said Lot 1 extended, the south line of said Lot 1 and the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 2 recorded in Book 10 of Plats, Page 39, a distance of 615.57 feet to the southeast corner of said Lot 1, also being a point on the west right of way line of Findlay Avenue; THENCE South $00^{\circ}09'01''$ East, along said west right of way line and the east line of Block 1 of said GRIFFIN HEIGHTS ADDITION extended and the east line of said Block 1, a distance of 859.73 feet; THENCE South $89^{\circ}26'27''$ West a distance of 8.00 feet to a point of intersection with the east line of Block 1, NORTHEAST ADDITION extended; THENCE South $00^{\circ}09'01''$ East, along the east line of said Block 1 extended, the east line of said Block 1 and said west right of way line, a distance of 335.00 feet; THENCE North $89^{\circ}26'27''$ East a distance of 8.00 feet; THENCE South $00^{\circ}09'01''$ East a distance of 165.00 feet to a point of intersection with the south line of Block 4, HIGH SCHOOL ADDITION extended; THENCE South $89^{\circ}26'27''$ West, along said south line extended, the south line of said Block 4 and the south line of Block 3 in said Addition, a distance of 1,003.00 feet to the southwest corner of said Block 3, also being a point on the east right of way line of Porter Avenue; THENCE North $00^{\circ}09'01''$ West, along the west line of said Block 3, the west line of Block 2 of said HIGH SCHOOL ADDITION, the west line of Block 1, WHITWELL ADDITION and said east right of way line, a distance of 952.35 feet to the northwest corner of said Block 1, WHITWELL ADDITION; THENCE South $89^{\circ}26'27''$ West a distance of 33.00 feet to a point on the west line of said Northwest Quarter; THENCE North $00^{\circ}09'01''$ West, along said west line, a distance of 175.84 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 1,277,585 square feet or 29.3293 acres, more or less.

§ 5. Further, pursuant to the provisions of Section 22:420 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the PUD Narrative and Site Development Plan, approved by the Planning Commission on December 9, 2021, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

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

ADOPTED this _____ day of _____, 2022.

NOT ADOPTED this _____ day of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

ORDINANCE NO. O-2122-29

ITEM NO. 11

STAFF REPORT

GENERAL INFORMATION

| | |
|----------------------|---|
| APPLICANT | Norman Regional Health System and the City of Norman |
| REQUESTED ACTION | Rezoning to PUD, Planned Unit Development District |
| EXISTING ZONING | R-1, Single-Family Dwelling District C-3, Intensive Commercial District O-1, Office-Institutional District |
| SURROUNDING ZONING | North: C-1, Local Commercial District and C-3, Intensive Commercial District East: SPUD, Simple Planned Unit Development O-1920-33, and R-1, Single-Family Dwelling District South: C-2, General Commercial District, and R-1, Single-Family Dwelling District, West: C-2, General Commercial District, and C-3, Intensive Commercial District |
| LOCATION | South of E. Robinson Street, west of N. Findlay Avenue, north of E. Frank Street, and east of N. Porter Avenue |
| SIZE | 29.3 acres, more or less |
| PURPOSE | Mixed use development |
| EXISTING LAND USE | Norman Regional Hospital and medical offices |
| SURROUNDING LAND USE | North: Pharmacy and medical offices East: Dimensions School and single-family residential |

South: Sonic and single-
West: residential
Commercial

Item 6.

SYNOPSIS: The applicants, Norman Regional Health System and the City of Norman, are requesting to rezone the subject property with approximately 29.3 acres to PUD, Planned Unit Development. The subject property is currently the site of the Porter Campus of Norman Regional Hospital. The applicant is requesting to redevelop as a mixed use site, in addition to the site planned for the Senior Wellness Center.

HISTORY: On July 13, 1954, City Council adopted Ordinance No. 884, which placed the R-1, Single-Family Dwelling District, and C-3, Intensive Commercial District, portions of the subject property into these zoning districts. The portions of the subject property that are currently zoned O-1, Office-Institutional District, were rezoned to O-1 with Ordinance Nos. O-9900-9 (adopted October 12, 1999), O-9900-52 (adopted June 13, 2000), and O-0203-18 (adopted December 17, 2002). Over the years, Norman Regional Health System has developed the subject property into the Porter Campus for the hospital. Numerous doctors' offices have also been developed.

ZONING ORDINANCE CITATION: SEC. 420 – PLANNED UNIT DEVELOPMENT

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

Specifically, the purposes of this section are to encourage:

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

The PUD (Planned Unit Development) Regulations are designed to provide for small and scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

EXISTING ZONING: A majority of the subject property is zoned R-1 which allows for single-family residential and accessory uses. A hospital is not a use permitted by right or by Special Use application in R-1. Medical offices are allowed by right in O-1 and C-3 zoning districts. The subject property is within the Porter Corridor Commercial Development area.

ANALYSIS: The particulars of this PUD include:

USE: The applicant listed what uses will be allowed in the PUD Narrative, Exhibit E, "Allowable Uses."

OPEN SPACE: The PUD Narrative states the development will have a minimum of 10% space open. The proposed open space areas are shown on the Open Space Exhibit D.

PARKING: Parking for the development will meet or exceed the requirements of Section 431.5, Off-Street Parking Requirements. Parking lots abutting residential properties will be designed in accordance with the Porter Corridor Zoning Overlay District regulations, except that no buffer walls shall be required. Buffer landscaping and parking lot lighting regulations will still apply.

PHASES: The Porter Campus will be developed in multiple phases. The initial phase is anticipated to include the City's Senior Wellness Center and behavioral health care.

SITE PLAN/ACCESS: The proposed site development plan shows six access points off Findlay Avenue and two access points off Porter Avenue. A new interior street will be constructed. The existing EMSTAT building on the north of the subject property will remain. Two mixed use buildings and an office building are proposed on the east side of the property. NRHS will have three buildings on the northwest side of the property off Porter Avenue; the NRHS North building and the NRHS Education building will remain. A new NRHS building is proposed between the two existing buildings. The City's Senior Wellness Center is proposed for the southeast corner of the property. A variety care site and a BMS site are proposed for the southwest corner of the property. There are parking lots and walking trails proposed throughout the development.

AREA REGULATIONS: The PUD Narrative states that the lots within the development have minimal setbacks "in order to create a vibrant, walkable, and high-quality development." There are no minimum setbacks for buildings except for a 20' setback along the south border of the Porter Campus property and a 20' setback from Findlay Avenue. The maximum height for buildings within 100' from a residentially zoned property will be three stories. Otherwise, buildings have no maximum height in the development.

LANDSCAPING: Landscaping for the development will comply with Section 431.8, Landscaping Requirements for Off-Street Parking Facilities.

SIGNAGE: The PUD Narrative states all signs will comply with the Commercial Zone Standards in Section 18-504 with the following exceptions. Grounds signs on the Porter Campus shall be allowed at zero setback so long as all ground signs do not block the applicable sight triangle. Development entrance signage and tenant identification signage shall be allowed at the entrances of the Porter Campus. Any off-premises entrance or identification signage along Findlay shall not exceed six feet in height. Any off-premises entrance or identification signage along Porter shall not exceed fifteen feet in height. Internal directional and identification signage shall be allowed within the Porter Campus in order to ensure adequate wayfinding, provided that no single internal directional or identification sign may exceed five feet in height.

LIGHTING: All exterior lighting for the development will comply with Section 431.6, Commercial Outdoor Lighting Standards.

FENCING: The PUD Narrative states a masonry wall currently exists along the southern boundary of the property. The applicant requests not to comply with the Porter Corridor Zoning Overlay District's requirement for a buffer wall along the Commercial Development Line, which is Findlay Avenue in this case.

OTHER AGENCY COMMENTS:

PARK BOARD: The applicant is on the agenda for a December 9, 2021 Park Board meeting. Staff will update on the floor at the Planning Commission Meeting.

PUBLIC WORKS: Findlay Avenue is existing; the proposed interior street will be constructed to city standards. Porter Avenue is part of a city streetscape project. Utilities, sanitary sewer and water, including fire hydrants, will be installed per city and DEQ standards. Sidewalks will be installed adjacent to all public streets. Storm water will be conveyed to existing and proposed detention facilities. This proposal contains less impervious cover than the existing site.

PREDEVELOPMENT: PD21- November 17, 2021

Neighbor's Comments/Concerns/Responses

What is the overall timeline?

Senior Center first, 12 – 13-month build

What is the plan for the hospital growth?

Rebuilding – future growth, there are no plans to vacate the site, we will be keeping the anchor educational facility and building around it.

Will there be a Phasing Plan/timeline?

Senior Center, Behavioral Medicine and simultaneously maybe Variety Care – done by 2023 – 2024.

When the services that are going to move to the West Campus are complete, the demolition of specific areas will begin, we are not demoing the educational facility. Once demo is complete, we will start the rebuild of the campus. The "S" curve street will not be constructed until approximately 75% of the campus site is complete.

The plan is to mimic the Porter Corridor design concept for the reconstruction of the campus.

GREENBELT COMMISSION: GBC21-33, November 15, 2021

Greenbelt forwards this item with no additional comments.

CONCLUSION: Staff forwards this request and Ordinance No. O-2122-29 for Pla
Commission's consideration.

Item 6.

Applicant: Norman Regional Hospital/City of Norman

Project Location: NRH Porter Campus Site

Case Number: PD21-39

Time: 6:30 p.m.

Applicant/Representative

Shawn Rieger
Troy Glover
John Manfred
Richie Splitt
Paula Price

Attendees

Danny Millsap
Randall Foster
Jerry Cos
Judy Hatfield
Alex Snoddy
Mark Cox

City Staff

Jane Hudson, Planning Director
Kathryn Walker, City Attorney
Jason Olsen, Parks Director

Application Summary

The applicant is requesting to rezone the NRH Porter Campus Site to a PUD, Planned Unit Development to allow for the development of a Mixed Use Development.

Neighbor's Comments/Concerns/Responses

What is the overall timeline?

Senior Center first, 12 – 13-month build

What is the plan for the hospital growth?

Rebuilding – future growth, there are no plans to vacate the site, we will be keeping the anchor educational facility and building around it.

Will there be a Phasing Plan/timeline?

Senior Center, Behavioral Medicine and simultaneously maybe Variety Care – done by 2023 – 2024.

When the services that are going to move to the West Campus are complete, the demolition of specific areas will begin, we are not demoing the educational facility. Once demo is complete, we will start the rebuild of the campus. The “S” curve street will not be constructed until approximately 75% of the campus site is complete.

The plan is to mimic the Porter Corridor design concept for the reconstruction of the campus.

**PORTER CAMPUS
A PLANNED UNIT DEVELOPMENT**

NORMAN, OKLAHOMA

APPLICANTS:



***NORMAN REGIONAL HOSPITAL AUTHORITY,
AN OKLAHOMA PUBLIC TRUST D/B/A NORMAN REGIONAL HEALTH SYSTEM***

&



***THE CITY OF NORMAN, OKLAHOMA,
AN OKLAHOMA MUNICIPAL CORPORATION***

APPLICATION FOR:

PLANNED UNIT DEVELOPMENT
2025 AMENDMENT
PRELIMINARY PLAT

Submitted November 1, 2021
Revised December 3, 2021

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

TABLE OF CONTENTS

- I. INTRODUCTION
 - Background and Intent
- II. PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS
 - A. Location
 - B. Existing Land Use and Zoning
 - C. Elevation and Topography
 - D. Drainage
 - E. Utility Services
 - F. Fire Protection Services
 - G. Traffic Circulation and Access
- III. DEVELOPMENT PLAN AND DESIGN CONCEPT
 - A. Uses Permitted
 - B. Area Regulations
 - C. Parking
 - D. Miscellaneous Development Criteria

EXHIBITS

- A. Legal Description of the Porter Campus
- B. Preliminary Plat
- C. Preliminary Site Development Plan
- D. Allowable Uses

I. **INTRODUCTION**

Norman Regional Hospital Authority, an Oklahoma Public Trust d/b/a Norman Regional Health System (“NRHS”), and the City of Norman, Oklahoma, an Oklahoma municipal corporation (“City”), seek to preliminarily plat and rezone multiple tracts of property making up approximately 29.3 acres located in Ward 4 of the City of Norman. The subject property is more particularly described on the attached **Exhibit A** and shall be referred to herein as the “Porter Campus”. NRHS and the City may be collectively referred to herein as the “Applicants”.

The Applicants intend to put forth the parameters for which the development of the Porter Campus may be phased over time. Through the use of this Planned Unit Development (“PUD”) and the Preliminary Plat, attached as **Exhibit B**, the Porter Campus may be developed in substantial conformance with the Preliminary Site Development Plan, attached as **Exhibit C**, featuring the City’s Senior Wellness Center, other medical uses, such as, but not limited to, variety care, behavioral health care, administrative and educational buildings, as well as numerous other compatible uses as further enumerated in this PUD. It is anticipated that the Porter Campus will be developed in multiple phases, with the Senior Wellness Center expected to be part of the initial development phase.

II. **PROPERTY DESCRIPTION/GENERAL SITE CONDITIONS**

A. **Location**

The Porter Campus is generally located South of E. Robinson Street, West of N. Findlay Ave, North of E. Frank Street, and East of N. Porter Ave.

B. **Existing Land Use and Zoning**

The Porter Campus currently contains multiple zoning classification, including C-3, Intensive Commercial, R-1, Single Family Dwelling, and O-1, Office Institutional. It is completely contained within the Porter Corridor Zoning Overlay District, the purpose of which is to provide regulations that create a buffer between commercial and residential areas. The existing NORMAN 2025 designation is Institutional.

Across N. Porter Ave., West of the Porter Campus are properties generally zoned C-3, Intensive Commercial, with NORMAN 2025 designations of Office and Commercial. The properties immediately South of the Porter Campus are zoned R-1, Single Family Dwelling, with one parcel zoned C-2, General Commercial, at the NE corner of N. Porter Ave. and E. Frank Street. Those same properties have corresponding NORMAN 2025 designations of Low Density Residential and Commercial, respectively. The properties to the East of the Porter Campus are generally zoned R-1, Single Family Dwelling, with NORMAN 2025 designations of Low Density Residential. The properties located at the SE corner of N. Findlay

Ave. and E. Robinson Street are zoned PUD and SPUD. The property zoned SPUD has a NORMAN 2025 designation of Institutional and the property zoned PUD has a NORMAN 2025 designation of Office. The property located at the SW corner of N. Findlay Ave. and E. Robinson Street is zoned C-1, Local Commercial, and has a NORMAN 2025 designation of Office. The properties located at the SE corner of N. Porter Ave. and E. Robinson Street are zoned C-3, Intensive Commercial. The Northernmost parcel at said intersection has a NORMAN 2025 designation of Commercial the abutting parcel to the South has a NORMAN 2025 designation of Office.

C. Elevation and Topography

The Porter Campus is currently developed with Norman Regional Hospital and other improvements. The Porter Campus generally slopes from the North to the South.

D. Drainage

A drainage report has been provided by the Applicants to City Staff as part of the Preliminary Plat application. The Applicants shall comply with all applicable City ordinances and regulations regarding drainage for the Porter Campus.

E. Utility Services

The necessary utility services for this project are already located in close proximity to the Porter Campus. The Applicants shall extend such utility services to the Porter Campus, as necessary, to facilitate their intended development.

F. Fire Protection Services

Fire Protection services will be provided by the City of Norman Fire Department and by the Applicants as such are required by adopted City codes.

G. Traffic Circulation and Access

Access to the Porter Campus shall be permitted in the manner depicted on the attached Preliminary Site Development Plan.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Porter Campus is planned to accommodate a mixed-use development over the approximately 29.3 acres of land, including, but not limited to, the City's Senior Wellness Center, other medical uses, such as, but not limited to, variety care, behavioral health care, administrative and educational buildings, as well as numerous other compatible uses as further enumerated in this PUD. The Porter Campus shall be developed in substantial compliance with the Preliminary Site Development Plan,

attached as **Exhibit C**. The Exhibits attached hereto, and as submitted on behalf on the Applicants, are incorporated herein by reference and further depict the development criteria for the Porter Campus.

A. Uses Permitted:

The Porter Campus will feature the City's Senior Wellness Center, as well as other medical uses, such as, but not limited to, Variety Care, behavioral health care, administrative and educational buildings, and other compatible uses. Lot 1, Block 1 of the Porter Campus (the "**Senior Wellness Tract**") shall be developed as the City's Senior Wellness Center. A complete list of the allowable uses for the Porter Campus is attached hereto as **Exhibit D**.

B. Area Regulations:

The lots within the preliminary plat of the Porter Campus shall be allowed to be developed with minimal setbacks in order to create a vibrant, walkable, and high-quality development. Therefore, there shall be no minimum setbacks for each individual lot, except that no building shall be constructed within (i) twenty (20') feet from the South boundary of the Porter Campus or (ii) twenty (20') feet from the Findlay Avenue right-of-way. No buildings shall be permitted to encroach upon any public easement or right-of-way. The maximum height for buildings located within one hundred (100) feet from where the Porter Campus abuts residentially zoned property shall be three (3) stories. Otherwise, there shall be no maximum height within the Porter Campus.

C. Parking:

Parking will meet or exceed the requirements of Section 431.5 of the City of Norman's Zoning Ordinance for Off-Street Parking, as amended from time to time.

D. Dumpster and Trash Enclosures

Trash may be handled through on-site dumpsters. A trash compactor(s) and its enclosure(s) may also be located on site to facilitate trash removal. Any dumpster or trash facilities shall be screened within enclosures that are built of materials to be compatible with the building exteriors of the main building on said lot and in compliance with the City's standards for Solid Waste Container Enclosures.

E. Miscellaneous Development Criteria

1. Site Plan

The Preliminary Site Development plan for the Porter Campus is concurrently submitted with this PUD and shall be incorporated herein as an integral part of the PUD and the development of the Porter Campus shall

be generally constructed as presented thereon, subject to final design development and the changes allowed by Section 22.420(7) of the City of Norman's PUD Ordinance as amended from time to time.

2. Open Space

Open space and green space areas are located throughout the Porter Campus. The Porter Campus shall contain a minimum of 10% of open space throughout the development. Impervious area for the Porter Campus shall not exceed 90% as applied to the entirety of the development.

3. Signage

Each lot within the Porter Campus shall comply with the City of Norman's applicable Commercial Zone Sign Standards, contained in Section 18-504 of the City of Norman's Municipal Code, as amended from time to time. Grounds signs on the Porter Campus shall be allowed at zero setback so long as all ground signs do not block the applicable sight triangle. Development entrance signage and tenant identification signage shall be allowed at the entrances of the Porter Campus. Any off-premises entrance or identification signage along Findlay shall not exceed six (6) feet in height. Any off-premises entrance or identification signage along Porter shall not exceed fifteen (15) feet in height. Internal directional and identification signage shall be allowed within the Porter Campus in order to ensure adequate wayfinding, provided that no single internal directional or identification sign may exceed five (5) feet in height.

4. Traffic access/circulation/parking and sidewalks

Access to the Porter Campus shall be permitted in the manner depicted on the attached Preliminary Site Development Plan. The Porter Campus shall comply with the City of Norman standards to allow for emergency access and fire access as necessary, as such standards may be amended from time to time. Sidewalks will be provided in the locations shown on the attached Preliminary Site Development Plan and Preliminary Plat.

5. Lighting

All exterior lighting shall be installed in conformance with the City of Norman's Commercial Outdoor Lighting Standards, contained in Section 431.6 of the City of Norman's Zoning Ordinance, as amended from time to time.

6. Landscaping

Landscaping shall be provided in conformity to Sections 429.6 and 431.8 of the City of Norman's Zoning Ordinance, as amended from time to time.

7. Fencing

The Porter Campus currently features a masonry wall along the Southern boundary, which will remain in its current location..

8. Phasing

It is anticipated that the Porter Campus will be developed in multiple phases. The initial phase is anticipated to include the City's Senior Wellness Center and behavioral health care. The timing and number of future phases will be determined by market demand and absorption rates.

9. Exterior Appearance

The exterior materials of the building to be constructed within the Porter Campus may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination and percentage thereof. This section shall govern and supersede the terms of Section 431.4 of the City's Zoning Ordinance within the Porter Campus.

EXHIBIT A

Legal Description of the Porter Campus

A tract of land being all of Blocks 1 and 2, WHITWELL ADDITION recorded in Book 1 of Plats, Page 26; AND all of Blocks 1 and 2, GRIFFIN HEIGHTS ADDITION recorded in Book 2 of Plats, Page 62; AND all of Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92; AND all of Blocks 1 and 2, Lots 1 through 13, Block 3 and Lots 1 through 12, Block 4, HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32, together with the platted streets and alleys lying within the aforescribed plats AND those unplatted parts of the Northwest Quarter (NW/4) of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma all lying within the following described tract of land;

COMMENCING at the northwest corner of said Northwest Quarter;

THENCE South 00°09'01" East, along the west line of said Northwest Quarter, a distance of 553.00 feet to the POINT OF BEGINNING;

THENCE North 89°50'59" East a distance of 420.40 feet;

THENCE North 00°09'01" West a distance of 237.84 feet to a point on the south line of Lot1, Block 1, DOCTOR'S PARK NO. 1 recorded in Book 8 of Plats, Page 77 extended;

THENCE North 89°44'54" East, along the south line of said Lot 1 extended, the south line of said Lot 1 and the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 2 recorded in Book 10 of Plats, Page 39, a distance of 615.57 feet to the southeast corner of said Lot 1, also being a point on the west right of way line of Findlay Avenue;

THENCE South 00°09'01" East, along said west right of way line and the east line of Block 1 of said GRIFFIN HEIGHTS ADDITION extended and the east line of said Block 1, a distance of 859.73 feet;

THENCE South 89°26'27" West a distance of 8.00 feet to a point of intersection with the east line of Block 1, NORTHEAST ADDITION extended;

THENCE South 00°09'01" East, along the east line of said Block 1 extended, the east line of said Block 1 and said west right of way line, a distance of 335.00 feet;

THENCE North 89°26'27" East a distance of 8.00 feet;

THENCE South 00°09'01" East a distance of 165.00 feet to a point of intersection with the south line of Block 4, HIGH SCHOOL ADDITION extended;

THENCE South 89°26'27" West, along said south line extended, the south line of said Block 4 and the south line of Block 3 in said Addition, a distance of 1,003.00 feet to the southwest corner of said Block 3, also being a point on the east right of way line of

Porter Avenue;

THENCE North 00°09'01" West, along the west line of said Block 3, the west line of Block 2 of said HIGH SCHOOL ADDITION, the west line of Block 1, WHITWELL ADDITION and said east right of way line, a distance of 952.35 feet to the northwest corner of said Block 1, WHITWELL ADDITION;

THENCE South 89°26'27" West a distance of 33.00 feet to a point on the west line of said Northwest Quarter;

THENCE North 00°09'01" West, along said west line, a distance of 175.84 feet to the POINT OF BEGINNING.

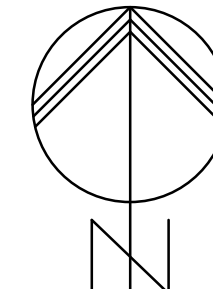
Said described tract of land contains an area of 1,277,585 square feet or 29.3293 acres, more or less.

The basis of bearings for this legal description was the Oklahoma State Plane Coordinate System (NAD83-South Zone) using a bearing of South 00°09'01" East on the west line of the Northwest Quarter of Section 29, Township 9 North, Range 2 West of the Indian Meridian.

Prepared by: Randall A. Mansfield, Professional Land Surveyor No. 1613
 Dodson-Thompson-Mansfield PLLC
 20 N.E. 38th Street - OKC, OK 73105
 October 25, 2021

EXHIBIT B
Preliminary Plat
Full Size Documents Submitted to City Staff

[Attached hereto]



PRELIMINARY PLAT

NORMAN REGIONAL HEALTH SYSTEM

PORTER CAMPUS

A PLANNED UNIT DEVELOPMENT

A PART OF THE N.E./4, SEC. 29, T9N, R2W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA

PUL
0340

LEGAL DESCRIPTION:

A TRACT OF LAND BEING ALL OF BLOCKS 1 AND 2, WHITWELL ADDITION RECORDED IN BOOK 1 OF PLATS, PAGE 26; AND ALL OF BLOCKS 1 AND 2, GRIFFIN HEIGHTS ADDITION RECORDED IN BOOK 2 OF PLATS, PAGE 62; AND ALL OF BLOCK 1, NORTHEAST ADDITION RECORDED IN BOOK 1 OF PLATS, PAGE 92; AND ALL OF BLOCKS 1 AND 2, LOTS 1 THROUGH 13, BLOCK 3 AND LOTS 1 THROUGH 12, BLOCK 4, HIGH SCHOOL ADDITION RECORDED IN BOOK 1 OF PLATS, PAGE 32; TOGETHER WITH THE PLATTED STREETS AND THOSE UNPLATTED PARTS OF THE NORTHWEST QUARTER (NW/4) OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN, NORMAN, CLEVELAND COUNTY, OKLAHOMA ALL LYING WITHIN THE FOLLOWING DESCRIBED TRACT OF LAND;

COMMENCING AT THE NORTHWEST CORNER OF SAID NORTHWEST QUARTER;

THENCE SOUTH 00°09'01" EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER, A DISTANCE OF 553.00 FEET TO THE POINT OF BEGINNING;

THENCE NORTH 89°50'59" EAST A DISTANCE OF 420.40 FEET;

THENCE NORTH 00°09'01" WEST A DISTANCE OF 237.84 FEET TO A POINT ON THE SOUTH LINE OF LOT 1, BLOCK 1, DOCTOR'S PARK NO. 1 RECORDED IN BOOK 8 OF PLATS, PAGE 77 EXTENDED;

THENCE NORTH 89°44'54" EAST, ALONG THE SOUTH LINE OF SAID LOT 1 EXTENDED, THE SOUTH LINE OF SAID LOT 1 AND THE SOUTH LINE OF LOT 1, BLOCK 1, DOCTOR'S PARK NO. 2 RECORDED IN BOOK 10 OF PLATS, PAGE 39, A DISTANCE OF 615.57 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, ALSO BEING A POINT ON THE WEST RIGHT OF WAY LINE OF FINDLAY AVENUE;

THENCE SOUTH 00°09'01" EAST, ALONG SAID WEST RIGHT OF WAY LINE AND THE EAST LINE OF BLOCK 1 OF SAID GRIFFIN HEIGHTS ADDITION EXTENDED AND THE EAST LINE OF SAID BLOCK 1, A DISTANCE OF 859.73 FEET;

THENCE SOUTH 89°26'27" WEST A DISTANCE OF 8.00 FEET TO A POINT OF INTERSECTION WITH THE EAST LINE OF BLOCK 1, NORTHEAST ADDITION EXTENDED;

THENCE SOUTH 00°09'01" EAST, ALONG THE EAST LINE OF SAID BLOCK 1 EXTENDED, THE EAST LINE OF SAID BLOCK 1 AND SAID WEST RIGHT OF WAY LINE, A DISTANCE OF 335.00 FEET;

THENCE NORTH 89°26'27" EAST A DISTANCE OF 8.00 FEET;

THENCE SOUTH 00°09'01" EAST A DISTANCE OF 165.00 FEET TO A POINT OF INTERSECTION WITH THE SOUTH LINE OF BLOCK 4, HIGH SCHOOL ADDITION EXTENDED;

THENCE SOUTH 89°26'27" WEST, ALONG SAID SOUTH LINE EXTENDED, THE SOUTH LINE OF SAID BLOCK 4 AND THE SOUTH LINE OF BLOCK 3 IN SAID ADDITION, A DISTANCE OF 1,033.00 FEET TO THE SOUTHWEST CORNER OF SAID BLOCK 3, ALSO BEING A POINT ON THE EAST RIGHT OF WAY LINE OF PORTER AVENUE;

THENCE NORTH 00°09'01" WEST, ALONG THE WEST LINE OF SAID BLOCK 3, THE WEST LINE OF BLOCK 2 OF SAID HIGH SCHOOL ADDITION, THE WEST LINE OF BLOCK 1, WHITWELL ADDITION AND SAID EAST RIGHT OF WAY LINE, A DISTANCE OF 952.35 FEET TO THE NORTHWEST CORNER OF SAID BLOCK 1, WHITWELL ADDITION;

THENCE SOUTH 89°26'27" WEST A DISTANCE OF 33.00 FEET TO A POINT ON THE WEST LINE OF SAID NORTHWEST QUARTER;

THENCE NORTH 00°09'01" WEST, ALONG SAID WEST LINE, A DISTANCE OF 175.84 FEET TO THE POINT OF BEGINNING.

SAID DESCRIBED TRACT OF LAND CONTAINS AN AREA OF 1,277,585 SQUARE FEET OR 29.3293 ACRES, MORE OR LESS.

THE BASIS OF BEARINGS FOR THIS LEGAL DESCRIPTION WAS THE OKLAHOMA STATE PLANE COORDINATE SYSTEM (NAD83-SOUTH ZONE) USING A BEARING OF SOUTH 00°09'01" EAST ON THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 29, TOWNSHIP 9 NORTH, RANGE 2 WEST OF THE INDIAN MERIDIAN.

NOTES:

- FIRE HYDRANTS WILL BE LOCATED AND INSTALLED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
- ALL SIDEWALKS WILL BE CONSTRUCTED IN ACCORDANCE WITH THE FINAL PLANS AND THE CITY OF NORMAN STANDARDS AND SPECIFICATIONS.
- REFER TO DRAINAGE REPORT FOR SPECIFIC DATA.
- ALL PROPOSED SANITARY LINES ARE 8-INCH EXCEPT AS NOTED.
- ALL PROPOSED WATERLINES ARE 8-INCH EXCEPT AS NOTED.
- ALL ISLANDS AND/OR MEDIAN WITHIN RIGHTS-OF-WAY AND ALL COMMON AREAS WITHIN THIS DEVELOPMENT WILL BE MAINTAINED BY THE PROPERTY OWNERS' ASSOCIATION.
- EXISTING ZONING IS MIXED WITH INTENSIVE COMMERCIAL, SINGLE FAMILY DWELLING, AND OFFICE INSTITUTIONAL; WITH A PROPOSED CHANGE TO PUD.
- THE EXISTING ENTRYWAY SIGNAGE AT THE NORTHEAST CORNER OF THE PORTER AVENUE AND TBA STREET INTERSECTION SHALL BE ALLOWED TO REMAIN IN ITS CURRENT LOCATION AS INDICATED ON THIS PLAN.
- PAVING SHALL BE ALLOWED OVER DRAINAGE AND UTILITY EASEMENTS.

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNERS ASSOCIATION IN THE PLAT OF NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS ADDITION. HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

| LOT SUMMARY TABLE | | | | |
|-------------------|-------------|----------------|--------------|--|
| LOT | BLOCK | AREA (SQ. FT.) | AREA (ACRES) | |
| 1 | 1 | 174,621 | 4.01 | |
| 2 | 1 | 180,257 | 3.68 | |
| 3 | 1 | 109,988 | 2.53 | |
| 4 | 1 | 94,047 | 2.16 | |
| 5 | 1 | 84,585 | 1.94 | |
| 6 | 1 | 75,303 | 1.73 | |
| 1 | 2 | 283,862 | 6.52 | |
| 2 | 2 | 79,436 | 1.82 | |
| 3 | 2 | 113,800 | 2.61 | |
| ROW | PORTER AVE. | 10,972 | 0.25 | |
| ROW | TBA STREET | 90,722 | 2.08 | |
| TOTAL | | 1,277,585 | 29.33 | |

| TBA STREET CURVE TABLE | | | | | | |
|------------------------|---------|---------|------------|---------|---------------|--------------|
| CURVE # | RADIUS | LENGTH | DELTA | TANGENT | CHORD BEARING | CHORD LENGTH |
| C1 | 582.00' | 152.12' | 14°58'31" | 76.49' | S 83°14'38" E | 151.68' |
| C2 | 215.00' | 392.20' | 104°31'05" | 277.77' | N 51°59'05" E | 340.04' |
| C3 | 272.00' | 425.90' | 89°42'54" | 270.65' | N 44°35'00" E | 383.71' |

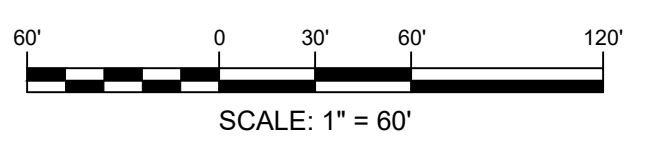
OWNER / DEVELOPER

NORMAN REGIONAL HOSPITAL AUTHORITY
an Oklahoma public trust d/b/a
NORMAN REGIONAL HEALTH SYSTEM ("NRHS")
NORMAN, OKLAHOMA

PREPARED BY

SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN ST.
OKLAHOMA CITY, OKLAHOMA 73106
(405) 232-7715

THE CITY OF NORMAN, OKLAHOMA
a municipal corporation



NORMAN REGIONAL HEALTH SYSTEM -
PORTER CAMPUS

PORTER AVENUE & ROBINSON STREET
NORMAN, OKLAHOMA

SMC
Consulting Engineers, P.C.
1405 S. 232nd Ave., Suite 100
Norman, Oklahoma 73061
Phone: (405) 232-7715 Fax: (405) 232-7889
Website: www.smc-engineers.com

PROJECT NO.: 6437.00
DATE: DECEMBER 3, 2021
SCALE: 1" = 60'
DRAWN BY: PWC
ENGINEER: TERENCE L. HAYNES
P.E. NUMBER: 16820

PRELIMINARY PLAT

SHEET NO.
PP1.00

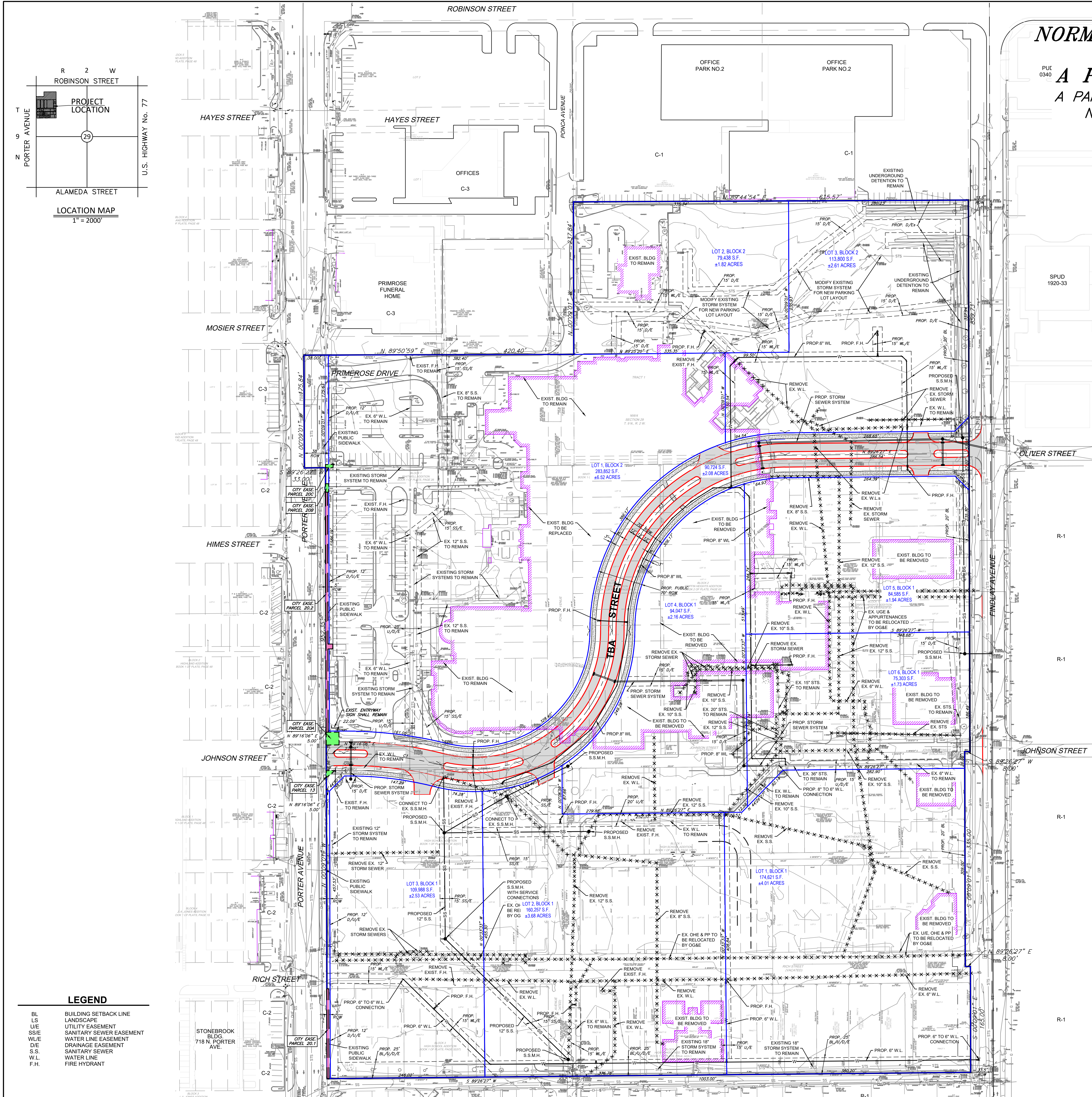


EXHIBIT C
Preliminary Site Development Plan
Full Size Documents Submitted to City Staff

[Attached hereto]

LEGEND

BUILDING SETBACK LINE
LANDSCAPE
UTILITY EASEMENT
SANITARY SEWER EASEMENT
WATER LINE EASEMENT
DRAINAGE EASEMENT
SANITARY SEWER
WATER LINE
FIRE HYDRANT

| LOT SUMMARY TABLE | | | |
|-------------------|-------------|-------------------|-----------------|
| LOT | BLOCK | AREA (SQ. FT.) | AREA (ACRES) |
| 1 | 1 | 174,621 | 4.01 |
| 2 | 1 | 180,257 | 3.68 |
| 3 | 1 | 109,988 | 2.53 |
| 4 | 1 | 94,047 | 2.16 |
| 5 | 1 | 84,585 | 1.94 |
| 6 | 1 | 75,303 | 1.73 |
| 1 | 2 | 283,862 | 6.52 |
| 2 | 2 | 79,438 | 1.82 |
| 3 | 2 | 113,800 | 2.61 |
| ROW | PORTER AVE. | 10,972 | 0.25 |
| ROW | TBA STREET | 90,722 | 2.08 |
| TOTAL | | 1,277,585 | 29.33 |

OWNER / DEVELOPER

NORMAN REGIONAL HOSPITAL AUTHORITY
an Oklahoma public trust d/b/a
NORMAN REGIONAL HEALTH SYSTEM ("NRHS")
NORMAN, OKLAHOMA

THE CITY OF NORMAN, OKLAHOMA
a municipal corporation

PREPARED BY

SMC CONSULTING ENGINEERS, P.C.
815 W. MAIN ST.
OKLAHOMA CITY, OKLAHOMA 73106
(405) 232-7715

EXHIBIT D
Allowable Uses

- Senior wellness center.
- Hospital.
- Behavioral health care
- High Impact Institutional Use.
- Office.
- Administrative or educational buildings.
- General medical uses, such as, but not limited to, variety care, temporary patient observation and short stay uses, laboratory, diagnostic image services, physician offices, EMSTAT, pharmacy, and other similar uses.
- Amusement enterprises.
- Bakery.
- Bus terminal.
- Carpenter and cabinet shop.
- Cleaning and dyeing works.
- Electric transmission station.
- Frozen food locker.
- Glass shop.
- Heating, ventilating or plumbing supplies, sales and service.
- Ice plant or storage house for ice and food housing not more than ten (10) tons capacity.
- Laundry.
- Music, radio or television shop.
- Outdoor advertising signs.
- Small animal hospital.
- Storage warehouse.
- Hotel.
- Art Gallery.
- Assembly Halls of non-profit corporations.
- Laboratories for research and testing where all work is housed in buildings.
- Libraries.
- Museums.
- Music Conservatories.
- Public and private schools and college with or without students in residence and dormitories associated therewith.
- Trade schools and schools for vocational training.
- Churches.
- Child Care Center.
- Antique shop.
- Appliance Store.
- Artist materials supply, or studio.
- Automobile parking lots.
- Baby shop.

- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Clothing or apparel store.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and Laundry Plant and/or Laundry Pick-up Station
- Dry goods store.
- Fabric or notion store.
- Florist.
- Furniture Store
- Gift Shop.
- Grocery or supermarket.
- Interior decorating store.
- Jewelry shop.
- Leathergoods shop.
- Messenger or telegraph service.
- Office business.
- Outdoor or indoor sport or recreation areas, including, but not limited to, courts for handball, racquet ball, tennis, basketball, or sports of a similar nature (lighted outdoor courts shall not to be operated later in the evening than 10:00 p.m. and lighting must be arranged to direct light away from any adjoining property in a residential district).
- Painting and decorating shop.
- Pet shop.
- Pharmacy.
- Photographer's studio.
- Radio and television sales and service.
- Restaurant. A restaurant may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Tailor shop.
- Theater (excluding drive-in theaters), including one that sells alcoholic beverages in compliance with state law.
- Toy store
- Emergency Medical Transportation Services.
- Municipal use, public buildings, and public utility.

- Senior living facilities, including but not limited to senior independent living, assisted living, and memory care facilities.
- Mixed use buildings with a combination of retail and residential units. The retail uses shall be on the ground floor and will feature general neighborhood-oriented retail uses, including but not limited to the following:
 - (1) Antique store
 - (2) Art gallery
 - (3) Bank (drive-through must be at side or rear of structure)
 - (4) Book store, music store
 - (5) Camera shop
 - (6) Candy, ice cream, or confection shop
 - (7) Catering business
 - (8) Clothing and apparel store
 - (9) Daycare facility (child or adult)
 - (10) Design Offices, including but not limited to Interior Decorator (including sales)
 - (11) Florist
 - (12) Food or drug stores (bakery, delicatessen, grocery, pharmacy)
 - (13) Health club or spa
 - (14) Indoor arcade, including electronic amusement
 - (15) Jewelry store
 - (16) Key shop
 - (17) Office use (including medical offices)
 - (18) Personal services
 - (19) Pet store
 - (20) Repair shop
 - (21) Shoe shop (including repair)
 - (22) Small electronic equipment (including sales and repair)
 - (23) Toy store
 - (24) Restaurants
 - (25) Studios and shops of artists and artisans (including sales)

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

DECEMBER 9, 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 9th day of December, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Erin Williford (arrived at 6:32 p.m.)
Kevan Parker
Steven McDaniel
Erica Bird
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Anais Starr, Planner II
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Kathryn Walker, City Attorney
Heather Poole, Asst. City Attorney
Jeanne Snider, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

Item No. 10, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2122-57 FOR NORMAN REGIONAL HEALTH SYSTEM AND THE CITY OF NORMAN REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM INSTITUTIONAL DESIGNATION TO MIXED USE DESIGNATION FOR APPROXIMATELY 29.3 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. ROBINSON STREET, WEST OF N. FINDLAY AVENUE, NORTH OF E. FRANK STREET, AND EAST OF N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Summary

Item No. 11, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-29 FOR NORMAN REGIONAL HEALTH SYSTEM AND THE CITY OF NORMAN REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, C-3, INTENSIVE COMMERCIAL DISTRICT, AND O-1, OFFICE-INSTITUTIONAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 29.3 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. ROBINSON STREET, WEST OF N. FINDLAY AVENUE, NORTH OF E. FRANK STREET, AND EAST OF N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A-D
4. Pre-Development Summary

Item No. 12, being:

CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-9, A PRELIMINARY PLAT SUBMITTED BY NORMAN REGIONAL HEALTH SYSTEM AND THE CITY OF NORMAN (SMC CONSULTING ENGINEERS, P.C.) FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS, A PLANNED UNIT DEVELOPMENT FOR APPROXIMATELY 29.3 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. ROBINSON STREET, WEST OF N. FINDLAY AVENUE, NORTH OF E. FRANK STREET, AND EAST OF N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Development Plan
6. Master Site & Utility Development Plan
7. Pre-Development Summary

Item No. 13, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-30 FOR NORMAN REGIONAL HEALTH SYSTEM AND THE CITY OF NORMAN REQUEST VACATION AND CLOSURE OF CERTAIN PUBLIC INTERESTS IN AN ALLEY, A PORTION OF PONCA AVENUE, AND A PORTION OF GRIFFIN AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Request to Vacate/Close Public Easement

PRESENTATION BY STAFF:

1. Ms. Lora Hoggatt presented the staff report. The Parks Board met earlier in the day and recommended fee in lieu to be assigned to the Frances Cate Park, instead of an on-site park.

Commissioner Jablonski asked a question about the traffic study.
Ms. Jami Short, Traffic Engineer, responded.

PRESENTATION BY THE APPLICANT:

Mr. Sean Rieger, representing the applicant, made comments.
Mr. Richie Splitt, CEO, talked about the Inspire Health program.
Mr. Sean Rieger explained the mechanics of the site, the zoning and platting and the rights-of-way and easements to be closed and vacated.
Ms. Kathryn Walker, City Attorney, discussed the Adult Wellness Center.
Commissioner Boeck made comments.
Mr. Todd Butler, Traffic Engineering Consultants, discussed traffic issues at Porter and Robinson.
Commissioner Parker thanked the team for their work.
Commissioner Bird asked about emergency services at the site.
Mr. Richie Splitt responded.
Commissioner Bird asked about the proposed nine lots.
Mr. Sean Rieger and Mr. Richie Splitt responded.

AUDIENCE PARTICIPATION:

Rachelle HardIn-Moniz, 2601 132nd Avenue S.E., made comments regarding the behavioral health facility.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Commissioner Boeck made comments.
Commissioner Bird made comments.

Dave Boeck moved to recommend adoption of Resolution No. R-2122-57, Ordinance No. O-2122-29, PP-2122-9, and Ordinance No. O-2122-30 to City Council. Kevan Parker seconded the motion.

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

| | |
|----------------|--|
| YEAS | Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck, Sandy Bahan, Michael Jablonski |
| NAYES | None |
| MEMBERS ABSENT | Lark Zink |

The motion, to recommend adoption of Resolution No. R-2122-57, Ordinance No. O-2122-29, PP-2122-9, and Ordinance No. O-2122-30 to City Council, passed by a vote of 7-0.

File Attachments for Item:

7. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-30 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING CERTAIN PUBLIC INTERESTS IN AN ALLEY AND RIGHTS-OF-WAY LOCATED AT THE NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SITE; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: January 18, 2022

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-2122-30 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING CERTAIN PUBLIC INTERESTS IN AN ALLEY AND RIGHTS-OF-WAY LOCATED AT THE NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SITE; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

This is a request for closing certain platted rights-of-way (typically used for alley or street purposes and utilities). Various easements and rights-of-way were dedicated over the years with the filing of final plats for High School Addition, Whitwell Addition, Northeast Addition and Griffin Heights Addition. Also, over the years, several rights-of-way and easements have been vacated by City Council.

DISCUSSION:

The applicant's representatives have made a request to close certain rights-of-way for this proposed development. Franchised utilities were not notified to assess the impact on their facilities if the rights-of-way are closed because the Norman Regional Health System and City of Norman will provide utility easements to cover existing or proposed utilities with future final platting.

At this time, the request is for closure of the rights-of-way used for alley and streets that will be in conflict with the overall proposal.

Planning Commission, at its meeting of December 9, 2021, recommended adoption by a vote of 7-0.

RECOMMENDATION:

With the overall design of the new proposal, staff supports the closure as described in the applicant's request.

O-2122-30

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, CLOSING CERTAIN PUBLIC INTERESTS IN AN ALLEY AND RIGHTS-OF-WAY THE NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS SITE; 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, Norman Regional Health System and the City of Norman, the owners of the subject property, has petitioned the City to have certain public interests in an alley and rights-of-way 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 public rights-of-way described as follows are hereby closed:

A tract of land being all of Blocks 1 and 2, WHITWELL ADDITION recorded in Book 1 of Plats, Page 26; AND all of Blocks 1 and 2, GRIFFIN HEIGHTS ADDITION recorded in Book 2 of Plats, Page 62; AND all of Block 1, NORTHEAST ADDITION recorded in Book 1 of Plats, Page 92; AND all of Blocks 1 and 2, Lots 1 through 13, Block 3 and Lots 1 through 12, Block 4, HIGH SCHOOL ADDITION recorded in Book 1 of Plats, Page 32, together with the platted streets and alleys lying within the aforescribed plats AND those unplatted parts of the Northwest Quarter (NW/4) of Section 29, Township 9 North, Range 2 West of the Indian Meridian, Norman, Cleveland County, Oklahoma all lying within the following described tract of land;

COMMENCING at the northwest corner of said Northwest Quarter;
 THENCE South 00°09'01" East, along the west line of said Northwest Quarter, a distance of 553.00 feet to the POINT OF BEGINNING;
 THENCE North 89°50'59" East a distance of 420.40 feet;
 THENCE North 00°09'01" West a distance of 237.84 feet to a point on the south line of Lot1, Block 1, DOCTOR'S PARK NO. 1 recorded in Book 8 of Plats, Page 77 extended;

THENCE North 89°44'54" East, along the south line of said Lot 1 extended, the south line of said Lot 1 and the south line of Lot 1, Block 1, DOCTOR'S PARK NO. 2 recorded in Book 10 of Plats, Page 39, a distance of 615.57 feet to the southeast corner of said Lot 1, also being a point on the west right of way line of Findlay Avenue;

THENCE South 00°09'01" East, along said west right of way line and the east line of Block 1 of said GRIFFIN HEIGHTS ADDITION extended and the east line of said Block 1, a distance of 859.73 feet;

THENCE South 89°26'27" West a distance of 8.00 feet to a point of intersection with the east line of Block 1, NORTHEAST ADDITION extended;

THENCE South 00°09'01" East, along the east line of said Block 1 extended, the east line of said Block 1 and said west right of way line, a distance of 335.00 feet;

THENCE North 89°26'27" East a distance of 8.00 feet;

THENCE South 00°09'01" East a distance of 165.00 feet to a point of intersection with the south line of Block 4, HIGH SCHOOL ADDITION extended;

THENCE South 89°26'27" West, along said south line extended, the south line of said Block 4 and the south line of Block 3 in said Addition, a distance of 1,003.00 feet to the southwest corner of said Block 3, also being a point on the east right of way line of Porter Avenue;

THENCE North 00°09'01" West, along the west line of said Block 3, the west line of Block 2 of said HIGH SCHOOL ADDITION, the west line of Block 1, WHITWELL ADDITION and said east right of way line, a distance of 952.35 feet to the northwest corner of said Block 1, WHITWELL ADDITION;

THENCE South 89°26'27" West a distance of 33.00 feet to a point on the west line of said Northwest Quarter;

THENCE North 00°09'01" West, along said west line, a distance of 175.84 feet to the POINT OF BEGINNING.

Said described tract of land contains an area of 1,277,585 square feet or 29.3293 acres, more or less.

§ 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 _____, 2022.

NOT ADOPTED this _____ day of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)



DATE: November 1, 2021

TO: Kathryn Walker, City Attorney
Chris Mattingly, Director of Utilities
Ken Danner, Subdivision Manager
Rone Tromble, Administrative Technician IV
Jane Hudson, Director of Planning and Community Development

FROM: Brenda Hall, City Clerk

SUBJECT: Request to Vacate/Close Public Easement

I am in receipt of a request to vacate and close an easement for property located in a portion of Ponca Avenue and Griffin Avenue for Norman Regional Health System Porter Campus.

In accordance with Resolution No. R-8182-66, I am forwarding the request, legal description, 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.

BH:smr
attachments

office memorandum



November 1, 2021

Ms. Brenda Hall
City Clerk
City of Norman
201 West Gray
Norman, OK 73069

RE: Vacation & Closure of Public Interest

Dear Ms. Hall,

We submit this request to vacate and close certain public interests in an alley, a portion of Ponca Avenue, and a portion of Griffin Avenue, as more particularly described in the attached application. The Norman Regional Hospital Authority, an Oklahoma Public Trust d/b/a Norman Regional Health System ("NRHS") and the City of Norman, as co-applicants, seek to redevelop the existing NRHS Porter Campus. The applicants are requesting to rezone and preliminary plat the property and the existing alleyway and rights-of-way are incompatible with the applicants' proposed design. Therefore, pursuant to 11 O.S. § 42-101 et seq., we submit this application on behalf of the applicants.

In addition to this request, we hereby submit the filing fee and a certified ownership list reflecting the property owners within 350 feet of the Porter Campus. Please let us know if you need any additional information from us in order to place this item on the agenda for Planning Commission and City Council consideration. Thank you very much for your assistance and cooperation.

Respectfully Submitted,
RIEGER LAW GROUP PLLC

FILED IN THE OFFICE
OF THE CITY CLERK
ON 11-1-21

SEAN PAUL RIEGER
Attorney ■ Architect ■ Broker

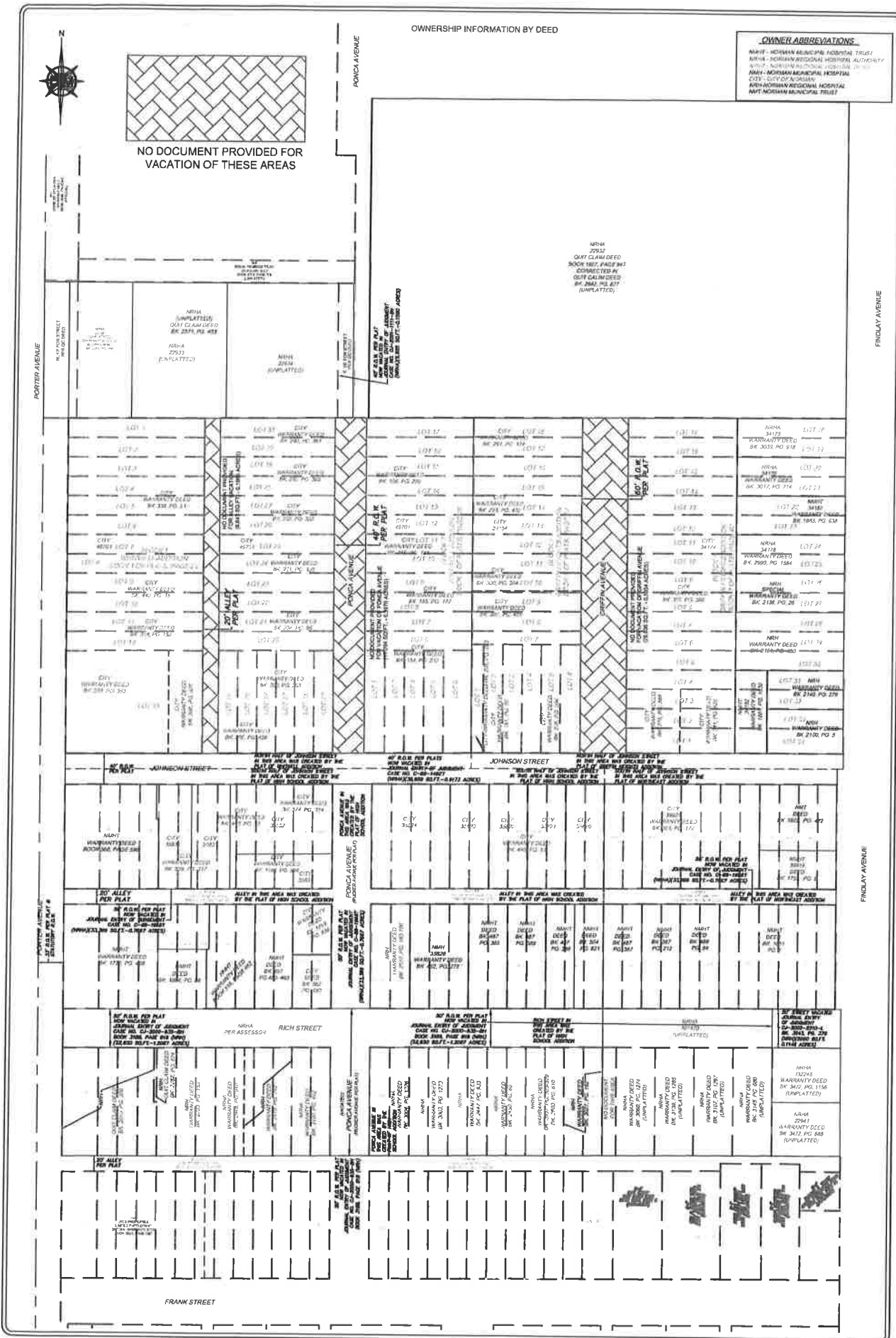
Sean Paul Rieger
Attorney ■ Architect ■ Broker

Daniel L. Sadler
Attorney at Law

Gunner B. Joyce
Attorney at Law

Keith A. Barrett
Attorney at Law

Kendra D. Streeter
Attorney at Law



Planning Commission Agenda
December 9, 2021

ORDINANCE NO. O-2122-30

ITEM NO. 13

STAFF REPORT

GENERAL INFORMATION

Norman Regional Health System & City of Norman

REQUESTED ACTION

Closure of rights-of-way within the property owned by the Norman Regional Health System and City of Norman.

BACKGROUND: Various easements and rights-of-way were dedicated over the years with the filing of final plats for High School Addition, Whitwell Addition, Northeast Addition and Griffin Heights Addition. Over the years, several rights-of-way and easements have been vacated by City Council.

DISCUSSION: The applicants representatives have made a request to close certain rights-of-way for this proposed development. Franchised utilities were not notified to assess the impact on their facilities if the right-of-way is closed because the Norman Regional Health System and City of Norman will provide utility easements to cover existing or proposed utilities with future final platting.

At this time, the request is for closure of the rights-of-way used for alley and streets that will be in conflict with the overall proposal.

RECOMMENDATION: Staff recommends approval of the request to close the twenty-foot (20') right-of-way used for alley purposes subject to the above comments.

ACTION NEEDED: Recommend approval or disapproval of the request to close the specific rights-of-way as described in Ordinance No. O-2122-30 to City Council.

ACTION TAKEN: _____

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

DECEMBER 9, 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 9th day of December, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Erin Williford (arrived at 6:32 p.m.)
Kevan Parker
Steven McDaniel
Erica Bird
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Anais Starr, Planner II
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Kathryn Walker, City Attorney
Heather Poole, Asst. City Attorney
Jeanne Snider, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

Item No. 10, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION NO. R-2122-57 FOR NORMAN REGIONAL HEALTH SYSTEM AND THE CITY OF NORMAN REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM INSTITUTIONAL DESIGNATION TO MIXED USE DESIGNATION FOR APPROXIMATELY 29.3 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. ROBINSON STREET, WEST OF N. FINDLAY AVENUE, NORTH OF E. FRANK STREET, AND EAST OF N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Summary

Item No. 11, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-29 FOR NORMAN REGIONAL HEALTH SYSTEM AND THE CITY OF NORMAN REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, C-3, INTENSIVE COMMERCIAL DISTRICT, AND O-1, OFFICE-INSTITUTIONAL DISTRICT, TO PUD, PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 29.3 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. ROBINSON STREET, WEST OF N. FINDLAY AVENUE, NORTH OF E. FRANK STREET, AND EAST OF N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. PUD Narrative with Exhibits A-D
4. Pre-Development Summary

Item No. 12, being:

CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-9, A PRELIMINARY PLAT SUBMITTED BY NORMAN REGIONAL HEALTH SYSTEM AND THE CITY OF NORMAN (SMC CONSULTING ENGINEERS, P.C.) FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS, A PLANNED UNIT DEVELOPMENT FOR APPROXIMATELY 29.3 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. ROBINSON STREET, WEST OF N. FINDLAY AVENUE, NORTH OF E. FRANK STREET, AND EAST OF N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Preliminary Site Development Plan
6. Master Site & Utility Development Plan
7. Pre-Development Summary

Item No. 13, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-30 FOR NORMAN REGIONAL HEALTH SYSTEM AND THE CITY OF NORMAN REQUEST VACATION AND CLOSURE OF CERTAIN PUBLIC INTERESTS IN AN ALLEY, A PORTION OF PONCA AVENUE, AND A PORTION OF GRIFFIN AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. Request to Vacate/Close Public Easement

PRESENTATION BY STAFF:

1. Ms. Lora Hoggatt presented the staff report. The Parks Board met earlier in the day and recommended fee in lieu to be assigned to the Frances Cate Park, instead of an on-site park.

Commissioner Jablonski asked a question about the traffic study.
Ms. Jami Short, Traffic Engineer, responded.

PRESENTATION BY THE APPLICANT:

Mr. Sean Rieger, representing the applicant, made comments.
Mr. Richie Splitt, CEO, talked about the Inspire Health program.
Mr. Sean Rieger explained the mechanics of the site, the zoning and platting and the rights-of-way and easements to be closed and vacated.
Ms. Kathryn Walker, City Attorney, discussed the Adult Wellness Center.
Commissioner Boeck made comments.
Mr. Todd Butler, Traffic Engineering Consultants, discussed traffic issues at Porter and Robinson.
Commissioner Parker thanked the team for their work.
Commissioner Bird asked about emergency services at the site.
Mr. Richie Splitt responded.
Commissioner Bird asked about the proposed nine lots.
Mr. Sean Rieger and Mr. Richie Splitt responded.

AUDIENCE PARTICIPATION:

Rachelle HardIn-Montz, 2601 132nd Avenue S.E., made comments regarding the behavioral health facility.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Commissioner Boeck made comments.
Commissioner Bird made comments.

Dave Boeck moved to recommend adoption of Resolution No. R-2122-57, Ordinance No. O-2122-29, PP-2122-9, and Ordinance No. O-2122-30 to City Council. Kevan Parker seconded the motion.

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

| | |
|----------------|--|
| YEAS | Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck, Sandy Bahan, Michael Jablonski |
| NAYES | None |
| MEMBERS ABSENT | Lark Zink |

The motion, to recommend adoption of Resolution No. R-2122-57, Ordinance No. O-2122-29, PP-2122-9, and Ordinance No. O-2122-30 to City Council, passed by a vote of 7-0.

File Attachments for Item:

8. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-31 UPON FIRST READING BY TITLE:
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 (ZONING ORDINANCE), ARTICLE XI, SPECIFIC DISTRICT REGULATIONS, SECTION 429.3 IN DEFINITIONS DELETING CONSERVATION AND ADDING ORIGINAL, PERIOD OF SIGNIFICANCE, RELOCATION, AND SECRETARY OF THE INTERIOR STANDARDS OF HISTORIC BUILDINGS; EDITS FOR CONSISTENCY OR CORRECTION PURPOSES; ADDING WRITTEN DENIAL REQUIREMENT; ADDING SEVEN DAY NOTICE; EXTENDING TIME LIMIT OF CERTIFICATE OF APPROPRIATENESS (COA) FROM SIX MONTHS TO TWELVE MONTHS; AND RESTRUCTURING EXCEPTIONS TO ADMINISTRATIVE BYPASS; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Anais Starr, Planner II

PRESENTER: Jane Hudson, Director, Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-31 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 (ZONING ORDINANCE), ARTICLE XI, SPECIFIC DISTRICT REGULATIONS, SECTION 429.3 IN DEFINITIONS DELETING CONSERVATION AND ADDING ORIGINAL, PERIOD OF SIGNIFICANCE, RELOCATION, AND SECRETARY OF THE INTERIOR STANDARDS OF HISTORIC BUILDINGS; EDITS FOR CONSISTENCY OR CORRECTION PURPOSES; ADDING WRITTEN DENIAL REQUIREMENT; ADDING SEVEN DAY NOTICE; EXTENDING TIME LIMIT OF CERTIFICATE OF APPROPRIATENESS (COA) FROM SIX MONTHS TO TWELVE MONTHS; AND RESTRUCTURING EXCEPTIONS TO ADMINISTRATIVE BYPASS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

Council enacted Ordinance O-9293-30 on August 10, 1993, establishing the Historic District Ordinance for the City of Norman. The ordinance establishes the Historic District Commission and associated provisions to regulate designated Historic Districts including the development and revision of Historic Preservation Guidelines.

With the adoption of revised Historic Preservation Guidelines in the previous agenda item, it is necessary to update the Historic District Ordinance to reflect those revisions. This also provides an opportunity to correct any errors or issues identified with the Ordinance.

DISCUSSION:

After the Draft Historic Preservation Guidelines were recommended for approval on August 2, 2021 by the Historic District Commission, staff revised the Historic District Ordinance to incorporate necessary revisions to allow for enforcement of the revised Guidelines. Additionally, other revisions were identified by staff and presented to the Commission for consideration. The Commission discussed the proposed revisions to the Historic District Ordinance at their

October 4, 2021 meeting and recommended the adoption of the attached Historic District Ordinance. The following provides a summation of the revisions proposed.

SUMMARY OF HISTORIC DISTRICT ORDINANCE REVISIONS

1. Removal of a repetitive definition for the word *conservation* which is defined elsewhere in the Ordinance.
2. Provided definitions of original, period of significance, relocation, Secretary of the Interior Standards.
3. Reorganized sections of the ordinance to provide clarity. For example, two sections discussed the appeals process. The two sections were combined into one section to provide clarity.
4. Requires adjacent property owner letters be sent out at least 7 calendar days prior to the Historic District Meeting. Presently, there is not a specific notice date requirement for adjacent property owner notification letters.
5. Extended the expiration of Certificate of Appropriateness from six months to 12 months. This provides a more reasonable amount of time for applicants to begin projects.
6. Restructured ordinance to allow additional items approvable by the Administrative Bypass process as identified in the Historic Preservation Guidelines.
7. The correction of typos found during the revision process.

CONCLUSION:

Staff presents Ordinance O-2122-31 to the City Council for discussion and consideration.

At their December 9, 2021 meeting, Planning Commission unanimously recommended adoption of Ordinance O-2122-31, by a vote of 7-0.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 (ZONING ORDINANCE), ARTICLE XI, SPECIFIC DISTRICT REGULATIONS, SECTION 429.3 IN DEFINITIONS DELETING CONSERVATION AND ADDING ORIGINAL, PERIOD OF SIGNIFICANCE, RELOCATION, SECRETARY OF THE INTERIOR STANDARDS OF HISTORIC BUILDINGS; EDITS FOR CONSISTENCY OR CORRECTIVE PURPOSES; ADDING WRITTEN DENIAL REQUIREMENT; ADDING SEVEN DAY NOTICE; EXTENDING TIME LIMIT OF COA FROM SIX MONTHS TO TWELVE MONTHS; RESTRUCTURING EXCEPTIONS TO ADMINISTRATIVE BYPASS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

* * * * *

§ 1. That, Section 429.3 of Chapter 22 of the Zoning Ordinance of the City of Norman, Oklahoma be amended as follows:

* * * * *

SEC 429.3 HD, HISTORIC DISTRICT

1. Description and Purpose. The Historic District Ordinance, hereinafter referred to as the "HDO", and its regulations may be applied to property located in any zoning district in accordance with the provisions of this Ordinance. The HDO is intended to be an overlay zoning district and the regulations imposed by such district shall be in addition to the regulations of the underlying zoning district applicable to the subject parcel.

The City of Norman hereby declares that the historical, architectural, cultural, and aesthetic features of the City represent some of the finest and most valuable resources of the City, and such resources are the embodiment of the heritage of the people of the City of Norman. Therefore, it is hereby declared that the purposes of this Ordinance, to be known as the Historic District Ordinance, shall be as follows:

* * *

(g) To safeguard the heritage of the City by preserving and regulating historic district structures in such a way that maintains or restores their historic integrity while allowing modern day uses and conveniences for their residents.

2. Definitions. As used in this chapter, unless the context otherwise requires, the following words or phrases have the meaning listed:

- (a) Addition – construction that increases the size of the original structure by building outside of the existing structure. Additions can be either horizontal or vertical.
- (b) Alteration – an act that changes one or more of the exterior architectural features of a structure or its appurtenances, including but not limited to the erection, construction, reconstruction, or removal of any structure or appurtenance.
- (c) Appropriate – typical of the historic architectural style, compatible with the character of the historic district, and consistent with the Preservation Guidelines of the City of Norman.
- (d) Architectural Resources - districts, structures, buildings, monuments, sites, or landscaping which possess local interest or artistic merit or which are particularly representative of their class or period, or represent achievements in architecture, engineering, or design.
- (e) Certificate of Appropriateness (COA) - the official document issued by the Historic District Commission approving any application affecting the exterior of any structure designated by the authority of this Ordinance for permission to construct, erect, demolish, remove, relocate, reconstruct, restore, or alter said structure.
- (f) Commission – The Historic District Commission of the City of Norman.
- (g) Compatible – means a design or use that does not conflict with the historical appearance of a building or district and does not require irreversible alteration.
- (h) Contributing Resource – means a resource -- a building, site, or district -- that retains its essential architectural integrity in design and whose architectural style is typical of or integral to a historic district.
- (i) Elevation – an exterior wall of a structure.
 - 1. *Front elevation* – the façade or face of a structure which is visible and prominent from a public right-of-way and which often has distinguishing architectural features. Structures on corner lots shall be considered to have two front elevations. No structure shall be considered to have more than two front elevations.
 - 2. *Side elevation* – a wall adjacent to the front elevation that is usually visible from a public right-of-way.
 - 3. *Rear elevation* – an elevation parallel to the front façade; the rear elevation usually includes the back door of the structure.
 - 4. *Primary elevation* – the front or side elevation of a structure.

5. *Secondary elevation* – the rear elevation of a structure.

- (j) *Façade* – the front wall or face of a building.
- (k) *Historic District* - a geographically definable area with a concentration or linkage of significant sites, buildings, structures, or monuments; or, an individual structure, building, site or monument which contributes to the cultural, social, political, or architectural heritage of the City of Norman.
- (l) *Historic Preservation Officer* – the chief staff person responsible for historic preservation in the City of Norman’s Planning and Community Development Department.
- (m) *Historic Property* -- any individual structure, building, site or monument which contributes to the historic, architectural, archeological and/or cultural heritage of the City of Norman, Oklahoma as determined by the Historic District Commission.
- (n) *Historic Resources* - sites, districts, structures, buildings, monuments, major landscape features that represent facets of history in the locality, state or nation; places where significant historical or unusual events occurred; places associated with a personality or group important to the past.
- (o) *Infill construction* – construction on property between or adjacent to existing buildings.
- (p) *In kind* – to replace existing materials or features with materials of identical design, size, texture and composition. (see also: matching)
- (q) *Landmark* – an individual structure, building, site, or monument that contributes to the historical, architectural, or archaeological heritage of the city.
- (r) *Matching* – In historic rehabilitations, the use of replacement materials that are identical to the original in composition, size, shape, and profile. (see also: in kind)
- (s) *National Register of Historic Places* - the national list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering and culture, maintained by the Secretary of the Interior under authority of Section 101(a)(1)(A) of the National Historic Preservation Act, as amended.
- (t) *Non-Contributing Resource* – A building, structure, or site that does not add to the historic significance of a property or district, and which detracts from the visual integrity or interpretability of an historic district.
- (u) *Ordinary Maintenance and Repair* – Work meant to remedy damage or deterioration of a structure or its appurtenances, and which will involve no change in materials, dimensions, design, configuration, texture or visual appearance to the exterior of an

- historic structure. Ordinary maintenance and repair shall include, but is not limited to, painting and reroofing.
- (v) Original – buildings, building materials or features that were present during the period of significance for the historic district.
 - (w) Period of Significance – the span of time during which a group of properties attained the significance that makes them eligible for designation as a historic district.
 - (x) Preservation – the adaptive use, conservation, protection, reconstruction, rehabilitation, or stabilization of buildings, districts, monuments, sites, or structures significant to the heritage of the people of Norman. The following terms further define types of preservation activities:
 - 1. *Adaptive Use* – the restrained alteration of a historical or architectural resource to accommodate uses for which the resource was not originally constructed, but in such a way so as to maintain the historical and architectural character of the resource.
 - 2. *Conservation* – the sustained use and appearance of a resource essentially in its existing state.
 - 3. *Historic Rehabilitation* – the act or process of making a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historic, cultural or architectural values.
 - 4. *Historic Reconstruction* – the act or process of duplicating the original structure, building form and materials by means of new construction based on documentation of the historic condition.
 - 5. *Protection* – the security of a resource as it exists through the establishment of the mechanisms of this section.
 - 6. *Restoration* – the process of accurately recovering all or a part of the form and details of a resource and its setting as it appeared at a particular period by means of the removal of later work and the replacement of missing earlier work.
 - 7. *Stabilization* – the process of applying measures designated to halt deterioration and to establish the structural stability of an unsafe or deteriorated resource while maintaining the essential form as it presently exists without changing the exterior appearance of the resource.
 - (y) Relocation – the movement or repositioning of a primary or accessory structure on its original site, or from one location to another.

- (z) Secretary of the Interior Standards of Historic Buildings - A set of principles established in 1977 and amended periodically thereafter, by the Secretary of the Interior, who is responsible for all national preservation programs under Department of the Interior authority and for advising federal agencies on the preservation of historic properties listed or eligible for listing in the National Register of Historic Places. The Norman Historic District Commission utilizes the Secretary of Interior Standards as basis for developing the City of Norman Preservation Guidelines as well as for design review.
- (aa) Significant Characteristics -those characteristics that are important to or expressive of the historic or architectural quality and integrity of the resources and its setting and which include, but are not limited to building mass, building material, detail, height, proportion, rhythm, scale, setback, setting, shape, street accessories, and workmanship.
1. *Building Mass* – describes the relationship of a building’s height to its width and depth.
 2. *Building Materials* - the physical characteristics which create the aesthetic and structural appearance of the resource, including but not limited to a consideration of the texture and style of the components and their combinations, such as brick, stone, shingle, wood, concrete, or stucco.
 3. *Detail* - architectural aspects which, due to particular treatment, draw attention to certain parts or features of a structure.
 4. *Height* - the vertical dimension of a given structure, building or monument.
 5. *Proportion* - the relative physical sizes within and between buildings and building components.
 6. *Rhythm* - a discernible pattern of shapes including, but not limited to, windows, doors, projections, and heights, within a building, structure or monument, or a group of same.
 7. *Setback* - the distance that a structure sets from the property line, typically the front or side property line.
 8. *Scale* - the proportion of parts of a building, structure, or monument to one another and to the human figure.
 9. *Setting* - the surrounding structures, monuments, and landscaping which establish the visual, aesthetic, or auditory qualities of the historic or architectural resources.
 10. *Shape* - the physical configuration of structures or landscaping and their component parts.

11. *Street Accessories* - those sidewalk or street fixtures which include, but are not limited to, trash receptacles, benches, signs, lights, hydrants, and landscaping.
- (bb) State Historic Preservation Officer (SHPO) - the official within the State of Oklahoma who has been delegated and appointed by the Governor to administer the Historic Preservation Program in the State.
- (cc) State Register of Historic Places - the State of Oklahoma list of districts, sites, buildings, structures and objects significant in state history, architecture, archeology, engineering and culture, maintained by the State Historic Preservation Officer, under the authority of 53 O.S., 1984 Supplement, Sections 351-355.
- (dd) Streetscape - the view along a street from the perspective of a driver or pedestrian, of the natural and man-made elements in or near the street right of way, including buildings and their relationship to street trees, lawns, landscape buffers, signs, street lights, above-ground utilities, drainage structures, sidewalks, bus stop shelters and street furniture.
- (ee) Structure - anything constructed or erected, the use of which requires permanent location on the ground or which is attached to something having a permanent location on the ground. These include, but are not limited to, buildings, fences, walls, driveways, sidewalks and parking areas.
3. District Regulations. The following regulations shall be applicable to the HD, Historic District, and shall control the use of all properties within such district:
- (a) Any person responsible for a structure, building, landmark, or monument within a Historic District shall keep all of the exterior portions of such resources in good repair.
- (b) The erection, moving, demolition, removal, rehabilitation, reconstruction, restoration, or alteration of the exterior of any structure is prohibited unless a Certificate of Appropriateness (COA) is granted by the Historic Commission of the City of Norman, unless such Certificate is not required by Subsection 8.
- (c) Changes to rear elevations do require a COA; however the rear elevation of a historic structure is considered a secondary elevation and is therefore regulated to a lower standard to allow flexibility for additions or other modern day appurtenances.
4. Permitted Uses. Property located within the HD, Historic District, may be used for only those purposes permitted within the zoning district in which such property is located, subject to compliance with all regulations imposed by such zoning district and subject to compliance with all provisions of the Article.

5. Historic District Commission

- (a) Creation. There is hereby created an Historic District Commission of the City of Norman, Oklahoma. The Commission shall be composed of nine members in accordance with the following requirements:
1. Five of the members shall be owners of property in existing historic districts. At least three of these five members shall also reside in historic districts.
 2. Two of the members shall be persons with specialized technical expertise in structural engineering, law, real estate, building construction, or similar fields.
 3. Two of the members shall be persons with specific professional backgrounds in areas such as history, architecture, planning, landscape architecture, archaeology, or related fields.
 4. Provided that all of the above criteria for membership composition are met, remaining Commission appointments may be filled by at-large Norman residents who have some demonstrated knowledge, experience, expertise or interest in historic preservation.
- (b) Duties of Historic District Commission. Unless otherwise specified in this article, the duties of the Historic District Commission shall be as follows:

* * *

- (d) Meetings and Rules of Commission. The Commission shall be empowered to adopt rules for the conduct of its business. The Commission shall elect a Chairman who shall serve for one year or until his/her successor takes office, and who shall be eligible for reelection. All meetings of the Commission shall be open to the public. Any person, or his duly appointed representative, shall be entitled to appear and be heard on any matter before the Commission. The Commission shall keep a record of its proceedings, a copy of which shall be filed for public view in the office of the City Clerk.
- (e) Quorum. A quorum shall consist of five members.
- (f) Historic Preservation Officer. The Historic Preservation Officer is the City's representative to the Historic District Commission. He/she shall act in an advisory capacity only and may participate in the Commission's discussions but may not have a vote in any Commission decisions.

6. Historic District Designation.

- (a) Procedure for Designation of Historic District. Historic District designation is an overlay to the Norman Zoning Ordinance. Either the Norman City Council or individual property owners or their authorized agents may recommend tracts and sites for inclusion within an ~~HD~~, Historic District, in the same manner prescribed for the designation of other zoning districts by this Code and subject to compliance with this

section. Rezoning application fees in the case of Historic District designation shall be waived, though applicants for Historic District status are still responsible for all other associated costs of district designation.

* * *

- (e) Notice of Consideration. Notice of consideration of a historic district designation by the Historic District Commission shall be the same as is required for consideration of the adoption or amendment of zoning district boundaries by the City Council. As a part of such notice, the Historic Preservation Officer shall notify the owners of record of affected properties by mail of the proposed designation and include a letter outlining the basis for the designation.

* * *

7. Certificates of Appropriateness.

- (a) Certificate of Appropriateness (COA) Required. A Certificate of Appropriateness shall be required in the following instances before the commencement of work upon any structure or site located within a HD, Historic District:
 - 1. Whenever such work includes alteration to the exterior of any building, structure or site, including erection, moving, demolition, reconstruction, or restoration except when such work satisfies all the requirements for "ordinary maintenance and repair" as defined in section 2(u) of this Ordinance.
 - 2. Whenever such work requires a building permit issued by the City.
 - 3. Whenever such work includes the construction or enlargement of a driveway or parking area.
- (b) General Provisions and Procedures for Certificates of Appropriateness: No building permit shall be issued by the City of Norman for any structure or site located within the HD, Historic District, until the application for such permit has been reviewed by the Historic District Commission and a Certificate of Appropriateness approved by the Historic District Commission.
- (c) Submitting COA Application Materials. When applying for a Certificate of Appropriateness, the applicant shall furnish copies of all detailed site and building plans, elevations, perspectives, material samples, and specifications, with sufficient detail to clearly illustrate the applicant's intent. Applicants may meet with the Historic Preservation Officer before submitting an application and may also request a meeting with the Historic District Commission before submitting an application in order to get feedback from the Commission on a forthcoming application. Applicants may also consult with the Historic Preservation Officer as needed during the review of the COA)

- application. Incomplete applications will not be forwarded to the Commission for review.
- (d) **Historic District Commission Review.** Upon receipt of the application for a Certificate of Appropriateness, the Historic District Commission shall determine whether the proposed work is of a nature which will adversely affect any historical or architectural resource and whether such work is appropriate and consistent with the spirit and intent of this Ordinance and the Preservation Guidelines. The Historic District Commission shall apply the criteria established by this Ordinance and the Preservation Guidelines and based thereon shall approve or disapprove requests for Certificates of Appropriateness. If the Historic District Commission denies a Certificate of Appropriateness, no permit shall be issued and the applicant shall not proceed with the proposed work. Article 10 establishes the process for appealing decisions of the Historic District Commission.
 - (e) **Development of Preservation Guidelines.** The Historic District Commission shall develop such guidelines as it may find necessary to supplement the provisions of this Ordinance and to inform owners, residents, and the general public of those techniques which are considered most appropriate for undertaking work relating to historical and architectural resources. The Historic District Commission shall have the opportunity to advise the City Council concerning provisions in the building, electrical, plumbing, heat and air and housing codes and other codes which affect preservation work.
 - (f) **Infill Construction.** In the case of new or infill construction in Historic Districts, it is not the intent of this Ordinance to limit new construction to any one period or architectural style, but to preserve the overall integrity of Historic Districts and architectural resources and to ensure that new construction is compatible with existing historic and architectural resources.
 - (g) **In the case of denial of plans by the Historic District Commission,** the Commission shall state in writing the reasons for such denial and may include suggestions of the Commission in regard to actions the applicant might take to secure the approval of the Commission.
 - (h) **Archaeological Resources.** With regard to the development of a property containing a designated archeological resource, a Certificate of Appropriateness shall be required prior to the issuance of the permit for which the applicant has applied; and further, the following requirements shall be satisfied:

* * *
 - (i) **Compliance with COA.** The Historic District Commission may approve Certificates of Appropriateness subject to certain conditions to be stated in writing. Work performed pursuant to the issuance of a Certificate of Appropriateness shall conform to the conditions of such certificate, if any. It shall be the duty of the Historic Preservation Officer of the City of Norman to inspect from time to time any work performed

pursuant to a Certificate of Appropriateness to assure such compliance. In the event that such work is not in compliance, the Historic Preservation Officer shall issue a stop work order. The Historic District Commission may request by resolution that the Historic Preservation Officer inspect work at a particular location and, if found to be non-compliant, issue a stop work order.

- (j) COA Application Requirements and Procedures, property owners, developers or agents applying for a Certificate of Appropriateness shall be required to submit the following as applicable:

* * *

2. Required Procedures for Certificate of Appropriateness:

* * *

- [b] Notification of Affected Property Owners: All recorded property owners immediately adjacent to or directly across the street or alley in any direction from the subject property shall be notified of an application for a Certificate of Appropriateness. This notice, as provided by the Historic Preservation Officer, shall contain adequate information to notify adjacent property owners of the specific request of the applicant for a Certificate of Appropriateness, as well as the time, date, and place of the meeting of the Historic District Commission at least seven (7) days before the hearing. In addition, the Historic Preservation Officer shall post a sign in the yard of the subject property at least seven (7) days before the hearing that shall include the time, date, and place of the meeting of the Historic District Commission. The sign shall be removed ten (10) days after the application is reviewed.

* * *

- [h] Resubmitting of an Application: If the Historic District Commission determines that a Certificate of Appropriateness should not be issued, a new application may be submitted on the proposed construction, rehabilitation, reconstruction, alteration, restoration, or moving, only if substantive change is made to the original plans for the proposed work. In such a case, applicants will be required to submit a new application with all supporting documentation, including the payment of another application fee and a certified list of adjacent property owners. Reapplication fees may be waived when the Commission denies a request for COA due to incomplete application information.

* * *

- [j] Time Limits of Certificate of Appropriateness: A Certificate of Appropriateness issued by the Historic District Commission shall become null and void if

construction, reconstruction, alteration, restoration, moving or demolition is not commenced within twelve (12) months of the date of issuance. An extension of time for the Certificate of Appropriateness, not to exceed six (6) months, may be granted by the Historic District Commission upon review, provided application for such extension is submitted in writing prior to expiration of the Certificate of Appropriateness.

3. Review Criteria. The Historic District Commission shall have responsibility for reviewing requests for Building and Demolition permits for designated historic structures within any area designated as a historic district, and for issuing or denying Certificates of Appropriateness for such requests. The purpose of this Section to specify for Historic District Commission members policies and criteria that they shall follow in reaching decisions on matters relative to such changes.

Review criteria, procedural policies and consequences of decisions will extend beyond the tenure of any Historic District Commission members. It is essential that policies be based on consistency and basic preservation guidelines. Highest priority should go to the preservation and restoration of historically and architecturally significant structures and sites that express the unique characteristics of the particular periods in which they were built.

- [a] Preservation Guidelines. In addition to the above-mentioned criteria, the Historic District Commission shall use specific Preservation Guidelines which shall be prepared by the Commission to outline and describe the evaluation criteria used in assessing the appropriateness of proposed project work within the designated Historic Districts. These Preservation Guidelines shall be prepared and periodically amended by Historic District Commission action as part of the regular duties of the Commission and shall be adopted by the Commission prior to their application in the review process.
- [b] Secretary of the Interior Standards. The Historic District Commission shall utilize those criteria in "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Revised 2017)." The Standards are as follows:

* * *

8. Exceptions to Certificate of Appropriateness

A Certificate of Appropriateness shall not be required under the following conditions:

- (a) No exterior changes. No COA is required for any work affecting the exterior of a structure that does not alter the character of the exterior appearance of the resource; or for any work for which a building permit or any other City permit or certificate is not required for any work where the purpose of such work is stabilization and/or ordinary

maintenance and repair. The painting or repainting of any structure shall be considered ordinary maintenance and repair, regardless of color.

- (b) Meets All Requirements for Ordinary Maintenance and Repair. Any work not satisfying all of the requirements for ordinary maintenance and repair as defined in Section 2(u), shall not be considered ordinary maintenance and repair. The construction or enlargement of a driveway or parking area shall not be considered ordinary maintenance and repair.
- (c) Interior Changes Only. Any work affecting the interior of a structure for which a building permit or any other City permit or certificate is required but which does not alter the exterior appearance of the structure does not require a Certificate of Appropriateness.
- (d) Administrative Bypass for the Certificate of Appropriateness. A Certificate of Appropriateness may be granted by the Historic Preservation Officer or authorized designee as listed in the current edition of the Historic District Guidelines. The Historic Preservation Officer shall inform the Historic District Commission of Administrative Bypass actions at its next regular meeting. If a request for Administrative Bypass is denied by the Historic Preservation Officer, the applicant shall have the right to submit an application for a Certificate of Appropriateness to the Historic District Commission to be reviewed at its next regularly scheduled meeting time in order to request formal action regarding approval or denial of the Certificate of Appropriateness. All application fees and requirements shall apply.

9. Demolitions.

- (a) General Provisions. No structure or resource within any Historic District shall be demolished and/or removed unless such demolition has been reviewed by the Historic District Commission and a Certificate of Appropriateness for such demolition and/or removal has been granted.
- (b) Procedure and Postponement Orders
 - 1. The Historic District Commission shall hold a public hearing for the purpose of considering Certificates of Appropriateness for demolition or removal. After such hearing, the Historic District Commission may approve the Certificate of Appropriateness authorizing the demolition or may enter an order postponing demolition for up to ninety (90) days.
 - 2. At the conclusion of such period of postponement as specified in the Historic District Commission's order, the Commission shall within forty-five (45) days thereafter hold a second public hearing to consider whether or not to recommend to the City Council that additional postponement of demolition be ordered.

3. In the event that the Historic District Commission recommends additional postponement to the City Council, the City Council shall hold a public hearing for the purpose of considering additional postponement of demolition.
 4. After such public hearing, the City Council may enter an order approving the demolition or may enter an order postponing demolition for an additional period not to exceed sixty (60) days from the date of such order. At the conclusion of this final postponement period, the City Council shall hold a public hearing and may either approve the requested demolition or may disapprove such requested demolition. In the event demolition is not approved, no demolition shall occur. For purposes of this Ordinance, the word "demolition" shall include "removal."
- (c) Criteria for Review of Demolitions. The Historic District Commission and City Council shall be guided by the following criteria in considering Certificates of Appropriateness and authorizations for demolition or removal of structures or sites within the Historic District:
1. The purposes and intent of this Ordinance.
 2. The degree to which the proposed removal of the historical resource would damage or destroy the integrity and continuity of the Historic District of which it is a part.
 3. The nature of the resource as a representative type of style of architecture, a socioeconomic development, a historical association, or other element of the original designation criteria applicable to such structure or site.
 4. The condition of the resource from the standpoint of structural integrity and the extent of work necessary to stabilize the structure.
 5. The alternatives available to the demolition applicant, including:
 - [a] Donation of the subject structure or site to a public or benevolent agency.
 - [b] Donation of a part of the value of the subject structure or site to a public or benevolent agency, including the conveyance of historical easements.
 - [c] The possibility of sale of the structure or site, or any part thereof, to a prospective purchaser capable of preserving such structure or site.
 - [d] The potential of such structure or site for renovation and its potential for continuing same.
 - [e] The potential of the subject structure or site for rezoning in an effort to render such property more compatible with the physical potential of the structure.

6. The ability of the subject structure or site to produce a reasonable economic return on investment to its owner; provided however, that it is specifically intended that this factor shall not have exclusive control and effect, but shall be considered along with all other criteria contained in this Section.

10. Appeals.

- (a) Any person aggrieved by a decision of the Historic District Commission, excluding postponements as defined in Section 8(b) (1-4), shall have such right of appeal to the Board of Adjustment within ten (10) days from the decision of the Historic District Commission.
- (b) Aggrieved persons must exhaust all administrative processes before any appeal is valid.

11. Penalty.

- (a) Any person, firm or corporation who violates any provision of this Ordinance shall, upon conviction, be punished by a fine as provided for in Section 440.3(a) of this chapter. A violation exists whenever there is a performance of an act which is prohibited by the provisions of this Ordinance, or a failure to perform an act which is required by this Ordinance. Each day this Ordinance is violated shall be considered a separate offense.
- (b) In case any building or structure is erected, constructed, externally reconstructed, externally altered, added to or demolished in violation of this Ordinance, the City or any person may institute an appropriate action or proceeding in a court with competent jurisdiction to prevent such unlawful erection, construction, reconstruction, exterior alteration, addition or demolition, and the violating party shall pay all court costs and expenses, including reasonable attorney's fee, if the court should find in favor of the City or persons suing on behalf of the City to enforce this Ordinance.

12. City Council Approval of Revisions to Preservation Guidelines.

- (a) Upon receiving or drafting a proposed revision of the Preservation Guidelines, the Historic District Commission shall submit said revisions to the City Council along with a recommendation for approval or disapproval. Said report shall outline efforts made to gather community input from residents of the Historic District as well as summarize such input.
- (b) Upon City Council receiving said revisions, City Council shall have the duty to review proposed revisions and vote to either approve or disapprove the inclusion of the revisions in the Preservation Guidelines during the next available City Council meeting. The effective date of any approved revisions shall be thirty (30) days from the date the City Council vote on the proposed revisions is recorded.

* * * * *

§ 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
of _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

Mayor

Mayor

ATTEST:

City Clerk

**HISTORIC DISTRICT COMMISSION
MINUTES OF
October 4, 2021**

The Historic District Commission of the City of Norman, Cleveland County, State of Oklahoma, met for the Regular Meeting on October 4, 2021, at 5:30 p.m. Notice and Agenda of the meeting were posted at 201 West Gray Building-A, the Norman Municipal Building and at www.Normanok.gov twenty-four hours prior to the beginning of the meeting.

Commissioner Emily Wilkins called the meeting to order at 5:32p.m.

Item No. 1, being: Roll Call.

| | |
|------------------|---|
| MEMBERS PRESENT: | Mitch Baroff Aaron Brooks Shavonne Evans *Left 6:30pm Tabor Halford Joan Koos Emily Wilkins Barrett Williamson *Left 6:30pm |
|------------------|---|

| | |
|-----------------|------------------------------|
| MEMBERS ABSENT: | Brent Swift Michael Zorba |
|-----------------|------------------------------|

A quorum was present.

| | |
|------------------------|--|
| STAFF MEMBERS PRESENT: | Anaïs Starr, Planner II Tara Reynolds, Admin Tech III Jeanne Snider, Assistant City Attorney |
|------------------------|--|

| | |
|---------|---------------------------|
| GUESTS: | Dave Boeck Fred Buxton |
|---------|---------------------------|

*

Item No. 2, being: Approval of the Minutes from the September 7, 2021 regular meeting.

Motion by Barrett Williamson for approval of the minutes from the September 7, 2021 regular meeting; **Second** by Joan Koos.

The motion was passed unanimously.

*

Motion by Shavonne Evans to amend the order of the agenda to review item #5 first; **Second** by Joan Koos.

The motion was passed unanimously with Commissioner Barrett Williamson abstaining.

Item No. 5, being: HD (21-15) Commission review and feedback regarding the proposed design for an addition, garage, pool, paving, fencing, and rear deck for the property located at 506 S. Lahoma.

Commissioner Barrett Williamson recused himself to present this proposal. He presented the proposed project and asked the Commission for their feedback

Commission comments and discussion consisted of:

- Will there be any demolition? No, the previous addition will remain, but a part of the rear non-original addition will be removed.
- The addition with a bedroom and bathroom suite will be 683 square feet; there will be a travertine pool to connect to a swimming pool,
- A 572 square foot garage is proposed to be placed at the southwest corner of the rear yard adjacent to the pool. The garage will have porch that will act as a cabana for the pool.
- Applicants would like to extend the 8 ft. privacy fence from the side property line to the side of the house.
- Commissioner Mitch Baroff suggested flipping the addition to behind the house. This would prevent the addition from extending past the wall of the original structure. This would mean less pavement, less visible garage, less impervious surface.
- Commissioner Shavonne Evans noted the suite is large, and could be scaled down to prevent the addition from protruding past the original structure.
- Commissioner Joan Koos agrees with the previous statements. She would prefer to not see the garage, and the addition portion past the edge of the house is a concern. She would like to see the current driveway utilized. It is a good design, and well done, though she recognized that is not in accordance with Historic District guidelines. However, the driveway was installed prior to the establishment of the Chautauqua Historic District.
- Commissioner Aaron Brooks thought it was a thorough presentation and addressed issues well.
- Commissioner Tabor Halford asked staff about feedback from the past approval of a 535 square foot garage, which was never built. Staff indicated that the neighborhood did not want a garage on the south side of the property, and did not want to see it from the front. Commission wanted the garage placed at the end of the driveway on north side.
- The addition will extend 10 feet from an existing “bump out” addition on the side of the house, and 15 feet from the original wall of the structure.

- The addition would increase the footprint of the house by approximately 25%.
- Chair Emily Wilkins agrees with the previous comments by Commissioners, and adds that this is a significantly sized addition. The main concern being how much the addition protrudes past the sides of the primary structure, and would like to see the addition behind the house if possible. Historic Guideline 4.2.2 states to “locate additions inconspicuously” and 4.2.3 states to “limit size and scale.” The width shouldn’t exceed the width of the house.

Item No. 3, being: HD (21-09) Consideration of a Certificate of Appropriateness request for the re-installation of a pair of wood windows on the south side of the structure for property located at 549 S. Lahoma Avenue.

Motion by Aaron Brooks to approve item as submitted #3; **Second** by Tabor Halford.

Anais Starr presented the staff report. In 2011 a COA was denied for replacement of three historic windows with inappropriate non-wood windows. The applicant appealed this decision to the City Council and then through a civil court appeal process. The ligation is now concluded and the applicant wishes to re-install a pair of one-over-one wood windows where there is currently one picture window. Ms. Starr presented a staff report regarding the request and pointed out this COA request was only concerned with the south picture window.

The applicant’s representative, Fred Buxton, discussed the reasons for the project:

- The applicant can now find historic windows to replace the windows and would like to have all historical windows. The picture window would be a pair of double hung one-over-one wood windows, which meet the Guidelines.

No public comments were made.

Commission comments and discussion consisted of:

- The Commission was in agreement that this request meets Historic District Guidelines.

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

YEAS Mitch Baroff
Aaron Brooks
Tabor Halford
Joan Koos
Emily Wilkins

NAYS None

Ms. Starr noted that there is a 10-day waiting period until the COA will be issued.

*

Item No. 4, being: HD (21-17) Consideration of a Certificate of Appropriateness request for a garage with associated driveway, and for the replacement of rear porch with a deck for property located at 1320 Classen Boulevard.

Motion by Aaron Brooks to approve request as submitted. **Second** by Joan Koos.

Anais Starr presented the staff report.

The applicant's representative, Dave Boeck, discussed the reasons for the project:

- The site plan reviewed in March had a front building line drawn and listed incorrectly at 25' instead of the actual 40' building line that exist. This error meant that the Commission must re-review the COA request for the garage, driveway, and deck with a corrected site plan.

No public comments were made.

Commission comments and discussion consisted of:

- The Commission had approved the same 718 square-foot garage and associated driveway at March meeting earlier this year.
- The proposed deck is 20 feet wide by 19 feet deep, which is too large for an administrative bypass.
- The footprint of the garage is 75% of the primary structure's footprint, and does not meet guidelines.
- The size of the garage at 704 square feet is too large; should be 500-600 square feet, and the garage is now closer to the deck because the site plan has been corrected. There will be 11 feet between the deck and the garage.

Motion by Joan Koos to amend the original motion to allow voting of items separately for item #4; **Second** by Aaron Brooks.

The motion was approved unanimously.

Motion by Aaron Brooks to approve the replacement of rear porch with a deck; **Second** by Tabor Halford.

The motion was approved unanimously with the following vote:

YEAS Mitch Baroff
Aaron Brooks
Tabor Halford
Joan Koos
Emily Wilkins

NAYS None

Motion by Aaron Brooks to approve the garage as submitted; **Second** by Mitch Baroff. The voting went as follows:

Mitch Baroff: No
Aaron Brooks: Yes
Tabor Halford: No
Joan Koos: No
Emily Wilkins: No

The motion for approval of the garage as submitted failed 4-1.

Motion by Aaron Brooks to rescind original motion for the garage as submitted; **Second** by Mitch Baroff.

YEAS Mitch Baroff
Aaron Brooks
Tabor Halford
Joan Koos
Emily Wilkins

NAYS None

Motion by Aaron Brooks to approve the amended request for a garage of 575 square feet; **Second** by Joan Koos.

The motion was approved unanimously with the following vote:

YEAS Mitch Baroff
Aaron Brooks
Tabor Halford
Joan Koos
Emily Wilkins

NAYS None

Motion by Aaron Brooks to approve the associated driveway as submitted; **Second** by Joan Koos.

The motion was approved unanimously with the following vote:

YEAS Mitch Baroff
Aaron Brooks
Tabor Halford
Joan Koos

Emily Wilkins

NAYS None

Motion by Aaron Brooks to approve the deck as submitted; Second by Joan Koos.

The motion was approved unanimously with the following vote:

YEAS *Mitch Baroff*
Aaron Brooks
Tabor Halford
Joan Koos
Emily Wilkins

NAYS None

Ms. Starr noted that there is a 10-day waiting period until the COA will be issued.

*

Item No. 6, being: Staff report on active Certificates of Appropriateness and Administrative Bypass issued since September 7, 2021 and consideration of six-month extension requests for expiring COAs.

- 904 Miller – Violation notice sent to property owner, who contacted staff and is weighing her options.
- 518 Chautauqua – COA issued 6/1/20, building permit issued August 2020, work has begun as of August 2021 and continues.
- 536 Chautauqua – COA issued 8/3/20. Work on garage and driveway is complete, and the fence is waiting to start.
- 1320 Classen – COA issued 3/1/21. Windows replaced correctly. Unapproved work on soffit was stopped by HPO, that work is in the middle of being replaced with original design. Rear porch was not built to the approved COA. Driveway and garage laid out incorrectly. Submitted site plan was incorrect. Stop work order issued after columns started to be painted. (COA to amend request submitted) Windows replaced correctly. Unapproved work on soffit was stopped by HPO, that work is in the middle of being replaced with original design. Rear porch was not built to the approved COA. Driveway and garage laid out incorrectly. Submitted site plan incorrect. Stop work order issued after columns started to be painted. COA reheard at tonight's meeting.
- 620 Miller – COA issued 3/1/21. Work has not started on the shutters.
- 605 Okmulgee – COA issued 4/5/21. Construction almost complete.
- 519 S Lahoma – Construction underway.

6 month extension requests – None.

Administrative bypass requests – 549 S Lahoma: Replacement of 10 deteriorated historic and non-historic windows with wood one-over-one wood sashes.

*

Item No. 7, being: Discussion of progress report regarding the FY 2021-2022 CLG Projects.

2021-2022 Certified Local Government Fund

\$ 150 National Alliance of Preservation Conference (NAPC) Dues

\$7,000 Commission Assistance and Mentoring Program (C.A.M.P)

Training for Commissioners

\$2,500 Planning Conference attendance for staff

\$ 600 Education Mailing

\$10,750 CLG Total allocation for 2021-2022

The Commission will have to watch the NAPC C.A.M.P. training together in person, and they chose the dates of November 9 and November 18 from 8:30am – 12:30pm.

Special meeting November 1 at 4pm for a SHPO training over the Secretary of the Interior Standards. *

Item No. 7, being: Consideration and recommendation to the City Council of the Draft Historic District Ordinance.

The ordinance will go before Planning Commission for approval in November, and City Council in December.

Discussion about clarification of addition guidelines. The guidelines might be brought back at the next meeting for discussion.

Motion by Aaron Brooks to recommend the draft Historic District Ordinance to City Council for approval: **Second** by Joan Koos.

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

YEAS Mitch Baroff
Aaron Brooks
Tabor Halford
Joan Koos
Emily Wilkins

NAYS None

Item No. 9, being: Historic District Commission Meeting Calendar for 2022.

The Commission would like to relocate the regularly scheduled meetings in Conference room D of Building A in 2022.

Item No. 10, being: Miscellaneous comments of the Historic District Commission and city staff.

None.

Item No. 11, being: Adjournment.

The meeting adjourned at 7:47 p.m.

Passed and approved this _____ day of _____, 2021.

Emily Wilkins, Chair
Historic District Commission

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 (ZONING ORDINANCE), ARTICLE XI, SPECIFIC DISTRICT REGULATIONS, SECTION 429.3 IN DEFINITIONS DELETING CONSERVATION AND ADDING ORIGINAL, PERIOD OF SIGNIFICANCE, RELOCATION, SECRETARY OF THE INTERIOR STANDARDS OF HISTORIC BUILDINGS; EDITS FOR CONSISTENCY OR CORRECTIVE PURPOSES; ADDING WRITTEN DENIAL REQUIREMENT; ADDING SEVEN DAY NOTICE; EXTENDED TIME LIMIT OF COA FROM SIX MONTHS TO TWELVE MONTHS; RESTRUCTURING EXCEPTIONS TO ADMINISTRATIVE BYPASS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

* * * * *

§ 1. That, Section 429.3 of Chapter 22 of the Zoning Ordinance of the City of Norman, Oklahoma be amended as follows:

* * * * *

SEC. 429.3 - HD, HISTORIC DISTRICT

1. Description and Purpose. The Historic District Ordinance, hereinafter referred to as the "HDO", and its regulations may be applied to property located in any zoning district in accordance with the provisions of this Ordinance. The HDO is intended to be an overlay zoning district and the regulations imposed by such district shall be in addition to the regulations of the underlying zoning district applicable to the subject parcel.

The City of Norman hereby declares that the historical, architectural, cultural, and aesthetic features of the City represent some of the finest and most valuable resources of the City, and such resources are the embodiment of the heritage of the people of the City of Norman. Therefore, it is hereby declared that the purposes of this Ordinance, to be known as the Historic District Ordinance, shall be as follows:

* * *

(g) To safeguard the heritage of the City by preserving and regulating historic district structures in such a way that maintains or restores their historic integrity while allowing modern day uses and conveniences for their residents.

2. Definitions. As used in this chapter, unless the context otherwise requires, the following words or phrases have the meaning listed:

(a) Addition – construction that increases the size of the original structure by building outside of the existing structure. Additions can be either horizontal or vertical.

- (b) Alteration – an act that changes one or more of the exterior architectural features of a structure or its appurtenances, including but not limited to the erection, construction, reconstruction, or removal of any structure or appurtenance.
- (c) Appropriate – typical of the historic architectural style, compatible with the character of the historic district, and consistent with the Preservation Guidelines of the City of Norman.
- (d) Architectural Resources - districts, structures, buildings, monuments, sites, or landscaping which possess local interest or artistic merit or which are particularly representative of their class or period, or represent achievements in architecture, engineering, or design.
- (e) Certificate of Appropriateness (COA)_- the official document issued by the Historic District Commission approving any application affecting the exterior of any structure designated by the authority of this Ordinance for permission to construct, erect, demolish, remove, relocate, reconstruct, restore, or alter said structure.
- (f) Commission – The Historic District Commission of the City of Norman.
- (g) Compatible – means a design or use that does not conflict with the historical appearance of a building or district and does not require irreversible alteration.
- (h) ~~Conservation—the sustained use and appearance of a resource essentially in its existing state.~~
- (hi) Contributing Resource – means a resource—a building, site, or district—that retains its essential architectural integrity in design and whose architectural style is typical of or integral to a historic district.
- (ij) Elevation – an exterior wall of a structure.)
 1. *Front elevation* – the façade or face of a structure which is visible and prominent from a public right-of-way and which often has distinguishing architectural features. Structures on corner lots shall be considered to have two front elevations. No structure shall be considered to have more than two front elevations.
 2. *Side elevation* – a wall adjacent to the front elevation that is usually visible from a public right-of-way.
 3. *Rear elevation* – an elevation parallel to the front façade; the rear elevation usually includes the back door of the structure.
 4. *Primary elevation* – the front or side elevation of a structure.

5. *Secondary elevation* – the rear elevation of a structure.

- (jk) Façade – the front wall or face of a building.
- (kl) Historic District - a geographically definable area with a concentration or linkage of significant sites, buildings, structures, or monuments; or, an individual structure, building, site or monument which contributes to the cultural, social, political, or architectural heritage of the City of Norman.
- (lm) Historic Preservation Officer – the chief staff person responsible for historic preservation in the City of Norman’s Planning and Community Development Department.
- (mn) Historic Property - ~~the term shall mean~~ any individual structure, building, site or monument which contributes to the historic, architectural, archeological and/or cultural heritage of the City of Norman, Oklahoma as determined by the Historic District Commission.
- (no) Historic Resources - sites, districts, structures, buildings, monuments, major landscape features that represent facets of history in the locality, state or nation; places where significant historical or unusual events occurred; places associated with a personality or group important to the past.
- (op) Infill construction – construction on property between or adjacent to existing buildings.
- (pq) In kind – to replace existing materials or features with materials of identical ~~appearance~~ design, size, texture and/or composition. (see also: matching)
- (qr) Landmark – an individual structure, building, site, or monument that contributes to the historical, architectural, or archaeological heritage of the city.
- (rs) Matching – In historic rehabilitations, the use of replacement materials that are identical to the original in composition, size, shape, and profile. (see also: in kind)
- (st) National Register of Historic Places - ~~the term shall mean~~ the national list of districts, sites, buildings, structures, and objects significant in American history, architecture, archeology, engineering and culture, maintained by the Secretary of the Interior under authority of Section 101(a)(1)(A) of the National Historic Preservation Act, as amended.
- (tu) Non-Contributing Resource – A building, structure, or site that does not add to the historic significance of a property or district, and which detracts from the visual integrity or interpretability of an historic district.

(u) Ordinary Maintenance and Repair – Work meant to remedy damage or deterioration of a structure or its appurtenances, and which will involve no change in materials, dimensions, design, configuration, color, texture or visual appearance to the exterior of an historic structure. Ordinary maintenance and repair shall include, but is not limited to, painting and reroofing.

(v) Original – buildings, building materials or features that were present during the period of significance for the historic district.

(w) Period of Significance – the span of time during which a group of properties attained the significance that makes them eligible for designation as a historic district.

(x) Preservation – ~~shall mean~~ the adaptive use, conservation, protection, reconstruction, rehabilitation, or stabilization of buildings, districts, monuments, sites, or structures significant to the heritage of the people of Norman. The following terms further define types of preservation activities:

1. *Adaptive Use* – the restrained alteration of a historical or architectural resource to accommodate uses for which the resource was not originally constructed, but in such a way so as to maintain the historical and architectural character of the resource.
2. *Conservation* – the sustained use and appearance of a resource essentially in its existing state.
3. *Historic Rehabilitation* – the act or process of making a compatible use for a property through repair, alterations, and additions while preserving those portions or features which convey its historic, cultural or architectural values.
4. *Historic Reconstruction* – the act or process of duplicating the original structure, building form and materials by means of new construction based on documentation of the historic condition.
5. *Protection* – the security of a resource as it exists through the establishment of the mechanisms of this section.
6. *Restoration* – the process of accurately recovering all or a part of the form and details of a resource and its setting as it appeared at a particular period by means of the removal of later work and the replacement of missing earlier work.
7. *Stabilization* – the process of applying measures designated to halt deterioration and to establish the structural stability of an unsafe or deteriorated resource while maintaining the essential form as it presently exists without changing the exterior appearance of the resource.

(y) Relocation – the movement or repositioning of a primary or accessory structure on its original site, or from one location to another.

(z) Secretary of the Interior Standards of Historic Buildings - A set of principles established in 1977 and amended periodically thereafter, by the Secretary of the Interior, who is responsible for all national preservation programs under Department of the Interior authority and for advising federal agencies on the preservation of historic properties listed or eligible for listing in the National Register of Historic Places. The Norman Historic District Commission utilizes the Secretary of Interior Standards as basis for developing the City of Norman Preservation Guidelines as well as for design review.

(aa~~x~~) Significant Characteristics -those characteristics that are important to or expressive of the historic or architectural quality and integrity of the resources and its setting and which include, but are not limited to building mass, building material, detail, height, proportion, rhythm, scale, setback, setting, shape, street accessories, and workmanship.

1. *Building Mass* – describes the relationship of a building’s height to its width and depth.
2. *Building Materials* - the physical characteristics which create the aesthetic and structural appearance of the resource, including but not limited to a consideration of the texture and style of the components and their combinations, such as brick, stone, shingle, wood, concrete, or stucco.
3. *Detail* - architectural aspects which, due to particular treatment, draw attention to certain parts or features of a structure.
4. *Height* - the vertical dimension of a given structure, building or monument.
5. *Proportion* - the relative physical sizes within and between buildings and building components.
6. *Rhythm* - a discernible pattern of shapes including, but not limited to, windows, doors, projections, and heights, within a building, structure or monument, or a group of same.
7. *Setback* - the distance that a structure sets from the property line, typically the front or side property line.
8. *Scale* - the proportion of parts of a building, structure, or monument to one another and to the human figure.
9. *Setting* - the surrounding structures, monuments, and landscaping which establish the visual, aesthetic, or auditory qualities of the historic or architectural resources.

10. *Shape* - the physical configuration of structures or landscaping and their component parts.
11. *Street Accessories* - those sidewalk or street fixtures which include, but are not limited to, trash receptacles, benches, signs, lights, hydrants, and landscaping.
- (~~bb~~y) State Historic Preservation Officer (SHPO) - ~~the term shall mean~~ the official within the State of Oklahoma who has been delegated and appointed by the Governor to administer the Historic Preservation Program in the State.
- (~~cc~~z) State Register of Historic Places - ~~the term shall mean~~ the State of Oklahoma list of districts, sites, buildings, structures and objects significant in state history, architecture, archeology, engineering and culture, maintained by the State Historic Preservation Officer, under the authority of 53 O.S., 1984 Supplement, Sections 351-355.
- (~~dd~~aa) Streetscape - the view along a street from the perspective of a driver or pedestrian, of the natural and man-made elements in or near the street right of way, including buildings and their relationship to street trees, lawns, landscape buffers, signs, street lights, above-ground utilities, drainage structures, sidewalks, bus stop shelters and street furniture.
- (~~ee~~bb) Structure - anything constructed or erected, the use of which requires permanent location on the ground or which is attached to something having a permanent location on the ground. These include, but are not limited to, buildings, fences, walls, driveways, sidewalks and parking areas.
3. District Regulations. The following regulations shall be applicable to the HD, Historic District, and shall control the use of all properties within such district:
- (a) Any person responsible for a structure, building, landmark, or monument within a Historic District shall keep all of the exterior portions of such resources in good repair.
 - (b) The erection, moving, demolition, removal, rehabilitation, reconstruction, restoration, or alteration of the exterior of any structure is prohibited unless a Certificate of Appropriateness (COA) is granted by the Historic Commission of the City of Norman, unless such Certificate is not required by Subsection 8.
 - (c) Changes to rear elevations do require a COA; however the rear elevation of a historic structure is considered a secondary elevation and is therefore regulated to a lower standard to allow flexibility for additions or other modern day appurtenances.
4. Permitted Uses. Property located within the HD, Historic District, may be used for only those purposes permitted within the zoning district in which such property is located, subject to compliance with all regulations imposed by such zoning district and subject to compliance with all provisions of the Article.

5. Historic District Commission

- (a) Creation. There is hereby created an Historic District Commission of the City of Norman, Oklahoma. The Commission shall be composed of nine members in accordance with the following requirements:
1. Five of the members shall be owners of property in existing historic districts. At least three of these five members shall also reside in historic districts.
 2. Two of the members shall be persons with specialized technical expertise in structural engineering, law, real estate, building construction, or similar fields.
 3. Two of the members shall be persons with specific professional backgrounds in areas such as history, architecture, planning, landscape architecture, archaeology, or related fields.
 4. Provided that all of the above criteria for membership composition are met, remaining Commission appointments may be filled by at-large Norman residents who have some demonstrated knowledge, experience, expertise or interest in historic preservation.
- (b) Duties of Historic District Commission. Unless otherwise specified in this article, the duties of the Historic District Commission shall be as follows:

* * *

- (d) Meetings and Rules of Commission. The Commission shall be empowered to adopt rules for the conduct of its business. The Commission shall elect a Chairman who shall serve for one year or until his/her successor takes office, and who shall be eligible for reelection. All meetings of the Commission shall be open to the public. Any person, or his duly appointed representative, shall be entitled to appear and be heard on any matter before the Commission. The Commission shall keep a record of its proceedings, a copy of which shall be filed for public view in the office of the City Clerk.
- (e) Quorum. A quorum shall consist of five members.
- (f) Historic Preservation Officer. The Historic Preservation Officer is the City's representative to the Historic District Commission. He/she shall act in an advisory capacity only and may participate in the Commission's discussions but may not have a vote in any Commission decisions.

6. Historic District Designation.

- (a) Procedure for Designation of Historic District. Historic District designation is an overlay to the Norman Zoning Ordinance. Either the Norman City Council or individual

property owners or their authorized agents may recommend tracts and sites for inclusion within an ~~HD~~, Historic District, in the same manner prescribed for the designation of other zoning districts by this Code and subject to compliance with this section. Rezoning application fees in the case of Historic District designation shall be waived, though applicants for Historic District status are still responsible for all other associated costs of district designation.

* * *

- (e) Notice of Consideration. Notice of consideration of a historic district designation by the Historic District Commission shall be the same as is required for consideration of the adoption or amendment of zoning district boundaries by the City Council. As a part of such notice, the Historic Preservation Officer shall notify the owners of record of affected properties by mail of the proposed designation and include a letter outlining the basis for the designation.

* * *

7. Certificates of Appropriateness.

- (a) Certificate of Appropriateness (COA) Required. A Certificate of Appropriateness shall be required in the following instances before the commencement of work upon any structure or site located within a ~~HD~~, Historic District:
1. Whenever such work includes alteration to the exterior of any building, structure or site, including erection, moving, demolition, reconstruction, or restoration except when such work satisfies all the requirements for "ordinary maintenance and repair" as defined in section 2(u) ~~(t)~~ of this Ordinance.
 2. Whenever such work requires a building permit issued by the City.
 3. Whenever such work includes the construction or enlargement of a driveway or parking area.
- (b) General Provisions and Procedures for Certificates of Appropriateness: No building permit shall be issued by the City of Norman for any structure or site located within the HD, Historic District, until the application for such permit has been reviewed by the Historic District Commission and a Certificate of Appropriateness approved by the Historic District Commission.
- (c) Submitting COA Application Materials. When applying for a Certificate of Appropriateness, the applicant shall furnish copies of all detailed site and building plans, elevations, perspectives, material samples, and specifications, with sufficient detail to clearly illustrate the applicant's intent. Applicants may ~~are encouraged to~~ meet with the Historic Preservation Officer before submitting an application and may also request a meeting with the Historic District Commission before submitting an

application in order to get feedback from the Commission on a forthcoming application. Applicants may also consult with the Historic Preservation Officer as needed during the review of the ~~Certificate of Appropriateness (COA)~~ application. Incomplete applications will not be forwarded to the Commission for review.

- (d) Historic District Commission Review. Upon receipt of the application for a Certificate of Appropriateness, the Historic District Commission shall determine whether the proposed work is of a nature which will adversely affect any historical or architectural resource and whether such work is appropriate and consistent with the spirit and intent of this Ordinance and the Preservation Guidelines. The Historic District Commission shall apply the criteria established by this Ordinance and the Preservation Guidelines and based thereon shall approve or disapprove requests for Certificates of Appropriateness. If the Historic District Commission denies a Certificate of Appropriateness, no permit shall be issued and the applicant shall not proceed with the proposed work. Article 10 establishes the process for appealing decisions of the Historic District Commission.
- (e) Development of Preservation Guidelines. The Historic District Commission shall develop such guidelines as it may find necessary to supplement the provisions of this Ordinance and to inform owners, residents, and the general public of those techniques which are considered most appropriate for undertaking work relating to historical and architectural resources. The Historic District Commission shall have the opportunity to advise the City Council concerning provisions in the building, electrical, plumbing, heat and air and housing codes and other codes which affect preservation work.
- (f) Infill Construction. In the case of new or infill construction in Historic Districts, it is not the intent of this Ordinance to limit new construction to any one period or architectural style, but to preserve the overall integrity of Historic Districts and architectural resources and to ensure that new construction is compatible with existing historic and architectural resources.
- (g) In the case of denial of plans by the Historic District Commission, the Commission shall state in writing the reasons for such denial and may include suggestions of the Commission in regard to actions the applicant might take to secure the approval of the Commission.
- (~~h~~g) Archaeological Resources. With regard to the development of a property containing a designated archeological resource, a Certificate of Appropriateness shall be required prior to the issuance of the permit for which the applicant has applied; and further, the following requirements shall be satisfied:

* * *
- (~~ih~~) Compliance with COA. The Historic District Commission may approve Certificates of Appropriateness subject to certain conditions to be stated in writing. Work performed pursuant to the issuance of a Certificate of Appropriateness shall conform to the

conditions of such certificate, if any. It shall be the duty of the Historic Preservation Officer of the City of Norman to inspect from time to time any work performed pursuant to a Certificate of Appropriateness to assure such compliance. In the event that such work is not in compliance, the Historic Preservation Officer shall issue a stop work order. The Historic District Commission may request by resolution that the Historic Preservation Officer inspect work at a particular location and, if found to be non-compliant, issue a stop work order.

- (j) COA Application Requirements and Procedures, property owners, developers or agents applying for a Certificate of Appropriateness shall be required to submit the following as applicable:

* * *

2. Required Procedures for Certificate of Appropriateness:

* * *

- [b] Notification of Affected Property Owners: All recorded property owners immediately adjacent to or directly across the street or alley in any direction from the subject property shall be notified of an application for a Certificate of Appropriateness. This notice, as provided by the Historic Preservation Officer, shall contain adequate information to notify adjacent property owners of the specific request of the applicant for a Certificate of Appropriateness, as well as the time, date, and place of the meeting of the Historic District Commission at least seven (7) days before the hearing. In addition, the Historic Preservation Officer shall post a sign in the yard of the subject property at least seven (7) days before the hearing that shall include ~~the specific request of the applicant for a Certificate of Appropriateness, as well as~~ the time, date, and place of the meeting of the Historic District Commission. The sign shall be removed ten (10) days after the application is reviewed.

* * *

- [h] Resubmitting of an Application: If the Historic District Commission determines that a Certificate of Appropriateness should not be issued, a new application may be submitted on the proposed construction, rehabilitation, reconstruction, alteration, restoration, or moving, only if substantive change is made to the original plans for the proposed work. In such a case, applicants will be required to submit a new application with all supporting documentation, including the payment of another \$75-application fee and a certified list of adjacent property owners. Reapplication fees may be waived when the Commission denies a request for COA due to incomplete application information.

* * *

[j] Time Limits of Certificate of Appropriateness: A Certificate of Appropriateness issued by the Historic District Commission shall become null and void if construction, reconstruction, alteration, restoration, moving or demolition is not commenced within twelve (12) ~~six (6)~~ months of the date of issuance. An extension of time for the Certificate of Appropriateness, not to exceed six (6) months, may be granted by the Historic District Commission upon review, provided application for such extension is submitted in writing prior to expiration of the Certificate of Appropriateness.

3. Review Criteria. The Historic District Commission shall have responsibility for reviewing requests for Building and Demolition permits for designated historic structures within any area designated as a historic district, and for issuing or denying Certificates of Appropriateness for such requests. The purpose of this Section to specify for Historic District Commission members policies and criteria that they shall follow in reaching decisions on matters relative to such changes.

Review criteria, procedural policies and consequences of decisions will extend beyond the tenure of any Historic District Commission members. It is essential that policies be based on consistency and basic preservation guidelines. Highest priority should go to the preservation and restoration of historically and architecturally significant structures and sites that express the unique characteristics of the particular periods in which they were built.

[a] Preservation Guidelines. In addition to the above-mentioned criteria, the Historic District Commission shall use specific Preservation Guidelines which shall be prepared by the Commission to outline and describe the evaluation criteria used in assessing the appropriateness of proposed project work within the designated Historic Districts. These Preservation Guidelines shall be prepared and periodically amended by Historic District Commission action as part of the regular duties of the Commission and shall be adopted by the Commission prior to their application in the review process.

[b] Secretary of the Interior Standards. The Historic District Commission shall utilize those criteria in "Secretary of the Interior's Standards for Rehabilitation and Guidelines for Rehabilitating Historic Buildings (Revised 2017 ~~1983~~)."
The Standards are as follows:

* * *

89. Exceptions to Certificate of Appropriateness

A Certificate of Appropriateness shall not be required under the following conditions:

- (a) No exterior changes. No COA is required for any work affecting the exterior of a structure that does not alter the character of the exterior appearance of the resource; or for any work for which a building permit or any other City permit or certificate is not required for any work where the purpose of such work is stabilization and/or ordinary maintenance and repair. The painting or repainting of any structure shall be considered ordinary maintenance and repair, regardless of color.
- (b) Meets All Requirements for Ordinary Maintenance and Repair. ~~See Section 2t for definition of ordinary maintenance and repair.~~ Any work not satisfying all of the requirements for ordinary maintenance and repair as defined in Section 2(ut). shall not be considered ordinary maintenance and repair. The construction or enlargement of a driveway or parking area shall not be considered ordinary maintenance and repair.
- (c) Interior Changes Only. Any work affecting the interior of a structure for which a building permit or any other City permit or certificate is required but which does not alter the exterior appearance of the structure does not require a Certificate of Appropriateness.
- (d) Administrative Bypass for the Certificate of Appropriateness. A Certificate of Appropriateness may be granted by the Historic Preservation Officer or authorized designee ~~for the following: as listed in the current edition of the Historic District Guidelines.~~ The Historic Preservation Officer shall inform the Historic District Commission of Administrative Bypass actions at its next regular meeting. If a request for Administrative Bypass is denied by the Historic Preservation Officer, the applicant shall have the right to submit an application for a Certificate of Appropriateness to the Historic District Commission to be reviewed at its next regularly scheduled meeting time in order to request formal action regarding approval or denial of the Certificate of Appropriateness. All application fees and requirements shall apply.

~~1. Installation of storm windows or storm doors~~

~~2. Roofing or reroofing of any structure with materials that are very similar in appearance and composition, regardless of color, provided the building is not structurally altered during the roofing or reroofing process.~~

~~3. The Historic Preservation Officer shall inform the Historic District Commission of Administrative Bypass actions at its next regular meeting. If a request for Administrative Bypass is denied by the Historic Preservation Officer, the applicant shall have the right to submit an application for a Certificate of Appropriateness to the Historic District Commission to be reviewed at its next regularly scheduled meeting time in order to request formal action regarding approval or denial of the Certificate of Appropriateness. All application fees and requirements shall apply.~~

89. Demolitions.

- (a) General Provisions. No structure or resource within any Historic District shall be demolished and/or removed unless such demolition has been reviewed by the Historic District Commission and a Certificate of Appropriateness for such demolition and/or removal has been granted.
- (b) Procedure and Postponement Orders
1. The Historic District Commission shall hold a public hearing for the purpose of considering Certificates of Appropriateness for demolition or removal. After such hearing, the Historic District Commission may approve the Certificate of Appropriateness authorizing the demolition or may enter an order postponing demolition for up to ninety (90) days.
 2. At the conclusion of such period of postponement as specified in the Historic District Commission's order, the Commission shall within forty-five (45) days thereafter hold a second public hearing to consider whether or not to recommend to the City Council that additional postponement of demolition be ordered.
 3. In the event that the Historic District Commission recommends additional postponement to the City Council, the City Council shall hold a public hearing for the purpose of considering additional postponement of demolition.
 4. After such public hearing, the City Council may enter an order approving the demolition or may enter an order postponing demolition for an additional period not to exceed sixty (60) days from the date of such order. At the conclusion of this final postponement period, the City Council shall hold a public hearing and may either approve the requested demolition or may disapprove such requested demolition. In the event demolition is not approved, no demolition shall occur. For purposes of this Ordinance, the word "demolition" shall include "removal."
- (c) Criteria for Review of Demolitions. The Historic District Commission and City Council shall be guided by the following criteria in considering Certificates of Appropriateness and authorizations for demolition or removal of structures or sites within the Historic District:
1. The purposes and intent of this Ordinance.
 2. The degree to which the proposed removal of the historical resource would damage or destroy the integrity and continuity of the Historic District of which it is a part.
 3. The nature of the resource as a representative type of style of architecture, a socioeconomic development, a historical association, or other element of the original designation criteria applicable to such structure or site.
 4. The condition of the resource from the standpoint of structural integrity and the extent of work necessary to stabilize the structure.

5. The alternatives available to the demolition applicant, including:
 - [a] Donation of the subject structure or site to a public or benevolent agency.
 - [b] Donation of a part of the value of the subject structure or site to a public or benevolent agency, including the conveyance of historical easements.
 - [c] The possibility of sale of the structure or site, or any part thereof, to a prospective purchaser capable of preserving such structure or site.
 - [d] The potential of such structure or site for renovation and its potential for continuing same.
 - [e] The potential of the subject structure or site for rezoning in an effort to render such property more compatible with the physical potential of the structure.
 6. The ability of the subject structure or site to produce a reasonable economic return on investment to its owner; provided however, that it is specifically intended that this factor shall not have exclusive control and effect, but shall be considered along with all other criteria contained in this Section
10. Appeals.
- (a) Any person aggrieved by a decision of the Historic District Commission, excluding postponements as defined in Section 8(b) (1-4), shall have such right of appeal to the Board of Adjustment within ten (10) days from the decision of the Historic District Commission.
 - (b) Aggrieved persons must exhaust all administrative processes before any appeal is valid.
11. Penalty.
- (a) Any person, firm or corporation who violates any provision of this Ordinance shall, upon conviction, be punished by a fine as provided for in Section 440.3(a) of this chapter. A violation exists whenever there is a performance of an act which is prohibited by the provisions of this Ordinance, or a failure to perform an act which is required by this Ordinance. Each day this Ordinance is violated shall be considered a separate offense.
 - (b) In case any building or structure is erected, constructed, externally reconstructed, externally altered, added to or demolished in violation of this Ordinance, the City or any person may institute an appropriate action or proceeding in a court with competent jurisdiction to prevent such unlawful erection, construction, reconstruction, exterior alteration, addition or demolition, and the violating party shall pay all court costs and

expenses, including reasonable attorney's fee, if the court should find in favor of the City or persons suing on behalf of the City to enforce this Ordinance.

12. City Council Approval of Revisions to Preservation Guidelines.)
- (a) Upon receiving or drafting a proposed revision of the Preservation Guidelines, the Historic District Commission shall submit said revisions to the City Council along with a recommendation for approval or disapproval. Said report shall outline efforts made to gather community input from residents of the Historic District as well as summarize such input.
 - (b) Upon City Council receiving said revisions, City Council shall have the duty to review proposed revisions and vote to either approve or disapprove the inclusion of the revisions in the Preservation Guidelines during the next available City Council meeting. The effective date of any approved revisions shall be thirty (30) days from the date the City Council vote on the proposed revisions is recorded.

* * * * *

§ 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
of _____, 2022.

NOT ADOPTED this ____ day
of _____, 2022.

Mayor

Mayor

ATTEST:

City Clerk

ORDINANCE NO. O-2122-31

ITEM NO. 15

STAFF REPORT

ITEM: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING CHAPTER 22 (ZONING ORDINANCE), ARTICLE XI, SPECIFIC DISTRICT REGULATIONS, SECTION 429.3 IN DEFINITIONS DELETING CONSERVATION AND ADDING ORIGINAL, PERIOD OF SIGNIFICANCE, RELOCATION, SECRETARY OF THE INTERIOR STANDARDS OF HISTORIC BUILDINGS; EDITS FOR CONSISTENCY OR CORRECTIVE PURPOSES; ADDED WRITTEN DENIAL REQUIREMENT; ADDED SEVEN DAY NOTICE; EXTENDED TIME LIMIT OF COA FROM SIX MONTHS TO TWELVE MONTHS; RESTRUCTURED EXCEPTIONS TO ADMINISTRATIVE BYPASS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

Council enacted Ordinance No. O-9293-30 on August 10, 1993, establishing the Historic District Ordinance for the City of Norman. The ordinance establishes the Historic District Commission and associated provisions to regulate designated Historic Districts including the development and revision of Historic Preservation Guidelines.

With the adoption of revised Historic Preservation Guidelines in the previous agenda item, it is necessary to update the Historic District Ordinance to reflect those revisions. This also provides an opportunity to correct any errors or issues identified with the Ordinance.

DISCUSSION:

After the Draft Historic Preservation Guidelines were recommended for approval on August 2, 2021 by the Historic District Commission, staff revised the Historic District Ordinance to incorporate necessary revisions to allow for enforcement of the revised Guidelines. Additionally, other revisions were identified by staff and presented to the Commission for consideration. The Commission discussed the proposed revisions to the Historic District Ordinance at their October 4, 2021 meeting and recommended the adoption of the attached Historic District Ordinance. The following provides a summation of the revisions proposed.

SUMMARY OF HISTORIC DISTRICT ORDINANCE REVISIONS

1. Removal of a repetitive definition for the word *conservation* which is defined elsewhere in the Ordinance.
2. Provided definitions of original, period of significance, relocation, Secretary of the Interior Standards.
3. Reorganized sections of the ordinance to provide clarity. For example, two sections discussed the appeals process. The two sections were combined into one section to provide clarity.

4. Requires adjacent property owner letters be sent out at least 7 calendar days prior to the Historic District Meeting. Presently, there is not a specific notice date requirement for adjacent property owner notification letters.
5. Extended the expiration of Certificate of Appropriateness from six months to 12 months. This provides a more reasonable amount of time for applicants to begin projects.
6. Restructured ordinance to allow additional items approvable by the Administrative Bypass process as identified in the Historic Preservation Guidelines.
7. The correction of typos found during the revision process.

CONCLUSION:

Staff presents Ordinance No. O-2122-31 to the Planning Commission for discussion and consideration.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

DECEMBER 9, 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 9th day of December, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Erin Williford (arrived at 6:32 p.m.)
Kevan Parker
Steven McDaniel
Erica Bird
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Anais Starr, Planner II
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Kathryn Walker, City Attorney
Heather Poole, Asst. City Attorney
Jeanne Snider, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

Item No. 15, being:

CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-31 - AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING CHAPTER 22 (ZONING ORDINANCE), ARTICLE XI, SPECIFIC DISTRICT REGULATIONS, SECTION 429.3 IN DEFINITIONS DELETING CONSERVATION AND ADDING ORIGINAL, PERIOD OF SIGNIFICANCE, RELOCATION, SECRETARY OF THE INTERIOR STANDARDS OF HISTORIC BUILDINGS; EDITS FOR CONSISTENCY OR CORRECTIVE PURPOSES; ADDED WRITTEN DENIAL REQUIREMENT; ADDED SEVEN DAY NOTICE; EXTENDED TIME LIMIT OF COA FROM SIX MONTHS TO TWELVE MONTHS; RESTRUCTURED EXCEPTIONS TO ADMINISTRATIVE BYPASS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

ITEMS SUBMITTED FOR THE RECORD:

1. Staff Report
2. October 4, 2021 Historic District Commission Minutes
3. Annotated Ordinance No. O-2122-31

PRESENTATION BY STAFF:

1. Ms. Anais Starr presented the staff report.

Commissioner Bird asked a question about windows.
Ms. Anais Starr responded.

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Dave Boeck moved to recommend adoption of Ordinance No. O-2122-31 to City Council. Erin Williford seconded the motion.

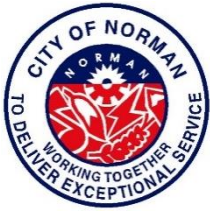
There being no further discussion, a vote on the motion was taken with the following result:

| | |
|----------------|--|
| YEAS | Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck, Sandy Bahan, Michael Jablonski |
| NAYES | None |
| MEMBERS ABSENT | Lark Zink |

The motion, to recommend adoption of Ordinance No. O-2122-31 to City Council, passed by a vote of 7-0.

File Attachments for Item:

9. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-34: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2122-35, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS FROM THREE DOLLARS AND THIRTY-FIVE CENTS (\$3.35) TO FOUR DOLLARS AND TWENTY CENTS (\$4.20) PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS OF WATER, FROM FOUR DOLLARS AND TEN CENTS (\$4.10) TO FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 5,001 AND 15,000 GALLONS, FROM FIVE DOLLARS AND TWENTY CENTS (\$5.20) TO SIX DOLLARS AND FIFTY CENTS (\$6.50) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 15,001 AND 20,000 GALLONS, AND FROM SIX DOLLARS AND EIGHTY CENTS (\$6.80) TO EIGHT DOLLARS AND FIFTY CENTS (\$8.50) PER THOUSAND GALLONS FOR WATER USAGE OVER 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL WATER SERVICE FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE WATER RATES FOR NON-RESIDENTIAL METERED USERS FROM THREE DOLLARS AND EIGHTY CENTS (\$3.80) TO FOUR DOLLARS AND THIRTY-FIVE CENTS (\$4.35) PER THOUSAND GALLONS FOR WATER USAGE UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN AND FROM FOUR DOLLARS AND TWENTY CENTS (\$4.20) TO FOUR DOLLARS AND EIGHTY CENTS (\$4.80) PER THOUSAND GALLONS FOR WATER USAGE EXCEEDING SUCH NON-RESIDENTIAL METERED USER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Chris Mattingly

PRESENTER: Chris Mattingly, Director of Utilities

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-34: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2122-35, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS FROM THREE DOLLARS AND THIRTY-FIVE CENTS (\$3.35) TO FOUR DOLLARS AND TWENTY CENTS (\$4.20) PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS OF WATER, FROM FOUR DOLLARS AND TEN CENTS (\$4.10) TO FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 5,001 AND 15,000 GALLONS, FROM FIVE DOLLARS AND TWENTY CENTS (\$5.20) TO SIX DOLLARS AND FIFTY CENTS (\$6.50) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 15,001 AND 20,000 GALLONS, AND FROM SIX DOLLARS AND EIGHTY CENTS (\$6.80) TO EIGHT DOLLARS AND FIFTY CENTS (\$8.50) PER THOUSAND GALLONS FOR WATER USAGE OVER 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL WATER SERVICE FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE WATER RATES FOR NON-RESIDENTIAL METERED USERS FROM THREE DOLLARS AND EIGHTY CENTS (\$3.80) TO FOUR DOLLARS AND THIRTY-FIVE CENTS (\$4.35) PER THOUSAND GALLONS FOR WATER USAGE UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN AND FROM FOUR DOLLARS AND TWENTY CENTS (\$4.20) TO FOUR DOLLARS AND EIGHTY CENTS (\$4.80) PER THOUSAND GALLONS FOR WATER USAGE EXCEEDING SUCH NON-RESIDENTIAL METERED USER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The City of Norman receives revenues from water customers through monthly billing based on approved water rates. In accordance with the City Charter, water rates are only modified through a public vote. The last rate increase was approved in January 2015 and provided funding for the following projects:

| PROJECT | PROP. COST (\$, in millions) | ACTUAL COST (\$, in millions) | STATUS |
|--|---------------------------------|----------------------------------|--------------------|
| Water Treatment Plant Phase II Improvements | 31.0 | 36.2 | Complete |
| Groundwater Blending | 2.0 | 0 | Insufficient Funds |
| Additional Groundwater Supply of 2 Million Gallons per Day | 9.0 | 11.0 | Complete |
| Land Purchase | 2.0 | 0 | Land Unavailable |
| Water Line Replacements | 3.0 | 15.8 | Complete |
| TOTAL | 47.0 | 63.0 | |

The funded projects from the 2015 rate increase were completed except for two projects. The groundwater blending project was not fully funded within the last rate increase and is still a proposed capital project and is discussed further in this memo. A site has been identified for the purchase of land for the groundwater treatment plant and negotiations are underway. Since the completion of these past projects, additional needs have arisen and are discussed further below.

1. GROUNDWATER SYSTEM DISINFECTION

The Norman water system is supplied by water from three sources: the water treatment plant which receives water from Lake Thunderbird, the groundwater well system, and the Oklahoma City wholesale connection. Water from the water treatment plant and the Oklahoma City wholesale connection are from surface water sources and therefore are required to have a disinfectant residual. Water from the groundwater system has not historically and does not currently have disinfection or a disinfectant residual since groundwater systems are not required to have a disinfectant residual. However, since the system is a combined surface water and groundwater system, the Oklahoma Department of Environmental Quality is requiring that Norman begin adding a disinfectant to the groundwater system so that a chlorine residual of 1.0 parts per million (ppm) meeting Oklahoma Administrative Code 252:631-3-3 (d) (5) is maintained throughout the entire distribution system. To meet this mandate, a capital project is proposed to build a centralized facility to collect groundwater for disinfection and future treatment should regulations become more stringent. This project will include the construction of the facility containing buildings, chemical systems, tanks, pump station, and required piping to get the water to the facility.

2. ADVANCED WATER METERING

The Advanced Water Metering project will replace approximately 41,000 meters and install new meters with electronic transmitters that will regularly transmit wirelessly recorded water usage. The majority of existing water meters have reached the end of their recommended life warranting replacement and the conversion to this advanced metering has become an industry standard with newer technology due to the numerous benefits that result from the system. Benefits anticipated from this project include:

- Improved customer satisfaction through accurate water bills;
- Better water use management for customers;
- Leak notifications;
- Water conservation advances with the additional data;
- More efficient use of City staff; and
- Reduced energy from vehicles use and water pumping.

3. *WATER LINE REPLACEMENT*

The water system is comprised of over 630 miles of water lines with over half of these pipes made of cast or ductile iron. Due to soil conditions in Norman, these metal lines have shown an increased rate of failure which impacts service to our customers. Repairs for failures in an emergency manner are also very cost-inefficient compared to replacement projects in advance of failures. Additional funds for this work will improve service reliability and reduce operating costs in the long-term financial outlook.

4. *INCREASED OPERATIONAL COSTS*

Operating costs of power, gas, chemicals, and numerous other costs necessary for treating and pumping water and operating the water system continue to increase. Additional funds are required to operate the system in light of increasing costs.

The NUA hired Raftelis to complete an analysis of the water fund and its revenue sources and anticipated expenditures including the above items. This analysis included an evaluation of water connection fees and water rates. A water connection fee increased based on future growth projects was determined to be warranted. However, the groundwater system disinfection project, the advanced water metering project, additional water line replacements, and increased operating costs are not growth related items so connection fees cannot be used for these items.

Regarding proposed water rate increases, Raftelis presented three rate increase alternatives to Council during a study session on December 7, 2021 to generate an additional \$4.7 million annually to provide the required funding. The three alternatives presented were:

1. Increase of base fee and volume rates evenly;
2. Staff-calculated base fee and volume rates; and
3. Larger increase of base fee and smaller increase of volume rates.

Council/NUA discussed the advantages/benefits of the different alternatives but ultimately determined that Alternative 1 was the best option to move forward.

DISCUSSION: Ordinance No. O-2122-34 amends the water rates contingent on voter approval. Ordinance No. O- 2122-35 calls for an election to be held on April 5, 2022, for voters to approve

or reject O-2122-34. The proposed rate increases for residential customers as outlined within Ordinance No. O- 2122-34 are briefly shown in the following table.

| Description | Existing Rates | Proposed Rates |
|--|----------------|----------------|
| Monthly Water Service Charge, \$ per bill* | | |
| All Customers | \$7.50 | \$9.30 |
| Volume Rates, \$ per 1,000 gallons | | |
| Block 1 (0 - 5,000 gallons) | \$3.35 | \$4.20 |
| Block 2 (5,001 – 15,000) | \$4.10 | \$5.15 |
| Block 3 (15,001 – 20,000) | \$5.20 | \$6.50 |
| Block 4 (20,001 and more) | \$6.80 | \$8.50 |
| <i>*Includes \$1.50 monthly capital improvement charge (CIC) which is NOT modified by the proposed rate increase</i> | | |

The proposed rate increases for non-residential customers as outlined within Ordinance No. O- 2122-34 are briefly shown in the following table.

| Description | Existing Rates | Proposed Rates |
|---|----------------|----------------|
| Monthly Water Service Charge, \$ per bill* | | |
| All Customers | \$6.00 | \$7.80 |
| Volume Rates, \$ per 1,000 gallons | | |
| Average Winter Consumption (AWC) | \$3.80 | \$4.35 |
| Above AWC | \$4.20 | \$4.80 |
| <i>*Does not include the monthly capital improvement charge (CIC) which is calculated at 60 percent of the billed sewer revenue and is NOT modified by the proposed rate increase</i> | | |

The next available election date is April 5, 2022. If the rates are adopted by the citizens they will go into effect June 1, 2022.

RECOMMENDATION: The proposed rates in Ordinance No. O-2122-34 are the result of NUA/Council's discussion and represent rates designed to cover necessary capital and operation expenses associated with planned improvements. Ordinance O-2122-35 calls a Special Election for a public vote on these rates on April 5, 2022. Staff recommends approval of Ordinances Nos. O-2122-34 and O-2122-35 upon Second and Final Reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2122-35, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS FROM THREE DOLLARS AND THIRTY-FIVE CENTS (\$3.35) TO FOUR DOLLARS AND TWENTY CENTS (\$4.20) PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS OF WATER, FROM FOUR DOLLARS AND TEN CENTS (\$4.10) TO FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 5,001 AND 15,000 GALLONS, FROM FIVE DOLLARS AND TWENTY CENTS (\$5.20) TO SIX DOLLARS AND FIFTY CENTS (\$6.50) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 15,001 AND 20,000 GALLONS, AND FROM SIX DOLLARS AND EIGHTY CENTS (\$6.80) TO EIGHT DOLLARS AND FIFTY CENTS (\$8.50) PER THOUSAND GALLONS FOR WATER USAGE OVER 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL WATER SERVICE FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE WATER RATES FOR NON-RESIDENTIAL METERED USERS FROM THREE DOLLARS AND EIGHTY CENTS (\$3.80) TO FOUR DOLLARS AND THIRTY-FIVE CENTS (\$4.35) PER THOUSAND GALLONS FOR WATER USAGE UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN AND FROM FOUR DOLLARS AND TWENTY CENTS (\$4.20) TO FOUR DOLLARS AND EIGHTY CENTS (\$4.80) PER THOUSAND GALLONS FOR WATER USAGE EXCEEDING SUCH NON-RESIDENTIAL METERED USER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the rates for water service provided in the City of Norman and currently in effect in the City were last increased on January 13, 2015; and
- § 2. WHEREAS, the Oklahoma Department of Environmental Quality has mandated that the City of Norman begin disinfection of groundwater in order to maintain chlorine residual throughout the distribution system thereby necessitating the construction of a centralized facility with chemical systems, piping, pumps and tanks to meet this requirement, which will also allow for the incorporation of future treatment processes should more stringent future regulations require additional treatment of groundwater; and

O-2122-34
Clean

- § 3. WHEREAS, the City desires to purchase and install new advanced meters that will timely and accurately measure water usage for customers to allow for accurate water billing, which will improve customer satisfaction and allow our customers to better manage their water usage, while also allowing the City to improve water conservation efforts, more efficiently use staff, and measure water service in a more environmentally friendly manner; and
- §4. WHEREAS, the City proposes to increase funding for the replacement of water mains, since the City's water system is comprised of approximately 630 miles of transmission and distribution mains, and over half of these mains are cast or ductile iron which experiences increased failures compared to other pipe materials due to soil corrosion, and their emergency repair is extremely inefficient and costly compared to scheduled replacement projects; and
- §5. WHEREAS, since the last rate increase in 2015, operational costs have continued to increase; and
- §6. WHEREAS, the rates for water service must be increased in order for the necessary improvements to be accomplished and continued operation of the City of Norman's water system; and

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

- §7. That should the voters approve the rate increase in water service set out in Ordinance No. O-2122-35, then Section 21-113 of Chapter 21 of the Code of Ordinances of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

Sec. 21-113. Rates for water service.

- (a) The water rates and charges hereinafter enumerated shall be collected for the purposes of providing funds for the continued operation, improvement, servicing and maintenance of the City water system and for other municipal governmental purposes related to providing utility services.
- (b) The following monthly rates shall apply to each residential metered user (including residence, mobile home, or other single-family dwelling unit, apartment, townhouse or dwelling):
- (1) \$7.80 base fee;

- (2) \$4.20 per one thousand (1,000) gallons for 0 to 5,000 gallons;
 - (3) \$5.15 per one thousand (1,000) gallons for 5,001 to 15,000 gallons;
 - (4) \$6.50 per one thousand (1,000) gallons for 15,001 to 20,000 gallons;
 - (5) \$8.50 per one thousand (1,000) gallons for over 20,000 gallons.
- (c) The base rate and the first five thousand (5,000) gallons of usage for residential metered users under subsection (b) above, who are low income as defined by Section 8 of the Housing Act of 1937, amended by the Housing and Community Development Act of 1974, will be calculated at a reduction of twenty-five (25) percent.
- (d) In addition to the monthly rates set forth herein, all households (defined as a residential unit consistent with the purposes statement of R-1 and RI-A zoning districts) shall be assessed a high usage surcharge of thirty-five cents (\$0.35) per thousand gallons of usage over twenty thousand (20,000) gallons used during the peak water demand months of July and August (billed in August and September, respectively).
- (e) The following monthly rates shall apply to each non-residential metered user (including business, industrial, or commercial establishments):
- (1) Average winter consumption: the average of a non-residential metered user's water consumption for the monthly billings generated by the City of Norman in December, January, and February of the most recent year.
 - (2) All non-residential metered users shall pay a base fee of six dollars (\$7.80) for each water meter.
 - (3) The water rate for consumption up to a non-residential metered user's average winter consumption shall be three dollars and eighty cents (\$4.35) per one thousand (1,000) gallons of water.
 - (4) The water rate for consumption exceeding a non-residential metered user's average winter consumption shall be four dollars and twenty cents (\$4.80) per one thousand (1,000) gallons of water.
- § 8. Effective date. The rates described above shall be effective for all billings issued on or after the 1st day of June, 2022, and thereafter conditioned upon said rate increase being approved

O-2122-34
Clean

by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 5th day of April, 2022.

- § 9. 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 _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

Mayor

Mayor

ATTEST:

City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2122-35, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS FROM THREE DOLLARS AND THIRTY-FIVE CENTS (\$3.35) TO FOUR DOLLARS AND TWENTY CENTS (\$4.20) PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS OF WATER, FROM FOUR DOLLARS AND TEN CENTS (\$4.10) TO FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 5,001 AND 15,000 GALLONS, FROM FIVE DOLLARS AND TWENTY CENTS (\$5.20) TO SIX DOLLARS AND FIFTY CENTS (\$6.50) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 15,001 AND 20,000 GALLONS, AND FROM SIX DOLLARS AND EIGHTY CENTS (\$6.80) TO EIGHT DOLLARS AND FIFTY CENTS (\$8.50) PER THOUSAND GALLONS FOR WATER USAGE OVER 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL WATER SERVICE FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE WATER RATES FOR NON-RESIDENTIAL METERED USERS FROM THREE DOLLARS AND EIGHTY CENTS (\$3.80) TO FOUR DOLLARS AND THIRTY-FIVE CENTS (\$4.35) PER THOUSAND GALLONS FOR WATER USAGE UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN AND FROM FOUR DOLLARS AND TWENTY CENTS (\$4.20) TO FOUR DOLLARS AND EIGHTY CENTS (\$4.80) PER THOUSAND GALLONS FOR WATER USAGE EXCEEDING SUCH NON-RESIDENTIAL METERED USER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the rates for water service provided in the City of Norman and currently in effect in the City were last increased on January 13, 2015; and
- § 2. WHEREAS, the Oklahoma Department of Environmental Quality has mandated that the City of Norman begin disinfection of groundwater in order to maintain chlorine residual throughout the distribution system thereby necessitating the construction of a centralized facility with chemical systems, piping, pumps and tanks to meet this requirement, which will also allow for the incorporation of future treatment processes should more stringent future regulations require additional treatment of groundwater; and

O-2122-34
Annotated

- § 3. WHEREAS, the City desires to purchase and install new advanced meters that will timely and accurately measure water usage for customers to allow for accurate water billing, which will improve customer satisfaction and allow our customers to better manage their water usage, while also allowing the City to improve water conservation efforts, more efficiently use staff, and measure water service in a more environmentally friendly manner; and
- §4. WHEREAS, the City proposes to increase funding for the replacement of water mains, since the City's water system is comprised of approximately 630 miles of transmission and distribution mains, and over half of these mains are cast or ductile iron which experiences increased failures compared to other pipe materials due to soil corrosion, and their emergency repair is extremely inefficient and costly compared to scheduled replacement projects; and
- §5. WHEREAS, since the last rate increase in 2015, operational costs have continued to increase; and
- §6. WHEREAS, the rates for water service must be increased in order for the necessary improvements to be accomplished and continued operation of the City of Norman's water system; and

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

- §7. That should the voters approve the rate increase in water service set out in Ordinance No. O-2122-35, then Section 21-113 of Chapter 21 of the Code of Ordinances of the City of Norman, Oklahoma, shall be and is hereby amended to read as follows:

Sec. 21-113. Rates for water service.

- (a) The water rates and charges hereinafter enumerated shall be collected for the purposes of providing funds for the continued operation, improvement, servicing and maintenance of the City water system and for other municipal governmental purposes related to providing utility services.
- (b) The following monthly rates shall apply to each residential metered user (including residence, mobile home, or other single-family dwelling unit, apartment, townhouse or dwelling):
- (1) ~~\$6.00~~ \$7.80 base fee;

- (2) ~~\$3.35~~ \$4.20 per one thousand (1,000) gallons for 0 to 5,000 gallons;
 - (3) ~~\$4.10~~ \$5.15 per one thousand (1,000) gallons for 5,001 to 15,000 gallons;
 - (4) ~~\$5.20~~ \$6.50 per one thousand (1,000) gallons for 15,001 to 20,000 gallons;
 - (5) ~~\$6.80~~ \$8.50 per one thousand (1,000) gallons for over 20,000 gallons.
- (c) The base rate and the first five thousand (5,000) gallons of usage for residential metered users under subsection (b) above, who are low income as defined by Section 8 of the Housing Act of 1937, amended by the Housing and Community Development Act of 1974, will be calculated at a reduction of twenty-five (25) percent.
- (d) In addition to the monthly rates set forth herein, all households (defined as a residential unit consistent with the purposes statement of R-1 and RI-A zoning districts) shall be assessed a high usage surcharge of thirty-five cents (\$0.35) per thousand gallons of usage over twenty thousand (20,000) gallons used during the peak water demand months of July and August (billed in August and September, respectively).
- (e) The following monthly rates shall apply to each non-residential metered user (including business, industrial, or commercial establishments):
- (1) Average winter consumption: the average of a non-residential metered user's water consumption for the monthly billings generated by the City of Norman in December, January, and February of the most recent year.
 - (2) All non-residential metered users shall pay a base fee of six dollars ~~-\$6.00~~ (\$7.80) for each water meter.
 - (3) The water rate for consumption up to a non-residential metered user's average winter consumption shall be three dollars and eighty cents (~~\$3.80~~ \$4.35) per one thousand (1,000) gallons of water.
 - (4) The water rate for consumption exceeding a non-residential metered user's average winter consumption shall be four dollars and twenty cents (~~\$4.20~~ \$4.80) per one thousand (1,000) gallons of water.
- § 8. Effective date. The rates described above shall be effective for all billings issued on or after the 1st day of June, 2022, and thereafter conditioned upon said rate increase being approved

O-2122-34
Annotated

by a majority of the registered voters voting in an election called for the purpose of approving or rejecting said rates; Said election to be held on the 5th day of April, 2022.

- § 9. 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 _____, 2022.

NOT ADOPTED this _____ day
of _____, 2022.

Mayor

Mayor

ATTEST:

City Clerk

File Attachments for Item:

10. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-35: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 5TH DAY OF APRIL, 2022, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2122-34, WHICH ORDINANCE AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2122-35, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS FROM THREE DOLLARS AND THIRTY-FIVE CENTS (\$3.35) TO FOUR DOLLARS AND TWENTY CENTS (\$4.20) PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS OF WATER, FROM FOUR DOLLARS AND TEN CENTS (\$4.10) TO FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 5,001 AND 15,000 GALLONS, FROM FIVE DOLLARS AND TWENTY CENTS (\$5.20) TO SIX DOLLARS AND FIFTY CENTS (\$6.50) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 15,001 AND 20,000 GALLONS, AND FROM SIX DOLLARS AND EIGHTY CENTS (\$6.80) TO EIGHT DOLLARS AND FIFTY CENTS (\$8.50) PER THOUSAND GALLONS FOR WATER USAGE OVER 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL WATER SERVICE FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE WATER RATES FOR NON-RESIDENTIAL METERED USERS FROM THREE DOLLARS AND EIGHTY CENTS (\$3.80) TO FOUR DOLLARS AND THIRTY-FIVE CENTS (\$4.35) PER THOUSAND GALLONS FOR WATER USAGE UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN AND FROM FOUR DOLLARS AND TWENTY CENTS (\$4.20) TO FOUR DOLLARS AND EIGHTY CENTS (\$4.80) PER THOUSAND GALLONS FOR WATER USAGE EXCEEDING SUCH NON-RESIDENTIAL METERED USER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Chris Mattingly

PRESENTER: Chris Mattingly, Director of Utilities

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-35: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 5TH DAY OF APRIL, 2022, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE O-2122-34, WHICH ORDINANCE AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2122-35, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS FROM THREE DOLLARS AND THIRTY-FIVE CENTS (\$3.35) TO FOUR DOLLARS AND TWENTY CENTS (\$4.20) PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS OF WATER, FROM FOUR DOLLARS AND TEN CENTS (\$4.10) TO FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 5,001 AND 15,000 GALLONS, FROM FIVE DOLLARS AND TWENTY CENTS (\$5.20) TO SIX DOLLARS AND FIFTY CENTS (\$6.50) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 15,001 AND 20,000 GALLONS, AND FROM SIX DOLLARS AND EIGHTY CENTS (\$6.80) TO EIGHT DOLLARS AND FIFTY CENTS (\$8.50) PER THOUSAND GALLONS FOR WATER USAGE OVER 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL WATER SERVICE FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE WATER RATES FOR NON-RESIDENTIAL METERED USERS FROM THREE DOLLARS AND EIGHTY CENTS (\$3.80) TO FOUR DOLLARS AND THIRTY-FIVE CENTS (\$4.35) PER THOUSAND GALLONS FOR WATER USAGE UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN AND FROM FOUR DOLLARS AND TWENTY CENTS (\$4.20) TO FOUR DOLLARS AND EIGHTY CENTS (\$4.80) PER THOUSAND GALLONS FOR WATER USAGE EXCEEDING SUCH NON-RESIDENTIAL METERED USER'S AVERAGE WINTER

CONSUMPTION AS DEFINED HEREIN; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

BACKGROUND:

The City of Norman receives revenues from water customers through monthly billing based on approved water rates. In accordance with the City Charter, water rates are only modified through a public vote. The last rate increase was approved in January 2015 and provided funding for the following projects:

| PROJECT | PROP. COST (\$, in millions) | ACTUAL COST (\$, in millions) | STATUS |
|--|---------------------------------|----------------------------------|--------------------|
| Water Treatment Plant Phase II Improvements | 31.0 | 36.2 | Complete |
| Groundwater Blending | 2.0 | 0 | Insufficient Funds |
| Additional Groundwater Supply of 2 Million Gallons per Day | 9.0 | 11.0 | Complete |
| Land Purchase | 2.0 | 0 | Land Unavailable |
| Water Line Replacements | 3.0 | 15.8 | Complete |
| TOTAL | 47.0 | 63.0 | |

The funded projects from the 2015 rate increase were completed except for two projects. The groundwater blending project was not fully funded within the last rate increase and is still a proposed capital project and is discussed further in this memo. A site has been identified for the purchase of land for the groundwater treatment plant and negotiations for acquisition are underway. Since the completion of these past projects, additional needs have arisen and are discussed further below.

1. GROUNDWATER SYSTEM DISINFECTION

The Norman water system is supplied by water from three sources: the water treatment plant which receives water from Lake Thunderbird, the groundwater well system, and the Oklahoma City wholesale connection. Water from the water treatment plant and the Oklahoma City wholesale connection are from surface water sources and therefore are required to have a disinfectant residual. Water from the groundwater system has not historically and does not currently have disinfection or a disinfectant residual since groundwater systems are not required to have a disinfectant residual. However, since the system is a combined surface water and groundwater system, the Oklahoma Department of Environmental Quality is requiring that Norman begin adding a disinfectant to the groundwater system so that a chlorine residual of 1.0 parts per million (ppm) meeting Oklahoma Administrative Code 252:631-3-3 (d) (5) is maintained throughout the entire distribution system. To meet this mandate, a capital project is proposed to build a centralized facility to collect groundwater for disinfection and future treatment should regulations become more stringent. This project will include the construction of the facility containing buildings, chemical systems, tanks, pump station, and required piping to get the water

to the facility.

2. *ADVANCED WATER METERING*

The Advanced Water Metering project will replace approximately 41,000 meters and install new meters with electronic transmitters that will regularly transmit wirelessly recorded water usage. The majority of existing water meters have reached the end of their recommended life warranting replacement and the conversion to this advanced metering has become an industry standard with newer technology due to the numerous benefits that result from the system. Benefits anticipated from this project include:

- Improved customer satisfaction through accurate water bills;
- Better water use management for customers;
- Leak notifications;
- Water conservation advances with the additional data;
- More efficient use of City staff; and
- Reduced energy from vehicles use and water pumping.

3. *WATER LINE REPLACEMENT*

The water system is comprised of over 630 miles of water lines with over half of these pipes made of cast or ductile iron. Due to soil conditions in Norman, these metal lines have shown an increased rate of failure which impacts service to our customers. Repairs for failures in an emergency manner are also very cost-inefficient compared to replacement projects in advance of failures. Additional funds for this work will improve service reliability and reduce operating costs in the long-term financial outlook.

4. *INCREASED OPERATIONAL COSTS*

Operating costs of power, gas, chemicals, and numerous other costs necessary for treating and pumping water and operating the water system continue to increase. Additional funds are required to operate the system in light of increasing costs.

The NUA hired Raftelis to complete an analysis of the water fund and its revenue sources and anticipated expenditures including the above items. This analysis included an evaluation of water connection fees and water rates. A water connection fee increased based on future growth projects was determined to be warranted. However, the groundwater system disinfection project, the advanced water metering project, additional water line replacements, and increased operating costs are not growth related items so connection fees cannot be used for these items.

Regarding proposed water rate increases, Raftelis presented three rate increase alternatives to Council during a study session on December 7, 2021 to generate an additional \$4.7 million annually to provide the required funding. The three alternatives presented were:

1. Increase of base fee and volume rates evenly;
2. Staff-calculated base fee and volume rates; and
3. Larger increase of base fee and smaller increase of volume rates.

Council/NUA discussed the advantages/benefits of the different alternatives but ultimately determined that Alternative 1 was the best option to move forward.

DISCUSSION: Ordinance No. O-2122-34 amends the water rate structure contingent on voter approval. Ordinance No. O- 2122-35 calls for an election to be held on April 5, 2022, for voters to approve or reject O-2122-34. The proposed rate increases for residential customers as outlined within Ordinance No. O- 2122-34 are briefly shown in the following table.

| Description | Existing Rates | Proposed Rates |
|--|----------------|----------------|
| Monthly Water Service Charge, \$ per bill* | | |
| All Customers | \$7.50 | \$9.30 |
| Volume Rates, \$ per 1,000 gallons | | |
| Block 1 (0 - 5,000 gallons) | \$3.35 | \$4.20 |
| Block 2 (5,001 – 15,000) | \$4.10 | \$5.15 |
| Block 3 (15,001 – 20,000) | \$5.20 | \$6.50 |
| Block 4 (20,001 and more) | \$6.80 | \$8.50 |
| <i>*Includes \$1.50 monthly capital improvement charge (CIC) which is NOT modified by the proposed rate increase</i> | | |

The proposed rate increases for non-residential customers as outlined within Ordinance No. O-2122-34 are briefly shown in the following table.

| Description | Existing Rates | Proposed Rates |
|---|----------------|----------------|
| Monthly Water Service Charge, \$ per bill* | | |
| All Customers | \$6.00 | \$7.80 |
| Volume Rates, \$ per 1,000 gallons | | |
| Average Winter Consumption (AWC) | \$3.80 | \$4.35 |
| Above AWC | \$4.20 | \$4.80 |
| <i>*Does not include the monthly capital improvement charge (CIC) which is calculated at 60 percent of the billed sewer revenue and is NOT modified by the proposed rate increase</i> | | |

The next available election date is April 5, 2022. If the rates are adopted by the citizens they will go into effect June 1, 2022.

RECOMMENDATION: The proposed rates in Ordinance No. O-2122-34 are the result of NUA/Council's discussion and represent rates designed to cover necessary capital and operation expenses associated with planned improvements. Ordinance O-2122-35 calls a Special Election for a public vote on these rates on April 5, 2022. Staff recommends approval of Ordinances Nos. O-2122-34 and O-2122-35 upon Second and Final Reading.

O-2122-35

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE CALLING AND HOLDING OF A SPECIAL ELECTION IN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, ON THE 5TH DAY OF APRIL, 2022, FOR THE PURPOSE OF SUBMITTING TO THE REGISTERED VOTERS OF THE CITY OF NORMAN THE QUESTION OF APPROVING OR REJECTING ORDINANCE NO. O-2122-34, WHICH ORDINANCE AMENDING SECTION 21-113 OF CHAPTER 21 OF THE CODE OF ORDINANCES OF THE CITY OF NORMAN, OKLAHOMA, CONTINGENT ON VOTER APPROVAL OF ORDINANCE NO. O-2122-35, INCREASING THE MONTHLY BASE FEE FOR RESIDENTIAL METERED USERS FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE MONTHLY WATER RATES FOR RESIDENTIAL METERED USERS FROM THREE DOLLARS AND THIRTY-FIVE CENTS (\$3.35) TO FOUR DOLLARS AND TWENTY CENTS (\$4.20) PER THOUSAND GALLONS FOR THE FIRST 5,000 GALLONS OF WATER, FROM FOUR DOLLARS AND TEN CENTS (\$4.10) TO FIVE DOLLARS AND FIFTEEN CENTS (\$5.15) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 5,001 AND 15,000 GALLONS, FROM FIVE DOLLARS AND TWENTY CENTS (\$5.20) TO SIX DOLLARS AND FIFTY CENTS (\$6.50) PER THOUSAND GALLONS FOR WATER USAGE BETWEEN 15,001 AND 20,000 GALLONS, AND FROM SIX DOLLARS AND EIGHTY CENTS (\$6.80) TO EIGHT DOLLARS AND FIFTY CENTS (\$8.50) PER THOUSAND GALLONS FOR WATER USAGE OVER 20,000 GALLONS; INCREASING THE MONTHLY BASE FEE FOR NON-RESIDENTIAL WATER SERVICE FROM SIX DOLLARS (\$6.00) TO SEVEN DOLLARS AND EIGHTY CENTS (\$7.80); INCREASING THE WATER RATES FOR NON-RESIDENTIAL METERED USERS FROM THREE DOLLARS AND EIGHTY CENTS (\$3.80) TO FOUR DOLLARS AND THIRTY-FIVE CENTS (\$4.35) PER THOUSAND GALLONS FOR WATER USAGE UP TO SUCH CUSTOMER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN AND FROM FOUR DOLLARS AND TWENTY CENTS (\$4.20) TO FOUR DOLLARS AND EIGHTY CENTS (\$4.80) PER THOUSAND GALLONS FOR WATER USAGE EXCEEDING SUCH NON-RESIDENTIAL METERED USER'S AVERAGE WINTER CONSUMPTION AS DEFINED HEREIN; PROVIDING AN EFFECTIVE DATE FOR SAID INCREASE SUBJECT TO VOTER APPROVAL; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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

O-2122-35

- § 1. Proposition. That the Mayor of the City of Norman, Oklahoma, or in his or her absence or incapacity, the duly qualified Mayor Pro Tem, be and hereby is authorized and directed to call a special election to be held in the City of Norman, Oklahoma, on the 5th day of April, 2022, for the purpose of submitting to the registered, qualified voters of said City of Norman, Oklahoma, for their approval or rejection the following proposition:

Shall Ordinance No. O-2122-34 amending Section 21-113 of the City of Norman, Oklahoma Ordinances, increasing the monthly base fee for residential metered users from \$6.00 to \$7.80; increasing the monthly water rates for residential metered users from \$3.35 to \$4.20 per thousand gallons for the first 5,000 gallons of water, from \$4.10 to \$5.15 per thousand gallons for water usage between 5,001 and 15,000 gallons, from \$5.20 to \$6.50 per thousand gallons for water usage between 15,001 and 20,000 gallons, and from \$6.80 to \$8.50 per thousand gallons for water usage over 20,000 gallons; increasing the monthly base fee for non-residential water service from \$6.00 to \$7.80; increasing the water rates for non-residential metered users from \$3.80 to \$4.35 per thousand gallons for water usage up to such customer's average winter consumption and from \$4.20 to \$4.80 per thousand gallons for water usage exceeding such non-residential metered user's average winter consumption; be approved?

- § 2. That such call for said election shall be by Special Election Proclamation and Notice, signed by the Mayor or Mayor Pro Tem and attested to by the City Clerk, setting forth the proposition to be voted on; that the ballots set forth in the proposition be voted upon substantially as set out in Section 1 hereof; and that the returns of said election shall be made to and canvassed by the Cleveland County Election Board.
- § 3. That the number and location of the polling places and the persons who conduct the elections shall be the same as the regular polling places and persons prescribed and selected by the Cleveland County Election Board for elections in the City of Norman, Oklahoma.
- §4. That the Special Election Proclamation and Notice of event date, a copy of which is on file with the City Clerk and which is incorporated herein by reference, calling such a special election, is hereby approved in all respects, and that the Mayor or Mayor Pro Tem is hereby authorized to execute said special election proclamation on behalf of the City, and the City Clerk is hereby authorized to attest and affix the seal of said City to said Special Election Proclamation and Notice and cause a copy of said Special Election Proclamation and Notice to be published as required by law, and a copy thereof delivered to the Cleveland County Election Board.
- §5. That the City Clerk shall serve or cause to be served, a copy of this Ordinance and a copy of

O-2122-35

the Special Election Proclamation and Notice of Election upon the office of the Cleveland County Election Board, not less than sixty (60) days prior to the date of the election.

ADOPTED this _____ day
of _____, 2022.

Mayor

ATTEST:

NOT ADOPTED this _____ day
of _____, 2022.

Mayor

City Clerk

SPECIAL ELECTION PROCLAMATION AND NOTICE OF ELECTION

Under and by virtue of the Statutes of the State of Oklahoma and acts complimentary, supplementary and enacted pursuant thereto, and Ordinance No. O-2122-35 dated January 25, 2022, authorizing the calling of an election on the Propositions hereinafter set forth, I, the undersigned Mayor of the City of Norman, Oklahoma, hereby call a special election and give notice thereof to be held in the City of Norman, Oklahoma, on the 5th day of April, 2022 for the purpose of submitting to the registered qualified voters in said City the following Proposition:

PROPOSITION I

Shall Ordinance No.O-2122-34 amending Section 21-113 of the City of Norman, Oklahoma Ordinances, increasing the monthly base fee for residential metered users from \$6.00 to \$7.80; increasing the monthly water rates for residential metered users from \$3.35 to \$4.20 per thousand gallons for the first 5,000 gallons of water, from \$4.10 to \$5.15 per thousand gallons for water usage between 5,001 and 15,000 gallons, from \$5.20 to \$6.50 per thousand gallons for water usage between 15,001 and 20,000 gallons, and from \$6.80 to \$8.50 per thousand gallons for water usage over 20,000 gallons; increasing the monthly base fee for non-residential water service from \$6.00 to \$7.80; increasing the water rates for non-residential metered users from \$3.80 to \$4.35 per thousand gallons for water usage up to such customer's average winter consumption and from \$4.20 to \$4.80 per thousand gallons for water usage exceeding such non-residential metered user's average winter consumption; be approved?

The ballot used at said election shall set out the Proposition as above set forth and shall also contain the words:

| | | | |
|-----------------|--------------------------|-----|---------------------------------|
| 1 st | <input type="checkbox"/> | YES | - FOR THE ABOVE PROPOSITION |
| 2 nd | <input type="checkbox"/> | NO | - AGAINST THE ABOVE PROPOSITION |

(If the voter desires to vote for the above Proposition, he shall mark the ballot accordingly; if he desires to vote against the above Proposition, he shall mark the ballot accordingly.)

That only the registered qualified voters of the City of Norman, Oklahoma, may vote upon the Propositions as above set forth.

The polls shall be opened at 7:00 o'clock a.m. and shall remain open continuously until and be closed at 7:00 p.m.

The special election shall be held at the same places and in the same manner prescribed by law for conducting county and state elections and the numbers and locations of the polling places and the persons who shall conduct said election shall be the same as for county and state elections, all as respectively designated and prescribed by the County Election Board of Cleveland County, Oklahoma.

WITNESS my hand as Mayor of the City of Norman, Oklahoma, and the Seal of said City affixed hereto on the ____ day of _____, 2022.

Mayor

(SEAL)

ATTEST:

City Clerk

File Attachments for Item:

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

NORMAN REGIONAL HOSPITAL AUTHORITY

TERM: 10-31-21 TO 10-31-24: MARY WOMACK, WARD 5

TERM: 10-31-21 TO 10-31-24: DR. MUHAMMAD ANWAR, WARD 8

TERM: 10-31-21 TO 10-31-24: DR. DIANNE CHAMBERS, WARD 3



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

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

NORMAN REGIONAL HOSPITAL AUTHORITY

TERM: 10-31-21 TO 10-31-24: MARY WOMACK, WARD 5

TERM: 10-31-21 TO 10-31-24: DR. MUHAMMAD ANWAR, WARD 8

TERM: 10-31-21 TO 10-31-24: DR. DIANNE CHAMBERS, WARD 3

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

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 NOVEMBER, 2021.

City of Norman



Monthly Departmental Report

November 2021

MONTHLY PROGRESS

TABLE OF CONTENTS
MONTHLY PROGRESS REPORTS

Item 12.

| | |
|--|------------|
| City Clerk | 1 |
| City Manager | 2 |
| NORMAN FORWARD | 2A |
| Finance | 3 |
| Accounting | 3A |
| City Revenue Reports | 3B |
| Utility | 3C |
| Fire | 4 |
| Human Resources | 5 |
| Information Technology | 6 |
| Legal | 7 |
| Municipal Court | 8 |
| Parks | 9 |
| Westwood/Norman Municipal Authority | 9A |
| Facility Maintenance | 9B |
| Planning and community Development | 10 |
| Police | 11 |
| Animal Control | 11A |
| Public Works | 12 |
| Utilities | 13 |

CITY CLERK 1

CITY CLERK
MONTHLY PROGRESS REPORT
November 2021
ACTION CENTER

| DEPARTMENT | CALLS | CALLS YTD | ADDITIONAL CONTACTS | ADDITIONAL CONTACTS YTD |
|----------------------------|--------------|------------------|--------------------------------|------------------------------------|
| Animal Welfare | 8 | 22 | 0 | 13 |
| Bus Service | 0 | 3 | 0 | 0 |
| CDBG | 16 | 39 | 0 | 7 |
| City Clerk | 41 | 382 | 0 | 55 |
| City Manager/Mayor | 7 | 29 | 2 | 16 |
| City Wide Garage Sale | 0 | 205 | 0 | 6 |
| Code Enforcement | 16 | 212 | 0 | 23 |
| Finance | 4 | 100 | 0 | 3 |
| Fire/Civil Defense | 2 | 10 | 0 | 1 |
| Human Resources | 3 | 14 | 0 | 0 |
| I.T. | 11 | 32 | 0 | 0 |
| Legal | 2 | 23 | 0 | 5 |
| Line Maintenance | 10 | 65 | 2 | 7 |
| Municipal Court | 4 | 21 | 0 | 0 |
| Noise Complaint | 0 | 0 | 0 | 0 |
| Norman Forward Questions | 0 | 0 | 0 | 0 |
| Parks & Recreation | 12 | 86 | 2 | 10 |
| Permits/Inspections | 31 | 167 | 3 | 14 |
| Planning | 9 | 72 | 0 | 1 |
| Police/Parking | 13 | 102 | 5 | 61 |
| Public Works | 17 | 71 | 1 | 7 |
| Recycling | 0 | 0 | 0 | 0 |
| Sanitation | 36 | 188 | 1 | 14 |
| Sidewalks | 1 | 5 | 0 | 2 |
| Storm Debris | 0 | 0 | 0 | 0 |
| Storm Water | 5 | 39 | 2 | 9 |
| Streets | 14 | 90 | 3 | 11 |
| Street Lights | 7 | 40 | 0 | 0 |
| Traffic | 18 | 78 | 1 | 4 |
| Utilities | 36 | 104 | 2 | 11 |
| WC Questions | 0 | 0 | 0 | 0 |
| WC Violations | 0 | 0 | 0 | 0 |
| November Total: 347 | 323 | 2199 | 24 | 280 |

LICENSES

Fifteen New licenses and Three Renewals were issued during the month of November. 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 | 6 |
| Brewer | 0 | 0 | Retail Spirits Store | 0 | 1 |
| Coin-Operated Devices | 0 | 1 | Retail Wine | 0 | 6 |
| Distiller | 0 | 0 | Salvage Yard | 0 | 0 |
| Food | 2 | 24 | Sidewalk Dining | 0 | 0 |
| Game Machines | 0 | 0 | Solicitor/Peddler (30 day) | 2 | 7 |
| Impoundment Yard | 0 | 0 | Solicitor/Peddler (60 day) | 2 | 12 |
| Kennel | 0 | 0 | Solicitor/Peddler (one day) | 0 | 2 |
| Medical Marijuana Dispensary | 0 | 9 | Special Event | 0 | 3 |
| Medical Marijuana Grower | 6 | 17 | Strong Beer & Wine/Winemaker | 0 | 1 |
| Medical Marijuana Processor | 0 | 4 | Taxi/Motorbus/Limousine | 3 | 3 |
| Medical Marijuana Testing Laboratory | 0 | 0 | | 0 | 0 |
| Mixed Beverage | 0 | 1 | Temp Food (one day) | 1 | 8 |
| Mixed Beverage/Caterer | 0 | 5 | Temp Food (30 day) | 2 | 10 |
| Pawnbroker | 0 | 0 | Temp Food (180 day) | 0 | 11 |
| Pedicab | 0 | 0 | Transient Amusement | 0 | 0 |
| YTD License Total: 131 | 8 | 61 | | 10 | 70 |

NEW ESTABLISHMENT LICENSES

| NAME | ADDRESS | LICENSE TYPE(S) |
|--------------------------------|------------------------------------|--------------------------|
| Cannahoma | 712 Research Parkway Blvd, Ste 104 | Medical Marijuana Grower |
| Directseed Distribution | 3501 Wellsite Dr, Ste 115 | Medical Marijuana Grower |
| Grassland Farms and Laboratory | 3305 E. Lindsey Street | Medical Marijuana Grower |
| I Drive Norman (x3) | 4008 Bluestem St. | Taxi Cab/Limo/Motorbus |
| Longbottom Leaf (x2) | 3103 N Flood Ave. | Medical Marijuana Grower |

SOLICITOR/PEDDLER LICENSE

| 60 DAY | 30 DAY | 1 DAY |
|----------------------------|-----------------------------|-------|
| Hail Free Solutions | Triple Diamond Construction | |
| 777 Roofing & Construction | Wiggins, Jon | |

TEMPORARY FOOD PERMITS

| 180 DAY | 30 DAY | 1 DAY |
|---------|--------------|--------------|
| | Cappuvvino | Squatchmoe's |
| | Riko's Tacos | |

CLAIMS FILED

| DATE FILED | NAME | JUSTIFICATION | AMOUNT |
|-------------------|---------------------------|---|-----------------------------------|
| 11/04/21 | OGE | Alleged that on or about 02/12/21 the City of Norman was doing water work and damaged an OG&E cable in the area of Monnett Ave. and E. Duffy Ave. | Undetermined |
| 11/12/21 | Shaz Investment Group,LLC | Alleges that by denying the rezoning application for property next to Eagle Cliff South, they are being denied due process, property is being taken without just compensation. Suing for allowance of use of property as per the application and recovery of costs and Attorney fees. | \$75,000.00 and rezoning |
| 11/16/21 | Martin Flores | Allegedly, a City of Norman Employee struck Plaintiff in the head with Wheel loader bucket causing Plaintiff to fall forcefully to the ground in the area of 3901 Chautauqua Ave. | Greater than Jurisdictional limit |
| 11/22/21 | Poly Pipe, Inc. | Claim on Payment Bond for equipment rental on construction of Fire Station located 1380 DaVinci. Flintco hired Elite Star who hired Ricardo Ruiz Construction who allegedly rented equipment from Poly Pipe, Inc. that was used on this project. | \$73,2367.02 |
| 11/29/21 | Genia Adair | Due to City's approval of neighbor's pool, this allegedly caused a shift in rainwater runoff to property, damaged wood floors, and required a french drain to alleviate flooding problem. | \$13,584.55 |
| 11/29/21 | Nathan Masters | Due to ongoing line maintenance in the area of 404 Atterberry Drive, Plaintiff is alleging this caused plumbing issues/blockages and he is filing for compensation of plumber's charges for flushing lines. | \$91.00 |

STUDY SESSION

On November 2, 2021, City Council met in Study Session for an Update to the RAFTELIS Study regarding connection fees and a future water rate increase. Additionally, there was discussion regarding the lease and/or sale of property located at 101, 112, 113, 115, 116, and 118 West Gray Street.

On November 16, 2021, City Council met in Study Session for continued discussion regarding the lease and/or sale of property located at 101, 112, 116, 115, 116, and 118 West Gray Street. Additionally, there was discussion regarding status of the FYE 2022 Capital Improvements Program and Budget and preparation of FYE 2023 Capital Improvements Program Budget.

SPECIAL SESSION

On November 9, 2021, City Council met in Special Session to discuss the use of consensual, authorized electronic signatures and electronic records that comply with the requirements of the Oklahoma uniform electronic transaction act and city policy in city transactions and communications.

On November 16, 2021, City Council met in Special Session for a public hearing on a resolution recommending ward boundary changes from the Reapportionment Ad Hoc Committee meeting. After the public hearing was closed, the meeting went into a discussion and consideration of the adoption of a resolution retaining or adjusting current ward boundaries in accordance with criteria in the Charter and as set forth in U.S. Supreme Court and Oklahoma Supreme Court Jurisprudence.

FINANCE COMMITTEE

On November 18, 2021, the Finance Committee met and discussed the FYE 2021 City of Norman Audit, status of the FYE 2022 Capital Improvements Program Budget and preparation of FYE 2023 Capital Improvements Program Budget. The Monthly Revenue and Expenditures Report was discussed and the Open Positions Report was submitted.

BUSINESS AND COMMUNITY AFFAIRS COMMITTEE

On November 4, 2021, the Business and Community Affairs Committee met and discussed streeteries in downtown Norman.

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: 12.07.2021

Re: November 2021 Monthly Report

REPORT PERIOD: November 1 through November 30, 2021

WORK THIS MONTH

1. Monday, November 1, 2021 | 11:00 a.m. | Young Family Athletics Center-Monthly Update
 - a. Monthly discussion of project schedules, budgets, and critical issues
2. Monday, November 1, 2021 | 2:30 p.m. | Senior Center Finish Materials
 - a. Review of Interior finishes
3. Monday, November 1, 2021 | 5:00 p.m. | Senior Center Ground Breaking
 - a. Ground Breaking event
4. Tuesday, November 2, 2021 | 10:00 p.m. | YFAC - ADG/FSB Coordination
 - a. Meeting with FSB to facilitate coordination of contract documents
5. Thursday, November 4, 2021 | 1:00 p.m. | Indoor Aquatic and Multi-Sport QC Concerns Mtg.
 - a. Discussion of documents going out to bid
6. Thursday, November 4, 2021 | 2:30 p.m. | Senior Wellness Center Bi-Weekly Programming Meeting
 - a. Discussion of programming issues on the Senior Wellness Center Project
7. Monday, November 8, 2021 | 10:00 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
8. Monday, November 8, 2021 | 11:00 a.m. | YFAC – Steel Discussion
 - a. Meeting with FSB to facilitate coordination of contract documents
9. Monday, November 8, 2021 | 3:30 p.m. | YFAC - ADG/FSB Coordination
 - a. Discussed steel connections information on contract documents
10. Wednesday, November 10, 2021 | 9:30 a.m. | North Base Complex Bi-Monthly Update Call
 - a. Discussion of project schedule, budgets, and critical issues
11. Wednesday, November 10, 2021 | 10:00 a.m. | Municipal Complex Development Center OAC Mtg
 - a. Bi-weekly discussion of project schedules, budgets, and critical issues
12. Wednesday, November 10, 2021 | 2:00 p.m. | YFAC Bid Opening
 - a. Bid opening for GMP #2
13. Thursday, November 11, 2021 | 1:00 p.m. | Indoor Aquatic and Multi-Sport QC Concerns Mtg.
 - a. Discussion of documents going out to bid
14. Monday, November 15, 2021 | 9:00 a.m. | Reaves Park RCB Mtg.
 - a. Discussion of reinforced concrete box
15. Monday, November 15, 2021 | 10:00 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues

Memorandum

12.07.2021

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

Page 2 of 4

Re: November 2021 Monthly Report

ADG Project No. 16-003

16. Monday, November 15, 2021 | 1:30 p.m. | YFAC – Steel Discussion
 - a. Meeting to discuss steel lead times
17. Tuesday, November 16, 2021 | 11:00 a.m. | YFAC - ADG/FSB Coordination
 - a. Discussed steel connections information on contract documents
18. Wednesday, November 17, 2021 | 9:00 a.m. | YFAC Cost Estimate
 - a. Meeting to discuss cost estimate update
19. Thursday, November 18, 2021 | 1:00 p.m. | ECOC Meeting
 - a. Discussion CMAR selection process
20. Thursday, November 18, 2021 | 1:00 p.m. | Indoor Aquatic and Multi-Sport QC Concerns Mtg.
 - a. Discussion of documents going out to bid
21. Thursday, November 18, 2021 | 2:30 p.m. | Senior Wellness Center Bi-Weekly Programming Meeting
 - a. Discussion of programming issues on the Senior Wellness Center Project
22. Friday, November 19, 2021 | 9:00 a.m. | Reaves Park OAC
 - a. Discussion of project schedule, budgets, and critical issues
23. Monday, November 22, 2021 | 9:00 a.m. | Reaves Park Phasing
 - a. Discussion of project phases
24. Monday, November 22, 2021 | 1:00 p.m. | North Base Complex Fleet flooring
 - a. Discussion of flooring condition
25. Monday, November 22, 2021 | 3:30 p.m. | YFAC - ADG/FSB Coordination
 - a. Discussed steel connections information on contract documents
26. Tuesday, November 23, 2021 | 1:00 p.m. | Senior Wellness Center Design Items
 - a. Discussion of Senior Wellness Center follow-up
27. Monday, November 29, 2021 | 10:00 a.m. | Weekly N.F. Program Manager Mtg
 - a. Weekly discussion of project schedules, budgets, and critical issues
28. Tuesday, November 30, 2021 | 9:00 a.m. | YFAC – Budget and VE List
 - a. Discussed current budget and accepted VE items
29. Tuesday, November 30, 2021 | 2:00 p.m. | YFAC – Furniture
 - a. Discussed furniture and FF&E layouts

Construction Observation Site Visits:

- a. Municipal Complex, Development Center: 2
- b. North Base: 12
- c. Ruby Grant: 4
- d. YFAC: 6

WORK ANTICIPATED THE UPCOMING MONTH (December 2021)

- Griffin Park Ph. 5
 - CMAR Interviews
- Central Library
 - Contractor working on open warranty items and leaks.
- Reaves Park
 - Construction in progress
- North Base Complex
 - On-site interviews for Davis Bacon compliance
 - Proceed to Substantial Completion
- Indoor Aquatic and Multi-Sport Facility
 - Earthwork in progress

- 100% construction documents
 - Weekly OAC meetings
- Senior Wellness Center
 - Complete Construction Documents VE Process
 - Recurring bi-weekly programming meetings underway
 - Steel Bids
- Municipal Complex
 - Development Center: Construction underway
 - Municipal Courts: CD's underway
 - Building 201: Construction 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
 - a. Schedule: Complete
 - b. Budget: In budget
 - c. Issues: No known issues
- Indoor Aquatic and Multi-Sport Facility
 - a. Schedule: CDs in progress,
 - b. Budget: Bidding in progress
 - c. Issues: No known issues
- Senior Wellness Center
 - a. Schedule: Construction Documents in process

Memorandum

12.07.2021

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

Page 4 of 4

Re: November 2021 Monthly Report

ADG Project No. 16-003

- 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 – November 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 November are discussed below:

Treasury Division:

In the month of November, the Treasury Division processed 41,784 payments in person and over the phone, an increase of 5.04% from last month. Paymentus (the City's 3rd party processor of online and automated telephone payments) processed 11,403 payments in November, an increase of 1.4% from last month.

Utility Services Division:

The Meter Reading Division read 41,813 meters. Out of 77 meter reading routes, 70 (91%) were read within the targeted 30-day reading cycle. 73 routes (95%) were read by the 31st day, and all routes were read by the 33rd day. Twenty-four routes were estimated in November.

General Fund Revenues & Expenditures:

When comparing General Fund revenue sources versus budgeted levels, revenues are above target for the month of November by 5%. Revenues from the City's largest single source of revenue, sales tax, are above target by 20% for the year to date and 24.2% 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 | \$19,232,378 | \$23,069,751 | \$18,568,398 | \$17,175,836 |
| General Fund Revenue | \$36,979,964 | \$38,836,899 | \$43,159,216 | \$32,310,624 |
| General Fund Expenses | \$38,189,947 | \$34,284,763 | \$39,887,246 | \$39,110,290 |

Administration Division

| | FYE 22 | | FYE 21 | |
|-------------------------------|----------|----------|----------|----------|
| | November | YTD | November | YTD |
| PERSONNEL HOURS - FULL TIME | | | | |
| Total Regular Hours Available | 320.00 | 1,760.00 | 320.00 | 1,760.00 |
| Total Comp Time Available | 14.25 | 42.00 | 2.75 | 14.25 |
| Total Overtime Hours | 0.00 | 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 | 334.25 | 1,802.50 | 322.75 | 1,774.25 |
| Benefit Hours Taken | 64.00 | 259.25 | 76.25 | 321.00 |
| TOTAL ACCOUNTABLE STAFF HOURS | 270.25 | 1,543.25 | 246.50 | 1,453.25 |
| 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 |

ACCOUNTING 3A

Accounting Division

| | FYE 22 | | FYE 21 | |
|-----------------------------------|--------------|--------------|------------|--------------|
| | November | YTD | November | YTD |
| Total Regular Hours Available | 1,024.00 | 5,344.00 | 960.00 | 5,280.00 |
| Total Comp Time Available | 13.25 | 26.00 | 0.50 | 13.00 |
| Total Overtime Hours | 0.75 | 97.25 | 18.50 | 65.25 |
| 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 | 1,038.00 | 5,467.25 | 979.00 | 5,358.25 |
| Benefit Hours Taken | 179.50 | 719.50 | 244.00 | 626.50 |
| TOTAL ACCOUNTABLE STAFF HOURS | 858.50 | 4,747.75 | 735.00 | 4,731.75 |
| 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 |

CITY REVENUE REPORTS 3B

City Revenue Report

| | FYE 22 November | FYE 22 October | |
|---|--------------------|-------------------|-------------|
| Total Revenue Received (\$) | \$5,544,709 | \$5,666,820 | (\$122,111) |
| Utility Payments - Office (#) | 41,784 | 39,778 | 2,006 |
| Utility Payments - Office (\$) | \$4,664,076 | \$4,966,324 | (\$302,248) |
| Lockbox (#) | 12,732 | 11,852 | 880 |
| Lockbox (\$) | \$1,223,866 | \$1,225,876 | (\$2,010) |
| 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 (#) | \$11,403 | \$11,249 | \$154 |
| Paymentus (\$) | \$1,576,035 | \$1,702,327 | (\$126,292) |
| 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 (#) | 14,633 | 13,822 | 811 |
| Bank Draft Payments (\$) | \$1,541,551 | \$1,704,875 | (163,324) |
| Utility Deposits (#) | 0 | 0 | 0 |
| Utility Deposits (\$) | \$0 | \$0 | \$0 |
| Fix Payments (#) | 0 | 0 | 0 |
| Fix Payments (\$) | \$0 | \$0 | \$0 |
| Processed Return Checks (#) | 72 | 91 | (19) |
| Processed Return Checks (\$) | (\$9,390) | (\$9,488) | \$98 |
| Other Revenue Transactions (#) | 0 | 0 | 0 |
| Other Revenue Received (\$) | \$0 | \$0 | \$0 |
| Accounts Receivable Payments (\$) | \$666,757 | \$71,190 | \$595,567 |
| Accounts Receivable - Credit Card # | 0 | 0 | 0 |
| Accounts Receivable - Credit Card \$ | \$0 | \$0 | \$0 |
| Municipal Court - Fines/Bonds (\$) | \$104,967 | \$149,293 | (\$44,326) |
| Municipal Court - Credit Card (#) | 318 | 439 | (121) |
| Municipal Court - Credit Card (\$) | \$55,305 | \$81,168 | (\$25,863) |
| Municipal Court - C2G (#) | 0 | 0 | 0 |
| Municipal Court - C2G (\$) | \$0 | \$0 | \$0 |
| Building Permits Cash Report (\$) | \$195,582 | \$547,000 | (\$351,418) |
| Building Permits Credit Card (#) | 329 | 332 | (3) |
| Building Permits Credit Card (\$) | \$143,000 | \$211,292 | (\$68,292) |
| Building Permits C2G (#) | 0 | 0 | 0 |
| Building Permits C2G (\$) | \$0 | \$0 | \$0 |
| Occupational License - Bldg Insp. (\$) | \$2,830 | \$2,919 | (\$89) |
| Occupational License - Bldg Insp. CC (#) | 14 | 26 | (12) |
| Occupational License - Bldg Insp. CC (\$) | \$1,330 | \$2,569 | (\$1,239) |
| Business License - City Clerk (\$) | \$3,808 | \$10,108 | (\$6,300) |
| 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 (\$) | \$70,607 | \$322,948 | (\$252,341) |

Budget Services Division

| | FYE 22 | | FYE 21 | |
|--------------------------------------|---------------|-----------------|---------------|-----------------|
| | November | YTD | November | YTD |
| PERSONNEL HOURS - FULL TIME | | | | |
| Total Regular Hours Available | 320.00 | 1,759.50 | 320.00 | 1,760.00 |
| Total Comp Time Available | 1.50 | 6.00 | 4.00 | 4.00 |
| Total Overtime Hours | 0.00 | 0.50 | 0.00 | 1.00 |
| Total Bonus Hours | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Furlough Hours | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL HOURS AVAILABLE | 321.50 | 1,766.00 | 324.00 | 1,765.00 |
| Benefit Hours Taken | 34.75 | 258.75 | 42.25 | 195.50 |
| TOTAL ACCOUNTABLE STAFF HOURS | 286.75 | 1,507.25 | 281.75 | 1,569.50 |
| 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 |

Treasury Division

| | FYE 22 | | FYE 21 | |
|-----------------------------------|------------|--------------|------------|--------------|
| | November | YTD | November | YTD |
| PERSONNEL HOURS - FULL TIME | | | | |
| Total Regular Hours Available | 639.00 | 3,968.25 | 800.00 | 4,400.00 |
| Total Comp Time Available | 0.00 | 68.75 | 25.50 | 114.75 |
| Total Overtime Hours | 35.50 | 200.00 | 17.00 | 92.00 |
| 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 | 674.50 | 4,237.00 | 842.50 | 4,606.75 |
| Benefit Hours Taken | 135.25 | 574.25 | 113.50 | 653.75 |
| TOTAL ACCOUNTABLE STAFF HOURS | 539.25 | 3,662.75 | 729.00 | 3,953.00 |
| 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 |

UTILITY 3C

Utility Division

| | FYE 22 | | FYE 21 | |
|-----------------------------------|--------------|---------------|--------------|---------------|
| | November | YTD | November | YTD |
| PERSONNEL HOURS - FULL TIME | | | | |
| Total Regular Hours Available | 2,464.00 | 13,046.00 | 2,560.00 | 14,757.00 |
| Total Comp Time Available | 115.50 | 160.25 | 15.50 | 145.00 |
| Total Overtime Hours | 13.25 | 515.50 | 317.50 | 1,247.75 |
| Total Bonus Hours | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Furlough Hours | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL HOURS AVAILABLE | 2,592.75 | 13,721.75 | 2,893.00 | 16,149.75 |
| Benefit Hours Taken | 350.00 | 2,153.00 | 464.00 | 2,549.50 |
| TOTAL ACCOUNTABLE STAFF HOURS | 2,242.75 | 11,568.75 | 2,429.00 | 13,600.25 |
| 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 |

Office Services

| | FYE 22 | | FYE 21 | |
|--------------------------------------|---------------|-----------------|---------------|-----------------|
| | November | YTD | November | YTD |
| PERSONNEL HOURS - FULL TIME | | | | |
| Total Regular Hours Available | 319.00 | 1,757.75 | 320.00 | 1,760.00 |
| Total Comp Time Available | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Overtime Hours | 29.00 | 170.75 | 26.25 | 169.00 |
| 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 | 348.00 | 1,928.50 | 346.25 | 1,929.00 |
| Benefit Hours Taken | 24.00 | 276.25 | 48.25 | 131.25 |
| TOTAL ACCOUNTABLE STAFF HOURS | 324.00 | 1,652.25 | 298.00 | 1,797.75 |
| PERMANENT PART-TIME | | | | |
| Total Regular Hours Available | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Comp Time Available | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Overtime Hours | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Bonus Hours | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL HOURS AVAILABLE | 0.00 | 0.00 | 0.00 | 0.00 |
| Benefit Hours Taken | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL ACCOUNTABLE STAFF HOURS | 0.00 | 0.00 | 0.00 | 0.00 |
| TEMPORARY | | | | |
| Total Regular Hours Available | 0.00 | 0.00 | 0.00 | 0.00 |
| Total Overtime Hours | 0.00 | 0.00 | 0.00 | 0.00 |
| TOTAL HOURS AVAILABLE | 0.00 | 0.00 | 0.00 | 0.00 |

Drive-up Window and Mail Payments

| | FYE 22 October | FYE 22 November |
|---|-------------------|--------------------|
| Mail Payments - Lockbox | 14,752 | 15,041 |
| Mail Payments - Office | 23 | 23 |
| Mail Payments - Subtotal | 14,775 | 15,064 |
| Night Deposit | 156 | 216 |
| Click-to-Gov Payments | 0 | 0 |
| Paymentus Payments | 11,852 | 12,732 |
| IVR Payments | 0 | 0 |
| Without assistance payments - Subtotal | 12,008 | 12,948 |
| Drive-up window & inside counter | 2,522 | 2,535 |
| Credit Card machine payments (swipe) | 0 | 0 |
| Credit Card machine payments (phone) | 0 | 0 |
| With assistance payments - Subtotal | 2,522 | 2,535 |
| Total Payments Processed - Subtotal | 29,305 | 30,547 |
| Bank Draft (ACH) Payments | 10,319 | 10,995 |
| Total Payments (Utility) | 39,624 | 41,542 |
| Total Convenience Fees - all Payments | 0 | 0 |
| Grand Total Payments | 39,624 | 41,542 |

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

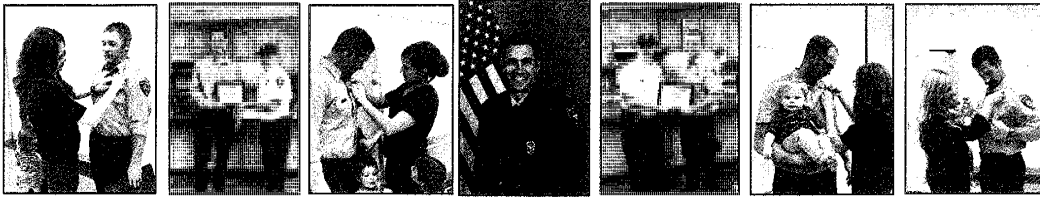
| | FYE 22 | | FYE 21 | |
|---------------------------|----------|---------|----------|---------|
| | November | YTD | November | YTD |
| Number of Meters Read | 38,542 | 192,763 | 41,140 | 143,513 |
| New Service | 615 | 3,874 | 469 | 3,896 |
| Request for Termination | 643 | 3,794 | 461 | 3,780 |
| Delinquent On(s) | 275 | 1,138 | 222 | 1,036 |
| Delinquent Offs | 288 | 1,190 | 167 | 1,233 |
| Collect Deposit Tags Hung | 0 | 0 | 0 | 60 |
| Collect Deposit Cut Offs | 0 | 0 | 0 | 12 |
| Blue Tags | 0 | 0 | 0 | 77 |
| Number of Meters Re-read | 1,384 | 5,642 | 746 | 3,294 |
| Meters Cleaned | 4 | 85 | 0 | 291 |
| Customer Assists | 0 | 0 | 0 | 277 |
| Meters Pulled | 0 | 6 | 0 | 0 |
| Meters Re-set | 0 | 0 | 0 | 0 |
| Meter Exchanges | 62 | 191 | 39 | 289 |
| TOTAL | 41,813 | 208,683 | 43,244 | 157,758 |

Utility Division Activity Report

| | FYE 22 | | FYE 21 | |
|---------------------------------|----------|---------|----------|---------|
| | November | YTD | November | YTD |
| STATUS REPORT | | | | |
| Regular Utility Accounts Billed | 43,868 | 217,788 | 44,673 | 218,314 |
| New Ons | 660 | 4,021 | 486 | 5,260 |
| Final Accounts Billed | 546 | 3,397 | 477 | 3,514 |
| TOTAL ACCOUNTS BILLED | 45,074 | 225,206 | 45,636 | 227,088 |

FIRE DEPARTMENT

4



NFD Monthly Progress Report November 2021

Incident Response Type Summary

| Incident Type | Total | % of Total |
|---|-------------|----------------|
| 1 - Fire | 27 | 1.87% |
| 2 - Overpressure Rupture, explosion, Overheat - No Fire | 1 | 0.07% |
| 3 - Rescue & emergency | 842 | 58.27% |
| 4 - Hazardous Conditions (No Fire) | 33 | 2.28% |
| 5 - Service Call | 137 | 9.48% |
| 6 - Good Intent Call | 283 | 19.58% |
| 7 - False Alarm & False Call | 89 | 6.16% |
| 8 - Severe Weather & Natural Disaster | 0 | 0.00% |
| 9 - Special Incident Type | 2 | 0.14% |
| Incomplete Reports | 31 | 2.15% |
| Total Incident Count (Unique Calls) | 1445 | 100.00% |
| Number of Total Unit Responses | 1854 | |

Total Fire Loss \$1,581,500.00

| | Number of First-In Calls | Average Time/Seconds | Average Time/Minutes |
|------------|--------------------------|----------------------|----------------------|
| Station #1 | 303 | 283 | 0:04:43 |
| Station #2 | 199 | 333 | 0:05:33 |
| Station #3 | 263 | 359 | 0:05:59 |
| Station #4 | 164 | 316 | 0:05:16 |
| Station #5 | 57 | 562 | 0:09:22 |
| Station #6 | 38 | 525 | 0:08:45 |
| Station #7 | 147 | 393 | 0:06:33 |
| Station #8 | 83 | 280 | 0:04:40 |
| Station #9 | 187 | 362 | 0:06:02 |

Community Outreach

| | | |
|--------------------------|---|--|
| Tours and Special Events | 6 | Fire Safety Visits, Community Play in the Park, HS Bonfire, Homecoming Parades |
|--------------------------|---|--|

Burn Permits

| | | |
|---------------------|----|----------------------|
| Burn Permits Issued | 88 | Total of 5 burn days |
|---------------------|----|----------------------|

Training

| | | |
|--------------------------------|--------|---|
| Total Personnel Training Hours | 2034.7 | Mgmt/Supvrs, Hazmat, Wildland, Special Healthcare, etc. |
|--------------------------------|--------|---|

NFD Monthly Progress Report

November 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 | 17 | 3 | 1 | 1 | 4 | | 2 | 5 | 1 | |
| Chief 302 | 18 | 1 | 2 | 4 | | | 1 | 4 | 3 | 3 |
| Chief 303 | 17 | 1 | 2 | 2 | | | | 6 | 1 | 5 |
| Chief 304 | 8 | | | 3 | 1 | | | 2 | 1 | 1 |
| Chief 401 | 19 | 1 | 2 | 3 | 1 | 5 | 3 | 2 | | 2 |
| Chief 402 | 19 | | 1 | 3 | | 2 | 2 | 4 | 2 | 5 |
| Chief 403 | 10 | 1 | 1 | 1 | | | 1 | | 1 | 5 |
| Chief 404 | 7 | 1 | | | | | 2 | 3 | | 1 |
| Engine 1 | 326 | 292 | 5 | 5 | 1 | | 3 | 10 | 1 | 9 |
| Brush 1 | 5 | 2 | 1 | 1 | | | 1 | | | |
| Ladder 1 | 26 | 7 | 2 | 3 | 1 | | | 7 | 3 | 3 |
| Engine 2 | 210 | | 195 | 3 | 3 | | | 7 | 1 | 1 |
| Brush 2 | 2 | | 2 | | | | | | | |
| Ladder 2 | 27 | 3 | 5 | 3 | 1 | | | 7 | 4 | 4 |
| Engine 3 | 283 | 7 | 3 | 263 | 2 | | 1 | 3 | | 4 |
| Brush 3 | 2 | | | 1 | | | 1 | | | |
| Engine 4 | 183 | 2 | 6 | | 163 | | | 8 | 4 | |
| Tanker 4 | 1 | | | | | | | 1 | | |
| Engine 5 | 20 | | | 1 | | 15 | 4 | | | |
| Brush 5 | 61 | | | | | 57 | 4 | | | |
| Engine 6 | 27 | | 1 | | | 5 | 20 | | | 1 |
| Brush 6 | 46 | | 1 | | | 6 | 38 | | | 1 |
| Rescue 7 | 1 | | | 1 | | | | | | |
| Squad 7 | 183 | 8 | 6 | 7 | 6 | | | 145 | 6 | 5 |
| Brush 7 | 1 | | | | 1 | | | | | |
| Engine 8 | 97 | | 1 | | 5 | | | 8 | 83 | |
| Tanker 8 | 2 | | | | | | 1 | | 1 | |
| Engine 9 | 206 | 7 | | 2 | 1 | 2 | 4 | 5 | | 185 |
| Brush 9 | 5 | | | | | 1 | 3 | | | 1 |
| Tanker 9 | 9 | | | | | 2 | 5 | | 1 | 1 |
| HAZMAT | 1 | | | 1 | | | | | | |
| EMS1 | 11 | 3 | | | 1 | | | 2 | | 5 |
| Fire Marshal 5 | 5 | 1 | | | | | 3 | | | 1 |
| Fire Marshal 6 | 2 | | | | | 1 | | | 1 | |
| Fire Marshal 7 | 1 | 1 | | | | | | | | |
| | 1858 | 341 | 237 | 308 | 191 | 96 | 99 | 229 | 114 | 243 |

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

Fire Review Coordinator Activities

| Activites | Notes | Number | Staff Hours |
|--|--------------------------|---------------|--------------------|
| Building Permits/Development Review Team | | 23 | 37 |
| Inspections | | 21 | 25 |
| Citizen Calls for Information | | 7 | 6 |
| Training | NFPA - Plan Review Codes | 3 | 12 |
| Meetings | | 10 | 11 |
| Fire Investigation | Reports and Research | 2 | 10 |
| Totals | | 66 | 101 |

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

FIRE PREVENTION DIVISION ACTIVITIES

| Inspections | | | |
|--------------------------|--------------|---------------|--------------------|
| Activites | Notes | Number | Staff Hours |
| Inspections | | 56 | 29.5 |
| Re-Inspections | | 14 | 9.5 |
| Total Inspections | | 70 | 39 |

| Smoke Detector Program | | | |
|-------------------------------|--------------|--------------|--------------------|
| Activites | Notes | Units | Staff Hours |
| Smoke Detector Batteries | | 6 | |
| Smoke Detectors Installed | | 8 | 4 |

| Training/Public Education Education | | | |
|--|--------------|---------------|--------------------|
| Activites | Notes | Events | Staff Hours |
| Training (hours) | | 19 | 16 |
| Fire Education Classes | | 1 | 2 |

| Code Issues/Investigation | | | |
|---|--------------|---------------|--------------------|
| Activites | Notes | Number | Staff Hours |
| Request for Service (Plan review unscheduled, site inspection burn sites, special events, citizen complaints) | | 7 | 9 |
| Code Violation Complaints | | | |
| Investigations | | 4 | 4 |
| Investigative Activities | | 9 | 18 |
| Miscellaneous/Special | | | |


EMERGENCY MANAGEMENT DIVISION ACTIVITIES

Emergency Management Division

Comments: November 2021

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

| | |
|--|--|
| Each Saturday 12:00 Outdoor Warning audible test. This test is supported by the Amateur radio club to assist in identifying and verifying units needing maintenance. Residents can assist by “Adopting a Pole” and reporting the siren status they adopt at the website www.w5nor.org | Audible test of the outdoor warning system is conducted for 60 seconds. Three units are sounded for 20 seconds due to being a public park venue. |
| Second Thursday of each month is the Norman Emergency Response Team Volunteers and the Medical Reserve CORPS members to meet, network and discuss preparedness support. Collaboration with the Cleveland County Health Department on use of the Medical Reserve Corps | The Volunteer meeting at 6:30 pm. At 6 pm we meet for social time before the meeting. Usually we have snacks and drinks. This networking allows for camaraderie and building relationships during different organizations. City staff is always welcome. |
| Each Third Thursday of the month is reserved for Division Staff duties and collaboration with the Disaster Assistance Teams (DAT) of the American Red Cross | Meetings are conducted at the Fire Training Center and usually held on an as needed basis. |
| Other Emergency Management Activities | |
| Planning of the 2022 Youth Preparedness Camp to be held at Northeastern University in Tahlequah, OK is underway. Dates are July 16-22, 2022. In January 2022, active recruitment will begin for students and volunteer adults. The initial walk through and planning meeting was conducted on November 4, 2022 | In 2019, the first youth preparedness camp was held at NSU in Tahlequah. 35 students from around the state participated and supported by 25 adults. This program trained students in two primary areas. 1: The Citizens Emergency Response Training program and a course of Community Preparedness Training. Students and staff were housed in the dorms and logistic support was provided by NSU emergency Management. The course was very robust and kept the students and staff highly engaged in training and learning hands on skills critical in disaster operations. The FEMA Region 6 representative indicated the camp was the best he had seen so far. The camp was nationally recognized by Bill Bischof, FEMA Region 6, National Preparedness Division |

| | |
|--|--|
|  Camp Poster Rough Draft Edit (DW).doc | https://community.fema.gov/story/Summer-Camps-Turn-Teens-into-Preparedness-Leaders?lang=es%2F |
| <p>The Norman Art Walk conducted each second Friday contacted the EM Division for support of a cooling station.</p> | <p>In August of 2021, Norman response volunteers established 2 mister fans opposite corners of each other which provided a quick relief for numerous attendees at the Art walk. Since then volunteers have been present during the evening providing preparedness literature and answer questions regarding severe weather operations.</p> |
| <p>Norman EM coordinates the activities of the Cleveland County Medical Reserve CORPS Unit 0333. During the COVID response by the health department the MRC was vital in operating numerous points of distribution for the vaccine injections. More than 3000 volunteer hours were provided during the height of the response.</p> | <p>On November 16, 2021, the Emergency Management Coordinator met with the State Coordinator and the Cleveland County Local Response Coordinator (LRC) to discuss the reorganization of the health departments and the management of the MRC Unit. Cleveland County is now assigned to take care of solely Cleveland County. Previously they supported 5 counties. The reassignment identifies the health department as Region 10, Cleveland County. This will assist in the collaboration of the MRC unit and will continue to enhance the Norman Emergency Volunteer response.</p> |
| | |
| Disaster Reimbursement Status | |
| <p>FEMA has instituted a new process for reimbursement claims. As with any new process there are many issues to be worked through</p> | |
| | |
| <p>Disaster DR-4222 2015</p> | <p>Federal portion paid, State portion of \$91,808.32 is pending</p> |
| <p>Disaster Dr-4575 October 2021</p> | <p>The initial FEMA review has been completed and forwarded to the State EM for review. The State has requested additional information and the request was given to the Division (12-09-2021) to provide their portion of the requested information.</p> |
| | |

| | |
|--------------------------------|--|
| Disaster 4587 February 2021 | The initial application to FEMA was opened. The process of gathering, reviewing and submitting documentation is ongoing and should have the first FEMA review done by end of January 2022. |
| | |
| Mitigation Grant Status | |
| Norman Safe room grant program | The State Office of Emergency Management has under gone several personnel changes. The COVID pandemic compounded the state's office and ability to continue work to close out this grant. They have hired a new grants manager and the EM Division will continue to work with the state to finish the grant. |

HUMAN RESOURCES 5

HUMAN RESOURCES

Monthly Report

November 2021

Item 12.

ADMINISTRATION

A. Administrative Support

- Processed Monthly Department Report
- Processed invoices and reconciled expense accounts
- Prepared City Manager letters & Appreciation Certificates for City Manager signature (Employee Recognition event held in January)
- Ordered recognition pins and gift brochures for Employee Recognition event
- Reconciled final report for 2021 United Way Campaign and submitted to UW

BENEFITS

- Conducted fourteen (14) new hire, one (1) rehire, and one (1) PPT orientations
- Processed enrollment forms, terminations, and changes to health, life, and supplemental products for general health/dental changes
- Reconciled health, dental, and supplemental products
- Fielded over 150 phone calls to discuss benefits, claims, and Open Enrollment
- Processed Open Enrollment changes for health, dental, and supplemental products
- Webex meeting with Healthy Merits regarding EHealth Biometrics for 2022 Wellness Program
- Meeting with Gallagher representatives regarding 2022 Strategy & Planning for CON Benefit Services
- Individually assisted several employees with Billing/EOB concerns and retirement questions
- ACA partial review of data for year-end reporting - Reviewing 800+ records for accuracy

PERSONNEL ACTIONS

New Hires – 16

| Dept./Div. | Position | Number of Employees |
|---------------------------|----------------------------------|----------------------------|
| City Clerk | Administrative Technician III | 1 |
| Finance | Municipal Accountant I | 1 |
| Planning/Dev Svs. | Permit Technician | 1 |
| Planning/Admin. | Planner I | 1 |
| Planning/Admin. | Administrative Technician III | 1 |
| Utilities/Water Treatment | Plant Operator | 2 |
| Public Works/Stormwater | Stormwater Program Specialist | 1 |
| Public Works/Fleet | Emergency Vehicle Mech II | 1 |
| Public Works/Transit | Transit Planner and Grants Spec. | 1 |
| Police/Patrol | Police Officer | 1 |
| Police/Animal Welfare | Animal Welfare Tech | 1 |
| Parks/Park Maint. | Maintenance Worker I | 3 |
| Parks/Recreation | Recreation Technician (PPT) | 1 |

Separations – 9

| Dept./Div. | Position | Number of Employees |
|---------------------------|---------------------------|----------------------------|
| Finance/Utilities | Meter Reader | 1 |
| Utilities/Water Treatment | Plant Operator | 3 |
| Fire/Training | Fire Training Officer | 1 |
| Parks/Admin | Forester | 1 |
| Police/Animal Welfare | Shelter Veterinarian | 1 |
| Police/Emergency Comm. | Communications Officer II | 1 |
| Public Works/Fleet | Fleet Welder | 1 |

Promotions – 10

| Dept./Div. | Position | Number of Employees |
|-----------------------------|-------------------------------|----------------------------|
| Utilities/Water Reclamation | Administrative Technician III | 1 |
| Finance/Utilities | Utility Billing Service Rep | 1 |
| Public Works/Streets | Heavy Equipment Operator | 1 |
| Fire/Suppression | Fire Driver Engineer | 7 |

SURVEYS

Responded to City of Lawton and Tulsa Compensation Surveys.

RECRUITMENT**Accepted applications for the following positions:**

| Department/Division | Position |
|---|-------------------------------------|
| Finance/Meter Services | Meter Reader |
| Finance/Treasury | Customer Service Rep I |
| Human Resources | Director of Human Resources |
| Information Technology | Systems Support Technician |
| Parks & Recreation/Park Maintenance | Maintenance Worker I |
| Parks & Recreation/Recreation-Irving | Recreation Center Specialist (PT) |
| Parks & Recreation/Recreation-Little Axe | Recreation Center Specialist (PT) |
| Parks & Recreation/Recreation-Whittier | Recreation Center Specialist (PT) |
| Parks & Recreation/Recreation-Whittier | Recreation Technician (PPT) |
| Parks & Recreation/Westwood Golf Course | Golf Course Attendant (PT) |
| Planning & Community Dev./CDBG | Emergency Shelter Case Manager (PT) |
| Planning & Community Dev./Planning Services | Planner I |
| Police/Animal Welfare | Animal Welfare Center Manager |
| 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 | Capital Projects Engineer |
| Public Works/Engineering | City Surveyor |
| Public Works/Fleet | Fleet Service Technician |
| Public Works/Fleet | Maintenance Worker I |
| Public Works/Fleet | Mechanic II |
| Public Works/Stormwater | Maintenance Worker I |
| Public Works/Streets | Maintenance Worker I |
| Public Works/Streets | Maintenance Worker II |
| Public Works/Transit | Administrative Technician III |

| | | |
|--------------------------------------|---------------------------------------|----------|
| Public Works/Transit | Transit Planner and Grants Specialist | Item 12. |
| Public Works/Transit | Transit Support Technician (PPT) | |
| Utilities/Environmental Services | Household Hazardous Waste Coordinator | |
| Utilities/Line Maintenance | Line Maintenance Division Manager | |
| Utilities/Line Maintenance | Utility Distribution Worker I | |
| Utilities/Sanitation | Sanitation Worker I | |
| Utilities/Sanitation | Sanitation Worker II | |
| Utilities/Water Reclamation Facility | Custodian (PPT) | |
| Utilities/Water Reclamation Facility | Temporary Laborer (PT) | |
| Utilities/Water Treatment Plant | Plant Operator D | |
| Utilities/Water Treatment Plant | Temporary Laborer (PT) | |

Recruitment & Hiring Statistics:

| Contacts/Inquiries | | Selection Process Elements | |
|--|-------|-------------------------------------|----|
| In Person | 320 | Written Exams | 1 |
| Phone | 425 | Practical Testing/Assessment Center | 1 |
| Mail | 210 | Panel Board Interviews | 13 |
| Email | 235 | Promotions | 3 |
| Total Subscribers on E-mail Vacancy List | 1605 | Oral Interviews | 3 |
| Total Page Views for HR Website | 5,685 | Hiring/Promotion Board | 0 |

| Hiring Statistics | | Recruitment Statistics | |
|--|----|---------------------------------|-----|
| Pre-Employment Background Investigations | 28 | Advertisements Placed | 29 |
| Pre-Employment Drug Screens | 17 | Applications Received | 670 |
| Pre-Employment Physicals | 12 | Job Announcements Emailed | 68 |
| Pre-Employment OSBI | 14 | Job Announcements to CON Depts. | 405 |

TRAINING AND DEVELOPMENT

Conducted training for fourteen (14) 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.

Provided Advanced Supervisory Academy Session 2 on the topic of Performance Reviews for 34 employees in management, supervisory, lead and crew chief roles from various departments. The course covered the City of Norman's performance evaluation system and methods for measuring employee performance.

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 one (1) Return to Work meeting for Sanitation
- Conducted one (1) Fitness for Duty meeting for Police
- Conducted fourteen (14) new employee orientations
- Conducted safety meeting at Animal Welfare covering Bloodborne Pathogens, Hazard Communication, and Fire Extinguisher Safety

Recordable Injuries – 5

Item 12.

| Dept./Division | Nature of the Injury | Activity | Prognosis |
|------------------------|---|---|------------------------------|
| Finance/Meter Services | Numbness in hand & fingers | Repetitive usage of hand over the years | Work restrictions |
| Fire/Suppression | Strained hernia | Strained lower abdomen area lifting patient from bed to cot | Will be evaluated by surgeon |
| Public Works/Streets | Non-displaced fracture of the right wrist | Strap from tire jammed wrist when it was released | Work restrictions |
| Public Works/Streets | Left ankle sprain | Sprained ankle stepping off sweeper truck into a hole | Work restrictions |
| Public Works/Traffic | Lower back strain | Strained lower back lifting portable sign stand | Off work for 2 weeks |

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

| 2021 | 2020 | 2019 | 2018 | 2017 | 2016 |
|------|------|------|------|------|------|
| 60 | 57 | 65 | 71 | 59 | 69 |

Vehicle Collisions: 2

| Division | Description of Collision | Status |
|-----------------------|--|------------|
| Utilities/Line Maint. | While heading south on Robinson, an individual pulled out from the 7-11 parking lot hitting City vehicle on front passenger side | "No Fault" |
| Utilities/Sanitation | After servicing container, driver turned right to exit parking area & clipped car parked next to curb | "At Fault" |

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

| 2022 | 2021 | 2020 | 2019 | 2018 | 2017 |
|------|------|------|------|------|------|
| 1 | 10 | 3 | 8 | 5 | 17 |

INFORMATION TECHNOLOGY 6

CITY OF NORMAN

Information Technology Department Monthly Report – November 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 has completed. CityView for Planning and Permits began 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 Utilites Department will be using capital funds to connect a microwave antenna from Fire station 9 to the Water treatment plant and connect to the Emergency Operations Center once that building is complete. This will create a redundant loop for the WTP and EOC incase of lost service from the main connection. | Awaiting Approval 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 Centrac | 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 November 2021.

Mass Communications:

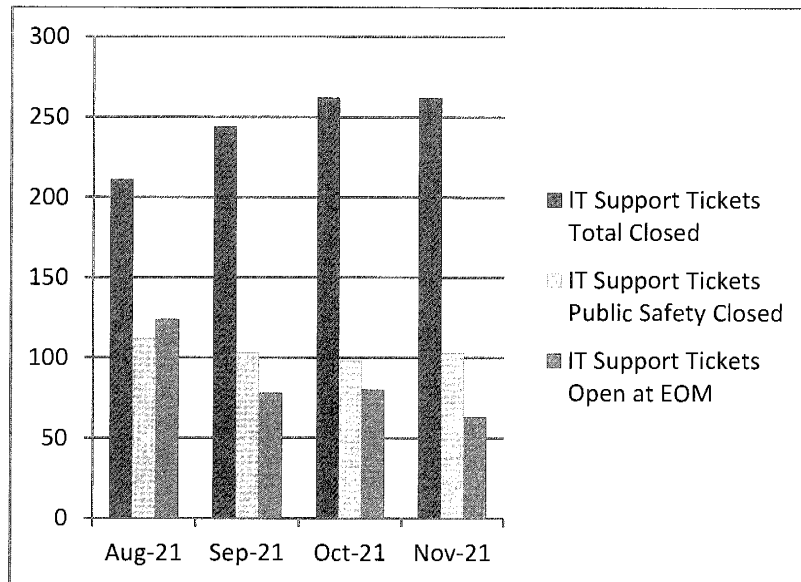
The following statistics represent email space and resource savings. In the attached table, you will see that 14 emails from the groups shown were sent from city servers using city resources – of those 18,222 were delivered to outside mailboxes for the month of November 2021. The city servers generated mass communications to Norman citizens of 18,222 messages from only 14 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 334,434 attempted incoming and 96,217 outgoing messages for the month of November 2021. Incoming messages totaling 148,440 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 44% 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 November 2021, the City of Norman's web site had 78,277 individual web sessions access the web site for 171,591 total page views. Of those sessions, 42,250 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.

Table 1**Table 2**

| Nov 2021 LIST SERVER REPORT | | | |
|-----------------------------|----------------|-----------|-----------------|
| Group | Active Members | Mailings | Total Delivered |
| Affirmative Action Group | 17 | 4 | 68 |
| Job Posting | 1600 | 4 | 6400 |
| Norman News | 1959 | 6 | 35064 |
| Totals | 3576 | 14 | 18222 |



SECURE EMAIL GATEWAY

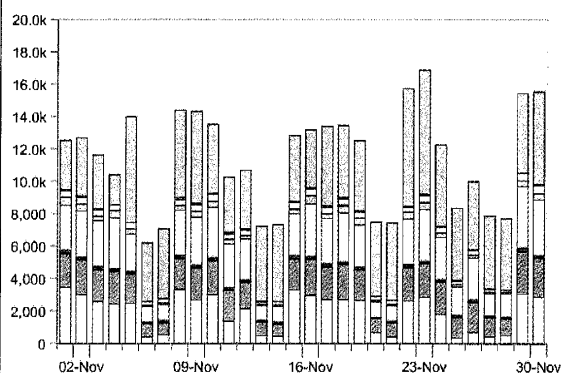
Executive Summary

ironport.example.com

01 Nov 2021 00:00 to 30 Nov 2021 23:59 (GMT -06:00)

Data in time range: 100.0 % complete

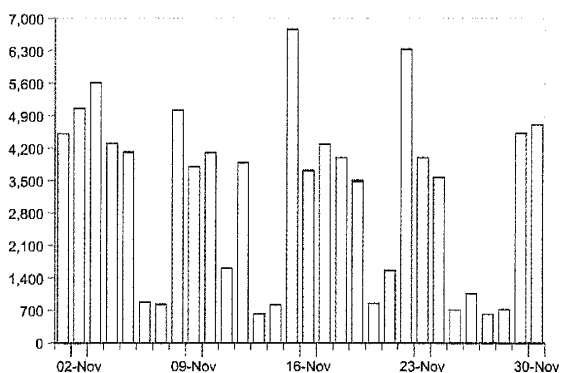
Incoming Mail Graph



Incoming Mail Summary

| Message Category | Percentage | Count |
|---|--------------|----------------|
| <input checked="" type="checkbox"/> Stopped by IP Reputation Filtering | 41.0% | 136,952 |
| <input checked="" type="checkbox"/> Stopped by Domain Reputation Filtering | 0.5% | 1,548 |
| <input type="checkbox"/> Stopped as Invalid Recipients | 0.0% | 8 |
| <input type="checkbox"/> Spam Detected | 2.9% | 9,610 |
| <input type="checkbox"/> Virus Detected | 0.0% | 66 |
| <input checked="" type="checkbox"/> Detected by Advanced Malware Protection | 0.0% | 38 |
| <input checked="" type="checkbox"/> Messages with Malicious URLs | 0.0% | 124 |
| <input checked="" type="checkbox"/> Stopped by Content Filter | 0.0% | 94 |
| <input checked="" type="checkbox"/> Stopped by DMARC | 2.5% | 8,403 |
| <input checked="" type="checkbox"/> S/MIME Verification/Decryption Failed | 0.0% | 0 |
| Total Threat Messages: | 44.4% | 148,440 |
| <input type="checkbox"/> Marketing Messages | 21.2% | 70,916 |
| <input checked="" type="checkbox"/> Social Networking Messages | 1.3% | 4,458 |
| <input checked="" type="checkbox"/> Bulk Messages | 15.2% | 50,910 |
| Total Graymails: | 37.8% | 126,284 |
| <input type="checkbox"/> S/MIME Verification/Decryption Successful | 0.0% | 0 |
| <input type="checkbox"/> Clean Messages | 17.9% | 59,710 |
| Total Attempted Messages: | | 334,434 |

Outgoing Mail Graph



Outgoing Mail Summary

| | | |
|---|-------|---------------|
| <input type="checkbox"/> Spam Detected | 0.0% | 0 |
| <input type="checkbox"/> Virus Detected | 0.0% | 0 |
| <input checked="" type="checkbox"/> Detected by Advanced Malware Protection | 0.0% | 0 |
| <input checked="" type="checkbox"/> Messages with Malicious URLs | 0.0% | 0 |
| <input checked="" type="checkbox"/> Stopped by Content Filter | 0.1% | 91 |
| <input checked="" type="checkbox"/> Stopped by DLP | 0.0% | 0 |
| <input type="checkbox"/> Clean Messages | 99.9% | 96,227 |
| Total Messages Processed: | | 96,318 |

| | | |
|----------------------------------|-------|---------------|
| Hard Bounces | 1.9% | 1,854 |
| Delivered | 98.1% | 94,363 |
| Total Messages Delivered: | | 96,217 |

ironport.example.com - 01 Dec 2021 01:00 (GMT -06:00)

Copyright © 2003-2021 Cisco Systems, Inc. All rights reserved.

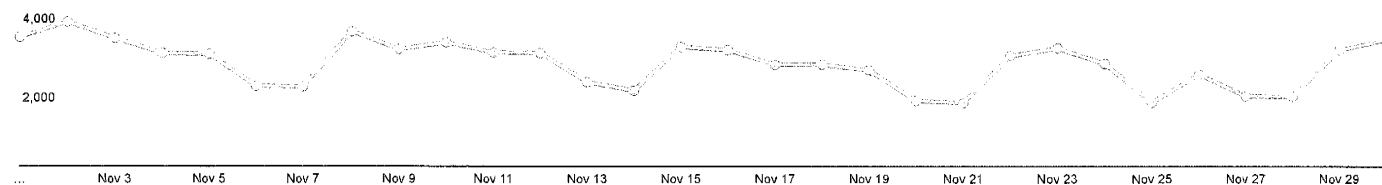
Site Traffic

Nov 1, 2021 - Nov 30, 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 |
|------------------|--|--|--|--|--|--|--|
| | 78,277 % of Total: 100.00% (78,277) | 2.19 Avg for View: 2.19 (0.00%) | 171,591 % of Total: 100.00% (171,591) | 51,599 % of Total: 100.00% (51,599) | 42,250 % of Total: 100.05% (42,230) | 43.41% Avg for View: 43.41% (0.00%) | 00:01:33 Avg for View: 00:01:33 (0.00%) |
| 1. 02 | 3,660 (4.68%) | 2.14 | 7,841 (4.57%) | 3,244 (4.74%) | 1,993 (4.72%) | 50.22% | 00:01:35 |
| 2. 08 | 3,423 (4.37%) | 2.20 | 7,532 (4.39%) | 3,011 (4.40%) | 1,921 (4.55%) | 44.49% | 00:01:29 |
| 3. 01 | 3,274 (4.18%) | 2.23 | 7,302 (4.26%) | 2,855 (4.17%) | 1,606 (3.80%) | 40.29% | 00:01:32 |
| 4. 03 | 3,246 (4.15%) | 2.15 | 6,977 (4.07%) | 2,853 (4.17%) | 1,733 (4.10%) | 44.79% | 00:01:43 |
| 5. 30 | 3,213 (4.10%) | 2.36 | 7,574 (4.41%) | 2,776 (4.06%) | 1,629 (3.86%) | 37.13% | 00:01:32 |
| 6. 10 | 3,144 (4.02%) | 2.25 | 7,066 (4.12%) | 2,660 (3.89%) | 1,587 (3.76%) | 41.51% | 00:01:39 |
| 7. 15 | 3,033 (3.87%) | 2.33 | 7,082 (4.13%) | 2,605 (3.81%) | 1,541 (3.65%) | 39.40% | 00:01:32 |
| 8. 23 | 2,998 (3.83%) | 2.17 | 6,492 (3.78%) | 2,659 (3.89%) | 1,730 (4.09%) | 44.26% | 00:01:29 |
| 9. 09 | 2,968 (3.79%) | 2.24 | 6,634 (3.87%) | 2,559 (3.74%) | 1,532 (3.63%) | 41.07% | 00:01:38 |
| 10. 16 | 2,951 (3.77%) | 2.35 | 6,948 (4.05%) | 2,540 (3.71%) | 1,503 (3.56%) | 38.53% | 00:01:33 |

Rows 1 - 10 of 30

LEGAL 7

MONTHLY REPORT - LEGAL DEPARTMENT
November 2021 Report
(Submitted December 10, 2021)

MONTHLY HIGHLIGHTS:

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

This case arises out of the denial of certificates of appropriateness for three windows that the plaintiff replaced on a house in the Chautauqua Historic District. In the prior appeal, the court held that the City was required to allow Mr. Easley to request a variance and an appeal before the Board of Adjustment. Mr. Easley filed a request for a variance and an appeal with the BOA. Mr. Easley's request for a variance and his appeal were denied by the BOA. Mr. Easley failed to timely appeal the BOA's decisions to district court and the district court dismissed Mr. Easley's appeal. On November 2, 2021, the Court of Civil Appeals affirmed the district court's ruling. Mr. Easley has asked the Oklahoma Supreme Court to consider the issue. Thus, this case will remain on the Monthly Report until the Oklahoma Supreme Court issues a ruling.

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

This case arises out of the denial of a zoning request by Golden Tribe LLC. The district court affirmed Council's decision and Golden Tribe appealed. On November 5, 2021, the Court of Civil Appeals affirmed the district court's ruling. Golden Tribe did not request review by the Oklahoma Supreme Court, and thus the mandate has been issued. Consequently, this case will no longer appear on the Monthly Report.

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. IAFF, 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)

Martin Florez v. City of Norman & John Doe, CJ-2021-1051

This case was filed on November 12, 2021. It arises out of personal injuries alleged to have been sustained at the City's Transfer Station.

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)

Vahe Patatanyan v. City of Norman, CP-2021-28

This case was filed on October 20, 2021, and served on the City in November 2021. The application requests the return of 13 pounds of marijuana that was recovered from burglary suspects. The district court is currently considering whether the return of this property is prohibited by Oklahoma law.

Remy v. Hall, et al., Case No. CV-2017-1853 (K, S)

Shaz Investment Group, LLC v City of Norman, CJ-2021-1044 (K)

This case was filed on November 9, 2021. It arises out of Council's denial of a request for an amendment to the Land Use and Transportation Plan to accommodate a proposed residential development.

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. Tietz Revocable Trust, et al., CJ-2013-775 (M)

City of Norman v Apex Properties, LLC, et al., CJ-2021-221 (M)

City of Norman v. The Uplands Development Co., LLC, et al., CJ-2021-227 (M)

City of Norman v. Hallbrooke Development Group One, LLC, et al., CJ-2021-228 (M)

City of Norman v. Ronald A. Ashley, et al., CJ-2021-337 (M)

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)

AFSCME Grievance FYE 22-02 – (Jerry Younts and Bennie Gilmore – COVID-19 Leave)

AFSCME Grievance FYE 22-02 – (Tara Klepper – COVID-19 Leave)

IAFF Grievance FYE 21 – (Carl Smith – Improper Compensation)

IAFF Grievance FYE 22 – (Battalion Chief)

IAFF Grievance FYE 22 – (Intellitime)

IAFF Grievance FYE 22 – (Chris Koscinski Termination for Disability)

IAFF Grievance FYE 22 – (Jesse Baldwin – Written Reprimand)

IAFF Grievance FYE 22 – (Jonathan Wilk – Written Reprimand)

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 November 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 |
| AUG | 683 | 444 | 236 | 10 | 11 | 9 | 15 | 14 | 5 |
| SEPT | 497 | 520 | 263 | 17 | 10 | 9 | 14 | 13 | 5 |
| OCT | 581 | 325 | 269 | 23 | 4 | 12 | 18 | 7 | 6 |
| NOV | 390 | 259 | 228 | 9 | 0 | 2 | 11 | 6 | 6 |
| DEC | 444 | 279 | | 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 | 1,271 | 222 | 80 | 43 | 129 | 105 | 29 |

* Correction

WORKERS' COMPENSATION COURT

The total number cases pending as of November 2021 are 17. During the month of November, there were no new workers compensation cases filed. One settlement was approved by Council on November 9, 2021. 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 |

Legal – November 2021 Monthly Report
 December 10, 2021
 Page 5 of 6

List of Pending Cases

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

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

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

(Police, Animal Welfare, Animal Welfare Officer, R. Ankle, Mid/Low Back)

Amason, Amber v. City of Norman, WCC 2012-12306 K

(Police, Patrol, MPO, Intestinal/Parasite/Infection)

Baskeyfield, Henry L. v. City of Norman, CM-2020-03971 A

(Police/Animal Control/AWO, Low Back)

A settlement in the above case was approved by Council on November 9, 2021 and will no longer appear on the monthly report.

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 + Neck, Headaches + Consequential Erectile Dysfunction) + Disfigurement to Stomach)

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 November 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 | 2 | 11 | 10 | 9 |
| Parks | | 1 | 4 | 6 | 6 |
| Planning | 1 | 1 | | | |
| Police | | 3 | 3 | 5 | 10 |
| Public Works – other | 1 | 1 | 2 | 3 | |
| Public Works – Stormwater | | | | 2 | |
| Public Works – Engineering | | | 1 | 2 | |
| Public Works – Streets | 1 | 7 | 9 | 11 | 6 |
| Utilities – Water | 1 | 5 | 11 | 11 | 12 |
| Utilities – Sanitation | | | 12 | 12 | 10 |
| Utilities – Sewer | 1 | 1 | 5 | 5 | 3 |
| TOTAL CLAIMS | 6 | 22 | 63 | 71 | 56 |

| CURRENT CLAIM STATUS | FYE 22 TO DATE | FYE 21 | FYE 20 | FYE 19 |
|---|---------------------------|---------------|---------------|---------------|
| Claims Filed | 22 | 63 | 71 | 56 |
| Claims Open and Under Consideration | 8 | 0 | 0 | 0 |
| Claims Not Accepted Under Statute/Other | 2 | 10 | 11 | 8 |
| Claims Paid Administratively | 3 | 11 | 13 | 10 |
| Claims Paid Through Council Approval | 1 | 7 | 14 | 12 |
| Claims Resulting in a Lawsuit for FY | 0 | 3 | 1 | 4 |
| Claims Barred by Statute (No Further Action Allowed) | 0 | 23 | 32 | 22 |
| Claims in Denied Status (Still Subject to Lawsuit) | 8 | 9 | 0 | 0 |

MUNICIPAL COURT

8

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

CASES FILED

| | <u>NOVEMBER</u> | <u>FY22</u> | <u>Y-T-D</u> | <u>NOVEMBER</u> | <u>FY21</u> | <u>Y-T-D</u> |
|--------------------|------------------------|--------------------|---------------------|------------------------|--------------------|---------------------|
| Traffic | 274 | | 1652 | 796 | | 3966 |
| Non-Traffic | 178 | | 973 | 201 | | 1289 |
| SUB TOTAL | 452 | | 2,625 | 997 | | 5,255 |
| Parking | 487 | | 3229 | 539 | | 2557 |
| GRAND TOTAL | 939 | | 5,854 | 1,536 | | 7,812 |

CASES DISPOSED

| | <u>NOVEMBER</u> | <u>FY22</u> | <u>Y-T-D</u> | <u>NOVEMBER</u> | <u>FY21</u> | <u>Y-T-D</u> |
|--------------------|------------------------|--------------------|---------------------|------------------------|--------------------|---------------------|
| Traffic | 406 | | 2135 | 686 | | 4557 |
| Non-Traffic | 211 | | 883 | 170 | | 1124 |
| SUB TOTAL | 617 | | 3,018 | 856 | | 5,681 |
| Parking | 529 | | 4163 | 355 | | 1660 |
| GRAND TOTAL | 1,146 | | 7,181 | 1,211 | | 7,341 |

REVENUE

| | <u>NOVEMBER</u> | <u>FY22</u> | <u>Y-T-D</u> | <u>NOVEMBER</u> | <u>FY21</u> | <u>Y-T-D</u> |
|--------------------|------------------------|--------------------|----------------------|------------------------|--------------------|----------------------|
| Traffic | \$ 24,325.40 | | \$ 214,415.21 | \$ 70,754.04 | | \$ 461,504.74 |
| Non-Traffic | \$ 10,407.54 | | \$ 106,385.53 | \$ 20,493.38 | | \$ 123,717.99 |
| SUB TOTAL | \$ 34,732.94 | | \$ 320,800.74 | \$ 91,247.42 | | \$ 585,222.73 |
| Parking | \$ 19,235.00 | | \$ 138,222.26 | \$ 8,091.00 | | \$ 39,363.00 |
| GRAND TOTAL | \$ 53,967.94 | | \$ 459,023.00 | \$ 99,338.42 | | \$ 624,585.73 |

MUNICIPAL COURT - MONTHLY REPORT
November 2021

JUVENILE COMMUNITY SERVICE PROGRAM

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

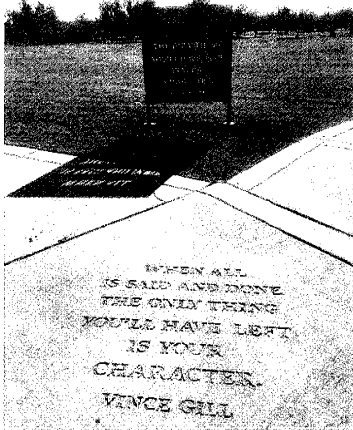
MEDIATION PROGRAM

The Early Settlement – Norman Mediation Program accepted 45 new cases and closed 41 cases during the month of November 2021. 3 Mediations were held.

PARKS AND RECREATION 9

Park Planning Activities November 2021

NORMAN FORWARD Andrews Park:



The new public art piece, titled “In Their Words” was dedicated on Friday, November 12, at 5:00 as part of the 2nd Friday Art Walk that takes place every month in the Walker Arts District downtown. Public art is a part of most NORMAN FORWARD projects; and the committee appointed for Andrews Park chose OKC artist M J Alexander to produce the park-wide project that includes etchings in the sidewalks of the park of quotes of famous people from Norman. Those selected include Dr. George Henderson, Nadia Comaneci, Vince Gill, and James Auchiah. The Mayor and several members of the public attended the unveiling and toured Andrews Park, to see each of the

pieces located in several different locations at major walkway intersections. Many are visible and readable from the road to passing motorists.

NORMAN FORWARD Reaves Park:



Flintco Construction continued working in the unseasonably warm weather on the improvements to the youth baseball/softball complex and the adult softball fields at the park. Work progressed on the north parking lot improvements off of Timberdell Road which serve the existing adult fields—which will from now-on host youth and adult games. We are also working to build the new loop park road

that will provide access to the new interior parking lots and the new youth baseball 4-plex that will be built in the space currently occupied by our park maintenance facility. The project is expected to last 14 months, with different areas of the park being fenced-off from the public as we go, in order to keep everyone safe, and the site secure. This NORMAN FORWARD project to improve Reaves Park will make the park home for all youth and adult baseball and softball, once complete. The project has been closely coordinated with the annual Medieval Fair, which occurs every April at the park. The area for the fair will remain mostly un-changed in this phase of work; but any changes that are made will be planned as part of the fair setup from now on.

Neighborhood Parks:

We have advertised for proposals to replace the play equipment at Cherry Creek Park, while we also work to upgrade park furniture and signage city-wide as part of the Norman Forward Neighborhood Park Improvements Project.

NOVEMBER 2021
RECREATION DIVISION
MONTHLY REPORT

Senior Center: The Norman Senior Center saw a monthly attendance of 713. Global Insurance hosted a Medicare Information seminar on Monday, November 1, 2021. On Wednesday, November 10th, 18 patrons traveled to the First Americans Museum and ate lunch afterwards. TRIAD hosted Bingo on Wednesday, November 17th and on Thursday, November 18th, the Ceramics group hosted their annual Thanksgiving Luncheon with approximately 15 in attendance. The center was closed on Thursday and Friday, November 25th and 26th in observance of the Thanksgiving Holiday.

Little Axe Community Center: The Head Start program currently has 11 children enrolled and the after school program has six students enrolled. Meals on Wheels is available citizens in the Little Axe Community and Norman Regional Hospital prepares the meals daily. The Little Axe Community Center put together and distributed 21 Thanksgiving Baskets to Community members. The Little Axe Community Center held a Thanksgiving Community Dinner at the Center on Wednesday, November 24th and 15 citizens were in attendance.

12th Avenue Recreation Center: The 12th Avenue Recreation Center's After School Program ran three weeks in the month of November averaging 29 students per day. Students completed Thanksgiving themed holiday crafts & participated in decorating the after school room. Students were surprised when a hedgehog was brought in to play with for the day. The center also held a Thanksgiving break camp from the 22 - 24th and had 17 registered campers. The Center's adult basketball league had 9 regular season games played throughout November. Momleta is a new fitness class at the Center, and is scheduled MWF at 9:15 a.m., for moms of all ages & stages that combines core, cardio and strength for a full body workout. Kids 4 and under can come with their moms and stay in a stroller during workout. November 14th, the Center partnered with IMMY Labs & hosted a vaccination pod that had over 200 people receive their 1st, 2nd, or Booster dose of the COVID-19 vaccine. This pod was one of the first to offer doses to kids age 5-11 & all participants received a \$25 gift card to a local Norman restaurant and a voucher for a food truck at the pod.

Irving Recreation Center: Irving Recreation Center had 1 facility rental this month. Captivating my Creative Culture (CCC) hosted a series of free art classes for middle school and high school students at Irving. Athletes Global hosted a 6 week Cheer & Hip-Hop class at Irving for youth ages 6 & up. Free tutoring for youth in grades K-8th is offered on Wednesdays from 6-7pm. The Red Dirt Collective organization hosted community wide Mutual Aid Fair at the Irving Recreation Center on Saturday, November 20th. Hundreds of patrons in the community were in attendance. This free event offered such things as free groceries, bike repairs, brake light repairs, free clothing, and other resources.

Whittier Recreation Center:

The Junior Jammer Basketball fall 2021 league continued this month; this program is coed & is for player's ages 5-13 years old. Teams played games at the Whittier and Irving Recreational Centers once a week beginning in October. This league will have a post-season tournament & will end by Thanksgiving Break. Participants enrolled online at www.juniorjammer.com, called the Whittier Recreation to enroll over the phone or visited the Center to enroll in person. There were scholarships available to those who qualified. The 2022 winter league opened for registration this month online and in person & the league will begin at the end of January. Whittier Middle School basketball games began this month. The schools booster club is running the concession this season for the first time. The staff is here during the games to assist with any issues in the building. The after school program continued this month. We offered homework time, gym games, STEAM learning activities, board games, arts & crafts, movies, free meals/snacks and much more! The City of Norman Parks & Recreation Department has officially become a licensed DHS Community Hope Center and are now accepting DHS subsidy payments. The program is currently full with 30 students and there is a current waiting list. The clogging class was held on Tuesdays and Thursdays this month along with Tippi Toes who offered dance classes on Wednesday nights.

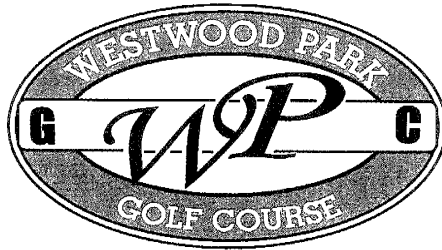
| FACILITY ATTENDANCE: | Month | Year to Date |
|---|-------|--------------|
| Senior Center (includes congregate meals) | 713 | 4,055 |
| Little Axe Community Center | 622 | 1,529 |
| 12th Avenue Recreation Center | 2,089 | 6,560 |
| Irving Recreation Center | 2,307 | 7,147 |
| Whittier Recreation Center | 2,185 | 5,990 |
| Reaves Center | 300 | 1,500 |
| Tennis Center | 2,844 | 16,576 |

NOVEMBER 2021
PARK MAINTENANCE DIVISION

Park Maintenance crews performed routine trash removal, restroom/shelter cleaning & landscape maintenance in City parks. Crews prepared for the Annual Winterfest Celebration at Legacy Park & the Andrews Christmas Tree Lighting.

| SAFETY REPORT | FYE-22MTD | FYE-22YTD | | FYE-21MTD | FYE-21YTD |
|-------------------------------|------------------------|---------------------------|--|------------------------|---------------------------|
| On-The-Job Injuries | 0 | 0 | | 1 | 3 |
| Vehicle Accidents | 0 | 0 | | 0 | 0 |
| Employee responsible | 0 | 0 | | 0 | 0 |
| ROUTINE ACTIVITIES | Total Man Hours | Hours YEAR-TO-DATE | | Total Man Hours | Hours YEAR-TO-DATE |
| Mowing | 70.50 | 460.00 | | 0.00 | 358.00 |
| Trim Mowing | 410.00 | 2763.50 | | 0.00 | 2832.50 |
| Chemical Spraying | 4.00 | 208.00 | | 5.00 | 193.00 |
| Fertilization | 0.00 | 16.00 | | 0.00 | 12.00 |
| Tree Planting | 0.00 | 0.00 | | 0.00 | 1.00 |
| Tree & Stump Removal | 0.00 | 51.00 | | 16.00 | 36.00 |
| Tree Trimming/Limb Pick-Up | 84.00 | 340.00 | | 703.00 | 1561.00 |
| Restroom/Trash Maintenance | 0.00 | 40.00 | | 0.00 | 763.50 |
| Play Equipment Maintenance | 0.00 | 253.00 | | 0.00 | 114.00 |
| Sprinkler Maintenance | 78.00 | 357.00 | | 0.00 | 129.00 |
| Watering | 0.00 | 0.00 | | 0.00 | 0.00 |
| Grounds/Building Maintenance | 0.00 | 0.00 | | 0.00 | 189.00 |
| Painting | 0.00 | 0.00 | | 0.00 | 0.00 |
| Planning Design | 0.00 | 469.00 | | 18.00 | 36.00 |
| Park Development | 52.00 | 104.00 | | 0.00 | 0.00 |
| Special Projects | 0.00 | 3.00 | | 0.00 | 268.50 |
| Nursery Maintenance | 0.00 | 0.00 | | 0.00 | 0.00 |
| Flower/Shrub Bed Maintenance | 54.50 | 394.25 | | 78.00 | 493.00 |
| Seeding/Sodding | 19.01 | 59.27 | | 3.00 | 30.00 |
| Ballfield Maintenance/Marking | 0.00 | 0.00 | | 0.00 | 0.00 |
| Fence Repairs | 0.00 | 0.00 | | 271.00 | 278.00 |
| Equipment Repairs/Maintenance | 21.00 | 138.00 | | 178.00 | 776.75 |
| Material Pick-Up | 0.00 | 0.00 | | 0.00 | 42.50 |
| Miscellaneous | 0.00 | 0.00 | | 0.00 | 461.00 |
| Shop Time | 13.00 | 276.00 | | 0.00 | 111.00 |
| Snow/Ice Removal | 77.00 | 553.50 | | 9.00 | 123.00 |
| Christmas Lights | 278.00 | 278.00 | | 0.00 | 0.00 |
| Close to Home Fishing | 0.00 | 0.00 | | 0.00 | 0.00 |
| Forestry | 62.00 | 522.00 | | 0.00 | 54.00 |
| Graffiti Clean-Up | 129.00 | 552.75 | | 12.00 | 75.00 |
| Water Fountains | 28.00 | 150.00 | | 0.00 | 10.00 |
| Inground Trash | 0.00 | 0.00 | | 0.00 | 0.00 |
| Vector Control | 0.00 | 122.00 | | 0.00 | 144.00 |

WESTWOOD/NORMAN MUNICIPAL AUTHORITY 9A



NOVEMBER 2021

Westwood Golf Course Division Monthly Progress Report

| ACTIVITY | NOV FYE'22 | NOV FYE'21 |
|--|--------------------|--------------------|
| Regular Green Fees | 474 | 561 |
| Senior Green Fees | 229 | 297 |
| Junior Fees | 38 | 38 |
| School Fees (high school golf team players) | 229 | 35 |
| Advanced Fees (high school golf team pre-pay) | 0 | 0 |
| Annual Fees (Regular, Senior & Junior Members) | 488 | 383 |
| Employee Comp Rounds | 249 | 194 |
| Golf Passport Rounds | 0 | 0 |
| 9-Hole Green Fee | 83 | 84 |
| 2:00 Fees | 14 | 93 |
| 4:00 Fees | 153 | 201 |
| Dusk Fees or 6:00 Fees | 56 | 72 |
| PGA Comp Rounds | 3 | 2 |
| *Rainchecks (not counted in total round count) | 15 | 5 |
| Misc Promo Fees (birthday, players cards, OU student) | 561 | 568 |
| Green Fee Adjustments (fee difference on rainchecks) | 2 | 5 |
| Total Rounds (*not included in total round count) | 2579 | 2533 |
| % change from FY '20 | 1.82% | |
| Range Tokens | 2029 | 2330 |
| % change from FY '20 | -12.92% | |
| 18 - Hole Carts | 108 | 118 |
| 9 - Hole Carts | 31 | 41 |
| 1/2 / 18 - Hole Carts | 851 | 976 |
| 1/2 / 9 - Hole Carts | 157 | 184 |
| Total Carts | 1147 | 1319 |
| % change from FY '20 | -13.04% | |
| 18 - Hole Trail Fees | 1 | 0 |
| 9 - Hole Trail Fees | 0 | 0 |
| 18 - Hole Senior Trail Fees | 0 | 2 |
| 9-Hole Senior Trail Fees | 0 | 0 |
| Total Trail Fees | 1 | 2 |
| % change from FY '20 | -50.00% | |
| TOTAL REVENUE | \$73,815.59 | \$83,620.17 |
| % change from FY '20 | -11.73% | |

NOVEMBER 2021
WESTWOOD GOLF DIVISION
MONTHLY PROGRESS REPORT

Item 12.

| SAFETY REPORT | FY 2022 | FY 2022 | FY 2021 MTD | FY 2021 YTD |
|----------------------------|----------------|----------------|--------------------|--------------------|
| | MTD | YTD | MTD | YTD |
| Injuries On The Job | 0 | 0 | 1 | -1 |
| City Vehicles Damaged | 0 | 0 | 0 | 0 |
| Vehicle Accidents Reviewed | 0 | 0 | 0 | 0 |

FINANCIAL INFORMATION

| | FYE 2022 | FYE 2022 | FY 2021 | FYE 2022 |
|---------------------------|--------------------|----------------------|---------------------|---------------------|
| | MTD | YTD | MTD | YTD |
| Green Fees | \$35,307.76 | \$271,957.55 | \$43,450.82 | \$291,431.87 |
| Driving Range | \$7,600.55 | \$62,099.05 | \$9,151.57 | \$79,092.97 |
| Cart Rental | \$19,556.38 | \$154,379.47 | \$24,487.60 | \$170,192.36 |
| Restaurant | \$11,177.62 | \$92,030.83 | \$6,373.62 | \$73,306.91 |
| Insufficient Check Charge | \$0.00 | \$0.00 | \$0.00 | \$158.91 |
| Interest Earnings | \$173.28 | \$754.01 | \$156.56 | \$777.84 |
| TOTAL INCOME | \$73,815.59 | \$581,220.91 | \$83,620.17 | \$614,960.86 |
| Expenditures | \$71,347.51 | \$605,699.93 | \$86,633.86 | \$444,418.69 |
| Income vs Expenditures | \$2,468.08 | (\$24,479.02) | (\$3,013.69) | \$170,542.17 |
| | | | | |
| Rounds of Golf | 2766 | 17811 | 2533 | 19947 |

Our greens are slowly going into dormancy, but we are still mowing them a couple times a week. The irrigation pump station VFD control is fully functional after Facility Maintenance Staff correctly diagnosed and repaired the grounding to the electrical service. We have transported and placed in our maintenance area, a 12'x16' shed that we recovered from the detention center property adjacent to Westwood Golf Course and we will use it for chemical storage for golf course maintenance. The newly constructed bentgrass green nursery is fully germinated and will be ready for first mowing in early spring. We have installed 260' of 24" drainage pipe across #3 fairway and into the left rough; however, we need to extend that drainage area another 60' to complete this project.

NOVEMBER 2021
WESTWOOD POOL
MONTHLY REPORT

FINANCIAL INFORMATION

| | FY2022 MTD | FY2022 YTD | FY2021 TOTAL |
|-----------------------------------|-----------------------|-----------------------|-------------------------|
| Swim Pool Passes | \$0.00 | \$1,810.00 | \$191,747.00 |
| Swim Pool Gate Admission | \$0.00 | \$191,042.00 | \$284,993.00 |
| Swim Lesson Fees | \$0.00 | \$3,406.00 | \$33,547.50 |
| Pool Rental | \$0.00 | \$20,906.00 | \$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 | \$0.00 | \$106,835.76 | \$127,066.89 |
| TOTAL INCOME | \$0.00 | \$324,909.76 | \$671,977.61 |
| Expenditures | \$8,995.60 | \$372,400.06 | \$624,044.12 |
| Income verses Expenditures | (\$8,995.60) | (\$47,490.30) | \$84,856.65 |

ATTENDANCE INFORMATION

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

FACILITY MAINTENANCE 9B

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

| Location | Labor Hrs | Labor Cost | Materials Cost | Total |
|-------------------|---------------|-------------------|-----------------|-------------------|
| Misc | | | | |
| Facility Maint | 0.00 | \$0.00 | \$316.88 | \$316.88 |
| Senior Center | 0.00 | \$0.00 | \$116.36 | \$116.36 |
| Total | 0.00 | \$0.00 | \$433.24 | \$433.24 |
| Electrical | | | | |
| Facility Maint | 16.75 | \$538.77 | \$112.73 | \$651.50 |
| City Hall | 35.50 | \$1,131.41 | \$538.15 | \$1,669.56 |
| Bldg A | 4.00 | \$225.06 | \$0.00 | \$225.06 |
| Bldg B | 6.00 | \$191.08 | \$0.00 | \$191.08 |
| Bldg C | 6.00 | \$196.20 | \$0.00 | \$196.20 |
| Library | 20.00 | \$646.32 | \$0.00 | \$646.32 |
| Animal Welfare | 16.50 | \$523.55 | \$0.00 | \$523.55 |
| Pistol Range | 2.00 | \$62.84 | \$0.00 | \$62.84 |
| Fire Stations | 10.50 | \$329.91 | \$0.00 | \$329.91 |
| Parks | 54.00 | \$1,727.40 | \$39.71 | \$1,767.11 |
| Rec Centers | 10.00 | \$327.00 | \$0.00 | \$327.00 |
| Senior Center | 8.00 | \$261.60 | \$0.00 | \$261.60 |
| FHA | 4.00 | \$130.80 | \$0.00 | \$130.80 |
| WW Golf | 12.00 | \$392.40 | \$0.00 | \$392.40 |
| Sanitation | 24.00 | \$784.80 | \$0.00 | \$784.80 |
| Fleet | 4.00 | \$125.68 | \$0.00 | \$125.68 |
| Traffic | 4.00 | \$125.68 | \$0.00 | \$125.68 |
| Streets | 2.00 | \$62.84 | \$0.00 | \$62.84 |
| WRF | 17.00 | \$534.14 | \$0.00 | \$534.14 |
| Total | 259.25 | \$8,317.48 | \$690.59 | \$9,008.07 |

City of Norman Facility Maintenance
November 2021 Monthly Hourly Materials Cost Report

HVAC

| | | | | |
|----------------|--------|------------|------------|-------------|
| Facility Maint | 4.00 | \$130.80 | \$320.06 | \$450.86 |
| City Hall | 33.00 | \$1,069.10 | \$2,131.14 | \$3,200.24 |
| Bldg A | 27.00 | \$867.90 | \$658.50 | \$1,526.40 |
| Bldg B | 31.00 | \$998.70 | \$832.95 | \$1,831.65 |
| Bldg C | 31.00 | \$988.70 | \$658.50 | \$1,647.20 |
| Bldg D | 20.00 | \$654.00 | \$658.50 | \$1,312.50 |
| Library | 10.00 | \$302.00 | \$270.00 | \$572.00 |
| Animal Welfare | 6.00 | \$181.20 | \$0.00 | \$181.20 |
| Shooting Range | 2.00 | \$60.40 | \$0.00 | \$60.40 |
| NIC | 10.00 | \$322.00 | \$0.00 | \$322.00 |
| Special Ops | 4.00 | \$130.80 | \$0.00 | \$130.80 |
| Fire Admin | 2.00 | \$60.40 | \$0.00 | \$60.40 |
| Fire Stations | 16.00 | \$493.20 | \$0.00 | \$493.20 |
| Parks | 10.00 | \$312.00 | \$45.15 | \$357.15 |
| Rec Centers | 22.00 | \$664.40 | \$299.67 | \$664.40 |
| Senior Center | 6.00 | \$181.20 | \$20.70 | \$201.90 |
| Sooner Theater | 6.00 | \$181.20 | \$162.74 | \$343.94 |
| WW Tennis | 2.00 | \$60.40 | \$0.00 | \$60.40 |
| Sanitation | 10.00 | \$302.00 | \$0.00 | \$302.00 |
| Traffic | 2.00 | \$60.40 | \$0.00 | \$60.40 |
| Stormwater | 6.00 | \$181.20 | \$0.00 | \$181.20 |
| Streets | 6.00 | \$181.20 | \$0.00 | \$181.20 |
| Line Maint | 4.00 | \$120.80 | \$0.00 | \$120.80 |
| Fleet | 10.00 | \$312.00 | \$0.00 | \$312.00 |
| WTP | 8.00 | \$241.60 | \$0.00 | \$241.60 |
| WRF | 8.00 | \$241.60 | \$0.00 | \$241.60 |
| Total | 296.00 | \$9,299.20 | \$5,758.24 | \$15,057.44 |

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

Plumbing

| | | | | |
|-----------------------|---------------|-------------------|-------------------|--------------------|
| Facility Maint | 40.00 | \$1,334.70 | \$34.33 | \$1,369.03 |
| City Hall | 2.00 | \$64.89 | \$0.00 | \$64.89 |
| Bldg A | 2.00 | \$62.84 | \$0.00 | \$62.84 |
| Bldg B | 11.00 | \$351.77 | \$0.00 | \$351.77 |
| Bldg C | 2.00 | \$62.84 | \$0.00 | \$62.84 |
| Library | 17.00 | \$554.64 | \$16.90 | \$571.54 |
| Animal Welfare | 4.00 | \$127.73 | \$0.00 | \$127.73 |
| NIC | 4.00 | \$127.73 | \$29.97 | \$157.70 |
| Fire Stations | 14.00 | \$450.13 | \$0.00 | \$450.13 |
| Parks | 78.00 | \$2,528.66 | \$579.03 | \$3,107.69 |
| Rec Centers | 24.00 | \$768.43 | \$143.12 | \$911.55 |
| Train Depot | 4.00 | \$125.68 | \$0.00 | \$125.68 |
| WW Golf | 6.00 | \$196.72 | \$0.00 | \$196.72 |
| WW Pool | 9.00 | \$290.98 | \$0.00 | \$290.98 |
| Sanitation | 22.00 | \$699.44 | \$352.76 | \$1,052.20 |
| Streets | 4.00 | \$125.68 | \$0.00 | \$125.68 |
| Fleet | 2.00 | \$1,027.99 | \$0.00 | \$1,027.99 |
| WRF | 32.00 | \$62.84 | \$140.19 | \$203.03 |
| Total | 277.00 | \$8,963.69 | \$1,296.30 | \$10,259.99 |

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

| | | | | | |
|-----------|---------------|---------|-------------|-------------|-------------|
| Custodial | City Hall | 109.00 | \$1,863.74 | \$880.42 | \$2,744.16 |
| | Bldg A | 109.00 | \$1,863.74 | \$880.42 | \$2,744.16 |
| | Bldg B | 159.00 | \$2,594.24 | \$801.67 | \$3,395.91 |
| | Bldg C | 109.00 | \$1,863.74 | \$880.42 | \$2,744.16 |
| | Fire Stations | 24.00 | \$611.52 | \$2,756.16 | \$3,367.68 |
| | Library | 6.00 | \$152.88 | \$219.50 | \$372.38 |
| | | | | | |
| | Total | 516.00 | \$8,949.86 | \$6,418.59 | \$15,368.45 |
| | | | | | |
| | Total | 1342.25 | \$35,530.23 | \$14,596.96 | \$50,127.19 |

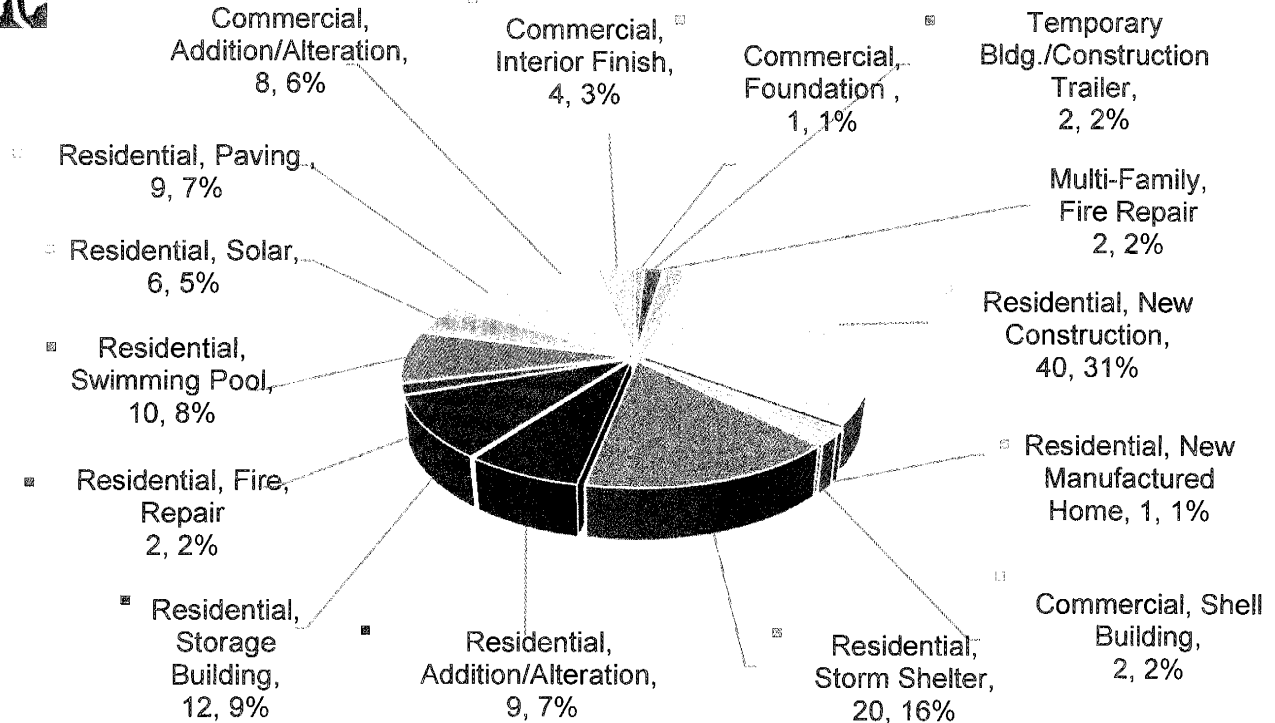
PLANNING AND COMMUNITY DEVELOPMENT 10



CITY OF NORMAN

DEVELOPMENT SERVICES DIVISION PERMIT ACTIVITY

NOVEMBER 2021 REPORT



| Permit Type | Count | Valuation |
|--------------------------------------|-------|----------------------|
| Residential, New Construction | 40 | \$ 11,994,418 |
| Residential Duplex, New Construction | 0 | \$ - |
| Residential, New Manufactured Home | 1 | \$ 20,000 |
| Commercial, New Construction | 0 | \$ - |
| Commercial, Parking Lot | 0 | \$ - |
| Commercial, Shell Building | 2 | \$ 1,320,000 |
| Residential, Storm Shelter | 20 | \$ 71,825 |
| Residential, Addition/Alteration | 9 | \$ 419,000 |
| Residential, Carport | 0 | \$ - |
| Residential, Storage Building | 12 | \$ 231,379 |
| Residential, Fire Repair | 2 | \$ 3,500 |
| Residential, Swimming Pool | 10 | \$ 744,298 |
| Residential, Manufactured Home Repl | 0 | \$ - |
| Residential, Solar | 6 | \$ 227,086 |
| Residential, Paving | 9 | \$ 63,820 |
| Commercial, Addition/Alteration | 8 | \$ 3,925,253 |
| Commercial, Interior Finish | 4 | \$ 88,600 |
| Commercial, Fire Repair | 0 | \$ - |
| Commercial, Foundation | 1 | \$ 355,000 |
| Temporary Bldg./Construction Trailer | 2 | \$ 121,000 |
| Multi-Family, New | 0 | \$ - |
| Multi-Family, Addition/Alteration | 0 | \$ - |
| Multi-Family, Foundation | 0 | \$ - |
| Multi-Family, Fire Repair | 2 | \$ 31,868 |
| Group Quarters | 0 | \$ - |
| 128 | | \$ 19,617,... |

CITY OF NORMAN
Building Permit Activity-NOVEMBER 2021

| | DESCRIPTION | 2021 YEAR TO-DATE | VALUATION | 2020 TOTALS | 2020 TOTAL VALUATION |
|------------------------|---|-------------------------|-----------------------|----------------|----------------------------|
| | Residential, New Construction..... | 498 | \$ 156,615,183 | 537 | \$ 155,417,525 |
| | Residential, New Dwelling Unit Attached..... | 0 | \$ - | - | \$ - |
| | Residential, New Manufactured Home..... | 2 | \$ 65,000 | 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..... | 1 | \$ 750,000 | 0 | \$ - |
| | Multi-Family, New Construction 5+ DU..... | 9 | \$ 22,230,000 | 25 | \$ 17,432,000 |
| | Multi-Family, Fire Repair..... | 12 | \$ 264,798 | 3 | \$ 63,128 |
| | Multi-Family, Foundation..... | 3 | \$ 170,000 | 27 | \$ 924,930 |
| | Multi-Family, Addition/Alteration..... | 2 | \$ 16,000 | 0 | \$ - |
| | Residential, Addition/Alteration..... | 174 | \$ 9,807,623 | 159 | \$ 6,979,022 |
| | Residential, Carport..... | 3 | \$ 8,710 | 10 | \$ 37,344 |
| | Residential, Storm Shelter..... | 292 | \$ 1,107,321 | 364 | \$ 1,155,682 |
| | Residential, Storage Building..... | 128 | \$ 4,409,047 | 156 | \$ 4,819,011 |
| | Residential, Fire Repair..... | 27 | \$ 1,468,116 | 23 | \$ 1,241,786 |
| | Residential, Swimming Pool..... | 142 | \$ 9,137,054 | 118 | \$ 6,436,083 |
| | Residential, Manufactured Home Replacement | 7 | \$ 582,151 | 7 | \$ 493,288 |
| | Residential, Solar..... | 6 | \$ 227,086 | | |
| | Residential, Paving..... | 100 | \$ 1,374,707 | 110 | \$ 1,026,455 |
| | Group Quarters..... | 0 | \$ - | 3 | \$ 27,809,773 |
| | TOTAL | 1406 | \$ 208,232,796 | 1551 | \$ 225,813,527 |
| NON-RESIDENTIAL | Commercial, New Construction..... | 41 | \$ 259,939,037 | 62 | \$ 59,513,823 |
| | Commercial, New Shell Building..... | 10 | \$ 8,507,000 | 11 | \$ 5,141,000 |
| | Commercial, Addition/Alteration..... | 126 | \$ 42,482,308 | 150 | \$ 50,146,843 |
| | Commercial, Interior Finish..... | 36 | \$ 3,097,700 | 41 | \$ 4,025,413 |
| | Commercial, New Foundation..... | 5 | \$ 5,730,000 | 11 | \$ 2,246,353 |
| | Commercial, Fire Repair..... | 7 | \$ 688,000 | 4 | \$ 1,050,000 |
| | Commercial, Parking Lot..... | 6 | \$ 592,640 | 8 | \$ 495,452 |
| | Commercial, Temporary Bldg./Const Trailer.... | 27 | \$ 328,391 | 24 | \$ 690,229 |
| | TOTAL | 258 | \$ 321,365,076 | 311 | \$ 123,309,113 |
| OTHER ACTIVITY | Electrical Permits..... | 1506 | | 1489 | |
| | Heat/Air/Refrigeration Permits..... | 1295 | | 1381 | |
| | Plumbing and Gas Permits..... | 1707 | | 1775 | |
| | Sign Permits..... | 389 | | 357 | |
| | Water Well Permits..... | 40 | | 31 | |
| | Garage Sale Permits..... | 771 | | 631 | |
| | Structure Moving Permits..... | 16 | | 15 | |
| | Demo-Residential Permits..... | 29 | | 49 | |
| | Demo-Non-Residential Permits..... | 8 | | 2 | |
| | Temp. Const. Bldgs. & Roll-off Permits..... | 159 | | 148 | |
| | Lot Line Adjustments Filed..... | 23 | | 12 | |
| | Certificate of Occupancy (CO)..... | 964 | | 1102 | |
| | All Field Inspections..... | 25215 | | 25135 | |
| | Net Residential Demos & Removals..... | -26 | | -47 | |
| | TOTAL VALUATION | | \$ 529,597,872 | | \$ 349,122,640 |

City of Norman
BUILDING PERMITS AND INSPECTIONS

RESIDENTIAL BUILDING PERMITS
Issued November 2021 - Sorted by Permit Type

| Permit Type | Contractor | Permit # | Date Issued | Address | Lot | Block | Subdivision | Zoning | Valuation | Project Area | KW |
|-----------------------------|-------------------------------|----------|-------------|---------------------------|-----|-------|-----------------------------|--------|------------|--------------|----|
| 1 & 2 FAMILY STORM SHELTER | GROUND ZERO SHELTERS | 4247 | 10/7/2021 | 412 MAYBURY DR | 16 | 1 | LITTLE RIVER TRAILS SEC #3 | PUD | \$ 2,500 | 21 | |
| 1 & 2 FAMILY STORM SHELTER | OKLAHOMA SHELTERS | 4812 | 11/2/2021 | 2704 SUMMIT CROSSING PKY | 2 | 5 | SUMMIT LAKES ADD #11 | R1 | \$ 3,200 | 48 | |
| 1 & 2 FAMILY STORM SHELTER | PREFERRED SHELTERS | 4824 | 11/2/2021 | 1308 CHERY LAUREL DR | 19 | 13 | COLLEGE MANOR | R1 | \$ 3,788 | 48 | |
| 1 & 2 FAMILY STORM SHELTER | OZ SAFEROOMS | 4839 | 11/2/2021 | 2803 LERKIN LN | 1 | 2 | TRAILWOODS SEC 8 | PUD | \$ 3,200 | 23 | |
| 1 & 2 FAMILY STORM SHELTER | GROUND ZERO SHELTERS | 4865 | 11/2/2021 | 420 GREENS PKY | 6 | 1 | HIGHLAND HILLS ADD SEC 10 | R1 | \$ 11,995 | 40 | |
| 1 & 2 FAMILY STORM SHELTER | GROUND ZERO SHELTERS | 4882 | 11/2/2021 | 4500 WALNUT CT | 31 | 1 | HIGHLAND VILLAGE #3 | RE | \$ 3,800 | 32 | |
| 1 & 2 FAMILY STORM SHELTER | GROUND ZERO SHELTERS | 5001 | 11/15/2021 | 3140 CORDOVA CT | 9 | 2 | WALNUT RIDGE ADD #2 | NA | \$ 3,500 | 24 | |
| 1 & 2 FAMILY STORM SHELTER | GROUND ZERO SHELTERS | 5002 | 11/15/2021 | 3726 ANDREW CT | 37 | 7 | LAS COLINAS SEC. #2 | R1 | \$ 2,495 | 32 | |
| 1 & 2 FAMILY STORM SHELTER | GROUND ZERO SHELTERS | 5005 | 11/15/2021 | 5508 FRONTIER TR | 4 | 4 | CEDAR LANE SEC. #2 | R1 | \$ 2,895 | 21 | |
| 1 & 2 FAMILY STORM SHELTER | OKLAHOMA SHELTERS | 5015 | 11/15/2021 | 5601 FRONTIER TR | 12 | 1 | GLENRIDGE SEC. #2 | R1 | \$ 2,900 | 24 | |
| 1 & 2 FAMILY STORM SHELTER | OKLAHOMA SHELTERS | 5027 | 11/16/2021 | 2616 SUMMIT TERRACE DR | 8A | 5 | GLIMRIDGE SEC. #2 | R1 | \$ 2,495 | 21 | |
| 1 & 2 FAMILY STORM SHELTER | FLAT SAFE TORNADO SHELTERS | 5074 | 11/18/2021 | 2312 KIMBALL DR | 1 | 3 | SUMMIT LAKES ADD #8 | R1 | \$ 3,300 | 23 | |
| 1 & 2 FAMILY STORM SHELTER | FLAT SAFE TORNADO SHELTERS | 5110 | 11/18/2021 | 3828 WATERBROOK DR | 10 | 3 | BELLATONA SEC. #1 | R1 | \$ 2,495 | 32 | |
| 1 & 2 FAMILY STORM SHELTER | STORM SAFE | 5141 | 11/22/2021 | 723 MIDLAND VALLEY ST | 22 | 1 | GREENLEAF TRAILS ADD 10 | PUD | \$ 2,500 | 21 | |
| 1 & 2 FAMILY STORM SHELTER | STORM SAFE | 5170 | 11/23/2021 | 1808 BLACK MESA CIR | 6 | 1 | RED CANYON RANCH SEC 7 | PUD | \$ 2,500 | 21 | |
| 1 & 2 FAMILY STORM SHELTER | BIGGS BACKHOE, INC | 5194 | 11/30/2021 | 3408 YORKTOWN CIR | 8 | 1 | JAMESTOWN ESTATES ADD 3 | R1 | \$ 4,650 | 70 | |
| 1 & 2 FAMILY STORM SHELTER | TORNADO SAFE, LLC | 5195 | 11/24/2021 | 3000 BEAR MOUNTAIN AVE | 1 | 1 | GREENLEAF TRAILS ADD 3 | R1 | \$ 3,906 | 24 | |
| 1 & 2 FAMILY STORM SHELTER | GROUND ZERO SHELTERS | 5238 | 11/24/2021 | 1713 24TH AVE | 4 | 8 | ST JAMES PARK ADD 3 | R1 | \$ 2,500 | 24 | |
| 1 & 2 FAMILY, ADD OR ALTER | MARC JONES CONSTRUCTION LLC | 4561 | 11/2/2021 | 503 MERKLE DR | 1 | 18 | WESTWOOD ESTATES | R1 | \$ 36,000 | 442 | |
| 1 & 2 FAMILY, ADD OR ALTER | PICKLESIMER, DENNY | 4805 | 11/9/2021 | 1009 WHISPERRING PINES DR | 1 | 1 | WHISPERRING PINES ADD | R1 | \$ 2,000 | 251 | |
| 1 & 2 FAMILY, ADD OR ALTER | HOMEWORKS DESIGN CONSTRUCTION | 4811 | 11/5/2021 | 824 CRUCE ST | 2 | 3 | LANDT'S #2 | R1 | \$ 9,500 | 58 | |
| 1 & 2 FAMILY, ADD OR ALTER | SH RENOVATIONS | 4888 | 11/22/2021 | 925 CHAUTAUQUA AVE | 39 | 2 | CAMPUS ADD | R1 | \$ 150,000 | 377 | |
| 1 & 2 FAMILY, ADD OR ALTER | OWNER | 4974 | 11/17/2021 | 4005 SMOCKING OAK PL | 12 | 1 | SMOKING OAK #2 | R1 | \$ 65,000 | 1250 | |
| 1 & 2 FAMILY, ADD OR ALTER | GOTCHA COVERED INC. | 5125 | 11/22/2021 | 407 BLUEBIRD DR | 14A | 4 | BROOKHAVEN #21A | R1 | \$ 10,000 | 30 | |
| 1 & 2 FAMILY, ADD OR ALTER | GARY RANDOLPH DESIGN | 5151 | 11/22/2021 | 1916 BROOKNE DR | 13 | 3 | HOWARD BIG OAK | RE | \$ 3,000 | 384 | |
| 1 & 2 FAMILY, ADD OR ALTER | OKG RENOVATION & CONSTRUCTION | 4896 | 11/9/2021 | 326 N STEWART AVE | 13 | 4 | PARK PLACE ADD #4 | R1 | \$ 3,500 | 240 | |
| 1 & 2 FAMILY, PAVING | MJL ASPHALT & CHIPSEAL | 4695 | 11/12/2021 | 2148 GARLAND CT | 18 | 2 | BROOKHAVEN #3 | R1 | \$ 140,000 | 785 | |
| 1 & 2 FAMILY, PAVING | OWNER | 4750 | 11/8/2021 | 1901 THORNTON CT | 7 | 2 | COLLEY'S #2 | R1 | \$ 2,500 | 252 | |
| 1 & 2 FAMILY, PAVING | GARCIA CONCRETE | 4783 | 11/3/2021 | 3131 POMERO ST | 8 | 20 | PEARSON EST #1 | R1 | \$ 3,000 | 640 | |
| 1 & 2 FAMILY, PAVING | HOOK & LADDER PART-WORX LLC | 4785 | 11/12/2021 | 2505 TOWERY DR | 9 | 2 | WESTWOOD ESTATES | R1 | \$ 7,000 | 720 | |
| 1 & 2 FAMILY, PAVING | CAVINS CONSTRUCTION, LLC. | 4923 | 11/8/2021 | 3908 FARMINGTON AVE | 29 | 2 | MONTICLO RANCH | PUD | \$ 15,000 | 1900 | |
| 1 & 2 FAMILY, PAVING | A & L CONCRETE | 5043 | 11/17/2021 | 908 CORBETT CT | 34 | 4 | HARTFORD PLACE #3 | R1 | \$ 1,500 | 98 | |
| 1 & 2 FAMILY, PAVING | FREDGREN, TOM | 5066 | 11/17/2021 | 1012 GOLDEN EAGLE DR | 11 | 2 | SOUTHERN HILLS ADD | R1 | \$ 4,500 | 950 | |
| 1 & 2 FAMILY, SOLAR | GREEN LIGHT SOLAR | 4907 | 11/8/2021 | 2305 REGIS CT | 6 | 3 | ARBOR LAKE ADD #6 | R1 | \$ 5,020 | 248 | |
| 1 & 2 FAMILY, SOLAR | ONE SOLAR | 4891 | 11/3/2021 | 3602 THURMAN DR | 10 | 2 | EAGLE CLIFF ADD #5 | NA | \$ 4,800 | 280 | |
| 1 & 2 FAMILY, SOLAR | PROLECTRIC CONTRACTORS LLC | 5216 | 11/24/2021 | 425 LEOPARD LILY AVE | 5 | 2 | FACULTY HEIGHTS ADD | R1 | \$ 32,560 | 594 | |
| 1 & 2 FAMILY, SOLAR | MARC JONES CONSTRUCTION LLC | 5217 | 11/30/2021 | 2851 S LAHOMA AVE | 18 | 1 | INDEPENDENCE VALLEY SEC. #1 | NA | \$ 20,460 | N/A | 16 |
| 1 & 2 FAMILY, SOLAR | VANESS WELDING & CONSTRUCTION | 4800 | 11/8/2021 | 2301 OAKRIDGE DR | 2 | 1 | POPPY GROVE SEC 2 | R1A | \$ 18,500 | N/A | 8 |
| 1 & 2 FAMILY, STORAGE BLDG | QUALITY BUILDINGS INC. | 4807 | 11/3/2021 | 1228 CROSSROADS CT | 5 | 1 | ROSS ADDITION | R1 | \$ 23,300 | N/A | 7 |
| 1 & 2 FAMILY, STORAGE BLDG | SH RENOVATIONS | 4889 | 11/22/2021 | 2607 ATWOOD CT | 7 | 3 | NOT SUBDIVIDED | A2 | \$ 44,174 | N/A | 9 |
| 1 & 2 FAMILY, STORAGE BLDG | BETTER BARNS | 4904 | 11/9/2021 | 110 MOSER ST | 12 | 1 | WALNUT RIDGE ADD #2 | NA | \$ 88,082 | N/A | 17 |
| 1 & 2 FAMILY, STORAGE BLDG | TUFF SHED | 4952 | 11/2/2021 | 1528 CRAWFORD AVE | 2 | 2 | OAKRIDGE EST #1 | RE | \$ 23,450 | 768 | |
| 1 & 2 FAMILY, STORAGE BLDG | GOTCHA COVERED INC. | 5040 | 11/19/2021 | 4101 110TH AVE | 14 | 1W | CROSSROADS WEST #2 | R1 | \$ 5,239 | 168 | |
| 1 & 2 FAMILY, STORAGE BLDG | BETTER BARNS | 5042 | 11/19/2021 | 8450 POST OAK RD | 4 | 1 | NORMANDY MANOR | R1 | \$ 7,575 | 200 | |
| 1 & 2 FAMILY, STORAGE BLDG | ALLSTRUCTURES | 5056 | 11/15/2021 | 1000 SHERRY AVE | 44 | 7 | SMOKING OAK #2 | R1 | \$ 50,000 | 508 | |
| 1 & 2 FAMILY, STORAGE BLDG | GOTCHA COVERED INC. | 5087 | 11/30/2021 | 4319 WAYSIDE DR | 9 | 1 | HIGHLAND ADDITION | R2 | \$ 6,181 | 120 | |
| 1 & 2 FAMILY, STORAGE BLDG | TUFF SHED | 5128 | 11/19/2021 | 2002 WESTBROOKE TER | 18 | 7 | CRYSTAL HEIGHTS | R1 | \$ 8,000 | 192 | |
| 1 & 2 FAMILY, STORAGE BLDG | OWNER | 5152 | 11/30/2021 | 217 DALE ST | 10 | 10 | NOT SUBDIVIDED | A2 | \$ 39,000 | 1200 | |
| 1 & 2 FAMILY, SWIMMING POOL | SEA BREEZE POOLS | 4748 | 11/2/2021 | 3518 BERGEN PEAK DR | 1 | 2 | NOT SUBDIVIDED | R1 | \$ 38,000 | 1440 | |
| 1 & 2 FAMILY, SWIMMING POOL | BLUE HAVEN POOLS OF OK | 4804 | 11/12/2021 | 2621 SUMMIT TERRACE DR | 5 | 4 | WOODSLAWN ADD #2 | R1 | \$ 5,000 | 64 | |
| 1 & 2 FAMILY, SWIMMING POOL | SIGNATURE CUSTOM POOLS | 4863 | 11/22/2021 | 7477 LINDSEY ST | 6 | 2W | INDIAN SPRINGS ESTATES | RE | \$ 44,598 | 1500 | |
| 1 & 2 FAMILY, SWIMMING POOL | AQUASCAPE POOLS | 4805 | 11/22/2021 | 4213 SPRING VIEW RD | 9 | 1 | TULL'S ADD #1 | PUD | \$ 55,000 | 560 | |
| 1 & 2 FAMILY, SWIMMING POOL | AQUASCAPE POOLS | 4806 | 11/22/2021 | 3921 FARM HILL RD | 21 | 1 | SUMMIT LAKES ADD #8 | R1 | \$ 59,451 | 868 | |
| 1 & 2 FAMILY, SWIMMING POOL | AQUASCAPE POOLS | 4859 | 11/10/2021 | 4422 TIMBERIDGE DR | 12 | 2 | NOT SUBDIVIDED | R1 | \$ 50,000 | 1040 | |
| 1 & 2 FAMILY, SWIMMING POOL | SEA BREEZE POOLS | 5019 | 11/23/2021 | 1529 FOUNTAIN VIEW DR | 2 | 1 | VISTA SPRINGS ESTATES ADD 2 | RE | \$ 46,000 | 860 | |
| 1 & 2 FAMILY, SWIMMING POOL | PRISTINE POOLS | 5079 | 11/29/2021 | 1600 GOLDFINCH CT | 34 | 1 | FOUNTAIN VIEW SEC. #1 | RE | \$ 100,000 | 1568 | |
| 1 & 2 FAMILY, SWIMMING POOL | S & S POOLS | 5187 | 11/29/2021 | 4408 SARATOGA DR | 10 | 2 | GRANDVIEW EST NORTH #2 | NA | \$ 120,000 | 1532 | |
| 1 FAMILY, MANUFACTURED HOME | OWNER | 4855 | 11/8/2021 | 5703 PORTER AVE | 5 | 2W | FOUNTAIN VIEW SEC. #1 | R1 | \$ 85,000 | 1126 | |

| TOTAL PERMITS (EXCLUDING TEMP ROLL-OFF) | | | | | | | | | | AVERAGE VALUATION | | AVERAGE PROJECT AREA | | TOTAL PROJECT AREA | | TOTAL DEMO-NET DWELLING UNITS | |
|--|---------------|------------|-----------|-----------------|---------------|------------|-----------|-------------------------------|---------------|-----------------------|-----------|----------------------|---------------------------------|--------------------|-----------|-------------------------------|---------------|
| 111 | | | | | | | | | | 13,807,194 124,389 | | 156,671 1,511 | | 1 | | -1 | |
| Permit Type | Permit Counts | Unit Count | Valuation | Permit Type | Permit Counts | Unit Count | Valuation | Permit Type | Permit Counts | Unit Count | Valuation | Permit Type | Permit Counts | Unit Count | Valuation | Permit Type | Permit Counts |
| 1 FAMILY, NEW CONSTRUCTION | 3853 | 11/22/2021 | 45114 | ENCLAVE | CIR | 4 | 13 | FOUNTAIN VIEW NORTH | PUD | \$ | 173,280 | 2453 | RESIDENTIAL, STORAGE CONTAINER | 0 | | | |
| 1 FAMILY, NEW CONSTRUCTION | 3859 | 11/22/2021 | 4522 | ENCLAVE | CIR | 4 | 11 | FOUNTAIN VIEW NORTH | PUD | \$ | 167,770 | 2407 | TEMPORARY ROLL-OFF, RESIDENTIAL | 11 | | | |
| 1 FAMILY, NEW CONSTRUCTION | 3861 | 11/22/2021 | 4518 | ENCLAVE | CIR | 4 | 12 | FOUNTAIN VIEW NORTH | PUD | \$ | 146,965 | 2172 | TEMPORARY ROLL-OFF, OTHER | 2 | | | |
| 1 FAMILY, NEW CONSTRUCTION | 3863 | 11/22/2021 | 4528 | ENCLAVE | CIR | 4 | 16 | FOUNTAIN VIEW NORTH | PUD | \$ | 167,700 | 2407 | SEASONAL STORAGE CONTAINER | 1 | | | |
| 1 FAMILY, NEW CONSTRUCTION | 3865 | 11/22/2021 | 4530 | ENCLAVE | CIR | 15 | 4 | FOUNTAIN VIEW NORTH | PUD | \$ | 146,965 | 2172 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4489 | 11/22/2021 | 1400 | MONTEREY | RD | 7 | 4 | MONTEREY ADD #2 | R1 | \$ | 240,000 | 2753 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4505 | 11/22/2021 | 1304 | TORREY PINES | RD | 12 | 2 | MONTEREY ADD #2 | R1 | \$ | 220,000 | 2728 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4507 | 11/22/2021 | 2104 | VALLEY HOLLOW | RD | 3 | 5 | SUMMIT VALLEY SEC. #2 | R1 | \$ | 250,000 | 3204 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4509 | 11/22/2021 | 2112 | VALLEY HOLLOW | RD | 3 | 5 | SUMMIT VALLEY SEC. #2 | R1 | \$ | 240,000 | 2753 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4522 | 11/22/2021 | 1902 | PROVIDENCE | DR | 11 | 19 | HALLBROOK ADD #6 | R1 | \$ | 438,900 | 3363 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4777 | 11/22/2021 | 6315 | ROSE ROCK HILL | AVE | 23 | 1W | MILLER PINES NCOS | A2 | \$ | 429,000 | 2409 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4787 | 11/22/2021 | 1750 | 120TH | AVE | 24 | 2W | NOT SUBDIVIDED | A2 | \$ | 750,000 | 3222 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4795 | 11/22/2021 | 1601 | 48TH | AVE | 33 | 2 | PRIDE #034 | RE | \$ | 254,000 | 2684 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4805 | 11/22/2021 | 10009 | KIMBALL | AVE | 23 | 3 | ST JAMES PARK ADD 6 | R1 | \$ | 315,000 | 3022 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4852 | 11/22/2021 | 2203 | 143RD | AVE | 18 | 3 | PARK ADD | R1 | \$ | 60,000 | 732 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4853 | 11/22/2021 | 702 | DAKOTA | ST | 3 | 6 | BROOKHAVEN PLACE | PUD | \$ | 702,248 | 4620 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5008 | 11/22/2021 | 1908 | DONDORE | DR | 22A | 12 | VINTAGE CREEK ADDITION | PUD | \$ | 400,000 | 3263 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5062 | 11/22/2021 | 620 | TIMBERCREEK | DR | 1 | 3W | NOT SUBDIVIDED | A2 | \$ | 900,000 | 7405 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5114 | 11/22/2021 | 5425 | ROCK CREEK | DR | 16 | 11 | BELLATONA SEC. #2 | R1 | \$ | 300,000 | 2975 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5115 | 11/22/2021 | 5425 | ROCK CREEK | DR | 16 | 3W | NOT SUBDIVIDED | A2 | \$ | 300,000 | 3064 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5172 | 11/22/2021 | 2220 | NORWOOD | DR | 11 | 5 | ST JAMES PARK ADD 3 | R1 | \$ | 270,000 | 3064 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5219 | 11/22/2021 | 2510 | LANGLEY | CT | 5 | 5 | ST JAMES PARK ADD 5 | R1 | \$ | 289,000 | 3231 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5234 | 11/22/2021 | 2504 | CHARLTON | DR | 2 | 5 | ALAMEDA PARK ADD #1 | R1 | \$ | 165,000 | 2383 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5235 | 11/22/2021 | 2624 | SUMMIT CROSSING | DR | 11 | 6 | VISTA SPRINGS ESTATES ADD 2 | RE | \$ | 500,000 | 6273 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4425 | 11/22/2021 | 529 | 23RD | AVE | 16 | 5 | EAGLE CLIFF ADD #7 | R1 | \$ | 152,010 | 2204 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4616 | 11/22/2021 | 7533 | SPRING VIEW | DR | 11 | 1 | MONTEREY ADD #1 | R1 | \$ | 140,500 | 2070 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4814 | 11/22/2021 | 2131 | ARCADY | AVE | 2 | 3 | MONTEREY ADD #1 | R1 | \$ | 396,000 | 3323 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4815 | 11/22/2021 | 2127 | ARCADY | AVE | 2 | 3 | LITTLE RIVER TRAILS SEC #2 | PUD | \$ | 308,580 | 3352 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4885 | 11/22/2021 | 1132 | OSPREY | DR | 4 | 1 | LITTLE RIVER TRAILS SEC #1 | PUD | \$ | 308,580 | 3433 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4903 | 11/22/2021 | 1136 | VILLAVEROE | CT | 4 | 2 | RED CANYON RANCH SEC 6 | PUD | \$ | 223,560 | 2484 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5055 | 11/22/2021 | 681 | CATALINA | CT | 7 | 1 | RED CANYON RANCH SEC 7 | PUD | \$ | 237,510 | 2639 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5062 | 11/22/2021 | 3907 | ALAMOSA | RD | 7 | 3 | RED CANYON RANCH SEC 7 | PUD | \$ | 303,030 | 3367 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5075 | 11/22/2021 | 222 | SANDRA | TR | 2 | 1 | CASCADE ESTATES PUD #5 | PUD | \$ | 190,000 | 3106 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5076 | 11/22/2021 | 4009 | SAWILL | RD | 7 | 2 | ST JAMES PARK ADD 6 | R1 | \$ | 270,000 | 2792 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5077 | 11/22/2021 | 1034 | SAWILL | RD | 2 | 1 | ST JAMES PARK ADD 5 | R1 | \$ | 300,000 | 3470 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5078 | 11/22/2021 | 1017 | MOUNT IRVING | WAY | 2 | 1 | OAKHURST ADD SEC 07 | NA | \$ | 7500 | 7500 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5142 | 11/22/2021 | 3818 | BLACK MESA | RD | 22 | 1 | J.A. JONES ADDITION | R1 | \$ | 24,368 | 200 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4745 | 11/22/2021 | 3912 | IRVINE | DR | 11 | 2 | NOT SUBDIVIDED | R1 | \$ | - | 0 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 4853 | 11/22/2021 | 2214 | KIMBALL | DR | 7 | 4 | SKM ADD, REPLAT OF MADISON SQ | A2 | \$ | - | 0 | | | | | |
| 1 FAMILY, NEW CONSTRUCTION | 5131 | 11/22/2021 | 3014 | BIRMINGHAM | DR | 7 | 6 | VILLAGE WEST ADD | 11 | \$ | - | 0 | | | | | |
| 3+ FAMILY, FIRE REPAIR | 5172 | 11/22/2021 | 401 | 12TH | AVE | 191 | 22 | TIFIN ADD | RM6 | \$ | - | 0 | | | | | |
| 3+ FAMILY, FIRE REPAIR | 5214 | 11/22/2021 | 1911 | TWISTED OAK | DR | 13 | 15 | INDIAN HILLS ESTATES #2 | RE | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 5069 | 11/16/2021 | 1612 | HIGH MEADOWS | DR | 13 | 15 | NOT SUBDIVIDED | A2 | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 5101 | 11/16/2021 | 101 | HUGH-BERT | LN | 7 | 4 | SKM ADD, REPLAT OF MADISON SQ | 11 | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 5249 | 11/29/2021 | 700 | SPRINGWOOD | LN | 2 | 2W | TIFIN ADD | RM6 | \$ | - | 0 | | | | | |
| SEASONAL STORAGE CONTAINER | 5003 | 11/10/2021 | 4091 | FRANKLIN | RD | 2 | 1 | NOT SUBDIVIDED | RE | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, OTHER | 4866 | 11/19/2021 | 454 | 24TH | AVE | 2 | 1 | J.A. JONES ADDITION | A2 | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, OTHER | 4883 | 11/10/2021 | 2073 | LINSEY | ST | 6 | 1 | HALL PARK #3 | R2 | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 4879 | 11/3/2021 | 706 | TIFIN | AVE | 14 | 1E | BEAIRE ADD SEC 3 | NA | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 4879 | 11/3/2021 | 1612 | MOHAWK | RD | 16 | 2 | TIMBERLAKE ESTATES | RE | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 4892 | 11/9/2021 | 2451 | 156TH | AVE | 31 | 1W | | | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 5016 | 11/22/2021 | 600 | 66TH | AVE | 31 | 15 | | | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 5069 | 11/15/2021 | 101 | HUGH-BERT | ST | 11 | 13 | | | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 5097 | 11/16/2021 | 1820 | BOWLING GREEN | CT | 15 | 4 | | | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 5159 | 11/18/2021 | 1330 | DUSTIN | DR | 15 | 4 | | | \$ | - | 0 | | | | | |
| TEMPORARY ROLL-OFF, RESIDENTIAL | 5203 | 11/22/2021 | 8205 | BUCKWOOD | RD | 18 | 2 | | | \$ | - | 0 | | | | | |
| MORRIS, RAYMOND W | | | | | | | | | | | | | | | | | |
| TOTAL PERMITS (EXCLUDING TEMP ROLL-OFF) | | | | | | | | | | 111 | | 13,807,194 | | 156,671 | | 1,511 | |
| TOTAL | | | | | | | | | | 111 | | 13,807,194 | | 156,671 | | 1,511 | |
| TOTAL | | | | | | | | | | 111 | | 13,807,194 | | 156,671 | | 1,511 | |

City of Norman
BUILDING PERMITS AND INSPECTIONS

NON-RESIDENTIAL BUILDING PERMITS
Issued November 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 | OWNER | ARGITECH MANAGEMENT LLC-MEDICAL MARIJUANA GROW | 3670 | 11/1/2021 | 4200 | | 28TH | AVE | 1 | 2 | PEPCO INDUSTRIAL PARK PHASE 1 | I1 | \$ 350,000 | 16762 |
| COMMERCIAL ADD/ALT | OWNER | WAFFLE HOUSE INTERIOR RENOVATION | 3695 | 11/1/2021 | 1161 | | RAMBLING OAKS | DR | 1 | 1 | SPRING BROOK #10 | C2 | \$ 121,548 | 1676 |
| COMMERCIAL ADD/ALT | OWNER | WAFFLE HOUSE INTERIOR RENOVATION | 3696 | 11/1/2021 | 125 | | INTERSTATE | DR | 1 | 1 | CHRYSLER ADD SEC 3-REPLAT PRT LT 1 BL C2 | C2 | \$ 113,705 | 1715 |
| COMMERCIAL ADD/ALT | WALKCON LTD. | WALMART FRONT CHECKOUT REMODEL PHASE 1 | 4303 | 11/8/2021 | 333 | | INTERSTATE | DR | 1 | 1 | TSTB ADD #2 | C2 | \$ 1,000,000 | 28671 |
| COMMERCIAL ADD/ALT | SUN CONSTRUCTION SERVICES | NRH-PHYSICAL READING ROOM | 4310 | 11/8/2021 | 3440 | | R.C. LUTTRELL | DR | 17A | 4 | NRH MEDICAL PARK WEST #4 | PUD | \$ 100,000 | 250 |
| COMMERCIAL ADD/ALT | OWNER | OK ORGANIC HEALTH REMODEL MEDICAL MARIJUANA DISPENSARY | 4326 | 11/30/2021 | 1400 | | 12TH | AVE | 3 | 1 | EAST VILLAGE | PUD | \$ 80,000 | 2304 |
| COMMERCIAL ADD/ALT | SAS CONSTRUCTION LLC | NRH-MEDICAL OFFICE REMODEL | 4375 | 11/2/2021 | 3101 W | | TECUMSEH | RD | 4 | 1 | COVENANT DEVELOPMENT ADD SEC 2 | PUD | \$ 2,000,000 | 10700 |
| COMMERCIAL ADD/ALT | OKLAHOMA COATINGS & DESIGN | BARBARACE AESTHETICS | 4851 | 11/16/2021 | 1635 W | | LINDSEY | ST | 1 | A | HOLLYWOOD ADD | C2 | \$ 160,000 | 2200 |
| COMMERCIAL FOUNDATION | CONNECT CONSTRUCTION SERVICES | ABSENTEE SHAWNEE STORAGE | 5221 | 11/23/2021 | 15951 | | LITTLE AVE | DR | 1 | 1 | ABSENTEE SHAWNEE HEALTH CENTER | PUD | \$ 355,000 | 15228 |
| COMMERCIAL INTERIOR FINISH | CADDELL & CO. L.L.C. | ANY LAB TEST NOW | 2851 | 11/24/2021 | 3408 | | 36TH | AVE | 2 | 1 | JOLLEY ADDN (REPLT OF OLIVET) | C1 | \$ 60,000 | 1390 |
| COMMERCIAL INTERIOR FINISH | SUMMIT PEAK FARMS, LLC. | SUMMIT PEAK FARMS MEDICAL MARIJUANA GROW | 4646 | 11/4/2021 | 2713 | | BART CONNER | CT | 3 | 2 | BROCE INDUSTRIAL PARK #4 | I1 | \$ 8,600 | 1500 |
| COMMERCIAL INTERIOR FINISH | OWNER | KELSO OFFICE/WAREHOUSE #109 | 4755 | 11/1/2021 | 3105 | | BROCE | DR | 2 | 1 | BROCE INDUSTRIAL PARK #1 | I1 | \$ 10,000 | 1500 |
| COMMERCIAL INTERIOR FINISH | OWNER | KELSO OFFICE/WAREHOUSE #113 | 4766 | 11/1/2021 | 3105 | | BROCE | DR | 2 | 1 | BROCE INDUSTRIAL PARK #1 | I1 | \$ 10,000 | 1500 |
| COMMERCIAL NEW SHELL BLDG | BELLWOOD LLC. | BELLWOOD SHELL BUILDING #2 | 4358 | 11/29/2021 | 4204 | | 28TH | AVE | 1 | 2 | PEPCO INDUSTRIAL PARK PHASE 1 | I1 | \$ 320,000 | 15643 |
| COMMERCIAL NEW SHELL BLDG | GEDDES ARMSTRONG CONSTRUCTION | TECUMSEH-FLOOD SHELL BUILDING | 4451 | 11/16/2021 | 3725 N | | FLOOD | AVE | 1A | 2 | TECUMSEH ROAD BUSINESS PARK #2 | PUD | \$ 1,000,000 | 1389 |
| TEMPORARY BLDG/CONST TRAILER | GE JOHNSON CONSTRUCTION | YOUNG FAMILY CENTER TRAILER | 4680 | 11/2/2021 | 2301 | | CONFERENCE | DR | 2 | 1 | UNIVERSITY NORTH PARK SEC 2 | PUD | \$ 100,000 | 1400 |
| TEMPORARY BLDG/CONST TRAILER | STORM SOLUTIONS | STORM SOLUTIONS CO TENT | 5144 | 11/24/2021 | 3301 W | | MAIN | ST | 1 | 1 | SOONER FASHION MALL | C2 | \$ 21,000 | 2228 |

| | | | | | |
|---------------|----|-------------------|-------------|----------------------|---------|
| TOTAL PERMITS | 17 | AVERAGE VALUATION | \$341,756 | AVERAGE PROJECT AREA | 6,280 |
| | | TOTAL VALUATION | \$5,909,553 | TOTAL PROJECT AREA | 106,761 |

| Permit Type | Permit Counts | Valuation | Building Size (SF) | Use/Classification |
|------------------------------|---------------|--------------|--------------------|--------------------|
| COMMERCIAL ADD/ALT | 8 | \$ 3,925,253 | 15,548 | Business |
| COMMERCIAL FOUNDATION PERMIT | 1 | \$ 355,000 | 1,389 | INDUSTRIAL |
| COMMERCIAL FIRE REPAIR | 0 | \$ - | | RETAIL |
| COMMERCIAL INTERIOR FINISH | 4 | \$ 88,600 | | |
| COMMERCIAL NEW CONSTRUCTION | 0 | \$ - | | |
| COMMERCIAL NEW SHELL BLDG | 2 | \$ 1,320,000 | | |
| COMMERCIAL PARKING LOT | 0 | \$ - | | |
| TEMPORARY BLDG/CONST TRAILER | 2 | \$ 121,000 | | |
| TOTAL | 17 | \$ 5,909,553 | | |

POLICE 11



Administrative Summary

November 2021 Summary

12/2/2021



Operations

| Part I Crimes | 2021 | Current MONTH 5YR AVG | 2020 | 2019 | 2021 | Year-To-Date YTD 5YR AVG | 2020 | 2019 |
|----------------------------------|--------------|--------------------------|--------------|--------------|---------------|-----------------------------|---------------|---------------|
| | | | | | | | | |
| Murder | 0 | 0 | 0 | 0 | 1 | 4 | 4 | 2 |
| Rape | 5 | 4 | 2 | 2 | 61 | 55 | 34 | 60 |
| Robbery | 3 | 5 | 2 | 1 | 31 | 51 | 47 | 42 |
| Agg. Assault | 22 | 12 | 28 | 13 | 232 | 169 | 230 | 167 |
| Burglary | 63 | 59 | 40 | 51 | 465 | 601 | 486 | 482 |
| Larceny | 198 | 246 | 211 | 215 | 2,657 | 2,653 | 2,412 | 2,391 |
| Motor Vehicle Theft | 38 | 34 | 50 | 37 | 485 | 324 | 412 | 341 |
| Arson | 1 | 2 | 0 | 2 | 6 | 6 | 7 | 10 |
| Part I Totals: | 330 | | 333 | 321 | 3,938 | | 3,632 | 3,495 |
| Part II Crimes | | | | | | | | |
| DUI/APC | 29 | 30 | 19 | 34 | 269 | 395 | 338 | 487 |
| Drunkenness | 41 | 52 | 41 | 49 | 404 | 588 | 390 | 546 |
| Drug Violations | 48 | 70 | 30 | 66 | 354 | 937 | 474 | 922 |
| Forgery | 15 | 14 | 6 | 17 | 125 | 201 | 116 | 165 |
| Vandalism | 113 | 72 | 86 | 76 | 1,016 | 863 | 829 | 869 |
| Others | 367 | NA | 366 | 366 | 4,230 | NA | 4,519 | 4,223 |
| Part II Totals: | 613 | | 548 | 608 | 6,398 | | 6,666 | 7,212 |
| Total Reported Crime: | 943 | | 881 | 929 | 10,336 | | 10,298 | 10,707 |
| Other Reported Activity | | | | | | | | |
| Public Peace Reports | 187 | 192 | 201 | 172 | 2,159 | 2,065 | 2,133 | 2,151 |
| Warrants Served | 99 | 106 | 92 | 111 | 911 | 1,371 | 1,029 | 1,600 |
| Other Reports Totals: | 286 | | 293 | 283 | 3,070 | | 3,162 | 3,751 |
| Total Case Reports: | 1,229 | | 1,174 | 1,212 | 13,406 | | 13,460 | 14,458 |
| Collisions | | | | | | | | |
| Fatality | 0 | 1 | 1 | 0 | 1 | 7 | 9 | 4 |
| Injury | 64 | 63 | 44 | 66 | 589 | 640 | 521 | 617 |
| Non-Injury | 123 | 155 | 92 | 164 | 1,191 | 1,519 | 1,130 | 1,405 |
| Total Collisions: | 187 | | 137 | 230 | 1,781 | | 1,660 | 2,026 |
| Call for Service | | | | | | | | |
| CAD Activity (All Other CFS) | 3,333 | NA | 3,180 | 3,182 | 38,026 | NA | 33,453 | 35,214 |
| Calls for Service (Only Police) | 6,213 | NA | 6,211 | 7,925 | 70,655 | NA | 76,522 | 93,857 |
| Total CFS: | 9,546 | | 9,391 | 11,107 | 108,681 | | 109,975 | 129,071 |
| Police Only CFS | | | | | | | | |
| CFS - Citizen Initiated | 4,920 | 4,899 | 4,745 | 4,821 | 54,128 | 55,508 | 52,108 | 54,768 |
| CFS - Officer Initiated | 1,293 | 2,865 | 1,466 | 3,104 | 16,527 | 33,105 | 24,414 | 39,089 |
| Total Police Only CFS: | 6,213 | | 6,211 | 7,925 | 70,655 | | 76,522 | 93,857 |
| Citations & Warnings: | | | | | | | | |
| Citations | 244 | NA | 780 | 837 | 5,580 | NA | 9,525 | 14,602 |
| Warnings | 565 | NA | 951 | 1,105 | 8,483 | NA | 14,559 | 22,124 |
| Total Citations & Warnings: | 809 | | 1,731 | 1,942 | 14,063 | | 24,084 | 36,726 |

** 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

April 2021 to November 2021
Norman Animal Welfare Volunteers (ALL)

| Place | Assignment | Apr 2021 Hours | May 2021 Hours | Jun 2021 Hours | Jul 2021 Hours | Aug 2021 Hours | Sep 2021 Hours | Oct 2021 Hours | Nov 2021 Hours | Total Hours |
|------------------------------|-----------------------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|-------------------|----------------|
| Norman Animal Welfare Center | Community Services-NAWC | 118:25 | 230:30 | 218:00 | 141:45 | 415:45 | 199:00 | 219:50 | 0:00 | 1,543:15 |
| | NAWC-Bather / Groomer | 0:00 | 0:00 | 0:00 | 0:00 | 5:46 | 2:00 | 1:40 | 3:58 | 13:24 |
| | NAWC-Beautification Volunteer | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 |
| | NAWC-Cat Socializer | 17:50 | 27:19 | 41:19 | 38:27 | 22:47 | 28:22 | 30:01 | 23:44 | 229:49 |
| | NAWC-Community Outreach Volunteer | 0:00 | 1:33 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 1:33 |
| | NAWC-Dog Handler | 45:36 | 51:29 | 47:45 | 75:32 | 52:38 | 42:02 | 66:23 | 60:53 | 442:18 |
| | NAWC-Foster Program | 53:00 | 48:22 | 62:00 | 57:00 | 72:00 | 58:00 | 53:00 | 21:00 | 424:22 |
| | NAWC-Kennel Assistant | 0:00 | 0:00 | 101:43 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 101:43 |
| | NAWC-Laundry | 2:46 | 4:43 | 9:13 | 5:18 | 6:04 | 8:02 | 11:01 | 7:31 | 54:38 |
| | NAWC-Lobby Greeter | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 | 0:00 |
| | NAWC-Orientation | 14:00 | 5:00 | 7:00 | 6:00 | 2:00 | 12:00 | 3:00 | 5:00 | 54:00 |
| | 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 | | 251:37 | 368:56 | 487:00 | 324:02 | 577:00 | 349:26 | 384:55 | 122:06 | 2,865:02 |
| Grand total | | 251:37 | 368:56 | 487:00 | 324:02 | 577:00 | 349:26 | 384:55 | 122:06 | 2,865:02 |

Norman Animal Welfare Monthly Statistical Report November 2021



IN SHELTER ANIMAL COUNTS

| | 2020 | | | 2021 | | | Comparisons | |
|-----------|--------|--------|-------|--------|--------|-------|-------------|---------|
| | Canine | Feline | Total | Canine | Feline | Total | Difference | Percent |
| Beginning | 46 | 34 | 80 | 65 | 74 | 139 | 59 | 74% |
| Ending | 31 | 23 | 54 | 67 | 47 | 114 | 60 | 111% |

ANIMAL INTAKES

| | 2020 | | | 2021 | | | Comparisons | |
|---------------------------|-----------|-----------|------------|------------|------------|------------|-------------|------------|
| | Canine | Feline | Total | Canine | Feline | Total | Difference | Percent |
| Stray at Large | 54 | 39 | 93 | 101 | 70 | 171 | 78 | 84% |
| Owner Relinquish | 8 | 15 | 23 | 8 | 25 | 33 | 10 | 43% |
| Owner Intended Euth | 3 | 1 | 4 | 0 | 0 | 0 | (4) | -100% |
| Transfer In | 0 | 15 | 15 | 0 | 9 | 9 | (6) | -40% |
| Other Intakes* | 8 | 0 | 8 | 3 | 0 | 3 | (5) | -63% |
| Returned Animal | 7 | 6 | 13 | 11 | 5 | 16 | 3 | 23% |
| TOTAL LIVE INTAKES | 80 | 76 | 156 | 123 | 109 | 232 | 76 | 49% |

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

OTHER STATISTICS

| | 2020 | | 2021 | | Comparisons | |
|--------------------------|----------|----------|-----------|-----------|-------------|------------|
| | Total | | Total | | Difference | Percent |
| Wildlife Collected (DOA) | 2 | 2 | 6 | 6 | 4 | 200% |
| Dog Collected (DOA) | 0 | 0 | 3 | 3 | 3 | |
| Cat Collected (DOA) | 1 | 1 | 3 | 3 | 2 | 200% |
| Wildlife Transferred | 0 | 0 | 0 | 0 | 0 | |
| Intake Horses | 0 | 0 | 0 | 0 | 0 | |
| Intake Cows | 0 | 0 | 0 | 0 | 0 | |
| Intake Goats | 0 | 0 | 0 | 0 | 0 | |
| Intake Sheep | 0 | 0 | 0 | 0 | 0 | |
| Intake Rabbits | 6 | 6 | 0 | 0 | (6) | -100% |
| Intake Pigs | 0 | 0 | 0 | 0 | 0 | |
| Intake Other | 0 | 0 | 0 | 0 | 0 | |
| TOTAL OTHER ITEMS | 9 | 9 | 12 | 12 | 3 | 33% |

LENGTH OF STAY (DAYS)

| | 2020 | 2021 |
|--------|------|------|
| Dog | 9.8 | 18.9 |
| Puppy | 6.5 | 11.5 |
| Cat | 14.5 | 18.1 |
| Kitten | 6.8 | 8.1 |

OWNER SURRENDER PENDING INTAKE

| | Canine | Feline | Other | Total |
|---------|--------|--------|-------|-------|
| Animals | 94 | 128 | 0 | 222 |

Norman Animal Welfare Monthly Statistical Report

November 2021



LIVE ANIMAL OUTCOMES

| | 2020 | | | 2021 | | | Comparisons | |
|----------------------------|-----------|-----------|------------|------------|------------|------------|-------------|------------|
| | Canine | Feline | Total | Canine | Feline | Total | Difference | Percent |
| Adoption | 29 | 75 | 104 | 56 | 106 | 162 | 58 | 56% |
| Return To Owner | 33 | 1 | 34 | 49 | 4 | 53 | 19 | 56% |
| Transferred Out | 27 | 0 | 27 | 6 | 15 | 21 | (6) | -22% |
| Returned to Field | 0 | 5 | 5 | 0 | 2 | 2 | (3) | -60% |
| Other Outcome | 0 | 0 | 0 | 0 | 1 | 1 | 1 | |
| TOTAL LIVE OUTCOMES | 89 | 81 | 170 | 111 | 128 | 239 | 69 | 41% |

OTHER ANIMAL OUTCOMES

| | 2020 | | | 2021 | | | Comparisons | |
|-----------------------------|----------|----------|-----------|-----------|----------|-----------|-------------|------------|
| | Canine | Feline | Total | Canine | Feline | Total | Difference | Percent |
| Died in Care | 0 | 2 | 2 | 0 | 5 | 5 | 3 | 150% |
| Lost in Care | 0 | 0 | 0 | 0 | 0 | 0 | 0 | |
| Shelter Euth | 3 | 3 | 6 | 10 | 3 | 13 | 7 | 117% |
| Owner Intended Euth | 3 | 1 | 4 | 0 | 0 | 0 | (4) | -100% |
| TOTAL OTHER OUTCOMES | 6 | 6 | 12 | 10 | 8 | 18 | 6 | 50% |

TOTAL OUTCOMES

| | 2020 | | | 2021 | | | Comparisons | |
|-----------------------|-----------|-----------|------------|------------|------------|------------|-------------|------------|
| | Canine | Feline | Total | Canine | Feline | Total | Difference | Percent |
| Total Live Outcomes | 89 | 81 | 170 | 111 | 128 | 239 | 69 | 41% |
| Total Other Outcomes | 6 | 6 | 12 | 10 | 8 | 18 | 6 | 50% |
| TOTAL OUTCOMES | 95 | 87 | 182 | 121 | 136 | 257 | 75 | 41% |

SHELTER EUTHANASIA DATA

| | Canine | Feline | Other | Total | Percentage |
|-------------------------|-----------|----------|----------|-----------|------------|
| | | | | | |
| Medical - Sick | 2 | 3 | 0 | 5 | 38% |
| Medical - Injured | 0 | 0 | 0 | 0 | 0% |
| Behavior - Aggressive | 8 | 0 | 0 | 8 | 62% |
| Behavior - Other | 0 | 0 | 0 | 0 | 0% |
| TOTAL EUTHANASIA | 10 | 3 | 0 | 13 | |

MONTHLY LIVE RELEASE RATE

| 2020 | 2021 |
|-------|-------|
| 95.5% | 93.0% |

Live Outcomes / (Total Outcomes - Owner Int Euth)

PUBLIC WORKS

12

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

ENGINEERING DIVISION

DEVELOPMENT

The Development Manager processed one (1) Final Plat to the Development Committee; one (1) Rural Certificates of Survey, one (1) preliminary plat and one (1) Short Form Plats for Planning Commission and no items to City Council. The Development Engineer reviewed 29 sets of construction plans and 6 punch lists. There were 143 permits reviewed and/or issued. Fees were collected in the amount of \$20,548.37.

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 February 2022 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:

- Installed traffic signals at the Interstate Drive/Robinson Street and returned traffic to full use at this intersection.
- Completed the eastbound right turn lane on Robinson Street (Phase 4B) between Brookhaven Creek and Rambling Oaks Drive.
- Started Phase 4A reconstruction activities at the south leg of Rambling Oaks Drive in including pavement removal and reinforced concrete box installations.

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 a December 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:

- 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

*Monthly Progress Report
Public Works (November 2021)*

The contractor's activities this month were as follows:

- *Completed all Sidewalk*
- *Installed all light poles on west side*
- *Raised manholes to grade*
- *Began power washing of all new paving*
- *Installed striping*
- *All major items complete except for new signals and luminaires for light poles. These two items have been delayed due to signal pole manufacturer and OG&E respectively. Staff is working with these entities to expedite the items for a December completion date.*
- *Roadway is currently open with temporary two-way stop condition on Acres.*

Sidewalk Programs:

FYE 2022 Annual Sidewalk Program. Bids were received on June 3, 2021. City Council awarded the contract to Nash Construction Co. in the amount of \$313,109.00, on July 13, 2021. Construction began August 10, 2021. The Schools and Arterials, Sidewalks & Trails, Sidewalk Accessibility and Downtown Sidewalk and Curbs projects are complete. The Citywide Sidewalk Reconstruction Program projects, which includes the "50/50 Program," has resumed and will be ongoing through FYE 2022 or until project funds are depleted.

| Citywide Sidewalk Reconstruction | | | | |
|----------------------------------|------------------------------------|---------------------------|------------------------------|---|
| FYE 22 Projects Completed | FYE 22 Citizen Contributions | Total Open Projects | Open Projects Estimate | Open Projects Scheduled: City Responsibility/Resident Participation |
| 29 | \$16,819.95 | 31 | \$48,229.26 | 7 |

FYE 2021 Capital Improvement Project – 24th Avenue NW. Bids were received on August 5, 2021 and the project was approved by City Council on September 14, 2021. This project addresses a significant portion of the City of Norman's 2018 Americans with Disabilities Act Transition Plan. The 24th Avenue project area is large and is broken down into four phases. This construction addresses Phase I and includes significant repairs along a 1.1-mile sidewalk corridor on 24th Avenue NW, from Main Street to Robinson Street (east side) and comprises 1365 square yards of sidewalk repairs, 800 square yards of driveway approach reconstruction and 216 square yards of ramps and curb cuts. The project began November 8, 2021 and is expected to take 5-6 weeks to complete. The project is currently 20% complete. A change order to progress into Phase II of the project is in coordination at this time. If approved, the project will continue along the same stretch, but on the west side of 24th Avenue and will extend construction an additional 4-5 weeks. Phase III and IV, which continues along the east and west sides of 24th Avenue SW, from Main Street to Lindsey Street will be programmed for future years and is estimated at \$600,000.00.

STREET MAINTENANCE BOND PROJECTS:

2022 Urban Concrete

Bid 1

During the month of November, EMC completed work on Walnut Road between Imhoff Road and the South Cul-de-Sac, Robinhood Lane between Walnut Road and the Cul-de-Sac, and Merryman Green between Walnut Road and Walnut Road. EMC has currently completed 88% of the work associated with their contract.

Bid 2

During the month of November, A-Tech Paving was mobilized to a concurrent project location. A-Tech Paving has currently completed 45% of the work associated with their contract.

*Monthly Progress Report
Public Works (November 2021)*

Imhoff Bridge Emergency Repairs Project

On Thursday, 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 failure would affect these three utilities as well as the structure's stability.

On August 14, 2021, City Council declared the situation at the Bridge to be an emergency.

During the month of November, Haskell Lemon Construction Co. completed the construction of the Southeast wing wall and downstream concrete apron.

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. (increased fixed route on December 5)
- Mandatory face coverings while using transit services, a federal requirement on public transit (expiration date extended from January 18, 2022 to March 18, 2022).

Battery Electric Bus Purchases

The City is currently in the process of purchasing 2 battery electric busses. A group of transit staff members visited the manufacture's facility at the beginning of November to perform a pre-production meeting. Staff anticipates receiving these vehicles in August/September 2022. Below is background information on both battery electric bus projects:

- An authorization to purchase the City's first battery electric vehicle, a transit bus, was approved at Council's May 25, 2021 meeting. A purchase order was issued on May 27, 2021 to the manufacturer. Approximately 50% of the vehicle purchase price will be reimbursed through a grant received from Oklahoma Department of Environmental Quality through the Volkswagen Settlement Fund.
- An authorization to purchase the City's second battery electric transit bus was approved at Council's August 10, 2021 meeting. A purchase order was issued on August 13, 2021 to the manufacturer. Approximately 70% of the vehicle purchase price will be reimbursed through a grant received from the FTA's 2021 Low- or No-Emission Vehicle Program. The City's project was 1 of 49 projects selected in the nation.

National Transit Database (NTD) FY 2021 Report

Staff finalized and submitted the FY 2021 report to the National Transit Database (NTD) at the end of October. Comments were received from reviewers and staff submitted the first revision on November 17. The NTD report is meant to compile data annually on finances, ridership, safety, and the fleet. All transit agencies in the United States submit data to the NTD.

*Monthly Progress Report
Public Works (November 2021)*

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. Tasks this month included:

- Continuing to explore the site of the City's Transit Center.
- Submission of an ACOG Air Quality Small Grant to fund the construction of 80 new bus stops that align with the new route network of the Go Norman Transit Plan. Staff supported this application by adopting a programming resolution at its November 30, 2021 meeting.

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 December 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
- 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:

- *Exterior door hardware installed.*
- *Site parking lot and entrance paving complete*
- *Detention pond excavation and structures complete*
- *Mechanical, electrical, and plumbing complete and startup has begun*
- *Installed security and data wiring*
- *Began construction of Flood Avenue entrance and gate (delayed due to unforeseen gas line conflict)*
- *Main power complete to building*
- *Painting of interior walls continues in both buildings*
- *Plumbing and bathroom fixtures installation begun*
- *Lockers installed*
- *Counter top construction has begun*
- *LVT flooring begun in Transit Building*
- *Drop ceilings begun*
- *Polished concrete flooring in both buildings has begun*
- *Installed fluid distribution system controllers*
- *2nd floor sub-floors installed in both buildings.*
- *Railings installed*
- *Interior door installation has begun*
- *Dumpster enclosure completed*
- *Bollards installed and painted*
- *Fence construction nearing completion*
- *Fall arrest system delivered*
- *Portable vehicle lifts delivered*
- *Central Vacuum system installed*

Transit Monthly Performance Report

Attached is the transit performance report for October 2021.

STREETS DIVISION

CAPITAL & BOND PROJECTS:

72ND AVENUE NE: ALAMEDA STREET TO ROBINSON STREET

Streets crews worked an overlay at 72nd Avenue NE: Alameda Street to Robinson Street and required 198.14 tons of asphalt for the repair.

72ND AVENUE NE: ALAMEDA STREET TO LINDSEY STREET

Streets crews worked an overlay at 72nd Avenue NE: Alameda Street to Lindsey Street and required 1624.61 tons of asphalt for the repair.

BROOKHAVEN #33: FOXBOROUGH COURT-MANOR HILL

Streets crews replaced damaged concrete panels on Brookhaven #33: Foxborough Court-Manor Hill. This repair required 19 cubic yards of concrete and resulted in over 64 square yards repaired.

TOWN AND COUNTRY ESTATES-NORTH WESTCHESTER AVENUE TO NORTH SHERRY AVENUE

Streets crews replaced damaged concrete panels on Town and Country Estates-North Westchester Avenue to North Sherry Avenue. This repair required 70 cubic yards of concrete and resulted in over 267 square yards repaired.

1213 DUSTIN DRIVE (VALLEY GUTTER PROGRAM)

Streets crews worked valley gutter repair at 1213 Dustin Drive. This repair required 6 cubic yards of concrete and resulted in over 31 square yards repaired.

ASPHALT OPERATIONS:

1613 BBLESSING COURT – DEEP PATCH

Streets crews worked deep patch at 1613 Blessing Court and required 36.53 tons of asphalt for the repair.

YORK DRIVE AND HUETTNER DRIVE-DEEP PATCH

Streets crews worked deep patch at York Dr. & Huettner Dr. & required 54.96 tons of asphalt for the repair.

MOWING OF ROADSIDE RIGHTS-OF-WAY

Streets Roadside Mowing crew continued their summer mowing schedule. During November, 2021, 158 miles of rural rights-of way and 2,528,675 sq. ft. of urban rights-of-way were mowed.

ROUTINE POTHOLE PATCHING OPERATIONS

This month approximately 6.24 tons of asphalt was utilized in routine pothole patching operations.

STORMWATER

WORK ORDER RESPONSE

Stormwater Division received 24 work order requests and closed 29 work orders.

INFRASTRUCTURE MAINTENANCE

The Infrastructure Maintenance crew installed 20 feet of HDP pipe for the Westwood Golf Course. The crew reinstalled a missing manhole lid at Duffy and Jenkins. The Infrastructure Maintenance crew helped the Channel Maintenance crew with reshaping of the ditch on the north side Robinson St. west of Firefly. The Infrastructure Maintenance Crew Completed a box replacement at 4116 Beachwood Drive. The crew started a pipe replacement project at 2809 Northglenn. The Infrastructure Maintenance crew checked 185 inlets and cleaned 45 inlets totaling .5 tons of debris removed.

CHANNEL MAINTENANCE

The Channel Maintenance crew removed drifts and cleared debris from several locations along Colonial Estates and Hollywood Chanel, which resulted in 10 tons of debris removed. The Channel Maintenance Crew removed debris from Telstar channel totaling 140 tons. The Channel Maintenance crew cleaned the OU and HWY 9 grate crossing, removing 45 tons of debris. The Maintenance crew added 75 tons of rip rap for bank stabilization at Meadow Ave. The Maintenance crew reshaped the ditch line on the north side of Robison street west of Firefly, removing 430 tons of dirt to reestablish the ditch line to prevent water from freezing on road. The crew checked 579 inlets and cleaned 320 inlets totaling 3.5 tons of debris removed.

*Monthly Progress Report
Public Works (November 2021)*

URBAN STREET SWEEPING/CAMERA VAN OPERATIONS

A total of 537 lane miles were swept in November resulting in the removal of approximately 114.77 tons of debris from various curb lined streets throughout the city. The crew also checked 120 linear feet of pipe with camera truck at Berry road. The crew checked 166 inlets and cleaned 93 inlets totaling 9.5 tons of debris removed.

STORMWATER OKIE LOCATES

During the month of November, 2802 Call 811 Okie Spots were received. Of those requests, 77 were stormwater pipe locates, 39 were marked, and 322 were referred to other departments.

CONSTRUCTION SITE STORMWATER MANAGEMENT

Performed 110 inspections of 196 active sites.

Issued 0 citations and 0 NOV to active sites.

Issued 3 Earth Change Permits to new projects.

MS4 OPERATIONS

Received and responded to 9 citizen calls.

Conducted 0 outfall inspections.

Conducted 0 detention/retention pond inspections.

On November 28, a watershed clean-up at Saxon Park was facilitated by Faith Haynes and Michelle Chao.

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.

Monthly Progress Report
Public Works (November 2021)

PRODUCTIVITY REPORT

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

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

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

November 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... 1
 *Final Plats..... 0
 *Preliminary Plats..... 1
 *Short Form Plat..... 1
 *Center City Form Based Code.. 0
 *Concurrent Constr. Request..... 0

City Council Review:

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

\$ 11,200.00

Development Committee:

Final Plats..... 1

Fee-In-Lieu of Detention..... 0

\$0.00

Subtotal:

\$11,200.00

\$8,580.00

\$33,910.00

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family..... 32
 ***Commercial..... 6
 Multi-Family..... 0
 Addition/Alteration..... 27
 House Moving..... 1
 Paving Only..... 7
 Storage Building..... 11
 Swimming Pool..... 8
 Storm Shelters..... 19
 Public Improvements..... 3
 Temporary Encroachments..... 0
 Fire Line Pits/Misc..... 1
 Franchise Utilities 30
 Other revenue 1
 Flood Plain (@\$100.00 each)..... 3

Total Permits.....**Grand Total**.....******Construction Plan Review Occurrences*********Punch Lists Prepared**.....

| | | | | |
|---|-------------|-------------|--|-------------|
| | \$10.00 | | | |
| | \$300.00 | \$500.00 | | \$1,200.00 |
| Total Permits | \$9,038.37 | \$2,629.30 | | \$20,597.59 |
| Grand Total | \$20,548.37 | \$11,709.30 | | \$55,717.59 |
| ****Construction Plan Review Occurrences | 29 | 24 | | 118 |
| *****Punch Lists Prepared | 6 | 4 | | 26 |

* 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

November 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 | 6 | 100% |
| <i>PI #10</i> SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS | 32 | 100% |
| <i>PI #11</i> COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS | 6 | 100% |
| <i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS | 29 | 100% |
| <i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS | 2 | 100% |

EMBARC NORMAN

PERFORMANCE REPORT



Transit System Report

October 2021

Purpose

The Transit System Report provides a summary of both internal indicators and performance measures used to evaluate the performance of the EMBARK transportation system for the City of Norman. The internal indicators are mainly used by staff to compare performance to previous periods whereas, the performance measures having

specific targets are more outcome-based and are included in EMBARK's strategic business plan to help demonstrate accomplishments given the resources that are provided. The internal indicators and performance measures included in this report address ridership, dependability, safety and align with EMBARK's mission.

Total Ridership

Total ridership for EMBARK Norman in October 2021 was 23,732, compared to 23,280 in September 2021. The average total daily ridership was 913 for October 2021 and 931 for September 2021, a 1.98% decrease. Fiscal-year-to-date ridership is 89,612 passengers, a 25.68% increase from the October 2020 YTD total of 71,301.

The fixed-route service totaled 21,834 for October 2021 compared to 21,584 for September 2021. Average fixed-route daily ridership for October 2021 was 840, and 863 for September 2021, a 2.73% decrease. Passengers with bicycles or similar means of travel totaled 801, compared to 762 for September 2021. Passengers with wheelchairs or other mobility devices totaled 368, compared to 438 for September 2021.

PLUS ridership totaled 1,898 for October 2021, compared to 1,696 for September 2021. The average daily total PLUS ridership was 73 for October 2021 and 68 for September 2021, a 7.61% increase. Passengers with wheelchairs or other mobility devices totaled 375 for October 2021 and 335 for September 2021, a 11.94% increase.

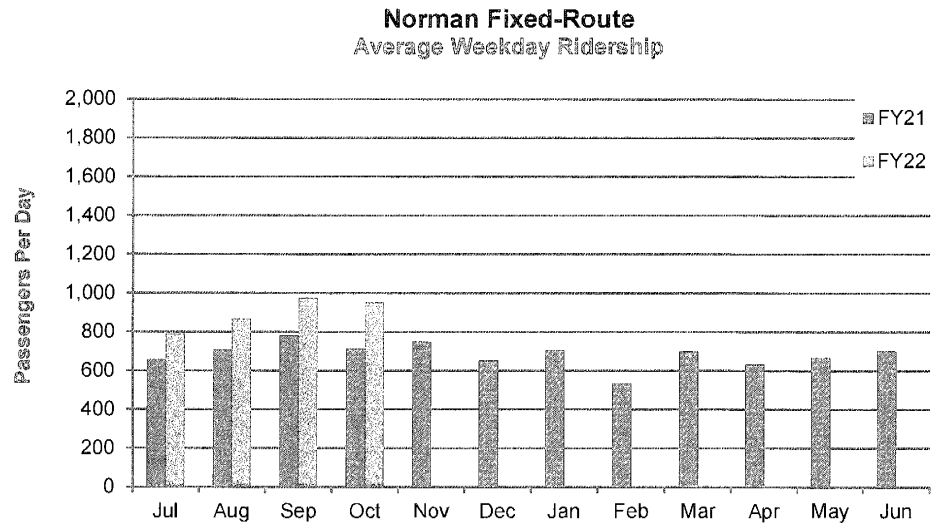
On June 11th, capacity was expanded, allowing six additional passengers per vehicle.

| Norman Transit Services | Oct FY22 | +/- Oct FY 21 | +/- Sep FY 22 |
|---------------------------|---------------|---------------|---------------|
| Fixed Routes (M-F) | 20,021 | 27.49% | -2.20% |
| 110 - Main Street | 3,732 | -0.86% | 0.40% |
| 111 - Lindsey East | 8,999 | 41.83% | -8.12% |
| 112 - Lindsey West | 2,842 | 38.03% | 0.78% |
| 120 - West Norman | 146 | -23.56% | 0.00% |
| 121 - Alameda | 4,302 | 28.61% | 7.71% |
| 144 - Social Security | 0 | 0.00% | 0.00% |
| Fixed Routes (Sat) | 1,813 | 3.60% | 62.89% |
| 110 - Main Street | 407 | -6.22% | 71.01% |
| 111 - Lindsey East | 654 | 1.87% | 76.76% |
| 112 - Lindsey West | 235 | -4.86% | 30.56% |
| 121 - Alameda | 517 | 21.08% | 59.08% |
| PLUS ADA Service | 1,898 | 32.45% | 11.91% |
| PLUS (M-F) | 1,839 | 34.82% | 11.05% |
| PLUS (Sat) | 59 | -14.49% | 47.50% |
| Bikes | 801 | 32.40% | 5.12% |
| Wheelchair | 368 | 25.60% | -15.98% |
| PLUS Wheelchair | 375 | 38.89% | 11.94% |

Fixed Route Weekday Ridership

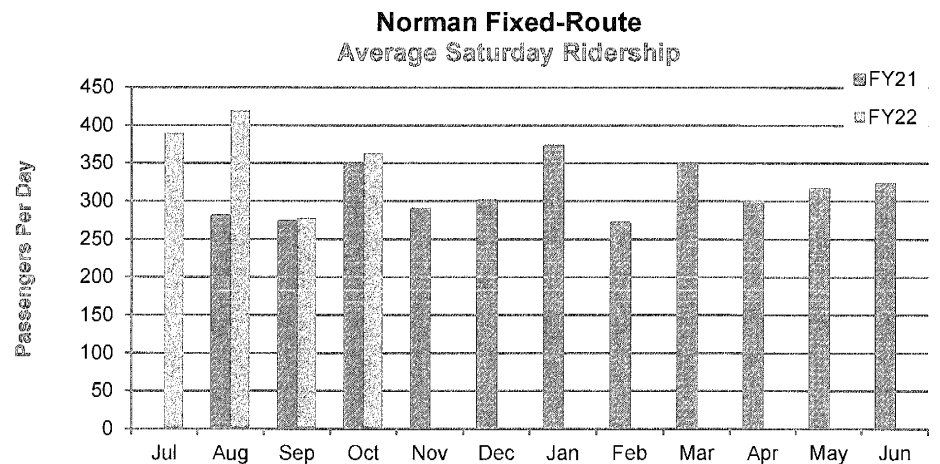
Total fixed-route weekday ridership for October 2021 was 20,021, a 2.20% decrease from 20,471 in September 2021. Average weekday passenger ridership totaled 953 in October 2021, a 2.20% decrease compared to 975 for September 2021. Average ridership increased 33.56% compared to 714 passengers in October 2020. The average RPSH was 14.27.

Route 144 was not operated due to the ongoing COVID outbreak.



Fixed Route Saturday Ridership

Total fixed-route Saturday ridership for October 2021 was 1,813, a 62.89% increase over 1,113 for September 2021. Average weekend passenger ridership totaled 363 for October 2021, a 30.31% increase, compared to 278 for September 2021. The average RPSH was 10.25.



Gameday Information

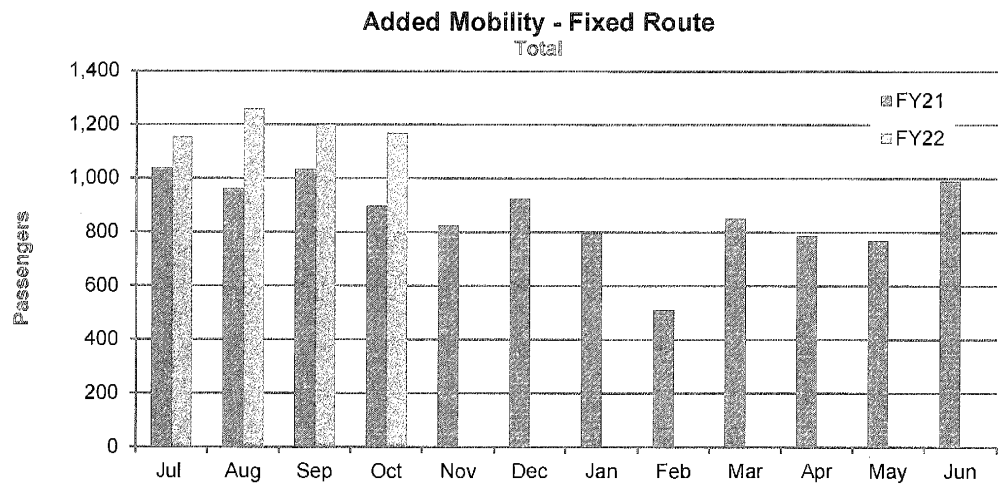
There were two gamedays in Norman: 10/16 and 10/30. Detours were implemented on affected routes.

Added Mobility – Fixed Route

Total passengers with added mobility, such as bikes and wheelchairs, totaled 1,169 for October 2021, a 2.58% decrease from 1,200 in September 2021, and a 30.18% increase from 898 in October 2020.

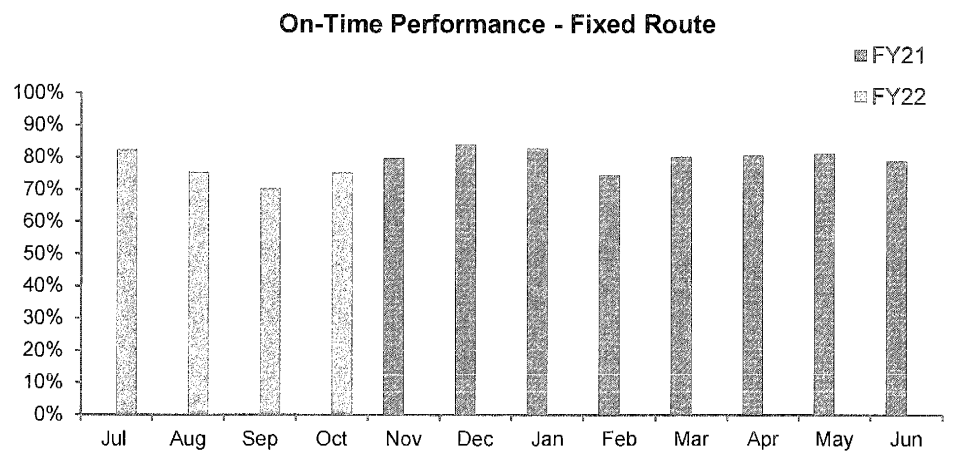
Bike passengers totaled 801, a 5.12% increase from 762 in September 2021 and a 32.40% increase from 605 in October 2020.

Wheelchair passengers totaled 368, a 15.98% decrease from 438 in September 2021, and a 25.60% increase from 293 in October 2020.



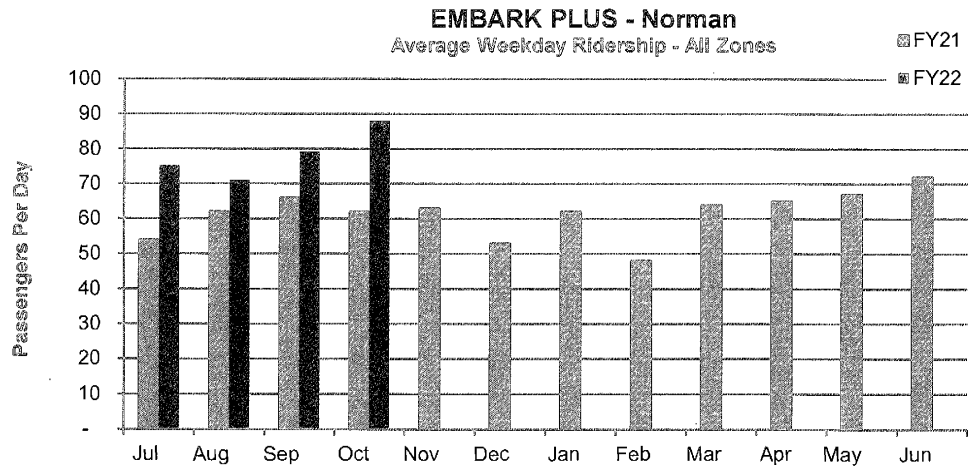
On-Time Performance – Fixed Route

Cumulative on-time performance for fixed-route buses was 75.3% in October 2021, a 4.80% increase from 70.5% in September 2021. As fixed-route on-time performance was first reported in November 2020, comparable year-over-year data is not available.



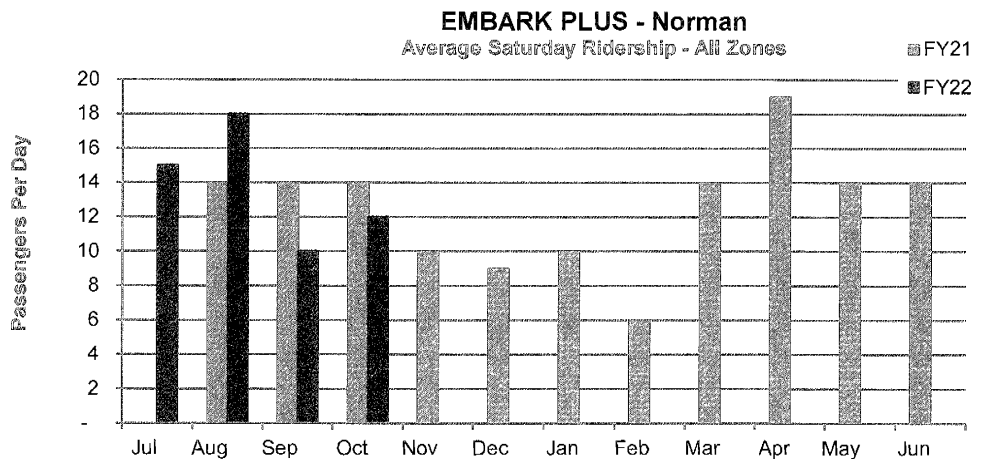
PLUS Weekday

Total PLUS weekday ridership for October 2021 was 1,839, a 11.05% increase from 1,656 in September 2021 and a 34.82% increase from 1,364 in October 2020. Average weekday passenger ridership totaled 88 for October 2021, a 11.05% increase from 79 for September 2021 and a 41.24% increase from 62 for October 2020. RPSH was 1.28.



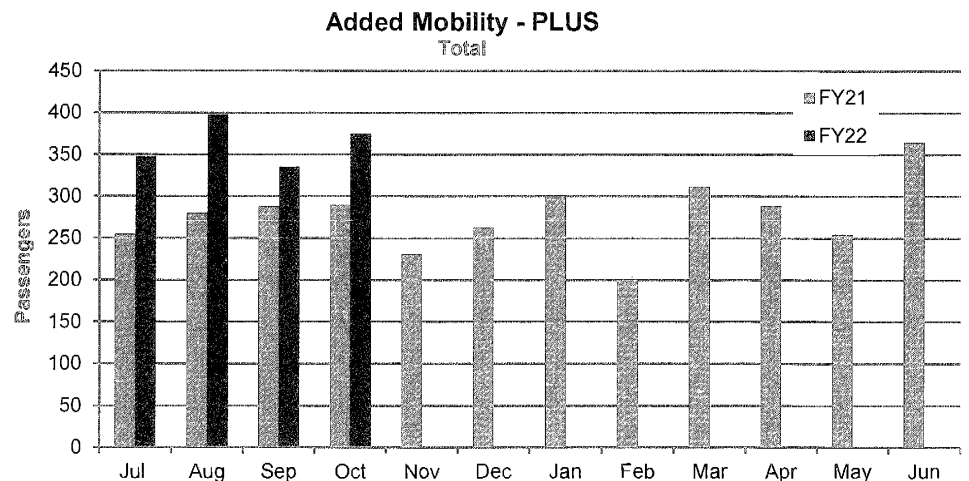
PLUS Saturday

Total PLUS Saturday ridership for October 2021 was 59, a 47.50% increase from 40 in September 2021. Average Saturday passenger ridership totaled 12 for October 2021, a 18.00% increase from 10 in September 2021 and a 14.49% decrease from 14 in October 2020. RPSH was 0.99.



Added Mobility - PLUS

PLUS passengers with added mobility totaled 375 for October 2021, a 11.94% increase from 335 in September 2021, and a 38.89% increase from 270 in October 2020.

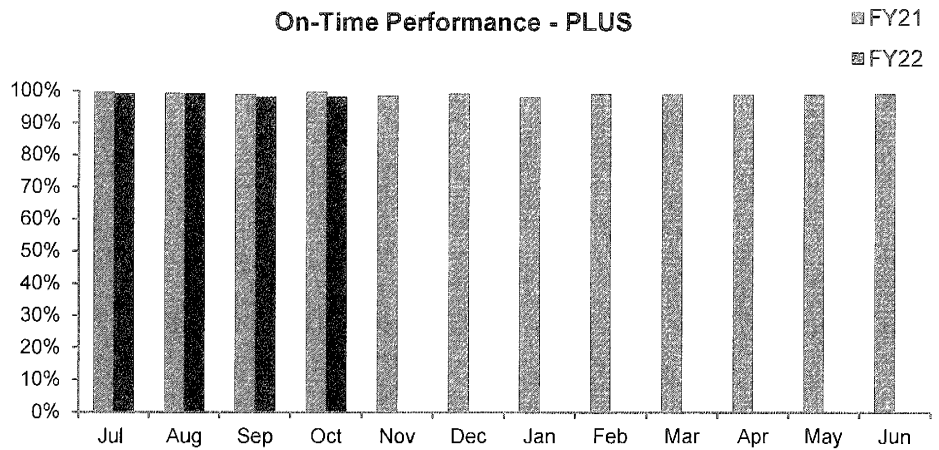


On-Time Performance - PLUS

Cumulative on-time performance for PLUS buses was 98.12%, a 0.19% increase from 97.94% in September 2021 and a -1.66% decrease from 99.78% in October 2020.

Weekday on-time performance in the primary zone was 98.04%, a 0.12% increase from 97.95% in September 2021 and a 1.78% decrease from 99.85% in

October 2020. Weekday on-time performance in the secondary zone was 98.14%, a 0.67% increase from 97.46% in September 2021 and a 1.10% decrease from 99.24% in October 2020. Saturday on-time performance was 100.00%, a 2.56% increase from 97.44% in September 2021 and a 1.54% increase from October 2020.



| PLUS Weekday Service Summary | Oct FY22 | +/- Oct FY21 | +/- Sep FY22 | PLUS Saturday Service Summary | Oct FY22 | +/- Oct FY21 | +/- Sep FY22 |
|------------------------------|----------|--------------|--------------|-------------------------------|----------|--------------|--------------|
| Total Passengers | 1,839 | 34.82% | 11.05% | Total Passengers | 59 | -14.49% | 47.50% |
| Total Trips | 1,707 | 31.51% | 9.35% | Total Trips | 51 | -21.54% | 30.77% |
| Trips Daily Average | 81 | 37.77% | 9.35% | Trips Daily Average | 10 | -21.54% | 4.62% |
| Trips Requested | 1,707 | 31.51% | 9.35% | Trips Requested | 51 | -21.54% | 30.77% |
| Denied Trips | 0 | -100.00% | 0.00% | Denied Trips | 0 | 0.00% | 0.00% |
| Capacity Denials | 0 | 0.00% | 0.00% | Capacity Denials | 0 | 0.00% | 0.00% |
| No Show | 22 | -8.33% | 29.41% | No Show | 1 | 0.00% | 100.00% |

| PLUS Applications | Oct FY22 | +/- Oct FY21 | +/- Sep FY22 |
|-----------------------|----------|--------------|--------------|
| New Applications | 17 | 142.86% | 0.00% |
| Renewals Received | 7 | 0.00% | 75.00% |
| Applications Approved | 25 | 78.57% | 150.00% |
| Applications Denied | 2 | 200.00% | 200.00% |

Summary of Services Table: October 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 August 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 Oct FY22 | FY22 YTD | FY21 YTD | Service Profile | Oct FY22 | Oct FY21 | Sep FY22 |
|----------------------------------|-----------------|-------------|-------------|-----------------|-------------|-------------|-------------|
| Fixed Routes (M-F) | 953 | 76,179 | 62,138 | Weekdays | 21 | 22 | 21 |
| Fixed Routes (Sat) | 363 | 6,548 | 3,688 | Saturdays | 5 | 5 | 4 |
| PLUS (M-F) | 88 | 6,640 | 5,307 | Gamedays | 2 | 0 | 4 |
| -Zone 1* | 67 | 5,235 | 4,235 | Holidays | 0 | 0 | 1 |
| -Zone 2** | 20 | 1,405 | 1,072 | Weather | 1 | 0 | 0 |
| PLUS (Sat)*** | 12 | 245 | 168 | Fiscal YTD Days | 103 | 72 | 77 |
| | | | | Cal. YTD Days | 230 | 200 | 205 |

* Requires ¾ mile

**Operates only on Weekdays until 7:00 pm

***Operates only in Zone 1

Strategic Performance Measures

| MEASURE | FY 22 YTD | FY 22 Targets | |
|--|--------------|------------------|---|
| # of Norman fixed-route passenger trips provided | 82,727 | 265,054 | |
| # of Norman paratransit trips provided | 6,524 | 19,000 |  |
| % of on-time Norman paratransit pick-ups | 93.36% | 95.00% |  |
| # of Norman bus passengers per service hour, cumulative | 12.96 | 13.14 | |
| # of Norman bus passengers per day, average | 804 | 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.

Glossary

- **Added Mobility** – Wheelchairs, bicycles, scooters, and other devices used by passengers in conjunction with transit
- **ADP** – Average Daily Passengers
- **ADR** – Average Daily Ridership
- **AVG** – Average
- **Fixed Route** – Regular bus service
- **FY21** – The fiscal year 2021. Lasted from 7/1/2020 to 6/30/2021
- **FY22** – The fiscal year 2022. Lasting from 7/1/2021 to 6/30/2022
- **FY YTD** – Fiscal Year, Year to Date
- **LFR** – "Leading for Results," EMBARK's internal performance measurements and targets
- **OTP** – On-time performance
- **Paratransit** – ADA vehicle service for seniors and other clients with special needs
- **PAX** – Passenger
- **PLUS** – Brand name for EMBARK Paratransit service
- **RPSH** – Riders per service hour
- **SAT** – Saturday
- **WKD** – Weekday
- **YOY** – Year-over-year, used to compare the previous year's performance when available
- **ZONE 1** – Primary zone for PLUS operation
- **ZONE 2** – Secondary zone for PLUS operation

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2021

Item 12.

| STREET DIVISION | | | | | |
|---|------------------------------|------------------------------|---------------|--------------|-----------|
| | FYE 2022 November 2021 | FYE 2022 November 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 (tons of material used) | 100% 6.24 | 100% | 100% 45.48 | 100% | 95% |
| Overlay/pave 10 miles per year. | 1.00 | 10% | 10.25 | 103% | 100% |
| Replace 2,000 square yards of concrete pavement panels | 175.00 | 9% | 1,377.00 | 69% | 100% |
| Grade all unpaved alleys two (2) times per year. (approximately 210 blocks) | 4.00 | 1% | 65.00 | 15% | 100% |
| Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year | 2,528,675.00 | 20% | 12,839,148.50 | 101% | 100% |
| Mow 148 miles of Rural Right-of-way three times per year | 158.00 | 36% | 1,064.00 | 240% | 100% |
| Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event | - | 0% | - | 0% | 0% |
| Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event | - | 0% | - | 0% | 0% |
| Bridge - Maintain 5 non-deficient bridges in a year | - | 0% | - | 0% | 0% |
| Bridge - Rehab 7 structurally deficient bridges per year through outside contract | - | 0% | - | 0% | 0% |
| Bridge - Replace one functionally obsolete bridge per year | - | 0% | - | 0% | 0% |
| Bond Program - Complete all selected projects for the bond year within the same fiscal year | - | 0% | - | 0% | 0% |

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2022

| STORMWATER DIVISION | | | | | |
|---|----------------------------|----------------------------|--------------|-----------------|-----------|
| | FYE 2022 November, 2021 | FYE 2022 November, 2021 | Year to Date | Year to Date | FYE 2022 |
| PERFORMANCE INDICATORS | ACTUAL | PER CENT | ACTUAL | PER CENT | PROJECTED |
| Respond to stormwater complaints and drainage concerns within 24 hours of the time reported. | 99% | 99% | 99% | 99% | 99% |
| Mechanically sweep 500 curb miles per month (lane miles) | 537.00 | 107% | 2,549.00 | 42% | 50% |
| Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations) | 745.00 | 7% | 4,863.00 | 49% | 70% |
| Mow 2,271,548 sq. feet of open drainage ways, six times per year | 10,725.00 | 0% | 3,923,731.00 | 29% | 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. | 3.00 | 95% | 13.00 | | 95% |
| Permit all floodplain activities as appropriate. | - | 0% | 9.00 | | 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. | 110.00 | 56% | 562.00 | | 100% |
| Respond to stormwater complaints within 24 hours of the time reported | 9.00 | 100% | 101.00 | | 100% |
| Inspect City facilities identified as potential stormwater pollution sources. | - | 0% | - | | 50% |
| Inspect stormwater outfalls. | - | 0% | 5.00 | | 100% |

**FLEET MANAGEMENT
INVENTORY
November 2021**

FUEL

| | | | | | | | |
|-----------------|---------|---------|----------|---|-------|----|----------|
| WESTWOOD GOLF | 481.0 | gallons | DIESEL | @ | 2.320 | \$ | 1,115.92 |
| WESTWOOD GOLF | 631.7 | gallons | UNLEADED | @ | 2.390 | \$ | 1,509.76 |
| NORTH BASE | 3,489.0 | gallons | UNLEADED | @ | 2.410 | \$ | 8,408.46 |
| NORTH BASE | 2,475.1 | gallons | DIESEL | @ | 2.400 | \$ | 5,940.15 |
| FIRE STATION #5 | 239.5 | gallons | UNLEADED | @ | 2.410 | \$ | 577.27 |
| FIRE STATION #5 | 141.3 | gallons | DIESEL | @ | 2.450 | \$ | 346.19 |
| FIRE STATION #6 | 145.0 | gallons | DIESEL | @ | 2.420 | \$ | 350.90 |
| FIRE STATION #6 | 367.9 | gallons | UNLEADED | @ | 2.410 | \$ | 886.64 |
| BULK TANKS | 1,200.0 | gallons | DIESEL | @ | 2.400 | \$ | 2,880.00 |

| TOTAL | GALLONS: | DOLLAR: |
|--------------|-----------------|----------------|
| UNLEADED | 4,728.1 | \$ 11,382.13 |
| DIESEL | 4,442.4 | \$ 10,633.16 |

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 12.

November 2021

| IN GALLONS | FYE 2022 | FUEL REPORT | |
|------------------|---------------------------------|-------------------------------|-----------------------------------|
| | <u>UNLEADED PURCHASED</u> | <u>DIESEL PURCHASED</u> | <u>CNG PURCHASED</u> |
| Internal pumps | 15,672.00 | 16,674.00 | 17,444.11 |
| Outside - sublet | 1,022.00 | 857.00 | 4,968.34 |
| TOTAL | 16,694.00 | 17,531.00 | 22,412.45 |
| TOTAL | <u>UNLEADED CONSUMED</u> | <u>DIESEL CONSUMED</u> | <u>CITY CNG CONSUMED</u> |
| Consumption | 17,560.54 | 19,548.72 | 28,020.49 |
| | | | <u>PUBLIC CNG CONSUMED</u> |
| | | | 4,730.30 |

| FYE 2022 TO DATE CONSUMPTION | | | | |
|------------------------------|---------------------------------|-------------------------------|---------------------------------|-----------------------------------|
| TOTAL | <u>UNLEADED CONSUMED</u> | <u>DIESEL CONSUMED</u> | <u>CITY CNG CONSUMED</u> | <u>PUBLIC CNG CONSUMED</u> |
| Consumption | 99,349.95 | 109,943.22 | 148,719.90 | 21,402.02 |

| INTERNAL PRICE PER GALLON: | | | | | EXTERNAL PRICE PER GALLON: | | | | |
|----------------------------|------|--------|-----|--------|----------------------------|------|--------|-----|--------|
| UNLEADED | High | \$2.49 | Low | \$2.22 | UNLEADED | High | \$2.49 | Low | \$2.33 |
| DIESEL | High | \$2.49 | Low | \$2.29 | DIESEL | High | \$2.49 | Low | \$2.40 |
| CNG | High | \$0.84 | Low | \$0.84 | CNG | High | \$1.49 | Low | \$1.49 |

| FASTER CONSUMABLE PARTS PURCHASED | | | | | PUBLIC CNG SALES | | | | |
|-------------------------------------|--|---------------------|--|--|--|--|-------------|--|--|
| REPAIR PARTS | | \$78,855.36 | | | Month Total Public CNG Sales | | \$6,958 | | |
| BATTERIES | | \$4,375.32 | | | FYE 2022 To Date Public Sales | | \$31,606 | | |
| OILS/FLUIDS | | \$5,333.55 | | | LIFE TO DATE CNG GAS GALLON EQUIVALENT | | | | |
| TIRES | | \$23,601.69 | | | Total Sold Gallons Life To Date | | 985,038 | | |
| SUBLET REPAIRS | | \$20,583.16 | | | Total Gross Sales Life To Date | | \$1,413,212 | | |
| TOTAL SPENT ALL parts/sublet | | \$132,749.08 | | | Life To Date CNG Gas Gallon Equivalent | | | | |
| | | | | | Total Public/City Through-Put CNG Gallons @ Statio | | 2,682,603 | | |

| Heavy Shop | CURRENT MONTH | LAST MONTH | Two Months Ago | YEAR TO DATE |
|-----------------------|---------------|------------|----------------|--------------|
| ROAD SERVICE | 1 | 4 | 4 | 39 |
| EMERGENCY ROAD CALLS | 1 | 5 | 9 | 42 |
| PM SERVICES | 85 | 96 | 117 | 690 |
| INCLEMENT WEATHER | 4 | 13 | 0 | 20 |
| WORK ORDERS | 237 | 300 | 269 | 1,883 |
| SCHEDULED REPAIRS | 114 | 118 | 150 | 776 |
| NON SCHEDULED REPAIRS | 73 | 77 | 77 | 522 |

| Heavy Shop | CURRENT MONTH | LAST MONTH | Two Months Ago | YEAR TO DATE |
|-----------------------|---------------|------------|----------------|--------------|
| ROAD SERVICE | 4 | 12 | 13 | 51 |
| EMERGENCY ROAD CALLS | 14 | 15 | 19 | 145 |
| PM SERVICES | 39 | 59 | 32 | 313 |
| INCLEMENT WEATHER | 0 | 0 | 0 | 1 |
| WORK ORDERS | 208 | 256 | 256 | 1,754 |
| SCHEDULED REPAIRS | 58 | 89 | 58 | 432 |
| NON SCHEDULED REPAIRS | 120 | 135 | 163 | 1,003 |

| Transit Shop | CURRENT MONTH | LAST MONTH | Two Months Ago | YEAR TO DATE |
|-----------------------|---------------|------------|----------------|--------------|
| ROAD SERVICE | 2 | 1 | 1 | 20 |
| EMERGENCY ROAD CALLS | 0 | 0 | 0 | 1 |
| PM SERVICES | 17 | 10 | 8 | 78 |
| INCLEMENT WEATHER | 0 | 2 | 0 | 2 |
| WORK ORDERS | 73 | 80 | 84 | 508 |
| SCHEDULED REPAIRS | 17 | 10 | 9 | 67 |
| NON SCHEDULED REPAIRS | 54 | 69 | 57 | 389 |

| COMBINED SHOPS | CURRENT MONTH | LAST MONTH | TWO MONTHS AGO | YEAR TO DATE |
|-----------------------|---------------|------------|----------------|--------------|
| ROAD SERVICE | 10 | 17 | 18 | 101 |
| EMERGENCY ROAD CALLS | 16 | 20 | 28 | 178 |
| PM SERVICES | 143 | 166 | 159 | 1074 |
| INCLEMENT WEATHER | 5 | 15 | 0 | 24 |
| WORK ORDERS | 544 | 653 | 628 | 4236 |
| SCHEDULED REPAIRS | 196 | 219 | 219 | 1289 |
| NON SCHEDULED REPAIRS | 259 | 285 | 303 | 1946 |

**PUBLIC WORKS
FLEET DIVISION**
Technician Productivity
Report

FYE 2022

November 2021

| MECHANIC | DIRECT LABOR HOURS | PRODUCTIVITY | | INDIVIDUAL PRODUCTIVITY | |
|----------|--------------------|--------------|--------|-------------------------|--|
| | | GOAL | ACTUAL | DIFFERENCE | |
| # 001 | 123.01 | 72% | 99.6% | 27.6% | |
| # 002 | 142.22 | 72% | 115.2% | 43.2% | |
| # 003 | 111.68 | 72% | 90.4% | 18.4% | |
| # 004 | 81.35 | 72% | 65.9% | -6.1% | |
| # 006 | 116.23 | 72% | 94.1% | 22.1% | |
| # 007 | 71.95 | 72% | 58.3% | -13.7% | |
| # 008 | 86.00 | 72% | 69.6% | -2.4% | |
| # 009 | 104.84 | 72% | 84.9% | 12.9% | |
| # 010 | 122.87 | 72% | 99.5% | 27.5% | |
| # 011 | 121.92 | 72% | 98.7% | 26.7% | |
| # 012 | 88.31 | 72% | 71.5% | -0.5% | |
| # 013 | 76.03 | 72% | 61.6% | -10.4% | |
| # 014 | 7.03 | 72% | 5.7% | -66.3% | |
| # 018 | 126.92 | 72% | 102.8% | 30.8% | |
| # 021 | 110.45 | 72% | 89.4% | 17.4% | |
| # 028 | 117.32 | 72% | 95.0% | 23.0% | |
| # 031 | 78.98 | 72% | 64.0% | -8.0% | |
| # 033 | 60.99 | 72% | 49.4% | -22.6% | |

DIRECT LABOR HOURS

1748.10

TOTAL AVAILABLE HOURS

2223.00

PRODUCTIVITY GOAL

72.0%

ACTUAL PRODUCTIVITY

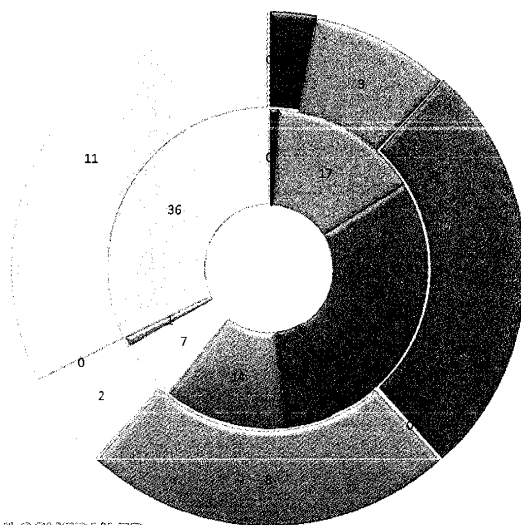
78.6%

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

Item 12.

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 |
|-------------------------|-------------------------------|---------------------------|--------------------------|-------------------------|------------|-------|-------------------------|--------------|-----------------|--------------|
| FIRE | | | | | | | | | | |
| 2001 | 2020 John Deere Z91 SE | Fire Suppression | 12/1/2021 | 4/10/2021 | -235 | days | 6/28/2021 | Light Repair | PM-C | 4/27/2020 |
| | | | | | 0 | Hours | 10/25/2021 | Heavy Repair | PM-C & PM-I | 2/4/2021 |
| POLICE | | | | | | | | | | |
| 0986 | 2012 Ford F250 | PD Animal Control | 177019 | 174176 | -2843 | miles | 11/4/2021 | Light Repair | PM-C | 5/11/2021 |
| LEDT1 | 2000 Ford Crown Vic | PD Patrol | 12/1/2021 | 11/9/2021 | -22 | Days | 11/23/2021 | Light Repair | PM-C | 11/9/2021 |
| 1186 | 2013 Ford Interceptor | PD Patrol | 161596 | 159921 | -1675 | miles | 11/8/2021 | Light Repair | PM-C | 4/26/2021 |
| PSST | | | | | | | | | | |
| 053T | 2019 Covered Wagon Trailer | PSST Fire Suppression | 12/1/2021 | 11/1/2021 | -30 | Days | 11/1/2021 | Light Repair | PM-A | 11/12/2020 |
| 1225 | 2011 Ford Crown Vic | PSST Patrol | 126311 | 125598 | -713 | Miles | 11/29/2021 | Light Repair | PM-C | 7/2/2021 |
| LEDT2 | 2010 Ford Crown Vic | PSST Patrol | 12/1/2021 | 11/17/2021 | -14 | Days | 11/23/2021 | Light Repair | PM-C | 9/6/2019 |
| UTILITIES | | | | | | | | | | |
| 5372 | 2008 Caterpillar Backhoe | WRF Sewerline Maintenance | 12/1/2021 | 10/1/2021 | -61 | Days | 11/19/2021 | Heavy Repair | PM-B | 10/1/2021 |
| 307H | 2015 Indeco | Waterline Maintenance | 12/1/2021 | 3/2/2021 | -274 | days | 7/9/2021 | Heavy Repair | PM-C | 3/2/2021 |
| 309A | 2020 Champion Compressor | Waterline Maintenance | 12/1/2021 | 6/25/2021 | -159 | days | 8/2/2021 | Heavy Repair | PM-C | N/A |
| 333A | 2015 Vanair Air Compressor | Waterline Maintenance | 12/1/2021 | 11/18/2021 | -13 | Days | 11/30/2021 | Light Repair | PM-C | 5/18/2021 |
| SANITATION | | | | | | | | | | |
| 0209 | 2019 Ford F150 | Commercial | 12966 | 11262 | -1704 | Miles | 11/1/2021 | Light Repair | PM-C | 9/23/2020 |
| 0261 | 2010 Peterbilt Sideload | Residential | 19858 | 19455 | -403 | hours | 10/13/2021 | Heavy Repair | PM-C | 1/20/2021 |
| 281T | 2019 Holt Trailer | Commercial | 12/1/2021 | 1/28/2021 | -307 | hours | 3/19/2021 | Heavy Repair | PM-A | 1/27/2020 |
| 0208 | 2019 Ford F150 | Residential | 16420 | 15593 | -827 | Miles | 7/22/2021 | Light Repair | PM-C | 6/10/2021 |
| 0275 | 2003 IHC Rearloader | Yard Waster | 5972 | 5965 | -7 | Hours | 11/19/2021 | Heavy Repair | PM-C | 9/5/2021 |
| 0263 | 2021 Peterbilt 348 Rearloader | Yard Waste | 1280 | 1193 | -87 | Hours | 10/29/2021 | Heavy Repair | PM-C | 7/16/2021 |
| PARK MAINTENANCE | | | | | | | | | | |
| 5408 | 2001 Dodge 2500 P/U | Park Maintenance | 108907 | 108217 | -690 | Miles | 10/20/2021 | Light Shop | PM-C | 1/2/2019 |
| 0437 | 2015 Phoenix 1800HD | Park Maintenance | 12/1/2021 | 6/24/2021 | -160 | days | 5/7/2021 | Light Repair | PM-B | 6/24/2020 |
| 0433 | 2018 John Deere | Park Maintenance | 557 | 490 | -67 | Hours | 11/9/2021 | Light Repair | PM-C | 12/15/2020 |
| 401T | 2007 Holt Trailer | Park Maintenance | 12/1/2021 | 11/6/2021 | -25 | Days | 11/9/2021 | Light Repair | PM-A | 11/6/2021 |
| 5408 | 2001 Dodge 2500 P/U | Park Maintenance | 108907 | 108217 | -690 | Miles | 11/24/2021 | Light Repair | PM-C | 1/2/2019 |
| 0428 | 2007 Phoenix | Park Maintenance | 12/1/2021 | 6/19/2021 | -165 | days | 7/23/2021 | Light Repair | PM-C | 6/19/2020 |
| PUBLIC WORKS | | | | | | | | | | |
| 892GR | 2014 John Deere Grapple | Stormwater Maintenance | 12/1/2021 | 7/23/2021 | -131 | days | 8/17/2021 | Heavy Repair | PM-B | 7/23/2020 |
| 0168 | 2008 John Deere 210LE | Streets | 2669 | 2659 | -10 | Hours | 11/15/2021 | Heavy Repair | PM-C | 3/18/2021 |
| 680B | 2012 John Deere Brushog | Streets | 12/1/2021 | 6/8/2021 | -176 | days | 8/13/2021 | Heavy Repair | PM-B | 6/8/2020 |



INNER RING - MONTHLY # SCHEDULED
OUTER RING - MONTHLY # MISSED/LATE

PM Compliance Report
November FYE 2022

- ☐ Finance
- ☒ Planning
- ☒ Public Works
- ☒ Police
- ☒ Fire
- ☒ Parks & Rec.
- ☒ PSST
- ☒ Human Resources
- ☒ Utilities

| Department | Scheduled | Missed/Late | % Late |
|-----------------------|------------|-------------|--------------|
| Finance | 0 | 0 | 0.0% |
| Planning | 1 | 1 | 100.0% |
| Public Works | 17 | 3 | 17.6% |
| Police | 29 | 9 | 31.0% |
| Fire | 7 | 0 | 0.0% |
| Parks & Rec. | 14 | 8 | 57.1% |
| PSST | 7 | 2 | 28.6% |
| Human Resources | 1 | 0 | 0.0% |
| Utilities | 36 | 11 | 30.6% |
| Citywide Total | 112 | 34 | 30.4% |

**PUBLIC WORKS FLEET DIVISION
PM COMPLIANCE REPORT**

November FYE 2022

Industry Standard Compliance: Not To Exceed 5%

Item 12.

| | | | | | | Current % PENDING | |
|---------------------------------------|----|----|---|---|--|------------------------------|------|
| CITY CLERK | | | | | | | |
| CITY COUNCIL | 1 | 1 | | | | 0% | 0% |
| BUILDING ADMINISTRATION | | | | | | 0% | 0% |
| MUNICIPAL COURT | | | | | | | |
| MUNICIPAL COURT | | | | | | 0% | 0% |
| INFORMATION TECHNOLOGY | | | | | | | |
| INFORMATION TECHNOLOGY | 1 | | | 1 | | 100% | 100% |
| HUMAN RESOURCES | | | | | | | |
| HUMAN RESOURCES | 1 | 1 | | | | 0% | 0% |
| | | | | | | 0% | 50% |
| | | | | | | 0% | 0% |
| FINANCE | | | | | | | |
| METER SERVICES | | | | | | 0% | 0% |
| PLANNING | | | | | | | |
| PLANNING | 1 | 1 | 1 | 1 | | 100% | 100% |
| BUILDING INSPECTIONS | | | | | | 0% | 0% |
| CODE COMPLIANCE | | | | | | 0% | 67% |
| PUBLIC WORKS | | | | | | | |
| ENGINEERING | | | | | | 0% | 10% |
| STREETS | 10 | 7 | 3 | 3 | | 30% | 38% |
| STORMWATER | 3 | 4 | | | | 0% | 6% |
| TRAFFIC | 3 | 3 | | | | 0% | 20% |
| STORMWATER QUALITY | | | | | | 0% | 0% |
| FLEET | 1 | 1 | | | | 0% | 0% |
| TRANSIT | | | | | | 0% | 40% |
| POLICE | | | | | | | |
| ANIMAL CONTROL | 2 | 1 | | 1 | | 50% | 36% |
| POLICE ADMINISTRATION | 2 | 4 | | | | 0% | 30% |
| POLICE STAFF SERVICES | 1 | 1 | | 1 | | 100% | 25% |
| POLICE CRIMINAL INVESTIGATIONS | 1 | 1 | | | | 0% | 41% |
| POLICE PATROL | 13 | 16 | 3 | 7 | | 54% | 74% |
| POLICE SPECIAL INVESTIGATIONS | 3 | 4 | | | | 0% | 0% |
| POLICE EMERGENCY COMMUNICATIONS | | | | | | 0% | 0% |
| FIRE | | | | | | | |
| FIRE ADMINISTRATION | | | | | | 0% | 62% |
| FIRE TRAINING | | | | | | 0% | 67% |
| FIRE PREVENTION | | | | | | 0% | 18% |
| FIRE SUPPRESSION | 7 | 9 | 2 | | | 0% | 25% |
| FIRE DISASTER PREPAREDNESS | | | | | | 0% | 31% |
| PARKS & RECREATION | | | | | | | |
| PARK MAINTENANCE | 13 | 7 | | 8 | | 62% | 50% |
| PARKS & RECREATION | | | | | | 0% | 0% |
| CUSTODIAL | | | | | | 0% | 0% |
| FACILITY MAINTENANCE | 1 | 1 | | | | 0% | 39% |
| PUBLIC SAFETY SALES TAX (PSST) | | | | | | | |
| PSST POLICE PATROL | 3 | 4 | | 1 | | 33% | 33% |
| PSST POLICE CRIMINAL INVESTIGATION | 2 | 2 | | | | 0% | 0% |
| PSST FIRE SUPPRESSION | 2 | 2 | | 1 | | 50% | 50% |
| CDBG | | | | | | | |
| PLANNING CDBG | | | | | | 0% | 0% |
| UTILITIES WATER | | | | | | | |
| UTILITIES ADMINISTRATION | | | | | | 0% | 0% |
| WATER TREATMENT PLANT | 1 | 1 | | | | 0% | 0% |
| WATER PLANT | 1 | 1 | | | | 0% | 0% |
| WATER PLANT WELLS | 1 | 1 | | | | 0% | 48% |
| WATER PLANT LAB | | | | | | 0% | 0% |
| LINE MAINTENANCE ADMIN. | | | | | | 0% | 0% |
| WATER LINE MAINTENANCE | 7 | 5 | 1 | 2 | | 29% | 43% |
| UTILITIES INSPECTOR | | | | | | 0% | 0% |
| UTILITIES WRF | | | | | | | |
| WRF ADMIN | | | | | | 0% | 14% |
| WRF INDUSTRIAL | | | | | | 0% | 17% |
| WRF BIOSOLIDS | | | | | | 0% | 0% |
| WRF OPERATIONS | 1 | 2 | 1 | 1 | | 100% | 200% |
| SEWER LINE MAINTENANCE | 7 | 8 | 1 | 1 | | 14% | 29% |
| UTILITIES SANITATION | | | | | | | |
| SANITATION ADMINISTRATION | | | | | | 0% | 22% |
| SANITATION RESIDENTIAL | 6 | 6 | | 1 | | 17% | 78% |
| SANITATION COMMERCIAL | 5 | 2 | 1 | 2 | | 40% | 67% |
| SANITATION TRANSFER | 3 | 2 | | 1 | | 33% | 67% |
| SANITATION COMPOST | | | | | | 0% | 33% |
| SANITATION RECYCLE | | | | | | 0% | 0% |
| SANITATION YARD WASTE | 4 | 1 | 1 | 3 | | 75% | 100% |

PM COMPLIANCE REPORT

November FYE 2022

Industry Standard Compliance: Not To Exceed 5%

Item 12.

| | | | | | Current % | |
|----------------|-----|----|----|----|-----------|-----|
| | | | | | PENDING | |
| CITYWIDE TOTAL | 107 | 99 | 14 | 35 | 33% | 34% |

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

| NOVEMBER 2019 | | PROJECTED GOAL | THIS MONTH | | | YEAR TO DATE | | |
|--|---|----------------|--------------------|---------------------|----------------|--------------------|---------------------|----------------|
| | | Percentage | Number of Requests | Goal Met | Percentage Met | Number of Requests | Goal Met | Percentage Met |
| Provide initial response to citizen inquiries within 2 days | | 100% | 81 | 81 | 100% | 354 | 354 | 100% |
| Provide information requested by citizens within 7 days | | 95% | 81 | 81 | 100% | 354 | 354 | 100% |
| Complete traffic engineering studies within 45 days. | | 99% | 3 | 3 | 100% | 13 | 13 | 100% |
| Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days. | | 95% | 43 | 43 | 100% | 253 | 253 | 100% |
| Worker Hours Per Gallon of Paint Installed. | | 0.80 | Gallons | Worker Hours | Percentage | Gallons | Worker Hours | Percentage |
| | | | 8 | 11.5 | 1.44 | 1659 | 547.75 | 0.33 |
| Thermoplastic legend, arrows, stop bars & crosswalks installed. | 4-6 Installations per day per 2 person crew. 100% | | Crew Work Days | Total Installations | Average | Crew Work Days | Total Installations | Average |
| | | | 0.28 | 1 | 3.57 | 1.66 | 8 | 4.82 |
| Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month. | 100% | | Number Performed | Goal Met | Percentage Met | Number Performed | Goal Met | Percentage Met |
| | | | 16 | 16 | 100% | 69 | 69 | 100% |
| Response to reports on traffic signal malfunctions within one hour. | 99% | | Number of Reports | Goal Met | Percentage Met | Number of Reports | Goal Met | Percentage Met |
| | | | 9 | 9 | 100% | 90 | 90 | 100% |
| Response to reports of sign damage: | Percentage | | | | | | | |
| High Priority Stop or Yield Signs within one hour | 99% | | 8 | 8 | 100% | 27 | 27 | 100% |
| Lower Priority all other signs within one day | 90% | | 19 | 19 | 100% | 136 | 136 | 100% |
| Street Name Signs within two weeks | 90% | | 6 | 6 | 0% | 78 | 78 | 100% |
| Percent of work hours lost due to on the job injuries. | <.01% | | Total Work Hours | Work Hours Lost | Percentage Met | Total Work Hours | Work Hours Lost | Percentage Met |
| | | | 3040 | 16 | 0.00 | 16200 | 16 | 0.00 |

November 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... 1
 *Final Plats..... 0
 *Preliminary Plats..... 1
 *Short Form Plat..... 1
 *Center City Form Based Code.. 0
 *Concurrent Constr. Request..... 0

City Council Review:

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

\$ 11,200.00

Development Committee:

Final Plats..... 1

Fee-In-Lieu of Detention..... 0

\$0.00

Subtotal:

\$11,200.00

\$8,580.00

\$33,910.00

Permits Reviewed/Issued:

(includes Offsite Construction fees)

**Single Family..... 32
 ***Commercial..... 6
 Multi-Family..... 0
 Addition/Alteration..... 27
 House Moving..... 1
 Paving Only..... 7
 Storage Building..... 11
 Swimming Pool..... 8
 Storm Shelters..... 19
 Public Improvements..... 3
 Temporary Encroachments..... 0
 Fire Line Pits/Misc..... 1
 Franchise Utilities 30
 Other revenue 1
 Flood Plain (@\$100.00 each)..... 3

Total Permits.....**Grand Total**.....******Construction Plan Review Occurrences********Punch Lists Prepared**.....

| | | | |
|-------------|-------------|--|-------------|
| \$10.00 | | | |
| \$300.00 | \$500.00 | | \$1,200.00 |
| \$9,038.37 | \$2,629.30 | | \$20,597.59 |
| \$20,548.37 | \$11,709.30 | | \$55,717.59 |
| 29 | 24 | | 118 |
| 6 | 4 | | 26 |

* 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

November 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 | 6 | 100% |
| <i>PI #10</i> SINGLE FAMILY BLDG PERMIT REVIEW W/I 3 DAYS | 32 | 100% |
| <i>PI #11</i> COMMERCIAL BLDG PERMIT REVIEW W/I 7 DAYS | 6 | 100% |
| <i>PI #12</i> CONSTRUCTION PLAN REVIEW W/I 10 DAYS | 29 | 100% |
| <i>PI #13</i> FINAL PLAT REVIEW COMPLETED WITHIN 10 DAYS | 2 | 100% |



Transit System Report

October 2021

Purpose

The Transit System Report provides a summary of both internal indicators and performance measures used to evaluate the performance of the EMBARK transportation system for the City of Norman. The internal indicators are mainly used by staff to compare performance to previous periods whereas, the performance measures having

specific targets are more outcome-based and are included in EMBARK's strategic business plan to help demonstrate accomplishments given the resources that are provided. The internal indicators and performance measures included in this report address ridership, dependability, safety and align with EMBARK's mission.

Total Ridership

Total ridership for EMBARK Norman in October 2021 was 23,732, compared to 23,280 in September 2021. The average total daily ridership was 913 for October 2021 and 931 for September 2021, a 1.98% decrease. Fiscal-year-to-date ridership is 89,612 passengers, a 25.68% increase from the October 2020 YTD total of 71,301.

The fixed-route service totaled 21,834 for October 2021 compared to 21,584 for September 2021. Average fixed-route daily ridership for October 2021 was 840, and 863 for September 2021, a 2.73% decrease. Passengers with bicycles or similar means of travel totaled 801, compared to 762 for September 2021. Passengers with wheelchairs or other mobility devices totaled 368, compared to 438 for September 2021.

PLUS ridership totaled 1,898 for October 2021, compared to 1,696 for September 2021. The average daily total PLUS ridership was 73 for October 2021 and 68 for September 2021, a 7.61% increase. Passengers with wheelchairs or other mobility devices totaled 375 for October 2021 and 335 for September 2021, a 11.94% increase.

| Norman Transit Services | Oct FY22 | +/- Oct FY21 | +/- Sep FY22 |
|---------------------------|---------------|---------------|---------------|
| Fixed Routes (M-F) | 20,021 | 27.49% | -2.20% |
| 110 - Main Street | 3,732 | -0.86% | 0.40% |
| 111 - Lindsey East | 8,999 | 41.83% | -8.12% |
| 112 - Lindsey West | 2,842 | 38.03% | 0.78% |
| 120 - West Norman | 146 | -23.56% | 0.00% |
| 121 - Alameda | 4,302 | 28.61% | 7.71% |
| 144 - Social Security | 0 | 0.00% | 0.00% |
| Fixed Routes (Sat) | 1,813 | 3.60% | 62.89% |
| 110 - Main Street | 407 | -6.22% | 71.01% |
| 111 - Lindsey East | 654 | 1.87% | 76.76% |
| 112 - Lindsey West | 235 | -4.86% | 30.56% |
| 121 - Alameda | 517 | 21.08% | 59.08% |
| PLUS ADA Service | 1,898 | 32.45% | 11.91% |
| PLUS (M-F) | 1,839 | 34.82% | 11.05% |
| PLUS (Sat) | 59 | -14.49% | 47.50% |
| Bikes | 801 | 32.40% | 5.12% |
| Wheelchair | 368 | 25.60% | -15.98% |
| PLUS Wheelchair | 375 | 38.89% | 11.94% |

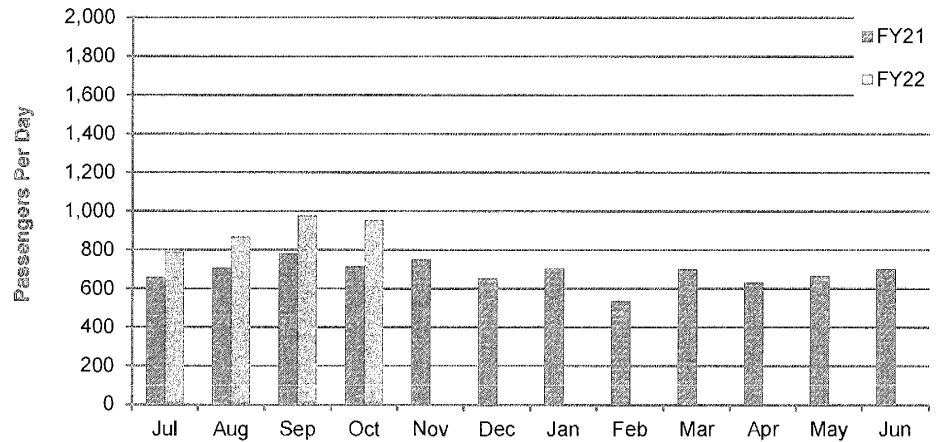
On June 11th, capacity was expanded, allowing six additional passengers per vehicle.

Fixed Route Weekday Ridership

Total fixed-route weekday ridership for October 2021 was 20,021, a 2.20% decrease from 20,471 in September 2021. Average weekday passenger ridership totaled 953 in October 2021, a 2.20% decrease compared to 975 for September 2021. Average ridership increased 33.56% compared to 714 passengers in October 2020. The average RPSH was 14.27.

Route 144 was not operated due to the ongoing COVID outbreak.

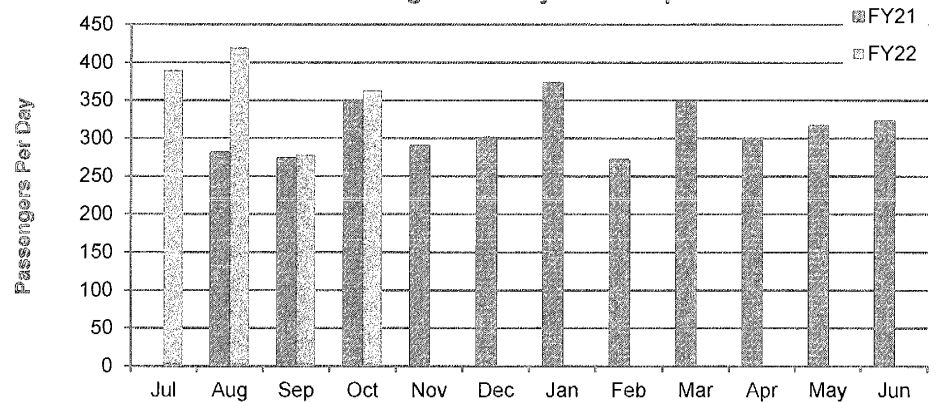
Norman Fixed-Route
Average Weekday Ridership



Fixed Route Saturday Ridership

Total fixed-route Saturday ridership for October 2021 was 1,813, a 62.89% increase over 1,113 for September 2021. Average weekend passenger ridership totaled 363 for October 2021, a 30.31% increase, compared to 278 for September 2021. The average RPSH was 10.25.

Norman Fixed-Route
Average Saturday Ridership



Gameday Information

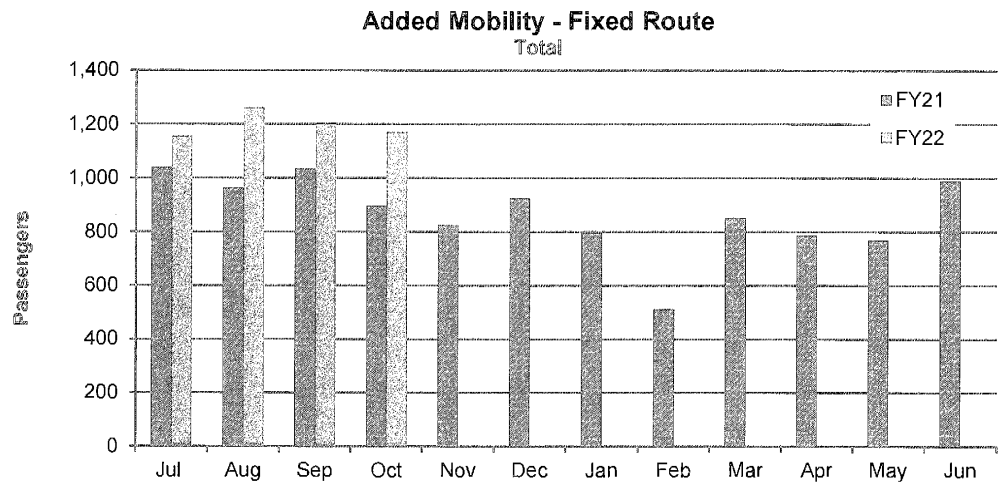
There were two gamedays in Norman: 10/16 and 10/30. Detours were implemented on affected routes.

Added Mobility – Fixed Route

Total passengers with added mobility, such as bikes and wheelchairs, totaled 1,169 for October 2021, a 2.58% decrease from 1,200 in September 2021, and a 30.18% increase from 898 in October 2020.

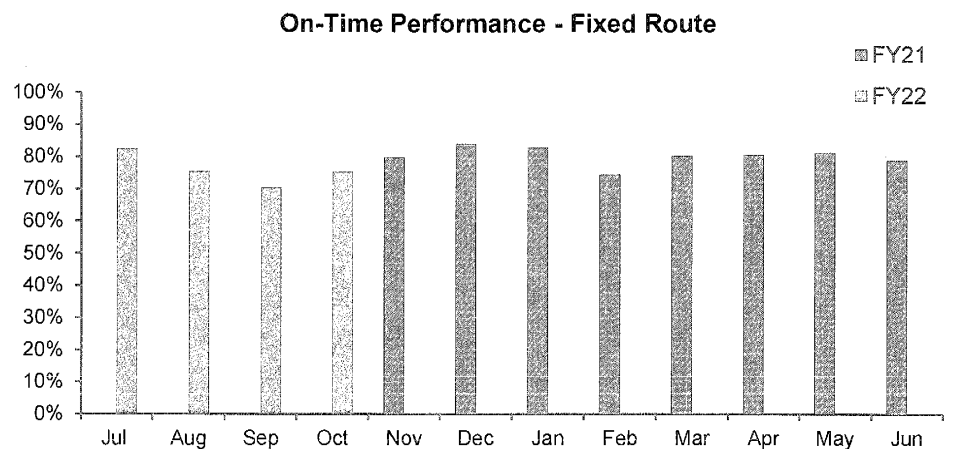
Bike passengers totaled 801, a 5.12% increase from 762 in September 2021 and a 32.40% increase from 605 in October 2020.

Wheelchair passengers totaled 368, a 15.98% decrease from 438 in September 2021, and a 25.60% increase from 293 in October 2020.



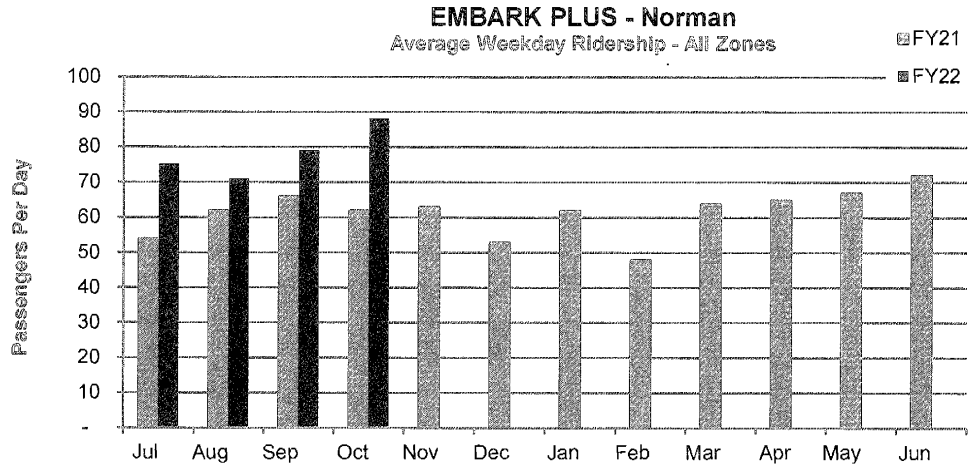
On-Time Performance – Fixed Route

Cumulative on-time performance for fixed-route buses was 75.3% in October 2021, a 4.80% increase from 70.5% in September 2021. As fixed-route on-time performance was first reported in November 2020, comparable year-over-year data is not available.



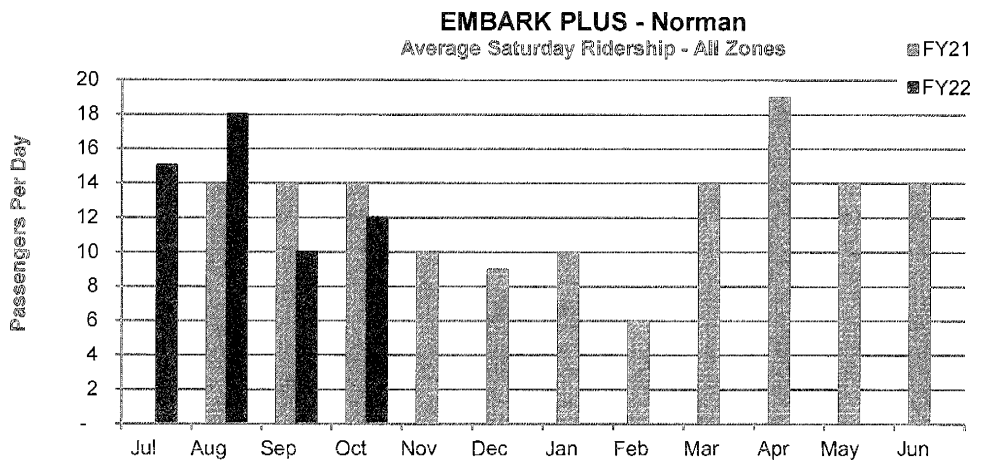
PLUS Weekday

Total PLUS weekday ridership for October 2021 was 1,839, a 11.05% increase from 1,656 in September 2021 and a 34.82% increase from 1,364 in October 2020. Average weekday passenger ridership totaled 88 for October 2021, a 11.05% increase from 79 for September 2021 and a 41.24% increase from 62 for October 2020. RPSH was 1.28.



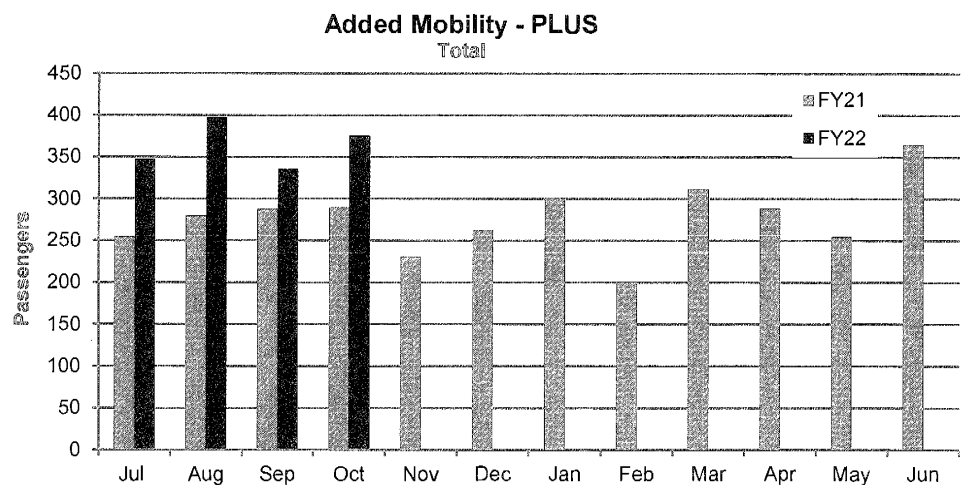
PLUS Saturday

Total PLUS Saturday ridership for October 2021 was 59, a 47.50% increase from 40 in September 2021. Average Saturday passenger ridership totaled 12 for October 2021, a 18.00% increase from 10 in September 2021 and a 14.49% decrease from 14 in October 2020. RPSH was 0.99.



Added Mobility - PLUS

PLUS passengers with added mobility totaled 375 for October 2021, a 11.94% increase from 335 in September 2021, and a 38.89% increase from 270 in October 2020.

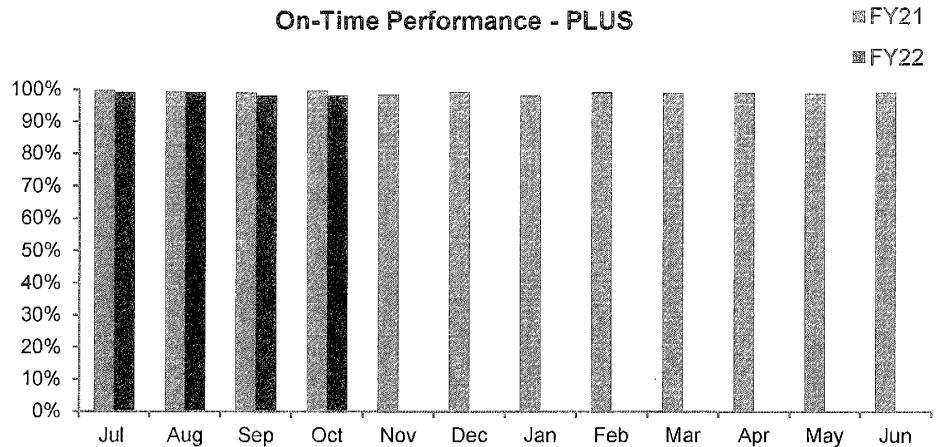


On-Time Performance - PLUS

Cumulative on-time performance for PLUS buses was 98.12%, a 0.19% increase from 97.94% in September 2021 and a -1.66% decrease from 99.78% in October 2020.

Weekday on-time performance in the primary zone was 98.04%, a 0.12% increase from 97.95% in September 2021 and a 1.78% decrease from 99.85% in

October 2020. Weekday on-time performance in the secondary zone was 98.14%, a 0.67% increase from 97.46% in September 2021 and a 1.10% decrease from 99.24% in October 2020. Saturday on-time performance was 100.00%, a 2.56% increase from 97.44% in September 2021 and a 1.54% increase from October 2020.



| PLUS Weekday Service Summary | Oct FY22 | +/- Oct FY21 | +/- Sep FY22 | PLUS Saturday Service Summary | Oct FY22 | +/- Oct FY21 | +/- Sep FY22 |
|------------------------------|----------|--------------|--------------|-------------------------------|----------|--------------|--------------|
| Total Passengers | 1,839 | 34.82% | 11.05% | Total Passengers | 59 | -14.49% | 47.50% |
| Total Trips | 1,707 | 31.51% | 9.35% | Total Trips | 51 | -21.54% | 30.77% |
| Trips Daily Average | 81 | 37.77% | 9.35% | Trips Daily Average | 10 | -21.54% | 4.62% |
| Trips Requested | 1,707 | 31.51% | 9.35% | Trips Requested | 51 | -21.54% | 30.77% |
| Denied Trips | 0 | -100.00% | 0.00% | Denied Trips | 0 | 0.00% | 0.00% |
| Capacity Denials | 0 | 0.00% | 0.00% | Capacity Denials | 0 | 0.00% | 0.00% |
| No Show | 22 | -8.33% | 29.41% | No Show | 1 | 0.00% | 100.00% |

| PLUS Applications | Oct FY22 | +/- Oct FY21 | +/- Sep FY22 |
|-----------------------|----------|--------------|--------------|
| New Applications | 17 | 142.86% | 0.00% |
| Renewals Received | 7 | 0.00% | 75.00% |
| Applications Approved | 25 | 78.57% | 150.00% |
| Applications Denied | 2 | 200.00% | 200.00% |

Summary of Services Table: October 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 August 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 Oct FY22 | FY22 YTD | FY21 YTD | Service Profile | Oct FY22 | Oct FY21 | Sep FY22 |
|----------------------------------|-----------------|-------------|-------------|-----------------|-------------|-------------|-------------|
| Fixed Routes (M-F) | 953 | 76,179 | 62,138 | Weekdays | 21 | 22 | 21 |
| Fixed Routes (Sat) | 363 | 6,548 | 3,688 | Saturdays | 5 | 5 | 4 |
| PLUS (M-F) | 88 | 6,640 | 5,307 | Gamedays | 2 | 0 | 4 |
| -Zone 1* | 67 | 5,235 | 4,235 | Holidays | 0 | 0 | 1 |
| -Zone 2** | 20 | 1,405 | 1,072 | Weather | 1 | 0 | 0 |
| PLUS (Sat)*** | 12 | 245 | 168 | Fiscal YTD Days | 103 | 72 | 77 |
| | | | | Cal. YTD Days | 230 | 200 | 205 |

* Requires ¾ mile

**Operates only on Weekdays until 7:00 pm

***Operates only in Zone 1

Strategic Performance Measures

| MEASURE | FY 22 YTD | FY 22 Targets | |
|--|--------------|------------------|---|
| # of Norman fixed-route passenger trips provided | 82,727 | 265,054 | |
| # of Norman paratransit trips provided | 6,524 | 19,000 |  |
| % of on-time Norman paratransit pick-ups | 93.36% | 95.00% |  |
| # of Norman bus passengers per service hour, cumulative | 12.96 | 13.14 | |
| # of Norman bus passengers per day, average | 804 | 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.

Glossary

- **Added Mobility** – Wheelchairs, bicycles, scooters, and other devices used by passengers in conjunction with transit
- **ADP** – Average Daily Passengers
- **ADR** – Average Daily Ridership
- **AVG** – Average
- **Fixed Route** – Regular bus service
- **FY21** – The fiscal year 2021. Lasted from 7/1/2020 to 6/30/2021
- **FY22** – The fiscal year 2022. Lasting from 7/1/2021 to 6/30/2022
- **FY YTD** – Fiscal Year, Year to Date
- **LFR** – "Leading for Results," EMBARK's internal performance measurements and targets
- **OTP** – On-time performance
- **Paratransit** – ADA vehicle service for seniors and other clients with special needs
- **PAX** – Passenger
- **PLUS** – Brand name for EMBARK Paratransit service
- **RPSH** – Riders per service hour
- **SAT** – Saturday
- **WKD** – Weekday
- **YOY** – Year-over-year, used to compare the previous year's performance when available
- **ZONE 1** – Primary zone for PLUS operation
- **ZONE 2** – Secondary zone for PLUS operation

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2021

Item 12.

| STREET DIVISION | | | | | |
|---|------------------------------|------------------------------|---------------|--------------|-----------|
| | FYE 2022 November 2021 | FYE 2022 November 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) | 6.24 | | 45.48 | | |
| Overlay/pave 10 miles per year. | 1.00 | 10% | 10.25 | 103% | 100% |
| Replace 2,000 square yards of concrete pavement panels | 175.00 | 9% | 1,377.00 | 69% | 100% |
| Grade all unpaved alleys two (2) times per year. (approximately 210 blocks) | 4.00 | 1% | 65.00 | 15% | 100% |
| Mow 15 ROW-miles (1,584,000 sf) of Urban right-of-way, eight times per year | 2,528,675.00 | 20% | 12,839,148.50 | 101% | 100% |
| Mow 148 miles of Rural Right-of-way three times per year | 158.00 | 36% | 1,064.00 | 240% | 100% |
| Debris Removal – pre-positioned contractor on notice 24 hours prior to storm event | - | 0% | - | 0% | 0% |
| Debris Removal - Issue Notice to Proceed/Task Order with 48 hours of storm event | - | 0% | - | 0% | 0% |
| Bridge - Maintain 5 non-deficient bridges in a year | - | 0% | - | 0% | 0% |
| Bridge - Rehab 7 structurally deficient bridges per year through outside contract | - | 0% | - | 0% | 0% |
| Bridge - Replace one functionally obsolete bridge per year | - | 0% | - | 0% | 0% |
| Bond Program - Complete all selected projects for the bond year within the same fiscal year | - | 0% | - | 0% | 0% |

SERVICE EFFORTS AND ACCOMPLISHMENTS FYE 2022

| STORMWATER DIVISION | | | | | |
|---|----------------------------|----------------------------|--------------|-----------------|-----------|
| | FYE 2022 November, 2021 | FYE 2022 November, 2021 | Year to Date | Year to Date | FYE 2022 |
| PERFORMANCE INDICATORS | ACTUAL | PER CENT | ACTUAL | PER CENT | PROJECTED |
| Respond to stormwater complaints and drainage concerns within 24 hours of the time reported. | 99% | 99% | 99% | 99% | 99% |
| Mechanically sweep 500 curb miles per month (lane miles) | 537.00 | 107% | 2,549.00 | 42% | 50% |
| Inspect and clean 100% of the urban drainage inlets three times per year. (approximately 5,000 locations) | 745.00 | 7% | 4,863.00 | 49% | 70% |
| Mow 2,271,548 sq.feet of open drainage ways, six times per year | 10,725.00 | 0% | 3,923,731.00 | 29% | 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. | 3.00 | 95% | 13.00 | | 95% |
| Permit all floodplain activities as appropriate. | - | 0% | 9.00 | | 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. | 110.00 | 56% | 562.00 | | 100% |
| Respond to stormwater complaints within 24 hours of the time reported | 9.00 | 100% | 101.00 | | 100% |
| Inspect City facilities identified as potential stormwater pollution sources. | - | 0% | - | | 50% |
| Inspect stormwater outfalls. | - | 0% | 5.00 | | 100% |

**FLEET MANAGEMENT
INVENTORY
November 2021**

FUEL

| | | | | | | | |
|-----------------|---------|---------|----------|---|-------|----|----------|
| WESTWOOD GOLF | 481.0 | gallons | DIESEL | @ | 2.320 | \$ | 1,115.92 |
| WESTWOOD GOLF | 631.7 | gallons | UNLEADED | @ | 2.390 | \$ | 1,509.76 |
| NORTH BASE | 3,489.0 | gallons | UNLEADED | @ | 2.410 | \$ | 8,408.46 |
| NORTH BASE | 2,475.1 | gallons | DIESEL | @ | 2.400 | \$ | 5,940.15 |
| FIRE STATION #5 | 239.5 | gallons | UNLEADED | @ | 2.410 | \$ | 577.27 |
| FIRE STATION #5 | 141.3 | gallons | DIESEL | @ | 2.450 | \$ | 346.19 |
| FIRE STATION #6 | 145.0 | gallons | DIESEL | @ | 2.420 | \$ | 350.90 |
| FIRE STATION #6 | 367.9 | gallons | UNLEADED | @ | 2.410 | \$ | 886.64 |
| BULK TANKS | 1,200.0 | gallons | DIESEL | @ | 2.400 | \$ | 2,880.00 |

| TOTAL | GALLONS: | DOLLAR: |
|--------------|-----------------|----------------|
| UNLEADED | 4,728.1 | \$ 11,382.13 |
| DIESEL | 4,442.4 | \$ 10,633.16 |

**PUBLIC WORKS
FLEET DIVISION
ACTIVITY REPORT**

Item 12.

November 2021

| IN GALLONS | | FYE 2022 | FUEL REPORT | |
|------------------|--|--------------------|------------------|---------------------|
| | | UNLEADED PURCHASED | DIESEL PURCHASED | CNG PURCHASED |
| Internal pumps | | 15,672.00 | 16,674.00 | 17,444.11 |
| Outside - sublet | | 1,022.00 | 857.00 | 4,968.34 |
| TOTAL | | 16,694.00 | 17,531.00 | 22,412.45 |
| TOTAL | | UNLEADED CONSUMED | DIESEL CONSUMED | CITY CNG CONSUMED |
| Consumption | | 17,560.54 | 19,548.72 | 28,020.49 |
| | | | | PUBLIC CNG CONSUMED |
| | | | | 4,730.30 |

| FYE 2022 TO DATE CONSUMPTION | | | | |
|------------------------------|-------------------|-----------------|-------------------|---------------------|
| TOTAL | UNLEADED CONSUMED | DIESEL CONSUMED | CITY CNG CONSUMED | PUBLIC CNG CONSUMED |
| Consumption | 99,349.95 | 109,943.22 | 148,719.90 | 21,402.02 |

| INTERNAL PRICE PER GALLON: | | | | | EXTERNAL PRICE PER GALLON: | | | | |
|----------------------------|------|--------|-----|--------|----------------------------|------|--------|-----|--------|
| UNLEADED | High | \$2.49 | Low | \$2.22 | UNLEADED | High | \$2.49 | Low | \$2.33 |
| DIESEL | High | \$2.49 | Low | \$2.29 | DIESEL | High | \$2.49 | Low | \$2.40 |
| CNG | High | \$0.84 | Low | \$0.84 | CNG | High | \$1.49 | Low | \$1.49 |

| FASTER CONSUMABLE PARTS PURCHASED | | | PUBLIC CNG SALES | | |
|-------------------------------------|--|---------------------|--|--|-------------|
| REPAIR PARTS | | \$78,855.36 | Month Total Public CNG Sales | | \$6,958 |
| BATTERIES | | \$4,375.32 | FYE 2022 To Date Public Sales | | \$31,606 |
| OILS/FLUIDS | | \$5,333.55 | LIFE TO DATE CNG GAS GALLON EQUIVALENT | | |
| TIRES | | \$23,601.69 | Total Sold Gallons Life To Date | | 985,038 |
| SUBLET REPAIRS | | \$20,583.16 | Total Gross Sales Life To Date | | \$1,413,212 |
| TOTAL SPENT ALL parts/sublet | | \$132,749.08 | Life To Date CNG Gas Gallon Equivalent | | |
| | | | Total Public/City Through-Put CNG Gallons @ Statio | | 2,682,603 |

| | CURRENT MONTH | LAST MONTH | Two Months Ago | YEAR TO DATE |
|-----------------------|---------------|------------|----------------|--------------|
| ROAD SERVICE | 1 | 4 | 4 | 39 |
| EMERGENCY ROAD CALLS | 1 | 5 | 9 | 42 |
| PM SERVICES | 85 | 96 | 117 | 690 |
| INCLEMENT WEATHER | 4 | 13 | 0 | 20 |
| WORK ORDERS | 237 | 300 | 269 | 1,883 |
| SCHEDULED REPAIRS | 114 | 118 | 150 | 776 |
| NON SCHEDULED REPAIRS | 73 | 77 | 77 | 522 |

| | CURRENT MONTH | LAST MONTH | Two Months Ago | YEAR TO DATE |
|-----------------------|---------------|------------|----------------|--------------|
| ROAD SERVICE | 4 | 12 | 13 | 51 |
| EMERGENCY ROAD CALLS | 14 | 15 | 19 | 145 |
| PM SERVICES | 39 | 59 | 32 | 313 |
| INCLEMENT WEATHER | 0 | 0 | 0 | 1 |
| WORK ORDERS | 208 | 256 | 256 | 1,754 |
| SCHEDULED REPAIRS | 58 | 89 | 58 | 432 |
| NON SCHEDULED REPAIRS | 120 | 135 | 163 | 1,003 |

| | CURRENT MONTH | LAST MONTH | Two Months Ago | YEAR TO DATE |
|-----------------------|---------------|------------|----------------|--------------|
| ROAD SERVICE | 2 | 1 | 1 | 20 |
| EMERGENCY ROAD CALLS | 0 | 0 | 0 | 1 |
| PM SERVICES | 17 | 10 | 8 | 78 |
| INCLEMENT WEATHER | 0 | 2 | 0 | 2 |
| WORK ORDERS | 73 | 80 | 84 | 508 |
| SCHEDULED REPAIRS | 17 | 10 | 9 | 67 |
| NON SCHEDULED REPAIRS | 54 | 69 | 57 | 389 |

| | CURRENT MONTH | LAST MONTH | TWO MONTHS AGO | YEAR TO DATE |
|-----------------------|---------------|------------|----------------|--------------|
| ROAD SERVICE | 10 | 17 | 18 | 101 |
| EMERGENCY ROAD CALLS | 16 | 20 | 28 | 178 |
| PM SERVICES | 143 | 166 | 159 | 1074 |
| INCLEMENT WEATHER | 5 | 15 | 0 | 24 |
| WORK ORDERS | 544 | 653 | 628 | 4236 |
| SCHEDULED REPAIRS | 196 | 219 | 219 | 1289 |
| NON SCHEDULED REPAIRS | 259 | 285 | 303 | 1946 |

**PUBLIC WORKS
FLEET DIVISION**
Technician Productivity
Report

FYE 2022

November 2021

| MECHANIC | DIRECT LABOR HOURS | PRODUCTIVITY | | INDIVIDUAL PRODUCTIVITY | |
|----------|--------------------|--------------|--------|-------------------------|--|
| | | GOAL | ACTUAL | DIFFERENCE | |
| # 001 | 123.01 | 72% | 99.6% | 27.6% | |
| # 002 | 142.22 | 72% | 115.2% | 43.2% | |
| # 003 | 111.68 | 72% | 90.4% | 18.4% | |
| # 004 | 81.35 | 72% | 65.9% | -6.1% | |
| # 006 | 116.23 | 72% | 94.1% | 22.1% | |
| # 007 | 71.95 | 72% | 58.3% | -13.7% | |
| # 008 | 86.00 | 72% | 69.6% | -2.4% | |
| # 009 | 104.84 | 72% | 84.9% | 12.9% | |
| # 010 | 122.87 | 72% | 99.5% | 27.5% | |
| # 011 | 121.92 | 72% | 98.7% | 26.7% | |
| # 012 | 88.31 | 72% | 71.5% | -0.5% | |
| # 013 | 76.03 | 72% | 61.6% | -10.4% | |
| # 014 | 7.03 | 72% | 5.7% | -66.3% | |
| # 018 | 126.92 | 72% | 102.8% | 30.8% | |
| # 021 | 110.45 | 72% | 89.4% | 17.4% | |
| # 028 | 117.32 | 72% | 95.0% | 23.0% | |
| # 031 | 78.98 | 72% | 64.0% | -8.0% | |
| # 033 | 60.99 | 72% | 49.4% | -22.6% | |

DIRECT LABOR HOURS

1748.10

TOTAL AVAILABLE HOURS

2223.00

PRODUCTIVITY GOAL

72.0%

ACTUAL PRODUCTIVITY

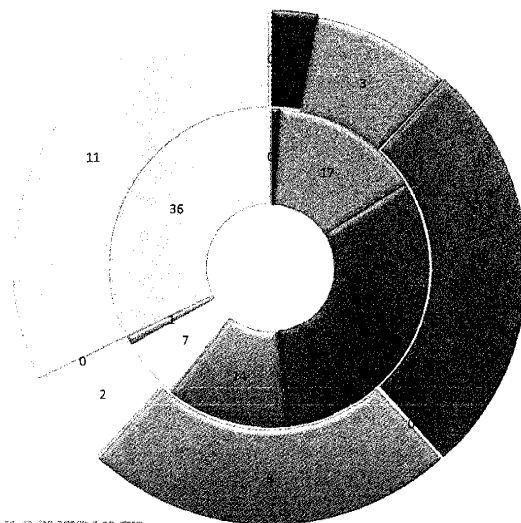
78.6%

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

Item 12.

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 |
|-------------------------|-------------------------------|---------------------------|--------------------------|-------------------------|------------|-------|-------------------------|--------------|-----------------|--------------|
| FIRE | | | | | | | | | | |
| 2001 | 2020 John Deere Z915E | Fire Suppression | 12/1/2021 | 4/10/2021 | -235 | days | 6/28/2021 | Light Repair | PM-C | 4/27/2020 |
| | | | | | 0 | Hours | 10/25/2021 | Heavy Repair | PM-C & PM-I | 2/4/2021 |
| POLICE | | | | | | | | | | |
| 0986 | 2012 Ford F250 | PD Animal Control | 177019 | 174176 | -2843 | miles | 11/4/2021 | Light Repair | PM-C | 5/11/2021 |
| LEDT1 | 2000 Ford Crown Vic | PD Patrol | 12/1/2021 | 11/9/2021 | -22 | Days | 11/23/2021 | Light Repair | PM-C | 11/9/2021 |
| 1186 | 2013 Ford Interceptor | PD Patrol | 161596 | 159921 | -1675 | miles | 11/8/2021 | Light Repair | PM-C | 4/26/2021 |
| PSST | | | | | | | | | | |
| 053T | 2019 Covered Wagon Trailer | PSST Fire Suppression | 12/1/2021 | 11/1/2021 | -30 | Days | 11/1/2021 | Light Repair | PM-A | 11/12/2020 |
| 1225 | 2011 Ford Crown Vic | PSST Patrol | 126311 | 125598 | -713 | Miles | 11/29/2021 | Light Repair | PM-C | 7/2/2021 |
| LEDT2 | 2010 Ford Crown Vic | PSST Patrol | 12/1/2021 | 11/17/2021 | -14 | Days | 11/23/2021 | Light Repair | PM-C | 9/6/2019 |
| UTILITIES | | | | | | | | | | |
| 5372 | 2008 Caterpillar Backhoe | WRF Sewerline Maintenance | 12/1/2021 | 10/1/2021 | -61 | Days | 11/19/2021 | Heavy Repair | PM-B | 10/1/2021 |
| 307H | 2015 Indeco | Waterline Maintenance | 12/1/2021 | 3/2/2021 | -274 | days | 7/9/2021 | Heavy Repair | PM-C | 3/2/2021 |
| 309A | 2020 Champion Compressor | Waterline Maintenance | 12/1/2021 | 6/25/2021 | -159 | days | 8/2/2021 | Heavy Repair | PM-C | N/A |
| 333A | 2015 Vanair Air Compressor | Waterline Maintenance | 12/1/2021 | 11/18/2021 | -13 | Days | 11/30/2021 | Light Repair | PM-C | 5/18/2021 |
| SANITATION | | | | | | | | | | |
| 0209 | 2019 Ford F150 | Commercial | 12966 | 11262 | -1704 | Miles | 11/1/2021 | Light Repair | PM-C | 9/23/2020 |
| 0261 | 2010 Peterbilt Sideload | Residential | 19858 | 19455 | -403 | hours | 10/13/2021 | Heavy Repair | PM-C | 1/20/2021 |
| 281T | 2019 Holt Trailer | Commercial | 12/1/2021 | 1/28/2021 | -307 | hours | 3/19/2021 | Heavy Repair | PM-A | 1/27/2020 |
| 0208 | 2019 Ford F150 | Residential | 16420 | 15593 | -827 | Miles | 7/22/2021 | Light Repair | PM-C | 6/10/2021 |
| 0275 | 2003 IHC Rearloader | Yard Waster | 5972 | 5965 | -7 | Hours | 11/19/2021 | Heavy Repair | PM-C | 9/5/2021 |
| 0263 | 2021 Peterbilt 348 Rearloader | Yard Waste | 1280 | 1193 | -87 | Hours | 10/29/2021 | Heavy Repair | PM-C | 7/16/2021 |
| PARK MAINTENANCE | | | | | | | | | | |
| 5408 | 2001 Dodge 2500 P/U | Park Maintenance | 108907 | 108217 | -690 | Miles | 10/20/2021 | Light Shop | PM-C | 1/2/2019 |
| 0437 | 2015 Phoenix 1800HD | Park Maintenance | 12/1/2021 | 6/24/2021 | -160 | days | 5/7/2021 | Light Repair | PM-B | 6/24/2020 |
| 0433 | 2018 John Deere | Park Maintenance | 557 | 490 | -67 | Hours | 11/9/2021 | Ligt Repair | PM-C | 12/15/2020 |
| 401T | 2007 Holt Trailer | Park Maintenance | 12/1/2021 | 11/6/2021 | -25 | Days | 11/9/2021 | Light Repair | PM-A | 11/6/2021 |
| 5408 | 2001 Dodge 2500 P/U | Park Maintenance | 108907 | 108217 | -690 | Miles | 11/24/2021 | Light Repair | PM-C | 1/2/2019 |
| 0428 | 2007 Phoenix | Park Maintenance | 12/1/2021 | 6/19/2021 | -165 | days | 7/23/2021 | Light Repair | PM-C | 6/19/2020 |
| PUBLIC WORKS | | | | | | | | | | |
| 892GR | 2014 John Deere Grapple | Stormwater Maintenance | 12/1/2021 | 7/23/2021 | -131 | days | 8/17/2021 | Heavy Repair | PM-B | 7/23/2020 |
| 0168 | 2008 John Deere 210LE | Streets | 2669 | 2659 | -10 | Hours | 11/15/2021 | Heavy Repair | PM-C | 3/18/2021 |
| 680B | 2012 John Deere Brushhog | Streets | 12/1/2021 | 6/8/2021 | -176 | days | 8/13/2021 | Heavy Repair | PM-B | 6/8/2020 |



**PM Compliance Report
November FYE 2022**

- ☐ Finance
- ☒ Planning
- ☒ Public Works
- ☒ Police
- ☒ Fire
- ☒ Parks & Rec.
- ☐ PSST
- ☒ Human Resources
- ☐ Utilities

INNER RING - MONTHLY # SCHEDULED
OUTER RING - MONTHLY # MISSED/LATE

| Department | Scheduled | Missed/Late | % Late |
|-----------------------|------------|-------------|--------------|
| Finance | 0 | 0 | 0.0% |
| Planning | 1 | 1 | 100.0% |
| Public Works | 17 | 3 | 17.6% |
| Police | 29 | 9 | 31.0% |
| Fire | 7 | 0 | 0.0% |
| Parks & Rec. | 14 | 8 | 57.1% |
| PSST | 7 | 2 | 28.6% |
| Human Resources | 1 | 0 | 0.0% |
| Utilities | 36 | 11 | 30.6% |
| Citywide Total | 112 | 34 | 30.4% |

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

Item 12.

Industry Standard Compliance: Not To Exceed 5%

| | 2022-2023 | 2021-2022 | 2020-2021 | 2019-2020 | Current % PENDING | 2022-2023 |
|---------------------------------------|-----------|-----------|-----------|-----------|----------------------|-----------|
| CITY CLERK | | | | | | |
| CITY COUNCIL | 1 | 1 | | | 0% | 0% |
| BUILDING ADMINISTRATION | | | | | 0% | 0% |
| MUNICIPAL COURT | | | | | | |
| MUNICIPAL COURT | | | | | 0% | 0% |
| INFORMATION TECHNOLOGY | | | | | | |
| INFORMATION TECHNOLOGY | 1 | | | 1 | 100% | 100% |
| HUMAN RESOURCES | | | | | | |
| HUMAN RESOURCES | 1 | 1 | | | 0% | 0% |
| | | | | | 0% | 50% |
| | | | | | 0% | 0% |
| FINANCE | | | | | | |
| METER SERVICES | | | | | 0% | 0% |
| PLANNING | | | | | | |
| PLANNING | 1 | 1 | 1 | 1 | 100% | 100% |
| BUILDING INSPECTIONS | | | | | 0% | 0% |
| CODE COMPLIANCE | | | | | 0% | 67% |
| PUBLIC WORKS | | | | | | |
| ENGINEERING | | | | | 0% | 10% |
| STREETS | 10 | 7 | 3 | 3 | 30% | 38% |
| STORMWATER | 3 | 4 | | | 0% | 6% |
| TRAFFIC | 3 | 3 | | | 0% | 20% |
| STORMWATER QUALITY | | | | | 0% | 0% |
| FLEET | 1 | 1 | | | 0% | 0% |
| TRANSIT | | | | | 0% | 40% |
| POLICE | | | | | | |
| ANIMAL CONTROL | 2 | 1 | | 1 | 50% | 36% |
| POLICE ADMINISTRATION | 2 | 4 | | | 0% | 30% |
| POLICE STAFF SERVICES | 1 | 1 | | 1 | 100% | 25% |
| POLICE CRIMINAL INVESTIGATIONS | 1 | 1 | | | 0% | 41% |
| POLICE PATROL | 13 | 16 | 3 | 7 | 54% | 74% |
| POLICE SPECIAL INVESTIGATIONS | 3 | 4 | | | 0% | 0% |
| POLICE EMERGENCY COMMUNICATIONS | | | | | 0% | 0% |
| FIRE | | | | | | |
| FIRE ADMINISTRATION | | | | | 0% | 62% |
| FIRE TRAINING | | | | | 0% | 67% |
| FIRE PREVENTION | | | | | 0% | 18% |
| FIRE SUPPRESSION | 7 | 9 | 2 | | 0% | 25% |
| FIRE DISASTER PREPAREDNESS | | | | | 0% | 31% |
| PARKS & RECREATION | | | | | | |
| PARK MAINTENANCE | 13 | 7 | | 8 | 62% | 50% |
| PARKS & RECREATION | | | | | 0% | 0% |
| CUSTODIAL | | | | | 0% | 0% |
| FACILITY MAINTENANCE | 1 | 1 | | | 0% | 39% |
| PUBLIC SAFETY SALES TAX (PSST) | | | | | | |
| PSST POLICE PATROL | 3 | 4 | | 1 | 33% | 33% |
| PSST POLICE CRIMINAL INVESTIGATION | 2 | 2 | | | 0% | 0% |
| PSST FIRE SUPPRESSION | 2 | 2 | | 1 | 50% | 50% |
| CDBG | | | | | | |
| PLANNING CDBG | | | | | 0% | 0% |
| UTILITIES WATER | | | | | | |
| UTILITIES ADMINISTRATION | | | | | 0% | 0% |
| WATER TREATMENT PLANT | 1 | 1 | | | 0% | 0% |
| WATER PLANT | 1 | 1 | | | 0% | 0% |
| WATER PLANT WELLS | 1 | 1 | | | 0% | 48% |
| WATER PLANT LAB | | | | | 0% | 0% |
| LINE MAINTENANCE ADMIN. | | | | | 0% | 0% |
| WATER LINE MAINTENANCE | 7 | 5 | 1 | 2 | 29% | 43% |
| UTILITIES INSPECTOR | | | | | 0% | 0% |
| UTILITIES WRF | | | | | | |
| WRF ADMIN | | | | | 0% | 14% |
| WRF INDUSTRIAL | | | | | 0% | 17% |
| WRF BIOSOLIDS | | | | | 0% | 0% |
| WRF OPERATIONS | 1 | 2 | 1 | 1 | 100% | 200% |
| SEWER LINE MAINTENANCE | 7 | 8 | 1 | 1 | 14% | 29% |
| UTILITIES SANITATION | | | | | | |
| SANITATION ADMINISTRATION | | | | | 0% | 22% |
| SANITATION RESIDENTIAL | 6 | 6 | | 1 | 17% | 78% |
| SANITATION COMMERCIAL | 5 | 2 | 1 | 2 | 40% | 67% |
| SANITATION TRANSFER | 3 | 2 | | 1 | 33% | 67% |
| SANITATION COMPOST | | | | | 0% | 33% |
| SANITATION RECYCLE | | | | | 0% | 0% |
| SANITATION YARD WASTE | 4 | 1 | 1 | 3 | 75% | 100% |

PM COMPLIANCE REPORT

November FYE 2022

Industry Standard Compliance: Not To Exceed 5%

Item 12.

| CITYWIDE TOTAL | | | | | Current % PENDING | |
|----------------|-----|----|----|----|----------------------|-----|
| CITYWIDE TOTAL | 107 | 99 | 14 | 35 | 33% | 34% |

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

| NOVEMBER 2019 | PROJECTED GOAL | THIS MONTH | | | | YEAR TO DATE | | | |
|--|---|-------------------|--------------------|---------------------|----------------|---------------------|---------------------|----------------|----------------|
| | | Percentage | Number of Requests | Goal Met | Percentage Met | Number of Requests | Goal Met | Percentage Met | Percentage Met |
| Provide initial response to citizen inquiries within 2 days | 100% | | 81 | 81 | 100% | 354 | 354 | 100% | |
| Provide information requested by citizens within 7 days | 95% | | 81 | 81 | 100% | 354 | 354 | 100% | |
| Complete traffic engineering studies within 45 days. | 99% | | 3 | 3 | 100% | 13 | 13 | 100% | |
| Review subdivision plats, construction traffic control plans, traffic impact statements, and other transportation improvement plans within 7 days. | 95% | | 43 | 43 | 100% | 253 | 253 | 100% | |
| Worker Hours Per Gallon of Paint Installed. | 0.80 | | Gallons | Worker Hours | Percentage | Gallons | Worker Hours | Percentage | |
| | | | 8 | 11.5 | 1.44 | 1659 | 547.75 | 0.33 | |
| Thermoplastic legend, arrows, stop bars & crosswalks installed. | 4-6 Installations per day per 2 person crew. 100% | | Crew Work Days | Total Installations | Average | Crew Work Days | Total Installations | Average | |
| | | | 0.28 | 1 | 3.57 | 1.66 | 8 | 4.82 | |
| Preventative Maintenance on each traffic signal once a year. Approximately 11 will be performed each month. | 100% | | Number Performed | Goal Met | Percentage Met | Number Performed | Goal Met | Percentage Met | |
| | | | 16 | 16 | 100% | 69 | 69 | 100% | |
| Response to reports on traffic signal malfunctions within one hour. | 99% | | Number of Reports | Goal Met | Percentage Met | Number of Reports | Goal Met | Percentage Met | |
| | | | 9 | 9 | 100% | 90 | 90 | 100% | |
| Response to reports of sign damage: | Percentage | | | | | | | | |
| High Priority Stop or Yield Signs within one hour | 99% | | 8 | 8 | 100% | 27 | 27 | 100% | |
| Lower Priority all other signs within one day | 90% | | 19 | 19 | 100% | 136 | 136 | 100% | |
| Street Name Signs within two weeks | 90% | | 6 | 6 | 0% | 78 | 78 | 100% | |
| Percent of work hours lost due to on the job injuries. | <.01% | | Total Work Hours | Work Hours Lost | Percentage Met | Total Work Hours | Work Hours Lost | Percentage Met | |
| | | | 3040 | 16 | 0.00 | 16200 | 16 | 0.00 | |

UTILITIES 13

LINE MAINTENANCE:

Waterline Capital Projects

- Beaumont Drive – 0%
- 1357 12th NE Avenue – 0%
- Crest Court – 0%
- Barb Court – 5% - Materials ordered

Barb Court: WA0358: - Staff replaced 570 feet of six-inch Ductile Iron with 6" C-900 PVC on Barb Court from Morren Drive to Crestland Drive. Waiting on material delivery.

Water Line Breaks – 4 in November

Sewer Line Data

- Total obstruction service requests - 21
 - Private Plumbing: 19
 - City Infrastructure: 2
 - Sanitary Sewer Overflows: 1, one City collection main

Lift Station D Flows:

- Days - 30
- Average daily flow: 1.165 MGD
- Total Monthly flow: 34.95 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.

Design and permitting work is currently ongoing for the project. The Special Use Zoning was recommended for approval by Planning Commission. Floodplain permits were also obtained for both site locations. Council approved the zoning in November 2021. The next step is to complete the interconnection agreements with the utility companies.

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.

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. Material delivery challenges have delayed the start of the project. The initial manhole deliveries were received on November 8, 2021. Additional material delays are preventing the start of this project.

WRF Reuse Pilot Study (WW0317) - Project will consider treatment alternatives to produce highly treated effluent at the WRF suitable for discharge in Lake Thunderbird to supplement Norman's available raw water supply. NUA approved a contract with Garver LLC on February 11, 2020 to design the pilot project for various alternative treatment processes to determine if reuse is feasible and, if so, recommend technologies to be used. In July 2020, NUA approved Amendment No. 1 to Garver's contract which fully consolidated all pilot study tasks including procurement/rental of equipment, temporary installation and eventual removal of all pilot study equipment into Garver's contract. During the remainder of 2020, Garver completed pilot study design, and during winter 2020/2021 and spring 2021, temporary construction of Phase I treatment trains was completed. During June 2021, WRF staff was able to commence operating both trains that are considered Phase I as intended and commenced full sampling and testing regimen as per Garver's pilot testing protocol. As of October 2021, the first phase of testing and sampling is ongoing and contractor has largely completed installation of temporary skids that will test additional tertiary treatment strategies which are considered to be Phase II of this study. Phase II of the study should be ready to run with a full testing and sampling regimen during November 2021. Testing and sampling of both phases will then continue through at least Spring 2022 (and possibly into Summer of 2022). Garver's final report is expected to be submitted no later than December 2022.

In December 2019, NUA learned that Bureau of Reclamation (BOR) had approved a grant of up to \$700,000 to assist in funding project. Grant contract was fully executed during September 2021. In early October 2021, NUA learned that it has been awarded a second grant from BOR, a green infrastructure grant to evaluate what role a constructed wetland could play in further improving quality of stormwater and/or effluent water entering Lake Thunderbird as part of a future

reuse program. This grant includes \$209,824 in funds for 2022 and can be extended with additional funds added in future years as conclusions are reached and recommendations made based on the work done during the initial years' funding. A kick-off meeting for the Green Infrastructure grant convened in early November 2021.

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. A follow-up demonstration by PW Tech with revised mixing technology at the front end of their press was completed during October 2021, but it unfortunately showed no improvement over initial demonstration and therefore cannot meet NUA's minimum requirement of producing sludge that is 20% solids, which is critical for the WRF's current disposal process. Garver's Preliminary Engineering Report therefore, recommends hydraulic drive centrifuges as the equipment for this project. Latest feedback has given lead times on centrifuges of 7 to 8 months from confirmed order date. Given this long lead time, the project appears to be an exceptional candidate for delivery via Construction Manager at Risk (CMaR). CMaR would allow for selection of Construction Manager (CM) by February 2022 and, in addition to furnishing value engineering expertise for the remainder of design, CM would immediately commence procurement of centrifuges, while remaining design work was completed. Advance procurement in this manner would also have the benefit of allowing Garver to complete final design based on the equipment to be supplied by the winning manufacturer rather than design around several similar (but slightly different in some details including exact dimensions) pieces of equipment from the various approved manufactures. Depending on CM's input, there may be value in bidding early work packages (demolition, concrete, steel) after completion of preliminary design (in Spring 2022). More likely (because of long lead time on equipment), all work packages would be bid after final design is complete (June 2022). On this schedule, construction should be complete by December 31, 2022. Other project delivery methods would likely result in construction completion in late Winter/Early Spring 2023.

Engineer: Garver LLC (Michael "Cole" Niblett)

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

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

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

November. Staff has reviewed the plans and there are constructability concerns regarding the proposed alignment. Staff have reviewed the alternative alignment on the east side of 12th Avenue NE and this corridor appears to be more constructible due to reduced utility conflicts. Staff is working with the consultant for an amendment to the contract to complete this work.

Engineer: PEC, Inc. (Chris Grizer)

Class A Sludge / Co-Composting (WW0312): This Project includes evaluation of biosolids co-composting via the windrow method to achieve Class A Biosolids for the Norman Utilities Authority (Owner) in Norman, Oklahoma. An evaluation of sites near the Water Reclamation Facility (WRF) will be evaluated as well. This scope of services also includes modification and update to Norman Water Reclamation Facility's existing Sludge Management Plan. Technologies were screened and Windrow Composting was determined by the Engineer to 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 project, either traditional design/bid/build or Construction Manager at Risk (CMaR) project so they will be covered as a single project here. Due to recent plant improvements projects, space formerly used for spare part storage has been incorporated into plant operations space, leaving a shortage of viable storage space. Project WW0318 will cover the construction of a new pre-engineered Maintenance Building for spare part storage and other critical maintenance activities to offset space lost in existing facilities.

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 renovate existing building and update layout and building systems as well as expand and renovate the laboratory.

Greeley Hansen was selected as the Architect for these two projects, and their Contract was approved on June 8, 2021. A design kickoff meeting convened in late June and preliminary design is now ongoing. A progress meeting convened in November 2021. That meeting included a discussion of project delivery method, and all parties agreed that Construction Manager at Risk (CMaR) was the best option for this project. First, it is believed that the phasing and scheduling of the work could open up several possible value engineering opportunities and having the Contractor on board would ensure these opportunities are properly and fully evaluated and, where costs savings are confirmed, quickly implemented. Moreover, over the past year or so, lead times on seemingly random construction materials and pieces of equipment have gotten extremely long. Having a Contractor on the project team would allow those items with long lead times to be identified and for advance procurements to be planned for them so as not to delay construction.

If CMaR is to be used: RFPs would likely be advertised in January 2022 and CM selected as early as February 2022. Given the noted issues with lead times of some construction materials and equipment, identified products would be bid by CM starting March/April 2022. Since construction work is not budgeted to commence until July 1, 2022, there would be no need to prepare early construction packages. Final Design would be complete in May 2022 and bidding of construction packages would commence immediately thereafter with NTP of early packages being issued on July 1, 2022. Construction would be complete in June 2023.

If traditional design/bid/build project delivery is to be used: Preliminary design should be completed by January 2022, and final design by May 2022. Project would be advertised in June 2022 and awarded in July 2022. Construction would then continue until August 2023 (and possibly longer depending on impact of current supply chain issues).

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 installed the line through the Huntington Apartments on River Oaks and along Parkway Drive. Three fire hydrants in the Huntington Apartment complex and two fire hydrants along Northwest Blvd and Copperfield still need passing bacteriological tests before putting these lines into service. Since the installation of the line on Parkway Drive there has been a line break and two leaks on the adjacent line along 26th Street. Staff is working on determining if we can add the replacement of this line onto the Interstate Drive Construction contract.

Engineer: Cardinal Engineering.

Waterline Transmission: Robinson Avenue Water Line Replacement (Phase III) – 24th Avenue NW to Flood Avenue (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 preliminary punchlist was generated. On October 8, 2021, a final punchlist was forwarded to Garney. During November 2021, punchlist and final change order negotiations were nearly completed. Project should be ready for final acceptance by the end of 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. City Council approved the contract with Southwest Water Works on September 14, 2021 in the amount of \$2,854,724.50. A pre-construction meeting was held on October 6, 2021. Construction is set to begin on November 3, 2021 and will continue for 330 calendar days. Contractors first started work on Goddard Ave this month. The line has been installed and is being re-chlorinated. Contractors are waiting on utility locates to start on the 16" line on Robinson and Flood Ave near the water tower. Engineers revised the plans to reflect changes to the method of installation for the line crossing under the railroad at Lexington Street this month. The method was changed from a dry bore to horizontal directional drilling to allow for a smaller area needed near the property on the east. Engineers are working on finishing the revisions to the easement for this section as well.

Advanced Metering Infrastructure (WA0351): The City of Norman has an aged water meter population and current and improvement technology have improved such that advanced metering infrastructure would provide significant benefits for the City and its customers. The implementation of this technology will reduce staff requirements for the reading of meters and will ensure more timely and accurate readings. With daily water usage information accessible for staff and the customer, customers will be able to be notified of leaks and better understand how water is used at their property. This will also help with water conservation efforts and billing resolutions. In addition to water metering improvements, the system and technology will also be leveraged to the maximum extent possible for monitoring the water system and other City needs. The consultant has completed the assessment phase of the project. Staff are currently reviewing the draft report prior to finalizing the report. The procurement phase, specifically the generation of the Request for Proposal, will begin in November. The bid package will be let in April 2022.

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 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 Purchase Order was created for \$16,200 for these services.

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

Layne has drilled all test holes and plan to begin final well drilling January 2020. All 11 well site easements and deeds were approved by NUA on October 22, 2019. The NUA also approved CO#1 December 10, 2019 for Layne's contract to add 3 additional wells to the original 6 as shown in the contract. This change order also added days to contract and completion date is now December 2020. Held kick off meeting January 23, 2019 and since Layne had drilled all test holes, the plan was to begin final well drilling January 2020. Layne's rig was under repair so final well drilling didn't begin until February 18, 2020. Crews have completed all wells and are now complete with all 6 monitoring wells. 1 deep monitor well failed and was re-drilled in September. Well house construction is complete and all wells are ready for pumping. Contractor finalized disinfection on well house lines and are in the final clean up stages. Project is substantially complete and final payment will be made in January or February of 2022.

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 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 has reviewed, and, with some reasonable comments and added requirements, they had no major objections. Jacobs is, therefore, finalizing alignment and associated 65% drawings. These should be submitted to NUA, reviewed and approved by the end of 2021. At that point, Jacobs will commence easement acquisition and final design. 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 on or shortly after July 1, 2022.

Engineer: Jacobs Engineering (Lars Ostervold)

Water Line Replacement, Parsons Addition (WA0246): A contract (K-1819-87) with Cabiness 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 advertise on February 24,

2022 in order for Notice to Proceed to be issued immediately upon the end of OU's spring 2022 semester on May 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. A punchlist inspection was scheduled for late June 2021. However, heavy rains immediately preceding inspection date, resulted in an extensive punchlist and 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. had to be chlorinated, flushed and bacteriologically tested again. After several attempts, this line officially passed bacteriological tests on November 30, 2021. At this time, a final change is being negotiated, and project should be ready for final acceptance before the end of 2021.

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, which generated an extensive punchlist. SMC worked on punchlist during September and October, and NUA reinspected in November. Punchlist had largely been addressed and after discussions and some additional work by SMC, agreement was reached to proceed with final acceptance. At this time, final change order is being negotiated. Once complete, project will be sent to Council for final acceptance, likely in January 2022.

Engineer: Garver Engineers (Jeff Chavez)

Cascade Water Tower & Lindsey Water Tower – Cascade Water Tower resurfacing is complete and NUA final accepted project on July 13, 2021.

Lindsey Tower was decommissioned several years ago because it is not high enough to act as viable potable water system storage at current system operating pressures. Recently the coatings on the tower have begun to show signs of deterioration. For this reason, Dunham Engineering evaluated the condition of the tank in the Fall of 2020, and they determined that the underlying steel was in good condition and the tank could be readily repainted and recommissioned for many years of additional service if needed. In July 2021, NUA requested that Dunham provide a proposed scope and fee for Lindsey Water Tower rehabilitation. Dunham submitted their proposed scope and fee in early October 2021. After negotiations, scope and fees have been agreed upon. However, before having the Contract approved by Council, NUA will await outcome of ongoing project with Plummer, which is described in the following paragraph.

In October 2021, NUA requested that Plummer Engineering furnish a proposed scope and fee to analyze the possibility of extending a non-potable reuse system from the Norman Water Reclamation Facility (WRF) to Reaves Park on the University of Oklahoma (OU) campus and to 10 to 15 other potential customers to the east of the WRF and Reaves Park, generally on or near Highway 9, as described Norman's 2060 Strategic Water Supply Plan. This reuse system would necessarily run in close proximity to Lindsey Tower so, as part of their analysis, Plummer has also been directed to assess the possibility of repurposing Lindsey Tower as dedicated storage for the new reuse system. Plummer's scope and fee was finalized in November 2021 and their Contract will be submitted for Council approval on December 14, 2021. The study should be completed by April 2022.

Assuming the Plummer study affirms repurposing Lindsey Tower as dedicated non-potable storage, a Contract Dunham to prepare bidding documents for, and to inspect construction of, rehabilitation work on Lindsey Tower would be immediately submitted to Council in April 2022. Bidding Documents would then be completed and project advertised in May 2022, and Bids would be opened, Contracts awarded, and Notice to Proceed issued in June 2022. Rehabilitation work would then proceed through summer (which, given the tank's proximity to OU's campus, is the recommended time frame for the work). Project would then be complete by September 2022.

NOTE: If Plummer's report does not recommend repurposing Lindsey Tank for non-potable storage, tank will be further evaluated to determine if it can be recommissioned and viably used for potable water storage. If not, it may be recommended for demolition rather than rehabilitation.

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. The contract transmittal was sent on May 27, 2021 with a start date of June 29, 2021. Contractors started work on August 4, 2021. Staff went to each location and made a punch list after contractors informed staff they had completed each station. There were numerous items that contractors still needed to fix. Contractors have been working on getting the punch list items completed before staff walk through each location again.

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

Blending of Wells 5, 6, and 52 at the Water Treatment Plant (WA0369): This project will blend wells 5, 6, and 52, at the Water Treatment Plant (WTP) before entering the distribution system. Blending these wells will only require samples be taken at the blending site as opposed to each well, which will minimize time and money spent on sampling each month.

This project will require approximately 2,200 feet of 8-inch waterline to bring well 52 to the 36th Avenue NE and Robin 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. Engineers are working on revisions to the 50% plans in order to submit 90% plans in January 2022.

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. Engineers are waiting for the roadway plans to be finished before sending 50% plans for this project so that the roadway and waterlines don't conflict with each other.

James Garner Ave Waterline Replacement from Main to Duffy (WA0338): This project will replace the aging 6, 8, 12, and 16-inch waterlines between Main Street and Duffy Street along James Garner Avenue in conjunction with the Public Works Department James Garner Avenue Streetscape project currently being designed by Cowan Group Engineering, LLC. The waterlines in this area are over 50 years old and have experienced failures that disrupt water service and traffic flows. Replacement of these waterlines prior to the surface improvements would ensure good infrastructure and reduce the likelihood that the surface improvements have to be removed and replaced for future water line replacements work. NUA entered into a contract with Cowan Group Engineering, LLC in the amount of \$93,800 on June 22, 2021. A contract transmittal was sent with a start date of June 29, 2021. 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 Cabiness Engineering, LLC (Garver Engineering) in February 2021 in the amount of \$58,100. Staff recently received final design plans from the engineer this month and is working on getting any last minute changes made before construction begins.

Engineer: Garver Engineering (Bret Cabiness)

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 was published in *The Norman Transcript* on September 9 and September 16, 2021. A mandatory pre-bid meeting was held on September 23, 2021 and five contractors attended. A bid opening was held on September 30, 2021 and 2 contractors submitted bids. Base bids for tank installation and removal ranged from \$75,000-\$250,000. Alternates were provided for two different carbon dioxide tank models; Alternate 1 for Tomco Model 3075CA and Alternate 2 for Chart Energy HSi-CO2 Integrated Bulk System (30-ton Model). Alternate 1 bids ranged from \$218,000-\$217,975 and alternate 2 bids ranged from \$252,000-\$245,570. The low bidder was Wynn Construction Co. for the Base Bid and both alternates. Staff decided to award the bid to Wynn construction for the Base Bid only in the amount of \$75,000. This contract is set to be approved by City Council on November 9, 2021. Since the tanks in Alternate 1 and Alternate 2 use two different methods of cooling (vacuum sealed versus foam insulated with a refrigeration unit), staff is rebidding the purchase and delivery of the tank to better compare the two different cooling methods. This bid will be published in *The Norman Transcript* on November 11 and 18, 2021. Staff opened bids for the purchase and delivery of the tank on December 9, 2021. One bid was received for Alternate Bid A, a foam insulated tank with a refrigeration unit, in the amount of \$228,975. Bids for Alternate Bid B, a vacuum-sealed tank without refrigeration unit, ranged from \$254,785-\$262,870. Staff will review the life-cycle cost analyses required by these bidders as well as their references before making a final selection.

Southlake Addition Waterline Replacement (WA0352):

This project will replace approximately 7,500 linear feet of aging waterlines within the Southlake Addition, which is located between Cedar Lane and State Highway 9, just east of Classen Blvd (SH 77). The existing lines are ductile iron pipe that were installed in the 1980s and have experienced a significant amount of corrosion, causing a significant number of breaks impacting water service to the neighborhood. This project will install replacement 8-inch mains to replace the existing lines, along with minimal amounts of 6-inch for small streets and short dead-end lines, and will then reconnect services for the residents. A Request for Proposals (RFP) for this project was published in the Norman Transcript on July 15, 2021. Staff received 18 proposals on August 5, 2021. Staff reviewed each proposal and selected a firm using the ranking criteria listed in the RFP. Smith Roberts Baldischwiler (SRB) ranked the highest and was selected for the project. Staff held a kick-off meeting with Engineers on November 30, 2021 to discuss the preliminary design of the project. 65% will be received after the beginning of the new year.

Engineer: SRB (Bryan Mitchell)

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

Clarifiers 1 and 2 at the Water Treatment Plant (WTP) were installed in 1965 and have experienced deterioration warranting replacement of gearboxes and motors, in addition to new coats of paint. After 55 years in service, it's expected that the structural integrity of these clarifiers will have decreased. In July 2021, staff hired Suez Water Technology Solutions Services, Inc., who currently own the "Accelator" technology employed by these two clarifiers, to perform a visual inspection on one of the clarifiers. They found pitting and corrosion of steel and indicated the need to repair/replace the launder and outer wall brackets, in addition to realignment for the hood structure and circular deckplate, and re-painting the structure. This project will first entail a more in-depth condition assessment of both clarifiers 1 and 2 by Carollo Engineers, Inc, including visual and non-destructive testing of the concrete to determine areas of possible concern and ultrasonic thickness testing for metal structures. A final technical memorandum will be provided with their findings in addition to estimated costs for needed repairs in order to obtain reliable capacity from the clarifiers for the next 20-40 years. A contract with schedule, scope, and fee of \$73,991.00 was obtained with Carollo and will be on the December 14, 2021 City Council agenda for approval.

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. Both buildings are 98% complete and are receiving final finishes with punch lists to be generated next week.

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 has finalized Design Development level plans and specifications, and, upon seeing their completeness during preliminary review, NUA has decided to proceed with traditional design/bid/build project delivery for this project. A design review meeting convened for design development plans on November 23, 2021. There were only minor comments, and TMP is proceeding with final design. Bidding Documents should be complete by the end of January 2022. Project will advertise immediately thereafter, with bids opening in late February 2022 and Contract Award in March 2022. Construction should be complete by March 2023.

Architect: The McKinney Partnership Architects PC (Toni Bragg)

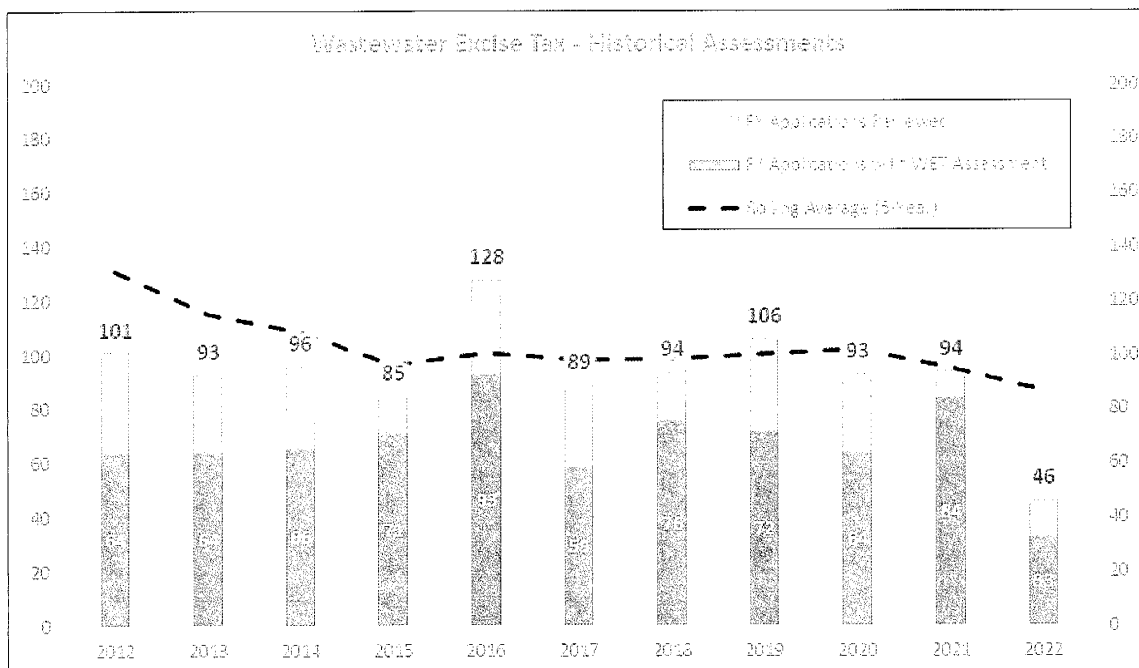
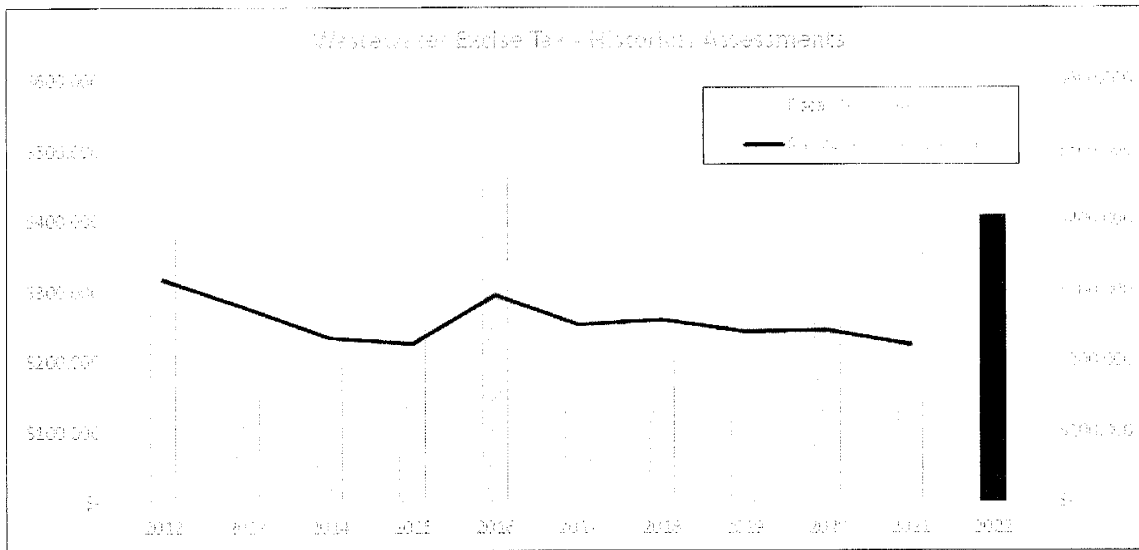
Compost Facility Scale House (SA0019):

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

Engineer: TriCore Group, LLC

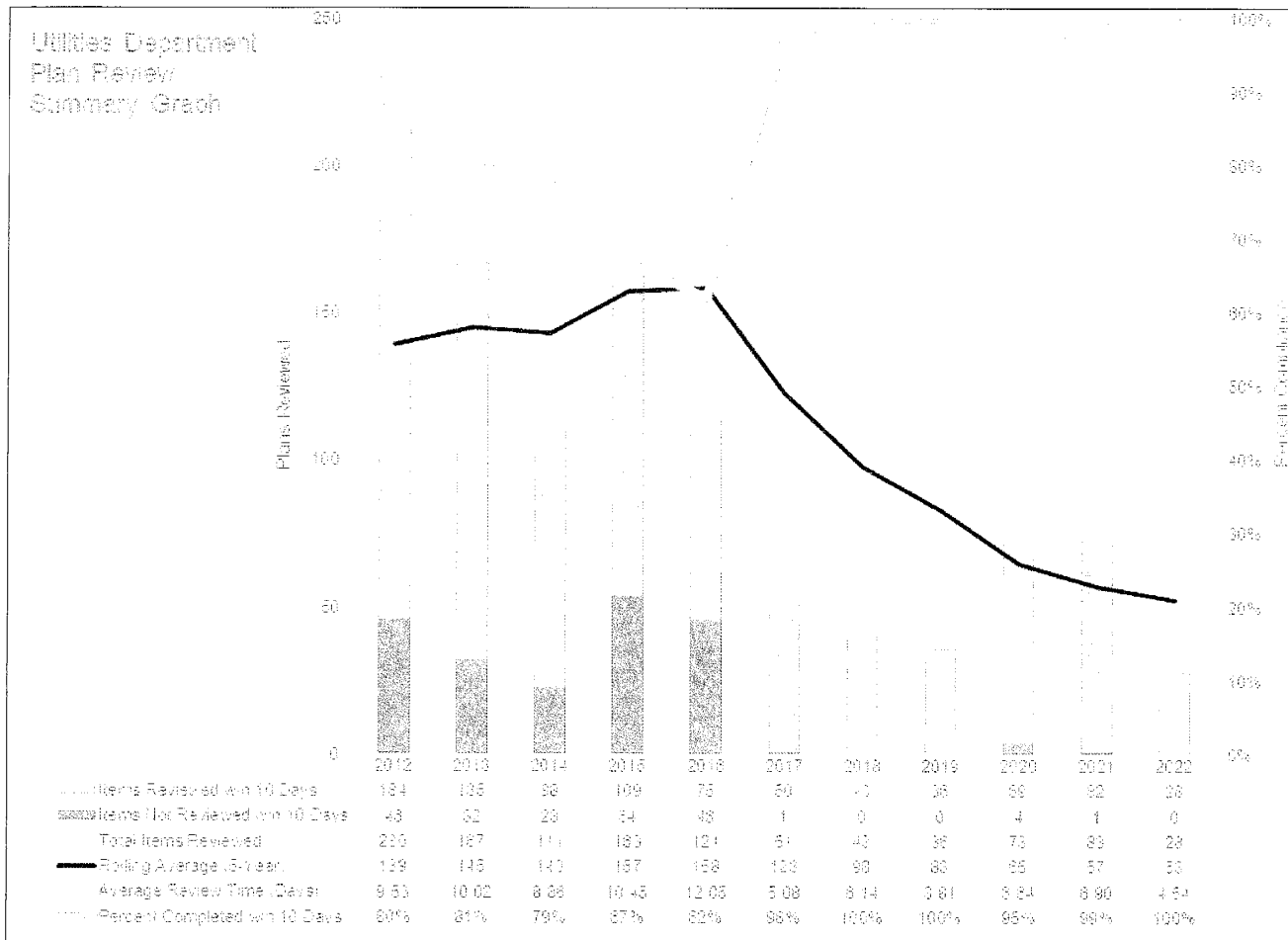
Wastewater Excise Tax – Non-Residential:

WRF Investment Fee/Wastewater Excise Tax: Staff evaluated the Wastewater Excise Tax on 7 commercial entities last month. Of the 7 applications, 5 applications were assessed since the applications were determined to increase wastewater flows over the previous use of the site. Through November, 43 commercial properties were reviewed and a total of \$380,759.36 was assessed to the 32 entities that will increase wastewater flows for the respective property. Below are graphs showing the amount assessed and the number reviewed.



PLAN REVIEW:

Five plan sets was reviewed during November. Staff have reviewed 28 plans for FYE2022 with an average review time of 4.5 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 billed \$28,540 on 04/24/20 and UNP was billed \$32,963 for detention pond on 04/24/20.
8. Ruby Grant Waterline Payback: NUA will soon consider a new waterline payback project for waterline improvements along Franklin Road in conjunction with the Ruby Grant Park Improvements. Norman Forward through the Parks Department will fund 50% and the NUA will fund the remaining costs to be paid back over 20 years as property to the north develops. Design plans are complete and project will bid 07/25/19. Ruby Grant Waterline Payback project approved by Council 12/10/19; construction of 12-inch waterline is nearing completion. Battison Honda is considering new development along Interstate Drive north of Franklin Road that will connect to the Ruby Grant Waterline.

Private Water Well Permits Issued

5 Water Well Permits 21-4857, 4968, 5065, 5093 and 5205 were issued for the month of November.

| CITY OF NORMAN | | | | |
|--|---------|---------|---------|---------|
| DEPARTMENT OF UTILITIES | | | | |
| LINE MAINTENANCE DIVISION | | | | |
| MONTHLY PROGRESS REPORT | | | | |
| SEWER MAINTENANCE | | | | |
| | FYE 22 | | FYE 21 | |
| November, 2021 | MONTH | YTD | MONTH | YTD |
| Obstructions: | | | | |
| City Responsibility | 3 | 7 | 0 | 3 |
| Property Owner Responsibility | 18 | 74 | 26 | 121 |
| TOTAL | 21 | 81 | 26 | 124 |
| Number of Feet of Sewer Cleaned: | | | | |
| Cleaned | 115,390 | 599,651 | 82,600 | 426,961 |
| Rodded | 4,415 | 80,620 | 5,800 | 21,825 |
| Foamed | 0 | 74,476 | 0 | 81,695 |
| SL-RAT | 0 | 0 | 29,771 | 96,481 |
| TOTAL | 119,805 | 754,747 | 118,171 | 626,962 |
| Sewer Overflows: | | | | |
| Rainwater | 0 | 0 | 0 | 0 |
| Grease/Paper/Roots | 0 | 0 | 0 | 0 |
| Obstruction | 1 | 3 | 0 | 1 |
| Private | 1 | 6 | 2 | 4 |
| Other (Lift Station, Line Break, etc.) | 0 | 0 | 0 | 0 |
| Total Overflows | 2 | 9 | 2 | 5 |
| Feet of Sewer Lines Televised | 28,689 | 122,576 | 14,522 | 98,582 |
| Locates Completed | 198 | 1,248 | 202 | 1,355 |
| Manholes: | | | | |
| Inspected | 905 | 5,390 | 1,034 | 5,471 |
| New | 0 | 0 | 0 | 0 |
| Rebuilt | 0 | 0 | 0 | 0 |
| Repaired | 0 | 0 | 0 | 0 |
| Feet of Sewer Lines Replaced/Repaired | 12.00 | 49.00 | 3 | 9 |
| Hours Worked at Lift Station | 94.46 | 453.84 | 83 | 872 |
| Hours Worked for Other Departments | 0.00 | 213.00 | 3.26 | 431.66 |
| OJI Percentage | 0.00 | 0.00 | 0.00 | 0.00 |
| Square Feet of Concrete | 0 | 0 | 162 | 324 |
| Average Response Time (Hours) | 0.35 | 0.42 | 0.40 | 0.36 |
| 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 | |
| November, 2021 | MONTH | YTD | MONTH | YTD |
| | | | | |
| New Meter Sets: | 42 | 205 | 61 | 255 |
| Number Short Sets | 40 | 200 | 61 | 253 |
| Number Long Sets | 2 | 2 | 0 | 2 |
| Average Meter Set Time | 2.34 | 4.12 | 4.60 | 4.95 |
| Number of Work Orders: | | | | |
| Service Calls | 394 | 1,933 | 384 | 2,021 |
| Meter Resets | 0 | 2 | 1 | 4 |
| Meter Removals | 2 | 6 | 1 | 11 |
| Meter Changes | 55 | 178 | 49 | 267 |
| Locates Completed | 1,231 | 5,418 | 485 | 2,249 |
| Number of Water Main Breaks | 5 | 75 | 19 | 80 |
| Average Time Water Off | 1.75 | 1.89 | 1.53 | 2.14 |
| Fire Hydrants: | | | | |
| New | 0 | 0 | 0 | 2 |
| Replaced | 0 | 0 | 0 | 3 |
| Maintained | 162 | 689 | 81 | 446 |
| Number of Valves Exercised | 212 | 867 | 153 | 960 |
| Feet of Main Construction | 0 | 0 | 400 | 1,795 |
| Hours of Main Construction | 0 | 162 | 401 | 1,772 |
| Meter Changeovers | 0 | 0 | 14 | 32 |
| OJI Percentage | 0.00 | 0.00 | 0.00 | 0.00 |
| Hours Flushing/Testing New Mains | 51.60 | 409 | 42 | 332 |
| Hours Worked Outside of Division | 4.75 | 225.50 | 40 | 549 |

City of Norman, Oklahoma
Department of Utilities

Monthly Progress Report
Water Reclamation Facility
November 1-30 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.) | 301.1 | 1719.7 | 315.6 | 1656.5 |
| Total Effluent Flow (M.G.) | 271.4 | 1617.2 | 312.3 | 1632.1 |
| Influent Peak Flow (MGD) | 12.2 | 25.5 | 11.7 | 20.1 |
| Effluent Peak Flow (MGD) | 11.9 | 25.5 | 11.6 | 20.1 |
| Daily Avg. Influent Flow (MGD) | 10.0 | 11.5 | 10.5 | 10.8 |
| Daily Avg. Effluent Flow (MGD) | 9.0 | 10.5 | 10.4 | 10.7 |
| Precipitation (inches) | 0.5 | 4.5 | 0.4 | 13.5 |

Discharge Monitoring Report Stats

EPA minimum percentage removal 85%

| | | |
|-----------------------------|------|------|
| 5 day BOD: | Avg. | Avg. |
| Influent Total (mg/l) | 183 | 209 |
| Effluent Carbonaceous Total | 2 | 2 |
| Percent Removal | 98.9 | 99.0 |
| Total Suspended Solids: | | |
| Influent (mg/L) | 303 | 299 |
| Effluent (mg/L) | 6 | 4 |
| Percent Removal | 98.0 | 98.7 |
| Dissolved Oxygen: | | |
| Influent (min) | 0.7 | 0.3 |
| Effluent (min) | 6.0 | 5.7 |
| pH | | |
| Influent (Low) | 6.6 | 6.9 |
| (High) | 7.1 | 7.3 |
| Effluent (Low) | 6.7 | 6.8 |
| (High) | 7.1 | 7.2 |
| Ammonia Nitrogen | | |
| Influent (mg/L) | 33.1 | 30.9 |
| Effluent (mg/L) | 0.3 | 0.5 |
| Percent Removal | 99.1 | 98.4 |

Utilities**Electrical**

| | | | | |
|-----------------------------|---------|-----------|---------|-----------|
| Total kWh Used (Plant wide) | 528,860 | 2,563,580 | 511,220 | 2,390,180 |
| Aeration Blowers | 188,000 | 1,115,580 | 177,100 | 913,100 |
| UV Facility | 35,000 | 376,900 | 61,200 | 322,400 |

Natural Gas

| | | | | |
|-----------------------------------|---------|-----------|---------|-----------|
| Total cubic feet/day (plant wide) | 494,000 | 1,813,000 | 584,000 | 1,920,000 |
|-----------------------------------|---------|-----------|---------|-----------|

| | | | | |
|--------------------------|---|----|---|----|
| Public Education (Tours) | 2 | 35 | 1 | 16 |
|--------------------------|---|----|---|----|

| | | | | |
|-----------------------------------|--|-----------|--|-----------|
| Total Attendees for FYE 21 | | 53 | | 32 |
|-----------------------------------|--|-----------|--|-----------|

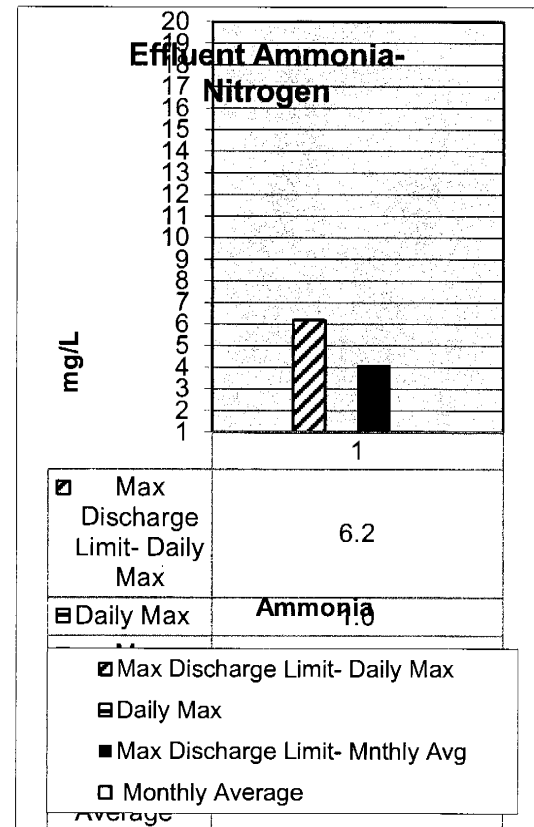
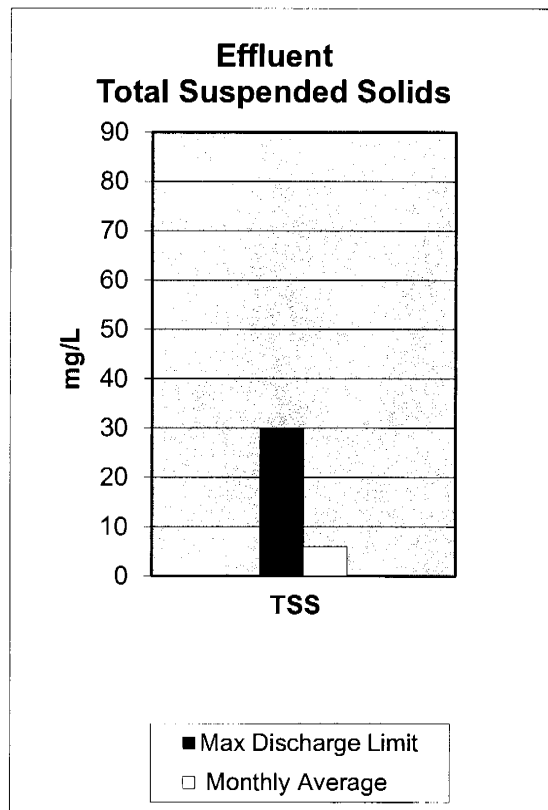
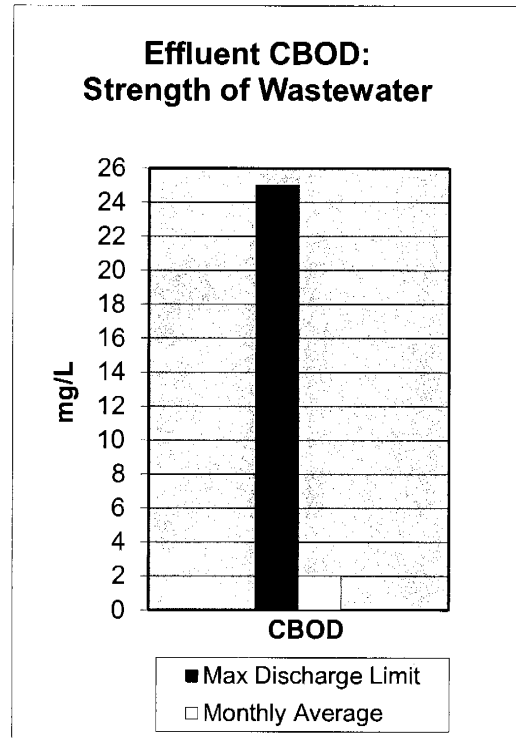
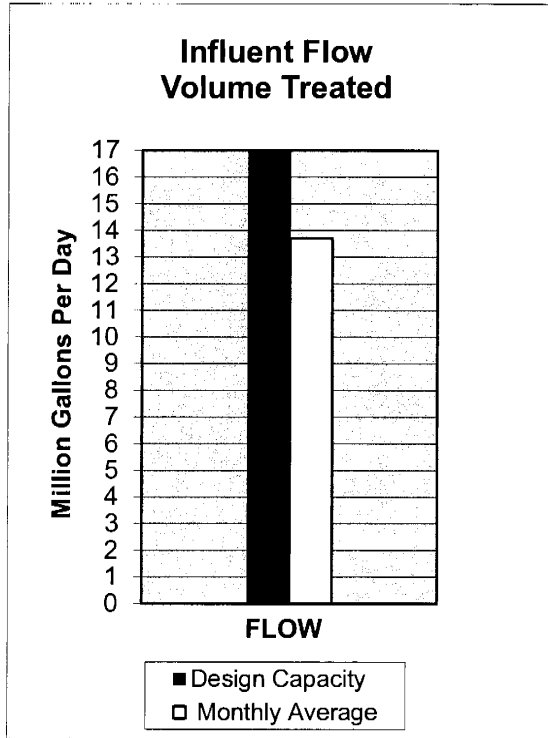
| | | | | |
|-----------------------------|-----|-----|-----|-----|
| Reclaimed Water System (MG) | 0.0 | 0.0 | 0.0 | 0.0 |
|-----------------------------|-----|-----|-----|-----|

| | | | | |
|----------------|-----|------|-----|------|
| OU Golf Course | 2.0 | 45.1 | 2.5 | 41.2 |
|----------------|-----|------|-----|------|

E.coli geometric mean average for November 2021 19 MPN (Limit is 630)

CITY OF NORMAN
WATER RECLAMATION FACILITY
 November 2021

Item 12.



Comments here

**CITY OF NORMAN, OKLAHOMA
DEPARTMENT OF UTILITIES
MONTHLY PROGRESS REPORT**

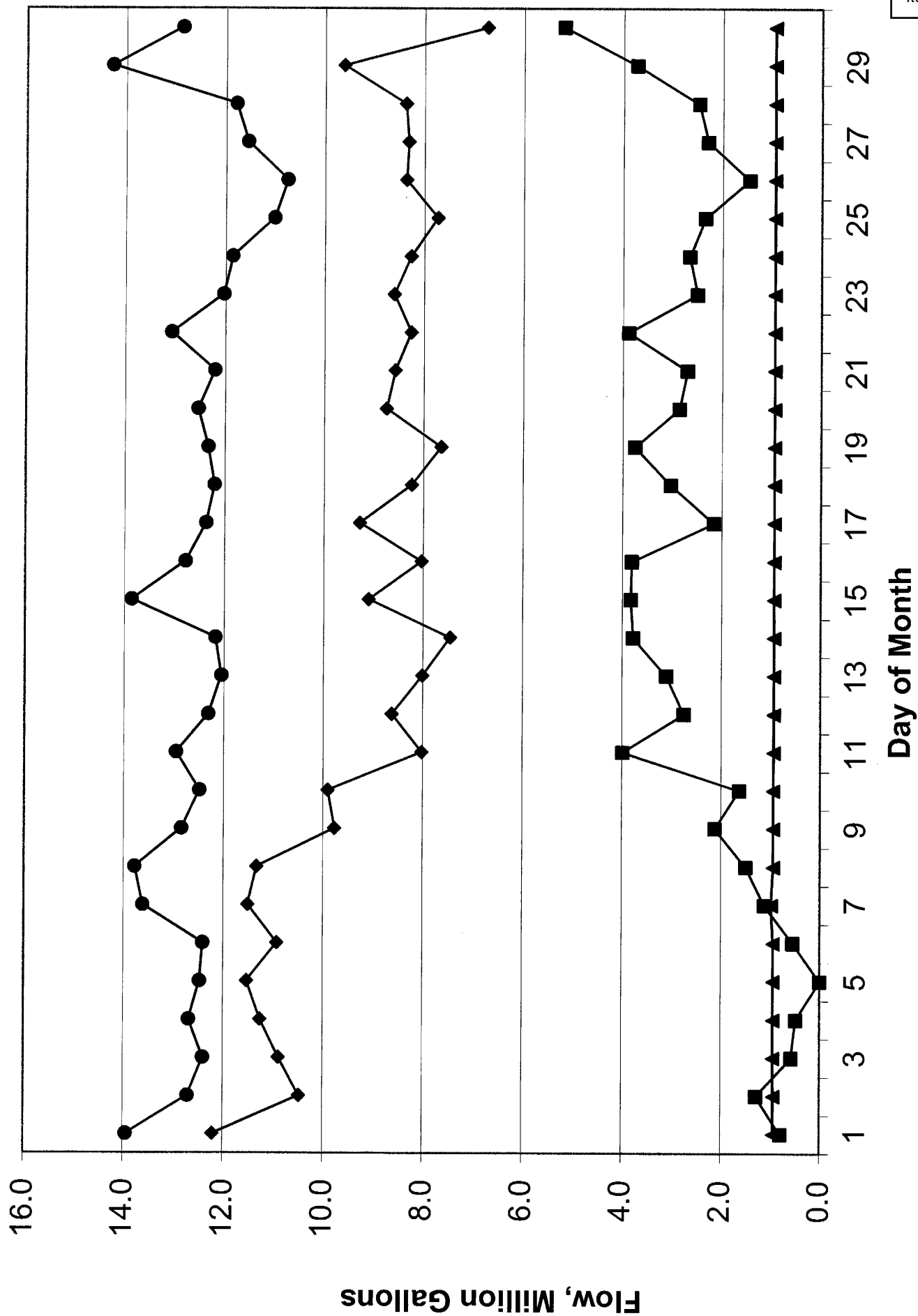
WATER TREATMENT DIVISION**MONTH: November-2021**

| | <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) | 275.68 | 1859.00 | 253.17 | 1904.00 |
| Well Production (MG) | 72.37 | 442.68 | 67.28 | 377.13 |
| Oklahoma City Water Used (MG) | 28.20 | 164.19 | 28.73 | 155.13 |
| Total Water Produced (MG) | 376.26 | 2465.87 | 349.18 | 2436.26 |
| Average Daily Production | 12.54 | 16.12 | 11.64 | 15.92 |
| Peak Day Demand | | | | |
| Million Gallons | 14.27 | 26.00 | 15.66 | 26.00 |
| Date | 11/29/2021 | 8/23/2020 | 11/7/2020 | 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 | 0.00 | 2.65 |
| Note 1: Beginning June 2016 the System Capacity includes the Oklahoma City water line. (Plant + Wells + OKC) | | | | |
| Costs | | | | |
| Plant | \$668,384.95 | \$3,466,859.83 | \$712,668.24 | \$3,658,505.12 |
| Wells | \$210,328.23 | \$1,114,819.80 | \$219,960.39 | \$1,077,299.48 |
| OKC | \$92,565.60 | \$377,714.70 | \$89,502.94 | \$427,876.87 |
| Total | \$971,278.78 | \$4,959,394.33 | \$1,022,131.57 | \$5,163,681.47 |
| Cost per Million Gallons | | | | |
| Plant | \$2,424.48 | \$1,864.91 | \$2,814.98 | \$1,921.48 |
| Wells | \$2,906.33 | \$2,518.34 | \$3,269.28 | \$2,856.56 |
| OKC | \$3,282.00 | \$2,300.49 | \$3,115.10 | \$2,758.20 |
| Total | \$2,581.44 | \$2,011.22 | \$2,927.21 | \$2,119.51 |
| Water Quality | | | | |
| Total Number of Bacterial Samples | 91 | 489 | 90 | 443 |
| Bacterial Samples out of Compliance | 3 | 7 | 0 | 1 |
| Total number of inquiries (Note 2) | 0 | 20 | 1 | 13 |
| Total number of complaints (Note 2) | 3 | 22 | 6 | 25 |
| Number of complaints per 1000 service connections | 0.07 | 0.54 | 0.15 | 0.62 |
| Note 2: Prior to April 2016 complaints and inquiries were grouped together, listed as complaints, and not distinguished. | | | | |
| Safety | | | | |
| Hours lost to OJI | 0 | 0 | 0 | 0 |
| Hours lost to TTD | 0 | 0 | 0 | 0 |
| Total Hours Lost | 0 | 0 | 0 | 0 |
| Safety Training Sessions Held | 0 | 3 | 0 | 0 |
| Public Education | | | | |
| Number of tours conducted | 1 | 9 | 0 | 0 |
| Number of people on tours | 20 | 109 | 0 | 0 |

Notes:

Well 38 in process of disinfection. Gear box and motor for clarifier #4 has been sent in for repair work. Staff in process of winterizing well 31. Staff working with contractor and DEQ to activate the 9 new water wells.

Water Production for November 2021



Drop Center Report

NOVEMBER 2021

| MONTHLY UNIT PRICES | Revenue per ton | Proc. Fee | LBs Rejected | Tons Rejected | % | LNDEL Fee | Tons Diverted | \$ Diverted |
|---------------------|-----------------|-----------|--------------|---------------|----|-----------|---------------|-------------|
| ALUMINUM: | \$1,140.00 | \$0.00 | | | | | | |
| PLASTICS: | \$15.00 | \$0.00 | | | | | | |
| STEEL CANS: | \$0.00 | \$0.00 | | | | | | |
| MIXED OFFICE PAPER: | \$75.00 | \$0.00 | | | | | | |
| CARDBOARD: | \$165.00 | \$0.00 | | | | | | |
| | | | | 0 | 0% | \$20.88 | \$4,064.01 | \$84,856.53 |

| RECYCLING CENTER DATA: | #9 | TONS | | Westwood | Hollywood | Transfer |
|--------------------------|----|-------|--|----------|-----------|----------|
| | | TONS | | TONS | TONS | TONS |
| ALUMINUM: | | 0.26 | | 0.2 | | 0.69 |
| PLASTICS: | | 1.64 | | 0.95 | | 5.32 |
| STEEL CANS: | | 0.22 | | 0.13 | | 0.68 |
| MIXED OFFICE PAPER: | | 6.86 | | 4.42 | | 7.59 |
| CARDBOARD: | | 13.85 | | 9.58 | | 23.34 |
| RECYCLING CENTER TOTALS: | | 22.83 | | 15.28 | | 37.62 |
| | | | | | | 1.04 |
| | | | | | | 1.04 |

| Other Cardboard Containers | | Compactors | | Wood | | Glass | | Metal | |
|----------------------------|-------------|------------|------------|------|----------|-------|----------|--------|----------|
| TONS | Revenues | TONS | Revenues | TONS | Revenues | TONS | Revenues | TONS | Revenues |
| 61.75 | \$10,188.75 | 24.11 | \$3,978.15 | 0 | \$0.00 | | 25.49 | \$0.00 | \$237.60 |
| | | | | | | | | Cost | \$70.00 |
| | | | | | | | | Profit | \$167.60 |

| Expenses | Average hrly+ benefits |
|----------|------------------------|
| | |

| Expenses | Average hrly+ benefits | | | |
|--------------|------------------------|------------|-------------|----------|
| | Cage Rolloff | Cardboard | Occ Compact | |
| Hours | 42 | 192 | | 12 |
| Labor \$ | \$1,124.76 | \$5,141.76 | | \$321.36 |
| Vehicle cost | \$0.00 | \$25.92 | | \$0.00 |
| | | | | \$26.78 |

| Revenue | Income | Expense | Net |
|------------------|-------------|------------|--------------|
| | \$36,893.88 | \$7,095.84 | \$ 29,798.04 |
| Customer Revenue | | | \$11,825.83 |

| | |
|---------------------------------|-------------|
| Total All Recycle and Cardboard | |
| Tons | Revenues |
| | \$25,068.05 |

| | |
|--------------------|------------|
| Total Recycle Only | |
| Tons | Revenues |
| 56.43 | \$3,012.50 |

| | |
|-----------------|-------------|
| Total Cardboard | |
| Tons | Revenues |
| 133.67 | \$22,055.55 |

CURBSIDE MONTHLY RECYCLING REPORT**NOVEMBER****PROGRAM STATISTICS**

| | AVERAGE |
|-----------------------------|----------------|
| | MONTH |
| SET OUT/PARTICIPATION RATE: | 91% |
| | |
| AVERAGE TONS PER DAY : | 11.22 |
| | |
| POUNDS PER HOME: | 19.99 |

COMMODITY BY TON

| | % of Total | TONS |
|-----------------------|-------------------|---------------|
| ALUMINUM BEVERAGE CAN | 1.96% | 6.6 |
| #1 PET | 4.08% | 13.74 |
| NEWS | 0.00% | 0 |
| GLASS CONTAINERS | 10.07% | 33.9 |
| MIX PAPER | 29.67% | 99.89 |
| PLASTIC FILM | 0.60% | 2.02 |
| #2 NATURAL | 1.11% | 3.74 |
| #2 COLOR | 1.66% | 5.59 |
| #3-#7 | 0.00% | 0 |
| METAL | 0.30% | 1.01 |
| RIGIDS | 0.26% | 0.88 |
| TIN-STEEL SCRAP | 2.14% | 7.2 |
| TRASH | 27.91% | 93.96 |
| OCC | 20.24% | 68.14 |
| TOTAL | 100.00% | 336.67 |

| | MONTH |
|------------------------|---------------|
| SERVICE CALLS (MISSES) | 29 |
| HOUSESIDE | 3 |
| REMINDER | 2 |
| SCATTERED | 0 |
| MISC. | 2 |
| REPAIR | 12 |
| NEW | 40 |
| ADD | 3 |
| MISSING | 11 |
| EXCHANGE | 2 |
| REPLACE | 4 |
| PICK UP | 16 |
| | |
| | |
| | |
| TOTAL CALLS | 124.00 |

| | MONTH |
|--------------------------------|-------------------|
| LANDFILL COST AVOIDANCE | \$6,649.23 |

SANITATION DIVISION PROGRESS REPORT**SUMMARY 2021**

| | FYE 21 | | FYE 22 | |
|-------------------------------------|--------|------------|--------|------------|
| | MONTH | YR-TO-DATE | MONTH | YR-TO-DATE |
| <u>Vehicle Accidents</u> | 0 | 4 | 0 | 3 |
| <u>On The Job Injuries</u> | 1 | 8 | 2 | 2 |
| <u>Bulk Pickups</u> | 24 | 116 | 37 | 147 |
| <u>Refuse Complaints</u> | 100 | 478 | 90 | 450 |
| <u>New Polycarts Requests</u> | 58 | 339 | 53 | 282 |
| <u>Polycarts Exchanges</u> | 9 | 46 | 13 | 63 |
| <u>Additional Polycart Requests</u> | 64 | 328 | 84 | 456 |
| <u>Replaced Stolen Polycarts</u> | 21 | 121 | 32 | 116 |
| <u>Replaced Damaged Polycarts</u> | 59 | 479 | 52 | 486 |
| <u>Polycarts Repaired</u> | 33 | 199 | 34 | 233 |

COMPOST MONTHLY REPORT**NOVEMBER**

| | MONTH |
|---|--------------|
| TONS BROUGHT IN BY COMPOST CREWS: | 293.52 |
| LANDFILL TIPPING FEE'S | \$ 20.88 |
| SAVINGS FROM NOT DUMPING AT LANDFILL: | \$ 6,128.70 |
| TONS BROUGHT IN BY PUBLIC: | 1,220.00 |
| TONS BROUGHT IN BY CONTRACTORS : | 2,400.00 |
| TONS BROUGHT IN BY OTHER CITY DEPARTMENTS: | 200.00 |
| LANDFILL TIPPING FEE'S | \$ 20.88 |
| SAVINGS FROM NOT DUMPING AT LANDFILL: | \$ 79,761.60 |
| TOTAL SAVINGS FROM NOT DUMPING AT LANDFILL: | \$ 85,890.30 |
| REVENUE COLLECTED FROM COMPOST SALES: | \$1,100.00 |
| REVENUE COLLECTED FROM MULCH SALES: | \$0.00 |
| TOTAL TONS COLLECTED | 4,113.52 |

| MULCH CUBIC YDS | | COMPOST CUBIC YDS | |
|-----------------------------|-------|-------------------|-------|
| | MONTH | | MONTH |
| PARKS DEPT. | | | |
| ROAD & CHANNEL | | | |
| LINE MAINTENANCE | | | |
| STREET DEPT. | | | |
| WATER TREATMENT | | | |
| MURPHY PRODUCTS OKC | 3,800 | | |
| SELF LOADING BIN | 20 | | |
| DRYING BEDS | | | |
| COMPOST SOLD BY CUBIC YARDS | | | 330 |
| MULCH SOLD BY CUBIC YARDS | 200 | | |
| TOTAL: | 4,020 | | 330 |

MONTHLY TRANSFER STATION REPORT

November 2021

| | TONS PER MONTH | REVENUE PER MONTH |
|---------------|----------------|-------------------|
| O.U. TONS | 328.64 | \$16,597.19 |
| STANDARD TONS | 1,919.45 | \$111,517.20 |
| CASH TONS: | 337.45 | \$14,255.20 |
| TOTALS: | 2,585.54 | \$142,369.59 |

| | MONTH |
|---|--------|
| # OF LOADS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS. | 471.00 |

| | |
|--|---------|
| # OF TONS TRANSPORTED TO OKC LANDFILL BY TRANSFER STATION TRUCKS. | 9391.73 |
|--|---------|

| | |
|--|------|
| # 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: | 471.00 |
| GRAND TOTAL TONS TO LANDFILLS | 9,391.73 |

| | |
|-----------------------------------|--------------|
| DISPOSAL COST PER TON (OKC) | \$20.88 |
| TIPPING FEE'S FOR DUMPING AT OKC: | \$196,099.32 |
| GRAND TOTAL TIPPING FEE'S | \$196,099.32 |

| | |
|--|--------|
| # OF LOADS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS: | 654.00 |
|--|--------|

| | |
|---|---------|
| # OF TONS BROUGHT TO TRANSFER STATION BY COMMERCIAL SANITATION TRUCKS: | 3846.37 |
|---|---------|

| | |
|---|--------|
| # OF LOADS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS: | 434.00 |
|---|--------|

| | |
|--|---------|
| # OF TONS BROUGHT TO TRANSFER STATION BY RESIDENTIAL SANITATION TRUCKS: | 2871.87 |
|--|---------|

| | |
|--|---------|
| TOTAL LOADS BROUGHT TO TRANSFER STATION: | 1088.00 |
|--|---------|

| | |
|---|---------|
| TOTAL TONS BROUGHT TO TRANSFER STATION: | 6718.24 |
|---|---------|

| | |
|---|--------|
| MISCELLANEOUS TONS BROUGHT BY OTHER DEPTS.: | 181.55 |
|---|--------|

| | |
|---|----------|
| TOTAL TONS RECEIVED AT TRANSFER STATION | 18877.06 |
|---|----------|

File Attachments for Item:

13. CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT/NORMAN) ANNUAL REPORT FROM JULY 1, 2020 THROUGH JUNE 30, 2021.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Brenda Hall

PRESENTER: Brenda Hall, City Clerk

ITEM TITLE: CONSIDERATION OF ACKNOWLEDGEMENT, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE NORMAN CONVENTION AND VISITORS BUREAU, INC., (VISIT/NORMAN) ANNUAL REPORT FROM JULY 1, 2020 THROUGH JUNE 30, 2021.

VISIT NORMAN

Item 13.

FISCAL YEAR 2021

ANNUAL REPORT

JULY 1, 2020-JUNE 30, 2021

Fiscal Year 2021 VisitNorman Executive Board

Chair: Kyle Allison
Vice Chair: Amish Zaver
Treasurer: James Howard
Past Chair: Mandy Haws

Fiscal Year 2021 VisitNorman Board of Directors

| | |
|-------------------|-----------------|
| Tarasina Compagni | Drew Gaschler |
| Steve Gillis | Angelia Green |
| Helen Green | Jerry M. Hatter |
| James Howard | Scott Kovalick |
| Alesha Leemaster | Bree Montoya |

Fiscal Year 2021 VisitNorman Ex-Officio Members

Brenda Hall, City of Norman
Lee Hall, Norman City Council Member
Lawrence McKinney, Norman Economic Development Coalition
Scott Martin, Norman Chamber of Commerce



Fiscal Year 2021 VisitNorman Staff

Dan Schemm
Executive Director (second from right)

Trent Brown
Sales Manager & videographer (left)

Taylor Mauldin Wagner
Sales & Special Event Manager (second from left)

Stefanie Brickman
Communications Manager (right)

The VisitNorman Fiscal Year 2021 Annual report details the time period of July 1, 2020 through June 30, 2021.

The year 2020 will forever be remembered as the year the world shut down. I remember March 11, 2020 vividly. Sitting on my the couch waiting for the OKC Thunder game to start but tip off was delayed for some reason. The game never happened. Rudy Gobert had tested positive for Covid-19. Reality really hit home when the March Madness NCAA Men's and Women's basketball tournaments were cancelled. Even then we thought we'd beat this virus and life would be back to normal after the heat of the summer. Little did we know...

Covid-19 impacted everything and everyone, but no one more than the hospitality industry. The state's third-largest industry was brought to its knees. VisitNorman was not immune. Fiscal Year 2021 resulted in marked decreases in every key performance indicator except for number of gross marketing impressions. Significant (more than 50 percent) decreases included:

- Qualified leads sent to partners
- Booked room nights
- Estimated lead nights
- Number of groups serviced
- Number of earned media impressions
- Advertising equivalency

The occupancy rate year to year also decreased; because there were fewer properties as part of the report, the comparison is not a direct correlation.

During the fiscal year, the sales staff shifted efforts into projects including the "Out & About in Norman" YouTube series (which won honors from the Oklahoma Travel Industry Association) and many special events including initial Norman Restaurant Week, Game Day Watch Party, Oktoberfest and Holiday Sleigh Rides.

However, thanks to the CARES grant provided by the City of Norman to VisitNorman, VisitNorman was able to renew many digital marketing initiatives that were able to increase the number of marketing programs which increased marketing impressions for the last six months of the fiscal year.

Dan Schemm
VisitNorman Executive Director

VISIT NORMAN

Item 13.

FISCAL YEAR 2021

ANNUAL REPORT

JULY 1, 2020-JUNE 30, 2021

| | 12 months ending Fiscal Year 2017 | 12 months ending Fiscal Year 2018 | 12 months ending Fiscal Year 2019 | 12 months ending Fiscal Year 2020 | 12 months ending Fiscal Year 2021 |
|--|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|--------------------------------------|
| <u>Leisure Travel Advertisement & Communication</u> | | | | | |
| Number of programs | 208 | 350 | 345 | 181 | 280 |
| Number of gross impressions | 35,953,001 | 72,920,904 | 68,907,532 | 12,261,916 | 15,285,076 |
| Visitor Guides distributed | 17,250 | 24,028 | 16,352 | 13,047 | 7,136 |
| Unique visits to VisitNorman.com | 105,370 | 86,906 ¹ | 108,113 | 137,350 | 116,729 |
| <u>Leisure Travel Media Relations</u> | | | | | |
| Media Placements | 755 | 789 | 804 | 598 | 319 |
| Number of impressions | 465,963,886 | 698,893,438 | 422,643,673 | 218,006,287 | 65,345,302 |
| Advertising equivalency | \$427,327.53 | \$502,874.71 | \$2,765,457.65 | \$4,213,218.10 | \$699,478.67 |
| <u>Convention/Sports Performance Measures</u> | | | | | |
| Number of Qualified Leads | 80 | 67 | 104 | 82 | 25 |
| Number of potential room nights | 36,725 | 31,663 | 58,093 | 29,217 | 8,395 |
| Number of bookings | 37 | 26 | 33 | 15 | 12 |
| Booked room nights | 17,268 | 16,668 | 17,222 | 10,064 | 5,075 |
| Number of groups serviced | 44 | 53 | 30 | 22 | 8 |
| <u>Visitor Volume Measures</u> | | | | | |
| Bureau expenditures | \$992,656.95 | \$861,233.65 | \$923,661.64 | \$896,007.42 | \$491,833.41 |
| Occupancy of hotels, motels & B&Bs | 56.80% | 62.30% | 63.50% | 47.44% | 47.04% ³ |
| Average daily rate | \$86.19 | \$85.93 | \$86.75 | \$80.29 | \$77.39 |
| Transient Guest Tax collection | \$1.74 million | \$1.87 million | \$1.88 million | \$1.42 million | \$1.1 million |
| Sales tax collection | \$73.46 million | \$73.54 million | \$74.84 million | \$73.84 million | \$59.7 million |

¹ New website launched in March 2017, requiring a new Google page index

² Certified Audit reflects annual increase in impressions for media outlets

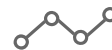
³ Number of properties included in the report did not remain constant in FY21 for an exact equal comparison

FY21 ANNUAL REPORT BY THE NUMBERS

\$253 million
Travel spending in Norman

\$9.2 million
Local tax revenue from tourism

3,900
Tourism Industry Employees in Norman



KEY PERFORMANCE INDICATOR DECREASES

Decrease in the number of estimated lead nights sent to partners

-71.2%

Decrease in the amount of Qualified Leads sent to partners

-69.5%

Decrease in the nights of leads turned definite (booked)

-49.5%

54.7%

Increase in marketing programs*

45.2%

Increase in Twitter impressions*

SOURCE: DEAN & RUNYON ASSOCIATES FOR OKLAHOMA TRAVEL AND RECREATION
DEPARTMENT, JAN. 2020 REPORT (BY HOUSE DISTRICTS 44, 45 & 46)

* Thanks to a CARES grant provided by the City Council, VisitNorman was able to renew digital and other marketing initiatives that increased marketing impressions in the second half of the term.

File Attachments for Item:

14. CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-32: FOR THE PURCHASE OF A THIRTY (30) TON CARBON DIOXIDE TANK FROM TOMCO SYSTEMS COMPANY IN THE AMOUNT OF \$228,975 FOR WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK.

| Norman Utilities Authority | | | | |
|---|----------------------------|--------------|------------------------|------------------------|
| Flood Avenue Waterline Replacement (WA0374) | | | | |
| Bid No. 2122-32 | | | | |
| | | | | |
| Bid Opening Date: | Thursday, December 9, 2021 | | | |
| Bid Opening Time: | 2:00 PM | | | |
| | | | | |
| <u>Company</u> | <u>City</u> | <u>State</u> | <u>Alternate Bid A</u> | <u>Alternate Bid B</u> |
| | | | | |
| Tomco Systems | Loganville | GA | \$228,975.00 | \$254,785.00 |
| Chart Industries | New Prague | MN | NO BID | \$262,870.00 |



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/18/2022

REQUESTER: Rachel Croft, Staff Engineer

PRESENTER: Rachel Croft, Staff Engineer

ITEM TITLE: CONSIDERATION OF AWARDING, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-32: FOR THE PURCHASE OF A THIRTY (30) TON CARBON DIOXIDE TANK FROM TOMCO SYSTEMS COMPANY IN THE AMOUNT OF \$228,975 FOR THE WATER TREATMENT PLANT CARBON DIOXIDE REPLACEMENT TANK.

BACKGROUND:

The existing carbon dioxide tank at the City's Water Treatment Plant is aging and vendors are not able to supply replacement parts or provide maintenance services to the model any longer. Carbon dioxide is used to adjust the pH of the drinking water to optimum levels to prevent scaling within the treatment plant and distribution system.

A previous bid (2122-22) was awarded to Wynn Construction Co., Inc. for the removal/disposal of the existing tank and installation of the new tank in the amount of \$75,000 on November 9, 2021. Alternate bids for the tanks were obtained but it was determined that a new bid be created for the purchase and delivery of the tank in order to better compare the two tanks from different vendors and allow for a fair bid environment.

DISCUSSION:

The Invitation to Bid for Bid 2122-32 for Project WA0374 – Water Treatment Plant Carbon Dioxide Replacement Tank, was published in the *Norman Transcript* on November 11 and November 18, 2021, and contained an Alternate Bid A and an Alternate Bid B for the purchase and delivery of either a 30-ton foam insulated tank or a 30-ton vacuum sealed tank, respectively.

Two (2) bidders attended the optional pre-bid meeting held on November 22, 2021. Bids were opened on December 9, 2021, and two (2) manufacturers submitted bids. One bid was received for Alternate Bid A in the amount of \$228,975 and two bids were received for Alternate Bid B which ranged from \$254,785 to \$262,870.

Staff required bidders to also include references and life cycle analyses for 20-year and 40-year periods in order to compare energy, maintenance, and future capital costs needed for the two different types of tanks. Based on these life cycle analyses, both bidders indicated a higher

energy and operations and maintenance costs for the vacuum-sealed tank (Alternate Bid B). Therefore, staff recommends the award of the foam-insulated tank (Alternate Bid A) to Tomco Systems Co. in the amount of \$228,975.

Funding for the purchase and delivery of the tank will be \$228,975 from the Water Treatment Plant Replacement Carbon Dioxide Tank construction account – (WA0374-CONST - 31999939-46101) with an available balance of \$274,812.66. Funds for the installation by Wynn Construction Co. in the amount \$75,000 were previously awarded as stated above and were previously encumbered.

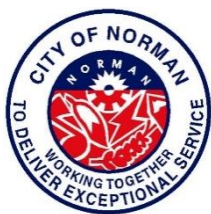
Work on this project will commence after the tank has been ordered and delivered to the Water Treatment Plant, which has an estimated delivery date of April 30, 2022. Work will continue for approximately 2 months.

RECOMMENDATION:

Staff recommends the NUA accept bids meeting project specifications; award Bid 2122-32 to Tomco Systems Company for Project WA0374, Water Treatment Plant Carbon Dioxide Replacement Tank, in the amount of \$228,975.

File Attachments for Item:

15. CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$500 FROM THE J.M. WILLIAMS REVOCABLE TRUST TO BE USED FOR TRAINING FOR THE NORMAN POLICE DEPARTMENT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Lisa Tullius

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A DONATION IN THE AMOUNT OF \$500 FROM THE J.M. WILLIAMS REVOCABLE TRUST TO BE USED FOR TRAINING FOR THE NORMAN POLICE DEPARTMENT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

Ms. Williams, via the J.M. Williams Revocable Trust, mailed in two checks on 12/06/2021 for \$250 each (\$500 in total) made payable to the Norman Police Department. In accordance with City Code Section 8-111, any donation in excess of \$250 must be accepted by the City Council. This item is being brought forward for that purpose.

DISCUSSION:

This is a private, unsolicited donation from Ms. Williams to be used at the discretion of the Police Department. It was provided by mail with no stipulations or requests for a specific purpose. The Police Department wants to use the \$500 to assist with academy training.

RECOMMENDATION:

It is recommended that both \$250 donations (\$500 in total) be accepted and deposited into the Police Donations account (106-363376) and appropriated into the Staff Services Employee Travel-Workshop & Seminar account (10660115-44604).

File Attachments for Item:

16. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE REALLOCATION OF AVAILABLE FUNDS TO THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT AND THE ATTACHMENTS FOR THE 2012 TRANSPORTATION BOND PROGRAM RECONCILIATION.



CITY OF NORMAN, OK STAFF REPORT

DATE: 1/18/22

REQUESTER: Scott Sturtz, City Engineer

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE REALLOCATION OF AVAILABLE FUNDS TO THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT AND THE ATTACHMENTS FOR THE 2012 TRANSPORTATION BOND PROGRAM RECONCILIATION.

BACKGROUND:

The 2012 Transportation Bond Program, consisting of eight large projects, was approved by Norman voters in the amount of \$42,500,000.00. In FYE 2023, seven of the eight bond projects will be completed. The last project under this program, 36th Avenue NW from Tecumseh Road to Indian Hills Road (2 miles), is pending a federal grant of funds.

The 2012 Transportation Bond Program currently has a cost overrun of \$5,816,000 for a total cost of \$48,316,000. The primary cause of this overrun is due to ODOT policy changes related to the Lindsey Street project. The new change barred the City from constructing drainage structures within ODOT's right-of-way, requiring the City to purchase additional right-of-way and construct a drainage apparatus at a different location than originally designed. The cost for this modification was more than \$5,000,000.00. Additional cost increase factors can be attributed to ballooning construction costs in recent years and degraded roads requiring full replacement versus the planned repair work. Four of the seven bond projects have been completed under budget.

At the November 16, 2021 City Council Study Session, Staff presented a plan to balance the \$5,816,000 shortfall. This plan included the reallocation of funds from the following programs:

- \$500,000 remaining balance from the 2012 Transportation Bond Program
- \$2,000,000 surplus balance from the 2010 Street Maintenance Bond Program
- \$1,500,000 surplus balance from the 2016 Street Maintenance Bond Program
- \$1,000,000 recoupment fees, deferral fees and traffic impact fees
- \$500,000 additional contributions from NUA for waterline relocations
- \$300,000 from other state and federal grants

DISCUSSION:

City Staff is committed to ensuring programmed construction preserves public safety and optimizes the performance and lifecycle of our critical infrastructure. In this case, aspects of the program were significantly impacted by an external factor after resources were defined and committed. Modifying the program to work strictly within the budget would have required down-scoping of projects which would produce a sub-optimal result less than advertised to the voters who approved the 2012 Transportation Bond Program. This program overrun is a “must pay” item and City Staff was able to develop a solution by leveraging available resources within the Capital Fund (Fund 50) to eliminate the deficit with no significant impact to the City’s priorities and programs.

Attachment 1 to this agenda item indicates the account numbers and precise values associated with this proposed reconciliation plan. Attachment 2 reflects the changes from the time of presentation to the Budget Committee in November 2021 and the current date. The primary change pertains to a reduction in collected deferral fees, which have since been reimbursed/refunded and are no longer available.

RECOMMENDATION NO. 1:

Staff recommends the approval of the transfer of funds in the amount of \$3,386,228.22 from the accounts depicted in Attachment 1 to the Capital Projects (Fund 50) balance, Account 50-29000, for the purpose of balancing the 2012 Transportation Bond Program deficit as discussed at the November 16, 2021 City Council Study Session.

Attachment 1

| Program | Transfer Amount | From | | | | | | To |
|--------------------|------------------------|---------|---|--------------|--------|----------|--------|-------------------|
| | | Project | Name | Project Year | Phase | Org | Object | Fund 50 - Balance |
| 2012 Street | \$ 420,745.00 | BP0189 | Lindsey St: 24th Ave SW - Berry Rd | 2022 | CONST | 50595552 | 46101 | 50-29000 |
| | \$ 23,396.00 | | | | DESIGN | | 46201 | |
| | \$ 9,661.75 | BP0191 | 12th Ave SW: Hwy 9 - Cedar Lane Rd Widening | 2018 | DESIGN | 50595552 | 46201 | |
| | \$ 21,440.00 | | | 2022 | UTILS | | 46701 | |
| | \$ 117,326.00 | BP0194 | Bridge Replacement: Main St (Bridge # 016) | 2022 | CONST | 50593352 | 46101 | |
| | \$ 7,000.00 | | | | DESIGN | | 46201 | |
| | \$ 158,359.50 | | | | LAND | | 46001 | |
| | \$ 78,497.00 | BP0195 | Bridge Replacement: Franklin Rd | 2022 | CONST | 50593352 | 46101 | |
| | \$ 14,810.00 | | | | DESIGN | | 46201 | |
| | \$ 404,627.00 | | | | LAND | | 46101 | |
| | \$ 110,576.00 | | | | UTILS | | 46701 | |
| | | | | | | | | |
| 2012 Total | \$ 1,366,438.25 | | | | | | | |

| Program | Transfer Amount | From | | | | | | To |
|------------|----------------------|---------|--|--------------|-------|----------|--------|-------------------|
| | | Project | Name | Project Year | Phase | Org | Object | Fund 50 - Balance |
| CIP | \$ 177,461.97 | TR0191 | 12th Ave SE: Hwy 9 - Cedar Lane Rd (PAYGO) | 2022 | CONST | 50595552 | 46101 | 50-29000 |

| Program | Transfer Amount | From | | | | | | To |
|---|------------------------|---------|-----------------------------|--------------|-------|----------|--------|-------------------|
| | | Project | Name | Project Year | Phase | Org | Object | Fund 50 - Balance |
| 2016 Street Maintenance Bond Program | \$ 82,739.00 | BP0364 | Parsons Addition | 2022 | CONST | 50594401 | 46101 | 50-29000 |
| | \$ 459,973.78 | BP0403 | Larsh's University Addition | 2022 | CONST | | | |
| | \$ 202,953.81 | BP0436 | Norman Old Town | 2022 | CONST | | | |
| | \$ 92,363.64 | BP0437 | Eastridge Addition | 2022 | CONST | | | |
| | \$ 15,435.00 | BP0439 | Hawthorn Place | 2022 | CONST | | | |
| | \$ 161,058.78 | BP0440 | Highland Village Addition | 2022 | CONST | | | |
| | \$ 175,817.50 | BP0441 | Crystal Springs Addition | 2022 | CONST | | | |
| | \$ 132,906.19 | BP0442 | Berkley Addition | 2022 | CONST | | | |
| | \$ 41,910.02 | BP0459 | Willoway Estates | 2022 | CONST | | | |
| | \$ 47,636.98 | BP0460 | Crystal Heights Addition | 2022 | CONST | | | |
| | \$ 11,200.00 | BP0461 | Norman Old Town Addition | 2022 | CONST | | | |
| | \$ 10,360.31 | BP0467 | Tull's Addition | 2022 | CONST | | | |
| | | | | | | | | |
| 2016 Total | \$ 1,434,355.01 | | | | | | | |

| Program | Transfer Amount | From | | | | To | |
|----------------------------|----------------------|---------|-------------------------------------|--------------|-----------|-------------------|--|
| | | Project | Name | Account | Account # | Fund 50 - Balance | |
| Deferral Fees | \$ 124,355.55 | | Summit Lakes Sec 11 (24th Ave E) | Cash Account | 50-22411 | 50-29000 | |
| Traffic Impact Fees | \$ 2,677.55 | | Cobblestone Creek West Sec 1 | | | | |
| | \$ 3,688.19 | | Cobblestone Creek Sec 3 | | | | |
| | \$ 6,559.96 | | Eagle Cliff South Sec 1 | | | | |
| | \$ 6,693.84 | | Eagle Cliff South Sec 2 | | | | |
| | \$ 5,488.94 | | Eagle Cliff South Sec 3 | | | | |
| | \$ 21,300.00 | | Eagle Cliff Add Sec 13 | | | | |
| | \$ 5,377.26 | | Monterey Add Sec 1 | | | | |
| | \$ 46,477.00 | | Campus Crest | | | | |
| | \$ 1,935.36 | | Eagle Cliff South Sec 4 | | | | |
| | \$ 1,091.85 | | Independence Valley Sec 1 | | | | |
| | \$ 6,451.97 | | Monterey Sec 2 | | | | |
| | \$ 5,849.87 | | Eagle Cliff South Sec 5 | | | | |
| | \$ 2,533.81 | | Eagle Cliff Sec 15 | | | | |
| | \$ 1,512.00 | | Eagle Cliff South Sec 6 | | | | |
| | \$ 19,380.48 | | The Links Phase 1 | | | | |
| | \$ 23,470.70 | | Cedar Lane Sec 1 | | | | |
| | \$ 818.75 | | Carrington Sec 10 | | | | |
| | \$ 2,660.59 | | Carrington Sec 11 | | | | |
| | \$ 1,761.85 | | Carrington Sec 12 | | | | |
| | \$ 1,477.88 | | Carrington Sec 13 | | | | |
| | \$ 3,599.42 | | Carrington Sec 14 | | | | |
| | \$ 536.00 | | Bridgeview UMC Add Phase 1 | | | | |
| | \$ 877.65 | | Heartland Harvest Church | | | | |
| | \$ 877.65 | | Heartland Harvest Church II | | | | |
| | \$ 1,555.67 | | Glenridge Sec 1 | | | | |
| | \$ 2,386.22 | | Glenridge Sec 2 | | | | |
| | \$ 2,759.52 | | Glenridge Sec 3 | | | | |
| | \$ 3,500.65 | | Commerce Parkway Sec 3 | | | | |
| | \$ 242.18 | | Rupperts 2nd Addition | | | | |
| | \$ 532.11 | | Indian Hills Industrial | | | | |
| | \$ 29,744.00 | | Classen/Imhoff Developments | | | | |
| | \$ 16,342.13 | | West Tecumseh Signals | | | | |
| | \$ 20,356.57 | | Rock Creek & 12th NE | | | | |
| | \$ 4,600.00 | | Lindsey & George | | | | |
| | \$ 16,764.00 | | 36th NW & Rock Creek | | | | |
| | \$ 7,066.13 | | Main Street & Interstate Dr/26th Dr | | | | |
| | \$ 4,669.69 | | Tecumseh Rd & 48th Ave NW | | | | |
| Sub-Total | \$ 407,972.99 | | | | | | |

| | |
|--------------|------------------------|
| Total | \$ 3,386,228.22 |
|--------------|------------------------|

2012 TRANSPORTATION/STORMWATER BOND PROGRAM BUDGET STRATEGY

| | |
|--------------------|--------------|
| Total Bond Amount | \$42,500,000 |
| Current Projection | \$48,300,000 |
| Estimated Deficit | \$5,800,000 |

| Proposed Additional Program Budget Revenue/ | Savings | Actual | |
|--|---------------|--------------------------------|----------------|
| – Savings from remaining Bond Projects | \$0.5 Million | \$1,511,000 | \$1,366,438.25 |
| – Transfer of surplus funds from 2010 Street Maint. Bond Program | \$2.0 Million | No Action Required \$2,000,000 | Complete |
| – Transfer of surplus funds from 2016 Street Maint. Bond Program | \$1.5 Million | \$1,500,000 | \$1,434,355.01 |
| – Recoupment fees, deferral fees, traffic impact fees | \$1.0 Million | \$505,000 | \$407,972.99* |
| – Additional contributions from NUA for waterline relocations | \$0.5 Million | \$0* | |
| – Other State/Federal Grants | \$0.3 Million | No Action Required \$300,000 | Complete |
| Total | \$5.8 Million | \$5,816,000 | \$3,208,766.25 |

* Additional funds applied to 24th Avenue East waterline relocation CIP (TR 0191: 12 Ave SE: Hwy 9 - Cedar Lane Rd (PAYGO) \$177,461.97
\$2,300,000.00
January 18, 2022
~~December 14, 2021~~ \$5,686,228.22

With Council concurrence, staff will submit Council Agenda items on ~~December 14, 2021~~ to close projects and transfer funds to reconcile the 2012 Transportation Bond program as shown

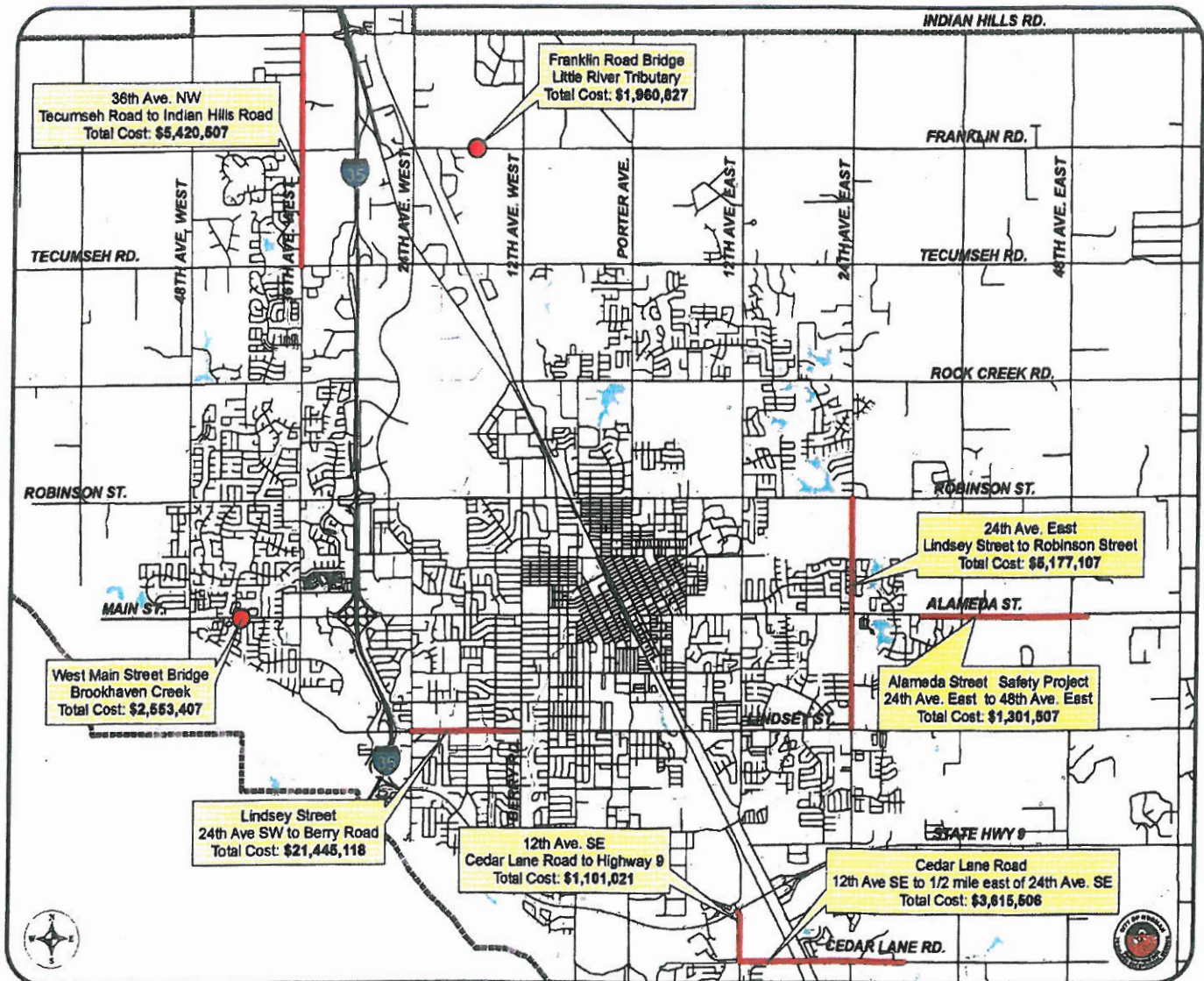
* Recoupment & Deferral Fees Reimbursed & No longer Available; Traffic Fees (\$407,972.99) Available.



City of Norman August 28, 2012 Special Election Transportation Projects Fact Sheet

On Tuesday, August 28, 2012, Norman residents will vote on whether to issue \$42,575,000 in general obligation bonds to fund the local share of eight major transportation projects located throughout the city. The total program costs are estimated to be \$89,000,000 with the anticipated federal transportation grant funds equaling \$46,425,000 or about 52%. Approval of the bonds, over the 20-year debt financing, will add about \$3.00 per month to the property tax on a home valued at \$100,000. The projects include improvements to two bridges and six arterial street corridors. If approved, these projects will widen Norman streets, provide reduced traffic congestion, enhance safety and implement related storm water drainage solutions.

**The Eight Major Transportation Projects included in the August 28, 2012
Bond Proposition are depicted in the map below.**



Project Descriptions

West Lindsey Street:

- from west of 24th Ave SW to east of Berry Road
- widens 1 mile of roadway from 3 to 5 lanes
- provides major storm water improvements
- opportunity to coordinate with I-35/Lindsey Street Interchange project

24th Avenue SE:

- from north of Lindsey Street to Robinson Street
- widens 2 miles of roadway from 2 to 4 lanes
- new traffic signal at Meadowood Boulevard
- provides storm water improvements

36th Avenue NW:

- from Tecumseh Road to Indian Hills Road
- widens 2 miles of roadway from 2 to 4 lanes
- new traffic signals at 36th/Franklin Road and 36th/Indian Hills Road
- improves access to Ruby Grant Park

12th Avenue SE:

- from Cedar Lane Road to State Highway 9
- widens ½ mile of roadway from 2 to 4 lanes
- traffic signal improvements at 12th Avenue SE and State Highway 9
- provides storm water improvements

West Main Street Bridge over Brookhaven Creek:

- ½ mile east of 48th Avenue West
- replaces the existing 4-lane bridge over Brookhaven Creek
- replaces 1,000 feet of pavement on West Main Street
- stabilizes 2,000 feet of downstream creek to reduce flooding

East Alameda Street:

- from Ridge Lake Boulevard to 48th Avenue East
- widens road to 4 lanes between Ridge Lake and 36th Avenue East
- adds 10-foot paved shoulders between 36th Avenue East to 48th Avenue East
- intersection improvements at Alameda/36th East and Alameda/48th East

Cedar Lane Road:

- from 12th Avenue SE to east of 24th Avenue SE
- widens 1 ½ miles of roadway from 2 to 4 lanes
- new traffic signal at 12th/Cedar Lane Road
- intersection improvements at Classen (SH-77) and Cedar Lane Road

Franklin Road Bridge over Little River:

- between 12th Avenue NW and 24th Avenue NW
- replaces the existing 2-lane bridge over Little River
- adds 10-foot shoulders to roadway
- replaces 2,000 feet of pavement on Franklin Road

File Attachments for Item:

17. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-2 FOR LITTLE RIVER ESTATES, AND EASEMENT E-2122-27 (LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 120TH AVE. SE AND CEDAR LANE ROAD {CLOSED}).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-2 FOR LITTLE RIVER ESTATES, AND EASEMENT E-2122-27 (LOCATED AT THE NORTHWEST CORNER OF THE INTERSECTION OF 120TH AVE. SE AND CEDAR LANE ROAD {CLOSED}).

BACKGROUND:

This item is Norman Rural Certificate of Survey No. COS-2122-2 for Little River Estates, located at the northwest corner of the intersection of 120th Avenue S.E. and Cedar Lane Road (closed).

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

Norman Rural Certificate of Survey COS-2122-2 for Little River Estates was approved by Planning Commission at its meeting of September 9, 2021.

The applicant is subdividing this parcel for the purposes of single family residential homes.

DISCUSSION:

This property consists of 180.843 acres. Tract 1 consists of 27.327 acres, Tract 2 consists of 12.961 acres, Tract 3 consists of 10.043 acres, Tract 4 consists of 10.031 acres, Tract 5 consists of 10.019 acres, Tract 6 consists of 10.007 acres, Tract 7 consists of 10.014 acres, Tract 8 consists of 16.520 acres, Tract 9 consists of 13.666 acres, Tract 10 consists of 10.039 acres, Tract 11 consists of 10.014 acres, Tract 12 consists of 10.10.086 acres, Tract 13 consists of 10.062 acres, Tract 14 consists of 10.039 acres and Tract 15 consists of 10.015 acres.

There is flood plain located within Tracts 1, 2, 3, 4, 5 and 6. However, there is sufficient area for residential structures and private utilities to stay out of those areas.

Water Quality Protection Zone (WQPZ) is located on the tracts. However, there is sufficient area for residential structures and private utilities. The owners will be required to protect these areas. Easement No. E-2122-27 and covenants have been submitted protecting the WQPZ. These documents have been reviewed by City Legal Department.

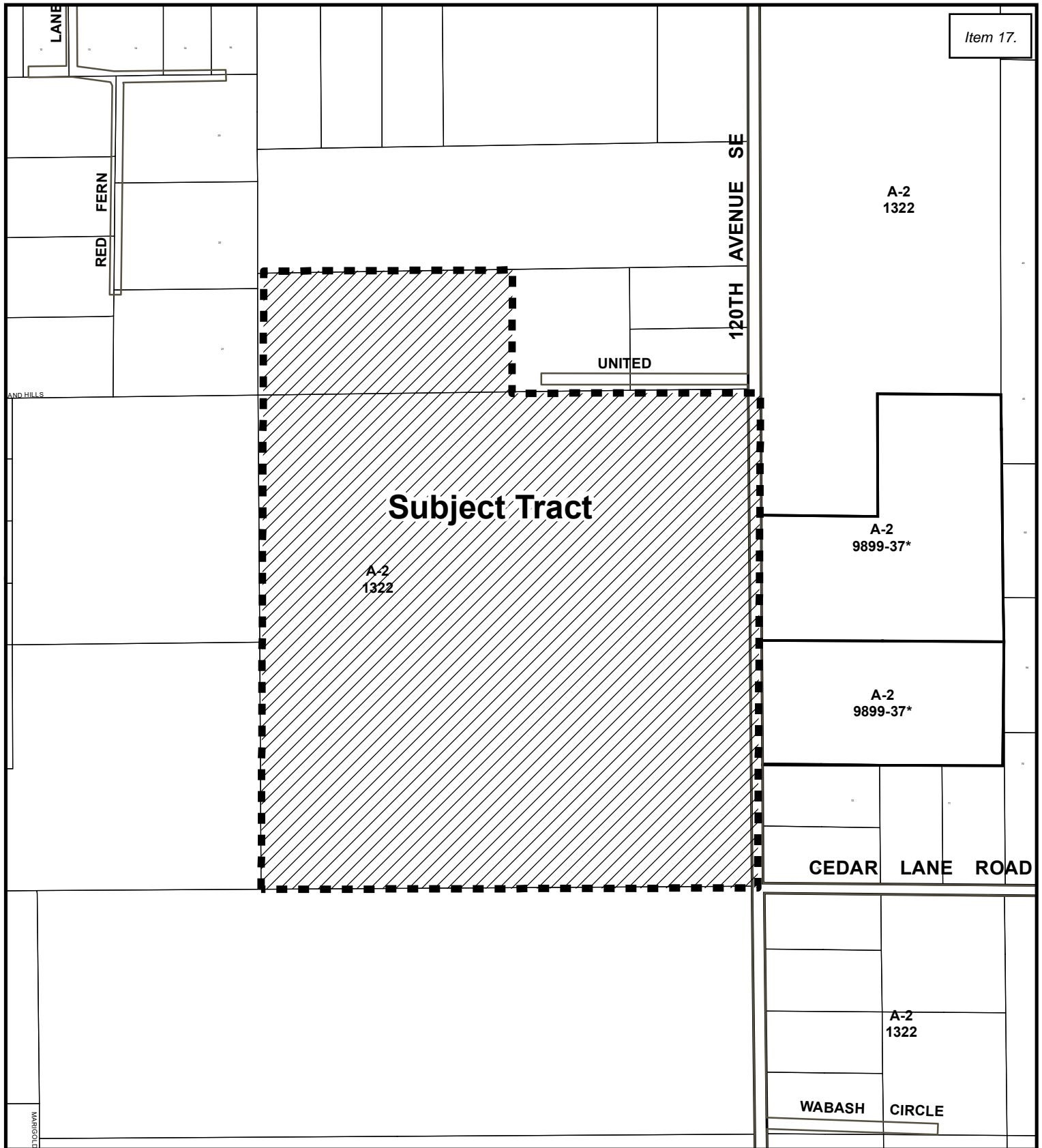
Private individual sanitary sewer systems and water systems will be installed in accordance with the Oklahoma Department of Environmental Quality (ODEQ) standards.

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

There are proposed private roads to serve this property. They will be constructed to the City's private road standard at a width of 20-feet. At the request of the Traffic Engineer, a private road connecting to 120th Avenue S.E. was relocated. As a result, a flood plain permit was required. Flood Plain Permit No. 640 was approved by the Flood Plain Permit Committee on August 16, 2021, addressing the size of culvert and grade of the private road. Certificate of Survey No. COS-2122-2 for Little River Estates will not be filed of record with the Cleveland County Clerk until the private roads are completed.

RECOMMENDATION:

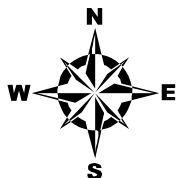
Based upon the above information, staff recommends approval of Norman Rural Certificate of Survey No. COS-2122-2 for Little River Estates and Easement No. E-2122-27.



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.



July 6, 2021

0 350 700 Ft.



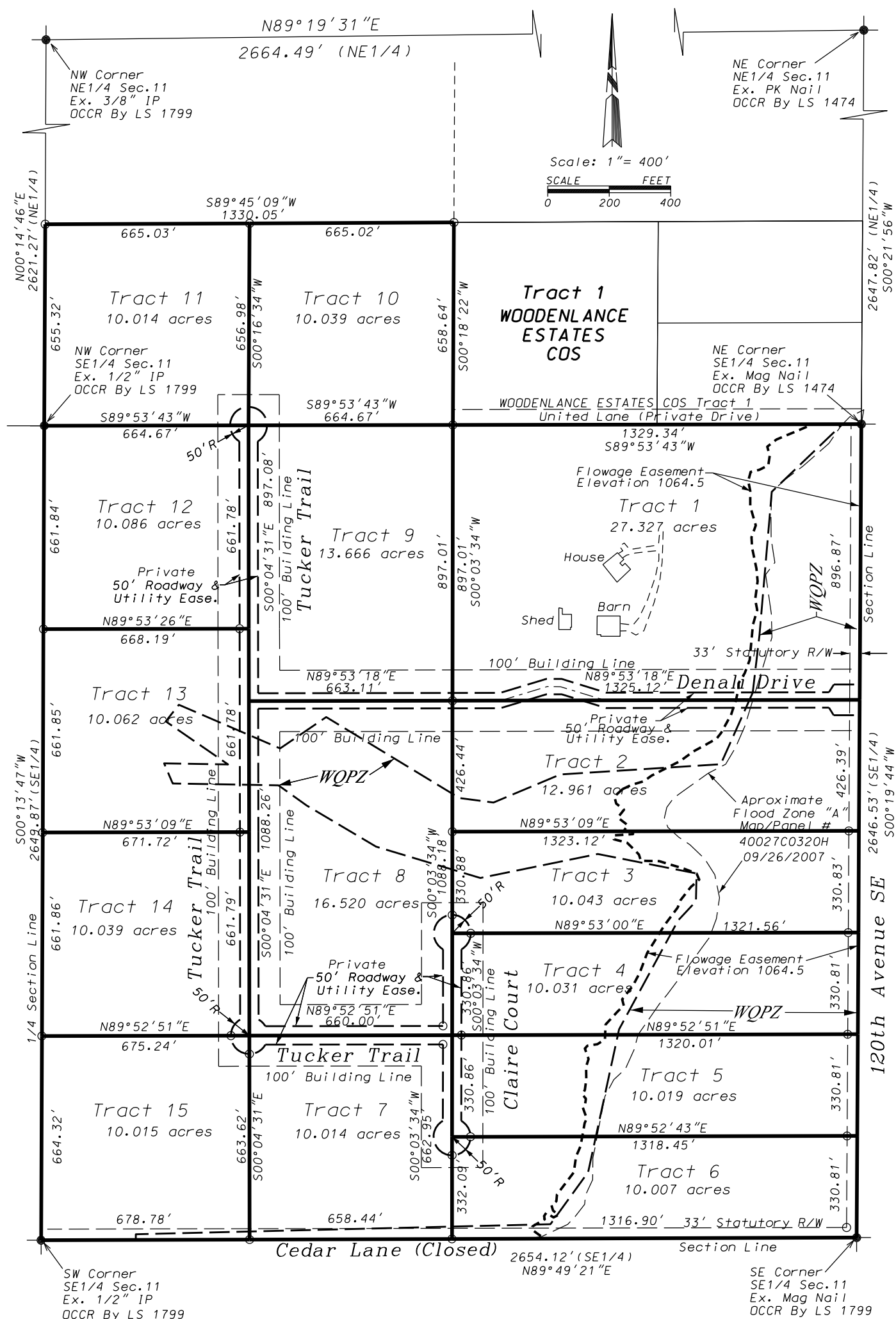
Subject Tract



Zoning

400

LITTLE RIVER ESTATES
A NORMAN RURAL CERTIFICATE OF SURVEY SUBDIVISION
PART OF THE E1/2 OF SECTION 11, T8N, R1W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



POLLARD & WHITED SURVEYING, INC.

2514 Tee Drive Norman, OK 73069

405-366-0001 Off.

CA 2380 exp.6-30-23

405-443-8100 Cell

time@pwsurveying.com

Little River Estates

Norman Rural Certificate of Survey Subdivision

Part SE1/4 of Section 11, T8N, R1W, IM

Norman, Cleveland County, Oklahoma

June 20, 2021

Drawn By: T. Pollard

11a8n1w.dqn

Sheet 2 of 1

GRANT OF EASEMENT

E-2122-27

KNOW ALL MEN BY THESE PRESENTS:

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

(WQPZ AREA)

A tract of land in the Southeast Quarter (SE1/4) of Section Eleven (11), Township Eight (8) North, Range One (1) West of the Indian Meridian, Cleveland County, Oklahoma, written by Timothy G. Pollard, PLS 1474 dated June 21, 2021 using an Arbitrary bearing of S00°19'31"W between existing monuments on the East line of said SE1/4 as a Basis of Bearing, said tract further described as:

BEGINNING at the Northeast Corner of said SE1/4;

Thence S89°53'43"W, on the North line of said SE1/4, for a distance of 61.10 feet;

Thence S46°21'40"W for a distance of 318.49 feet; Thence S04°54'06"W for a distance of 467.79 feet;

Thence S06°40'58"W for a distance of 188.63 feet; Thence S24°02'19"W for a distance of 254.81 feet;

Thence S86°17'13"W for a distance of 523.32 feet; Thence S67°17'52"W for a distance of 235.70 feet;

Thence N82°38'31"W for a distance of 111.42 feet; Thence N58°43'40"W for a distance of 507.92 feet;

Thence S55°49'11"W for a distance of 180.97 feet; Thence N66°45'29"W for a distance of 358.78 feet;

Thence S38°27'51"W for a distance of 68.43 feet; Thence S55°17'57"E for a distance of 246.89 feet;

Thence N89°01'12"W for a distance of 208.56 feet; Thence S23°34'08"E for a distance of 71.32 feet;

Thence S89°00'11"E for a distance of 343.61 feet; Thence S54°32'23"E for a distance of 112.18 feet;

Thence S59°14'21"E for a distance of 263.36 feet; Thence S73°21'53"E for a distance of 354.31 feet;

Thence N78°32'05"E for a distance of 389.70 feet; Thence S78°53'28"E for a distance of 327.98 feet;

Thence N01°17'11"W for a distance of 90.74 feet; Thence S43°02'11"W for a distance of 85.06 feet;

Thence S28°28'04"W for a distance of 402.92 feet; Thence S88°37'18"W for a distance of 1350.00 feet;

Thence S01°01'17"E for a distance of 18.32 feet to the South line of said SE1/4;

Thence N89°49'21"E, on said South line, for a distance of 2345.42 feet to the Southeast corner of said SE1/4;

Thence N00°19'44"E, on the East line of said SE1/4, for a distance of 2646.53 feet to the **POINT OF BEGINNING**, containing 44.05 acres more or less.

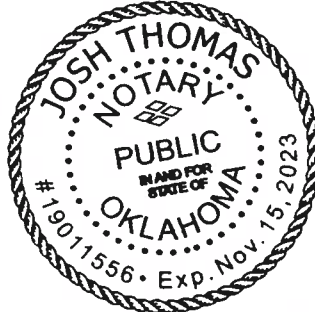
With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining and operating the facilities indicated below:

Drainage and other rights for a Water Quality Protection Zone (WQPZ)

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

Signed and delivered this 12th day of August, 2021.

Heritage-Infinity Living Trust
Brandon S. Stephens, Trustee



STATE OF OKLAHOMA)
COUNTY OF CLEVELAND) SS:

Before me, the undersigned, a Notary Public in and for said County and State on this 12th day of August, 2021, personally appeared, Brandon S. Stephens, Trustee of the Heritage-Infinity Living Trust, to me known to be the identical person who executed the within and foregoing instrument and acknowledged to me that he executed the same as his free and voluntary act and deed and as the free and voluntary act for the uses and purposes herein set forth.

Notary Public

CITY ATTORNEY

Approved as to form and legality this 17 day of Dec, 2021

City Attorney

NORMAN CITY COUNCIL

Accepted by the City of Norman, Oklahoma, City Council on this ____ day of _____, 20__.

ATTEST: _____
City Clerk

Mayor

Planning Commission Agenda
September 9, 2021

CERTIFICATE OF SURVEY
COS-2122-2

ITEM NO. 2

STAFF REPORT

ITEM: Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2122-2 FOR LITTLE RIVER ESTATES.**

LOCATION: Located at the northwest corner of Cedar Lane Road (closed) and 120th Avenue S.E.

INFORMATION:

1. Owners. Brandon Stephens as Trustee.
2. Developer. Brandon Stephens.
3. Surveyor. Pollard and Whited Surveying, Inc.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing this property into the Norman Corporate City Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No.1322 placing this property in A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. Fire protection will be provided by the Norman Fire Department.
2. Sanitary Sewer. Individual sanitary sewer systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system on Tract 1.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing water well on Tract 1.

4. Acreage. This property consists of 180.843 acres. Tract 1 consists of 27.327 acres, Tract 2 consists of 12.961 acres, Tract 3 consists of 10.043 acres, Tract 4 consists of 10.031 acres, Tract 5 consists of 10.019 acres, Tract 6 consists of 10.007 acres, Tract 7 consists of 10.014 acres, Tract 8 consists of 16.520 acres, Tract 9 consists of 13.666 acres, Tract 10 consists of 10.039 acres, Tract 11 consists of 10.014 acres, Tract 12 consists of 10.10.086 acres, Tract 13 consists of 10.062 acres, Tract 14 consists of 10.039 acres and Tract 15 consists of 10.015 acres.
5. Private Road. There are proposed private roads to serve this property. They will be constructed to the City's private road standard at a width of 20-feet. At the request of the Traffic Engineer, a private road connecting to 120th Avenue S.E. was relocated. As a result, a flood plain permit was required. Flood Plain Permit No. 640 was approved by the Flood Plain Permit Committee on August 16, 2021, addressing the size of culvert and grade of the private road.
6. WQPZ. Water Quality Protection Zone (WQPZ) is located on Tracts 1,2,3,4,5,6,8 and 13. However, there is sufficient area for residential structures and private utilities. The owners will be required to protect these areas.
7. Flood Plain. There is flood plain located within Tracts 1, 2, 3, 4, 5 and 6. However, there is sufficient area for residential structures and private utilities to stay out of those areas.
8. Covenants. Covenants addressing the WQPZ are being reviewed as to form by City Legal staff.
9. Easements. No additional roadway, drainage and utility easement is required for 120th Avenue S.E. With the Comprehensive Transportation Plan, 120th Avenue S.E. is classified as a rural collector street. Cedar Lane Road is a "closed" section. Drainage easements covering the WQPZ are required.

SUPPLEMENTAL MATERIAL: Copies of a location map and Norman Rural Certificate of Survey No. COS-2122-2 for Little River Estates are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: There are existing structures on Tract 1. The remaining tracts will be utilized for single-family dwelling structures. Staff recommends approval of Norman Rural Certificate of Survey No. COS-2122-2 for Little River Estates.

ACTION NEEDED: Recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2122-2 for Little River Estates to City Council.

ACTION TAKEN: _____

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

SEPTEMBER 9, 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 9th day of September, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Steven McDaniel
Erica Bird
Lark Zink
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Erin Williford
Nouman Jan

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Anais Starr, Planner II
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Jack Burdett, Subdivision Development
Coordinator
Todd McLellan, Development Engineer
Bryce Holland, Multimedia Specialist
Beth Muckala, Asst. City Attorney
Heather Poole, Asst. City Attorney
Jami Short, Traffic Engineer

* * *

CONSENT DOCKET

Item No. 1, being:

APPROVAL OF THE JULY 8, 2021 PLANNING COMMISSION REGULAR SESSION MINUTES AND THE AUGUST 12, 2021 PLANNING COMMISSION REGULAR SESSION MINUTES

Item No. 2, being:

COS-2122-2 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY BRANDON STEPHENS (POLLARD & WHITED SURVEYING, INC.) FOR LITTLE RIVER ESTATES FOR APPROXIMATELY 180.842 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF CEDAR LANE ROAD (CLOSED) AND 120TH AVENUE S.E.

Item No. 3, being:

COS-2122-3 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY TONY WAGGONER (KENT MACE, MACBAX) FOR CEDAR CREEK RANCH FOR APPROXIMATELY 30 ACRES OF PROPERTY GENERALLY LOCATED ½ MILE NORTH OF ETOWAH ROAD ON THE EAST SIDE OF 132ND AVENUE S.E.

Item No. 4, being:

COS-2122-5 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY PRISTINE, L.L.C. (DODSON-THOMPSON-MANSFIELD, P.L.L.C.) FOR THE SPORTING CLUB FOR APPROXIMATELY 74.28 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF W. INDIAN HILLS ROAD BETWEEN 72ND AVENUE N.W. AND 60TH AVENUE N.W.

Item No. 5, being:

PP-2122-2 – CONSIDERATION OF A PRELIMINARY PLAT SUBMITTED BY FARZANEH DEVELOPMENT GROUP, L.L.P. (SMC CONSULTING ENGINEERS, P.C.) FOR DESTIN LANDING, A PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 90.68 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. CEDAR LANE ROAD AND ¼ MILE WEST OF 36TH AVENUE S.E.

Item No. 6, being:

SFP-2122-2 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY OKLAHOMA INVESTMENT GROUP (RONALD D. SMITH, L.S.) FOR CINNAMON CREEK ADDITION FOR APPROXIMATELY 5.59 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF E. BROOKS STREET TO THE EAST OF OKLAHOMA AVENUE.

Item No. 7, being:

SFP-2122-3 – CONSIDERATION OF A SHORT FORM PLAT SUBMITTED BY OSBORN PROPERTIES, INC. (MACBAX LAND SURVEYING) FOR OSBORN PROPERTIES LOCATED AT 1511 24TH AVENUE S.W.

*

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, she asked if any member of the public wished to remove any item. There being none, she asked for a motion.

Dave Boeck moved to approve the Consent Docket as presented. Sandy Bahan seconded the motion.

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

| | |
|----------------|--|
| YEAS | Steven McDaniel, Erica Bird, Lark Zink, Dave Boeck, Sandy Bahan, Michael Jablonski |
| NAYES | None |
| MEMBERS ABSENT | Erin Williford, Nouman Jan |

The motion, to adopt the Consent Docket, passed by a vote of 6-0.

Item No. 2, being:

COS-2122-2 – CONSIDERATION OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY BRANDON STEPHENS (POLLARD & WHITED SURVEYING, INC.) FOR LITTLE RIVER ESTATES FOR APPROXIMATELY 180.842 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF CEDAR LANE ROAD (CLOSED) AND 120TH AVENUE S.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Short Form Plat
3. Staff Report
4. Site Development Plan

This item was adopted as part of the Consent Docket by a vote of 6-0.

*

File Attachments for Item:

18. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR CLUB CARWASH AT ST. JAMES CENTRE AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (LOCATED AT THE SOUTHEAST CORNER OF CLASSEN BOULEVARD AND CEDAR LANE ROAD)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL PLAT FOR CLUB CARWASH AT ST. JAMES CENTRE AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (LOCATED AT THE SOUTHEAST CORNER OF CLASSEN BOULEVARD AND CEDAR LANE ROAD)

BACKGROUND:

This item is a final plat for Club Carwash at St. James Centre located at the southeast corner of the intersection of Classen Boulevard and Cedar Lane Road. The property consists of 3.01 acres and two commercial lots. Lot 1 is a proposed carwash.

City Council, at its meeting of August 12, 2014, adopted Ordinance O-1314-50 placing this property in the C-2, General Commercial District. The Norman Development Committee, on August 11, 2021, approved the preliminary plat for an additional five (5) years.

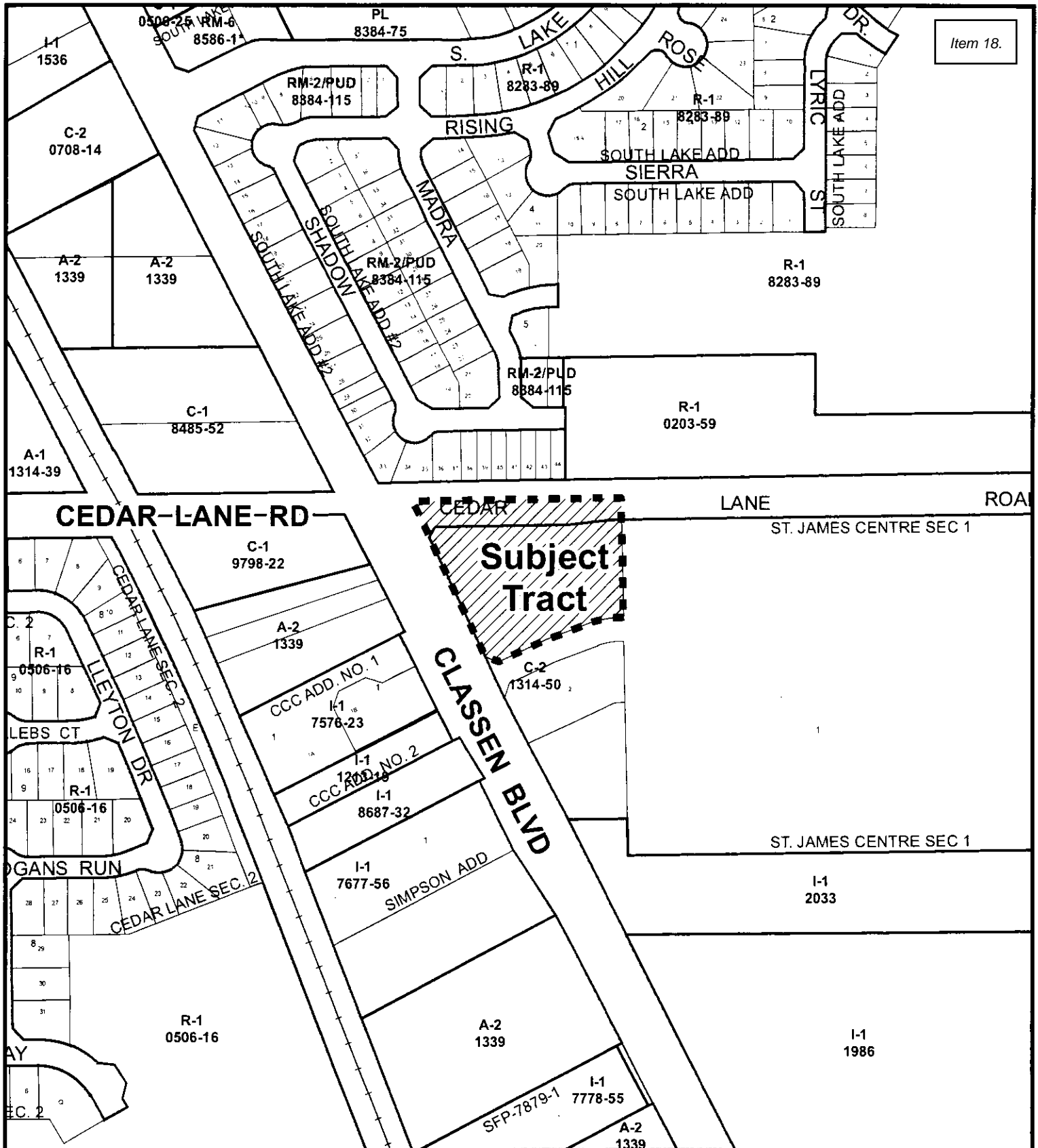
The Norman Development Committee, on December 7, 2021, approved the program of improvements, site plan and final plat and recommended the site plan and final plat for Club Carwash at St. James Centre be submitted to City Council for consideration. In addition, the Norman Development Committee accepted Subdivision Bond No. B-2122-38 securing public improvements.

DISCUSSION:

Construction plans have been reviewed for the required public improvements for this development. These improvements consist of water main with fire hydrant and sidewalk adjacent to Classen Boulevard. Stormwater runoff will be conveyed to privately maintained detention facilities. Lot 1 will be served by a detention pond in the northeast corner of the lot. Lot 2 will be served by an underground detention facility.

STAFF RECOMMENDATION:

The final plat is consistent with the approved preliminary plat. Based on the above information, staff recommends acceptance of the public dedications, approval of the site plan and final plat and filing of the final plat for Club Carwash at St. James Centre.

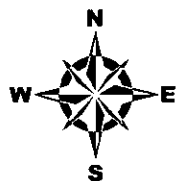


Item 18.

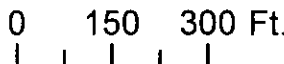
Location Map



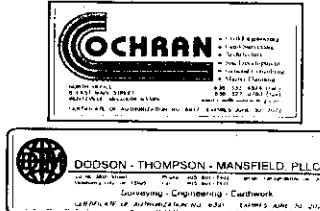
Map Produced by the City of Norman
Geographic Information System.
The City of Norman assumes no
responsibility for errors or omissions
in the information presented.



December 3, 2021



- Subject Tract
- Zoning



OCTOBER, 2021

LEGEND

| | |
|----------|----------|
| EXISTING | PROPOSED |
|----------|----------|

[illegible]

STTF PLAN NOTES

- 1 FOR THE 1st ZONE L 2 GUNFIRE LONGITUDE
2 BOMBING ALTITUDE RECOMMENDATIONS
 HIGHT 5000 FT 10 F
 WIND 50 KNOTS 10 F
 NOISE 60 DBA 10 F
3 BOMBING WEIGHT REQUIREMENT NONE

100110444

| | |
|--------|---------------|
| 101 #1 | 1.43 AC |
| 101 #2 | 0.95 AC \pm |
| TOTAL | 2.38 AC \pm |

CARWASH PARKING DATA

| | |
|-------------------|-----------|
| VACUUM BAYS | 13 SPACES |
| STANDARD SPACES | 1 SPACES |
| ACCESSIBLE SPACES | 1 SPACES |
| TOTAL SPACES | 17 SPACES |

RESTAURANT PARKING DATA

STANDARD SPACES 23 SPACES

LOCATION MAP

NO SCALE

SITE IMPROVEMENTS
CLUB CARWASH
NORMAN, OKLAHOMA

SITE PL4N

1 OF 1

DEVELOPMENT COMMITTEE

FINAL PLAT
FP-2122-8

DATE:
December 7, 2021

STAFF REPORT

ITEM: Consideration of a Final Plat for **CLUB CARWASH AT ST. JAMES CENTRE**

LOCATION: Generally located at the southeast corner of the intersection of Classen Boulevard (U.S. Highway No. 77) and Cedar Lane Road.

INFORMATION:

1. Owners. Heritage Fine Homes Investments, L.L.C. and W.P. Land, L.L.C.
2. Developer. Club Car Wash Classen, L.L.C.
3. Engineer. Cochran Engineering.
4. Surveyor. Dodson-Thompson-Mansfield, PLLC.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1318 annexing this property into the Norman Corporate City limits without zoning.
2. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.
3. June 20, 1967. Planning Commission, on a vote of 8-0, recommended to City Council that a portion of this property be placed in I-1, Light Industrial District and removed from A-2, Rural Agricultural District and R-1, Single Family Dwelling District.
4. September 12, 1967. City Council adopted Ordinance No. 1986 placing a portion of this property in I-1, Light Industrial District and removing it from A-2, Rural Agricultural District and R-1, Single Family Dwelling District.
5. February 6, 1968. Planning Commission, on a vote of 9-0, recommended to City Council that a portion of this property be placed in I-1, Light Industrial District and removed from A-2, Rural Agricultural District.
6. February 27, 1968. City Council adopted Ordinance No. 2033 placing a portion of this property in I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.

7. December 14, 1984. Planning Commission approved the preliminary plat for South Lake Industrial Park Addition.
8. December 14, 1989. The preliminary plat for South Lake Industrial Park Addition became null and void.
9. May 8, 2014. The Planning Commission, on a vote of 6-0, postponed a request to amend the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential Designation to Commercial Designation for a portion of the property, and from Mixed Use/Special Planning Area 7 and Future Urban Service Area to Commercial Designation and Current Urban Service Area for a portion of the property.
10. May 8, 2014. Planning Commission, on a vote of 6-0, postponed a request to place this property in C-2, General Commercial District and remove it from I-1, Light Industrial District at the request of the attorney for the applicant.
11. May 8, 2014. Planning Commission, on a vote of 6-0, postponed the preliminary plat for St. James Centre Addition, at the request of the attorney for the applicant.
12. June 12, 2014. Planning Commission, on a vote of 6-0, recommended to City Council amending the NORMAN 2025 Land Use and Transportation Plan from Low Density Residential Designation to Commercial Designation for a portion of the property and from Mixed Use/Special Planning Area 7 and Future Urban Service Area to Commercial Designation and Current Urban Service Area for a portion of the property.
13. June 12, 2014. Planning Commission, on a vote of 6-0, recommended to City Council placing this property in C-2, General Commercial District and removing it from I-1, Light Industrial District.
14. June 12, 2014. Planning Commission, on a vote of 6-0, recommended to City Council that the preliminary plat for St. James Centre Addition be approved.
15. July 22, 2014. City Council postponed Resolution No. R-1314-123 at the request of the applicant.
16. July 22, 2014. City Council postponed Ordinance No. O-1314-50 at the request of the applicant.
17. July 22, 2014. City Council postponed the preliminary plat for St. James Centre Addition at the request of the applicant.

HISTORY (CONT'D):

18. August 12, 2014. City Council amended the NORMAN Land Use and Transportation Plan from Low Density Residential Designation to Commercial Designation for a portion of the property and from Mixed Use/Special Planning Area 7 and Future Urban Service Area to Commercial Designation and Current Urban Service Area.
19. August 12, 2014. City Council adopted Ordinance No. O-1314-50 placing this property in C-2, General Commercial District and removing it from I-1, Light Industrial District.
20. August 12, 2014. City Council approved the preliminary plat for St. James Centre Addition.
21. August 11, 2021. The Norman Development Committee approved the preliminary plat for St. James Centre Addition for an additional five years.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants will be installed in accordance with approved plans. Their locations will be reviewed by the Norman Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of the final plat.
3. Sanitary Sewers. Sanitary sewer is existing.
4. Sidewalks. There are existing sidewalks adjacent to Cedar Lane Road. The developer will construct sidewalks adjacent to Classen Boulevard.
5. Storm Sewers. Storm sewers and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Privately maintained detention facilities will be constructed for the conveyance of storm water.
6. Streets. Classen Boulevard and Cedar Lane Road paving are existing.
7. Water Mains. Water mains will be installed in accordance with approved plans and City and Department of Environmental Quality standards. The developer will install a twelve-inch (12") water main adjacent to Classen Boulevard. There is an existing water main adjacent to Cedar Lane Road.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.
2. Rights-of-Way. Street rights-of-way will be dedicated to the City on the final plat.

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

STAFF COMMENTS AND RECOMMENDATION: The developer has requested the City Development Committee approve the program of public improvements, site plan and final plat and submit the site plan and final plat to the City Council for consideration.

This property consists of 3.01 acres with two (2) proposed commercial lots. One of the lots will be a carwash facility.

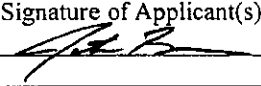
The final plat is consistent with the approved preliminary plat.

APPLICATION FOR
DEVELOPMENT COMMITTEE
ACTION

Date: 11/3 2021

Part I: To Be Completed by Applicant:

1. Applicant(s):
CLUB CARWASH CLASSEN, LLC

Signature of Applicant(s):


Telephone Number and Address:
3603 CLASSEN BLVD. NORMAN, OK 73071
(573) 999-5708

2. Project Name and Legal Description:
CLUB CARWASH (CEDAR & CLASSEN)
SEE ATTACHED FOR LEGAL.

3. Action Request of Development Committee:
SUBMITTAL OF THE FINAL PLAT AND SITE PLAN TO CITY COUNCIL FOR APPROVAL.

Part II: To Be Completed by Development Committee:


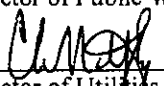
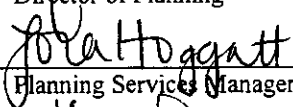

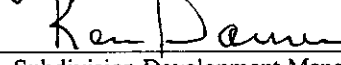
Development Committee Met on: December 7, 2021

Development Committee Findings:

The applicant has requested the Development Committee approve the program of public improvements, site plan and final plat and submit to City Council for consideration. The Club Car Wash at St. James Centre is located at the southeast corner of the intersection of South Classen Boulevard and Cedar Lane Road. The applicant has requested concurrent construction.

Development Committee Recommendations:

Recommend submitting the site plan and final plat to City Council for consideration.

| | | Record of Acceptance: | | | |
|---|-------------------------------------|--------------------------|--|-------------------------------------|--------------------------|
| | Yes | No | | Yes | No |
| _____ Director of Public Works | <input type="checkbox"/> | <input type="checkbox"/> |  _____ Director of Planning | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|  _____ Director of Utilities | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  _____ Planning Services Manager | <input checked="" type="checkbox"/> | <input type="checkbox"/> |
|  _____ City Engineer | <input checked="" type="checkbox"/> | <input type="checkbox"/> |  _____ Subdivision Development Manager | <input checked="" type="checkbox"/> | <input type="checkbox"/> |

File Attachments for Item:

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT BY \$80,000 FOR A REVISED CONTRACT AMOUNT OF \$439,109 AND BUDGET APPROPRIATION AND TRANSFERS AS OUTLINED IN THE STAFF REPORT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/18/2022

REQUESTER: Nate McNeely, Engineering Assistant

PRESENTER: Shawn O'Leary, Public Works Director

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2122-1: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NASH CONSTRUCTION COMPANY INCREASING THE CONTRACT BY \$80,000 FOR A REVISED CONTRACT AMOUNT OF \$439,109 AND BUDGET APPROPRIATION AND TRANSFERS AS OUTLINED IN THE STAFF REPORT.

BACKGROUND:

The Fiscal Year 2021-2022 (FYE 2022) Annual Sidewalk Program, consists of five projects: Sidewalk Accessibility, Sidewalk Program for Schools & Arterials, Sidewalks & Trails, Downtown Sidewalks & Curbs and Citywide Sidewalk Reconstruction. Collectively, they are budgeted for \$330,000 annually. In recent years, City Staff has experienced success in achieving economy of scale by bundling these projects into a singular contract, enabling more sidewalk work at lower costs than if bid independently.

FYE 2022 Annual Sidewalk Program (K-2122-1) went to bid on May 13, 2021, with Nash Construction Company submitting the winning bid of \$313,109. The contract was approved by City Council on July 13, 2021. Work began on August 10, 2021 and all projects were completed in November, with the exception of the Citywide Sidewalk Reconstruction Project which runs until the end of the fiscal year or until project funds are depleted.

The Citywide Sidewalk Reconstruction Project is a sub-project to the Annual Sidewalk Program, but is the parent project for two essential sidewalk needs. The primary function is the Sidewalk and Curb Replacement Participation Program (SCRPP), also known as the "50/50" program. The SCRPP enables and encourages residents to have their residential sidewalk hazards repaired at a 50% cost share with the City and the ability to leverage the City contractor to perform the work at a reduced cost due to the economy of scale achieved with the bundling of multiple sidewalk programs under a single contract. The second function addresses sidewalk hazard repairs along arterial roads that are reported by residents, at 100% City cost. These have historically been performed by the City because they are high pedestrian traffic areas, are in the best interest of the City to promote safe accessibility, and are often in locations spanning multiple properties.

The Citywide Sidewalk Reconstruction Project is budgeted for \$50,000 annually and was adjusted to \$56,656 for FYE 2022 based on contractor bid quantities for materials. City Council approved Change Order #1 adding an additional \$45,000 to the project on October 12, 2021.

The contractor mobilized August 10, 2021 and in addition to four large-scale sidewalk projects under the Sidewalk Program, they've completed 47 residential and arterial streets repairs under the Citywide Sidewalk Reconstruction sub-project, at an estimated cost of \$93,595.51. As of December 2021, Staff has an estimated \$14,061.53 in projects in queue for January and an additional \$20,401.51, pending property owner participation. Although these efforts will eliminate a years-long backlog of residential and arterial street repair requests, historically Staff receives a surge in sidewalk complaints and requests in the spring when residents return to their outdoor activities.

Additionally, Staff has collected and deposited \$20,497.23 in FYE 2022 resident "50/50" contributions to date. In FYE 2021 Staff began recovering and reinvesting these funds back into the Citywide Sidewalk Reconstruction.

FYE 2022 Deposit Summary

| Deposit Date | To Account | Deposit Amount |
|--------------|--------------|--------------------|
| 9/20/21 | 509-364253 | \$5,957.94 |
| 10/19/21 | 509-364253 | \$2,821.75 |
| 11/2/21 | 509-364253 | \$1,421.25 |
| 11/16/21 | 509-364253 | \$1,421.25 |
| 12/7/21 | 509-364253 | \$6,616.01 |
| 1/6/21 | 509-364253 | \$2,259.03 |
| | Total | \$20,497.23 |

DISCUSSION:

Staff proposes the appropriation of \$20,497.23 from Reimbursements – Citizen Sidewalks (account 509-364253) and the approval of Change Order #2, increasing the Citywide Sidewalk Reconstruction Project by \$80,000 using available program funds to extend the program to the end of the fiscal year, all of which will be spent on increased quantities of existing unit prices. Any unused funds in FYE 2022 will be returned to the available balance and utilized in FYE 2023. Because this program is for future projects, yet to be reported, scoped and executed, this Change Order has included the following statement in lieu of quantities:

"THE PROJECTS ARE NOT PRE-DEFINED. FUNDS ARE TO BE USED FOR THE FYE 2022 CITYWIDE SIDEWALK RECONSTRUCTION PROJECTS PERFORMED BETWEEN THE ACCEPTANCE OF THIS CHANGE ORDER AND THE CLOSURE OF CONTRACT K-2122-1 AT THE END OF FYE 2022 (JUNE 30, 2022). PRICES ARE BASED SOLELY ON UNIT BID PRICES FROM CONTRACT K-2122-1 (ATTACHED)"

If approved, these funds will extend the Citywide Sidewalk Reconstruction Project to rectify sidewalk hazards reported by Norman residents. These funds will only be used for additional 50/50 cost share projects performed before June 30, 2022. If not approved, Contract K-2122-1 will be completed, closed and there will be no active mechanism to assist residents with reported sidewalk hazards until FYE 2023 funds are made available.

Total Sidewalk Concrete Projects Availability

| Sub-Program | Account # | Project # | Total Available/Unencumbered Funds * |
|--|------------------|------------------|---|
| Sidewalk Accessibility | 50593316-46101 | TC0238 | \$ 8,529.25 |
| Sidewalk Program for Schools & Arterials | 50593317-46101 | TC0249 | \$27,958.51 |
| Sidewalks & Trails | 50591179-46101 | TC0262 | \$ 3,937.07 |
| Downtown Sidewalks & Curbs | 50597716-46101 | TC0274 | \$12,082.51 |
| Citywide Sidewalk Reconstruction (50/50) | 50590052-46101 | TC0273 | \$30,364.69 |
| Sub-Total | | | \$82,872.03 |
| After \$20,497.23 Reallocation Approved | | | \$103,369.26 |
| After Change Order #2 Approved | | | \$23,369.26 |

* Unencumbered funds from current project year + prior years rolled forward + 50/50 Program revenue

RECOMMENDATION NO. 1:

Staff recommends the appropriation of \$20,497.23 of deposited resident contributions from Reimbursements-Citizen Sidewalks (Account 509-364253) to Citywide Sidewalk Reconstruction (Account 50590052-46101; Project TC0273).

RECOMMENDATION NO. 2:

Staff recommends Change Order No. 2, increasing Contract K-2122-1 with Nash Construction Company by \$80,000 be approved.

RECOMMENDATION NO. 3:

Staff further recommends the consolidation of funds to Citywide Sidewalk Reconstruction, as detailed above and as follows:

- Transfer \$8,529.25 from Sidewalk Accessibility;
- Transfer \$27,958.51 from School and Arterial Sidewalks;
- Transfer \$3,937.07 from Sidewalks and Trails;
- Transfer \$12,082.51 from Downtown Sidewalks and Curbs.

CHANGE ORDER SUMMARY
CITY OF NORMAN
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 2DATE: Wednesday December 8, 2021CONTRACT NO.: K-2122-1SUBMITTED BY: Nate McNeelyPROJECT: FYE 2022 SIDEWALK CONCRETE PROJECTSCONTRACTOR: Nash Construction Co.Address: 700 S. Irving AveCity, State, Zip: Oklahoma City, OK 73129Original Completion Date: June 30, 2022Previous Completion Date: June 30, 2022 ORIGINAL CONTRACT AMOUNT: \$313,109.00(Increase) this change order 0 Calendar daysNew Completion Date Unchanged PRESENT CONTRACT AMOUNT: \$358,109.00

| DESCRIPTION | DECREASE | INCREASE |
|---|----------|-------------|
| <u>See Attached "Change Order Detail"</u> | \$0.00 | \$80,000.00 |

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

NET CHANGE: \$80,000.00REVISED CONTRACT AMOUNT \$438,109.00

CONTRACTOR: _____ DATE: _____

ARCH./ENGINEER: _____ DATE: _____

CITY ATTORNEY: _____ DATE: _____

ACCEPTED BY: _____ DATE: _____

(Mayor)

CHANGE ORDER DETAIL
CHANGE ORDER NO. 2
City of Norman
Cleveland Co., Oklahoma

Project Name: FYE 2020 SIDEWALK CONCRETE PROJECTS

Design Engineer/Manager: Nate McNeely

Address/Phone: 201 WEST GRAY
NORMAN, OK 73070
405.366.5459

Project Account Number's: TC0273

Contract No. K-2122-1

- A. Change Orders or addenda to public construction contracts of One Million Dollars (\$1,000,000.00) or less shall not exceed a fifteen percent (15%) cumulative increase in the original contract amount.
- B. Change Orders or addenda to public construction contracts of over One Million Dollars (\$1,000,000.00) shall not exceed the greater of One Hundred Fifty Thousand Dollars (\$150,000.00) or a ten percent (10%) cumulative increase in the original contract amount.
- C. Change Orders or cumulative change orders which exceed the limits of subsection A or B of this section shall require a re-advertising for bids on the incomplete portions of the contract.
- D. All change orders shall contain a unit price and total for each of the following items:
 - 1. All materials with cost per item; and
 - 2. Itemization of all labor with number of hours per operation and cost per hour; and
 - 3. Itemization of all equipment with the type of equipment, number of each type, cost per hour for each type, and number of hours of actual operation for each type; and
 - 4. Itemization of insurance cost, bond cost, social security, taxes, worker's compensation, employee benefits and overhead cost; and
 - 5. Profit for the contractor.
- E. If a construction contract contains unit pricing, and the change order pertains to the unit price, the change order will not be subject to subsection A or B of this section.
- F. When the unit price change does not exceed Ten Thousand Dollars (\$10,000.00), the unit price change order computation may be based on an acceptable unit price basis in lieu of cost itemization as required in paragraphs 1,2,3,4 and 5 of subsection D of this section.
- G. Alternates or add items bid with the original bid and contained in the awarded contract as options of the awarding public agency shall not be construed as change orders under the provisions of the Public Competitive Bidding Act of 1974.

CHANGE ORDER (Continued)

CHANGE ORDER NO. 2PROJECT NAME: FYE 2022 SIDEWALK CONCRETE PROJECTS

| | | | |
|------|---|----------|--------------------|
| | Description | | |
| | FYE 2022 Citywide Sidewalk Reconstruction | | |
| | Acct. No. 50590052-46101 Proj. No. TC0273 | | |
| Item | Description | Decrease | Increase |
| | | | |
| | "THE PROJECTS ARE NOT PRE-DEFINED. FUNDS ARE TO BE USED FOR THE FYE 2022 CITYWIDE SIDEWALK RECONSTRUCTION PROJECTS PERFORMED BETWEEN THE ACCEPTANCE OF THIS CHANGE ORDER AND THE CLOSURE OF CONTRACT K-2122-1 AT THE END OF FYE 2022 (JUNE 30, 2022). PRICES ARE BASED SOLELY ON UNIT BID PRICES FROM CONTRCT K-2122-1 (ATTACHED)" | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | | | |
| | Total increase FYE 2022 Citywide Sidewalk Reconstruction | | \$80,000.00 |

PROJECT NAME: FYE 2022 SIDEWALK CONCRETE PROJECTS

| | | | |
|--|--------------------|-----------------|--------------------|
| | | Decrease | Increase |
| | GRAND TOTAL | \$0.00 | \$80,000.00 |

Attachment – Unit Bid Prices

FYE 2022 Citywide Sidewalk Reconstruction Project

| Item | Description | Unit | Unit Price (numerals) |
|------|---|------|-----------------------|
| 1 | Unclassified Excavation Common | C.Y. | 19.00 |
| 2 | Unclassified Borrow | C.Y. | 46.00 |
| 3 | Solid Slab Sodding | S.Y. | 9.50 |
| 4 | Remove Tree 6" to 15" in Dia. | EA. | 710.00 |
| 5 | Remove Tree 16" to 24" in Dia. | EA. | 945.00 |
| 7 | Remove Tree 25" or more in Dia. | EA. | 1,200.00 |
| 8 | Removal of Conc. Sidewalk | S.Y. | 10.00 |
| 10 | Removal of 6" to 8" Concrete Pavement | S.Y. | 10.00 |
| 10a | Removal of 6" to 8" Conc. Pavement with reinforcing steel | S.Y. | 11.00 |
| 10b | Removal of 9" to 12" Concrete Pavement | S.Y. | 11.00 |
| 11 | Removal of 6" to 10" Asphalt Pavement | S.Y. | 11.00 |
| 12 | Sawing Pavement/Sidewalk | L.F. | 5.00 |
| 13 | 4" Conc. Sidewalk | S.Y. | 48.00 |
| 13b | 4" Brick Pavers Sidewalk with sand base | S.Y. | 322.00 |
| 14 | Removal of Cross Tie Retaining Wall | L.F. | 127.00 |
| 15 | Removal of Conc. Retaining Wall | L.F. | 127.00 |
| 16 | Cross-Tie Retaining Wall (2 ft. high) | L.F. | 254.00 |
| 17 | Concrete Retaining Wall | C.Y. | 925.00 |
| 17a | Manufactured Concrete Block Retaining Wall (ft/course laid) | L.F. | 48.00 |
| 18 | Flowable Fill | C.Y. | 175.00 |
| 19 | 6" Conc. (H.E.S. 3000 PSI) | S.Y. | 58 |
| 20 | Sidewalk Ramps | S.Y. | 175.00 |
| 20a | Detectable Warning Surface | S.F. | 25.00 |
| 21 | Asphalt Concrete Type B | TON | 212.00 |
| 22 | Pedestrian Conc. Slab Bridge | S.Y. | 62.00 |
| 23 | Conc. Curb (6" Barrier – Integral) | L.F. | 13.00 |
| 24 | Conc. Curb (8" Barrier – Integral) | L.F. | 27.00 |
| 25 | Adjust valve boxes to grade | EA. | 440.00 |
| 26a | Adjust meter boxes to grade | EA. | 325.00 |
| 26b | Relocate water meter and box | EA. | 563.00 |
| 27 | 1/2" Joint Dowel | EA. | 7.00 |
| 28 | Reinforcing Steel (Grade 60) | LBS. | 3.00 |
| 29 | 4" Pipe Underdrain | L.F. | 25.00 |
| 30 | Removal of Curb and Gutter | L.F. | 10.00 |
| 31 | Curb and Gutter | L.F. | 24.00 |
| 32 | Guardrail/Handrail Assembly | L.F. | 242.00 |
| 33 | Chain Link Fabric | S.F. | 158.00 |
| 35 | Relocation of Irrigation System Piping | L.F. | 25.00 |
| 35a | Relocation of existing sprinkler head | EA. | 75.00 |
| 35b | Installation of new sprinkler head | EA. | 60.00 |
| 35c | Relocation of sprinkler control valve box (back flow prevention and up to 4 control valves) | EA. | 5,000.00 |

File Attachments for Item:

20. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO ONE TO CONTRACT K-2021-128: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) D/B/A EMBARK, INCREASING THE CONTRACT AMOUNT BY \$107,687.58 FOR A REVISED AMOUNT NOT-TO-EXCEED \$3,459,655.58 TO ADD THE PROVISION OF WASHING AND FUELING SERVICES TO THE SERVICE AGREEMENT FOR THE CITY OF NORMAN PUBLIC TRANSPORTATION FLEET.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/18/2022

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO ONE TO CONTRACT K-2021-128: AN INTERLOCAL AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND THE CENTRAL OKLAHOMA TRANSPORTATION AND PARKING AUTHORITY (COTPA) D/B/A EMBARK, INCREASING THE CONTRACT AMOUNT BY \$107,687.58 FOR A REVISED AMOUNT NOT-TO-EXCEED \$3,459,655.58 TO ADD THE PROVISION OF WASHING AND FUELING SERVICES TO THE SERVICE AGREEMENT FOR THE CITY OF NORMAN PUBLIC TRANSPORTATION FLEET.

BACKGROUND:

The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. While the City partnered with EMBARK to provide the operations, the City provides oversight, grant administration, and vehicle maintenance. The City quickly learned that vehicle maintenance included certain night services – fueling, exterior cleaning, and interior cleaning – and subsequently hired staff and a janitorial contractor to meet these needs. Since the City began providing these services, it has been difficult to hire and retain staff for the fueling and oversight of the janitorial contractor. In some instances, the City has had to utilize certified mechanics to cover some of these night shifts, which leaves the City short on mechanics during the day. This Amendment No. 1 to the Service Agreement with EMBARK would provide staff for vehicle fueling, interior cleaning, and exterior cleaning. EMBARK provides these services for its operations in Oklahoma City, thus they have the resources to locate staff for these services which would no longer require the City to hire these staff members and manage a janitorial contract for interior vehicle cleaning. The current contract with the City's janitorial services contractor is for \$5,100 a month for six days a week of interior vehicle cleaning services and does not provide for vehicle washing or fueling services.

DISCUSSION:

EMBARK provided a 6-month cost estimate of \$97,015.51 (and an 11% administrative fee of \$10,672.07) for these services from January through June 2022, or when the current Interlocal Agreement for Service Agreement for Provision of Transportation Services with EMBARK expires. EMBARK will assign (2) two full-time service crew technician and one (1) full-time lead service crew technician working on-site at the Norman maintenance facility at "North Base". The

service crew technicians and full-time lead will work six (6) days a week from 6:30 p.m. to 3:00 a.m. These individuals will have the primary responsibility for daily vehicle interior cleaning, exterior cleaning, fueling, and reporting any noticed defects to Norman maintenance staff.

EMBARC will begin providing services as soon as adequate staff is located and will pro-rate the charges based on when services will begin being provided. This additional amount to EMBARK (\$97,051.51 and the 11% administration charges for a total of \$107,687.58) will be paid for out of the Miscellaneous Services/Transit Services Operations (27550277-44766) account in the Public Transit and Parking Fund. This account has sufficient funds after transferring existing funding amounts for interior vehicle cleaning, exterior vehicle cleaning, and remaining City staff salaries and benefits costs for the positions that EMBARK will now provide. This brings the FYE 2022 Interlocal Service Agreement for Provision of Transportation Services with EMBARK (Contract K-2021-128) to a total not to exceed of \$3,459,655.58.

The City's current janitorial services contractor for cleaning the interior of the vehicles has been provided notice of the change to the terms of their agreement with the City, and will continue to provide cleaning services for the North Base Complex buildings.

RECOMMENDATION:

Staff recommends approval for Amendment No. 1 to the Interlocal Service Agreement for Provision of Transportation Services with EMBARK (Contract K-2021-128) to provide additional services to those EMBARK is already providing to the City of Norman, for a total amount not to exceed \$3,459,655.58.

AMENDMENT NO. 1 TO INTERLOCAL AGREEMENT

SERVICE AGREEMENT FOR PROVISION OF TRANSPORTATION SERVICES

This Amendment No. 1 to Interlocal Agreement for Service Agreement for Provision of Transportation Services (“Amendment No. 1”) is made and entered into this 1st day of January, 2022 (Effective Date), by and between the Central Oklahoma Transportation and Parking Authority (“**COTPA**”) d/b/a **EMBARK**, a public trust (“**EMBARK**”), and the City of Norman, a municipal corporation (“**Norman**”), for the provision of public transportation services, in accordance with 74 O.S. § 1008.

WITNESSETH:

WHEREAS, **Norman** has been approved by the Federal Transit Administration (“FTA”) to serve as an active grantee/direct recipient to receive federal funds and operate public transit in the City of Norman and surrounding areas; and

WHEREAS, on August 2, 2019, **EMBARK** and **Norman** (Parties) entered an initial Interlocal Agreement pursuant to which **EMBARK** provided the public Transit Services for Norman as an independent contractor; and

WHEREAS, the **Parties** entered into a new Interlocal Agreement (“Agreement”) effective July 1, 2021, pursuant to which **EMBARK** continues to provide the public Transit Services for Norman as an independent contractor; and

WHEREAS, the **Parties** desire to amend said Agreement to enable **EMBARK** to provide washing and fueling services for **Norman**’s bus and paratransit vehicles through the remainder of the Agreement’s term expiring on June 30, 2022.

NOW, THEREFORE, for and in consideration of the mutual Agreements, covenants, and conditions herein set forth, the parties hereto agree as follows:

1. **PURPOSE.** The **Parties** agree and acknowledge that the purpose of this Amendment No. 1 is to add Washing and Fueling Services for Norman’s buses and paratransit vehicles to the Agreement’s Scope of Services.
 - A. “Washing and Fueling Services” means the services identified in **Exhibit A**.
2. **ENTIRE AGREEMENT/AMENDMENTS.** This Amendment No. 1, with attached Exhibits, as identified below and herein incorporated by reference, contains all the terms and conditions agreed upon by the parties hereto and supersedes all prior and/or contemporaneous discussions, representations, or agreements of the parties relating to the work to be performed, whether written or oral. This Amendment No. 1 may only be modified by prior mutual written approval of the parties. Both parties acknowledge and agree that only the Norman City Council and COTPA Board can agree to any such amendment of this Amendment No. 1. Both parties further acknowledge and agree that all terms and conditions of the Agreement shall remain in full force and effect, unless specifically amended by this Amendment No. 1.

Exhibit A – Scope of Washing and Fueling Services
Exhibit B – Employee Work Schedule
Exhibit C – Washing Cycle
Exhibit D – Interlocal Agreement

3. **SCOPE OF WASHING AND FUELING SERVICES.** In addition to the Scope of Services set forth in the Agreement, **EMBARK** will hereinafter provide the Washing and Fueling Services as set forth in **Exhibit A**.
4. **COMPENSATION, INVOICING, and PAYMENT.** For the services provided by **EMBARK** pursuant to this Amendment No. 1, **Norman** agrees to pay to **EMBARK** the compensation as specified below.
 - A. Compensation
 1. Both Parties agree that such compensation outlined below reflects reasonable and necessary costs which will be incurred by **EMBARK** to provide the Washing and Fueling Services outlined in **Exhibit A**.
 2. During the services being provided, **EMBARK** will reevaluate the costs associated with providing Washing and Fueling Services and provide an updated cost estimate to be included in the updated Operations Services proposal for FY23.
 3. The total compensation for the operation of monthly Transit Services and Washing and Fueling Services shall not exceed **\$3,459,655.58** without both Parties' prior written approval.
 - B. Invoicing
 1. **EMBARK** will submit a routine monthly invoice for the previous month, as provided in the Agreement.
 - C. Payment
 1. **Norman** will pay all invoices 30 days after receipt of a proper invoice, as provided in the Agreement.

All other provisions of Contract No. K-2021-128, except for those specifically listed above, shall remain in full force and effect.

[The remainder of this page is intentionally left blank.]

IN WITNESS THEREOF, this **Amendment No. 1 to Interlocal Agreement for Service Agreement for Provision of Transportation Services** is entered into this ____ day of _____, 2022.

CITY OF NORMAN, OKLAHOMA

Mayor Brea Clark

Attest: _____
Brenda Hall, City Clerk

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

Assistant City Attorney

K-2021-128
COTPA2022001

APPROVED by the Trustees of the Central Oklahoma Transportation and Parking Authority and

SIGNED by the Chairman this 7th the day of January, 2022.

Attest:



**CENTRAL OKLAHOMA TRANSPORTATION
AND PARKING AUTHORITY**

Secretary

Chairman

REVIEWED for form and legality

Craig-3 Keith
Assistant Municipal Counselor

EXHIBIT A

Scope of Washing and Fueling Services

1. STAFFING

EMBARK will assign (2) two full-time service crew technician and one (1) full-time lead service crew technician working on-site at the **Norman** maintenance facility at North Base. The service crew technicians and full-time lead will work six (6) days a week from 6:30 pm to 3 am, based on the schedule outlined in “*Exhibit B – Employee Work Schedule*”. These individuals will have the primary responsibility for daily vehicle cleaning, fueling, and reporting any noticed defects to **Norman** maintenance staff.

Staffing shortage across the country are at an all-time high. **EMBARK** is experiencing similar situations with the hiring of Service Crew Techs. While our current cost and schedule show that work would begin as early as January 2022, **EMBARK** reserves the right to postpone beginning service or operating at a lower level of service until fully staffed. **EMBARK** will make efforts to hire current **Norman** staff to fulfill the duties outlined.

2. CONTRACT DUTIES

The service crew technicians will check all vehicle fluid levels each time a vehicle is fueled and is thoroughly trained in each vehicle to spot cracked or broken belts, lose or broken brackets, or other worn parts within the engine compartment. The service crew technician is also trained to check for unusual noises, brake issues, and tire wear during the fueling process. Any noted issues are recorded by the technician and reported immediately to the **Norman** maintenance department manager

The service crew technicians will first fuel the non-compressed natural gas (CNG) vehicles each evening at the **Norman** fueling location, checking all fluid levels and general vehicle condition as described above. The Service crew technicians will next hook up all CNG equipped vehicles to the slow fill CNG equipment. Next, each vehicle’s wheels and front and rear panels will be thoroughly washed every evening. Each vehicle full exterior will be washed based on an even and odd schedule as outlined in “*Exhibit C – Washing Cycle*”. Each vehicle interior will be cleaned and sanitized using the **Norman** fogging equipment and the **Norman** recommended fogging supplies. The interior service signage will be inspected daily and replaced as needed. Every two weeks or more frequently as conditions warrant, each vehicle will receive a complete deep cleaning, and vehicles are sprayed for bugs and pests as needed.

3. ASSUMPTIONS

- **Norman** will provide and maintain the Power Washing Equipment Trailer and Service Truck.
- **Norman** will provide all storm water permits if required.
- **Norman** will provide the fogging equipment listed above and current materials on hand. **EMBARK** will purchase the replacement supplies for fogging.
- **EMBARK** will provide the supplies, such as rags, soap, brushes needed to perform washing.
- **Norman** will provide access to fueling facilities for all fueling, including the fuel for the provided service truck and power washing equipment.
- **EMBARK** will provide uniforms and uniform cleaning services.
- **EMBARK** will clean every bus and para transit vehicle’s front, rear and wheels every day.
- **EMBARK** will clean every bus and para transit vehicle’s interior to include trash removal, sweeping, and all surfaces wiped down every day.
- **EMBARK** will perform a full exterior wash per the “*Exhibit C – Washing Cycle*.”

4. COST ESTIMATE APPROACH

EMBARK would look to begin providing the service on or about January 1, 2022, for the remainder of FY22 ending on June 30, 2022. The cost estimate outlined in Section 4.A.3. of Amendment No. 1 is broken into a per month costing and could start at a later date than January 1, 2022, and be prorated to the actual service provided. During the services being provided, **EMBARK** would reevaluate the costs associated with providing Washing and Fueling Services and provide an updated cost estimate to be included in the updated Operations Services proposal for the FY23.

EXHIBIT B

Employee Work Schedule

| Employee Type | SUN | MON | TUE | WED | THU | FRI | SAT |
|--|-----|-----|-----|-----|-----|-----|-----|
| Full-Time Lead Service Crew Technician | | 8 | 8 | 8 | 8 | 8 | |
| Full-Time Service Crew Technician | | 8 | 8 | 8 | 8 | 8 | |
| Full-Time Service Crew Technician | | | 8 | 8 | 8 | 8 | 8 |

EXHIBIT C**Washing Cycle**

| V No | Year | Manuf | Model | Service | Fuel Type | SU | MO | TU | WE | TH | FR | SA |
|--------|------|-----------|-------------------|---------|-----------|----|----|----|----|----|----|----|
| 5-0314 | 2003 | New Flyer | D40LF | FR | Diesel | | | 1 | | 1 | | |
| 5-0319 | 2003 | New Flyer | D40LF | FR | Diesel | | 1 | | 1 | | | |
| 5-0703 | 2007 | Gillig | G27B | FR | Diesel | | 1 | | 1 | | | |
| 5-0704 | 2007 | Gillig | G27B | FR | Diesel | | | 1 | | 1 | | |
| 5-0705 | 2007 | Gillig | G27B | FR | Diesel | | 1 | | 1 | | | |
| 5-0864 | 2009 | Ford | E450 | DR | Diesel | | | 1 | | 1 | | |
| 5-0865 | 2009 | Ford | E450 | DR | Diesel | | 1 | | 1 | | | |
| 5-0930 | 2009 | Chevrolet | Glaval - Titan II | FR | CNG | | | 1 | | 1 | | |
| 5-0931 | 2009 | Chevrolet | Glaval - Titan II | FR | CNG | | 1 | | 1 | | | |
| 5-0932 | 2009 | Chevrolet | Glaval - Titan II | FR | CNG | | | 1 | | 1 | | |
| 5-0967 | 2011 | Chevrolet | Glaval - Titan II | DR | CNG | | 1 | | 1 | | | |
| 5-0968 | 2011 | Chevrolet | Glaval - Titan II | DR | CNG | | | 1 | | 1 | | |
| 5-1028 | 2010 | Daimler | LF 07.502 | FR | CNG | | | 1 | | 1 | | |
| 5-1029 | 2010 | Daimler | LF 07.502 | FR | CNG | | 1 | | 1 | | | |
| 5-1055 | 2011 | Dodge | Caravan | DR | Gas | | 1 | | 1 | | | |
| 5-1308 | 2011 | Chevrolet | G4500 Express | DR | Diesel | | | 1 | | 1 | | |
| 5-1370 | 2011 | Ford | E450 | DR | CNG | | | 1 | | 1 | | |
| 5-1371 | 2011 | Ford | E450 | DR | CNG | | 1 | | 1 | | | |
| 5-1472 | 2011 | Ford | E450 | DR | CNG | | | 1 | | 1 | | |
| 5-1473 | 2011 | Ford | E450 | DR | CNG | | 1 | | 1 | | | |
| 5-1474 | 2011 | Ford | E450 | DR | CNG | | | 1 | | 1 | | |
| 5-1475 | 2011 | Ford | E450 | DR | CNG | | 1 | | 1 | | | |
| 5-1533 | 2015 | Chevrolet | Xpress | FR | CNG | | 1 | | 1 | | | |
| 5-1580 | 2012 | Dodge | Caravan | DR | Gas | | | 1 | | 1 | | |
| 5-1581 | 2012 | Dodge | Caravan | DR | Gas | | 1 | | 1 | | | |
| 5-1906 | 2019 | Gillig | G31B | FR | CNG | | | 1 | | 1 | | |
| 5-1907 | 2019 | Gillig | G31B | FR | CNG | | 1 | | 1 | | | |
| 5-2065 | 2012 | Dodge | Ram 3500 | DR | CNG | | 1 | | 1 | | | |

EXHIBIT D

Interlocal Agreement

[The Interlocal Agreement entered into between the Central Oklahoma Transportation and Parking Authority (“COTPA”) d/b/a EMBARK, a public trust (“EMBARK”), and the City of Norman, a municipal corporation (“Norman”) effective July 1, 2021, follows this page.]

File Attachments for Item:

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-80: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND OKLAHOMA ELECTRIC COOPERATIVE FOR A DISTRIBUTION COOPERATIVE AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION AT THE WATER RECLAMATION FACILITY AT 3500 JENKINS AVENUE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/18/2021

REQUESTER: Nathan Madenwald, P.E., Utilities Engineer

PRESENTER: Nathan Madenwald, P.E., Utilities Engineer

ITEM TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-80: BY AND BETWEEN NORMAN UTILITIES AUTHORITY AND OKLAHOMA ELECTRIC COOPERATIVE FOR A DISTRIBUTION COOPERATIVE AGREEMENT FOR INTERCONNECTION OF DISTRIBUTED GENERATION AT THE WATER RECLAMATION FACILITY AT 3500 JENKINS AVENUE.

BACKGROUND:

The City of Norman and Norman Utilities Authority (NUA) entered into Contract K-2021-121 with Biostar E Light JV, LLC, on May 11, 2021, for the design, procurement, and installation of new solar arrays at the Water Reclamation Facility (WW0331) and the Water Treatment Plant (WA0370) to generate power for use at those facilities with excess electricity sold back to the utility. The total contract is \$4,775,000 and will generate an estimated, combined 2,270 kWdc of solar power at the facilities. The proposed contract utilizes the performance-based efficiency contract model to achieve electrical power cost savings at the Water Reclamation Facility and the Water Treatment Plant using solar power in furtherance of the 100% renewable energy goal.

The City adopted Resolutions R-1718-119 and R-1718-120 on May 22, 2018. The first resolution (R-1718-119) was brought forth adopting the Environmental Control Advisory Board's (ECAB) updated recommendations to implement the Mayors' Climate Agreement. One of the Mayors' Climate Agreement recommendations focused on increasing renewable energy throughout the city and its utility enterprises with a goal of reaching 100% renewable energy consumption by the year 2050. This goal seemed achievable in step with OG&E efforts to replace their electric generation efforts with renewable energy as their large facilities are updated and large existing machinery is retired.

The second resolution (R-1718-120) was brought forth by the Sierra Club's "Ready for 100". Their initiative is for the City and its utility enterprises to achieve 100% renewable energy by the year 2035. This initiative is more aggressive and, either way, the City of Norman is heading towards utilizing more renewable energy as we go into the future.

The Water Reclamation Facility will have five meters that will be supplied with energy generated from the solar array. One meter is served by OEC and the other four meters are served by

OG&E. The Water Treatment Plant will have two meters that will be supplied with energy generated from the solar array. Both meters are served by OG&E.

DISCUSSION:

In order to interconnect with the electrical distribution system, OEC requires that a Distribution Cooperative Agreement for Interconnection of Distributed Generation be approved. This agreement will be for the single meter served by OEC at the Water Reclamation Facility. The agreement will initially be two (2) years but will extend in perpetuity thereafter.

RECOMMENDATION:

Staff recommends the NUA approve Contract K-2122-80 with Oklahoma Electric Cooperative for the Distribution Cooperative Agreement for Interconnection of Distributed Generation at the Water Reclamation Facility at 3500 S Jenkins.

**DISTRIBUTION COOPERATIVE AGREEMENT
FOR INTERCONNECTION OF DISTRIBUTED GENERATION**

SHORT FORM CONTRACT – 300 kW of less

And Where the Installed Capacity of the Distributed Generation Resource is NOT Greater Than 125% of the Member's Peak Load

This Interconnection Agreement ("Agreement") is made and entered into this ____ day of _____, 20____, by _____, ("Cooperative"), a corporation organized under the laws of Oklahoma, and Norman Utilities Authority ("DG Owner/Operator"), each hereinafter sometimes referred to individually as "Party" or both referred to collectively as the "Parties". In consideration of the mutual covenants set forth herein, the Parties agree as follows:

The provisions of the Cooperative's Distributed Generation Manual shall be considered to be a part of this contract.

This agreement provides for the safe and orderly operation of the electrical facilities interconnecting the DG Owner/Operator's facility at 3450 S Jenkins Ave, Norman, OK 73072

_____ and the electrical distribution facility owned by the Cooperative.

This Agreement does not supersede any requirements of any applicable tariffs in place between the DG Owner/Operator and the Cooperative.

1. **Intent of Parties:** It is the intent of the DG Owner/Operator to interconnect an electric power generator to the Cooperative's electrical distribution system.

It is the intent of the Cooperative to operate the distribution system to maintain a high level of service to their customers and to maintain a high level of power quality.

It is the intent of both parties to operate the facilities in a way that ensures the safety of the public and their employees.

3. **Operating authority:** The DG Owner/Operator is responsible for establishing operating procedures and standards within their organization. The operating authority for the DG Owner/Operator shall ensure that the Operator in Charge of the generator is competent in the operation of the electrical generation system and is aware of the provisions of any operating agreements and regulations relating to the safe operation of electrical power systems.

The operating authority for the DG Owner/Operator is:

Name or title of operating authority Norman Utilities Authority
Address 201 W. Gray St Norman, OK 73069
Phone number 405-366-5443

4. **Operator in Charge:** The operator in charge is the person identified by name or job title responsible for the real time operation of all electrical facilities related to the interconnection and owned by their organization.

The operator in charge for the DG Owner/Operator is:

Name or title of operating authority Norman Utilities Authority
Address 201 W. Gray St Norman, OK 73069
Phone number 405-366-5443

5. Limitation of Liability and Indemnification:

- a. Notwithstanding any other provision in this Agreement, with respect to the Cooperative's provision of electric service to DG Owner/Operator and the services provided by the Cooperative pursuant to this Agreement, Cooperative's liability to DG Owner/Operator shall be limited as set forth in the Cooperative's tariffs and terms and conditions for electric service, which are incorporated herein by reference.
- b. Neither Cooperative nor DG Owner/Operator shall be liable to the other for damages for any act or omission that is beyond such party's control, including, but not limited to, any event that is a result of an act of God, labor disturbance, act of the public enemy, war, insurrection, riot, fire, storm, flood, explosion, breakage or accident to any part of the System or to any other machinery or equipment, a curtailment, law, order, or regulation or restriction by governmental, military, or lawfully established civilian authorities.
- c. Notwithstanding Paragraph 5.b of this Agreement, the DG Owner/Operator shall assume all liability for, and shall indemnify Cooperative for, any claims, losses, costs, and expenses of any kind or character to the extent that they result from DG Owner/Operator's negligence or other wrongful conduct in connection with the design, construction or operation of the Facilities or Interconnection Facilities. Such indemnity shall include, but is not limited to, financial responsibility for (a) monetary losses; (b) reasonable costs and expenses of defending an action or claim; (c) damages related to death or injury; (d) damages to property; and (e) damages for the disruption of business. This paragraph does not create a liability on the part of the DG Owner/Operator to the Cooperative or a third person, but requires indemnification where such liability exists.
- d. Cooperative and DG Owner/Operator shall each be responsible for the safe installation, maintenance, repair and condition of their respective lines, wires, switches, or other equipment or property on their respective sides of the Point of Interconnection. The Cooperative, while retaining the right to inspect, does not assume any duty of inspecting the DG Owner/Operator's lines, wires, switches, or other equipment or property and will not be responsible therefore. DG Owner/Operator assumes all responsibility for the electric service supplied hereunder and the facilities used in connection therewith at or beyond the Point of Interconnection.
- e. For the mutual protection of the DG Owner/Operator and the Cooperative, only with Cooperative prior written authorization are the connections between the Cooperative's service wires and the DG Owner/Operator's service entrance conductors to be energized.

6. Metering: Metering shall be accomplished as described in the Cooperative's DG Manual.

7. **Insurance:** Insurance shall be required as described in the Cooperative's DG Manual.
8. **Suspension of Interconnection:** It is intended that the interconnection should not compromise the Cooperative's protection or operational requirements. The operation of the DG Owner/Operator's System and the quality of electric energy supplied by the DG Owner/Operator shall meet the standards as specified by the Cooperative. If the operation of the DG Owner/Operator's system or quality of electric energy supplied (in the case of power export) does not meet the standards as specified, then (the Cooperative) will notify the DG Owner/Operator to take reasonable and expedient corrective action. The Cooperative shall have the right to disconnect the DG Owner/Operator's System, until compliance is reasonably demonstrated. Notwithstanding, the Cooperative may in its sole discretion disconnect the DG Owner/Operator's generating plant from the Distribution Facility without notice if the operating of the Generating Plant may be or may become dangerous to life and property.
9. **Compliance with Laws, Rules and Tariffs:** Both the Cooperative and the DG Owner/Operator shall be responsible for complying with all applicable laws, rules and regulations, including but not limited to the laws of the state of Oklahoma, and the Cooperative's DG Manual, Tariffs, Rules and Regulations, By-Laws and other governing documents. The interconnection and services provided under this Agreement shall at all times be subject to the terms and conditions set forth in the tariff schedules and rules of the Cooperative as applicable to the electric service provided by the Cooperative, which tariffs and rules are hereby incorporated into this Agreement by this reference. The Cooperative shall have the right to publish changes in rates, classification, service or rule, with the proper notification to all DG owners/operators and Cooperative members.
10. **Maintenance Outages:** Maintenance outages will occasionally be required on the Cooperative's system, and the Cooperative will provide as much notice and planning as possible to minimize downtime. It is noted that in some emergency cases such notice may not be possible. Compensation will not be made for unavailability of Cooperative's facilities due to outages.
11. **Access:** Access is required by the Cooperative to the DG Owner/Operator's plant site for maintenance, operating and meter reading. The Cooperative reserves the right, but not the obligation, to inspect the DG Owner/Operator's facilities.
12. **Force Majeure:** For the purposes of this Agreement, a Force Majeure event is any event: (a) that is beyond the reasonable control of the affected party; and (b) that the affected party is unable to prevent or provide against by exercising reasonable diligence, including the following events or circumstances, but only to the extent that they satisfy the preceding requirements: acts of war, public disorder, rebellion or insurrection; floods, hurricanes, earthquakes, lighting, storms or other natural calamities; explosions or fires; strikes, work stoppages or labor disputes; embargoes; and sabotage. If a Force Majeure event prevents a party from fulfilling any obligations under this agreement, such party will promptly notify the other party in writing and will keep the other party informed on a continuing basis as to the scope and duration of the Force Majeure event. The affected party will specify the circumstances of the Force Majeure event, its expected duration and the steps that the affected party is taking to mitigate the effect of the event on its performance. The affected party will be entitled to suspend or modify its performance of obligations under this Agreement but will use reasonable efforts to resume its performance as soon as possible.

13. **Term:** This document shall be valid for a period of not less than two (2) years. After a period of two (2) years, it shall continue to be in force until canceled by either party with 30 days written notice to the other party.

AGREED TO BY

DG Owner/Operator

Cooperative

Name

Name

Title

Title

Date

Date

APPLICATION FOR DG SYSTEMS 25 kW OR LESS

OWNER/APPLICANT INFORMATION

Company: Norman Utilities Authority
Mailing Address: 201 W Gray St
City: Norman County: Cleveland State: OK Zip Code: 73069
Phone Number: 405-366-5443 Account Number: 4118202500

DG MANUFACTURER INFORMATION

Company: BioStar E Light JV
Mailing Address: 9400 Reeds Rd, Suite 150
City: Overland Park County: Johnson State: KS Zip Code: 66207
Phone Number: 913-369-4114 Representative: Andy Stancati
Type of Generator (circle one): **Wind** **Solar** **Other** Estimated Size: 240 (kW)

ELECTRICAL CONTRACTOR

Company: E Light Electric Phone Number: 303-754-0011
Representative: Ted Smith Oklahoma License #: 00131742

GENERAL DESCRIPTION OF PROPOSED INSTALLATION

The project is a 267kW DC, 240kW AC solar pv ground mounted installation located on property adjacent to the facility. Project will tie in behind the meter at 480V.

The customer agrees to provide the Cooperative with any additional information required to complete the interconnection. The customer shall operate his equipment within the guidelines set forth by the Cooperative.

Applicant _____ Date _____

Please fill out the entire form. Please mail the completed form and a check for \$25 (application fee) payable to *Oklahoma Electric Cooperative* to

Cooperative Contact: Nick Shumaker
Title: Electrical Engineer
Address: PO Box 1208
Norman, OK 73070
Phone: 405-321-2024
Fax: 405-217-6933

File Attachments for Item:

22. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONTRACT K-2122-87 BY AND BETWEEN THE CITY OF NORMAN AND HALL PARK PROPERTY OWNERS' ASSOCIATION, INC FOR VEGETATIVE MANAGEMENT AT HALL PARK LAKES.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/3/2022

REQUESTER: Jason Murphy, Stormwater Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONTRACT K-2122-87 BY AND BETWEEN THE CITY OF NORMAN AND HALL PARK PROPERTY OWNERS' ASSOCIATION, INC FOR VEGETATIVE MANAGEMENT AT HALL PARK LAKES.

BACKGROUND:

The City of Norman annexed the Town of Hall Park in 2003 and took ownership of the town's assets, including, among other things, three lakes (Tranquility Lake, Sleepy Hollow and West Lake) located within Hall Park, northwest of the intersection of Robinson and 24th Avenue NE. These Lakes are connected to the City's stormwater system and are referred to as the Hall Park Lakes. The City of Norman undertook a comprehensive review and analysis of flooding, water quality, and erosion over a period of four years aimed at reducing flooding dangers, protecting water quality, enhancing the environment and advancing recreational opportunities which culminated in the 2009 Storm Water Master Plan. The Storm Water Master Plan was adopted by City Council on June 28, 2011 as Resolution No. R-1011-120. The Storm Water Master Plan recommended the implementation of a City stream maintenance program focused on those stream reaches and detention facility areas where capital improvements are constructed in order to protect those investments as well as in areas where serious problems have been identified. To date, the City has spent approximately \$270,000 on repairs and maintenance on the dam on Tranquility Lake as well as the cost of annual inspections since it is categorized as a high hazard dam.

The three lakes within Hall Park function as a storm water drainage system. In 2017-2018 OU Environmental Science Student Association (OU ESSA) conducted water quality studies and performed basic bathymetry outlining the base conditions of the Hall Park lakes for the Hall Park Property Owners Association (HPPOA). From March 2019 through October 2019 the Oklahoma Water Survey's POND (Protecting Our Neighborhood Detention) program completed a survey of the plants and vegetation growing around the greenbelt areas. Due to overgrown aquatic vegetation, all of these lakes have experienced loss of storage capacity, lowering in the aesthetic value of this resource, and diminished capacity for recreation. In an effort to improve the situation, HPPOA reached out to Robison Wildlife Solutions who prepared a list of recommendations to decrease the prevalence of aquatic vegetation to improve storage capacity, address aesthetic concerns, and improve access for recreation.

DISCUSSION:

The City of Norman and the Hall Park Property Owner's Association began the process to secure a Participation Agreement to implement the aquatic vegetation management strategies outlined by Robison Wildlife Solutions. The vegetation management program will consist of installation of aeration system(s), vegetation treatment, application of probiotics on an as needed basis, and addition of grass carp. HPPOA has completed the addition of the grass carp to Lake Tranquility.

Under this participation agreement, the City of Norman will have four (4) primary responsibilities. The first is to provide access to the HPPOA to the lakes for the purposes of ongoing maintenance.

Second, the City will install electrical meter boxes to provide electric service to the aeration system. The City has completed installation of the first box at Tranquility Lake at this time. The installation of the second electrical meter box would occur on the North Lake (Sleepy Hollow) within 3 years (by March 2025) of the effective date of this agreement, followed by the third box being installed within 6 years (by March 2028) of the effective date of this agreement on West Lake. Installation of the second and third boxes would be contingent on an evaluation of the effectiveness of the treatment program on Tranquility Lake. Locations for the other two electrical boxes will be selected based on recommendations from the electric service provider. The City will be responsible for paying the cost of electricity for the installed aeration system(s). Additionally, the City will be responsible for maintenance of the aeration system after year 1 of the agreement.

Third, the City may continue to purchase and apply probiotics as needed in Lake Tranquility beginning in year 2 of this agreement as recommended during the annual evaluation of its effectiveness, not to exceed eight applications per year during the months of March through October. Application of probiotics to the North and West lakes may occur at a future date to be determined by the City based on an evaluation of its effectiveness in Lake Tranquility and subsequent to installation of an aeration system in each of these lakes.

Lastly, as indicated in the previous responsibilities, the City will evaluate the effectiveness of the treatment program in Lake Tranquility using an independent third party on an annual basis. If effective, the City will maintain the aeration system in Lake Tranquility, as it is installed, contingent on available funding each fiscal year. Use of any installed aeration system may be suspended at the sole discretion of the City beginning in year 2 should maintenance or electricity costs exceed available funding for this activity. An evaluation of the effectiveness will involve an assessment of the program's improvement of water quality, a reduction in invasive aquatic vegetation as determined by a plant survey, and the cost-effectiveness of the program by the City and HPPOA. The plant survey will be conducted by an independent third party using the same process as was used in the 2019 Oklahoma Water Survey's POND program.

The Hall Park Property Owner's Association has two major responsibilities under this agreement. HPPOA will hire and fund in full the initial costs of the program contingent on available funds and affirmative vote of the HPPOA Board each fiscal year. HPPOA will fully fund the aeration system, grass carp stocking, vegetation treatment and first year probiotics treatments for Lake Tranquility in 2022. Upon determination of the program's effectiveness in Lake Tranquility by the City and HPPOA, HPPOA will fully fund the aeration system, grass carp stocking, vegetation treatment and first-year probiotic treatments for the North Lake (Sleepy Hollow) no later than

March 2025. Upon determination of the program's effectiveness in Lake Tranquility and Sleepy Hollow by the City and HPPOA, HPPOA will fully fund the aeration system, grass carp stocking, vegetation treatment and first-year probiotic treatments for the West Lake no later than March 2028. Additionally, HPPOA will be responsible for addressing any noise complaints received by the City related to the aeration system(s) and cause to be installed any such necessary noise suppression methods as necessary at HPPOA's expense.

Costs related to this project are based on Robison Wildlife Solutions submitted report and costs derived from City electrical rate estimates and other estimated costs determined by Norman Stormwater. Costs are subject to change in subsequent years based on rate changes and changes to material costs. In the attached updated report submitted from Robison Wildlife Solutions on January 3, 2022, they outlined cost estimates reported by Norman Stormwater in September of 2021 and costs that Robison considered likely as of January 2022. The differences in estimated costs are mostly related to herbicide cost assumed by Norman Stormwater in September and aeration system maintenance estimates. Aeration system maintenance costs estimated by Norman Stormwater are based on "worse case" scenario and replacement costs for aeration pumps. Costs estimates provided by Robison are based on their experience with general maintenance related to maintaining equipment. Herbicide application maintenance costs submitted by Norman Stormwater were based on full reapplication each year while Robison's costs are based on a diminishing necessity and quantity needed in subsequent years. HPPOA have agreed to pay for those costs for years following year one if they are necessary. Please see pages 2 and 3 of the Hall Park Restoration Project report submitted by Robison Wildlife solutions for a detailed description of these costs.

For year one, the cost to HPPOA for initial installation, herbicide treatment, grass carp stocking and probiotic treatments are approximately \$16,000. Equipment purchased from Robison Wildlife Solutions come with a 1-year warranty and included maintenance. The cost to the City will be approximately \$1,460 for electricity as well as any costs for water quality sampling and a plant survey to determine the effectiveness of the program at the end of the year. The Oklahoma Water Resources Board has agreed to collect 6 samples over the course of the year to monitor water quality in the lakes as part of their existing agreement with the City of Norman for stormwater monitoring they are already providing. This cost will be included in an existing budgeted contract and will incur minimal additional increase to the City of Norman. A plant survey cost will be determined at a later date. Typically, grant programs or student programs related to state Universities are available to do this kind of work at little to no cost. In the unlikely event that professional services are needed to perform the plant survey, estimated costs could be \$2,000 to \$4,000.

If the program is proven to be successful and cost effective, years two and three of the program would cost the HPPOA a maximum estimated cost of \$1,300 for herbicide treatment if necessary. The City's cost would be an estimated \$5,660 up to \$13,460. The higher end cost reflects significant maintenance or replacement of the aeration system and is not considered likely at this time. Evaluation of the program will continue during these years as well and is included in those cost estimates.

If the program is successful and cost effective, starting in year 4 the HPPOA would incur the cost of installation and startup of the system similar to year 1 costs, approximately \$16,000. City costs would increase by the amount of installation of another electrical service box and electrical

service costs. Years 5 and 6 would incur an additional estimated \$6,000-\$14,000 cost on top of existing costs. Continued success of the program and availability of funding would lead to a third round of these costs to the HPPOA and similar increases in yearly cost to the City. Given these potential increasing costs, base budget amendments would likely be submitted for approval after year one of this project.

If successful, the outlined program would be beneficial to both Hall Park Property Owner's Association and the City of Norman. Success in this case would be an overall decrease to aquatic vegetation without a significant negative impact on water quality. Decreasing the vegetation would lead to an increase in the aesthetic value of these lakes and greater access to them for recreational use. Decreases in vegetation would also benefit the City's stormwater program by potentially increasing storage capacity in these reservoirs. Increased capacity leads to lower chance of downstream flooding and an increase to residence time of water in the reservoirs allowing for natural processes to remove sediment and nutrient pollution. Since the outfalls of these lakes terminate in the Lake Thunderbird watershed, any potential nutrient or sediment storage could potentially help improve the quality of that impaired waterbody.

If upon annual evaluation of the program, the City and Hall Park Property Owner's Association determine that the program is not effective using the evaluation method described above and in Section II.D of the agreement, the City may terminate the agreement with thirty (30) days written notice to HPPOA. Additionally, if funding for the program is not made available by the City or the HPPOA upon adoption of its budget, this contract will terminate upon ten (10) days written notice to the other party. The City will work with HPPOA to address possible funding sources for ongoing maintenance of systems prior to termination of this contract.

Funds for Year 1 electric cost are available in Utility Services-Electricity (account 10550222 – 44310). Funds for water quality sampling and plant survey if needed are available in Professional Services-Other (account 10550222-44099).

RECOMMENDATION 1:

Staff recommends that Contract K-2122-87 with Hall Park Property Owner's Association for Vegetative Management be approved.

Reviewed by: Shawn O'Leary, Director of Public Works
Jason Murphy, Stormwater Program Manager

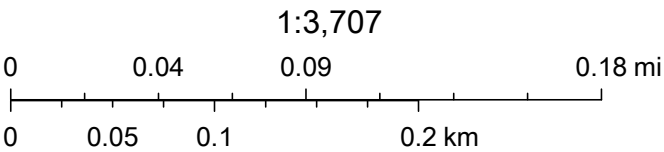


1/7/2022, 1:57:48 PM

Centerline Labels (10,000+)

AerialPhoto2021

- Red: Band_1
- Green: Band_2
- Blue: Band_3



City of Norman, GIS Services Division



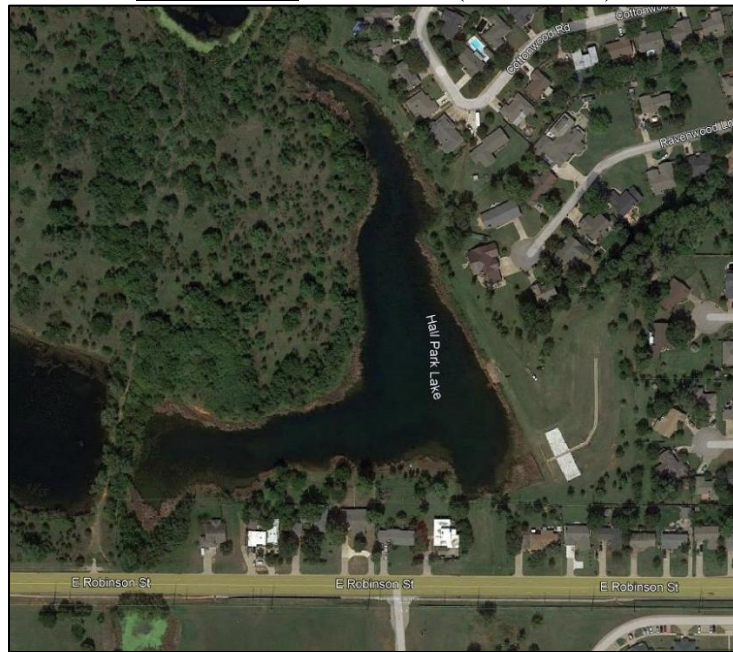
Robison Wildlife Solutions Item 22.
9401 S. Harrah Rd.
Newalla, OK 74857
www.robisonwildlife.com
thepondlady@outlook.com
(405) 269-4575

HALL PARK LAKE RESTORATION PROJECT

CLIENT: Hall Park Lake
ADDRESS: Norman, OK

CONTACT: Cynthia Grantham - (405) 306-7307
EMAIL: cbg721@gmail.com

POND SIZE: 7.62 acres (Main Lake)



MAIN CONCERN: Excessive vegetation and filamentous green algae has become particularly problematic in the main pond at Hall Park. Dense stands of cattails that surround the entire perimeter, have almost eliminated shoreline access for residents. This paired with the reduced water level of the pond after spillway modifications have either completely, or near completely, eliminated the ability for some residents to see or access the pond shoreline around most of the perimeter. Upon initial consultation, watermilfoil and coontail were present in high abundance, and have started to take over the entire pond. Submerged vegetation like coontail, can quickly become so dense that most recreational activities; like angling, canoeing, kayaking, become extremely difficult. This combination of cattails and watermilfoil/coontail, have all but eliminated any recreational benefit to the residents, that the pond should have.

Like many ponds in the Norman area, this multi-pond system is older, and starting to show signs of aging. One of these, the excessive vegetation, is also likely the reason for a fish kill event in 2018 which was due to oxygen depletion. While the pond is designated for both recreational use AND as a retention pond, it is only currently functional for retention purposes. And while recreational functionality has largely been eliminated especially during warmer months, the aggressive and explosive growth of watermilfoil and coontail rapidly increases the rate of sedimentation, in this case, the biomass of vegetation accumulation. This accumulation could quickly reduce the total holding capacity which will drastically reduce its functionality as a retention pond. This will reduce the lifespan of pond system, leading to costly renovations more quickly than anticipated, which could greatly exceed budget expectations for the city of Norman. More importantly, reduction of volume can significantly increase flooding risks to Hall Park and downstream areas. When ponds are well maintained, not only do they increase property values to homes even without direct shoreline access

but they also create recreational opportunities that enhance quality of life for residents. Conversely, poorly maintained ponds are not only an eye-sore, but they can also actively detract from home and property values, reduce recreation, increase likelihood of extremely costly repairs like draining and dredging, and are even a liability for flooding.

TARGET SPECIES: Coontail, blue-green algae, filamentous algae.

ADDITIONAL CONCERNS: Reduce the need for repeated chemical applications by natural forms of control such as, grass carp stocking, pond aeration, and pond probiotics.

| | |
|--|-----------------------|
| Aeration System | \$8,900.00 |
| - fully installed, electric work, trenched lines, weighted tubing, 6 diffuser heads, 1 hp compressor motor with deluxe locking steel cabinet, 1-year maintenance included. | |
| Vegetation Treatment | \$1,300.00 |
| - combination of herbicide/algacide to control excessive vegetation and algae all at once. | |
| - 2 treatments likely needed in first year | |
| Grass Carp Stocking | \$1,300.00 |
| - 100 sterile triploid grass carp stocked directly in the pond. | |
| Pond Probiotics | \$400.00/month |
| - March – October, greatly enhances restoration speed. | |

(Budget provided by the City of Norman per Carrie Evanson)

| Hall Park Lake Vegetation Control | | | | | | |
|--|--------------------------|---------------------------|--------------------------|---------------------------|--------------------------|---------------------------|
| Summary of Costs | | | | | | |
| | Main Pond | | West Pond | | North Pond | |
| Cost Item | Installation Cost | Annual Maintenance | Installation Cost | Annual Maintenance | Installation Cost | Annual Maintenance |
| Aeration System | \$8,900.00 | \$4,500.00 | \$7,400.00 | \$3,700.00 | \$7,400.00 | \$3,700.00 |
| Herbicide Application | \$1,300.00 | \$1,300.00 | \$1,000.00 | \$1,000.00 | \$800.00 | \$800.00 |
| Grass Carp Stocking | \$1,300.00 | | \$780.00 | | \$520.00 | |
| Pond Probiotics | \$3,200.00 | \$3,200.00 | \$2,200.00 | \$2,200.00 | \$1,600.00 | \$1,600.00 |
| Electricity Costs | | \$1,460.00 | | \$1,460.00 | | \$1,460.00 |
| Monthly Inspection | | \$3,000.00 | | \$3,000.00 | | \$3,000.00 |
| | \$14,700.00 | \$13,460.00 | \$11,380.00 | \$11,360.00 | \$10,320.00 | \$10,560.00 |
| Estimated POA Costs | \$14,700.00 | | | | | |
| Estimated City Costs for Yr 2 | \$35,160.00 | | | | | |
| Estimated Ongoing City Costs after Yr 2 | \$35,380.00 | | | | | |
| Estimated Ongoing City Costs after Yr 2 - No Herbicide | \$32,280.00 | | | | | |

A new budget has been created to reflect more accurate estimates for the Hall Park Lake Restoration Project. It is important to note that only the Main Lake is being addressed in this plan and budget. This is based on the agreement between the POA and the City of Norman that implementation of similar restoration plans for the West and North lakes, are contingent on the success at the Main Lake after three years. Therefore, no installation costs to the POA or costs to the city will be incurred for the other two lakes during this period and have been eliminated from the city budget projections altogether. It is also important to note that the program may be terminated after the first year pending determination of the success of restoration efforts. If the program is deemed to be effective, planning for year two and beyond should then be revisited. Also, annual maintenance

estimates were refigured according to the recommendations made in the owner's manual for the compress has been recommended, and the projected time needed to complete maintenance tasks. It is also important to note that if herbicide treatments are necessary after the first year, the POA has agreed to cover these expenses. Also, "Monthly Inspection" costs has been eliminated as a line item from the budget pending justification by the City of Norman for necessity of monthly samples, examples of other Norman pond systems that are currently being monitored according to this protocol before and after restoration efforts, as well as what control values Hall Park parameters will be compared to. If monthly monitoring is deemed necessary, this should begin immediately at the city's expense, to provide a clear picture of the current lake status before restoration strategies are implemented.

YEAR ONE

| Item | POA Cost | City Cost |
|-----------------------|-------------|------------|
| Aeration System | \$8,900.00 | \$0.00 |
| Herbicide Application | \$2,600.00 | \$0.00 |
| Grass Carp Stocking | \$1,300.00 | \$0.00 |
| Pond Probiotics | \$3,200.00 | \$0.00 |
| Electricity Costs | \$0.00 | \$1,460.00 |
| Annual Maintenance | \$0.00 | \$0.00 |
| Total Cost | \$16,000.00 | \$1,460.00 |

YEAR TWO*

| Item | POA Cost | City Cost |
|-------------------------|------------|------------|
| Aeration System | \$0.00 | \$0.00 |
| Herbicide Application** | \$1,300.00 | \$0.00 |
| Grass Carp Stocking | \$0.00 | \$0.00 |
| Pond Probiotics | \$0.00 | \$3,200.00 |
| Electricity Costs | \$0.00 | \$1,460.00 |
| Annual Maintenance | \$0.00 | \$1,000.00 |
| Total Cost | \$1,300.00 | \$5,660.00 |

YEAR THREE

| Item | POA Cost | City Cost |
|-------------------------|------------|------------|
| Aeration System | \$0.00 | \$0.00 |
| Herbicide Application** | \$1,300.00 | \$0.00 |
| Grass Carp Stocking | \$0.00 | \$0.00 |
| Pond Probiotics | \$0.00 | \$3,200.00 |
| Electricity Costs | \$0.00 | \$1,460.00 |
| Annual Maintenance | \$0.00 | \$1,000.00 |
| Total Cost | \$1,300.00 | \$5,660.00 |

TOTAL COSTS

| | POA Cost | City Cost |
|------------|-------------|-------------|
| Year One | \$16,000.00 | \$1,460.00 |
| Year Two | \$1,300.00 | \$5,660.00 |
| Year Three | \$1,300.00 | \$5,600.00 |
| Total Cost | \$18,600.00 | \$12,720.00 |

* Year Two costs only applicable if Main Pond Project is deemed "successful"

** Herbicide application only if necessary, chemicals needed will be greatly reduced.

PARTICIPATION AGREEMENT FOR VEGETATIVE MANAGEMENT

This Participation Agreement for Vegetative Management at Hall Park Lakes ("Agreement") is entered into as of the 11th day of January, 2022, between the City of Norman, Oklahoma, a municipal corporation (the "City") and the Hall Park Property Owners' Association, Inc., a domestic not-for-profit corporation ("POA"), collectively the "Parties".

WITNESSETH:

WHEREAS, the City annexed the Town of Hall Park in 2003 and took ownership of the town's assets, including, among other things, three lakes located within Hall Park northwest of the intersection of Robinson and 24th Avenue NE that are now connected to the City's stormwater system, together referred to as the "Hall Park Lakes"; and

WHEREAS, the City undertook a comprehensive review and analysis of flooding, water quality, and erosion over a period of four years aimed at reducing flooding dangers, protecting water quality, enhancing the environment and advancing recreational opportunities which culminated in the 2009 Storm Water Master Plan; and

WHEREAS, the Storm Water Master Plan recommended the implementation of a City stream maintenance program focused on those stream reaches and/or detention facility areas where capital improvements are constructed in order to protect those investments as well as in areas where serious problems have been identified; and

WHEREAS, the City formally accepted certain appendices to the Storm Water Master Plan through the adoption of Resolution No. R-0910-68 on November 10, 2009; and

WHEREAS, the City formally adopted the following principle as an underlying value for proceeding with the implementation of the Storm Water Master Plan through the adoption of Resolution No. R-0910-68: "Preservation of water quality and protection of private property from flooding and resulting damage for current and future residents of the City of Norman are the highest priority for governing stormwater management"; and

WHEREAS, the City formally adopted the 2009 Storm Water Master Plan Final Report by Resolution No. R-1011-120 on June 28, 2011; and

WHEREAS, Resolution No. R-1011-120 established the study and creation of a Stormwater Utility with an appropriate rate structure approved by the voters as the next priority for the City Council and stormwater management; and

WHEREAS, to date, a stormwater utility rate structure has been proposed twice to the voters but has not been approved; and

WHEREAS, the POA has approached the City about a cost sharing approach to balance the interests of the private property owners and the interests of the City.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, the parties agree as follows:

- I. Project Scope. The purpose of this project is to address aquatic vegetation management in the Hall Park Lakes through a partnership with the POA. The vegetation management program will consist of installation of aeration system(s), vegetation treatment, application of probiotics on an as needed basis, and addition of grass carp. The POA has completed the addition of grass carp to Lake Tranquility.
- II. Responsibilities of the City.
 - A. The City authorizes the POA to access the lakes for the purpose of providing ongoing maintenance.
 - B. The City has caused to be installed an electric meter box, at a location of the electric service provider's choosing, to provide electric service for an aeration system for Lake Tranquility. Installation of additional electric meter boxes to provide electric service for additional aeration systems for the remaining two (2) lakes will be based on an evaluation of the effectiveness of the vegetation management program in Lake Tranquility. Installation of an electric meter box for the North Lake (Sleepy Hollow) will occur within three years of the effective date of this agreement followed by installation of an electric meter box for the West Lake within six (6) years of the effective date of this agreement only upon continued effectiveness of the program. Locations will be selected based on recommendations from the electric service provider. The City will be responsible for paying the cost of electricity for the installed aeration system(s). After Year 1 of the program, maintenance of the aeration system will be the responsibility of the City.
 - C. The City may continue to purchase and apply probiotics as needed to Lake Tranquility beginning in Year 2 of this agreement as recommended during the annual evaluation of its effectiveness, not to exceed eight applications per year during the months of March through October. Application of probiotics to the North and/or West Lakes may occur at a future date to be determined by the City based on an evaluation of its effectiveness in Lake Tranquility and subsequent to installation of an aeration system in each of these lakes.
 - D. The City will evaluate the effectiveness of this program in Lake Tranquility using an independent third party on an annual basis and, if effective, will maintain the aeration system in Lake Tranquility, as it is installed, contingent on available funding each fiscal year. Use of any installed aeration system may be suspended at the sole discretion of the City beginning in Year 2 should

maintenance or electricity costs exceed available funding for this activity. An evaluation of the effectiveness will involve an assessment of the program's improvement of water quality, a reduction in invasive aquatic vegetation as determined by a plant survey, and the cost-effectiveness of the program by the City and Hall Park POA. The plant survey will be conducted by an independent third party using the same process as was used in the 2019 survey completed in support of the Oklahoma Water Survey's POND (Protecting Our Neighborhood Detention) program.

III. Responsibilities of the POA.

- A. The POA will hire and fund in full the initial costs of the program contingent on available funds and affirmative vote of the Hall Park POA Board each fiscal year. The Hall Park POA will fully fund the aeration system, grass carp stocking, vegetation treatment and first year probiotics treatments for Lake Tranquility (Main Lake) in 2022. Upon determination of the program's effectiveness in Lake Tranquility by the City and Hall Park POA, the Hall Park POA will fully fund the aeration system, grass carp stocking, vegetation treatment and first-year probiotic treatments for the North Lake (Sleepy Hollow) no later than March 2025. Upon determination of the program's effectiveness in Lake Tranquility and the North Lake by the City and Hall Park POA, the Hall Park POA will fully fund the aeration system, grass carp stocking, vegetation treatment and first-year probiotic treatments for the West Lake no later than March 2028.
- B. The POA will be responsible for addressing any noise complaints received by the City related to the aeration system(s) and cause to be installed any such necessary noise suppression methods as necessary at the POA's expense.

[Remainder of Page Left Blank Intentionally]

IV. Termination.

If, upon annual evaluation of the program, the City and Hall Park POA determines that the program is not effective using the evaluation method described in Section II.D. of this Agreement, the City may terminate the agreement with thirty (30) days written notice to the POA. Additionally, if funding for the program is not made available by the City or the POA upon adoption of its budget, this contract will terminate upon ten (10) days written notice to the other party. The City will work with the POA to address possible funding sources for ongoing maintenance of systems prior to termination of this contract.

IN WITNESS WHEREOF, this Agreement is entered into the 11th day of January, 2022.

HALL PARK PROPERTY OWNERS' ASSOCIATION, INC.

By: Jonathan Stapleton
 Name: Jonathan Stapleton
 Title: HPPOA President

Attest: Marilyn Watley
 (Corporate Seal)



CITY OF NORMAN, OKLAHOMA

By: _____
 Name: Darrel Pyle
 Title: City Manager

Attest: _____
 City Clerk

(Seal)

Approved as to form and legality this _____ day of _____, 2022.

 City Attorney

File Attachments for Item:

23. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-88: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$32,250 FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONSTRUCTION OF THE EMERGENCY COMMUNICATIONS CENTER/ EMERGENCY OPERATIONS CENTER (ECC/EOC).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: City of Norman Police Department

PRESENTER: Major Brent Barbour

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-88: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY, AND CROSSLAND CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$32,250 FOR CONSTRUCTION MANAGER AT RISK SERVICES FOR THE CONSTRUCTION OF THE EMERGENCY COMMUNICATIONS CENTER/ EMERGENCY OPERATIONS CENTER (ECC/EOC).

BACKGROUND:

This item is a contract with a construction company to provide Construction Manager at Risk (CMaR) services for the Emergency Communications Center / Emergency Operations Center Project (ECC/EOC). The background and history of the Project that has solidified funding and brought the City to this point is outlined below.

On April 1, 2014, the voters of Norman approved Ordinance O-1314-33, extending the dedicated ½ percent Public Safety Sales Tax (PSST) permanently (effective October 1, 2015). The Ordinance directed that 71 employees added to the City public safety workforce be made permanent; an additional 19 employees be added over a period of four years (13 police officers to staff a School Resource Officer program; 4 additional Dispatchers; and 2 Emergency Vehicle Mechanics); and a program to replace or acquire Critical Public Safety Capital Needs be implemented. The Critical Public Safety Capital Needs were identified, in priority order, as follows:

Emergency Communication System Replacement - \$15,000,000

Emergency Operations/Dispatch Center Facility - \$ 6,500,000

Fire Apparatus Replacement Program - \$ 6,800,000

Reconstruct/Relocate Fire Station #5 - \$ 3,500,000

TOTAL - \$31,800,000

In discussions and presentations leading up to the approval of the PSST extension, the plan to finance the Emergency Communications (Radio) System and Emergency Operations Center (EOC) facilities through some type of debt issuance was discussed and acknowledged, due to

the need to have those facilities functional before sufficient PSST revenues would accrue. Under this plan, available PSST Fund balance would be used as a partial “down payment” on the Communication System and ECC/EOC facility and PSST Fund balance would be used to pay for the fire apparatus and Fire Station 5 reconstruction on a pay-as-you-go basis, as funds became available after the Radio System and ECC/EOC were financed.

Subsequent to the passage of the PSST extension (“PSST II”), Fire Department staff provided a presentation to the City Manager and Council Finance Committee outlining the urgency of replacing a platform fire truck with an estimated cost of \$1,100,000 as the most critical need of the Fire Department. The Police Department staff also presented the need to hire the School Resource Officer program personnel a year in advance of the originally projected time. It was predicted that the PSST Fund would be able to absorb these advanced expenses, but the amount of debt financing required with this accelerated schedule would be increased. The Finance Department and Legal Department staff, in consultation with the City’s financial advisor and bond counsel teams, proposed a financing package, including the Emergency Communications System, the ECC/EOC Facility and the fire platform truck. This comprehensive financing package for the Critical Public Safety Capital needs was discussed and approved by the Council Finance Committee on February 12, 2015. Proposals from qualified local and regional banking institutions to provide approximately \$22,825,000 in financing with a final maturity in 12 years, secured by a pledge of the PSST II proceeds, were solicited.

Responses in the form of interest rate proposals were received on March 10, 2015, and the lowest and best interest rate bid was forwarded for consideration of the Norman Municipal Authority (NMA) Trustees and Council. Information on the tabulated interest rate bid proposals was distributed at the meeting as an attachment. The Norman Municipal Authority Trustees and Council considered two resolutions. Several actions were accomplished by the resolutions. Resolution R-1415-90 was a Resolution of the NMA to issue the debt, and R-1415-91 was a resolution of the City of Norman authorizing the issuance of the debt by the NMA in an aggregate amount not to exceed \$22,825,000.

The NMA Resolution (R-1415-90) authorized the following actions:

- Authorize the Issuance of the PSST Revenue Notes;
- Pledge the Revenues of the PSST II sales tax and a portion of the dedicated Capital Sales Tax, subject to annual appropriation, to the repayment of the note indebtedness;
- Waive Competitive Bidding and Authorize the Note to be sold on a Negotiated Basis; Authorize a Sales Tax Agreement between the City of Norman and the NMA;
- Establish the Tax-Exempt Nature of the Note; and
- Authorize the Chair of the NMA Trustees to execute final documents related to the financing

The City of Norman Resolution (R-1415-91) authorized the following actions:

- Approve the Incurrence of the Indebtedness by the NMA; Waive Competitive Bidding and Authorize the Note to be sold on a Negotiated Basis;
- Authorize a Sales Tax Agreement between the City of Norman and the NMA;
- Establish the Tax-Exempt Nature of the Note; and
- Authorize the Mayor to execute final documents related to the financing.

That financing closed and those revenues for the Project are noted as Bond Proceeds in the PSST Fund Summary in the Capital Improvement Plan budget document. During the budget process, the City budgeted expenditures of \$500,000 in fiscal year 2015-2016 (FY16) for Design (account 015-9523-419.62-01) and in FY17, \$2,000,000 for Land (account 015-9523-419.60-01; project BP0029) plus \$4,000,000 for materials (account 015-9523-419.63-01; project BP0029) for the ECC/EOC facility. This totals the \$6,500,000 identified for the ECC/EOC facility in the original PSST II Plan. With funding for the Project secured, the design and construction process was then moved forward.

A Request for Qualifications (RFQ 1516-58) was issued on May 16, 2016 asking for firms to present their qualifications for architectural and engineering design of the ECC/EOC. Following vetting, including interviews and presentations, the Architects Design Group of Winter Park, Florida was selected for this project, its work to be completed in phases pursuant to Contract K-1617-69. Amendments have been brought to augment the scope of design based on funding.

On May 25, 2021, the City Council appropriated \$9,500,000 in American Recovery Plan Act entitlement funding (Resolution R-2021-128) to provide for full completion of the ECC/EOC project. The 19,800 square foot design provides for all necessary components and fully hardens the entire structure to help ensure its usability in the event of severe weather emergencies.

Project management is ongoing and Amendment No. 3 to Contract K-1617-69 is brought to the City Council/Norman Municipal Authority for consideration along with this item.

DISCUSSION:

It was ultimately determined that a Construction Manager at Risk ("CMaR") format was preferable for this project, much as for many of the City's ongoing Norman Forward projects. On November 5, 2021, the City advertised its Request for Qualifications and on November 17, 2021 received CMaR service proposals from four (4) construction management service companies. Two (2) firms were selected for interviews which were conducted on December 17, 2021. Based on their experience with other similar projects, Crossland Construction Company Inc. was selected as the firm having the best proposal for managing the construction work on the EOC/ECC.

Construction Manager at Risk is a process whereby the Norman Municipal Authority (NMA, or "Owner") will hire a Construction Manager to handle all of the bidding of the different sections of the work and all the subsequent construction activity for the project for a Guaranteed Maximum Price (GMP). The GMP is subsequently considered as an amendment to the CMaR contract after the most responsible bids are secured through the proper bidding procedures that govern public projects. Project bids are sealed and opened consistent with the City's bidding policies. This method allows the CMaR to work for the Owner while gathering bids from their best pre-qualified vendors and subcontractors, who have a history of working with the CMaR. This can deliver better bid pricing to a known project manager. Also, the CMaR process often maximizes opportunities to get participation from local, smaller sub-contractors. It can result in quicker project delivery without change orders due to the GMP agreed-on at the time of awarding the amended construction contract(s) to the CMaR.

The construction will be fully bonded when the construction bids are awarded for the GMP. At that stage, the CMaR contract includes all of the necessary professional liability and insurance and affidavits that come with all professional services contracts. Crossland Construction Company Inc. has used this method on many of their projects in the past decade, including work for the City of Norman/Norman Municipal Authority, University of Oklahoma, City of Wichita, KS, City of Tulsa, and Tulsa RiverParks Authority (Gathering Place).

For these projects, since the architectural and engineering design development is well established, the fee for pre-construction services will be relatively small. The CMaR will use the current plans and specifications to secure all bids and create the GMP awarded by amendment to this contract. The amount awarded via this CMaR contract is those monthly expenses listed in the contract associated with doing the business of the CMaR for the anticipated duration of the project. If the project extends beyond this time, unless due to the extreme circumstances itemized in the contract, then those costs are borne by the CMaR, which are factors for the project to stay on time and within budget. The GMP, which will be awarded as an amendment to this contract, will also include all of the CMaR's profit on the project, itemized in the amendment. Whereas the costs and profits of a "hard bid" design-bid-build project are often not known (since those are a lump sum bid submitted by each general contractor bidding on the work), the CMaR method allows for full transparency of the budget and costs for each division of work, including profit. This way, all the fees, and services are stated and memorialized in the initial contract agreement.

Further, since this project is in part being funded with bond money through the Norman Municipal Authority, the Norman Municipal Authority cannot pass the sales tax exemption on to the Construction Manager. Where necessary, City/NMA Staff will collect invoices for taxable materials from Crossland Construction Company Inc. every month and purchase those materials directly from the suppliers to avoid sales tax payments for those materials purchases.

RECOMMENDATION:

Staff recommends that the City Council/Norman Municipal Authority approve Contract K-2122-88 with Crossland Construction Company, Inc., for a pre-construction cost of \$32,250 plus \$4,013.25 for each month thereafter, and a CMaR construction fee of 3.65%; and, if approved, authorize the execution thereof. Funds from proceeds of the 2015 Norman Municipal Authority Sales Tax Notes are available in the Public Safety Sales Tax Fund, Emergency Communications Center, Construction (Account 15695523-46101, Project BP0029). Funds are also available in the Special Grants Fund/ARPA, Emergency Operations Center, Construction (Account 22695523; Project BG0029).

where the Basis of Payment is a Guaranteed Maximum
Price

This document has important legal consequences. Consultation with an attorney is encouraged with respect to its completion.

AGREEMENT made as of the ____ day of ____, 20__.

OWNER: **The Norman Municipal Authority**
 201 W Gray Street
 Norman, OK 73069

AND

The City of Norman
201 W Gray Street
Norman, OK 73069

And the **Crossland Construction Company, Inc.**
Construction Manager: **408 NE 145th Place**
 Oklahoma City, OK 73013
 Aaron Stoops, Vice President

For the Project: **Emergency Communications & Operations Center**
 201-B W. Gray
 Norman, OK 73069
 Brent Barbour, Police Major

The Consultant is: **Architect Design Group / ADG, Inc.**
 333 North Knowles Avenue
 Winter Park, FL 32789
 Ian Reeves, President

The Program Manager is: **ADG, PC**
 920 W Main Street
 Oklahoma City, OK 73106
 Randy Hill, Senior Program Mgr.

The Owner and Construction Manager agree as set forth below:

ARTICLE 1 GENERAL PROVISIONS

1.1 RELATIONSHIP OF PARTIES: The Construction Manager accepts the relationship of trust and confidence established with the Owner by this Agreement, and covenants with the Owner to furnish the Construction Manager's reasonable skill and judgment and to cooperate with the Consultant in furthering the interests of the Owner. The Construction Manager shall furnish construction administration and management services and use the Construction Manager's best efforts to perform the Project in an expeditious and economical manner consistent with the interests of the Owner. The Owner shall endeavor to promote harmony and cooperation among the Owner, Consultant, Construction Manager and other persons or entities employed by the Owner for the Project.

1.2 GENERAL CONDITIONS: For the Construction Phase, the General Conditions of the contract shall be the City of Norman General Provisions Document, which is incorporated herein by reference. For the Preconstruction Phase, or in the event that the Preconstruction and Construction Phases proceeds concurrently, the City of Norman General Provisions Document shall apply to the Preconstruction Phase only as specifically provided in this Agreement. The term "Contractor" as used in the City of Norman General Provisions Document shall mean the Construction Manager.

1.3 RULES AND PROCEDURES: The Contractor shall follow the current adopted Rules and procedures established by the State of Oklahoma to ensure compliance with state statutes.

1.4 CONTRACT DOCUMENTS: The Contract Documents consist of this Agreement, Conditions of the Contract (General, Supplementary and other Conditions), Drawings, Specifications, Addenda issued prior to the execution of this Agreement, other documents listed in this Agreement, and Modifications issued after execution of this Agreement, all of which form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, the Contract Documents will also include the documents described in Section 2.2.4 and identified in the Guaranteed Maximum Price Amendment and revisions prepared by the Consultant and furnished by the Owner as described in Section 2.2.9. The

Contract represents the entire and integrated agreement between the parties hereto and supersedes prior negotiations, representations or agreements, either written or oral. If anything in the other Contract Documents, other than a Modification, is inconsistent with this Agreement, this Agreement shall govern.

ARTICLE 2 CONSTRUCTION MANAGER'S RESPONSIBILITIES

The Construction Manager shall perform the services described in this Article. The services to be provided under Sections 2.1 and 2.2 constitute the Preconstruction Phase services. If the Owner and Construction Manager agree, after consultation with the Consultant, the Construction Phase may commence before the Preconstruction Phase is completed, in which case both phases will proceed concurrently.

2.1 PRECONSTRUCTION PHASE – PHASE ONE SERVICES

2.1.1 PRELIMINARY EVALUATION: The Construction Manager shall provide a preliminary evaluation of the Owner's program and Project budget requirements, each in terms of the other.

2.1.2 CONSULTATION: The Construction Manager with the Consultant shall jointly schedule and attend regular meetings with the Owner. The Construction Manager shall consult with the Owner and Consultant regarding site use and improvements and the selection of materials, building systems and equipment. The Construction Manager shall provide recommendations on construction feasibility; actions designed to minimize adverse effects of labor or material shortages; time requirements for procurement, installation and construction completion; and factors related to construction cost, including estimates of alternative designs or materials, preliminary budgets and possible economies.

2.1.3 PRELIMINARY PROJECT SCHEDULE: When Project requirements described in Section 3.1.1 have been sufficiently identified, the Construction Manager shall prepare, and periodically update, a preliminary Project schedule for the Consultant's review and the Owner's approval. The Construction Manager shall obtain the Consultant's approval of the portion of the preliminary Project schedule relating to the performance of the Consultant's services. The Construction Manager shall coordinate and integrate the preliminary Project schedule with the services and activities of the Owner, Consultant and Construction Manager. As design proceeds, the preliminary Project schedule shall be updated to indicate proposed activity sequences and durations, milestone dates for receipt and approval of pertinent information, submittal of a Guaranteed Maximum Price proposal, preparation and processing of shop drawings and samples, delivery of materials or equipment requiring long-lead-time procurement, Owner's occupancy requirements showing portions of the Project having occupancy priority, and proposed date of Substantial Completion. If preliminary Project schedule updates indicate that previously approved schedules may not be met, the Construction Manager shall make appropriate recommendations to the Owner and Consultant.

2.1.4 PHASED CONSTRUCTION: The Construction Manager shall make recommendations to the Owner and Consultant regarding the phased issuance of Drawings and Specifications to facilitate phased construction of the Work, if such phased construction is appropriate for the Project, taking into consideration such factors as economies, time of performance, availability of labor and materials, and provisions for temporary facilities.

2.1.5 PRELIMINARY COST ESTIMATES:

2.1.5.1 (Not Applicable Here) - When the Owner has sufficiently identified the Project requirements and the Consultant has prepared other basic design criteria, the Construction Manager shall prepare, for the review of the Consultant and approval of the Owner, a preliminary cost estimate utilizing area, volume or similar conceptual estimating techniques.

2.1.5.2 (Not Applicable Here) When Schematic Design Documents have been prepared by the Consultant and approved by the Owner, the Construction Manager shall prepare, for the review of the Consultant and approval of the Owner, a more detailed estimate with supporting data. During the preparation of the Design Development Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Consultant and Construction Manager.

2.1.5.3 When Design Development Documents have been prepared by the Consultant and approved by the Owner, the Construction Manager shall prepare a detailed estimate with supporting data for review by the Consultant and approval by the Owner. During the preparation of the Construction Documents, the Construction Manager shall update and refine this estimate at appropriate intervals agreed to by the Owner, Consultant and Construction Manager.

2.1.5.4 If any estimate submitted to the Owner exceeds previously approved estimates or the Owner's budget, the Construction Manager shall make appropriate recommendations to the Owner and Consultant.

2.1.6 SUBCONTRACTORS AND SUPPLIERS: The Construction Manager shall seek to develop subcontractor interest in the Project. Subcontractors and suppliers shall be selected and contracts let in strict accordance with the provisions of the Oklahoma Public Competitive Bidding Act, 61 O.S. § 101, et seq. (the "Act"). The Construction Manager represents and warrants to the Owner that: (1) the Construction Manager has sufficient experience with the requirements of the Act to effectively and efficiently solicit and receive bids from potential Subcontractors; (2) the Construction Manager will review all proposed contract documents, bidding materials, including bid notices, and bids received from potential Subcontractors for compliance with the Act; and (3) the Construction Manager will verify that all Work performed under the Contract Documents is performed in accordance with the provisions of the Act. Construction Manager may elect to self-perform portions of the Work provided that the Construction Manager competitively bids the Work under the same terms and conditions as other bidders and the Construction Manager is the lowest responsible bidder for that trade scope of work. All bids shall be made and received in accordance with the provisions of the Act.

2.1.7 LONG-LEAD-TIME ITEMS: The Construction Manager shall recommend to the Owner and Consultant a schedule for procurement of long-lead-time items which will constitute part of the Work as required to meet the Project schedule. If such long-lead-time items are procured by the Owner, they shall be procured on terms and conditions acceptable to the Construction Manager. Upon the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal, all contracts for such items shall be assigned by the Owner to the Construction Manager, who shall accept responsibility for such items as if procured by the Construction Manager. The Construction Manager shall expedite the delivery of long-lead-time items.

2.1.8 EXTENT OF RESPONSIBILITY: The Construction Manager does not warrant or guarantee estimates and schedules except as may be included as part of the Guaranteed Maximum Price. The recommendations and advice of the Construction Manager concerning design alternatives shall be subject to the review and approval of the Owner and the Owner's professional consultants. It is not the Construction Manager's responsibility to ascertain that the Drawings and Specifications are in accordance with applicable laws, statutes, ordinances, building codes, rules and regulations. However, if the Construction Manager recognizes that portions of the Drawings and Specifications are at variance therewith, the Construction Manager shall promptly notify the Consultant and Owner in writing.

2.1.9 EQUAL EMPLOYMENT OPPORTUNITY AND AFFIRMATIVE ACTION: The Construction Manager shall comply with applicable laws, regulations and special requirements of the Contract Documents regarding equal employment opportunity and affirmative action programs.

2.2 GUARANTEED MAXIMUM PRICE PROPOSAL AND CONTRACT TIME

2.2.1 When the Drawings and Specifications are sufficiently complete, and after the award of subcontracts to subcontractors, the Construction Manager shall propose a Guaranteed Maximum Price, which shall be the sum of all subcontracts, lump sum self-perform amounts, including allowances and contingencies described in Section 2.2.3, the General Conditions, and the Construction Manager's Fee.

2.2.2 The Guaranteed Maximum Price proposal shall include the Project contingency, a sum established by the Owner for the Owner's exclusive use to cover costs which are properly reimbursable as Cost of the Work but not the basis for a Change Order. The Owner and the Construction Manager acknowledge that the Project contingency is included in the Guaranteed Maximum Price proposal for costs, which have not been taken into precise account in the establishment of the Guaranteed Maximum Price, including, but not limited to those resulting from:

- (1) scope gaps between Subcontractors;
- (2) costs due to Subcontractor failure that are not paid under applicable bonds or subcontractor default insurance;
- (3) excess costs due to major weather events;
- (4) damage to the Work not recoverable from another party or insurance policy; or
- (5) any other increase in the Cost of the Work due to an unforeseen event or occurrence that is not under the Construction Manager's control.

The Project contingency may be applied by the Construction Manager to any item of cost described above or as defined by the Cost of the Work without the necessity of a modification, without constituting a change in the Work, and without resulting in any change in the Guaranteed Maximum Price. The Construction Manager shall advise the Consultant and the Owner in writing and acquire written acceptance prior to applying a part of the Project contingency as allowed by the Contract Documents.

2.2.3 BASIS OF GUARANTEED MAXIMUM PRICE: The Construction Manager shall include with the Guaranteed Maximum Price proposal a written statement of its basis, which shall include:

2.2.3.1 A list of the Drawings and Specifications, including all addenda thereto and the Conditions of the Contract, which were used in preparation of the Guaranteed Maximum Price proposal.

2.2.3.2 A list of allowances and a statement of their basis.

2.2.3.3 A list of the clarifications and assumptions made by the Construction Manager in the preparation of the Guaranteed Maximum Price proposal to supplement the information contained in the Drawings and Specifications.

2.2.3.4 The proposed Guaranteed Maximum Price, including a statement of the estimated cost organized by trade categories, allowances, contingency, General Conditions, and other items and the Fee that comprise the Guaranteed Maximum Price.

2.2.3.5 The Date of Substantial Completion upon which the proposed Guaranteed Maximum Price is based, and a schedule of the Construction Documents issuance dates upon which the date of Substantial Completion is based.

2.2.3.6 A date by which the Owner must accept the Guaranteed Maximum Price

2.2.4 The Construction Manager shall meet with the Owner and Consultant to review the Guaranteed Maximum Price proposal and the written statement of its basis. In the event that the Owner or Consultant discover any inconsistencies or inaccuracies in the information presented, they shall promptly notify the Construction Manager, who shall make appropriate adjustments to the Guaranteed Maximum Price proposal, its basis, or both.

2.2.5 Unless the Owner accepts the Guaranteed Maximum Price proposal in writing on or before the date specified in the proposal for such acceptance and so notifies the Construction Manager, the Guaranteed Maximum Price proposal shall not be effective without written acceptance by the Construction Manager.

2.2.6 Prior to the Owner's acceptance of the Construction Manager's Guaranteed Maximum Price proposal and issuance of a Notice to Proceed, the Construction Manager shall not incur any cost to be reimbursed as part of the Cost of the Work, except as the Owner may specifically authorize in writing.

2.2.7 Upon acceptance by the Owner of the Guaranteed Maximum Price proposal, the Guaranteed Maximum Price and its basis shall be set forth in Amendment No. 1. The Guaranteed Maximum Price shall be subject to additions and deductions by a change in the Work as provided in the Contract Documents, and the Date of Substantial Completion shall be subject to adjustment as provided in the Contract Documents.

2.2.8 The Owner shall authorize and cause the Consultant to revise the Drawings and Specifications to the extent necessary to reflect the agreed-upon assumptions and clarifications contained in Amendment No. 1. Such revised Drawings and Specifications shall be furnished to the Construction Manager in accordance with schedules agreed to by the Owner, Consultant and Construction Manager. The Construction Manager shall promptly notify the Consultant and Owner if such revised Drawings and Specifications are inconsistent with the agreed-upon assumptions and clarifications.

2.2.9 The Guaranteed Maximum Price shall include in the Cost of the Work only those taxes which are enacted at the time the Guaranteed Maximum Price is established. The Owner may request that the Construction Manager assist with reviewing subcontractor invoices to verify that purchases are for the Project.

2.3 CONSTRUCTION PHASE – PHASE TWO SERVICES

2.3.1 GENERAL: The Construction Phase shall commence on the Owner's acceptance of the Guaranteed Maximum Price proposal and the issuance of a Notice to Proceed or Work Order.

2.3.2 ADMINISTRATION

2.3.2.1 The Construction Manager shall solicit bids for all portions of the Work including portions that the Construction Manager customarily performs with the Construction Manager's own personnel. The Construction Manager shall solicit bids from subcontractors and from suppliers of materials or equipment fabricated especially for the Work in accordance with the mandatory provisions of the Act. The Construction Manager shall not be required to contract with anyone to whom the Construction Manager has reasonable objection.

2.3.2.2 If the Guaranteed Maximum Price has been established and a specific bidder (1) is recommended to the Owner by the Construction Manager; (2) is qualified to perform that portion of the Work; and (3) has submitted a bid which conforms to the requirements of the Contract Documents without reservations or exceptions, but the Owner requires that another bid be accepted, then the Construction Manager may require that a change in the Work be issued to adjust the Contract Time and the Guaranteed Maximum Price by the difference between the bid of the person or entity recommended to the Owner by the

Construction Manager and the amount of the subcontract or other agreement actually signed with the person or entity designated by the Owner.

2.3.2.3 Subcontracts and agreements with suppliers furnishing materials or equipment fabricated to a special design shall conform to the payment provisions of Sections 7.1.8.

2.3.2.4 After all the subcontracts are awarded, the owner and the Construction Manager may agree to convert the Guaranteed Maximum Price to a Lump Sum Price.

2.3.2.5 The Construction Manager shall schedule and conduct meetings at which the Owner, Consultant, Construction Manager and appropriate Subcontractors can discuss the status of the Work. The Construction Manager shall prepare and promptly distribute meeting minutes.

2.3.2.6 Promptly after the Owner's acceptance of the Guaranteed Maximum Price proposal, the Construction Manager shall prepare a schedule in accordance with the City of Norman General Provisions Document, including the Owner's occupancy requirements.

2.3.2.7 The Construction Manager shall provide monthly written reports to the Owner and Consultant on the progress of the entire Work. The Construction Manager shall maintain a daily log containing a record of weather, Subcontractors working on the site, number of workers, Work accomplished, problems encountered and other similar relevant data as the Owner may reasonably require. The log shall be available to the Owner and Consultant.

2.3.2.8 The Construction Manager shall develop a system of cost control for the Work, including regular monitoring of actual costs for activities in progress and estimates for uncompleted tasks and proposed changes. The Construction Manager shall identify variances between actual and estimated costs and report the variances to the Owner and Consultant at regular intervals.

2.4 PROFESSIONAL SERVICES: Section 4, "Administration of the Contract", of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.

2.5 HAZARDOUS MATERIALS: Section 10 of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.

ARTICLE 3 OWNER'S RESPONSIBILITIES

3.1 INFORMATION AND SERVICES

3.1.1 The Owner shall provide full information in a timely manner regarding the requirements of the Project, including a program which sets forth the Owner's objectives, constraints and criteria, including space requirements and relationships, flexibility and expandability requirements, special equipment and systems, and site requirements.

3.1.2 Reserved.

3.1.3 The Owner shall establish and update an overall budget for the Project, based on consultation with the Construction Manager and Consultant, which shall include contingencies for changes in the Work and other costs which are the responsibility of the Owner.

3.1.4 STRUCTURAL AND ENVIRONMENTAL TESTS, SURVEYS AND REPORTS: In the Preconstruction Phase, the Owner shall furnish the following with reasonable promptness and at the Owner's expense. Except to the extent that the Construction Manager knows of any inaccuracy, the Construction Manager shall be entitled to rely upon the accuracy of any such information, reports, surveys, drawings and tests described in Sections 3.1.4.1 through 3.1.4.4 but shall exercise customary precautions relating to the performance of the Work.

3.1.4.1 Reports, surveys, drawings and tests concerning the conditions of the site.

3.1.4.2 Surveys describing physical characteristics, legal limitations and utility locations for the site of the Project, and a written legal description of the site. The surveys and legal information shall include, as applicable, grades and lines of streets, alleys, pavements and adjoining property and structures; adjacent drainage; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and necessary data pertaining to existing buildings, other improvements and trees; and information concerning available utility services and lines, both public and private, above and below grade, including inverts and depths. All information on the survey shall be referenced to a project benchmark.

3.1.4.3 The services of a geotechnical engineer when such services are requested by the Construction Manager. Such services may include but are not limited to test borings, test pits, determinations of soil bearing values, percolation tests, evaluations of hazardous materials, ground corrosion and resistivity tests, including necessary operations for anticipating subsoil conditions, with reports and appropriate professional recommendations.

3.1.4.4 Structural, mechanical, chemical, air and water pollution tests, tests for hazardous materials, and other laboratory and environmental tests, inspections and reports which are required by law.

3.1.4.5 The services of other consultants when such services are reasonably required by the scope of the Project and are requested by the Construction Manager.

3.2 OWNER'S DESIGNATED REPRESENTATIVE: The Owner shall designate in writing a representative who shall have express authority to bind the Owner with respect to all matters requiring the Owner's approval or authorization. This representative shall have the authority to make decisions on behalf of the Owner concerning estimates and schedules, construction budgets, and changes in the Work, and shall render such decisions promptly and furnish information expeditiously, so as to avoid unreasonable delay in the services or Work of the Construction Manager. Except as otherwise provided in the City of Norman General Provisions Document, the Consultant does not have such authority.

3.3 CONSULTANT: The Owner shall retain a Consultant to provide Basic Services, including normal structural, mechanical and electrical engineering services, other than cost estimating services, requested by the Construction Manager which must necessarily be provided by the Consultant for the Preconstruction and Construction Phases of the Work. Such services shall be provided in accordance with time schedules agreed to by the Owner, Consultant and Construction Manager. Upon request of the Construction Manager, the Owner shall furnish to the Construction Manager a copy of the Owner's Agreement with the Consultant, from which compensation provisions may be deleted.

3.4 LEGAL REQUIREMENTS: The Owner shall determine and advise the Consultant and Construction Manager of any special legal requirements relating specifically to the Project which differ from those generally applicable to construction in the jurisdiction of the Project. The Owner shall furnish such legal services as are necessary to provide the information and services required under Section 3.1.

ARTICLE 4 COMPENSATION AND PAYMENTS FOR PRECONSTRUCTION PHASE SERVICES

The Owner shall compensate and make payments to the Construction Manager for Preconstruction Phase services as follows:

4.1 COMPENSATION: For the services described in Sections 2.1 and 2.2, the Construction Manager's compensation shall be calculated as follows:

4.1.1 Pre-Construction Services: *(insert method and amount, use multiple entries if necessary):*

Lump sum \$32,250 for eight months of Pre-Con. For each additional month, add \$4,031.25/month.

4.2 PAYMENTS: Payments shall be made monthly following presentation of the Construction Manager's invoice and shall be in proportion to services performed.

Payments are due and payable thirty (30) days from the date the Construction Manager's invoice is received by the Owner.

ARTICLE 5 COMPENSATION FOR CONSTRUCTION PHASE SERVICES

The Owner shall compensate the Construction Manager for Construction Phase services as follows:

5.1 COMPENSATION: For the Construction Manager's performance of the Work as described in Section 2.3, the Owner shall pay the Construction Manager in current funds the Contract Sum consisting of the Cost of the Work as defined in Article 7 and the Construction Manager's Fee determined as follows:

5.1.1 Construction Services: *(insert method and amount, use multiple entries if necessary):*

3.65% of the total Guaranteed Maximum Price

5.1.2 General Conditions (Reimbursable Costs): Refer to Attachment. *(insert method and amount, use multiple entries if necessary):*

The Owner and Construction Manager have agreed to a "General Conditions" cost that shall be included in the Guaranteed Maximum Price as part of the Cost of the Work, and shall include all costs of Construction Manager's supervisory and administrative personnel including all associated costs of insurance, taxes, benefits, vehicle allowances, cell phones, radios, telecommunications, computers, software, other miscellaneous office costs, office trailer rental, office utilities, and any other costs required to maintain a construction office on-site for a monthly lump sum amount of **to be determined in GMP Amendment** for the **to be determined in GMP**

Amendment month duration of the Project through Final Completion. The monthly lump sum amount may be prorated for part of a calendar month at the commencement of construction and applied accordingly should the Project Schedule be impacted beyond the Construction Manager's control.

5.2 GUARANTEED MAXIMUM PRICE: The sum of the Cost of the Work, General Conditions, and the Construction Manager's Fee are guaranteed by the Construction Manager not to exceed the amount provided in Amendment No. 1, subject to additions and deductions by changes in the Work as provided in the Contract Documents. Such maximum sum as adjusted by approved changes in the Work is referred to in the Contract Documents as the Price. Costs which would cause the Guaranteed Maximum Price to be exceeded shall be paid by the Construction Manager without reimbursement by the Owner.

5.3 CHANGES IN THE WORK

5.3.1 Adjustments to the Guaranteed Maximum Price on account of changes in the Work subsequent to the execution of Amendment No. 1 may be determined by any of the methods listed in the City of Norman General Provisions Document.

5.3.2 In calculating adjustments to subcontracts (except those awarded with the Owner's prior consent on the basis of cost plus a fee), the terms "cost" and "fee" as used in the City of Norman General Provisions Document and the terms "costs" and "a reasonable allowance for overhead and profit" as used in the City of Norman General Provisions Document shall have the meanings assigned to them in that document and shall not be modified by this Article 5. Adjustments to subcontracts awarded with the Owner's prior consent on the basis of cost plus a fee shall be calculated in accordance with the terms of those subcontracts.

5.3.3 In calculating adjustments to the Contract, the terms "cost" and "costs" as used in the above-referenced provisions of the City of Norman General Provisions Document shall mean the Cost of the Work as defined in Article 6 of this Agreement, and the term "and a reasonable allowance for overhead and profit" shall mean the Construction Manager's Fee as defined in Section 5.1.1 of this Agreement.

5.3.4 If no specific provision is made in Section 5.1.1 for adjustment of the Construction Manager's Fee in the case of changes in the Work, or if the extent of such changes is such, in the aggregate, that application of the adjustment provisions of Section 5.1.1 will cause substantial inequity to the Owner or Construction Manager, the Construction Manager's Fee shall be equitably adjusted on the basis of the Fee established for the original Work.

5.3.5 Prior to the beginning of the Construction Phase, all parties will agree to the percent markup for Overhead and Profit, to be implemented in the event there are changes to the work

ARTICLE 6 COST OF THE WORK FOR CONSTRUCTION PHASE

6.1 COSTS TO BE REIMBURSED

6.1.1 The term "Cost of the Work" shall mean costs necessarily incurred by the Construction Manager in the proper performance of the Work. Such costs shall be at rates not higher than those customarily paid at the place of the Project except with prior consent of the Owner. The Cost of the Work shall include only the items set forth in this Article 6.

6.1.2 LABOR COSTS

6.1.2.1 Wages of construction workers directly employed by the Construction Manager to perform the construction of the Work at the site or, with the Owner's written agreement, at off-site workshops.

6.1.2.2 Wages or salaries of the Construction Manager's supervisory and administrative personnel are included in the General Conditions and shall not be charged separately as part of labor costs.

6.1.2.3 Wages and salaries of the Construction Manager's supervisory or administrative personnel engaged, at factories, workshops or on the road, in expediting the production or transportation of materials or equipment required for the Work, but only for that portion of their time required for the Work are included in the General Conditions and shall not be charged separately as part of labor costs.

6.1.2.4 Costs paid or incurred by the Construction Manager for taxes, insurance, contributions, assessments and benefits required by law or collective bargaining agreements, and, for personnel not covered by such agreements, customary benefits such as sick leave, medical and health benefits, holidays, vacations and pensions, provided that such costs are based on wages and salaries included in the Cost of the Work under Sections 6.1.2.1 through 6.1.2.3.

6.1.3 SUBCONTRACT AND SELF-PERFORM COSTS: Payments are due or made by the Construction Manager to Subcontractors in accordance with the requirements of the subcontracts awarded pursuant to the Act and payments due to the Construction Manager for any self-performed portions of the Work.

6.1.4 COSTS OF MATERIALS AND EQUIPMENT INCORPORATED IN THE COMPLETED CONSTRUCTION

6.1.4.1 Costs, including transportation, of materials and equipment incorporated or to be incorporated in the completed construction.

6.1.4.2 Costs of materials described in the preceding Section 6.1.4.1 in excess of those actually installed but required to provide reasonable allowance for waste and for spoilage. Unused excess materials, if any, shall be handed over to the Owner at the completion of the Work or, at the Owner's option, shall be sold by the Construction Manager; amounts realized, if any, from such sales shall be credited to the Owner as a deduction from the Cost of the Work.

6.1.5 COSTS OF OTHER MATERIALS AND EQUIPMENT, TEMPORARY FACILITIES AND RELATED ITEMS

6.1.5.1 Costs, including transportation, installation, maintenance, dismantling and removal of materials, supplies, temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site and fully consumed in the performance of the Work; and cost less salvage value on such items if not fully consumed, whether sold to others or retained by the Construction Manager. Cost for items previously used by the Construction Manager shall mean fair market value.

6.1.5.2 Rental charges for temporary facilities, machinery, equipment, and hand tools not customarily owned by the construction workers, which are provided by the Construction Manager at the site, whether rented from the Construction Manager or others, and costs of transportation, installation, minor repairs and replacements, dismantling and removal thereof. Rates and quantities of equipment rented shall be one hundred percent (100%) of current edition of the "AED Green Book" standard rates for company owned equipment and actual charges for rented equipment from outside sources.

6.1.5.3 Costs of removal of debris from the site and its proper and legal disposal.

6.1.5.4 Reproduction costs within the Construction Manager's office on site, costs of telegrams, facsimile transmissions and long-distance telephone calls, postage and express delivery charges, telephone at the site and reasonable petty cash expenses of the site office are included in the monthly General Conditions costs and shall not be charged separately as part of temporary facilities costs.

6.1.5.5 That portion of the reasonable travel and subsistence expenses of the Construction Manager's personnel incurred while traveling in discharge of duties connected with the Work.

6.1.5.6 Costs of materials and equipment suitably stored off the site at a mutually acceptable location, subject to the Owner's prior approval.

6.1.6 MISCELLANEOUS COSTS

6.1.6.1 That portion directly attributable to this Contract of premiums for insurance and bonds at fixed rates agreed to by the Owner. Self-insurance for either the full or partial amounts of the coverages required by the Contract Documents, with the Owner's prior approval.

6.1.6.2 Sales, use or similar taxes imposed by a governmental authority which are related to any portion of the Work that is not subject to the Owner's tax status and for which the Construction Manager is liable.

6.1.6.3 Fees and assessments for the building permit and for other permits, licenses and inspections for which the Construction Manager is required by the Contract Documents to pay.

6.1.6.4 Fees of testing laboratories for tests required by the Contract Documents, except those related to nonconforming Work other than that for which payment is permitted by Section 6.1.8.2.

6.1.6.5 Royalties and license fees paid for the use of a particular design, process or product required by the Contract Documents; the cost of defending suits or claims for infringement of patent or other intellectual property rights arising from such requirement by the Contract Documents; payments made in accordance with legal judgments against the Construction Manager resulting from such suits or claims and payments of settlements made with the Owner's consent; provided, however, that such costs of legal defenses, judgment and settlements shall not be included in the calculation of the Construction Manager's Fee or the Guaranteed Maximum Price and provided that such royalties, fees and costs are not excluded by the last sentence of the City of Norman General Provisions Document or other provisions of the Contract Documents.

6.1.6.6 Data processing costs related to the Work.

6.1.6.7 Deposits lost for causes other than the Construction Manager's negligence or failure to fulfill a specific responsibility to the Owner set forth in this Agreement.

6.1.6.8 Legal, mediation and arbitration costs, other than those arising from disputes between the Owner and Construction Manager, reasonably incurred by the Construction Manager in the performance of the Work and with the Owner's written permission, which permission shall not be unreasonably withheld.

6.1.7 OTHER COSTS: Other costs incurred in the performance of the Work if and to the extent approved in advance in writing by the Owner.

6.1.8 EMERGENCIES AND REPAIRS TO DAMAGED OR NONCONFORMING WORK: The Cost of the Work shall also include costs described in Section 6.1.1 which are incurred by the Construction Manager:

6.1.8.1 In taking action to prevent threatened damage, injury or loss in case of an emergency affecting the safety of persons and property, as provided in the City of Norman General Provisions Document.

6.1.8.2 In repairing or correcting damaged or nonconforming Work executed by the Construction Manager or the Construction Manager's Subcontractors or suppliers, provided that such damaged or nonconforming Work was not caused by the negligence or failure to fulfill a specific responsibility to the Owner set forth in this agreement of the Construction Manager or the Construction Manager's foremen, engineers or superintendents, or other supervisory, administrative or managerial personnel of the Construction Manager, or the failure of the Construction Manager's personnel to supervise adequately the Work of the Subcontractors or suppliers, and only to the extent that the cost of repair or correction is not recoverable by the Construction Manager from insurance, Subcontractors or suppliers.

6.1.9 The costs described in Sections 6.1.1 through 6.1.8 shall be included in the Cost of the Work notwithstanding any provision of the City of Norman General Provisions Document.

6.1.10 Other Conditions of the Contract which may require the Construction Manager to pay such costs, unless such costs are excluded by the provisions of Section 6.2.

6.2 COSTS NOT TO BE REIMBURSED: The Cost of the Work shall not include:

6.2.1 Salaries and other compensation of the Construction Manager's personnel stationed at the Construction Manager's principal office or offices other than the site office, except as specifically provided in Sections 6.1.2.2 and 6.1.2.3.

6.2.2 Expenses of the Construction Manager's principal office and offices other than the site office, except as specifically provided in Section 6.1.

6.2.3 Overhead and general expenses, except as may be expressly included in Section 6.1.

6.2.4 The Construction Manager's capital expenses, including interest on the Construction Manager's capital employed for the Work.

6.2.5 Rental costs of machinery and equipment, except as specifically provided in Section 6.1.5.2.

6.2.6 Except as provided in Section 6.1.8.2, costs due to the negligence of the Construction Manager or to the failure of the Construction Manager to fulfill a specific responsibility to the Owner set forth in this Agreement.

6.2.7 Costs incurred in the performance of Preconstruction Phase Services.

6.2.8 Except as provided in Section 6.1.7, any cost not specifically and expressly described in Section 6.1.

6.2.9 Costs which would cause the Guaranteed Maximum Price to be exceeded.

6.3 DISCOUNTS, REBATES AND REFUNDS

6.3.1 Cash discounts obtained on payments made by the Construction Manager shall accrue to the Owner if (1) before making the payment, the Construction Manager included them in an Application for Payment and received payment therefor from the Owner, or (2) the Owner has deposited funds with the Construction Manager with which to make payments; otherwise, cash discounts shall accrue to the Construction Manager. Trade discounts, rebates, refunds and amounts received from sales of surplus materials and equipment shall accrue to the Owner, and the Construction Manager shall make provisions so that they can be secured.

6.3.2 Amounts which accrue to the Owner in accordance with the provisions of Section 6.3.1 shall be credited to the Owner as a deduction from the Cost of the Work.

6.4 ACCOUNTING RECORDS AND AUDITS

6.4.1 The Construction Manager shall keep full and detailed accounts and exercise such controls as may be necessary for proper financial management under this Contract; the accounting and control systems shall be satisfactory to the Owner. The Owner and the Owner's accountants shall be afforded access to the Construction

Manager's records, books, correspondence, instructions, drawings, receipts, subcontracts, purchase orders, vouchers, memoranda and other data relating to this Project, and the Construction Manager shall preserve these for a period of three years after final payment, or for such longer period as may be required by law.

6.4.2 As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting any contract with the Owner and subject to execution of a mutually acceptable non-disclosure agreement by the Construction Manager, the Owner and the Owner's auditors, the Construction Manager agrees any pertinent City, State, or Federal agency will have the right to examine and audit all records relevant to execution of the resultant contract. If an audit, litigation, or other action involving such records, are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later. The Owner agrees that (i) lump sum amounts for General Conditions, lump sum amounts for self-perform work, Construction Manager's Lump Sum Price (if the Guaranteed Maximum Price is converted to a Lump Sum Price), subcontractor lump subcontract amounts, rates, multipliers and other fixed percentages and amounts it has agreed that the Construction Manager may charge as a Cost of the Work are subject to the Owner's audit rights only for the Owner to confirm that such lump sum amounts, rates, multipliers, percentages or amounts have been charged by the Construction Manager in accordance with the Contract Documents, and (ii) the composition of such rates, multipliers, percentages or amounts is not subject to audit by the Owner or the Owner's auditors.

ARTICLE 7 CONSTRUCTION PHASE

7.1 PROGRESS PAYMENTS

7.1.1 Based upon Applications for Payment submitted to the Consultant and Owner by the Construction Manager and Certificates for Payment issued by the Consultant, the Owner shall make progress payments on account of the Contract Sum to the Construction Manager as provided below and elsewhere in the Contract Documents.

7.1.2 The period covered by each Application for Payment shall be one calendar month ending on the last day of the month, or as a mutually agreed upon by all parties.

7.1.3 Provided an Application for Payment is received by the Consultant not later than the first (1st) day of a month, the Owner shall make payment to the Construction Manager not later than as required by state statutes.

7.1.4 Each Application for Payment shall be based upon the most recent schedule of values submitted by the Construction Manager in accordance with the Contract Documents. The schedule of values shall allocate the entire Guaranteed Maximum Price among the various portions of the Work, except that the Construction Manager's Fee shall be shown as a single separate item. The schedule of values shall be prepared in such form and supported by such data to substantiate its accuracy as the Consultant or Owner may require. This schedule, unless objected to by the Consultant or the Owner, shall be used as a basis for reviewing the Construction Manager's Applications for Payment.

7.1.5 Applications for Payment shall show the percentage completion of each portion of the Work as of the end of the period covered by the Application for Payment. The percentage completion shall be the lesser of (1) the percentage of that portion of the Work which has actually been completed or (2) the percentage obtained by dividing (a) the expense which has actually been incurred by the Construction Manager on account of that portion of the Work for which the Construction Manager has made or intends to make actual payment prior to the next Application for Payment by (b) the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values.

7.1.6 Subject to other provisions of the Contract Documents, the amount of each progress payment shall be computed as follows:

7.1.6.1 Take that portion of the Guaranteed Maximum Price properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Guaranteed Maximum Price allocated to that portion of the Work in the schedule of values. Pending final determination of cost to the Owner of changes in the Work, amounts not in dispute may be included as provided in the City of Norman General Provisions Document even though the Guaranteed Maximum Price has not yet been adjusted by Change Order.

7.1.6.2 Add that portion of the Lump Sum Price properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing.

7.1.6.3 Add the Construction Manager's Fee, less retainage of five percent (5%). The Construction Manager's Fee shall be computed upon the Cost of the Work described in the two preceding Sections at the rate stated in Section 5.1.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, shall be an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work in the two preceding Sections bears to a reasonable estimate of the probable Cost of the Work upon its completion.

7.1.6.4 Subtract the aggregate of previous payments made by the Owner.

7.1.6.5 Subtract the shortfall, if any, indicated by the Construction Manager in the documentation required by Section 7.1.4 to substantiate prior Applications for Payment, or resulting from errors subsequently discovered by the Owner's accountants in such documentation.

7.1.6.6 Subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided in the City of Norman General Provisions Document.

7.1.7 Reserved

7.1.8 Payments to Subcontractors shall be subject to retention in accordance with the City of Norman General Provisions Document, General Conditions of the Construction Contract. The Owner and the Construction Manager shall agree upon a mutually acceptable procedure for review and approval of payments and retention for subcontracts.

7.1.9 In taking action on the Construction Manager's Applications for Payment, the Consultant shall be entitled to rely on the accuracy and completeness of the information furnished by the Construction Manager and shall not be deemed to represent that the Consultant has made a detailed examination, audit or arithmetic verification of the documentation submitted in accordance with Section 7.1.4 or other supporting data, that the Consultant has made exhaustive or continuous on-site inspections or that the Consultant has made examinations to ascertain how or for what purposes the Construction Manager has used amounts previously paid on account of the Contract. Such examinations, audits and verifications, if required by the Owner, will be performed by the Owner's accountants acting in the sole interest of the Owner.

7.2 FINAL PAYMENT

7.2.1 Final payment shall be made by the Owner to the Construction Manager when (1) the Contract has been fully performed by the Construction Manager except for the Construction Manager's responsibility to correct nonconforming Work, as provided in the City of Norman General Provisions Document, and to satisfy other requirements, if any, which necessarily survive final payment; (2) a final Application for Payment and a final accounting for the Cost of the Work have been submitted by the Construction Manager and reviewed by the Owner; and (3) a final Certificate for Payment has then been issued by the Consultant and approved by the Owner; such final payment shall be made by the Owner not more than 30 days after the issuance of the Consultant's final Certificate for Payment and the Owner's approval.

7.2.2 The amount of the final payment shall be calculated as follows:

7.2.2.1 Take the sum of the Cost of the Work substantiated by the Construction Manager's final accounting and the Construction Manager's Fee, but not more than the Guaranteed Maximum Price.

7.2.2.2 Subtract amounts, if any, for which the Consultant withholds, in whole or in part, a final Certificate for Payment as provided in the City of Norman General Provisions Document or other provisions of the Contract Documents.

7.2.2.3 Subtract the aggregate of previous payments made by the Owner.

7.2.3 The Owner will review the Construction Manager's final accounting within 30 days after delivery of the final accounting to the Consultant by the Construction Manager. Based upon such Cost of the Work as the Owner determines to be substantiated by the Construction Manager's final accounting, and provided the other conditions of Section 7.2.1 have been met, the Consultant will, within seven days after the Owner's approval of the final Cost of the Work, either issue to the Owner a final Certificate for Payment with a copy to the Construction Manager or notify the Construction Manager and Owner in writing of the Consultant's reasons for withholding a certificate as provided in Section 9.5.1 of the City of Norman General Provisions Document. The time periods stated in this Section 7.2 supersede those stated in Section 9.4.1 of the City of Norman General Provisions Document.

7.2.4 If the Cost of the Work as substantiated by the Construction Manager's final accounting to be less than claimed by the Construction Manager, the Construction Manager shall be entitled to proceed in accordance with Article 9 without a further decision of the Consultant. All claims of any disputed amount shall be submitted in accordance with Section 4.4 of the City of Norman General Provisions Document, and shall be made by the Construction Manager within 60 days after the Construction Manager's receipt of a copy of the Consultant's final Certificate for Payment. Failure to make such demand within this 60-day period shall result in the substantiated

amount reported by the Owner becoming binding on the Construction Manager. Pending a final resolution of the disputed amount, the Owner shall pay the Construction Manager the amount certified in the Consultant's final Certificate for Payment.

7.2.5 If, subsequent to final payment and at the Owner's request, the Construction Manager incurs costs described in Section 6.1 and not excluded by Section 6.2 (1) to correct nonconforming Work or (2) arising from the resolution of disputes, the Owner shall reimburse the Construction Manager such costs and the Construction Manager's Fee, if any, related thereto on the same basis as if such costs had been incurred prior to final payment, but not in excess of the Guaranteed Maximum Price.

ARTICLE 8 INSURANCE AND BONDS

8.1 INSURANCE REQUIRED OF THE CONSTRUCTION MANAGER: During both phases of the Project, the Construction Manager shall purchase and maintain insurance as set forth in Section 11 of the City of Norman General Provisions Document. Such insurance shall be written for not less than the following limits, or greater if required by law:

8.1.1 Workers' Compensation and Employers' Liability meeting statutory limits mandated by state and federal laws.

8.1.2 Commercial General Liability including coverage for Premises-Operations, Independent Contractors' Protective, Products-Completed Operations, Contractual Liability, Personal Injury and Broad Form Property Damage (including coverage for Explosion, Collapse and Underground hazards):

Each Occurrence: \$300,000.00
General Aggregate: \$1,000,000 minimum

8.1.2.1 The policy shall be endorsed to have the General Aggregate apply to this Project only.

8.1.2.2 Builder's Risk Insurance

8.1.3 Automobile Liability (owned, non-owned and hired vehicles), \$50,000/\$100,000, for bodily injury and property damage.

8.2 BONDS

8.2.1 The Construction Manager shall furnish performance, statutory and maintenance bonds covering faithful performance of the Contract, payment of obligations arising thereunder and defective materials or workmanship. Bonds shall be included in the Cost of the Work. The amount of each bond shall be equal to One Hundred percent (100%) of the Contract Sum.

8.2.2 The Construction Manager shall deliver the required bonds to the Owner at least three days before the commencement of any Work at the Project site.

ARTICLE 9 MISCELLANEOUS PROVISIONS

9.1 DISPUTE RESOLUTION: During both the Preconstruction and Construction Phases, Claims, disputes or other matters in question between the parties to this Agreement shall be resolved as provided in the City of Norman General Provisions Document.

9.2 OTHER PROVISIONS

9.2.1 Unless otherwise noted, the terms used in this Agreement shall have the same meaning as those in the City of Norman General Provisions Document, *General Conditions of the Contract for Construction*.

9.2.2 EXTENT OF CONTRACT: This Contract, which includes this Agreement and the other documents incorporated herein by reference, represents the entire and integrated agreement between the Owner and the Construction Manager and supersedes all prior negotiations, representations or agreements, either written or oral. This Agreement may be amended only by written instrument signed by both the Owner and Construction Manager. If anything in any document incorporated into this Agreement is inconsistent with this Agreement, this Agreement shall govern.

9.2.3 OWNERSHIP AND USE OF DOCUMENTS: Article 1.3 of the City of Norman General Provisions Document shall apply to both the Preconstruction and Construction Phases.

9.2.4 GOVERNING LAW: The Contract shall be governed by the laws of the State of Oklahoma.

9.2.4.1 The Construction Manager certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/E-Verify.

9.2.5 ASSIGNMENT: The Owner and Construction Manager respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. Except as provided in Section 13.2.1 of the City of Norman General Provisions Document, neither party to the Contract shall assign the Contract as a whole without written consent of the other. If either party attempts to make such an assignment without such consent, that party shall nevertheless remain legally responsible for all obligations under the Contract.

ARTICLE 10 TERMINATION OR SUSPENSION

10.1 TERMINATION PRIOR TO ESTABLISHING GUARANTEED MAXIMUM PRICE

10.1.1 Prior to execution by both parties of Amendment No. 1 establishing the Guaranteed Maximum Price, the Owner may terminate this Contract at any time without cause, and the Construction Manager may terminate this Contract for any of the reasons described in Section 14.1.1 of the City of Norman General Provisions Document.

10.1.2 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 prior to commencement of the Construction Phase, the Construction Manager shall be equitably compensated for Preconstruction Phase Services performed prior to receipt of notice of termination; provided, however, that the compensation for such services shall not exceed the compensation set forth in Section 4.1.1.

10.1.3 If the Owner or Construction Manager terminates this Contract pursuant to this Section 10.1 after commencement of the Construction Phase, the Construction Manager shall, in addition to the compensation provided in Section 10.1.2, be paid an amount calculated as follows:

10.1.3.1 Take the Cost of the Work incurred by the Construction Manager.

10.1.3.2 Add the Construction Manager's Fee computed upon the Cost of the Work to the date of termination at the rate stated in Section 5.1 or, if the Construction Manager's Fee is stated as a fixed sum in that Section, an amount which bears the same ratio to that fixed-sum Fee as the Cost of the Work at the time of termination bears to a reasonable estimate of the probable Cost of the Work upon its completion.

10.1.3.3 Subtract the aggregate of previous payments made by the Owner on account of the Construction Phase.

The Owner shall also pay the Construction Manager fair compensation, either by purchase or rental at the election of the Owner, for any equipment owned by the Construction Manager which the Owner elects to retain and which is not otherwise included in the Cost of the Work under Section 10.1.3.1. To the extent that the Owner elects to take legal assignment of subcontracts and purchase orders (including rental agreements), the Construction Manager shall, as a condition of receiving the payments referred to in this Article 10, execute and deliver all such papers and take all such steps, including the legal assignment of such subcontracts and other contractual rights of the Construction Manager, as the Owner may require for the purpose of fully vesting in the Owner the rights and benefits of the Construction Manager under such subcontracts or purchase orders.

Subcontracts, purchase orders and rental agreements entered into by the Construction Manager with the Owner's written approval prior to the execution of contract shall contain provisions permitting assignment to the Owner as described above. If the Owner accepts such assignment, the Owner shall reimburse or indemnify the Construction Manager with respect to all costs arising under the subcontract, purchase order or rental agreement except those which would not have been reimbursable as Cost of the Work if the contract had not been terminated. If the Owner elects not to accept the assignment of any subcontract, purchase order or rental agreement which would have constituted a Cost of the Work had this agreement not been terminated, the Construction Manager shall terminate such subcontract, purchase order or rental agreement and the Owner shall pay the Construction Manager the costs necessarily incurred by the Construction Manager by reason of such termination.

10.2 TERMINATION SUBSEQUENT TO ESTABLISHING GUARANTEED MAXIMUM PRICE: Subsequent to execution by both parties of Amendment No. 1, the Contract may be terminated as provided in the City of Norman General Provisions Document, attached.

10.2.1 In the event of such termination by the Owner, the amount payable to the Construction Manager pursuant to Section 14.1.3 of the City of Norman General Provisions Document shall not exceed the amount the Construction Manager would have been entitled to receive pursuant to Sections 10.1.2 and 10.1.3 of this Agreement.

10.2.2 In the event of such termination by the Construction Manager, the amount to be paid to the Construction Manager under Section 14.1.3 of the City of Norman General Provisions Document shall not exceed the amount the Construction Manager would have been entitled to receive under Sections 10.1.2 and 10.1.3 above, except that the Construction Manager's Fee shall be calculated as if the Work had been fully completed by the Construction Manager, including a reasonable estimate of the Cost of the Work for Work not actually completed.

10.3 SUSPENSION: The Work may be suspended by the Owner as provided in Article 14 of the City of Norman General Provisions Document; in such case, the Guaranteed Maximum Price, if established, shall be increased as provided in Section 14.3.2 of the City of Norman General Provisions Document except that the term "cost of performance of the Contract" in that Section shall be understood to mean the Cost of the Work and the term "profit" shall be understood to mean the Construction Manager's Fee as described in Sections 5.1.1 and 5.3.4 of this Agreement.

ARTICLE 11 OTHER CONDITIONS AND SERVICES

11.1 Other Documents, if any, forming part of the Contract Documents, are as follows:

Notice to Proceed/Work Order
City of Norman General Provisions
Contract Documents for the (Fill in name of Project)

[REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

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

ATTEST:

By: Paulina Rodriguez



Crossland Construction Company, Inc.
(Contractor)

By: Aaron Stoops

Name: Aaron Stoops
Title: Vice President

Date 1.12.22

Subscribed and Sworn to me this 12 day
of January, 2022

Commission #/Expiration: #21009617
7/22

“OWNER”

THE NORMAN MUNICIPAL AUTHORITY,
A Public Trust having the City of Norman
Of Norman as it's beneficiary

Date _____

By _____
Brea Clark, NMA Chair

ATTEST:

By: _____
Brenda Hall, NMA Secretary

THE CITY OF NORMAN,
A municipal corporation.

Date _____

By _____
Brea Clark, Mayor

ATTEST:

By: _____
Brenda Hall, City Clerk

This contract was approved as to form and legality on this _____ of _____, 2022.

City Attorney

Non-Collusion Affidavit

The statement below must be signed and notarized before this contract will become effective

STATE OF Oklahoma)
) ss

Project Name: **Norman ECOC**

COUNTY OF Oklahoma)

Project #: **K-2122-29**

Aaron Steops, of lawful age, being first duly sworn, on oath states,
(S)he is the duly authorized agent of CROSSUANO CONSTRUCTION, the Company
under the contract which is attached to this statement, for the purpose of certifying the facts pertaining to the giving of things of value
to government personnel in order to procure said Contract;.

(S)he is fully aware of the facts and circumstances surrounding the making of the Contract to which this statement is attached and has
been personally and directly involved in the proceedings leading to the procurement of said Contract: and

Neither the Company nor anyone subject to the Company's direction or control has paid, given or donated or agreed to pay, give or
donate to any office or employee of the State of Oklahoma any money or other thing of value, either directly or indirectly, in procuring
the Contract to which this statement is attached.

CROSSUANO CONSTRUCTION Company, Inc
(Company Printed Name)

Aaron Steops
(Authorized Representative Signature)

AARON STEOPS
(Authorized Representative Printed Name)

VICE PRESIDENT
(Authorized Representative Printed Title)

Subscribed and sworn to before me this 12 day of January, 2022



Paulina Rodriguez
(Signature of notarial officer)

My Commission Expires: 7/22

My Commission #: 21009617

CITY OF NORMAN GENERAL PROVISIONS

SECTION I – GENERAL PROVISIONS

A. Definitions. When used herein, the terms below shall have the following definitions:

1. "The Consultant" shall mean the person lawfully licensed to practice architecture or engineering or an entity lawfully practicing architecture or engineering identified as such in the Contract and is referred to throughout the Contract Documents as if singular in number. The term "Consultant" means the Consultant or the Consultant's authorized representative.
2. "The Contract Documents" shall mean the Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, Addenda issued prior to execution of the Contract, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, this agreement between the Owner and the Contractor (hereinafter called "the Contract"), other documents listed in the Contract, and any Change Orders or Contract Amendments issued after execution of the Contract.
3. "The Contract Time" is the period of time, including authorized adjustments by Change Order, allotted in the Contract Documents for Substantial Completion of Work.
4. "Critical Path" shall mean the sequential construction tasks (each of a particular duration) that results in the least amount of time required to complete a project.
5. "The Date of Commencement" shall mean the date established in the Notice to Proceed. The date shall not be postponed by the failure of the acts of the Contractor or of persons or entities for whom the Contractor is responsible.
6. "The Date of Substantial Completion" shall mean the date certified by the Consultant and approved by the Owner in accordance with Section IX(G).
7. "The Drawings" shall mean the graphic and pictorial portions of the Contract Documents, wherever located and whenever issued, showing the design, location and dimensions of the Work, and includes plans, elevations, sections, details, schedules, diagrams and drawing notes.
8. "The Project" shall mean the total construction of which the Work performed under the Contract Drawings and may be the whole or a part and include construction by the Owner or by separate contractors.
9. "The Specifications" shall mean those documents located in the Project Manual and are that portion of the Contract Documents consisting of the written requirements for

- materials, equipment, construction systems, standards and workmanship for the Work, and performance of related services. Where there is a discrepancy between the Drawings and the Specifications, the Specifications will take precedence. Such discrepancies shall be brought to the attention of the Consultant before execution of any work related to the discrepancies.
10. "A Subcontractor" is a person or entity who has a direct contract with the Contractor to perform a portion of the Work on the site. The term "Subcontractor" is referred to throughout the Contract Documents as if singular in number and means a Subcontractor or an authorized representative of the Subcontractor.
 11. "Substantial Completion" shall mean the stage in the progress of the Work when the Work or designated portion thereof is sufficiently complete in accordance with the Contract Documents so the Owner can occupy or utilize the Work for its intended use.
 12. "The Work" shall mean the construction and services required by the Contract Documents, whether completed or partially completed, and includes all other labor, materials, equipment and services provided or to be provided by the Contractor to fulfill the Contractor's obligations. The Work may constitute the whole or a part of the Project.

B. Execution, Correlation and Intent.

1. The Contract Documents shall be executed by authorized representatives of the Owner and the Contractor.
2. Execution of the Contract by the Contractor is a representation that the Contractor has visited the site, become familiar with local conditions under which the Work is to be performed and correlated personal observations with requirements of the Contract Documents.
3. The intent of the Contract Documents is to include all items necessary for the proper execution and completion of the Work by the Contractor. The Contract Documents are complementary, and what is required by one shall be as binding as if required by all; performance by the Contractor shall be required only to the extent consistent with the Contract Documents are reasonably inferable from them as being necessary to produce the intended results.
4. Organization of the Specifications into divisions, sections and articles, and arrangement of Drawings shall not control the Contractor in dividing the Work among Subcontractors or in establishing the extent of Work to be performed by any trade.

5. Unless otherwise stated in the Contract Documents, words which have well known technical or construction industry meanings are used in the Contract Documents in accordance with such recognized meanings.

C. Ownership and Use of Drawings, Specifications and Other Documents.

1. The Drawings, Specifications and other documents prepared by the Consultant are the property of the Owner. The Contractor may retain one contract record set. Neither the Contractor nor any Subcontractor, Sub-subcontractor or material or equipment supplier shall own or claim a copyright in the Drawings, Specifications and other documents prepared by the Consultant. All copies of them, except the Contractor's record set, shall be returned or suitably accounted for to the Owner, on request, upon completion of the Work. The Drawings, Specifications and other documents prepared by the Consultant, and copies thereof furnished to the Contractor, are for use solely with respect to this Project. They are not to be used by the Contractor or any Subcontractor, Sub-subcontractor or material or equipment supplier on other projects or for additions to this Project outside the scope of the Work without the specific written consent of the Owner. The Contractor, Subcontractors, Sub-subcontractors and material or equipment suppliers are granted a limited license to use and reproduce applicable portions of the Drawings, Specifications and other documents appropriate to and for use in the execution of their Work under the Contract Documents.
2. The Contractor shall provide all copies of the Drawings and Project Manuals required to complete the Work. The Owner will provide an electronic copy of the documents to the reproduction company for printing purposes.

SECTION II – THE OWNER

- A. Owner's Right to Alter Specifications. The Owner may make such changes in the character of the work as may be necessary or desirable to insure completion of the work in the most satisfactory manner, provided such changes do not materially alter the original plans and specifications or change the general nature of the work as a whole. Such changes shall not be considered as waiving or invalidating any condition or provision of the Contract.
- B. Owner's Right to Stop the Work. If the Contractor fails to correct Work which is not in accordance with the requirements of the Contract Documents as required by Section XII(B) or persistently fails to carry out Work in accordance with the Contract Documents, the Owner, by written order signed personally or by an agent specifically so empowered by the Owner in writing, may order the Contractor to stop the Work, or any portion thereof, until the cause for such order has been eliminated; however, the right of the Owner to stop the Work shall not give rise to a duty on the part of the Owner to exercise this right for the benefit of the Contractor or any other person or entity, except to the extent required by Section VI(A).

- C. **Owner's Right to Carry Out the Work.** If the Contractor defaults or neglects to carry out the Work in accordance with the Contract Documents and fails within a seven-day period after receipt of written notice from the Owner to commence and continue correction of such default or neglect with diligence and promptness, the Owner may after such seven-day period give the Contractor a second written notice to correct such deficiencies within a second seven-day period. If the Contractor within such second seven-day period after receipt of such second notice fails to commence and continue to correct any deficiencies, the Owner may, without prejudice to other remedies the Owner may have, correct such deficiencies. In such case an appropriate Change Order shall be issued deducting from payments then or thereafter due the Contractor the cost of correcting such deficiencies, including compensation for the Consultant's additional services and expenses made necessary by such default, neglect or failure. If payments then or thereafter due the Contractor are not sufficient to cover such payments, the Contractor shall pay the difference to the Owner.
- D. **Owner's Right to Reject Work.** The Owner shall have the authority to reject Work which does not conform to the Contract Documents.
- E. **Owner's Right to Approve Payment Applications.** The Owner shall have the right to review, evaluate and approve or reject Applications for Payment and Certificates for Payment.

SECTION III – THE CONTRACTOR

- A. **Review of Contract Documents and Field Conditions.**
 - 1. The Contractor shall carefully study and compare the Contract Documents with each other and shall at once report to the Consultant or Owner any errors, inconsistencies or omissions discovered. The Contractor shall not be liable to the Owner or Consultant for damage resulting from errors, inconsistencies or omissions in the Contract Documents unless the Contractor recognized such error, inconsistency or omission and knowingly failed to report it to the Consultant or Owner. The Contractor shall do all work as provided in the Contract Documents and shall do such additional extra and incidental work as may be considered necessary to complete the work in a satisfactory and acceptable manner. The Contractor shall furnish all labor, materials, tools, equipment and incidentals necessary to the prosecution of the work, unless otherwise specified. If the Contractor performs any construction activity knowing it involves a recognized error, inconsistency or omission in the Contract Documents without such notice to the Consultant, the Contractor shall assume appropriate responsibility for such performance and shall bear an appropriate amount of the attributable costs for correction.
 - 2. The Contractor shall take field measurements and verify field conditions and shall carefully compare such field measurements and conditions and other information known to the Contractor with the Contract Documents before commencing activities.

Errors, inconsistencies or omissions discovered shall be reported to the Consultant before proceeding with the work.

B. Supervision and Construction Procedures.

1. The Contractor shall supervise and direct the Work using the Contractor's best skill and attention. The Contractor shall be solely responsible for and have control over construction means, methods, techniques, sequences and procedures and for coordinating all portions of the Work under the Contract, unless Contract Documents give other specific instructions concerning these matters.
2. The Contractor shall be responsible to the Owner for acts and omissions of the Contractor's employees, Subcontractors and their agents and employees, and other persons performing portions of the Work under a contract with the Contractor.
3. The Contractor shall not be relieved of obligations to perform the Work in accordance with the Contract Documents either by activities or duties of the Consultant in the Consultant's administration of the Contract, or by tests, inspections or approvals required or performed by persons other than the Contractor.
4. The Contractor shall be responsible for inspection of portions of Work already performed under this Contract to determine that such portions are in proper condition to receive subsequent Work.

C. Labor and Materials.

1. Unless otherwise provided in the Contract Documents, the Contractor shall provide and pay for labor, materials, equipment, tools, construction equipment and machinery, water, heat, utilities, transportation, and other facilities and services necessary for proper execution and completion of the Work, whether temporary or permanent and whether or not incorporated or to be incorporated in the Work.
2. The Contractor shall enforce strict discipline and good order among the Contractor's employees and other persons carrying out the Contract. The Contractor shall not permit employment of unfit persons or persons not skilled in tasks assigned to them.

- D. Warranty.** The Contractor warrants to the Owner and Consultant that materials and equipment furnished under the Contract will be of good quality and new unless otherwise required or permitted by the Contract Documents, that the Work will be free from defects not inherent in the quality required or permitted, and that the Work will conform with the requirements of the Contract Documents. Work not conforming to these requirements, including substitutions not properly approved and authorized, may be considered defective. The Contractor's warranty excludes remedy for damage or defect caused by abuse, modifications not executed by the Contractor, improper or insufficient maintenance, improper operation, or normal wear and tear under normal usage. If

required by the Consultant, the Contractor shall furnish satisfactory evidence as to the kind and quality of materials and equipment.

E. Taxes. The Contractor shall pay all applicable sales, consumer, use and similar taxes for the Work or any portions thereof.

F. Permits, Fees and Notices.

1. Unless otherwise provided in the Contract Documents, the Contractor shall secure and pay for permits, fees, licenses and inspections necessary for proper execution and completion of the Work which are customarily secured after execution of the Contract and which are legally required when Bids are received. Building permits from local municipalities are required for Work.
2. The Contractor shall comply with and give notices required by laws, ordinances, rules, regulations and lawful orders of public authorities bearing on performance of the Work.
3. If the Contractor observes that portions of the Contract Documents are at variance with applicable laws, statutes, ordinances, building codes or other applicable rules and regulations, the Contractor shall promptly notify the Consultant and Owner in writing, and necessary changes shall be accomplished by appropriate Change Order.
4. If the Contractor performs Work knowing it to be contrary to laws, statutes, ordinances, building codes, and rules and regulations without such notice to the Consultant and Owner, the Contractor shall assume full responsibility for such Work and shall bear any costs attributable to such work.

G. Allowances.

1. The Contractor shall include in the Contract Sum all allowances stated in the Contract Documents. Items covered by allowances shall be supplied for such amounts and by such persons or entities as the Owner may direct, but the Contractor shall not be required to employ persons or entities against which the Contractor makes reasonable objection.
2. Unless otherwise provided in the Contract Documents:
 - a. Materials and equipment under an allowance shall be selected promptly by the Owner to avoid delay in the Work.
 - b. Allowances shall cover the cost to the Contractor of materials and equipment delivered at the site and all required taxes, less applicable trade discounts.
 - c. Contractor's costs for unloading and handling at the site, labor, installation costs, overhead, profit and other expenses contemplated for stated allowance amounts shall be included in the Contract Sum and not in the allowances.
 - d. Whenever costs are more than or less than allowances, the Contract Sum shall be adjusted accordingly by Change Order.

- H. **Superintendent and Other Workers.** The Contractor shall employ a competent superintendent and necessary assistants who shall be in attendance at the Project site during performance of the Work. The Contractor shall submit the name and experience qualifications of the proposed superintendents to the Owner for approval. The Consultant may demand the dismissal of any person or persons employed by the Contractor, in, about, or on the work, who shall misconduct himself or be incompetent or negligent in the proper performance of his or her duties or neglect or refuse to comply with the directions of the Consultant, and such persons shall not be employed again thereon without the written consent of the Consultant. Should the Contractor continue to employ or again employ such person or persons without the written consent of the Consultant, then the Consultant may withhold all progress payments which are, or may become due, or may suspend the work until compliance of such orders. The superintendent shall represent the Contractor, and communications given to the superintendent shall be as binding as if given to the Contractor. Important communications shall be confirmed in writing. Other communications shall be similarly confirmed on written request in each case.
- I. **Work Day:** Work shall be done only during regular and commonly accepted and prescribed working hours Monday through Friday. No Work shall be done nights, Saturdays, Sundays, or legal holidays, as recognized by the City of Norman, unless the Contractor submits a written request to the Owner which requests working outside of regular working hours, or on Saturdays, Sundays, or legal holidays. The Owner will respond to each of these requests, individually. Eight (8) hours shall constitute a day's work and the Contractor shall observe all State laws and City ordinances governing hours of work.
- J. **Contractor's Construction Schedules.**
1. Prior to the Notice to Proceed being issued, the Contractor shall prepare and submit for the Owner's and Consultant's information a "90 Day Construction Schedule" which shall be used to monitor the progress of the Work during the first ninety (90) calendar days of the Contract. During this ninety day period, the Contractor shall prepare and submit the "Critical Path Construction Schedule" for the entire project, including the "90 Day Project Schedule", which shall be used to monitor the remainder of the Work. The overall duration of the "Construction Schedule" shall coincide with and shall not exceed the time limits specified in the Contract Documents. During construction, if the progress of the Work does not meet the "Construction Schedule" the Contractor shall revise and resubmit the schedule for the delayed activities within 21 days of any delayed activity. Resubmitted schedules shall indicate the revised times for each activity and shall not exceed the time limits specified in the Contract Documents and any approved Change Orders. Failure to resubmit the delayed activity or maintain a current "Construction Schedule" shall be considered a breach of the Contract.
 2. The Contractor shall perform the Work in general accordance with the most recent schedules submitted to the Owner and Consultant.

3. Failure of the Contractor to construct the Work in accordance with the “90 Day Construction Schedule” or the “Construction Schedule” shall be considered a substantial breach of the Contract Documents and the Owner may terminate the Contract in accordance with Section XIV(B)(2). All “Float” time in the “Construction Schedule” shall be available to the Owner for the Owner’s use.
4. The Contractor shall prepare and keep current, for the Consultant’s approval, a schedule of submittals which is coordinated with the Contractor’s “Construction Schedule” and allows the Consultant reasonable time to review submittals.

K. Documents and Samples at the Site.

1. The Contractor shall maintain at the site for the Owner one record copy of the Drawings, Specifications, Addenda, Change Orders and other Contract Documents, in good order and marked currently to record changes and selections made during construction and, in addition, approved Shop Drawings, Product Data, Samples and similar required submittals. These shall be available to the Consultant and shall be delivered to the Consultant for submittal to the Owner upon completion of the Work.
2. Additionally, the Contractor shall maintain at the site the Drawings that have been stamped and approved by the Norman Fire Marshal. This approved set of Drawings is only for the use of the Norman Fire Marshal's office.

L. Shop Drawings, Product Data and Samples.

1. Shop Drawings are drawings, diagrams, schedules and other data specially prepared for the Work by the Contractor or Subcontractor, Sub-subcontractor, manufacturer, supplier or distributor to illustrate some portion of the Work.
2. Product Data are illustrations, standard schedules, performance charts, instructions, brochures, diagrams and other information furnished by the Contractor to illustrate materials or equipment for some portion of the Work.
3. Samples are physical examples which illustrate materials, equipment or workmanship and establish standards by which the Work will be judged.
4. Shop Drawings, Product Data, Samples and similar submittals are not Contract Documents. The purpose of their submittal is to demonstrate, for those portions of the Work for which submittals are required, the way the Contractor proposes to conform to the information given and the design concept expressed in the Contract Documents. Review by the Consultant is subject to the limitations of Section IV(A)(7).
5. The Contractor shall review, approve and submit to the Consultant Shop Drawings, Product Data, Samples and similar submittals required by the Contract Documents with reasonable promptness and in such sequence as to cause no delay in the Work or

in the activities of the Owner or of separate Contractors. Submittals made by the Contractor which are not required by the Contract Documents may be returned without action.

6. The Contractor shall perform no portion of the Work requiring submittal and review of Shop Drawings, Product Data, Samples or similar submittals until the respective submittal has been approved by the Consultant. Such Work shall be in accordance with approved submittals.
 7. By approving and submitting Shop Drawings, Product Data, Samples and similar submittals, the Contractor represents that the Contractor has determined and verified materials, field measurements and field construction criteria related thereto, or will do so, and has checked and coordinated the information contained within such submittals with the requirements of the Work and of the Contract Documents.
 8. The Contractor shall not be relieved of responsibility for deviations from requirements of the Contract Documents by the Consultant's approval of Shop Drawings, Product Samples or similar submittals unless the Contractor has specifically informed the Consultant in writing of such deviation at the time of submittal and the Consultant has given written approval to the specific deviation. The Contractor shall not be relieved of responsibility for errors or omissions in Shop Drawings, Product Data, Samples or similar submittals by the Consultant's approval thereof.
 9. The Contractor shall direct specific attention, in writing, or on resubmitted Shop Drawings, Product Data, Samples or similar submittals, to revisions other than those requested by the Consultant on previous submittals.
 10. Informational submittals upon which the Consultant is not expected to take responsive action may be so identified in the Contract Documents.
 11. When professional certification of performance criteria of materials, systems or equipment is required by the Contract Documents, the Consultant shall be entitled to rely upon the accuracy and completeness of such calculations and certifications.
- M. Use of Site. The Contractor shall confine operations at the site to areas permitted by law, ordinances, permits and the Contract Documents.
- N. Cutting and Patching
1. The Contractor shall be responsible for cutting, fitting or patching required to complete the Work or to make its parts fit together properly.
 2. The Contractor shall not damage or endanger a portion of the Work or fully or partially completed construction of the Owner or separate contractors by cutting, patching or otherwise altering such construction, or by excavation. The Contractor

shall not cut or otherwise alter such construction by the Owner or a separate Contractor except with written consent of the Owner and of such separate Contractor; such consent shall not be unreasonably withheld. The Contractor shall not unreasonably withhold from the Owner or a separate Contractor the Contractor's consent to cutting or otherwise altering the Work.

O. Cleaning Up.

1. The Contractor shall keep the premises and surrounding area free from accumulation of waste materials or rubbish caused by operations under the Contract. At completion of the Work the Contractor shall remove from and about the Project site, all waste materials, rubbish, the Contractor's tools, construction equipment, machinery and surplus materials.
2. If the Contractor fails to clean up as provided in the Contract Documents, the Owner may do so and the cost thereof shall be charged to the Contractor.

P. Access to Work. The Contractor shall provide the Owner and Consultant access to the Work in preparation and progress wherever located.

Q. Royalties and Patents. The Contractor shall pay all royalties and license fees. The Contractor shall defend suits or claims for infringement of patent rights and shall hold the Owner and Consultant harmless from loss on account thereof, but shall not be responsible for such defense or loss when a particular design, process or product of a particular manufacturer or manufacturers is required by the Contract Documents. However, if the Contractor has reason to believe that the required design, process or product is an infringement of a patent, the Contractor shall be responsible for such loss unless such information is promptly furnished to the Consultant.

R. Indemnification.

1. To the fullest extent permitted by law, the Contractor shall indemnify and hold harmless the Owner, Consultant, Consultant's consultants, and agents and employees of any of them from and against claims, damages, losses and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work, provided that such claim, damage, loss or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property other than the Work itself including loss of use resulting there from, but only to the extent caused in whole or in part by negligent acts or omissions of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose acts they may be liable. Such obligation shall not be construed to negate, abridge, or reduce other rights or obligations of indemnity which would otherwise exist as to a party or person.
2. In claims against any person or entity indemnified by an employee of the Contractor, a Subcontractor, anyone directly or indirectly employed by them or anyone for whose

acts they may be liable, the indemnification obligation shall not be limited by a limitation on amount or type of damages, compensation or benefits payable by or for the Contractor or a Subcontractor under Oklahoma's workers' compensation laws.

SECTION IV – CONTRACT ADMINISTRATION

A. Consultant's Administration of the Contract.

1. The Consultant will provide administration of the Contract as described in the Contract Documents, and will be the Owner's representative (1) during construction, (2) until final payment is due and (3) with the Owner's concurrence, from time to time during the correction period described in Section XII(B). The Consultant will advise and consult with the Owner. The Consultant will have authority to act on behalf of the Owner only to the extent provided in the Contract Documents, unless otherwise modified by written instrument in accordance with other provisions of the Contract.
2. The Consultant and sub-consultants will visit the site at intervals appropriate to the stage of construction to become generally familiar with the progress and quality of the completed Work and to determine in general if the Work is being performed in a manner indicating that the Work, when completed, will be in accordance with the Contract Documents. However, the Consultant will not be required to make exhaustive or continuous on-site inspections to check quality or quantity of the Work. On the basis of onsite observations as an Architect or Engineer, the Consultant will keep the Owner informed of progress of the Work, and will endeavor to guard the Owner against defects and deficiencies in the Work.
3. The Consultant will not have control over or charge of and will not be responsible for construction means, methods, techniques, sequences or procedures, or for safety precautions and programs in connection with the Work, since these are solely the Contractor's responsibility as provided in Section III(B). The Consultant will not be responsible for the Contractor's failure to carry out the Work in accordance with the Contract Documents. The Consultant will not have control over or charge of and will not be responsible for acts or omissions of the Contractor, Subcontractors, or their agents or employees, or of any other persons performing portions of the Work.
4. Communications Facilitating Contract Administration. Except as otherwise provided in the Contract Documents or when direct communications have been specially authorized, the Owner and Contractor shall endeavor to communicate through the Consultant and copy the Program Manager. Communications by and with the Consultant's consultants shall be through the Consultant. Communications by and with Subcontractors and material suppliers shall be through the Contractor. Communications by and with separate contractors shall be through the Owner.
5. Based on the Consultant's observations and evaluations of the Contractor's Applications for Payment, the Consultant will review and certify the amounts due the Contractor and will issue Certificates for Payment in such amounts.

6. The Consultant will have authority to reject Work that does not conform to the Contract Documents. Whenever the Consultant considers it necessary or advisable for implementation of the intent of the Contract Documents, the Consultant will have authority to require additional inspection or testing of the Work in accordance with Section XIII(E) whether or not such Work is fabricated, installed or completed. However, neither this authority of the Consultant nor a decision made in good faith either to exercise or not to exercise such authority shall give rise to a duty or responsibility of the Consultant to the Contractor, Subcontractors, material and equipment suppliers, their agents or employees, or other persons performing portions of the Work.
7. The Consultant will review and approve or take other appropriate action upon the Contractor's submittals such as Shop Drawings, Product Data and Samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the Contract Documents. The Consultant's action will be taken with such reasonable promptness as to cause no delay in the Work or in the activities of the Owner, Contractor or separate Contractors, while allowing sufficient time in the Consultant's professional judgment to permit adequate review. Review of such submittals is not conducted for the purpose of determining the accuracy and completeness of other details such as dimensions and quantities (which shall be measured according to the United States Standards Measurement at the point of delivery) or for substantiating instructions for installation or performance of equipment or systems, all of which remain the responsibility of the Contractor as required by the Contract Documents. The Consultant's review of the Contractor's submittals shall not relieve the Contractor of the obligations under Sections III (B, D and K). The Consultant's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by the Consultant, of any construction means, methods, techniques, sequences or procedures. The Consultant's approval of a specific item shall not indicate approval of an assembly of which the item is a component.
8. When modifications to the Contract or Contract Documents are being requested, the Contractor shall prepare and submit a Change Order to the Consultant. The Work described in the approved Change Order may be started by the Contractor upon receipt of the approved "Change Order".
9. The Consultant will conduct inspections to determine the date or dates of Substantial Completion and the date of final completion, will receive and forward to the Owner, for the Owner's review and records, written warranties and related documents required by the Contract and assembled by the Contractor, and will issue a final Certificate for Payment upon compliance with the requirements of the Contract Documents.
10. If the Owner and Consultant agree, the Consultant will provide one or more project representatives to assist in carrying out the Consultant's responsibilities at the site.

The duties, responsibilities and limitations of authority of such project representatives shall be as set forth in an exhibit to be incorporated in the Contract Documents.

11. The Consultant will interpret and decide matters concerning performance under and requirements of the Contract Documents on written request of either the Owner or Contractor. The Consultant's response to such requests will be made with reasonable promptness and within any time limits agreed upon. If no agreement is made concerning the time within which interpretations required of the Consultant shall be furnished in compliance with this Section IV(A), then delay shall not be recognized on account of failure by the Consultant to furnish such interpretations until 15 days after written request is made for them.
12. Interpretations and decisions of the Consultant will be consistent with the intent of and reasonably inferable from the Contract Documents and will be in writing or in the form of drawings.

B. Claims and Disputes.

1. **Definition.** A Claim is a demand or assertion by the Contractor seeking, as a matter of right, adjustment or interpretation of Contract terms, payment of money, extension of time or other relief with respect to the terms of the Contract. The term "Claim" also includes other disputes and matters in question between the Owner and Contractor arising out of or relating to the Contract. Claims must be made by submitting a Change Order.
2. **Decision of Consultant.** Claims, including those alleging an error or omission by the Consultant, shall be referred initially to the Consultant for action as provided in Section IV(C). A decision by the Consultant, as provided in Section IV(C)(4) shall be required as a condition precedent to consideration by the Owner.
3. **Time Limits on Claims.** Claims must be made within 24 hours after occurrence of the event giving rise to such Claim or within 24 hours after the claimant first recognizes the condition giving rise to the Claim, whichever is later. Claims must be made by written notice. An additional Claim made after the initial Claim has been implemented by Change Order will not be considered unless submitted in a timely manner.
4. **Continuing Contract Performance.** Pending final resolution of a Claim, including protest, unless otherwise agreed in writing the Contractor shall proceed diligently with performance of the Contract and the Owner shall continue to make monthly progress payments in accordance with the Contract Documents.
5. **Waiver of Claims: Final Payment.** The making of final payment shall constitute a waiver of Claims except those arising from:
 - a. liens, Claims, security interests or encumbrances arising out of the Contract and unsettled;

- b. failure of the Work to comply with the requirements of the Contract Documents; or
 - c. terms of special warranties required by the Contract Documents.
- 6. Claims for Concealed or Unknown Conditions. If conditions are encountered at the site which are (1) subsurface or otherwise concealed physical conditions which differ materially from those indicated in the Contract Documents or (2) unknown physical conditions of an unusual nature, which differ materially from those ordinarily found to exist and generally recognized as inherent in construction activities of the character provided for in the Contract Documents, then written notice by the Contractor shall be given to the Consultant and Owner promptly before conditions are disturbed and in no event later than seven (7) days after first observance of the conditions. The failure by the Contractor to give such written notice of the discovered concealed or unknown condition prior to executing any additional Work shall constitute a waiver of any claim for additional compensation or time extension. Upon receipt of a written notice, the Consultant will promptly investigate such conditions and, if they differ materially and cause an increase or decrease in the Contractor's cost of, or time required for, performance of any part of the Work, will recommend an equitable adjustment in the Contract Sum or Contract Time, or both. Any change in the Contract Sum or Contract Time shall only be made by the execution of a Change Order. If the Consultant determines that the conditions at the site are not materially different from those indicated in the Contract Documents and that no change in the terms of the Contract is justified, the Consultant shall so notify the Owner and Contractor in writing, stating the reasons. Claims by the Contractor in opposition to such determination must be made within 21 days after the Consultant has given notice of the decision.
- 7. Claims for Additional Cost. If the Contractor wishes to make Claim for an increase in the Contract Sum, written notice as provided herein shall be given before proceeding to execute the Work. Prior notice is not required for Claims relating to an emergency endangering life or property arising under Section (X)(B). If the Contractor believes additional cost is involved for reasons including but not limited to (1) a written interpretation from the Consultant, (2) an order by the Owner to stop the Work where the Contractor was not at fault, (3) a written order for a minor change in the Work issued by the Consultant, (4) failure of payment by the Owner, (5) termination of the Contract by the Owner, (6) Owner's suspension or (7) other reasonable grounds, Claim shall be filed in accordance with the procedure established herein. Any change in the Contract Sum shall only be made by the execution of a Change Order.
- 8. Claims for Additional Time.
 - a. If the Contractor wishes to make Claim for an increase in the Contract Time, written notice as provided herein shall be given. The Contractor's Claim shall include a description of the probable effect of delay on progress of the Work. In the case of a continuing delay only one Claim is necessary. Any change in the Contract Time shall only be made by the execution of a Change Order.
 - b. Consultant and Authority must be notified of all potential claims for additional days that exceed the work days as indicated in the Authority of

Norman Office of the Purchasing Division, Invitation to Bid, and the Contract Documents thereof, within (24) hours of the occurrence of the claim, in writing, with documentation from the National Oceanic & Atmospheric Administration (NOAA) Norman/Max Westheimer site at <http://w1.weather.gov/data/obhistory/KOUN.html>. Other sources must be submitted to the Consultant and Owner, the Authority of Norman, for approval prior to use.

- c. All claims for additional time due to adverse weather conditions, e.g. the requirement of rainfall at the construction site in excess of 0.5 inches, within (8) hours of the next working day, or a minimum of 0.5 inches of rain at the beginning of work occurring on the Critical Path Schedule planned for that day, or during the work day, with evidence substantiating the resultant loss of working time on the Critical Path Schedule, shall be submitted as stated previously, and reviewed and approved or rejected by the Consultant with the monthly payment application.
 - d. Claims for weather conditions and lost work days shall be recorded daily by the Contractor as required by Section IV(B)(8)(b) and submitted to the Consultant with the monthly payment applications, along with an updated construction schedule. A Change Order shall be executed and signed by all parties for all valid claims in order to add time to the original Contract Time as indicated in the Contract Documents.
 - e. Weather conditions and lost work days shall be recorded daily by the Contractor and submitted to the Consultant with the monthly payment applications.
9. Injury or Damage to Person or Property. If either party to the Contract suffers injury or damage to person or property because of an act or omission of the other party, of any of the other party's employees or agents, or of others for whose acts such party is legally liable, written notice of such injury or damage, whether or not insured, shall be given to the other party within a reasonable time not exceeding 21 days after first observance. The notice shall provide sufficient detail to enable the other party to investigate the matter. If a Claim for additional cost or time related to this Claim is to be asserted, it shall be filed as provided in Section IV(B)(7) or (8).

C. Resolution of Claims and Disputes.

- 1. The Consultant will review Claims and take one or more of the following preliminary actions within ten days of receipt of a Claim: (1) request additional supporting data from the claimant, (2) reject the Claim in whole or in part, stating reasons for rejection, (3) recommend approval of the Claim by the Owner or (4) suggest a compromise. The Consultant may also, but is not obligated to notify the surety, if any, of the nature and amount of the Claim.
- 2. If a Claim has been resolved, the Consultant will prepare or obtain appropriate documentation.

3. If a Claim has not been resolved, the Contractor shall, within ten days after the Consultant's preliminary response, take one or more of the following actions: (1) submit additional supporting data requested by the Consultant, (2) modify the initial Claim or (3) notify the Consultant that the initial Claim stands.
4. If a Claim has not been resolved after consideration of the foregoing and of further evidence presented to the Owner by the Consultant or Contractor, the Owner will notify the Consultant and Contractor in writing that the Owner's decision will be made within seven days. Upon expiration of such time period, the Owner will render to the parties the Owner's written decision relative to the Claim, including any change in the Contract Sum or Contract Time or both. If there is a surety and there appears to be a possibility of a Contractor's default, the Owner may, but is not obligated to, notify, the surety and request the surety's assistance in resolving the controversy.
5. The Contractor may appeal the Owner's decision by submitting written notice of a protest to the Consultant within ten (10) days of receiving the Owner's decision as described in Section IV(C)(4) above.
6. Time Limits on Claims: The Owner and Contractor shall commence all Claims and causes of action against the other and arising out of or related to the Contract, whether in contract, tort, breach of warranty or otherwise, in accordance with the requirements of the binding dispute resolution method selected in the Agreement and within the period specified by applicable law, but in any case not more than five (5) years after the date of Substantial Completion of the Work. The Owner and Contractor waive all Claims and causes of action not commenced in accordance with this section.

SECTION V – SUBCONTRACTORS

A. Award of Subcontracts and Other Contracts for Portions of the Work.

1. The Contractor, within seven (7) days of issuance of the Notice to Proceed, shall furnish in writing to the Owner, through the Consultant, the names of persons or entities (including those who are to furnish materials or equipment fabricated to a special design) proposed for each principal portion of the Work. The Consultant will promptly reply to the Contractor in writing stating whether or not the Owner or the Consultant, after due investigation, has reasonable objection to any such proposed person or entity. Failure of the Owner or Consultant to reply promptly shall constitute notice of no reasonable objection.
2. The Contractor shall not contract with a proposed person or entity to whom the Owner or Consultant has made reasonable and timely objection. The Contractor shall not be required to contract with anyone to whom the Contractor has made reasonable objection.

3. If the Owner or Consultant has reasonable objection to a person or entity proposed by the Contractor, the Contractor shall propose another to whom the Owner or Consultant has no reasonable objection. The Contract Sum shall be increased or decreased by the difference in cost occasioned by such change and an appropriate Change Order shall be issued. However, no increase in the Contract Sum shall be allowed for such change unless the Contractor has acted promptly and responsively in submitting names as required.
 4. The Contractor shall not change a Subcontractor, person or entity previously selected if the Owner or Consultant makes reasonable objection to such change.
- B. Sub-Contractual Relations. By appropriate agreement, written where legally required for validity, the Contractor shall require each Subcontractor, to the extent of the Work to be performed by the Subcontractor, to be bound to the Contractor by terms of the Contract Documents, and to assume toward the Contractor all the obligations and responsibilities which the Contractor, by these Documents, assumes toward the Owner and Consultant. Each subcontract agreement shall preserve and protect the rights of the Owner and Consultant under the Contract Documents with respect to the Work to be performed by the Subcontractor so that subcontracting thereof will not prejudice such rights, and shall allow to the Subcontractor, unless specifically provided otherwise in the subcontract agreement, the benefit of all rights, remedies and redress against the Contractor that the Contractor, by the Contract Documents, has against the Owner. Where appropriate, the Contractor shall require each Subcontractor to enter into similar agreements with Sub-subcontractors. The Contractor shall make available to each proposed Subcontractor, prior to the execution of the subcontract agreement, copies of the Contract Documents to which the Subcontractor will be bound and, upon written request of the Subcontractor, identify to the Subcontractor terms and conditions of the proposed subcontract agreement which may be at variance with the Contract Documents. Subcontractors shall similarly make copies of applicable portions of such documents available to their respective proposed Sub-subcontractors.
- C. Nothing herein should be construed to relieve the Contractor from its responsibility for the Work. The Contractor, shall at all times, when work is in operation, be represented either in person or by a qualified superintendent or other designated representative.

SECTION VI – CONSTRUCTION BY OWNER OR BY SEPARATE CONTRACTORS

- A. Owner's Right to Perform Construction and to Award Separate Contracts.
1. The Owner reserves the right to perform construction or operations related to the Project with the Owner's own forces, and to award separate contracts in connection with other portions of the Project or other construction or operations on the site under Conditions of the Contract identical or substantially similar to these including those portions related to insurance and waiver of subrogation. If the Contractor claims that

delay or additional cost is involved because of such action by the Owner, the Contractor shall make such Claim as provided elsewhere in the Contract Documents.

2. The Owner shall provide for coordination of the activities of the Owner's own forces and of each separate contractor with the Work of the Contractor who shall cooperate with them. The Contractor shall participate with other separate contractors and the Owner in reviewing their construction schedules when directed to do so. The Contractor shall make any revisions to the construction schedule and Contract Sum deemed necessary after a joint review and mutual agreement. The construction schedules shall then constitute the schedules to be used by the Contractor, separate contractors and the Owner until subsequently revised.

B. Mutual Responsibility.

1. The Contractor shall afford the Owner and separate contractors reasonable opportunity for introduction and storage of their materials and equipment and performance of their activities and shall connect and coordinate the Contractor's construction and operations with theirs as required by the Contract Documents.
2. If part of the Contractor's Work depends for proper execution or results upon construction or operations by the Owner or a separate contractor, the Contractor shall, prior to proceeding with that portion of the Work, promptly report to the Consultant apparent discrepancies or defects in such other construction that would render it unsuitable for such proper execution and results. Failure of the Contractor to so report shall constitute an acknowledgment that the Owner's or separate contractors' completed or partially completed construction is fit and proper to receive the Contractor's Work, except as to defects not then reasonably discoverable.
3. Costs caused by delays or by improperly timed activities or defective construction shall be borne by the party responsible therefor.
4. The Contractor shall promptly remedy damage wrongfully caused by the Contractor to completed or partially completed construction or to property of the Owner or separate contractors as provided in Section X(A)(7).

- C. Owners' Right to Clean Up.** If a dispute arises among the Contractor, separate contractors and the Owner as to the responsibility under their respective contracts for maintaining the premises and surrounding area free from waste materials and rubbish as described in Section III(O), the Owner may clean up and allocate the cost among those responsible as the Consultant determines to be just.

SECTION VII – CHANGES IN THE WORK

A. Changes.

1. Changes in the Work may be accomplished after execution of the Contract, and without invalidating the Contract, by Change Order or order for a minor change in the Work, subject to the limitations stated in this Section VII and elsewhere in the Contract Documents.
2. A Change Order shall be based upon agreement among the Owner, Contractor and Consultant and an order for a minor change in the Work may be issued by the Consultant alone.
3. Changes in the Work shall be performed under applicable provisions of the Contract Documents, and the Contractor shall proceed promptly, unless otherwise provided in the Change Order.

B. Change Orders.

1. A Change Order, Form G701, is a written instrument prepared by the Consultant and signed by the Owner, Contractor and Consultant, stating their agreement upon all of the following:
 - a. a change in the Work;
 - b. the amount of the adjustment in the Contract Sum, if any; and
 - c. the extent of the adjustment in the Contract Time, if any.
2. The cost or credit to the Owner resulting from a change in the work shall be determined by the Contractor completing a Change Order which requires a listing of:
 - a. All materials with the cost per item;
 - b. all labor with the number and cost of hours; and
 - c. all equipment used with an hourly cost.
3. The Contractor must include a breakdown of costs for each Subcontractor similar to the requirements in Section VII(B)(2).

- C. Minor Changes in the Work. The Consultant will have authority to order minor changes in the Work not involving adjustment in the Contract Sum or extension of the Contract Time and not inconsistent with the intent of the Contract Documents. Such changes shall be effected by written order and shall be binding on the Owner and Contractor. The Contractor shall carry out such written orders promptly.

SECTION VIII – TIME

A. Progress and Completion.

1. Time limits stated in the Contract Documents are of the essence of the Contract. By executing the Contract the Contractor confirms that the Contract Time is a reasonable period for performing the Work.
2. The Contractor shall not knowingly, except by agreement or instruction of the Owner in writing, prematurely commence operations on the site or elsewhere prior to the date of commencement as established by the Notice to Proceed issued by the Owner.
3. The Contractor shall proceed expeditiously with adequate forces and shall achieve Substantial Completion within the Contract Time.

B. Work Day: Work shall be done only during regular and commonly accepted and prescribed working hours Monday through Friday. No Work shall be done nights, Saturdays, Sundays, or legal holidays, as recognized by the City of Norman, unless the Contractor submits a written request to the Owner which requests working outside of regular working hours, or on Saturdays, Sundays, or legal holidays. The Owner will respond to each of these requests, individually. Eight (8) hours shall constitute a day's work and the Contractor shall observe all State laws and City ordinances governing hours of work.

C. Delays and Extensions of Time.

1. If the Contractor is delayed at any time in progress of the Work by an act or neglect of the Owner or Consultant, or of an employee of either, or of a separate contractor employed by the Owner, or by changes ordered in the Work, or by labor disputes, fire, unusual delay in deliveries, unavoidable casualties or other causes beyond the Contractor's control, or by delay authorized by the Owner pending hearing results, or by other causes which the Consultant determines may justify delay, then the Contract Time shall be extended by Change Order for such reasonable time as the Consultant and Owner may determine.
2. Claims relating to time shall be made in accordance with applicable provisions of Section IV(B).
3. An extension of the Contract Time is the sole and exclusive remedy available to the Contractor, in the event of delays described in Section IV(B) (8)(b). In no event, and under no circumstances, shall the Contract Sum be increased, nor shall the Contractor claim, recover or receive payment for any delay to the Project, whether or not such delayed event is in the critical path of the construction schedule. Unless a substantial change in scope occurs and then a mutually agreeable change in cost would occur.

D. Failure to Complete Work on Time.

1. Time is of the essence. The Parties stipulate that the damage for failure to complete the project within the designated Substantial Completion date is \$500 per day, including \$500 per day for each day exceeding 30 past the Substantial Completion date.
2. Waiver of Claims for Consequential Damages
The Contractor and Owner waive Claims against each other for consequential damages arising out of or relating to this Contract. This mutual waiver includes
 - a. damages incurred by the Owner for rental expenses, for losses of use, income, profit, financing, business and reputation, and for loss of management or employee productivity or of the services of such persons; and
 - b. damages incurred by the Contractor for principal office expenses including the compensation of personnel stationed there, for losses of financing, business and reputation, and for loss of profit, except anticipated profit arising directly from the Work.

This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination in accordance with the termination provisions of this Agreement. Nothing contained in this section shall be deemed to preclude assessment of liquidated damages, when applicable, in accordance with the requirements of the Contract Documents.

SECTION IX – PAYMENTS AND COMPLETION

- A. Contract Sum. The Contract Sum is the total amount payable by the Owner to the Contractor for performance of the Work under the Contract Documents. The Contract Sum shall only be changed by a Change Order.
- B. Schedule of Values. Before the first Application for Payment is submitted, the Contractor shall submit to the Consultant and Owner a schedule of values allocated to various portions of the Work, prepared in such form and supported by such data to substantiate its accuracy as the Consultant and Owner may require. Each value indicated on the Schedule of Values shall be the exact amount of each subcontract or portion of the Work it represents. This schedule, unless objected to by the Consultant or Owner, shall be used as a basis for reviewing the Contractor's Applications for Payment.
- C. Applications for Payment.
 1. At least ten days before the date established for each progress payment, the Contractor shall submit to the Consultant an itemized Application for Payment for operations completed in accordance with the schedule of values. Such application shall be notarized and supported by such data substantiating the Contractor's right to payment as the Owner or Consultant may require, such as copies of requisitions from Subcontractors and material suppliers.

2. The period covered by each Application for Payment shall be one calendar month ending the last day of the month.
3. Applications for Payment shall indicate the percentage of completion of each portion of the Work as of the end of the period covered by the Application for Payment.
4. Five percent (5%) of all partial payments made shall be withheld as retainage.
5. All payment applications must be accompanied by the affidavits provided with the Contract Documents.
6. Such applications shall not include requests for payment of amounts the Contractor does not intend to pay to a Subcontractor or material supplier because of a dispute or other reason.
7. Unless otherwise provided in the Contract Documents, payments shall be made on account of materials and equipment delivered and suitably stored at the site for subsequent incorporation in the Work. If approved in advance by the Owner, payment may similarly be made for materials and equipment suitably stored off the site at a location properly bonded or insured as a warehouse for materials and equipment stored on or off the site shall be conditioned upon compliance by the Contractor with procedures satisfactory to the Owner to establish the Owner's title to such materials and equipment or otherwise protect the Owner's interest, and shall include applicable insurance, storage and transportation to the site for such materials and equipment stored off the site. All stored materials shall be protected from weather conditions by properly secured methods. The Owner shall not pay for stored materials that are not properly protected.
8. The Contractor warrants that title to all Work covered by an Application for Payment will pass to the Owner no later than the time of payment. The Contractor further warrants that upon submittal of an Application for Payment all Work for which Certificates for Payment have been previously issued and payments received from the Owner shall, to the best of the Contractor's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances in favor of the Contractor, Subcontractors, material suppliers, or other persons or entities making a claim by reason of having provided labor, materials and equipment relating to the Work.

D. Certificates for Payment.

1. The Consultant will, within seven days after receipt of the Contractor's Application for Payment, either issue to the Owner a Certificate for Payment, with a copy to the Contractor, for such amount as the Consultant determines is properly due, or notify the Contractor and Owner in writing of the Consultant's reasons for withholding

certification in whole or in part as provided in Section IX(E)(1). The Owner shall have the right to review and approve the Certificates for Payment.

2. The issuance of a Certificate for Payment will constitute a representation by the Consultant to the Owner, based on the Consultant's observations at the site and the data comprising the Application for Payment, that the Work has progressed to the point indicated and that, to the best of the Consultant's knowledge, information and belief, quality of the Work is in accordance with the Contract Documents. The amount indicated in the Certificate of Payment shall be computed as follows:
 - a. Take that portion of the Contract Sum properly allocable to completed Work as determined by multiplying the percentage completion of each portion of the Work by the share of the Contract Sum allocated to that portion of the Work in the schedules of values, less retainage of five percent (5%).
 - b. Add that portion of the Contract Sum properly allocable to materials and equipment delivered and suitably stored at the site for subsequent incorporation in the completed construction (or, if approved in advance by the Owner, suitably stored off the site at a location agreed upon in writing), less retainage of five percent (5%).
 - c. Subtract the aggregate of previous payments made by the Owner; and
 - d. Subtract amounts, if any, for which the Consultant has withheld or nullified a Certificate for Payment as provided for herein.

E. Decisions to Withhold Certification.

1. The Consultant or Owner may decide not to certify payment and may withhold a Certificate for Payment in whole or in part, to the extent reasonably necessary to protect the Owner, if in the Consultant's opinion the representations to the Owner required by Section (IX)(D)(2) cannot be made. If the Consultant is unable to certify payment in the amount of the Application, the Consultant will notify the Contractor and Owner as provided in Subparagraph 9.4.1. If the Contractor and Consultant cannot agree on a revised amount, the Consultant will promptly issue a Certificate for Payment for the amount for which the Consultant is able to make such representations to the Owner. The Consultant may also decide not to certify payment or, because of subsequently discovered evidence or subsequent observations, may nullify the whole or a part of a Certificate for Payment previously issued, to such extent as may be necessary in the Consultant's opinion to protect the Owner from loss because of:
 - a. defective Work not remedied;
 - b. third party claims filed or reasonable evidence indicating probable filing of such claims;
 - c. failure of the Contractor to make payments properly to Subcontractors or for labor, materials or equipment;
 - d. reasonable evidence that the Work cannot be completed for the unpaid balance of the Contract Sum;
 - e. damage to the Owner or another Contractor;

- f. reasonable evidence that the Work will not be completed within the Contract Time, and that the unpaid balance would not be adequate to cover actual or liquidated damages for the anticipated delay; or
 - g. persistent failure to carry out the Work in accordance with the Contract Documents.
2. When the above reasons for withholding certification are removed, certification will be made for amounts previously withheld.

F. Progress Payments.

1. After the Consultant has issued a Certificate for Payment, the Owner shall review for approval and make payment in the manner and within the time provided in the Contract Documents, and shall so notify the Consultant.
2. The Contractor shall promptly pay each Subcontractor, upon receipt of payment from the Owner, out of the amount paid to the Contractor on account of such Subcontractor's portion of the Work, the amount to which said Subcontractor is entitled, reflecting percentages actually retained from payments to the Contractor on account of such Subcontractor's portion of the Work. The Contractor shall, by appropriate agreement with each Subcontractor, require each Subcontractor to make payments to subcontractors in similar manner.
3. The Consultant will, on request, furnish to a Subcontractor, if practicable, information regarding percentages of completion or amounts applied for by the Contractor and action taken thereon by the Consultant and Owner on account of portions of the Work done by such Subcontractor.
4. Neither the Owner nor Consultant shall have an obligation to pay or to see to the payment of money to a Subcontractor except as may otherwise be required by law
5. Payment to material suppliers shall be treated in a manner similar to that provided in Section IX(F)(2), (3) and (4).
6. A Certificate for Payment, a progress payment, or partial or entire use or occupancy of the Project by the Owner shall not constitute acceptance of Work not in accordance with the Contract Documents.
7. Should the project extend beyond the Contract Time, progress payments shall continue including approved Change Orders. Progress payments made after the Contract Time will be reduced by any applicable disincentives provided herein.

G. Substantial Completion.

1. When the Contractor considers that the Work, or a portion thereof which the Owner agrees to accept separately, is substantially complete, the Contractor shall prepare and

submit to the Consultant a comprehensive list of items to be completed or corrected. The Contractor shall proceed promptly to complete and correct items on the list. Failure to include all items on such list does not alter the responsibility of the Contractor to complete all Work in accordance with the Contract Documents. Upon receipt of the Contractor's list, the Consultant will make an inspection to determine whether the Work or designated portion thereof is substantially complete. If the Consultant's inspection discloses any item, whether or not included on the Contractor's list, which is not in accordance with the requirements of the Contract Documents, the Contractor shall, before issuance of the Certificate of Substantial Completion, complete or correct such item upon notification by the Consultant. The Contractor shall then submit a request for another inspection by the Consultant to determine Substantial Completion. When the Work or designated portion thereof is substantially complete, the Owner will prepare a Certificate of Substantial Completion which shall establish the date of Substantial Completion, shall establish responsibilities of the Owner and Contractor for security, maintenance, heat, utilities, damage to the Work and insurance, and shall fix the time within which the Contractor shall finish all items on the list accompanying the Certificate. Warranties required by the Contract Documents shall commence on the date of Substantial Completion of the Work or designated portion thereof unless otherwise provided in the Certificate of Substantial Completion. The Certificate of Substantial Completion shall be submitted to the Owner and Contractor for their written acceptance of responsibilities assigned to them in such Certificate.

2. Upon Substantial Completion of the Work or designated portion thereof and upon application by the Contractor and certification by the Consultant, the Owner shall make payment, reflecting adjustment for retainage for such Work or portion thereof as provided in the Contract Documents.

H. Partial Occupancy or Use.

1. The Owner may occupy or use any completed or partially completed portion of the Work at any stage when such portion is designated by separate agreement with the Contractor, provided such occupancy or use is authorized by the Owner. Such partial occupancy or use may commence whether or not the portion is substantially complete, provided the Owner and Contractor have accepted in writing the responsibilities assigned to each of them for payments, Retainage if any, security, maintenance, heat, utilities, damage to the Work and insurance, and have agreed in writing concerning the period for correction of the Work and commencement of warranties required by the Contract Documents. When the Contractor considers a portion substantially complete, the Contractor shall prepare and submit a list to the Consultant as provided under Section IX(G)(1). Consent of the Contractor to partial occupancy or use shall not be unreasonably withheld. The stage of the progress of the Work shall be determined by written agreement between the Owner and Contractor or, if no agreement is reached, by decision of the Consultant.

2. Immediately prior to such partial occupancy or use, the Owner, Contractor and Consultant shall jointly inspect the area to be occupied or portion of the Work to be used in order to determine and record the condition of the Work.
3. Unless otherwise agreed upon, partial occupancy or use of a portion or portions of the Work shall not constitute acceptance of Work not complying with the requirements of the Contract Documents.

I. Final Completion and Final Payment.

1. Upon receipt of written notice that the Work is ready for final inspection and acceptance and upon receipt of a final Application for Payment, the Consultant will promptly make such inspection and, when the Consultant finds the Work acceptable under the Contract Documents and the Contract fully performed, the Consultant will promptly issue a final Certificate for Payment stating that to the best of the Consultant's knowledge, information and belief, and on the basis of the Consultant's observations and inspections, the Work has been completed in accordance with terms and conditions of the Contract Documents and that the entire balance found to be due the Contractor and noted in said final Certificate is due and payable. The Consultant's final Certificate for Payment will constitute a further representation that conditions listed in Section (IX)(I)(2) as precedent to the Contractor's being entitled to final payment have been fulfilled.
2. Neither final payment nor any remaining retained percentage shall become due until the Contractor submits to the Consultant an affidavit that payrolls, bills for materials and equipment, and other indebtedness connected with the Work for which the Owner or the Owner's property might be responsible or encumbered (less amounts withheld by Owner) have been paid or otherwise satisfied.
3. Acceptance of final payment by the Contractor, a Subcontractor or material supplier shall constitute a waiver of claims by that payee except those previously made in writing and identified by that payee as unsettled at the time of final Application for Payment. Such waivers shall be in addition to the waiver described in Section IV(B)(5).
4. When the Contract Time has been exceeded, including approved Change Orders, and claims for additional compensation are submitted by Consultants for extended services that are made necessary solely by the delay of the Contractor, the Owner shall deduct the amount of the claims from the final payment to the Contractor.

SECTION X – PROTECTION OF PERSONS AND PROPERTY

A. Safety of Persons and Property.

1. The Contractor shall take reasonable precautions for safety of, and shall provide reasonable protection to prevent damage, injury or loss to:

- a. employees on the Work and other persons who may be affected thereby.
 - b. the Work and materials and equipment to be incorporated therein, whether in storage on or off the site, under care, custody or control of the Contractor or the Contractor's Subcontractors or Sub-subcontractors; and
 - c. other property at the site or adjacent thereto, such as trees, shrubs, lawns, walks, pavements, roadways, structures and utilities not designated for removal, relocation or replacement in the course of construction.
2. The Contractor shall give notices and comply with applicable laws, ordinances, rules, regulations and lawful orders of public authorities bearing on safety of persons or property or their protection from damage, injury or loss.
3. The Contractor shall not enter upon private property for any purpose without first obtaining permission and he shall be responsible for the preservation of and shall use every precaution necessary to prevent damage to all trees, fences, culverts, bridges, pavements driveways, sidewalk, etc. to all water, sewer, gas or electric lines or appurtenance thereof and to all other public or private property along or adjacent to the work.
4. The Contractor shall erect and maintain, as required by existing conditions and performance of the Contract, reasonable safeguards for safety and protection, including posting danger signs and other warnings against hazards, promulgating safety regulations and notifying owners and users of adjacent sites and utilities.
5. Materials shall be stored so as to insure the preservation of their quality and fitness for the work. When directed by Consultant, they shall be placed on wooden platforms or other hard, clean surfaces and not on the ground, and shall be placed under cover when directed. Stored materials shall be located so as to facilitate prompt inspection.
6. When use or storage of explosives or other hazardous materials or equipment or unusual methods are necessary for execution of the Work, the Contractor shall exercise utmost care and carry on such activities under supervision of properly qualified personnel.
7. The Contractor shall promptly remedy damage and loss (other than damage or loss insured under property insurance required by the Contract Documents) to property referred to in Section X(A)(1) caused in whole or in part by the Contractor, a Subcontractor, a Sub-subcontractor, or anyone directly or indirectly employed by any of them, or by anyone for whose acts they may be liable and for which the Contractor is responsible under Section X(A), except damage or loss attributable to acts or omissions of the Owner or Consultant or anyone directly or indirectly employed by either of them, or by anyone for whose acts either of them may be liable, and not attributable to the fault or negligence of the Contractor. The foregoing obligations of the Contractor are in addition to the Contractor's obligations under Section III(Q).

8. The Contractor shall designate a responsible member of the Contractor's organization at the site whose duty shall be the prevention of accidents. This person shall be the Contractor's superintendent unless otherwise designated by the Contractor in writing to the Owner and Consultant.
 9. The Contractor shall not load or permit any part of the construction or site to be loaded so as to endanger its safety.
- B. Emergencies. In an emergency affecting safety of persons or property, the Contractor shall act, at the Contractor's discretion, to prevent threatened damage, injury or loss. Additional compensation or extension of time claimed by the Contractor on account of an emergency shall be determined as provided in Section IV(B) and Section VII.
- C. Hazardous Materials and Substances
1. The Contractor is responsible for compliance with any requirements included in the Contract Documents regarding hazardous materials or substances. If the Contractor encounters a hazardous material or substance not addressed in the Contract Documents and if reasonable precautions will be inadequate to prevent foreseeable bodily injury or death to persons resulting from a material or substance, including but not limited to asbestos or polychlorinated biphenyl (PCB), encountered on the site by the Contractor, the Contractor shall, upon recognizing the condition, immediately stop Work in the affected area and notify the Owner and Architect of the condition.
 2. Upon receipt of the Contractor's notice, the Owner shall obtain the services of a licensed laboratory to verify the presence or absence of the material or substance reported by the Contractor and, in the event such material or substance is found to be present, to cause it to be rendered harmless. Unless otherwise required by the Contract Documents, the Owner shall furnish in writing to the Contractor and Architect the names and qualifications of persons or entities who are to perform tests verifying the presence or absence of the material or substance or who are to perform the task of removal or safe containment of the material or substance. The Contractor and the Architect will promptly reply to the Owner in writing stating whether or not either has reasonable objection to the persons or entities proposed by the Owner. If either the Contractor or Architect has an objection to a person or entity proposed by the Owner, the Owner shall propose another to whom the Contractor and the Architect have no reasonable objection. When the material or substance has been rendered harmless, Work in the affected area shall resume upon written agreement of the Owner and Contractor. By Change Order, the Contract Time shall be extended appropriately and the Contract Sum shall be increased by the amount of the Contractor's reasonable additional costs of shutdown, delay, and start-up.
 3. To the fullest extent permitted by law, the Owner shall indemnify and hold harmless the Contractor, Subcontractors, Architect, Architect's consultants, and agents and employees of any of them from and against claims, damages, losses, and expenses, including but not limited to attorneys' fees, arising out of or resulting from performance of the Work in the affected area if in fact the material or substance

- presents the risk of bodily injury or death as described in Section C(1) and has not been rendered harmless, provided that such claim, damage, loss, or expense is attributable to bodily injury, sickness, disease or death, or to injury to or destruction of tangible property (other than the Work itself), except to the extent that such damage, loss, or expense is due to the fault or negligence of the party seeking indemnity.
4. The Owner shall not be responsible under this Section 1 for hazardous materials or substances the Contractor brings to the site unless such materials or substances are required by the Contract Documents. The Owner shall be responsible for hazardous materials or substances required by the Contract Documents, except to the extent of the Contractor's fault or negligence in the use and handling of such materials or substances.
 5. The Contractor shall reimburse the Owner for the cost and expense the Owner incurs (1) for remediation of hazardous materials or substances the Contractor brings to the site and negligently handles, or (2) where the Contractor fails to perform its obligations under Section C(1), except to the extent that the cost and expense are due to the Owner's fault or negligence.
 6. If, without negligence on the part of the Contractor, the Contractor is held liable by a government agency for the cost of remediation of a hazardous material or substance solely by reason of performing Work as required by the Contract Documents, the Owner shall reimburse the Contractor for all cost and expense thereby incurred.

SECTION XI – INSURANCE AND BONDS

A. Contractor's Liability Insurance

1. The Contractor shall purchase from and maintain in a company or companies lawfully authorized to do business in the State of Oklahoma such insurance as will protect the Contractor from claims set forth below which may arise out of or result from the Contractor's operations under the Contract and for which the Contractor may be legally liable, whether such operations be by the Contractor or by a Subcontractor or by anyone directly or indirectly employed by any of them, or by anyone for whose acts any of them may be liable:
 - a. claims under worker compensation;
 - b. claims involving contractual liability insurance;
 - c. liability insurance required by 61 O.S. §113 in an amount not less than \$25,000 for any claim of loss of property arising out of a single act, \$125,000 for any claim of injuries, including accidental death; and \$1,000,000 for any number of claims arising out of a single accident; and
 - d. builder's risk insurance
2. The insurance required by Section XI(A)(1) shall be written for not less than limits of liability specified in the Contract Documents or required by law, whichever coverage

is greater. Coverage, whether written on an occurrence or claims-made basis, shall be maintained without interruption from date of commencement of the Work until date of final acceptance by the Owner.

3. Certificates of Insurance acceptable to the Owner shall be filed with the Owner with the executed Contract. These Certificates and the insurance policies required by this Section XI(A) shall contain a provision that coverage afforded under the policies will not be canceled or allowed to expire until at least 30 days' prior written notice has been given to the Owner.

B. Performance Bond, Maintenance Bond and Statutory Bond.

1. The Contractor is required to have three bonds for Contracts with the Authority exceeding Fifty Thousand Dollars (\$50,000.00):
 - a. Performance Bond for 100% of the value of the Contract to insure completion of the Work.
 - b. Maintenance Bond for 100% of the value of the Contract to provide correction of defects in the construction and equipment for one year after acceptance of the Work; and
 - c. Statutory Bond for 100% of the Contract to assure that the Owner is protected from the action of Subcontractors, suppliers and employees for unpaid debts of the Contractor.
2. All bonds shall be on the forms prescribed and issued by the Owner. All bond submittals shall contain all terms and conditions of the bonds or applicable to the bonds.
3. Irrevocable Letters of Credit may be used as a substitute for the bonds required in (B) (1) above. The Letters must be on the forms prescribed and provided by the Owner and issued by a financial institution insured by Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation.
4. Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor or the Owner shall promptly furnish a copy of the bonds or of letters of credit or shall permit a copy to be made.

SECTION XII – UNCOVERING AND CORRECTION OF WORK

A. Uncovering of Work.

1. If a portion of the Work is covered contrary to the Consultant's request or to requirements specifically expressed in the Contract Documents, it must, if required in writing by the Consultant, be uncovered for the Consultant's observation and be replaced at the Contractor's expense without change in the Contract Time.

2. If a portion of the Work has been covered which the Consultant has not specifically requested to observe prior to it being covered, the Consultant may request to see such Work and it shall be uncovered by the Contractor. If such Work is in accordance with the Contract Documents, costs of uncovering and replacement shall, by appropriate Change Order, be charged to the Owner. If such Work is not in accordance with the Contract Documents, the Contractor shall pay such costs unless the condition was caused by the Owner or a separate contractor in which event the Owner shall be responsible for payment of such costs.

B. Correction of Work.

1. The Contractor shall promptly correct Work rejected by the Consultant or failing to conform to the requirements of the Contract Documents, whether observed before or after Substantial Completion and whether or not fabricated, installed or completed. The Contractor shall bear costs of correcting such rejected Work, including additional testing and inspections and compensation for the Consultant's services and expenses made necessary thereby.
2. If, within one year after the date of Final Completion of the Work or after the date for commencement of warranties established under Section IX(G)(1), or by terms of an applicable special warranty required by the Contract Documents, any of the Work is found to be not in accordance with the requirements of the Contract Documents, the Contractor shall correct it promptly after receipt of written notice from the Owner to do so unless the Owner has previously given the Contractor a written acceptance of such condition. This obligation under this Section XII(B)(2) shall survive acceptance of the Work under the Contract and termination of the Contract. The Owner shall give such notice promptly after discovery of the condition.
3. The Contractor shall remove from the site portions of the Work which are not in accordance with the requirements of the Contract Documents and are neither corrected by the Contractor nor accepted by the Owner.
4. If the Contractor fails to correct nonconforming Work within a reasonable time, the Owner may correct it in accordance with Section II (C). If the Contractor does not proceed with correction of such nonconforming Work within a reasonable time fixed by written notice from the Consultant, the Owner may remove it and store the salvable materials or equipment at the Contractor's expense. If the Contractor does not pay costs of such removal and storage within ten days after written notice, the Owner may upon ten additional days written notice sell such materials and equipment at auction or at private sale and shall account for the proceeds thereof, after deducting costs and damages that should have been borne by the Contractor, including compensation for the Consultant's services and expenses made necessary thereby. If such proceeds of sale do not cover costs which the Contractor should have borne, the Contract Sum shall be reduced by the deficiency. If payments then or thereafter due the Contractor are not sufficient to cover such amount, the Contractor shall pay the difference to the Owner.

5. The Contractor shall bear the cost of correcting destroyed or damaged construction, whether completed or partially completed, of the Owner or separate Contractors caused by the Contractor's correction or removal of Work which is not in accordance with the requirements of the Contract Documents.
6. Nothing contained in this Section XII(B) shall be construed to establish a period of limitation with respect to other obligations which the Contractor might have under the Contract Documents.

SECTION XIII – MISCELLANEOUS PROVISIONS

- A. **Governing Law.** The Contract shall be governed by Oklahoma law.
- B. **Successors and Assigns.** The Contractor respectively bind themselves, their partners, successors, assigns and legal representatives to the other party hereto and to partners, successors, assigns and legal representatives of such other party in respect to covenants, agreements and obligations contained in the Contract Documents. The Contractor shall not assign the Contract or any portion thereof without written consent of the Owner. If the Contractor attempts to make such an assignment without such consent, the Contractor shall nevertheless remain legally responsible for all obligations under the Contract.
- C. **Written Notice.** Written notice shall be deemed to have been duly served if delivered in person to the individual or a member of the firm or entity or to an officer of the corporation for which it was intended, or if delivered at or sent by registered or certified mail to the last business address known to the party giving notice.
- D. **Rights and Remedies.**
 1. Duties and obligations imposed by the Contract Documents and rights and remedies available thereunder shall be in addition to and not a limitation of duties, obligations, rights and remedies otherwise imposed or available by law.
 2. No action or failure to act by the Owner, Consultant or Contractor shall constitute a waiver of a right or duty afforded them under the Contract, nor shall such action or failure to act constitute approval of or acquiescence in a breach thereunder, except as may be specifically agreed in writing.
 3. **Contractor's Claim for Damages.** Should the Contractor claim compensation for any alleged damage by reasons of the acts or omissions of the Owner, he shall within ten (10) days after the sustaining of such damage, make a written statement to the Consultant setting out in detail the nature of the alleged damage. On or before the 25th day of the month succeeding that in which any such damage is claimed to have been sustained, the Contractor shall file with the Consultant an itemized statement of the details and amount of such damage and upon request give the consultant access to all books of accounts, receipts, vouchers, bills of lading and other books or papers containing any evidence as to the amount of such damage. Unless such statement

shall be filed as thus required, the Contractor's claim for compensation shall be waived and he shall not be entitled to payment on account of any such damage.

E. Tests and Inspections.

1. Tests, inspections and approvals of portions of the Work required by the Contract Documents shall be made at appropriate times as specified. Unless otherwise provided, the Contractor shall make arrangements for such tests, inspections and approvals with the independent testing laboratory under separate contract with the Owner. The Contractor shall give the Consultant timely notice of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear costs of tests, inspections or approvals.
2. If the Consultant or Owner determine that portions of the Work require additional testing, inspection or approval not included under Section XIII(E) (1), the Consultant will, upon written authorization from the Owner, instruct the Contractor to make arrangements for such additional testing, inspection or approval by an entity acceptable to the Owner, and the Contractor shall give timely notice to the Consultant of when and where tests and inspections are to be made so the Consultant may observe such procedures. The Owner shall bear such costs except as provided in Section XIII (E) (3).
3. If such procedures for testing, inspection or approval under Section XIII(E) (1) and (2) reveal failure of the portions of the Work to comply with requirements established by the Contract Documents, the Contractor shall bear all costs made necessary by such failure including those of repeated procedures and compensation for the Consultant's services and expenses.
4. Required certificates of testing, inspection or approval shall, unless otherwise required by the Contract Documents, be secured by the Contractor and promptly delivered to the Consultant.
5. If the Consultant is to observe tests, inspections or approvals required by the Contract Documents, the Consultant will do so promptly and, where practicable, at the normal place of testing.
6. Tests or inspections conducted pursuant to the Contract Documents shall be made promptly to avoid unreasonable delay in the Work.

- F. Audits and Records: As used in this clause, "records" includes books, documents, accounting procedures and practices, and other data, regardless of type and regardless of whether such items are in written form, in the form of computer data, or in any other form. In accepting this contract, the Contractor agrees any pertinent entity will have the right to examine and audit all records relevant to execution of the resultant contract. The contractor is required to retain all records relative to this contract for the duration of the contract term and for a period of three years following completion and/or termination of

the contract. If an audit, litigation, or other action involving such records are started before the end of the three year period, the records are required to be maintained for three years from the date that all issues arising out of the action are resolved or until the end of the three year retention period, whichever is later.

- G. The Contractor certifies that it and all proposed subcontractors, whether known or unknown at the time this contract is executed or awarded, are in compliance with 25 O.S. §1313 and participate in the Status Verification System. The Status Verification System is defined in 25 O.S. §1312 and includes but is not limited to the free Employee Verification Program (E-Verify) available at www.dhs.gov/e-verify.
- H. Americans with Disabilities Act of 1990 (“ADA”) (42 U.S.C. 12101). As a public entity, the City may only contract with other entities which comply with the ADA. Contractors, by signing the bid documents and entering into a contract with the City of Norman, signify that they are aware of and comply with the requirements of the ADA. Failure to be in compliance with the ADA may require cancellation of a contract.

SECTION XIV – TERMINATION OR SUSPENSION OF THE CONTRACT

A. Termination by the Contractor.

1. The Contractor may terminate the Contract if the Work is stopped for a period of 30 days through no act or fault of the Contractor or a Subcontractor, Sub-subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor, for any of the following reasons:
 - a. issuance of an order of a court or other public authority having jurisdiction;
 - b. an act of government, such as a declaration of national emergency, making material unavailable; or
 - c. If repeated suspensions, delays or interruptions by the Owner as described in Section XIV(C) constitute in the aggregate more than 100 percent of the total number of days scheduled for completion, or 120 days in any 365-day period, whichever is less.
2. If one of the above reasons exists, the Contractor may, upon seven additional days written notice to the Owner and Consultant, terminate the Contract and recover from the Owner payment for Work executed.
3. If the Work is stopped for a period of 60 days through no act or fault of the Contractor or a Subcontractor or their agents or employees or any other persons performing portions of the Work under contract with the Contractor because the owner has persistently failed to fulfill the Owner's obligations under the Contract Documents with respect to matters important to the progress of the Work, the Contractor may, upon seven additional days written notice to the Owner and the Consultant, terminate the Contract and recover from the Owner as provided in Section XIV(A) (2).

B. Termination by the Owner for Cause.

1. The Owner may terminate the Contract if the Contractor:
 - a. persistently or repeatedly refuses or fails to supply enough properly skilled workers or proper materials;
 - b. fails to make payment to Subcontractors for materials or labor in accordance with the respective agreements between the Contractor and the Subcontractors;
 - c. persistently disregards laws, ordinances, or rules, regulations or orders of a public authority having jurisdiction;
 - d. repeatedly fails to comply with the terms and conditions of the Contract and Contract Documents;
 - e. or is otherwise guilty of substantial breach of a provision of the Contract Documents.
2. When any of the above reasons exist, the Owner may without prejudice to any other rights or remedies of the Owner and after giving the Contractor and the Contractor's surety, if any, seven days written notice, terminate employment of the Contractor and may, subject to any prior rights of the surety:
 - a. take possession of the site and of all materials, equipment, tools, and construction equipment and machinery thereon owned by the Contractor;
 - b. accept assignment of subcontracts; and
 - c. finish the Work by whatever reasonable method the Owner may deem expedient.
3. When the Owner terminates the Contract for one of the reasons stated in Section B(1) herein, the Contractor shall not be entitled to receive further payment until the Work is finished.
4. If the unpaid balance of the Contract Sum exceeds costs of finishing the Work, including compensation for the Consultant's services and expenses made necessary thereby, such excess shall be paid to the Contractor. If such costs exceed the unpaid balance, the Contractor shall pay the difference to the Owner. The amount to be paid to the Contractor or Owner, as the case may be, shall be certified by the Consultant, upon application, and this obligation for payment shall survive termination of the Contract.

C. Suspension by the Owner for Convenience

1. The Owner may, without cause, order the Contractor in writing to suspend, delay or interrupt the Work in whole or in part for such period of time as the Owner may determine.
2. An adjustment shall be made for increases in the cost of performance of the Contract. No adjustment shall be made to the extent:
 - a. that performance is, was or would have been so suspended, delayed or interrupted by another cause which the Contractor is responsible; or

- b. that an equitable adjustment is made or denied under another provision of this Contract.
- 3. Adjustments made in the cost of performance may have a mutually agreed fixed or percentage fee.

GENERAL PROVISIONS

SECTION 201 - DEFINITIONS OF TERMS

201.01 – DEFINITIONS

Wherever the words, forms or phrases herein defined, or pronouns used in their stead, occur in these specifications, in the contract or in the advertisement or any document or instrument herein contemplated or to which these specifications apply, the intent and meaning shall be interpreted as follows:

AdvertisementAll of the legal publications pertaining to the work contemplated or under contract.

A.N.S.I.American National Standards Institute.

A.S.T.M.The American Society for Testing Materials.

Award.....The decisions of the City to accept the lowest responsible and most advantageous bid for the work, subject to the execution and approval of a satisfactory contract and the required bonds therefor, and to such other conditions as may be specified or otherwise required by law.

AuthorityThe Norman Municipal Authority

Bidder.....Any person or persons, partnership, company, firm or corporation acting directly or through a duly authorized representative submitting a proposal for the work contemplated.

City.....The City of Norman, Oklahoma, a Municipal Corporation, acting through its duly authorized assistants or agents.

City AttorneyThe City Attorney of the City of Norman, Oklahoma, or their duly authorized assistants or agents.

| | |
|------------------------|---|
| City Clerk | The City Clerk of the City of Norman, Oklahoma, or their duly authorized assistants or agents. |
| City Manager | The Manager of the City of Norman, Oklahoma |
| City Controller | The City Controller of the City of Norman, Oklahoma or his duly authorized assistants or agents. |
| Contract | The written agreement covering the performance of the Work. The Contract includes the Advertisement and Notice to Bidders, Proposal, Bonds, Specifications, including special provisions, plans or working drawings and any supplemental agreement pertaining to the work or materials therefore. |
| Contractor | The person or persons, partnership, company, firm, or corporation entering into Contract for the execution of the work, acting directly or through a duly authorized representative. |
| Consultant | The City of Norman Development Coordinator, or their duly authorized agents, assistants, inspectors, or Superintendent. |
| Furnish | To supply. |
| Maintenance Bond | The approved form of security furnished by the Contractor and their Surety as a guarantee that they will maintain the work constructed by them in good condition for the period of time required. |
| Mayor | The Mayor of the City of Norman, Oklahoma. |
| Performance Bond | The approved form of security furnished by the Contractor and their surety as a guarantee of good faith on the part of the Contractor to execute the work in accordance with the plans and specifications and terms of the Contract. |
| Plan or Plans | All of the drawings pertaining to the Contract and made a part thereof, including such supplementary drawings as the Consultant may issue from time to time, in order to elucidate other drawings or for the |

purpose of showing changes in the work as authorized under the Section "Changes and Alterations," or for showing details not shown thereon.

| | |
|--------------------------|---|
| Proposal..... | The written statement or statements duly filed with the Purchasing Agent of the person or persons, partnership, company, firm, or corporation proposing to do the work contemplated. |
| Proposal Form..... | The approved form on which the formal bids for the Work are to be prepared and submitted. |
| Proposal Guaranty..... | The security, designated in the "Proposal Form" and in the "Advertisement," to be furnished by the Bidder as a guarantee of good faith to enter into contract with the City and to execute the required bonds for the work contemplated after the work is awarded to him. |
| Provide | To furnish and erect or install. |
| Special Provisions | The special clauses setting forth conditions or requirements peculiar to the specific project involved supplementing the Standard Specifications and taking precedent over any conditions or requirements of the Standard Specifications with which they are in conflict. |
| Specifications | The directions, provisions, and requirements contained herein, together with the "Special Provisions" supplemental hereto, pertaining to the method and manner of performing the work or to the quantities or qualities of materials to be furnished under the Contract. |
| Statutory Bond | The approved form of Surety set up and furnished by the Contractor and his Surety as a guarantee that he will pay, in full, all bills and accounts for materials and labor used in the construction of the work, as provided by law. |
| Surety or Sureties | The corporate body which is bound by such bonds as are required with and for the Contractor, and engages to be responsible for the entire and satisfactory fulfillment of the Contract and for any |

and all requirements as set out in the specifications, Contract, or plans.

The WorkAll work, including the furnishing of labor, materials, tools, equipment and incidentals, to be performed by the Contractor under the terms of the Contract.

Working Day.....Work shall be done only during regular and commonly accepted and prescribed working hours Monday through Friday. No Work shall be done nights, Saturdays, Sundays, or legal holidays, as recognized by the City of Norman, unless the Contractor submits a written request to the Owner which requests working outside of regular working hours, or on Saturdays, Sundays, or legal holidays. The Owner will respond to each of these requests, individually. Eight (8) hours shall constitute a day's work and the Contractor shall observe all State laws and City ordinances governing hours of work.

SECTION 202 – PROPOSAL REQUIREMENTS AND CONDITIONS

202.01 – CONTENTS OF PROPOSAL FORM

The Authority will furnish Bidders with proposal forms which will state the general locations and description of the contemplated work and which will contain a list of the items of work to be done or materials to be furnished and upon which bid prices are asked. The proposal form will state the time limits for commencing and for completing the work and will provide for entering the amount of the proposal guaranty. The proposal form will contain a Non-Collusion Affidavit.

202.02 – INTERPRETATION OF PLANS AND SPECIFICATIONS

If any person contemplating submitting a bid for the proposed Contract is in doubt as to the true meaning of any part of the plans, specifications or other proposed Contract documents, he may submit to the Consultant a written request for an interpretation thereof. The person submitting such request will be responsible for its prompt delivery. An interpretation of the proposed documents will be made only by Addendum issued and a copy of such Addendum will be mailed or delivered to each person receiving a set of such documents. The Authority will not be responsible for any other explanations or interpretations of the proposed document.

202.03 – EXAMINATION OF DOCUMENTS AND SITE OF WORK

Bidders are required, prior to submitting any proposal, to read carefully the Specifications, the Proposal, Contract and Bond forms; to examine carefully all plans on file with the City Controller and Consultant; to visit the site of work; to examine carefully local conditions; to

inform themselves by their independent research of the difficulties to be encountered and judge for themselves of the accessibility of the work and all attending circumstances affecting the cost of doing the work in the time required for its completion and obtain any information required to make an intelligent proposal. Bidders shall rely exclusively upon their own estimates, investigations and other data which are necessary for full and complete information upon which the proposal may be based. It is mutually agreed that submission of a proposal will evidenced that the Bidder has made the examinations and investigations required herein.

202.04 – PREPARATION OF PROPOSAL

The Bidder shall submit his proposal on the forms furnished by the Authority. All blank spaces in the proposal forms shall be correctly filled in and the Bidder shall state the prices, written in ink, both in words and numerals, for which he proposes to do the work contemplated or furnish the materials required.

Such prices shall be written distinctly legible. In case of conflict between words and numerals, the words will govern. If the proposal is submitted by an individual, his name must be signed by him or his duly authorized agent and his post office address given. If the proposal is submitted by a firm or partnership, the name and post office address of each member must be given and the proposal signed by a member of the firm or partnership as a person duly authorized. If the proposal is made by a company or corporation, the company or corporate name and the state under the laws of which said company or corporation is chartered and the business address must be given and the proposal signed by an official or agent duly authorized. Powers of Attorney, authorizing agents or other to sign proposals must be properly certified and must be in writing and on file with the City Clerk or submitted with the proposal.

202.05 – PROPOSAL AFFIDAVIT

Each proposal or copy thereof shall be accompanied by a sworn statement in writing that the person signing the proposal executed said proposal in behalf of the Bidder therein named and that he had lawful authority to do so and that the said Bidder has not directly or indirectly entered into any agreement, express or implied, with any other Bidder or Bidders having for its object the controlling of the amount of such bid or any bids, the limiting of the bids or bidders, the parceling or farming out to any Bidder or the subject matter of the bid or the profits thereof, and that he has not and will not divulge said sealed bid to any person whatever except those having a partnership or other financial interest with him in said bid, until after the said sealed bids are opened.

202.06 – PROPERTY GUARANTY

Proposals will not be considered unless the original filed with the Purchasing Agent is accompanied by a Bidder's bond, or certified or cashier's check in the required amount, made payable to the "Norman Municipal Authority." The check shall be in the amount as designated in the Advertisement. The Proposal Guaranty is required as evidence of good faith and as a guarantee that, if awarded the Contract, the Bidder will execute the contract and furnish the required bonds within the required time.

202.07 – FILING OF PROPOSALS

No proposals will be considered by the Authority unless they are filed in a sealed envelope, with the Purchasing Agent at his office at 201 West Gray Street, Building C, Norman, Oklahoma, within the time limit for receiving proposals, as stated in the Advertisement. The proposal shall be plainly marked on the envelope with the word "Proposal" and the name of the project.

202.08 – WITHDRAWAL OF PROPOSALS

Permission will not be granted to withdraw or modify and proposal after it has been filed and before the time set for opening proposals. Request for non-consideration of proposals must be made in writing, addressed to the Norman Municipal Authority and filed with the Purchasing Agent before the time set for opening proposals. After other proposals are opened and read, the proposal for which withdrawal is properly requested and granted will be returned unopened.

202.09 – OPENING OF PROPOSALS

The proposals filed with the Purchasing Agent will be opened at the time stated in the Advertisement and shall thereafter remain on file in the office of the Purchasing Agent two (2) days before any Contract will be entered into, based on such proposals. Bidders are invited to attend the opening of the proposals.

202.10 – IRREGULAR PROPOSALS

Proposals will be considered irregular if they show any omissions, alterations of forms, additions or conditions not called for, unauthorized alternate bids or irregularities of any kind. However, the Authority reserves the right to waive technicalities as to changes, alterations or reservations and make the award in the best interest of the Authority.

202.11 – REJECTION OF PROPOSALS

The Authority reserves the right to reject any or all proposals, and all proposals submitted are subject to this reservation. Proposals may be rejected for any of the following specific reasons:

- a. Proposal received after time limit for receiving proposals as stated in the Advertisement.
- b. Proposal prices obviously unbalanced.
- c. Summation of proposal prices on any one project above the Engineer's estimate of cost for such project.
- d. Proposal containing any irregularities.

202.12 – DISQUALIFICATION OF BIDDERS

Bidders will be disqualified and their proposals not considered for any of the following specific reasons:

- a. Where more than one proposal for an individual, firm, partnership or corporation is filed under the same or different names and where such proposals are not identical in every respect.
- b. Reasonable grounds for believing that any Bidder is interested in more than one proposal for the work contemplated or materials to be furnished.
- c. Reason for believing that collusion exists among the Bidders.
- d. The Bidder being in arrears on any existing Contracts, interested in any litigation against the Authority, or having defaulted on a previous Contract.
- e. Lack of competency, as revealed by the financial statement, experience and equipment questionnaires, etc.
- f. Uncompleted work, in the judgment of the Authority, will hinder or prevent the prompt completion of additional work, if awarded.

202.13 – FALSE INFORMATION AFFIDAVIT

Each bidder must submit with the bid proposal a “False Information Affidavit” which states that neither the bidding company nor any other company, owned or previously owned by anyone who is in an ownership or managerial capacity with the bidding company has ever knowingly submitted false information to the Authority.

SECTION 203 – AWARD AND EXECUTION OF CONTRACT

203.01 – CONSIDERATION OF PROPOSALS

After the proposals are opened, those proposals containing unit prices will be tabulated for comparison on the basis of the quantities shown in the approximate estimate. Until the final award of the Contract, the City reserves the right to reject any or all proposals, to waive technicalities and to advertise for new proposals or proceed to do the work otherwise when the best interest of the Authority will be promoted thereby.

203.02 – AWARD OF CONTRACT

The Authority reserves the right to withhold the award of the Contract for a reasonable period of time from the date of opening the proposals and no award will be made until the necessary investigations are made as to the responsibility of the low Bidder. No Contract will be awarded until at least 24 hours after opening the proposals. The awarding of the Contract shall give the Bidder no right of action or claim against the Authority upon such Contract until the execution of the Contract shall have been completed and the Contract delivered to the Contractor. The Authority reserves the right to award all or any portion of the work.

203.03 – RETURN OF PROPOSAL GUARANTY

As soon as the proposal prices have been compared, the Authority may, at its discretion, return the proposal guaranties accompanying those proposals which, in its judgment would not be considered in making the award. After the award is made, only the successful Bidder's check will be retained until the required Contract and Bonds have been executed, after which it will be returned to the Bidder. Should the awarding of the Contract be delayed more than thirty (30) days, all Bidders' checks will be returned, unless such delay is from causes beyond the control of the Authority, and, in such event, the proposal and Bidder's check, of any Bidder, will be returned at the Bidder's option.

203.04 – SURETY BONDS

With the execution of delivery of the Contract, the Contractor shall furnish and file with the Authority in the amounts required, the following surety bonds:

- a. A good and sufficient Performance Bond in an amount equal to one hundred (100%) percent of the approximate total amount of the Contract, guaranteeing the full and faithful execution of the work and performance of the Contract and for the protection of the Authority and all property owners interested against any damage by reason of negligence of the Contractor, or the improper execution of the work or the use of inferior materials.
- b. A good and sufficient Statutory Bond in an amount equal to one hundred (100%) percent of the approximate total amount of the Contract, guaranteeing payment for all labor, materials, and equipment used in the construction of the improvements.
- c. A good and sufficient Maintenance Bond in an amount equal to one hundred (100%) percent of the total amount of the Contract, guaranteeing the maintenance in good condition of such improvements for a period to one (1) year from and after the time of the completion and acceptance by the City of said improvements.

No Surety will be accepted who is now in default or delinquent on any bond or who is interested in any litigation against the Authority. All bonds shall be made on forms furnished by the Authority and shall be executed by surety companies licensed to do business in the State of Oklahoma and acceptable to the Authority. Each bond shall be executed by the Contractor and the Surety. Should any Surety on the Contract be determined unsatisfactory at any time by the Authority, notice will be given to the Contractor to that effect, and the Contractor shall forthwith substitute a new Surety or Sureties satisfactory to the Authority. No payment will be made under the Contract until the new Surety or Sureties, as required, have qualified and been accepted by the Authority. The Contract shall not be operative nor shall any payments be due until approval of the bonds has been made to the Authority.

203.05 – EXECUTION OF CONTRACT

The person or persons, partnership, company, firm, or corporation to whom the Contract is to be awarded, shall sign the necessary agreements entering into the required Contract with the Authority and execute and deliver the required bonds.

No Contract shall be binding on the City until it has been approved by the City Attorney, executed by the Authority, and delivered to the Contractor.

203.06 – FAILURE TO EXECUTE CONTRACT

Upon failure of the Bidder to execute the required bonds or to sign the required Contract after the Contract is transmitted to the Contractor, he will be considered to have abandoned his proposal. By reason of the uncertainty of market prices of the materials and labor and it being impracticable and extremely difficult to fix the amount of damages to which the Authority would be put by reasons of said Bidder's failure to execute said Bonds and Contract, the proposal guaranty accompanying the proposal shall be the agreed amount of damages which the Authority will suffer by reason of such failure on the part of the Bidder and shall thereupon be retained by the City as liquidated damages. The filing of a proposal will be considered as an acceptance of this provision.

Time is of the essence. The Parties stipulate that the damage for failure to complete the project within the designated Substantial Completion date is \$500 per day, including \$500 per day for each day exceeding 30 past the Substantial Completion date.

IN WITNESS WHEREOF, the Parties hereto have caused this instrument to be executed, in multiple copies on the respective dates herein below reflected to be effective on the date executed by the Authority Chairperson of the Norman Municipal Authority.

CONTRACTORBy: *Arnon Stroops*

Corporate Seal, where applicable:

Name: Arnon StroopsTitle: VICE PRESIDENT**ATTEST:**By: Paulina RodriguezTitle: HR Generalist**Contract Affidavit**

STATE OF Oklahoma
 COUNTY OF OKLAHOMA

Arnon Stroops, 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, donated, or agreed to pay the above CONTRACT or 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.

Arnon Stroops
 Signature

Submitted and sworn to before me this 14 day of January 2021.

Paulina Rodriguez
 Notary Public

Commission Number: 21009617

My Commission Expires: 7/22



OWNER

By: _____
Breea Clark, Chairperson

ATTEST:

By: _____
Brenda Hall, Secretary

Approved as to form and legality this _____ day of _____, 2021.

City Attorney

AFFIDAVIT

STATE OF _____

P.O. No. _____

COUNTY OF _____

INVOICE No. _____

AMOUNT _____

The undersigned contractor, of lawful age, being duly sworn, on oath says that this invoice or claim is true and correct and that (s)he is authorized to submit the invoice pursuant to an approved Contract. Affiant further states that the work, as shown by this invoice, has been completed in accordance with the plans and specifications furnished the Affiant. Affiant further states that (s)he has made no payments, given, or donated or agreed to pay, give or donate, either directly or indirectly, to any elected official, officer or employee of the City of Norman, money or any other thing of value to obtain payment of the invoice or to procure award of this Contract order pursuant to which an invoice is submitted.

Company Name_____
Engineer or Supervisory Official

Submitted and sworn to before me this _____ day of _____, 2021.

Notary Public

Commission Number: _____

My Commission Expires: _____

This form must be completed and submitted before any invoice over \$12,500.00 can be processed for payment.

Preconstruction Services Proposal



Norman ECOC

| Team Members | (\$/hr) | Staff Assignments | Jan-22 | Feb-22 | Mar-22 | Apr-22 | ##### | Jun-22 | Jul-22 | Aug-22 | Sep-22 | Oct-22 | Nov-22 | Dec-22 | Jan-23 | Total Hours | Total |
|-----------------------------------|-----------|--------------------------|---|--------|--------|--------|-------|--------|--------|--------|--------|--------|--------|--------|--------|-------------|--------------|
| Preconstruction Staffing | | | | | | | | | | | | | | | | | |
| Aaron Stoops | | Project Executive | | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | | | | | | No Charge |
| Justin Lockwood | \$ 120.00 | Preconstruction Manager | | 40 | 10 | 10 | 40 | 10 | 10 | 40 | 10 | | | | | 170 | \$ 20,400.00 |
| Luis Urbina | \$ 85.00 | Preconstruction Engineer | | 20 | 10 | 10 | 20 | 10 | 10 | 20 | 10 | | | | | 110 | \$ 9,350.00 |
| Joshua Jacox | \$ 90.00 | Project Manager | | 5 | 5 | 5 | 5 | 5 | 5 | 5 | 5 | | | | | 40 | No Charge |
| | | Other | | | | | | | | | | | | | | 0 | \$ - |
| Total Preconstruction Staffing | | | | | | | | | | | | | | | | 320 | \$ 29,750.00 |
| Preconstruction Requirements | | | Notes For Clarity | | | | | | | | | | | | | | |
| Bid Advertisements & Solicitation | | | 2 bid packages assumed @ \$350/EA | | | | | | | | | | | | | \$ 700.00 | |
| Plan Reproduction | | | 6 Plan Sets assumed (2 sets for each phase - SD, DD, CD) @ \$300/EA | | | | | | | | | | | | | \$ 1,800.00 | |
| Office Supplies & Expenses | | | N/A | | | | | | | | | | | | | | |
| Surveys | | | N/A | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | | | | | | | | | | | | | | | |
| | | | Total Preconstruction Requirements | | | | | | | | | | | | | \$ 2,500.00 | |

Total Preconstruction Services \$ 32,250.00

File Attachments for Item:

24. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1617-69: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY AND ARCHITECTS DESIGN GROUP, INC., (ADG) INCREASING THE CONTRACT AMOUNT BY \$1,097,405 FOR A REVISED CONTRACT AMOUNT OF \$2,152,611 TO PROVIDE ADDITIONAL PROFESSIONAL ARCHITECTURAL DESIGN SERVICES, AND ADDING THE NORMAN MUNICIPAL AUTHORITY AS A PARTY TO THE CONTRACT AND ITS VARIOUS AMENDMENTS, FOR THE EMERGENCY COMMUNICATIONS CENTER/EMERGENCY OPERATIONS CENTER (ECC/EOC).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: City of Norman Police Department

PRESENTER: Major Brent Barbour

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. THREE TO CONTRACT K-1617-69: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, THE NORMAN MUNICIPAL AUTHORITY AND ARCHITECTS DESIGN GROUP, INC., (ADG) INCREASING THE CONTRACT AMOUNT BY \$1,097,405 FOR A REVISED CONTRACT AMOUNT OF \$2,152,611 TO PROVIDE ADDITIONAL PROFESSIONAL ARCHITECTURAL DESIGN SERVICES, AND ADDING THE NORMAN MUNICIPAL AUTHORITY AS A PARTY TO THE CONTRACT AND ITS VARIOUS AMENDMENTS, FOR THE EMERGENCY COMMUNICATIONS CENTER/EMERGENCY OPERATIONS CENTER (ECC/EOC).

BACKGROUND:

This item is a contract with an architectural firm to provide continued planning and design services for the Emergency Communications Center / Emergency Operations Center Project (ECC/EOC). The additional services would provide development of remaining design documents and materials to include necessary items that over time have been able to be added back in to the project scope. The background and history of the Project that has solidified funding and brought the City to this point is outlined below.

On April 1, 2014, the voters of Norman approved Ordinance O-1314-33, extending the dedicated ½ percent Public Safety Sales Tax (PSST) permanently (effective October 1, 2015). The Ordinance directed that 71 personnel added to the City public safety workforce be made permanent; an additional 19 personnel be added over a period of four years (13 police officers to staff a School Resource Officer program; 4 additional Dispatchers; and 2 Emergency Vehicle Mechanics); and a program to replace or acquire Critical Public Safety Capital Needs be implemented. The Critical Public Safety Capital Needs were identified, in priority order, as follows:

Emergency Communication System Replacement - \$15,000,000
 Emergency Operations/Dispatch Center Facility - \$ 6,500,000
 Fire Apparatus Replacement Program - \$ 6,800,000
 Reconstruct/Relocate Fire Station #5 - \$ 3,500,000
TOTAL - \$31,800,000

In discussions and presentations leading up to the approval of the PSST extension, the plan to finance the Emergency Communications (Radio) System and Emergency Operations Center (EOC) facilities through some type of debt issuance was discussed and acknowledged, due to the need to have those facilities functional before sufficient PSST revenues would accrue. Under this plan, available PSST Fund balance would be used as a partial “down payment” on the Communication System and ECC/EOC facility and PSST Fund balance would be used to pay for the fire apparatus and Fire Station 5 reconstruction on a pay-as-you-go basis, as funds became available after the Radio System and ECC/EOC were financed.

Subsequent to the passage of the PSST extension (“PSST II”), Fire Department staff presented to the City Manager and Council Finance Committee the immediate need to replace the most critical of the fire apparatus, a platform fire truck with an estimated cost of \$1,100,000. The Police Department staff also presented the need to hire the School Resource Officer program personnel a year in advance of the time originally projected. It was predicted that the PSST Fund would be able to absorb these advanced expenses, but the amount of debt financing that would be required with this accelerated schedule would be increased. The Finance Department and Legal Department staff, in consultation with the City’s financial advisor and bond counsel teams, proposed a financing package, including the Emergency Communications System, the ECC/EOC Facility and the fire platform truck. This comprehensive financing package for the Critical Public Safety Capital needs was discussed and approved by the Council Finance Committee on February 12, 2015. Proposals from qualified local and regional banking institutions to provide approximately \$22,825,000 in financing with a final maturity in 12 years, secured by a pledge of the PSST II proceeds, were solicited.

Responses in the form of interest rate proposals were received on March 10, 2015, and the lowest and best interest rate bid was forwarded for consideration of the Norman Municipal Authority (NMA) Trustees and Council. Information on the tabulated interest rate bid proposals was distributed at the meeting, as an attachment. The Norman Municipal Authority Trustees and Council considered two resolutions. Several actions were accomplished by the resolutions. Resolution R-1415-90 was a Resolution of the NMA to issue the debt, and R-1415-91 was a resolution of the City of Norman authorizing the issuance of the debt by the NMA in an aggregate amount not to exceed \$22,825,000.

The NMA Resolution (R-1415-90) authorized the following actions:

- Authorize the Issuance of the PSST Revenue Notes;
- Pledge the Revenues of the PSST II sales tax and a portion of the dedicated Capital Sales Tax, subject to annual appropriation, to the repayment of the note indebtedness;
- Waive Competitive Bidding and Authorize the Note to be sold on a Negotiated Basis; Authorize a Sales Tax Agreement between the City of Norman and the NMA;
- Establish the Tax-Exempt Nature of the Note; and
- Authorize the Chair of the NMA Board of Trustees to execute final documents related to the financing

The City of Norman Resolution (R-1415-91) authorized the following actions: Approve the Incurrence of the Indebtedness by the NMA; Waive Competitive Bidding and Authorize the Note to be sold on a Negotiated Basis; Authorize a Sales Tax Agreement between the City of Norman

and the NMA; Establish the Tax-Exempt Nature of the Note; and Authorize the Mayor to execute final documents related to the financing.

That financing closed and those revenues for the Project are noted as Bond Proceeds in the PSST Fund Summary in the Capital Fund Budget document. During the budget process, the City budgeted expenditures of \$500,000 in fiscal year 2015-2016 (FY16) for Design (account 015-9523-419.62-01) and in FY17, \$2,000,000 for Land (account 015-9523-419.60-01; project BP0029) plus \$4,000,000 for materials (account 015-9523-419.63-01; project BP0029) for the ECC/EOC facility. This totals the \$6,500,000 identified for the ECC/EOC facility in the original PSST II Plan. With funding for the Project secured, the design and construction process was then moved forward.

A Request for Qualifications (RFQ 1516-58) was issued on May 16, 2016 asking for firms to present their qualifications for architectural and engineering design of the ECC/EOC. A total of six firms submitted their qualifications for the EOC project. The RFQ responses were reviewed by a Selection Committee of professional staff including Major Kevin Foster, Police Staff Support Bureau; Police Captain Blake Green; Lance Terry, Communications Systems Manager; Angelo Lombardo, Chief Traffic Engineer; and Scott Sturtz, City Engineer. All six firms were scored by each member of the Selection Committee and two firms stood out from the others. These two firms were given the opportunity to present in -person to the Committee. Following the presentations, the Architects Design Group of Winter Park, Florida was selected for this project.

RFQ 1516-58 proposed that the ECC/EOC Design project be completed in phases, similar to other City public works projects. Phase 1 would include a detailed spatial needs assessment, analysis, master planning, and site surveying, and a conceptual building design. Other Phases would include the schematic design and development, preparing construction documents, and assistance in bidding. Other Phases would include construction oversight services by the architectural firm as well as post construction services.

Amendment No. Two to Contract K-1617-69 allowed for design of a facility, which will allow for a much safer and productive facility designed to not only meet the current emergency communication and operations needs of Norman but those of our future. This work has now been completed and awaits further progress authorized in this submission.

On May 25, 2021, the City Council appropriated \$9,500,000 in American Recovery Plan Act entitlement funding (Resolution R-2021-128) to provide for full completion of the ECC/EOC project. The 19,800 square foot design provides for all necessary components and fully hardens the entire structure to help ensure its usability in the event of severe weather emergencies. Project management is ongoing and a Construction Manager at Risk contract is pending for the consideration of the Council/NMA which will hasten to completion of the project.

DISCUSSION:

The space analysis and spatial needs assessment completed in phase 1 recommended a 27,000 square foot facility. During the design phase, a substantial Value Engineering (VE) process was completed lasting from approximately December 2017 through October 2019. The VE process was necessary to ensure the ECC/EOC building was designed and constructed within the provided \$6,500,000 funds allotted for the project. This process resulted in the removal of several critical components of the building including; "Hardening" of the entire structure for

storm protection (only the IT/Data center remained hardened in this scenario); 31% reduction in dispatch consoles; Approximately 10,000 square foot reduction, including removal of training space, supervisor offices and reduced space for EOC and Traffic Management Center (TMC); Removal of vehicle storage/work space. In November of 2019 the City completed necessary Platting process for the entire site. In December 2019 permitting reviews commenced and were completed. At that time, the significantly reduced 12,000 Sq. Ft facility was ready for distribution for construction bids.

The Citizen's Public Safety Sales Tax Oversight Committee, upon its review of the project, has historically and strongly supported inclusion of the reduced items, especially the hardening, inclusion of dispatch consoles, and Traffic Management Center scope.

Amendment No. Two to Contract K-1617-69 completed the Schematic Design (SD) for the program's full scope and hardening of the entire structure. Amendment No. Three will authorize completion of the necessary Phase 2 and other work for the project's completion. This amendment adds \$1,097,405 in architectural and engineering services to Contract K-1617-69. Additionally, this Amendment No. 3 adds the Norman Municipal Authority as a party to the contract K-1617-69 and its various amendments because this project is funded, in part, with bond money from the Norman Municipal Authority.

If approved, the design is intended to be developed in a way that allows for its use with approved additional funding to complete the final design for the Emergency Communications and Emergency Operations Center. Additionally, before the City Council for consideration on this same date is Contract K-2122-88 which, if also approved together with this contract, would allow City Staff and contractors a swift path for getting construction of these imperative facilities underway as soon as possible.

RECOMMENDATION:

Staff recommends that the City Council approve Amendment No. Three to Contract K-1617-69 with Architects Design Group/ADG, Inc., increasing the contract amount by \$1,097,405 for a revised contract amount of \$2,152,611, and adding the Norman Municipal Authority as a party; and, if approved, authorize the execution thereof. Funds from proceeds of the 2015 Norman Municipal Authority Sales Tax Notes are available in the Public Safety Sales Tax Fund Emergency Communications Center, Design (15695523-46201, Project BP0029).

AMENDMENT NO. 3 TO K-1617-69

This Amendment No. 3 to Contract No. K-1617-69 is made and entered into this _____ day of _____ is between the **City of Norman**, a municipal corporation (hereinafter referred to as the “City”), the **Norman Municipal Authority** (hereinafter “NMA”) and **Architects Design Group/ADG, Inc.** (hereinafter referred to as “Architect”).

WITNESSETH:

WHEREAS, the parties entered into Contract No. K-1617-69 on December 13, 2016, an:

ARCHITECTURAL SERVICES AGREEMENT

for the purpose of providing Phase I services on this project, including spatial needs assessment, analysis, master planning, site surveying, and conceptual building design (“Phase 1 Services”); and

WHEREAS, on October 23, 2018, the Amendment No. 1 to K-1617-69, a Phase II Architectural and Engineering Services Agreement, for Phase 2 and 3 Design Services, was approved and fully executed by the Parties. Phase 2 services include schematic design and development, the preparation of construction documents, and bidding assistance; and Phase 3 services include construction oversight (collectively “Phase 2 and 3 Services”);

WHEREAS, on May 28, 2020, the parties entered into Amendment No. 2 to K-1617-69 for the provision of Additional Phase 2 Services by Architect to redesign and expanded ECC-EOC facility, as necessary to serve the City of Norman’s emergency needs, and as outlined and described in “**Attachment A**” and fully incorporated by reference; and

WHEREAS, the parties have agreed to an additional provision of Phase 2 Services by Architect in order to incorporate a further expanded scope for the design of the ECC-EOC facility, as necessary to serve the City of Norman’s emergency needs, and as outlined in the attached “**Exhibits A through E**,” which are fully incorporated herein by reference.

WHEREAS, the original contract must be amended to incorporate Architect’s work as described herein and associated fees; and

WHEREAS, the total compensation to be paid to the Architect for this Contract and Amendment shall be as follows:

For the original Contract:

Not to exceed \$150,030.00¹ for Phase 1 Services

For Amendment No. 1 (“Phase II Architectural and Engineering Services Agreement”):

Not to exceed \$643,676.00 for Phase 2 and 3 Services

¹ Note: Amendment No. 2 to K-1617-69 incorrectly identified this amount as “\$150,300.00.” All amounts and totals are corrected herein.

For Amendment No. 2:

Not to exceed \$261,500.00 for Additional Phase 2 Services.

For Amendment No. 3:

Not to exceed \$1,097,405.00 for Additional Phase 2 services.

Total Amended Contract:

Not to exceed \$2,152,611.00 (an increase of \$1,097,405.00) for all architect services under K-1617-69.

WHEREAS, the contract needs further amendment to add the Norman Municipal Authority (“NMA”) as a principal contracting party to the contract, effective immediately.

NOW, THEREFORE, the parties desire to amend Contract No. K-1617-69 as follows:

1. The introductory paragraph of K-1617-69 is hereby amended such that the “City” shall be defined as including both the City of Norman, a municipal corporation and the Norman Municipal Authority, a public trust for the benefit of the City of Norman, as principal parties to the Agreement.
2. Attachments A through E hereto shall be added, which set forth the applicable terms relating to Additional Phase 2 Services, as described therein, as well as applicable costs and schedule, and which amends and supplements Article 3 (“Scope of Architect’s Basic Services and Article 11 (“Compensation”) of K-1617-69, and its various amendments.

All other terms of Contract No. K-1617-69, and the various referenced amendments, shall remain in full force and effect.

IN WITNESS WHEREOF, the City and the Architect have executed this Amendment No. 3 to Contract No. K-1617-69.

DATED this ____ day of _____, 2020.

[THE REMAINDER OF THIS PAGE LEFT INTENTIONALLY BLANK]

CITY OF NORMAN

("City")

By: _____
Mayor Breea Clark**NORMAN MUNICIPAL AUTHORITY**

("NMA")

By: _____
Chair Breea Clark**ATTEST:**By: _____
Brenda Hall, City Clerk**ATTEST:**By: _____
Brenda Hall, Board Secretary

Approved as to form and legality this ____ day of _____, 2022.

Office of the City Attorney**ARCHITECT DESIGN GROUP/ADG, INC.**

("Architect")

By:  01.14.2022

Name: Ian A Reeves

Title: **President****ATTEST:**By: Name: Rodney McManus, L.L.M. A.C.Title: V.P. of operations

EXHIBIT "A"

Scope of Services:**Emergency Communications Center and Emergency Operations Center****City of Norman, OK**

ADG Project No. 968-16

September 24, 2021

General Description:

The project, and related Scope of Services, is generally described as the Standard Architectural/Engineering Services for the Emergency Communications Center and Emergency Operations Center for the City of Norman; to include the following City of Norman entities:

- **Emergency Communications Center**
- **Emergency Operations Center**
- **Future Facilities (TBD)**

The Phases of Services are herein identified as follows:

1. Phase II: Basic Architectural and Engineering Services:

- 1.1 The Consultant shall provide services for the standard phases (with the exception of Schematic Design (20%), which has already been completed), as defined in the Owner/Consultant agreement, for the proposed facility. These shall include schematic design at 20% (already completed) of the basic services fee, design development at 30%, construction documents at 25%, bidding or GMP coordination at 5%, and construction administration at 20%, respectively. The specialty disciplines that will comprise the remaining design team members will also utilize the outlined phase allocation.
- 1.2 The Consultant and the Client recognize that the requested services are of significant magnitude, scheduling and complexity, which may include the facility being developed in terms of "survivability" as may be required by the City.
- 1.3 Basic Architectural Services includes the following disciplines: architecture, interiors, structural engineering, and mechanical/electrical/plumbing/fire protection engineering.

EXHIBIT "B"

Information Requested**Emergency Communications Center and Emergency Operations Center****City of Norman, OK**

ADG Project No. 968-16

September 24, 2021

Information Requested:

The information that Architects Design Group (ADG) would need from the City of Norman in order to complete this project include:

1. The City shall submit to the consultant, any additional existing documentation relative to the proposed site that has been previously identified and investigated.
2. The City is to provide the Design Team with additional soil borings (at the appropriate time), if additional information is required.
3. The City is to provide the Design Team the latest land development regulations that the Design Team will need to comply with.
4. The City is to provide the Design Team a list of the Permitting Agencies that will be involved in reviewing and/or permitting the project.

EXHIBIT "C"

Project Schedule**Emergency Communications Center and Emergency Operations Center****City of Norman, OK**

ADG Project No. 968-16

September 24, 2021

Schedule:

1. Standard Architectural / Engineering Design10 months
 - a. Schematic Design.....0 months
 - b. Design Development4 months
 - c. Construction Documents4 months
 - d. Bidding2 months
 - e. Construction Administration12 months
 - f. Building Commissioning 1 -2 months

EXHIBIT "D"

Professional Fee Allocation**Emergency Communications Center and Emergency Operations Center**

City of Norman, OK

ADG Project No. 968-16

September 24, 2021

Revised January 14, 2022

Fee Allocation:

The following is the professional fee allocation for the various services defined in Exhibits "A" and "E". Basis of Fee: \$12,367,600 @ 8.5% = \$1,055,730.00

1. **Phase II Basic Services:**

| | | |
|-----|---|----------------------|
| 1.1 | Phase II – A: Schematic Design (20% - already completed)..... | \$ 0.00 |
| 1.2 | Phase II – B: Design Development (30%)..... | \$ 316,919.00 |
| 1.3 | Phase II – C: Construction Documents (25%)..... | \$ 264,133.00 |
| 1.4 | Phase II – D: Bidding (5%)..... | \$ 52,945.00 |
| 1.5 | Phase II – E: Construction Administration (20%) | \$ 211,346.00 |
| 1.6 | Subtotal:..... | \$ 845,343.00 |
| 1.7 | Phase II: Reimbursables..... | \$ 34,000.00 |
| 1.8 | Phase II Basic Services A/E Fees Total:..... | \$ 879,343.00 |

Phase II: Required Additional Services:

| | | |
|------|--|-----------------------|
| 1.9 | On-Site Civil Engineering..... | \$ 67,980.00 |
| 1.10 | Off-Site Civil Engineering..... | \$ TBD |
| 1.11 | Special Construction (Foundation Design)..... | \$ TBD |
| 1.12 | Landscape Architecture & Irrigation Design..... | \$ 16,800.00 |
| 1.13 | Site Lighting Design | \$ 7,200.00 |
| 1.14 | Cost Estimating (100% DD, 30% CD & 90% CD) | \$ 33,242.00 |
| 1.15 | Permit Coordinating..... | \$ 8,000.00 |
| 1.16 | Security Systems Consultant..... | \$ 18,420.00 |
| 1.17 | Technology / Audio-Visual Consultant | \$ 22,540.00 |
| 1.18 | Communications Center / EOC Consultant | \$ 20,780.00 |
| 1.19 | Acoustical Engineer | \$ TBD |
| 1.20 | Renderings (up to 3)..... | \$ 7,500.00 |
| 1.21 | Interior Design & Furniture Selection Review | \$ 8,000.00 |
| | * The City has a consultant that will provide the furniture selections based on the layout outlined in the construction documents. Architects Design Group will provide the layout for the furniture and provide oversight only on the furniture selections. | |
| 1.22 | Alternate Bid Documents (Exceeding Contract Scope)..... | \$ TBD |
| 1.23 | Extended Construction Observation Services..... | \$ TBD |
| 1.24 | Post Occupancy/Warranty Inspection..... | \$ 7,600.00 |
| 1.25 | Record As-Constructed Drawings | \$ TBD |
| 1.26 | Phase II: Additional Services Total: | \$ 218,062.00 |
| | Total Professional A/E Fees:..... | \$1,097,405.00 |

EXHIBIT "D"

Professional Fee Allocation

Emergency Communications Center and Emergency Operations Center

City of Norman, OK

ADG Project No. 968-16

September 24, 2021

Revised December 9, 2021

Page 3

ARCHITECTS DESIGN GROUP, INC.
ADDITIONAL SERVICES HOURLY RATES
Effective 01/2018 through 01/2019

Per hour rates of the Architects, Interior Designers and other personnel are established as follows:

| | |
|---|------------|
| Principals..... | 205.00/hr. |
| Studio Department Principals/Project Architects | 182.00/hr. |
| Associates | 152.00/hr. |
| Project Managers | 145.00/hr. |
| Designers..... | 87.00/hr. |
| Computer Draftsperson I..... | 65.00/hr. |
| Computer Draftsperson II | 65.00/hr. |
| Computer Supervisor | 95.00/hr. |
| Threshold Inspector (Certified)..... | 83.00/hr. |
| Construction Administrators..... | 102.00/hr. |
| Specification Writer | 98.00/hr. |
| Senior Draftsperson | 87.00/hr. |
| Draftsperson I..... | 73.00/hr. |
| Draftsperson II | 65.00/hr. |
| Accounting Services | 83.00/hr. |
| Staff (Word Processor I) | 50.00/hr. |
| Graphic Designer | 72.00/hr. |
| Interior Design Principal..... | 105.00/hr. |
| Interior Design Designer..... | 77.00/hr. |
| Interior Design Specification Writer..... | 76.00/hr. |
| Interior Design Draftsperson I | 66.00/hr. |

Note: Any changes in the above noted hourly rates, after December 2018 shall be provided to the Owner thirty (30) days prior to said date.

EXHIBIT “E”

Other Conditions or Services**Emergency Communications Center and Emergency Operations Center****City of Norman, OK**

ADG Project No. 968-16

September 24, 2021

1. Additional Services:

The owner reserves the right to authorize additional work on the part of the Architect, or consultants, through the Architects. Said work shall be related to facilities for the City of Norman including, but not limited to: feasibility studies, design of new facilities, additions or renovations to existing facilities, master planning and grant applications. These services are to be provided only when authorized in writing by the appropriate authority.

2. Public Presentations:

The Architect, if authorized by the owner, shall participate in a public presentation of the proposed study and shall prepare a presentation for the purposes of assisting the City in the public awareness process.

2.1 The Architect shall provide the Owner with one set of documents, of said presentation, at no additional cost to the Owner.

2.2 The Architect shall make presentations to the general public at the fixed fee to be established on a per meeting basis at a fee of \$1,750/meeting. Said presentations shall be attended by up to two (2) members of the Architectural Team.

3. Phasing of Architects Services:

The concept Design and Schematic Design has already been accomplished for this project. The scope of this contract includes the design (design development through construction documents), bidding, and construction administration of the Emergency Communications Center and Emergency Operations Center. In addition, a Post Occupancy/Warranty Inspection will be conducted 11 months after substantial completion to alert the City and general contractor of any issues that need attention – especially those which are covered under the one year warranty provided.

4. Dispute Resolution:

In the event of a dispute related to any performance or payment obligation arising under this Agreement, the parties agree to exhaust any alternative dispute resolution procedures reasonably imposed by the City prior to filing suit or otherwise pursuing legal remedies.

The Consultant agrees that it will file no suit or otherwise pursue legal remedies based on facts or evidentiary materials that were not presented for consideration to the City in alternative dispute resolution procedures or which the Consultant had knowledge and failed to present during the City procedures.

In the event that City procedures are exhausted and a suit is filed for legal remedies are otherwise pursued, the parties shall exercise best efforts to resolve disputes through voluntary mediation. Mediator selection and the procedures to be employed in voluntary mediation shall be mutually acceptable to the parties. Costs of voluntary mediation shall be shared equally among the parties participating in the mediation.

File Attachments for Item:

25. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-90: A PURCHASE SALE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND JPMORGAN CHASE BANK IN THE AMOUNT OF \$435,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 318-320 EAST COMANCHE STREET AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN WITH JPMORGAN CHASE BANK TO CONTINUE THE SALE PROCESS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-90: A PURCHASE SALE AGREEMENT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND JPMORGAN CHASE BANK IN THE AMOUNT OF \$435,000 FOR THE PURCHASE OF REAL PROPERTY LOCATED AT 318-320 EAST COMANCHE STREET AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO EXECUTE ANY DOCUMENTS ON BEHALF OF THE CITY OF NORMAN WITH JPMORGAN CHASE BANK TO CONTINUE THE SALE PROCESS.

BACKGROUND:

The City took over operation of the transit services in Norman from the University of Oklahoma in July 2019. Since assuming public transportation operations from the University, the City has been utilizing facilities owned by the University of Oklahoma, including the current transit center located on Brooks Street. While this contractual agreement with the University of Oklahoma allowed public transportation service to continue without interruption during the transfer of service, a permanent solution is needed in order for the City to achieve full independent operational capacity. Therefore, the City of Norman initiated the process of identifying new sites for a City owned, downtown transit center. While many locations were considered, the property at 318-320 East Comanche Street was chosen to be pursued, at the direction of Council.

DISCUSSION:

The property located at 318-320 East Comanche Street, or the southwest corner of the intersection of Porter Avenue and Comanche Street, was ideal for a transit center for a few reasons, as stated below.

- Near major arterial streets, allowing buses easy access to other areas of the City.
- Close proximity to The Depot, for current Amtrak and future Regional Transportation Authority connections.
- Located in the Porter Avenue commercial area, and within walking distance of downtown businesses and the Cleveland County Courthouse.
- Near existing pedestrian and bicycle infrastructure, including Legacy Trail, to support multimodal travel.

- Allow greater access to the downtown area for those using public transportation.

JPMorgan has agreed to the City's offer of \$435,000 for the 318-320 East Comanche Street property.

Funds in the amount of \$442,200 are available in the Capital Sales Tax Fund, Transit Transfer Station project (BG0254, 50593379-46001).

RECOMMENDATION:

Staff recommends that City Council approve K-2122-90, the Purchase Sale Agreement with JPMorgan to purchase 318-320 East Comanche Street for \$435,000 and authorizing the City Manager or his designee to execute any documents on behalf of the City of Norman to continue the sale process.

PURCHASE AND SALE AGREEMENT

THIS PURCHASE AND SALE AGREEMENT ("**Agreement**") is made and entered into January ____, 2022 ("**Effective Date**"), by and between **JPMORGAN CHASE BANK, NATIONAL ASSOCIATION**, a national banking association ("**Seller**"), and **THE CITY OF NORMAN, OKLAHOMA**, an Oklahoma municipal corporation ("**Buyer**").

WITNESSETH:

A. Seller currently owns the Property (defined below), which was previously used as a retail bank.

B. Seller has agreed to sell the Property to Buyer based in part on the mutual agreement that the Property shall not be used as a bank in the future as more particularly set forth in the Deed (defined below) (the "**Deed Restrictions**").

C. Seller and Buyer acknowledge that the Deed Restrictions are a material component of the consideration for Seller's disposition and Buyer's acquisition of the Property.

In consideration of the mutual covenants set forth herein, the parties hereto agree as follows:

Article 1 SALE AND PURCHASE

1.01 Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and accept from Seller, upon the terms and conditions set forth herein, the following property (collectively, the "**Property**"):

(a) **Real Property.** The real property located at 318-320 E. Comanche Street, consisting of an approximately 1,256 square foot building and associated site improvements situated on .562 acre site located in the State of Oklahoma, County of Cleveland, and City of Norman, as more particularly described in **Exhibit A** attached hereto ("**Land**"), together with (1) all improvements located thereon ("**Improvements**"), (2) all and singular the rights, interests, benefits, privileges, easements, tenements, hereditaments, and appurtenances thereon or in any way appertaining thereto, and without warranty, all right, title and interest of Seller, if any, in and to all strips and gores and any land laying in the bed of any street, right-of-way, road or alley, open or proposed, adjoining such Land (collectively, the "**Real Property**").

(b) **Fixtures.** All of the fixtures affixed to the Real Property, if any, owned by Seller (collectively, the "**Fixtures**").

All of the Property shall be conveyed, assigned and transferred to Buyer at Closing (hereinafter defined) free and clear of all liens, claims, easements and encumbrances whatsoever except for the Permitted Encumbrances (hereinafter defined).

Article 2

PURCHASE PRICE AND EARNEST MONEY

2.01 Purchase Price. The price (“**Purchase Price**”) of the Property shall be FOUR HUNDRED THIRTY-FIVE THOUSAND and 00/100 Dollars (\$435,000.00). The Purchase Price is payable in cash or immediately available funds at Closing, subject to closing adjustments.

2.02 Earnest Money. Within three (3) Business Days (as hereinafter defined) of the Effective Date, Buyer shall deliver to Chicago Title Insurance Company, 2828 Routh Street, Suite 800, Dallas, Texas 75201, Attn: Kyle McCartan (“**Title Company**”) an earnest money deposit, in the amount of TWENTY-ONE THOUSAND SEVEN HUNDRED FIFTY and 00/100 Dollars (\$21,750.00), to be held in accordance with the terms of this Agreement (“**Earnest Money**”). The Earnest Money shall be in the form of a certified or cashier’s check or the wire transfer to the Title Company of immediately available U.S. federal funds. If Buyer fails to timely deposit any portion of the Earnest Money within the time periods required, Seller may terminate this Agreement by written notice to Buyer at any time prior to the actual receipt by the Title Company of such deposit from Buyer, in which event any Earnest Money that has previously been deposited by Buyer the Title Company shall be immediately delivered to Seller and thereafter the parties hereto shall have no further rights or obligations hereunder, except for rights and obligations which, by their terms, survive the termination hereof.

2.03 Disposition of Earnest Money. The Earnest Money shall be applied as a credit to the Purchase Price at Closing (as hereinafter defined). However, if Buyer elects to terminate (or is deemed to have terminated) this Agreement prior to the expiration of the Inspection Period (as hereinafter defined) as permitted under this Agreement (except as otherwise contemplated in Section 4.02), the Title Company shall pay the entire Earnest Money to Buyer one (1) Business Day following the termination (or deemed termination) of this Agreement, and no notice to or approval from Seller shall be required for such payment of the Earnest Money to Buyer and Seller waives any right to dispute or delay the disbursement of the Earnest Money to Buyer in this event. In the event of a termination of this Agreement by Seller, the Title Company is authorized to deliver the Earnest Money to the party hereto entitled to same pursuant to the terms hereof on or before the fifth (5th) Business Day following receipt by the Title Company and Buyer of written notice of such termination from the terminating party, unless the Buyer notifies the Title Company that it disputes in good faith the right of Seller to receive the Earnest Money. In the event of such a dispute, the Title Company may interplead the Earnest Money into a court of competent jurisdiction in the county in which the Earnest Money has been deposited. All attorneys’ fees and costs and the Title Company’s costs and expenses incurred in connection with such interpleader shall be assessed against the party that is not awarded the Earnest Money, or if the Earnest Money is distributed in part to both parties, then in the inverse proportion of such distribution.

2.04 Independent Consideration. Promptly following the delivery of the Earnest Money to the Title Company by Buyer, the Title Company shall disburse to Seller \$100.00 from the Earnest Money as independent consideration for Seller’s performance under this Agreement (“**Independent Consideration**”), which shall be retained by Seller in all instances, and, if Closing occurs, shall be applied against the Purchase Price.

2.05 Balance of Purchase Price. The balance of the Purchase Price shall be payable in cash or immediately available funds at the time of Closing, subject to closing adjustments.

Article 3 TITLE AND SURVEY

3.01 Title Commitment and Reports. Within five (5) days from the Effective Date, Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Buyer, the following ("**Seller's Deliverables**"):

- (a) A commitment for title insurance ("**Commitment**") covering the Property, issued by the Title Company, setting forth the status of the title to the Property and showing all liens, claims, encumbrances, easements, rights-of-way, encroachments, reservations, restrictions and any other matters affecting the Property, which shall commit to delete the standard printed exceptions and the creditors' rights exclusion;
- (b) A true, complete and legible copy of all documents referred to in the Commitment, including, but not limited to, deeds, lien instruments, plats, reservations, restrictions and easements ("**Title Documents**"); and
- (c) To the extent in Seller's possession, copies of any plans, specifications, permits, environmental and other studies, and test results, relating to the Property, provided that Buyer acknowledges that Seller has, on or prior to the Effective Date, already provided the Phase I and Phase II Environmental Site Assessment reports relating to the Property.

3.02 Survey. Within ten (10) Business Days after the Effective Date, Buyer, at Buyer's sole cost and expense, may obtain a new or updated survey using ALTA 2016 standards (the "**Survey**"), dated no earlier than the Effective Date and prepared by a licensed surveyor acceptable to the Title Company. In the event of termination or expiration of this Agreement, Buyer agrees to deliver the Survey, and any other due diligence materials obtained by Buyer, to Seller within five (5) Business Days after such termination or expiration of this Agreement.

3.03 Title Review. Buyer shall have a period of fourteen (14) days from Buyer's receipt of the Commitment and Title Documents in which to review the Commitment, Title Documents, and Survey, once received, and to deliver to Seller in writing such objections as Buyer may have to any of such items (the "**Title Review Period**"). Any items to which Buyer does not object within the Title Review Period shall be deemed to be permitted encumbrances ("**Permitted Encumbrances**"). If Buyer timely objects to any matter contained in the Commitment, Title Documents or Survey ("**Title Objections**") as hereinabove provided, Seller may elect to cure such objections, give Buyer notice thereof ("**Seller's Notice**") and deliver to Buyer a revised Commitment and Survey reflecting such cure within seven (7) Business Days after Seller's receipt of Buyer's notice ("**Title Cure Period**"). If Seller fails to respond to the Title Objections, it will be deemed to have elected not to cure any Title Objections within the Title Cure Period. Within seven (7) Business Days following receipt of Seller's Notice or the expiration of the Title Cure Period, Buyer shall elect either to (i) terminate this Agreement and be reimbursed the Earnest Money, and neither party shall have any further rights, duties or obligations hereunder, or (ii) purchase the Property subject to the Title Objections not so removed or cured, in which event those Title Objections shall be deemed to be Permitted Encumbrances.

3.04 Updated Commitment. If Buyer elects not to terminate this Agreement in accordance with Section 3.03 above, Seller, upon request of Buyer, shall cause Title Company to

reissue from time to time the Commitment prior to Closing. Buyer shall have the right to object to any new exceptions other than the Permitted Encumbrances shown on any updated Commitment. If Seller fails to cure such items, Buyer shall again have the right to terminate this Agreement and be reimbursed the Earnest Money or waive the objection and proceed to Closing. The time periods for objecting to and curing the new exceptions and for terminating this Agreement shall be the same as those set forth in Section 3.03 above, commencing with the date Buyer receives the updated Commitment, and, if necessary, the Closing Date shall be extended for such purposes.

Article 4

INSPECTION

4.01 Inspection Period. At Buyer's sole cost and expense, Buyer shall have a period of thirty (30) days from the Effective Date ("**Inspection Period**") in which to inspect the Property and to investigate the desirability and utility of the Property for Buyer's intended use as non-financial office storage space.

4.02 Buyer's Option to Terminate. If Buyer determines, in its sole and absolute discretion, that the Property is not suitable for Buyer's intended use within the time periods specified above, Buyer shall have the right either to (A) terminate this Agreement by written notice to Seller on or before expiration of the Inspection Period, in which event the Earnest Money and all interest earned thereon, if applicable, shall be returned to Buyer and neither party shall have any further rights or obligations to the other hereunder, except Buyer's obligations to promptly repair and restore all damage to the Property and indemnify and hold Seller harmless from and against all losses, claims, costs, damages and liabilities arising out of or in connection with any entry upon the Property by Buyer and its agents, servants, employees and contractors, or (B) waive the requirements and/or contingencies regarding such inspection and proceed with this Agreement, in which event the Closing shall occur on or before thirty (30) days following such waiver, provided Buyer is satisfied as to all other contingencies set forth herein.

4.03 Inspections. Buyer must give Seller two (2) full Business Days' prior telephone or written notice of any inspection. Email notice provided to Brent Conway, as representative of broker for Seller, shall be deemed sufficient notice for the purposes of this paragraph. Notwithstanding the foregoing, Buyer is not permitted to conduct any invasive testing, including but not limited to any Phase II environmental site assessments. In conducting any inspections or investigations of the Property and/or Property documents, Buyer and its agents and representatives shall: (a) not interfere with the operation and maintenance of the Property; (b) not damage any part of the Property or any personal property owned or held by any tenant or any third party; (c) not injure or otherwise cause bodily harm to Seller or its agents, guests, invitees, contractors and employees or any tenants or their guests or invitees; (d) comply with all applicable laws; (e) promptly pay when due the costs of all tests, investigations, and examinations done with regard to the Property; (f) not permit any liens to attach to the Real Property by reason of the exercise of its rights hereunder; and (g) repair any damage to the Property resulting directly or indirectly from any such inspection or tests.

4.04 Indemnification and Insurance. To the extent permitted by applicable law, including the Constitution of the State of Oklahoma, Buyer hereby agrees to indemnify, defend and hold Seller harmless from and against any and all liens, claims, causes of action, damages,

liabilities and expenses (including reasonable attorneys' fees) arising out of Buyer's inspections or tests permitted under this Agreement or any violation of the provisions of this Article 4; provided, however, the indemnity shall not extend to protect Seller from any pre-existing liabilities for matters merely discovered by Buyer (i.e., latent environmental contamination) so long as Buyer's actions do not aggravate any pre-existing liability of Seller. In addition, Buyer's representatives, agents, and contractors inspecting the Property, but not Buyer itself, shall maintain, at each of their own expense, commercial general liability insurance, with a combined single limit of not less than \$1,000,000.00 general liability, insuring Seller as an additional insured, against injuries or damages to persons or property that may result from or are related to (i) Buyer's and/or Buyer's representatives', agents' or contractors' entry upon the Property, and (ii) any investigations or other activities conducted thereon, and deliver a copy of such insurance policy to Seller prior to the first entry on the Property. Buyer has delivered to Seller verification of self-insurance for worker's compensation coverage, vehicle accident coverage, and liability for bodily injury or property damage to third parties arising from Norman's operations, and other coverages, and shall continue to maintain said coverages through Closing. As permitted by applicable law, Buyer's indemnification obligations under this Section 4.04 shall survive the termination of this Agreement and shall survive the Closing.

4.05 No Representation or Warranty by Seller. Buyer acknowledges that, except as expressly set forth in this Agreement, Seller has not made and does not make any warranty or representation regarding the truth, accuracy or completeness of the Property documents or the source(s) thereof. Buyer further acknowledges that some if not all of the Property documents were prepared by third parties other than Seller. Seller expressly disclaims any and all liability for representations or warranties, express or implied, statements of fact and other matters contained in such information, or for omissions from the Property documents, or in any other written or oral communications transmitted or made available to Buyer. Buyer shall rely solely upon its own investigation with respect to the Property, including, without limitation, the Property's physical, environmental or economic condition, compliance or lack of compliance with any ordinance, order, permit or regulation or any other attribute or matter relating thereto. Seller has not undertaken any independent investigation as to the truth, accuracy or completeness of the Property documents and are providing the Property documents solely as an accommodation to Buyer.

Article 5

REPRESENTATIONS, WARRANTIES AND COVENANTS

5.01 Seller's Representations. Seller hereby represents and warrants to Buyer, as of the Effective Date and as of the Closing Date, that:

- (a) On the Closing Date, Seller shall convey the Property to Buyer by special warranty deed and provide a Title Policy insuring good and indefeasible title in fee simple to the Property in Buyer in accordance with the terms and conditions of this Agreement;
- (b) To Seller's knowledge, Seller has received no notice of any condemnation or eminent domain proceedings, nor entered into negotiations for the sale of any of the Property in lieu of condemnation and, to the best of Seller's knowledge, no condemnation or eminent domain proceedings or negotiations have been commenced or threatened in connection with the Property or any part thereof;

(c) Seller has validly executed this Agreement and the same constitutes the binding obligation of Seller; and

(d) Seller has full power, authority and capacity to enter into this Agreement and to carry out Seller's obligations under this Agreement and the consummation by Seller of the sale of the Property is not in violation of, or in conflict with, nor does it constitute a default under, any term or provision of Seller's organizational documents, or any of the terms of any agreement or instrument to which Seller is or may be bound, or of any applicable legal requirement or of any provision of any applicable order, judgment or decree of any court, arbitrator or governmental authority.

"Seller's Knowledge" means the current and actual knowledge of Joshua Walker, after due inquiry. Seller represents that Joshua Walker is the person most knowledgeable with respect to such matters.

5.02 Buyer's Representations. Buyer hereby represents and warrants to Seller, as of the Effective Date and as of the Closing Date, that:

(a) Buyer is not prohibited from (i) executing or delivering this Agreement, (ii) complying with or performing the terms of this Agreement, or (iii) consummating the transactions contemplated by this Agreement by any applicable law, agreement, instrument, restriction, or by a judgment, order or decree of any applicable governmental authorities having jurisdiction over Buyer;

(b) Buyer has been duly organized and is validly existing as a municipal corporation in good standing in the State of Oklahoma and is qualified to do business in the state in which the Real Property is located;

(c) The individual executing this Agreement on behalf of Buyer is duly authorized to execute this Agreement on behalf of Buyer. The execution and delivery of this Agreement and the performance of all obligations of Buyer hereunder have been duly authorized by required action of Buyer and constitutes the valid and binding obligations of Buyer;

(d) No consent, waiver, approval, or authorization of, or filing, registration, or qualification with, or notice to, any governmental authorities or any other entity or person is required to be made, obtained, or given by Buyer in connection with the execution, delivery, and performance of this Agreement, except such consent, waiver, approval, authorization, filing, registration or qualification which has been made, obtained or given;

(e) There is no bankruptcy, insolvency, rearrangement or similar action or proceeding, whether voluntary or involuntary, pending or, to Buyer's knowledge, threatened against Buyer; and

(f) Buyer is not a "foreign person" but is a "United States person" as such terms are defined in the Foreign Investment in Real Property Tax Act of 1980 and §§ 1445 and 7701 of the Code; that is to say, Buyer is a citizen or resident of the United States, a domestic partnership, a domestic corporation, or an estate or trust which is not a foreign estate or foreign trust within the meaning of § 7701(a)(31) of the Code.

“Buyer’s Knowledge” means the current and actual knowledge of Darrel Pyle. Buyer represents that Darrel Pyle is the party most knowledgeable with respect to such matters.

Article 6 COMMISSIONS

Each party hereby warrants and covenants to the other party that it has not dealt with any real estate broker or salesperson in connection with this sale of the Property except **CBRE, Inc.** representing Seller, as a seller’s agent (“**Broker**”), and that no real estate commissions, finders’ fees or brokers’ fees have been or will be incurred in connection with this Agreement or the sale contemplated hereby except a commission to be paid by Seller to Broker at Closing in accordance with the terms of a separate commission agreement between Seller and Broker. Seller hereby agrees to defend, indemnify and hold harmless Buyer, and to the extent permitted by applicable law, including the Constitution of the State of Oklahoma, Buyer hereby agrees to defend, indemnify and hold harmless Seller, from and against any claims by other third parties for brokerage commission, finder’s fees, or other fees relative to this Agreement or the sale of the Property, and any court costs, attorneys’ fees or other costs or expenses arising therefrom and alleged to be due by authorization of the indemnifying party.

Article 7 CONDEMNATION AND CASUALTY

7.01 Condemnation. In the event of a taking by condemnation or similar proceedings or actions of a portion of the Land, and as applicable, this Agreement shall not terminate, but shall remain in full force and effect, and Seller shall assign or pay to Buyer at Closing, Seller’s interest in and to any condemnation awards or proceeds arising from any such proceedings or actions pertaining to the portion of the Land taken in lieu thereof. Promptly upon Seller obtaining actual knowledge thereof, Seller shall give Buyer notice of any pending or threatened condemnation or similar proceedings or actions in lieu thereof which may arise in connection with all or any part of the Land.

7.02 Casualty. In the event of a casualty event affecting the Property or a portion thereof, this Agreement shall not terminate, but shall remain in full force and effect, and Seller shall either (a) repair or restore the Property affected by such casualty event to the condition it was in prior to such casualty event, (b) shall pay or credit to Buyer at Closing, the amount necessary to repair or restore the Property affected by such casualty event to the condition it was in prior to such casualty event, or (c) remove the affected Property from this Agreement and reduce the Purchase Price in the corresponding amount based upon Seller’s appraised value. Promptly upon Seller obtaining actual knowledge thereof, Seller shall give Buyer notice of any casualty events which may arise in connection with all or any part of the Property.

Article 8 CONTINGENCIES AND CONDITIONS TO CLOSING

8.01 Conditions to Seller’s Obligation to Close. Seller’s obligation to close is contingent on the satisfaction of the following conditions precedent:

(a) Buyer's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date and Buyer shall have complied in all material respects with its covenants and obligations hereunder.

(b) As of the Closing Date, Buyer shall have performed all of its material obligations under this Agreement.

(c) As of the Closing Date, Buyer shall have tendered all deliveries to be made by Buyer at Closing pursuant to Section 9.02.

(d) There shall exist no pending actions, suits, arbitrations, claims, attachments, proceedings, assignments for the benefit of creditors, insolvency, bankruptcy, reorganization or other proceedings, against Buyer that would prevent the Buyer from performing its obligations under this Agreement.

8.02 Conditions to Buyer's Obligation to Close. Buyer's obligation to close is contingent on the satisfaction of the following conditions precedent:

(a) Seller's representations and warranties contained herein shall be true and correct in all material respects as of the Effective Date and as of the Closing Date and Seller shall have complied in all material respects with its covenants and obligations hereunder.

(b) As of the Closing Date, Seller shall have tendered all deliveries to be made by Seller at Closing pursuant to Section 9.03.

Article 9 CLOSING

9.01 Time and Place of Closing. The closing ("Closing") of the sale of the Property by Seller to Buyer shall occur on or before fifteen (15) days after the expiration of the Inspection Period ("**Closing Date**"), unless extended by agreement of Buyer or Seller, through escrow with the Title Company, as agent.

9.02 Buyer's Obligations. At the Closing, Buyer shall deliver or cause to be delivered to Seller or Title Company, as applicable, the following:

(a) The Purchase Price, less the Earnest Money and the prorations set forth in Section 9.04 below;

(b) If required by the Title Company with respect to any title coverage requested by Buyer, evidence satisfactory to the Title Company that the person or persons executing the Closing documents on behalf of Buyer have full right, power and authority to do so;

(c) A fully executed counterpart of the Seller's settlement statement, if necessary;

and

(d) Such other instruments as are customarily executed in the county where the Property is located, or are required by the parties to effectuate the conveyance of the Property.

9.03 Seller's Obligations. At the Closing, Seller, at Seller's sole cost and expense, shall deliver or cause to be delivered to Buyer or Title Company, as applicable, the following:

(a) A Special Warranty Deed ("**Deed**") in the form attached hereto as **Exhibit B**, fully executed and acknowledged by Seller, conveying the Property to Buyer, subject only to the Permitted Encumbrances;

(b) Owner's Policy of Title Insurance ("**Title Policy**") in the amount of the Purchase Price issued by the Title Company insuring that Buyer is the owner of the Property subject only to any Permitted Encumbrances, and deleting the standard printed exceptions (excluding the deletion of the general survey exception unless Buyer provides an acceptable survey and agrees pay for the costs of such deletion);

(c) A Bill of Sale and Assignment and Assumption Agreement (the "**Bill of Sale**") in the form attached hereto as **Exhibit C**, conveying all of Seller's right, title and interest, if any, in and to the Fixtures, if any;

(d) A Foreign Investment in Real Property Tax Act affidavit in the form of **Exhibit D** hereto and executed by Seller;

(e) A Seller's/Title Affidavit in a form reasonably acceptable to Title Company;

(f) A fully executed Seller's settlement statement; and

(g) Such other instruments as are customarily executed in the county where the Property is located, or are required by the parties to effectuate the conveyance of the Property.

9.04 Adjustments and Prorations. All ad valorem taxes, assessments and other state, county, school, municipal and municipal utility district fees, taxes, charges and assessments (special or otherwise) relating to the Property ("**Taxes**"), if any, for any calendar years prior to closing, including any penalties and/or interest thereon, shall be paid by Seller at Closing. As applicable, all Taxes for the calendar year during which the Closing occurs shall be prorated as of the Closing Date with all items and costs for the Property being borne by Buyer from and after (but including) the date of Closing and, unless then due and paid at Closing, shall be assumed by Buyer. Proration of Taxes shall be made using the Purchase Price and the tax rate applicable to the Property, including any recently voted millage. If (i) Seller's change in use of the Property at any time prior to Closing, (ii) denial to Buyer of a special use valuation on the Property previously claimed by Seller, or (iii) the sale of the Property to Buyer, results in the assessment of additional Taxes for periods prior to Closing, including the applicable transfer taxes required in the state of Oklahoma, such additional Taxes shall be the obligation of Seller. The provisions of this **Section 9.04** shall survive the Closing.

9.05 Closing Costs - Seller. Seller shall pay for (i) the title abstract for the Property, (ii) Seller's portion of the prorated Taxes and other prorated items, (iii) Seller's own attorneys' fees, (iv) one-half of the escrow service fee for the Title Company, and (v) such other incidental expenses as are customarily borne by sellers of property in the county where the Property is located.

9.06 Closing Costs - Buyer. Buyer shall pay for (i) the Survey, if any, (ii) one-half of the escrow service fee for the Title Company, (iii) Buyer's own attorneys' fees, (iv) the recording of the Deed, (v) any transfer taxes required for the state of Oklahoma, (vi) the Owner's Base Title Policy plus the additional premium, if any, for any additional endorsements requested by Buyer including but not limited to the costs of deleting the general survey exception, and (vii) such other incidental expenses as are customarily borne by Buyers of property in the county where the Property is located.

Article 10 REMEDIES

10.01 Buyer's Default. If Buyer fails or refuses to consummate the purchase of the Property pursuant to this Agreement for any reason other than (i) termination hereof pursuant to a right granted to Buyer to do so, or (ii) breach by Seller of its representations, warranties or agreements hereunder, then Seller, as Seller's sole and exclusive remedy, Seller hereby waiving all other remedies, shall have the right to retain the Earnest Money as liquidated damages and to terminate this Agreement by giving Buyer written notice thereof, in which event neither party hereto shall have any further rights, duties or obligations hereunder. Seller and Buyer agree that Seller's damages resulting from Buyer's default are difficult, if not impossible, to determine and the Earnest Money is a fair estimate of those damages which has been agreed to in an effort to cause the amount of such damages to be certain.

10.02 Seller's Default. If Seller fails or refuses to consummate the sale of the Property pursuant to this Agreement for any reason other than termination hereof pursuant to a right granted to Seller to do so, or if any of Seller's representations or warranties made hereunder should be false or misleading in any material respect, Buyer may terminate this Agreement by notifying Seller thereof, in which case the Earnest Money shall be returned to Buyer, which shall be Buyer's sole and exclusive remedy.

10.03 Termination Pursuant to Agreement. If Buyer terminates this Agreement pursuant to a right granted to Buyer hereunder to do so, then the Earnest Money shall be returned to Buyer and neither party hereto shall have any further rights, duties or obligations hereunder.

Article 11 DISCLAIMERS, RELEASE AND INDEMNITY

11.01 Disclaimers By Seller. Except as expressly set forth in this Agreement, it is understood and agreed that Seller and Seller's agents or employees have not at any time made and are not now making, and they specifically disclaim, any warranties, representations or guaranties of any kind or character, express or implied, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Seller's special warranty of title to be contained in the Deed), (b) environmental matters relating to the Property

or any portion thereof, including, without limitation, the presence of Hazardous Materials (as hereinafter defined) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof may be subject, (i) the availability of any utilities to the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all past, present or future federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence or non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property documents, (s) tax consequences, or (t) any other matter or thing with respect to the Property.

11.02 Sale “As Is, Where Is”. Buyer acknowledges and agrees that upon Closing, Seller shall sell and convey to Buyer and Buyer shall accept the Property “AS IS, WHERE IS, WITH ALL FAULTS,” except to the extent expressly provided otherwise in this Agreement and any document executed by Seller and delivered to Buyer at Closing. Except as expressly set forth in this Agreement, Buyer has not relied and will not rely on, and Seller has not made and is not liable for or bound by, any express or implied warranties, guarantees, statements, representations or information pertaining to the Property or relating thereto (including specifically, without limitation, Property information packages distributed with respect to the Property) made or furnished by Seller, or any property manager, real estate broker, agent or third party representing or purporting to represent Seller, to whomever made or given, directly or indirectly, orally or in writing. Buyer represents that it is a knowledgeable, experienced and sophisticated Buyer of real estate and that, except as expressly set forth in this Agreement, it is relying solely on its own expertise and that of Buyer’s consultants in purchasing the Property and shall make an independent verification of the accuracy of any documents and information provided by Seller. Buyer will conduct such inspections and investigations of the Property as Buyer deems necessary, including, but not limited to, the physical and environmental conditions thereof, and shall rely upon same. By failing to terminate this Agreement prior to or upon the date of expiration of the Inspection Period, Buyer acknowledges that Seller has afforded Buyer a full opportunity to conduct such investigations of the Property as Buyer deemed necessary to satisfy itself as to the condition of the Property and the existence or non-existence or curative action to be taken with respect to any Hazardous Materials (as hereinafter defined) on or discharged from the Property, and will rely solely upon same and not upon any information provided by or on behalf of Seller or its agents or employees with respect thereto, other than such representations, warranties and covenants of Seller

as are expressly set forth in this Agreement. Upon Closing, Buyer shall assume the risk that adverse matters, including, but not limited to, adverse physical or construction defects or adverse environmental, health or safety conditions, may not have been revealed by Buyer's inspections and investigations. Buyer hereby represents and warrants to Seller that: (a) Buyer is represented by legal counsel in connection with the transaction contemplated by this Agreement; and (b) Buyer is purchasing the Property for business, commercial, investment or other similar purpose and not for use as Buyer's residence. Buyer waives any and all rights or remedies it may have or be entitled to, deriving from disparity in size or from any significant disparate bargaining position in relation to Seller.

11.03 Seller Released from Liability. Buyer acknowledges that it will have the opportunity to inspect the Property during the Inspection Period, and during such period, observe its physical characteristics and existing conditions and the opportunity to conduct such investigation and study on and of the Property and adjacent areas as Buyer deems necessary, and Buyer hereby FOREVER RELEASES AND DISCHARGES Seller from all responsibility and liability, including without limitation, liabilities under the Comprehensive Environmental Response, Compensation and Liability Act Of 1980 (42 U.S.C. Sections 9601 et seq.), as amended ("CERCLA"), the Oklahoma Solid Waste Management Act (27A Oklahoma Statutes Annotated § 2-10-101 et seq.), as amended ("SWMA"), the Resource Conservation and Recovery Act (42 U.S.C. Section 9601 et seq.), as amended, and the Oil Pollution Act (33 U.S.C. Section 2701 et seq.) regarding the condition, valuation, salability or utility of the Property, or its suitability for any purpose whatsoever (including, but not limited to, with respect to the presence in the soil, air, structures and surface and subsurface waters, of Hazardous Materials or other materials or substances that have been or may in the future be determined to be toxic, hazardous, undesirable or subject to regulation and that may need to be specially treated, handled and/or removed from the Property under current or future federal, state and local laws, regulations or guidelines, and any structural and geologic conditions, subsurface soil and water conditions and solid and hazardous waste and Hazardous Materials on, under, adjacent to or otherwise affecting the Property). Buyer further hereby WAIVES (and by Closing this transaction will be deemed to have WAIVED) any and all objections and complaints (including, but not limited to, federal, state and local statutory and common law based actions, and any private right of action under any federal, state or local laws, regulations or guidelines to which the Property is or may be subject, including, but not limited to, CERCLA) concerning the physical characteristics and any existing conditions of the Property. Buyer further hereby assumes the risk of changes in applicable laws and regulations relating to past, present and future environmental conditions on the Property and the risk that adverse physical characteristics and conditions, including, without limitation, the presence of Hazardous Materials or other contaminants, may not have been revealed by its investigation.

11.04 "Hazardous Materials" Defined. For purposes hereof, "Hazardous Materials" means "Hazardous Material," "Hazardous Substance," "Pollutant or Contaminant," and "Petroleum" and "Natural Gas Liquids," as those terms are defined or used in Section 101 of CERCLA, any "solid waste" as defined in the SWDA and any other substances regulated because of their effect or potential effect on public health and the environment, including, without limitation, PCBs, lead paint, asbestos, urea formaldehyde, radioactive materials, putrescible materials, and infectious materials.

11.05 Survival. The terms and conditions of this Article 11 shall expressly survive the Closing, and shall not merge with the provisions of any closing documents.

Buyer acknowledges and agrees that the disclaimers and other agreements set forth herein are an integral part of this Agreement and that Seller would not have agreed to sell the Property to Buyer for the Purchase Price without the disclaimers and other agreements set forth above.

Article 12 MISCELLANEOUS

12.01 Assigns. This Agreement shall inure to the benefit of and be binding on the parties hereto and their respective heirs, legal representatives, successors and assigns. Buyer may not assign this Agreement without the written consent of Seller; provided, however, that Buyer may assign this Agreement to one or more entities under common control with Buyer. In such event, Buyer shall remain liable under this Agreement.

12.02 GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF OKLAHOMA AND THE OBLIGATIONS OF THE PARTIES HERETO ARE AND SHALL BE PERFORMABLE IN THE COUNTY WHERE THE PROPERTY IS LOCATED. BY EXECUTING THIS AGREEMENT, EACH PARTY HERETO EXPRESSLY (i) CONSENTS AND SUBMITS TO PERSONAL JURISDICTION CONSISTENT WITH THE PREVIOUS SENTENCE, (ii) WAIVES, TO THE FULLEST EXTENT PERMITTED BY LAW, ANY CLAIM OR DEFENSE THAT SUCH VENUE IS NOT PROPER OR CONVENIENT, AND (iii) CONSENTS TO THE SERVICE OF PROCESS IN ANY MANNER AUTHORIZED BY OKLAHOMA LAW. ANY FINAL JUDGMENT ENTERED IN AN ACTION BROUGHT HEREUNDER SHALL BE CONCLUSIVE AND BINDING UPON THE PARTIES HERETO.

12.03 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer concerning the sale of the Property and supersedes any prior agreements relating thereto. No modification hereof or subsequent agreement relative to the subject matter hereof shall be binding on either party unless reduced to writing and signed by both parties to be bound.

12.04 Survival. Any of the provisions of this Agreement which expressly provide for their survival and any provisions pertaining to a period of time following Closing shall survive Closing and the delivery of the Deed and shall not be merged therein. All indemnity provisions in this Agreement and the provisions of Section 12.11 hereof shall survive the Closing or any termination of this Agreement.

12.05 Counterparts. This Agreement may be executed in any number of counterparts and each of such counterparts shall, for all purposes, be deemed to be an original, and all such counterparts shall together constitute but one and the same agreement.

12.06 Severability. If any provisions of this Agreement applicable to any party or circumstance shall be determined by any court of competent jurisdiction to be invalid and unenforceable to any extent, the remainder of this Agreement or the application of such provision to such party or circumstance, other than those as to which it is determined invalid or unenforceable, shall not be affected thereby, and each remaining provision of this Agreement shall be valid and shall be enforced to the fullest extent permitted by law.

12.07 Headings. The captions in this Agreement are inserted only as a matter of convenience and for reference and in no way define, limit or describe the scope of this Agreement or the scope or content of any of its provisions.

12.08 Waiver of Conditions. Notwithstanding any provision of this Agreement, (i) Seller may, at its sole option, waive any provision that is a condition to Seller's obligation to Close as set forth in Section 8.01 of this Agreement, and (ii) Buyer may, at its sole option, waive any provision that is a condition to Buyer's obligation to Close as set forth in Section 8.02 of this Agreement.

12.09 Time is of the Essence. Time is of the essence with respect to this Agreement.

12.10 Attorneys' Fees. In the event of litigation concerning the interpretation or enforcement of this Agreement, the prevailing party shall be entitled to recover from the losing party its reasonable attorneys' fees, court costs and expenses, whether at the trial or appellate level.

12.11 Notices. Any notice provided or permitted to be given under this Agreement must be in writing and may be served (i) by depositing the same in the United States mail or with a reputable nationwide delivery service, addressed to the party to be notified, postage prepaid, and overnight, registered or certified with return receipt requested, or (ii) by delivering the same in person to such party. Notice given in accordance with (i) above shall be effective when mailed. Notice given in accordance with (ii) above shall be effective upon receipt at the address of the addressee or upon refusal to accept delivery (such refusal being evidenced by advice from the courier company or individual used to make delivery). For purposes of notice relating to all matters, the addresses of the parties hereto shall, until changed, be as follows:

Seller: JPMorgan Chase Bank, National Association
237 Park Avenue, 12th Floor
Mail Code NY1-R063
New York, New York 10017-3140
Attn: Owned Property Administration

With Copies to: JPMorgan Chase Bank, National Association
1111 Polaris Parkway
Mail Code OH1-0274
Columbus, Ohio 43240-2050
Attn: Real Estate Strategic Plan Director

JPMorgan Chase Bank, National Association
Legal Department
1111 Polaris Parkway, Suite 4P
Mail Code: OH1-0152
Columbus, Ohio 43240-2050
Attn: Real Estate Counsel

Winstead PC
500 Winstead Building
2728 N. Harwood Street
Dallas, Texas 75201
Attn: Grant Grubich

Buyer: City of Norman, Oklahoma
201 West Gray
Norman, Oklahoma 73069
Attn: Darrel Pyle, City Manager

Either party may change its address by written notice to the other party.

12.12 Business Days and Holidays. Whenever any time limit or date provided herein falls on a Saturday, Sunday or holiday observed by national banking associations in the State of Oklahoma or New York ("**Bank Holiday**"), then such date shall be extended to the next day which is not a Saturday, Sunday or Bank Holiday. The term "**Business Day**" means any weekday which is not a Bank Holiday.

12.13 Rule of Construction. The parties acknowledge that each party and its counsel have reviewed and revised this Agreement, and the parties agree that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any amendments or exhibits hereto.

12.14 Exhibits. All exhibits or addenda referred to in this Agreement are incorporated herein for all purposes.

12.15 Agreement as Offer. The execution of this Agreement by the first party to do so constitutes an offer to purchase or sell the Property. Unless this Agreement is accepted by the other party and a fully executed copy delivered to the first party on or before January 31, 2022, the offer of this Contract shall be automatically revoked and terminated.

Article 13
[INTENTIONALLY OMITTED]

Article 14
BRIBERY AND CORRUPTION

Seller and Buyer each respectively agree that (i) it does not support bribery and corruption, and (ii) it will comply with laws regarding bribery and corruption as such laws may apply to the conduct of its business or operations.

Article 15
OFAC

Buyer and Seller each represents and warrants to the other that neither it nor any of its affiliates or agent(s) acting on behalf of it with respect to this Purchase and Sale Agreement (i) is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury ("**OFAC**") pursuant to Executive Order number 13224, 66 Federal Register 49079 (September 25, 2001) (the "**Order**"); (ii) is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of the OFAC or any other applicable requirements contained in any enabling legislation or other executive orders in respect of the Order (the Order and such other rules, regulations, legislation or orders are collectively called the "**Orders**"); (iii) is engaged in activities prohibited in the Orders; or (iv) has been convicted, pleaded nolo contendere, indicted, arraigned or detained on charges involving money laundering or predicate crimes to money laundering.

[Signature Pages Contained On Following Page]

BUYER:

CITY OF NORMAN, OKLAHOMA

By: _____

Name: Breea Clark

Title: Mayor

ATTEST:

By: _____

Name: Brenda Hall

Title: City Clerk

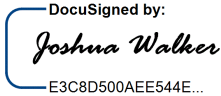
Approved as to Legality and Form this _____ day of _____, 2022:

By: _____

Office of the City Attorney

SELLER:

**JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION,**
a national banking association

By:  _____
Name: Joshua Walker
Title: Executive Director

ATTEST:

By: _____
Name:
Title:

APPROVAL AS TO FORM BY TITLE COMPANY

Title Company hereby acknowledges receipt of a fully executed original of the foregoing Purchase and Sale Agreement on this ____ day of _____, 2022, and agrees to act in accordance with the provisions of the Purchase and Sale Agreement. Title Company agrees to deliver immediately to Buyer and Seller fully executed copies of this Agreement.

TITLE COMPANY:

**CHICAGO TITLE INSURANCE
COMPANY**

By: _____
Name: _____
Title: _____
Date: _____

ATTACHMENTS:

Exhibit A – Legal Description of the Land

Exhibit B – Special Warranty Deed

Exhibit C – FIRPTA

EXHIBIT A**LEGAL DESCRIPTION OF THE LAND**

Lots Ten (10), Eleven (11), Twelve (12), Thirteen (13), Fourteen (14), Fifteen (15), and Sixteen (16), in Block Twenty-four (24), of the ORIGINAL TOWN OF NORMAN, Cleveland County, Oklahoma, according to the recorded plat thereof.

EXHIBIT B**SPECIAL WARRANTY DEED**

STATE OF _____ §
 COUNTY OF _____ § KNOW ALL MEN BY THESE PRESENTS:
 §

JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association ("**Grantor**"), for and in consideration of the sum of \$10 and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, dated effective as of _____, __, 20__ (the "**Effective Date**"), has GRANTED, BARGAINED, SOLD, and CONVEYED and by these presents does GRANT, BARGAIN, SELL, AND CONVEY unto _____ ("**Grantee**") the real property in Cleveland County, Oklahoma, fully described in **Exhibit A** hereto, together with all rights, titles, and interests appurtenant thereto (collectively, the "**Property**").

This Special Warranty Deed and the conveyance hereinabove set forth is executed by Grantor and accepted by Grantee subject to the matters described in Exhibit B hereto, and all other matters of record (collectively, the "**Permitted Encumbrances**").

The Property being conveyed under this Deed is expressly subject to the following restrictions (the "**Deed Restrictions**"):

From the date of this Deed until five (5) years thereafter, (a) no part of the Property shall be occupied or used by any bank, savings association, credit union, business making loans and/or taking deposits from the public, including any business offering check cashing, title loans or pay day loans, or offering use of an automatic teller machine or similar equipment (individually and collectively, a "**Financial Institution**"), whether state or federally chartered, or any Affiliate of any of them, and no part of the Property shall be used for the operation of any automated teller machine or debit card machine (whether by a Financial Institution or otherwise), and (b) the Grantee shall not advertise or cause to be advertised or otherwise make known to the public that any of the Property is to be, or may be, in the future occupied or used by any Financial Institution, whether state or federally chartered, or any Affiliate of them, or for the operation of an automated teller machine or debit card machine. For purposes hereof, "**Affiliate**" means a Person or group of Persons that, directly or indirectly, through one or more intermediaries, controls, is controlled by, or is under common control with another Person; and "**Person**" means any individual, corporation, partnership, limited partnership, joint venture, limited liability company, estate, trust, unincorporated association, any federal, state, or similarly chartered Financial Institution, and any fiduciary acting in such capacity on behalf of any of the foregoing. No amendment to the Deed Restrictions shall be valid unless in writing, signed by the Grantor and the Grantee, and recorded with the Register of Deeds. The Grantee or its Affiliate, as applicable, shall reimburse the Grantor, for all court ordered costs and expenses, including court costs, legal fees and reasonable attorneys' fees and paralegal fees (whether in-house or outside counsel or paralegals are used), incurred by the Grantor in enforcing its rights, by way of proceeding (whether at the trial court level or appellate level, in a judicial, bankruptcy, probate, administrative or any other proceeding) or otherwise, hereunder. The Deed Restrictions shall run with the land and be binding upon the

Grantee and the Grantee's heirs, personal representatives, successors and assigns, for the time period set forth herein. The Grantor and its heirs, personal representatives, successors and assigns shall have the right (but shall not be obligated) to enforce the Deed Restrictions by proceeding at law or in equity, including without limit obtaining specific performance and injunctive relief, as allowed by applicable law. References to the "Grantee" or "Grantor" include their respective heirs, personal representatives, successors and assigns. If any part of the Deed Restrictions is invalid or unenforceable, this shall not affect the validity or enforceability of the remainder of the Deed Restrictions.

Grantee acknowledges that Grantee has independently and personally inspected the Property. The Property is hereby conveyed to and accepted by Grantee in its present condition, "AS IS, WITH ALL FAULTS, AND WITHOUT ANY WARRANTY WHATSOEVER, EXPRESS OR IMPLIED." Notwithstanding anything contained herein to the contrary, it is understood and agreed that Grantor and Grantor's agents or employees have never made and are not now making, and they specifically disclaim, any warranties representations or guaranties of any kind or character, express or implied, oral or written, with respect to the Property, including, but not limited to, warranties, representations or guaranties as to (a) matters of title (other than Grantor's warranty of title set forth herein), (b) environmental matters relating to the Property or any portion thereof, including, without limitation, the presence of Hazardous Materials (as defined in the purchase and sale agreement, the "**Sale Agreement**" between Grantor and Grantee) in, on, under or in the vicinity of the Property, (c) geological conditions, including, without limitation, subsidence, subsurface conditions, water table, underground water reservoirs, limitations regarding the withdrawal of water, and geologic faults and the resulting damage of past and/or future faulting, (d) whether, and to the extent to which the Property or any portion thereof is affected by any stream (surface or underground), body of water, wetlands, flood prone area, flood plain, floodway or special flood hazard, (e) drainage, (f) soil conditions, including the existence of instability, past soil repairs, soil additions or conditions of soil fill, or susceptibility to landslides, or the sufficiency of any undershoring, (g) the presence of endangered species or any environmentally sensitive or protected areas, (h) zoning or building entitlements to which the Property or any portion thereof including, without limitation, water, sewage, gas and electric, (j) usages of adjoining property, (k) access to the Property or any portion thereof, (l) the value, compliance with the plans and specifications, size, location, age, use, design, quality, description, suitability, structural integrity, operation, title to, or physical or financial condition of the Property or any portion thereof, or any income, expenses, charges, liens, encumbrances, rights or claims on or affecting or pertaining to the Property or any part thereof, (m) the condition or use of the Property or compliance of the Property with any or all Regulation federal, state or local ordinances, rules, regulations or laws, building, fire or zoning ordinances, codes or other similar laws, (n) the existence of non-existence of underground storage tanks, surface impoundments, or landfills, (o) any other matter affecting the stability and integrity of the Property, (p) the potential for further development of the Property, (q) the merchantability of the Property or fitness of the Property for any particular purpose, (r) the truth, accuracy or completeness of the Property documents, (s) tax consequences, or (t) any other matter or thing with respect to the Property. EXCEPT AS EXPRESSLY SET FORTH HEREIN OR IN THE SALE AGREEMENT, GRANTOR MAKES NO REPRESENTATIONS OR WARRANTIES OF ANY KIND TO GRANTEE, INCLUDING, WITHOUT LIMITATION, THE PHYSICAL CONDITION OF THE PROPERTY, OR THEIR SUITABILITY FOR ANY PARTICULAR PURPOSE OR OF MERCHANTABILITY. GRANTEE IS RELYING ON ITS INVESTIGATIONS OF THE PROPERTY IN DETERMINING WHETHER TO ACQUIRE IT. THE PROVISIONS OF THIS PARAGRAPH

ARE A MATERIAL PART OF THE CONSIDERATION FOR GRANTOR EXECUTING THIS SPECIAL WARRANTY DEED, AND SHALL SURVIVE CLOSING.

TO HAVE AND TO HOLD the Property, together with all and singular the rights and appurtenances thereunto in anywise belonging, unto Grantee, its successors and assigns forever, and Grantor does hereby bind itself, its successors and assigns, to WARRANT AND FOREVER DEFEND all and singular the title to the Property unto the said Grantee, its successors and assigns against every person whomsoever lawfully claiming or to claim the same or any part thereof by, through, or under Grantor but not otherwise, subject to the Permitted Encumbrances.

Grantee's address is: _____.

EXECUTED as of the Effective Date.

GRANTOR:

JPMORGAN CHASE BANK,
NATIONAL ASSOCIATION,
a national banking association

By: _____

Name: _____

Title: _____

STATE OF TEXAS §

§

COUNTY OF _____ §

This instrument was acknowledged before me on _____, 20__, by
_____, _____ of JPMorgan Chase Bank, National Association, a
national banking association.

Notary Public, State of Texas

EXHIBIT C**BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT**

THIS BILL OF SALE, ASSIGNMENT AND ASSUMPTION AGREEMENT (“**Bill of Sale**”) is made as of the ____ day of _____, 20__ (the “**Effective Date**”), by and between JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association (“**Assignor**”), and _____, a _____ (“**Assignee**”).

WITNESSETH:

For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee hereby agree as follows:

1. Assignor hereby assigns, transfers, sells and conveys to Assignee, all of Assignor’s right, title and interest in and to, and obligations under or related to, the following (collectively, the “**Conveyed Property**”):

A. Fixtures (as defined in Section 1.01(b) of the Agreement [as hereinafter defined]) owned by Assignor and located at the Property (collectively, the “**Fixtures**”).

2. This Bill of Sale is given pursuant to that certain Purchase and Sale Agreement (as may be amended, the “**Agreement**”) dated as of _____, 20____, between Assignor, as seller, and Assignee, as buyer, providing for, among other things, the conveyance of the Conveyed Property. Capitalized terms used herein but not otherwise defined shall have the meanings prescribed to them in the Agreement.

3. As set forth in Article 11 of the Agreement, which is hereby incorporated by reference as if herein set out in full and except as set forth herein, Assignee hereby assumes and accepts the assignment and delegation of the Conveyed Property as aforesaid, on an “**AS IS, WHERE IS**” basis, and “**WITH ALL FAULTS.**” Except as otherwise provided in the Agreement, Assignor has not made, and does not make, any express or implied warranty or representation of any kind whatsoever with respect to the Conveyed Property, including, but not limited to: title; merchantability; fitness for any particular purpose; its design or condition; its quality or capacity; workmanship or compliance with the requirements of any law, rule, specification or contract pertaining thereto; patent infringement; or latent defects.

4. If any litigation between Assignor and Assignee arises out of the obligations of the parties under this Bill of Sale or concerning the meaning or interpretation of any provision contained herein, the non-prevailing party shall pay the prevailing party’s costs and expenses of such litigation, including, without limitation, reasonable attorneys’ fees.

5. This Bill of Sale may be executed and delivered in any number of counterparts, each of which so executed and delivered shall be deemed to be an original and all of which shall constitute one and the same instrument.

[Signatures on following page]

IN WITNESS WHEREOF, Assignor and Assignee have executed this Bill of Sale as of the Effective Date.

ASSIGNOR:

JPMORGAN CHASE BANK, NATIONAL
ASSOCIATION,
a national banking association

By: _____

Name: _____

Title: _____

Item 25.

ASSIGNEE:

_____,
a _____

By: _____
Name: _____
Title: _____

EXHIBIT D**FIRPTA CERTIFICATE**

Section 1445 of the Internal Revenue Code provides that a transferee of a U.S. real property interest must withhold tax if the transferor is a foreign person. For U.S. tax purposes (including Section 1445), the owner of a disregarded entity (which has legal title to a U.S. real property interest under local law) will be the transferor of the property and not the disregarded entity. To inform _____, a _____ ("**Transferee**"), that withholding of tax is not required upon the disposition of a U.S. real property interest by JPMORGAN CHASE BANK, NATIONAL ASSOCIATION, a national banking association ("**Transferor**"), the beneficial owner of _____ (U.S. employer identification number _____), the undersigned on this ____ day of _____ 20__, in his capacity as _____ of _____, hereby certifies to Transferee the following on behalf of Transferor:

1. Transferor is not a foreign corporation, foreign partnership, foreign trust, or foreign estate (as those terms are defined in the Internal Revenue Code and Income Tax Regulations);
2. Transferor is not a disregarded entity as defined in Section 1.1445-2(b)(2)(iii) of the Income Tax Regulations.
3. Transferor's U.S. employer identification number is _____; and
4. Transferor's office address is _____.

Transferor understands that this certification may be disclosed to the Internal Revenue Service by Transferee and that any false statement contained herein could be punished by fine, imprisonment, or both.

Under penalties of perjury I declare that I have examined this certification and to the best of my knowledge and belief it is true, correct and complete, and I further declare that I have authority to sign this document on behalf of Transferor.

[Signature on following page]

Contract K-2122-90

Dated as of the date first written above.

_____,
a _____By: _____
Name: _____
Title: _____THE STATE OF _____ §
COUNTY OF _____ §This instrument was acknowledged before me on _____, 20____, by
_____, _____ of _____,
a _____, on behalf of said _____.

[SEAL]

My Commission Expires:

Notary Public in and for the State of Texas_____
Printed Name of Notary

File Attachments for Item:

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-85: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TETRA TECH, INC., TO PROVIDE CONSULTANT SERVICES TO UPDATE THE CITY OF NORMAN DISASTER DEBRIS MANAGEMENT PLAN



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Joseph Hill, Streets Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-85: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND TETRA TECH, INC., TO PROVIDE CONSULTANT SERVICES TO UPDATE THE CITY OF NORMAN DISASTER DEBRIS MANAGEMENT PLAN

BACKGROUND:

Natural disasters commonly occur in Oklahoma including wind storms, ice storms, flooding, and tornados. When faced with natural disasters and recovery from these disasters, planning is the key to preparedness. The City of Norman utilizes a Disaster Debris Management Plan (DDMP) to ensure a quicker, more thorough and calculated response in the event of a natural disaster.

The Federal Emergency Management Agency (FEMA) strongly recommends that local government agencies develop and adopt a DDMP. In fact, FEMA provides an incentive of an additional 5 percent in disaster relief funds to municipalities that have an adopted, certified DDMP. FEMA also recommends that the DDMP be updated at least every 10 years.

The City of Norman's current Disaster Debris Management Plan was adopted by City Council in 2009 in response to the City's largest debris removal program (\$6 Million) in the winter of 2008 following the December 9, 2007 ice storm. Since 2009, the City of Norman has implemented its DDMP 8 times including three ice storms, three tornadoes and two micro-bursts. The total cost of debris removal for these eight weather events exceeded \$13.6 Million.

In October of 2021 City staff solicited a request for proposal (RFP#2122-27) associated with project WS0002 for purpose of updating the current Disaster Debris Management Plan to meet local, state, and federal requirements. On November 4th, 2021 Staff received proposals from two consultants.

DISCUSSION:

Upon receiving the two consultant proposals on November 4th, 2021 for the Disaster Debris Management Plan update, a five-person committee comprised of two City of Norman Citizens Mr. Greg Hall, retired Street Superintendent, Mr. Sean Marley, CPA and three City of Norman staff members, Ricky Wilkerson, Streets Supervisor, Jacob Huckabaa, Budget Technician, and

Joseph Hill, Streets Program Manager completed review, ranking and selection of the submitted proposals. As a result of this selection, Tetra Tech, Inc. was selected as the most qualified firm for this project.

The City's FYE 2022 Capital Budget includes \$40,000 (WS0002, 50595534-46201) for this project. In addition to updating the written DDMP, City staff from multiple departments will receive additional training on the implementation of the plan.

RECOMMENDATION:

Staff recommends the approval of Contract K-2122-85 with Tetra Tech, Inc. in the amount of \$26,641 for completion of the update to Disaster Debris Management plan project.

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Tetra Tech, Inc. (CONSULTANT) for the following reasons:

1. The OWNER intends to update the existing Disaster Debris Management Plan; and,
2. The OWNER requires certain professional administrative, technical, and analytical services in connection with the PROJECT (the SERVICES); and,
3. The CONSULTANT is prepared to provide the SERVICES.

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

ARTICLE 1 - EFFECTIVE DATE

The effective date of this AGREEMENT shall be 19th day of January, 2022.

ARTICLE 2 - GOVERNING LAW

This AGREEMENT shall be governed by the laws of the State of Oklahoma and FEMA .

ARTICLE 3 - SCOPE OF SERVICES

The CONSULTANT shall provide the SERVICES described in **Attachment A, Scope of Services**.

ARTICLE 4 - SCHEDULE

The CONSULTANT shall exercise its reasonable efforts to perform the SERVICES described in **Attachment A, Scope of Services** according to the schedule set forth in **Attachment B, Project Schedule**.

ARTICLE 5 -COMPENSATION

The OWNER shall pay the CONSULTANT in accordance with **Attachment C, Compensation**. Invoices shall be due and payable upon receipt. The OWNER shall give prompt written notice of any disputed amount and shall pay the remaining amount.

ARTICLE 6 - OWNER'S RESPONSIBILITIES

The OWNER shall be responsible for all matters described in **Attachment D, Owner's Responsibilities**. The OWNER hereby represents that it owns the intellectual property rights in any plans, documents or other materials provided by the OWNER to the CONSULTANT. If the OWNER does not own the intellectual property rights in such plans, documents or other materials, prior to providing same to the CONSULTANT, the OWNER shall obtain a license or right to use, including the right to sublicense to the CONSULTANT. The OWNER hereby grants the 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. The OWNER represents that the 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. To the extent permitted by law, including the Constitution of the State of Oklahoma, 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. This indemnity is not limited except as provided by applicable Oklahoma law. 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, the CONSULTANT shall maintain the following insurance:

1. General Liability Workmen's Compensation and Auto Liability insurance in accordance with the Political Subdivision Tort Claims Act of the State of Oklahoma.
2. Adequate worker's compensation insurance coverage to comply with State laws and employer's liability coverage in the minimum amount of \$100,000.
3. Comprehensive general liability insurance coverage with a minimum of \$100,000 per person and \$300,000 per accident for bodily injury or death and \$100,000 for property damage.
4. Comprehensive automobile liability insurance coverage with a minimum of \$50,000 per person and \$300,000 per accident for bodily injury or death and \$100,000 for property damage.
5. Professional Liability (errors and omissions) Insurance Certificate providing a minimum of \$100,000 policy value.

The CONSULTANT shall, upon written request, furnish the OWNER certificates of insurance which shall include a provision that such insurance shall not be canceled without at least thirty days' written notice to the OWNER. The OWNER shall require all project contractors to include the OWNER, the 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 the OWNER and the CONSULTANT, each to the same extent.

ARTICLE 10 - LIMITATIONS OF RESPONSIBILITY

The CONSULTANT shall not be responsible for; (a) construction means, methods, techniques, sequences, procedures, or safety precautions and programs in connection with the PROJECT that are outside of CONSULTANT's reasonable control and/or the **Scope of Services** set forth in **Attachment A**; (b) the failure of any contractor, subcontractor, vendor, or other PROJECT participant, not under contract to or otherwise under the control of the CONSULTANT, to fulfill contractual responsibilities to the 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 the CONSULTANT in **Attachment A, Scope of Services**. In the event the OWNER requests the CONSULTANT to execute any certificates or other documents, the proposed language of such certificates or documents shall be submitted to the CONSULTANT for review at least 15 days prior to the requested date of execution. The CONSULTANT shall not be required to execute any certificates or documents that in any way would, in CONSULTANT's sole judgment; (a) increase the CONSULTANT's legal or contractual obligations or risks beyond the terms of this AGREEMENT; (b) require knowledge, services or responsibilities beyond the scope of this AGREEMENT; or (c) result in the CONSULTANT having to certify, guarantee or warrant the existence of conditions which existence the CONSULTANT cannot reasonably ascertain.

ARTICLE 11 - OPINIONS OF COST AND SCHEDULE

Because the 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, the 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. The CONSULTANT does not guarantee that proposals, bids, or actual project costs will not vary from the CONSULTANT's cost estimates or that actual schedules will not vary from the CONSULTANT's projected schedules.

ARTICLE 12 - REUSE OF DOCUMENTS

All documents, including, but not limited to, plans, drawings, and specifications prepared by the CONSULTANT as deliverables pursuant to the **Attachment A, Scope of Services** are instruments of service in respect to the PROJECT. They are not intended or represented to be suitable for reuse by the OWNER or others on modifications or extensions of the PROJECT or on any other project. Any reuse without prior written verification or adaptation by the CONSULTANT for the specific purpose intended will be at the OWNER's sole risk and without liability or legal exposure to the CONSULTANT. The OWNER shall indemnify and hold harmless the CONSULTANT and its sub consultants 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 the CONSULTANT to additional compensation at rates to be agreed upon by the OWNER and the CONSULTANT.

ARTICLE 13 - OWNERSHIP OF DOCUMENTS AND INTELLECTUAL PROPERTY

Except as otherwise provided herein, documents, drawings, and specifications prepared by the CONSULTANT and furnished to the OWNER as part of the SERVICES shall become the property of the OWNER; provided, however, that the CONSULTANT shall have the unrestricted right to their use. The 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 the 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. The OWNER may terminate or suspend performance of this AGREEMENT for the OWNER's convenience upon written notice to the CONSULTANT. The CONSULTANT shall terminate or suspend performance of the SERVICES on a schedule acceptable to the OWNER, and the OWNER shall pay the CONSULTANT for all the SERVICES performed. Upon restart of suspended SERVICES, an equitable adjustment shall be made to the CONSULTANT's compensation and the project schedule.

ARTICLE 15 - DELAY IN PERFORMANCE

Neither the OWNER nor the 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 the OWNER or the CONSULTANT under this AGREEMENT. The 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:

Joseph Hill
Streets Program Manager
City of Norman

P.O. Box 370
Norman, OK 73070
(405) 366-7274 Phone

CONSULTANT:

Tetra Tech, Inc.
Brian Rutherford, Project Manager
Simon Carlyle, Subject Matter Expert
525 Central Park Drive, Suite 403
Oklahoma City, Oklahoma 731051
1 (321) 441-8500

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

ARTICLE 17 - DISPUTES

In the event of a dispute between the OWNER and the 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 available legal remedies.

ARTICLE 18 - EQUAL EMPLOYMENT OPPORTUNITY

The 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, including the City of Norman's policies and provisions. The 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 the CONSULTANT's policy to treat employees equally with respect to compensation, advancement, promotions, transfers and all other terms and conditions of employment. The 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 the OWNER or the 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 the OWNER and the 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

The OWNER and the 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 the OWNER nor the 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, the CONSULTANT may assign its rights to payment without the 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 the 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 the OWNER and the CONSULTANT. Nothing in this AGREEMENT shall be construed to give any rights or benefits to anyone other than the OWNER and the CONSULTANT.

IN WITNESS WHEREOF, OWNER and Tetra Tech, Inc. have executed this AGREEMENT.

DATED this _____ day of _____, 2021.

The City of Norman
(OWNER)

Tetra Tech, Inc
(CONSULTANT)

Signature: _____

Signature: _____

Name: _____

Name: Jonathan Burgiel

Title: _____

Title: Business Unit President

Date: _____

Date: December 28, 2021

Attest:

Attest:

City Clerk

Contracts Administrator (Betty Kamara)

Approved as to form and legality this 7 day of Jan 2022

Christine Luckala
City Attorney

ATTACHMENT A SCOPE OF SERVICES

ARTICLE 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. The 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 purpose of this project is to update the existing Disaster Debris Management Plan to ensure that it is compliant with all current federal, state, and local rules and regulations.

The City's current Disaster Debris Management Plan was completed in July 2009. The City approved the preparation of the Disaster Debris Management Plan to better respond to emergency debris removal situations. As a living document, this plan needs to be updated on a regular basis to ensure that it meets current guidelines and industry standards. During this process, all forms, reports, tracking procedures, and Debris Management sites should be reviewed to make certain the City of Norman has all necessary components in place to successfully complete its debris removal operations.

Task 1: Update Documents in Existing Plan

- Project kickoff call
- Half-day (up to four hours) meeting with City staff to perform interviews and gather documents necessary for the completion of all four tasks
- Update City policies and protocols that have changed since the development of the existing plans.
- Update roles, responsibilities as needed for City departments and other agencies with a role in response and recovery.
- Incorporate provisions to account for the use of an automated debris management system (ADMS) should the City choose not to use a paper-based ticketing system.
- Include changes regarding the Federal Emergency Management Agency (FEMA) Public Assistance Alternative Procedures (PAAP) Pilot Program.
- Include changes to the Public Assistance Program including updated guidance for the procurement contractor services to assist in the clearing, removal and monitoring of debris operations.
- Update potential debris estimates.
- Include lessons learned from City staff in strategies for debris clearing, removal and disposal.
- Update road clearance priorities
- Update authorities and references listed in the plan

Task 2: Develop Protocols for tracking Force Account labor and equipment and emergency procurement

- On-site or online meeting (up to four hours) with City finance staff in conjunction with the plan update meeting (task 1) to discuss force account labor and asset tracking protocols and emergency procurement procedures
- Collection of relevant asset management, time keeping and emergency procurement policy documents and incorporation into the City DDMP.

Task 3: Conduct DMS location viability services

- Review of previously identified DMS locations with City staff
- Survey three additional City-identified sites for potential use as DMS locations
- Update DMS report

Task 4: Final Plan development and submittal

- Compile data collected and produce draft of DDMP update
- Submit to the City for review, comments, and suggested changes
- Incorporate changes

**ATTACHMENT B
PROJECT SCHEDULE**

ARTICLE 4 of the AGREEMENT is amended and supplemented to include the following agreement of tile 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 the OWNER and the CONSULTANT and after receipt of a written Notice to Proceed from the CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for the OWNER to take advantage of existing funding. The CONSULTANT agrees to provide SERVICES for each phase of the 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 | January 19, 2022 |
| Task 1: Update Documents in Existing Plan | March 18, 2022 |
| Task 2: Develop protocols for tracking force account labor & equipment, and emergency procurement | April 15, 2022 |
| Task 3: Conduct DMS location viability surveys | May 13, 2022 |
| Task 4: Final Plan development and submittal | June 24, 2022 |

The parties further agree that the 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 anytime lost while the CONSULTANT is waiting for direction either by a government agency or the OWNER, and any excusable delays as described in ARTICLE 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by the OWNER, and other factors beyond direct control of the 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. The OWNER agrees, in accordance with the limitations and conditions set forth in the AGREEMENT to pay an amount not to exceed \$26,641.00 unless changed or modified by a mutually executed contact 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 – Update documents in existing plan | \$9,434.00 |
| Task 2 – Develop protocols for tracking force account labor & equipment and emergency purchasing | \$3,884.00 |
| Task 3 – Conduct DMS location Viability Surveys | \$6,413.00 |
| Task 4 – Final Plan development and submittal | \$6,910.00 |
| TOTAL COMPENSATION | \$ 26,641.00 |

Payment claims or invoices for incremental work completed on each task may be submitted by the CONSULTANT to the OWNER for prompt payment on a monthly basis.

Final payment shall not be deemed to waive any rights or obligation of the OWNER or the CONSULTANT to this AGREEMENT.

ATTACHMENT D OWNER'S RESPONSIBILITIES

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

OWNER RESPONSILITIES

1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, plans and any other data relative to the PROJECT.
2. The OWNER shall be responsible for all permit fees.
3. The 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 the SERVICES of the CONSULTANT.
4. The 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 the OWNER's policies and decisions with respect to materials, equipment, elements and systems pertinent to the services covered by this AGREEMENT.
5. The OWNER shall furnish legal assistance as required in the preparation, review and approval of construction documents.
6. The OWNER shall provide for meeting facilities (or arrange for meeting facilities) for all PROJECT meetings with OWNER or Public Meetings in connection with the PROJECT.

City of Norman, Oklahoma Disaster Debris Management Plan

Table of Contents

Table of Contents

List of Tables

List of Figures

ACRONYMS AND DEFINITIONS AD-1

Section 1 INTRODUCTION 1-1

| | |
|--|-----|
| Authority..... | 1-1 |
| Regulatory and Technical Assistance..... | 1-1 |
| State Agencies..... | 1-1 |
| Federal Agencies..... | 1-2 |
| Background..... | 1-2 |
| Purposes of the Plan | 1-3 |
| General Approach and Assumptions | 1-3 |
| Situation..... | 1-4 |
| Incident Description..... | 1-4 |
| Debris Volume Estimate..... | 1-5 |
| Debris Estimate - Scenario 1..... | 1-6 |
| Debris Estimate – Scenario 2..... | 1-8 |

Section 2 ROLES AND RESPONSIBILITIES 2-1

| | |
|--------------------------------------|-----|
| Administration and Logistics | 2-1 |
| Lead Departments/Divisions | 2-1 |
| Lead Agencies | 2-3 |
| City Manager | 2-3 |
| Public Works Department..... | 2-3 |
| Interdepartmental Coordination..... | 2-4 |
| Mayor and City Council..... | 2-4 |
| City Attorney | 2-4 |
| City Clerk..... | 2-4 |
| Code Compliance..... | 2-5 |
| Emergency Management | 2-5 |
| Finance..... | 2-5 |
| Fire 2-5 | |
| Geographic Information Systems | 2-5 |
| Human Resources | 2-6 |
| Parks and Recreation..... | 2-6 |
| Police 2-6 | |

Table of Contents

| | |
|--|------------|
| Other Agencies | 2-8 |
| State Agencies | 2-8 |
| Federal Agencies | 2-9 |
| Section 3 ACTION PLAN | 3-1 |
| Normal Operations | 3-1 |
| Normal Operations Checklist | 3-1 |
| Pre-Event Preparation | 3-3 |
| Pre-Event Checklist | 3-3 |
| Post-Event Response (70-Hour Push) | 3-5 |
| Emergency Road Clearance Priorities | 3-6 |
| Post-Event Response Checklist | 3-7 |
| Post-Event Recovery | 3-15 |
| Post-Event Recovery Checklist: 2 Days – 2 Weeks | 3-16 |
| Post-Event Recovery Checklist: 2 Weeks – 1 Month..... | 3-20 |
| Post-Event Recovery Checklist: 1 Month – 3 Months | 3-22 |
| Recovery Checklist: 3 Months – Project Completion | 3-23 |
| Section 4 OVERVIEW OF RULES AND REGULATIONS | 4-1 |
| Federal Emergency Management Agency Guidelines | 4-1 |
| FEMA Publication 322 – Public Assistance Guide | 4-1 |
| FEMA Publication 323 – Applicant Handbook..... | 4-1 |
| FEMA Publication 325 – Debris Management Guide..... | 4-2 |
| Disaster Specific Guidance..... | 4-2 |
| Other Relevant Documents..... | 4-2 |

Table of Contents

| | |
|--|------------|
| Appendix A MONITORING FIRM AND DEBRIS REMOVAL CONTRACTORS..... | A-1 |
| Appendix B DEBRIS MANAGEMENT SITE REPORT | B-1 |
| Appendix C FIELD DOCUMENTS..... | C-1 |
| Appendix D HAZARDOUS STUMP EXTRACTION AND REMOVAL ELIGIBILITY | D-1 |
| Appendix E SAMPLE PRESS RELEASES | E-1 |
| Appendix F SAMPLE RIGHT-OF-ENTRY AGREEMENT | F-1 |
| Appendix G SAMPLE MEMORANDUM OF AGREEMENT | G-1 |
| Appendix H ZONE MAPS | H-1 |
| Appendix I CITY SAFETY MANUAL..... | I-1 |
| Appendix J HEALTH AND SAFETY STRATEGY | J-1 |
| Appendix K FEMA FACT SHEET RP9580.201..... | K-1 |
| Appendix L CITY PROCUREMENT PROCEDURES | L-1 |
| Appendix M MUNICIPAL ROAD MAINTENANCE AGREEMENTS..... | M-1 |
| Appendix N CITY RESOURCES..... | N-1 |
| Appendix O DEBRIS REMOVAL CONTRACTOR SOLICITATION | O-1 |
| Appendix P CONTRACTS | P-1 |
| Appendix Q DEBRIS MANAGEMENT CHECKLISTS..... | Q-1 |

Table of Contents

List of Tables

| | |
|--|------|
| Table 1-1 Enhanced Fujita (EF) Scale | 1-5 |
| Table 1-2 Potential Disaster Events..... | 1-6 |
| Table 1-3 Scenario 1 – Historical Debris Data Analysis | 1-7 |
| Table 1-4 Scenario 1 - Debris Forecast Analysis..... | 1-8 |
| Table 1-5 Scenario 2 - Debris Forecast Analysis..... | 1-9 |
| Table 2-1 City Departments’ Roles and Responsibilities | 2-6 |
| Table 2-2 Other Agencies’ Roles and Responsibilities Table | 2-10 |
| Table 3-1 Key Personnel and Contact Information | 3-4 |
| Table 3-2 Emergency Road Clearance Priorities..... | 3-6 |
| Table 3-3 Recyclable Materials and End Users | 3-11 |
| Table 3-4 Potential Final Disposal Landfills | 3-23 |
| Table A-1 Primary Monitoring Firm | A-1 |
| Table A-2 Pre-positioned Debris Removal Contractors | A-1 |
| Table B-1 Debris Management Site Matrix..... | B-20 |

Table of Contents

List of Figures

| | |
|--|------|
| Figure 2-1 City Organizational Chart | 2-2 |
| Figure 3-1 Disaster Recovery Timeline | 3-15 |
| Figure B-1 Site 1 – Hall Park – Primary | B-4 |
| Figure B-2 Site 1 – Hall Park – Photos | B-5 |
| Figure B-2 Site 1 – Hall Park – Photos (Cont.)..... | B-6 |
| Figure B-3 Site 1 – Hall Park – Photos (Cont.)..... | B-7 |
| Figure B-4 Site 2 – OU Airport – Primary..... | B-8 |
| Figure B-5 Site 2 – OU Airport – Photos..... | B-9 |
| Figure B-6 Site 2 – OU Airport – Photos (Cont.) | B-10 |
| Figure B-7 Site 2 – OU Airport – Photos (Cont.) | B-11 |
| Figure B-8 Site 3 – Franklin Rd. & 12 th Ave. – Secondary | B-12 |
| Figure B-9 Site 3 – Franklin Rd. & 12 th Ave. – Photos | B-13 |
| Figure B-10 Site 3 – Franklin Rd. & 12 th Ave. – Photos (Cont.)..... | B-14 |
| Figure B-11 Site 3 – Franklin Rd. & 12 th Ave. – Photos (Cont.)..... | B-15 |
| Figure B-12 Site 4 – 36 th Ave. NW & Franklin Rd. – Secondary | B-16 |
| Figure B-13 Site 4 – 36 th Ave. NW & Franklin Rd. – Photos | B-17 |
| Figure B-14 Site 4 – 36 th Ave. NW & Franklin Rd. – Photos (Cont.)..... | B-18 |
| Figure B-15 Site 4 – 36 th Ave. NW & Franklin Rd. – Photos (Cont.)..... | B-19 |

This report has been prepared for the use of the client for the specific purposes identified in the report. The conclusions, observations, and recommendations contained herein attributed Beck Disaster Recovery, Inc. (BDR) constitute the opinions of BDR. To the extent that statements, information, and opinions provided by the client or others have been used in the preparation of this report, BDR has relied upon the same to be accurate, and for which no assurances are intended and no representations or warranties are made. BDR makes no certification and gives no assurances except as explicitly set forth in this report.

Copyright 2009, Beck Disaster Recovery, Inc.
All rights reserved.

ACRONYMS AND DEFINITIONS

| | |
|-------------|--|
| 44 CFR | Title 44 of the Code of Federal Regulations |
| BDR | Beck Disaster Recovery, Inc. |
| C&D Debris | Construction and Demolition Debris |
| City | City of Norman |
| CY | Cubic Yards |
| DDMP | Disaster Debris Management Plan |
| DMS | Debris Management Site |
| DSG | Disaster Specific Guidance |
| EF Scale | Enhanced Fujita Scale |
| EPA | Environmental Protection Agency |
| EOC | Emergency Operations Center |
| ER Program | Emergency Relief Program |
| EWP Program | Emergency Watershed Protection Program |
| FCO | Federal Coordinating Officer |
| FEMA | Federal Emergency Management Agency |
| FEMA 325 | Debris Management Guide – FEMA Publication 325 |
| FHWA | Federal Highway Administration |
| GIS | Geographic Information Systems |
| GPS | Global Positioning System |
| Handbook | Applicant Handbook |
| HHA | Hold Harmless Agreement |
| HHW | Household Hazardous Waste |
| MOA | Memorandum of Agreement |
| NRCS | National Resource Conservation Service |
| NOAA | National Oceanic and Atmospheric Administration |
| ODA | Oklahoma Department of Agriculture, Food, and Forestry |
| ODEQ | Oklahoma Department of Environmental Quality |
| ODOT | Oklahoma Department of Transportation |
| OEM | Oklahoma Department of Emergency Management |
| OSDH | Oklahoma State Department of Health |
| OSHA | Occupational Safety and Health Administration |

Acronyms and Definitions

| | |
|--------------|---|
| PA | Public Assistance |
| PAO | Public Assistance Officer |
| PPE | Personal Protective Equipment |
| PIO | Public Information Officer |
| PO | Purchase Orders |
| PW | Project Worksheets |
| QA/QC | Quality Assurance/Quality Control |
| RCRA | Resource Conservation and Recovery Act |
| RFB | Request for Bids |
| RFP | Request for Proposals |
| ROE | Right-of-Entry |
| ROW | Right-of-Way |
| SHPO | State Historic Preservation Office |
| Stafford Act | Robert T. Stafford Disaster Relief and Emergency Assistance Act |
| State | The State of Oklahoma |
| USACE | United States Army Corps of Engineers |

Applicant – State agency, local government or eligible private nonprofit organization that intends on applying for Federal Emergency Management Agency (FEMA) Public Assistance (PA) grants.

Code of Federal Regulations: Title 44 – Emergency Management and Assistance – The Code of Federal Regulations – Title 44 Emergency Management and Assistance (44 CFR) provide procedural requirements for the PA Program operations. These regulations are designed to implement a statute based upon FEMA’s interpretation of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act). They govern the PA Program and outline program procedures, eligibility, and funding

Construction and Demolition Debris – FEMA Publication 325 defines construction and demolition (C&D) debris as damaged components of buildings and structures such as lumber and wood, gypsum wallboard, glass, metal, roofing material, tile, carpeting and floor coverings, window coverings, plastic pipe, concrete, fully cured asphalt, heating, ventilation and air conditioning systems and their components, light fixtures, small consumer appliances, equipment, furnishings and fixtures. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant’s improved property or right-of-way;
- Debris removal must be the legal responsibility of the applicant; and
- Debris must be a result of the major disaster event.

Acronyms and Definitions

Debris Removal Contractor – The debris removal contractor is contracted by the City of Norman (City) to remove and dispose of debris that is a result of a severe debris-generating event.

Disaster Specific Guidance – Disaster Specific Guidance (DSG) is a policy statement issued in response to a specific post-event situation or need in a state or region. Each DSG is issued a number and is generally referred to along with their numerical identification.

FEMA Publication 322 – Public Assistance Guide – Provides a general overview of the FEMA PA Program protocol immediately following a disaster. The PA Program provides the basis for the federal/local cost sharing program. This document specifically describes the entities eligible for reimbursement under the PA Program, the documentation necessary to ensure reimbursement and any special considerations that local governments should be aware of to maximize eligible activities.

FEMA Publication 323 – Applicant Handbook – The Applicant Handbook (Handbook) is the official “how to” for local governments who are considering applying for reimbursement following a disaster through the PA Program. The Handbook provides the rules, procedures and sample documents that local governments need as the applicant to FEMA. The publication is formatted so that the applicant has a step-by-step guide for each phase of the reimbursement process including what information is critical to ensure reimbursement.

FEMA Publication 325 – Debris Management Guide – This publication is specifically dedicated to the rules, regulations and policies associated with the debris cleanup process. Familiarity with this publication and any revisions, can aid a local government to limit the amount of non-reimbursable expenses. The Debris Management Guide provides the framework for the debris removal process authorized by the Stafford Act including:

- Eliminating immediate threats to lives, public health and safety;
- Eliminating immediate threats of significant damage to improved public or private property; or
- Ensuring the economic recovery of the affected community to the benefit of the community-at-large.

Hanger – A hanger is a hazardous limb that poses significant threat to the public. The current eligibility requirements for leaning trees according to FEMA Publication 325 are:

- The limb is greater than two inches in diameter;
- The limb is still hanging in a tree and threatening a public-use area; and
- The limb is located on improved public property.

Hazardous Stump – A stump is defined as hazardous and eligible for reimbursement if all of the following criteria are met:

- The stump has 50 percent or more of the root-ball exposed;

Acronyms and Definitions

- The stump is greater than 24 inches in diameter when measured 24 inches from the ground;
- The stump is located on a public right-of-way; and
- The stump poses an immediate threat to public health and safety.

Household Hazardous Waste – The Resource Conservation and Recovery Act defines hazardous wastes as materials that are ignitable, reactive, toxic or corrosive. Examples of household hazardous waste (HHW) include items such as paints, cleaners, pesticides, etc. Due to the nature of hazardous waste certified technicians must be used to handle, capture, recycle, reuse and dispose of hazardous waste. The eligibility criteria for HHW are as follows:

- HHW must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way;
- HHW removal must be the legal responsibility of the applicant; and
- HHW must be a result of the major disaster event.

Leaner – A tree is considered hazardous and defined as a “leaner” when the tree's present state is caused by a disaster, the tree poses a significant threat to the public and the tree is six inches in diameter or greater, measured two feet from the ground or at chest height. The current eligibility requirements for leaning trees according to FEMA Publication 325 are:

- The tree has more than 50 percent of the crown damaged or destroyed (requires written documentation from an arborist);
- The tree has a split trunk or broken branches that expose the heartwood;
- The tree has fallen or been uprooted within a public use area; or
- The tree is leaning at an angle greater than 30 degrees.

Monitoring Firm – The monitoring firm is an organization under contract with the City to monitor debris removal operations. The monitoring firm ensures the debris removal contractor is working within the scope-of-work contracted by the City and documents debris removal operations.

Robert T. Stafford Disaster Relief and Emergency Assistance Act – Provides the authorization of the PA Program. The fundamental provisions of this act are as follows:

- Assigns FEMA the authority to administer federal disaster assistance;
- Defines the extent of coverage and eligibility criteria of the major disaster assistance programs;
- Authorizes grants to the states; and
- Defines the minimum federal cost-sharing levels.

Vegetative Debris – As outlined in FEMA Publication 325, vegetative debris consists of whole trees, tree stumps, tree branches, tree trunks and other leafy material.

Acronyms and Definitions

Vegetative debris will largely consist of mounds of tree limbs and branches piled along the public right-of-way by residents and volunteers. Current eligibility criteria include:

- Debris must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way;
- Debris removal must be the legal responsibility of the applicant; and
- Debris must be a result of the major disaster event.

White Goods – As outlined in FEMA Publication 325, white goods are defined as discarded household appliances such as refrigerators, freezers, air conditioners, heat pumps, ovens, ranges, washing machines, clothes dryers and water heaters. White goods can contain ozone-depleting refrigerants, mercury or compressor oils that the federal Clean Air Act prohibits from being released into the atmosphere. The Clean Air Act specifies that only certified technicians can extract refrigerants from white goods before they can be recycled. The eligibility criteria for white goods are as follows:

- White goods must be located within a designated disaster area and be removed from an eligible applicant's improved property or right-of-way;
- White goods removal must be the legal responsibility of the applicant; and
- White goods must be a result of the major disaster event.

Section 1

INTRODUCTION

Authority

This City of Norman Disaster Debris Management Plan (DDMP) is developed, promulgated, and maintained under the following City, state and federal statutes and regulations:

- City of Norman Emergency Operations Plan
- The City of Norman is a signatory of the statewide mutual aid agreement.
- Code of Federal Regulations Title 44, Part 200 et seq.

Regulatory and Technical Assistance

State Agencies

Oklahoma Department of Agriculture, Food, and Forestry (ODA)

- Assistance regarding the disposition of dead animals.

Oklahoma Department of Emergency Management (OEM)

- Coordinates disaster response activities statewide
- Interfaces with FEMA in efforts to obtain federal disaster declarations and to ensure compliance with the Public Assistance (PA) program.

Oklahoma Department of Environmental Quality (ODEQ)

- Issues emergency permits for debris incineration and advice and assistance for debris disposal; and
- Assistance on potential environmental impacts of debris removal and disposal operations.

Oklahoma Department of Transportation (ODOT)

- Responsible for the design, construction and maintenance of the State highway system; and
- Acts as the lead agency for emergency roadway debris clearance, removal, and disposal efforts along State and Federal highways.

Section 1

Oklahoma State Department of Health (OSDH)

- Health and safety issues pertaining to debris removal and disposal operations.

State Historic Preservation Office (SHPO)

- Responsible for review of any historical issues pursuant to Title 36 of the Code of Federal Regulations (36 CFR) Part 800.12.
- Review of post-disaster Debris Management Site (DMS) plan applications.

Federal Agencies

Federal Emergency Management Agency (FEMA)

- Provides guidance relative to debris eligibility and the reimbursement process.
- Assists the City in Project Worksheet (PW) development

Federal Highway Administration (FHWA)

- Responsible for funding debris clearance on federal highways through the Emergency Relief (ER) program.

National Resource Conservation Service (NRCS)

- Administers the Emergency Watershed Protection (EWP) program, which provides for debris cleanup related to runoff retardation and soil erosion prevention.

Background

The City of Norman, seat of Cleveland County, encompasses approximately 200 square miles in central Oklahoma. Norman is located just south of the state's capitol, Oklahoma City, and is home to the main campus of the University of Oklahoma. As of the 2000 Census, the City has a population of nearly 96,000 and an estimated number of households around 39,000.

The geographic location of the city makes it extremely vulnerable to winter storms, tornadoes, and flooding. The winter of 2007 proved to be the most severe season the City had encountered in several years. On December 8, a massive storm moved through the state, bringing with it freezing rain and snow, and covering the City in over one half inch of ice. Across the state, more than 600,000 homes and businesses were left without power and 29 lives were lost. In the City of Norman alone, 536,000 cubic yards of debris was removed from the public right of way. The City also safely removed 23,250 hazardous limbs and leaning trees, or leaners and hangers, effectively protecting the lives and property of the residents of Norman. A storm of this magnitude is not without financial consequence, as the cost of debris removal and

monitoring services for the City totaled approximately 6 million dollars, which was easily the largest expense associated with this storm.

Additionally, the City lies in an area of the country that is consistently susceptible to violent thunderstorms and tornadoes, commonly referred to as “Tornado Alley.” In January 1999 a severe tornado outbreak swept across four states, with 66 of those tornadoes occurring over a 24-hour period in Oklahoma alone. The most significant tornado of the outbreak quickly escalated to catastrophic F5 strength before decimating Norman’s neighboring City of Moore.

These examples serve as reminders of how vulnerable the City of Norman is to devastating incidents that have the potential of causing massive destruction and a large amount of debris. Because of these vulnerabilities, it is of extreme importance to establish a working plan to quickly and effectively respond to future debris-generating events.

Purposes of the Plan

The City approved the preparation of this DDMP to better respond to subsequent emergency debris removal situations. The purpose of this Plan is to outline the components critical to the success of a debris removal operation in the City. This Plan provides key information that will help the City coordinate and effectively manage a turn-key debris removal effort if the City were affected by a major, debris-generating event. Central to the success of debris removal operations is the City’s understanding of the following elements prior to a debris-generating event:

- The parties involved and their roles and responsibilities with regards to the debris removal operation;
- The rules, regulations and guidelines enacted by FEMA and other agencies governing debris removal;
- The process of collecting debris; and
- The disposal of debris including where the debris will be staged for reduction and/or hauled to final disposal.

General Approach and Assumptions

This Plan provides a coordinated response blueprint for the City; the City’s monitoring firm and the City’s debris removal contractor. To assist the City in expeditiously recovering from a debris-generating event, the approach of this Plan will be to outline pre-event preparations during times of normalcy, operations immediately prior to a known disaster threat, operations following the disaster event and demobilization and close-out following completion of debris removal efforts.

With regards to debris removal efforts, this Plan assumes the following:

- The City’s greatest threat of a debris-generating event is in the form of a severe weather system, such as a tornado, ice storm or thunderstorm;

Section 1

- The response and recovery outlined in this Plan is designed to address two types of debris-generating scenarios:
 - **Scenario 1:** High Probability – Medium Consequence events
 - **Scenario 2:** High Probability – Low Consequence events
- In the occurrence of a debris-generating event, the City may activate one or more of its debris removal contractors;
- In the occurrence of a debris-generating event, the City may activate its monitoring firm;
- If warranted, the City through the state will request federal assistance from FEMA; and
- The City will be operating under the current PA guidelines for reimbursement as described in the Stafford Act. Changes to the PA Program or published program-specific guidance may result in a revision to the debris management plan or its implementation.

Situation

Incident Description

This multi-hazard DDMP is designed to address numerous debris-generating event scenarios. For the purposes of the DDMP, two scenarios have been developed based on maximum impact, ability to respond, and frequency of event.

Scenario 1: High Probability – Medium Consequence

This scenario focuses on catastrophic debris-generating events that may significantly impact the entire Oklahoma City Metropolitan Statistical Area. In this case resources are severely strained throughout the entire region; and a Presidential Disaster Declaration for Category A is immediate or imminent due to:

- Long-term impacts to roads, bridges and rail lines;
- Composition of debris is primarily vegetative with limited amounts of C&D and HHW; and
- Post-event debris estimates have the potential to exceed 100,000 cubic yards (CY).

This event is best described as a severe ice storm. The period for debris removal and demobilization may last from three-months to one year and beyond.

Scenario 2: High Probability – Low Consequence

This scenario focuses on those higher frequency debris-generating events that may impact portions of or the entire City. These events may be characterized as those that do not immediately receive a Presidential Disaster Declaration for Category A:

INTRODUCTION

- Short-term impacts to roads, bridges and rail lines;
- Composition of debris is primarily C&D with limited amounts of vegetative, HHW and white goods; and
- Post-event debris estimates do not exceed 100,000 CY.

This event is best described as a moderate tornado or wind storm (65 - 110 mph). The period for cleanup may last from one to two months. Depending on the severity of the event, DMS locations may or may not be operational. In this case, the City may choose to rely on local contractors or force account labor.

The National Oceanic and Atmospheric Administration (NOAA) National Weather Service utilizes the recently updated Enhanced Fujita (EF) Scale to rate the severity of tornadoes. The table below describes the EF Scale and associated wind speed categories.

**Table 1-1
Enhanced Fujita (EF) Scale¹**

| Fujita Scale | | | Derived EF Scale | | Operational EF Scale | |
|--------------|----------------------|---------------------|------------------|---------------------|----------------------|---------------------|
| F Number | Fastest ¼ Mile (mph) | 3 Second Gust (mph) | EF Number | 3 Second Gust (mph) | EF Number | 3 Second Gust (mph) |
| 0 | 40-72 | 45-78 | 0 | 65-85 | 0 | 65-85 |
| 1 | 73-112 | 79-117 | 1 | 86-109 | 1 | 86-110 |
| 2 | 113-157 | 118-161 | 2 | 110-137 | 2 | 111-135 |
| 3 | 158-207 | 162-209 | 3 | 138-167 | 3 | 136-165 |
| 4 | 208-260 | 210-261 | 4 | 168-199 | 4 | 166-200 |
| 5 | 261-318 | 262-317 | 5 | 200-234 | 5 | Over 200 |

Debris Volume Estimate

The debris volume generated by an event will depend on the type of event. Table 1-2 describes the disaster events that may affect the City. The table also illustrates the probability of the disaster event occurring, the nature of the debris generated, the debris generation potential and the widespread impact throughout the City.

¹ The Enhanced Fujita Scale still is a set of wind estimates (not measurements) based on damage. Its uses three-second gusts estimated at the point of damage based on a judgment of levels of damage to various indicators. These estimates vary with height and exposure. The 3 second gust is not the same wind as in standard surface observations. Standard measurements are taken by weather stations in open exposures, using a directly measured "one minute mile" speed.

Section 1

**Table 1-2
Potential Disaster Events**

| Type of Event | Probability ² | Nature of Debris | Debris Generation Potential ³ | Widespread Impact |
|---------------|--------------------------|---|--|-------------------|
| Ice Storm | High | Vegetative Limited C&D Limited HHW | Medium | High |
| Tornado | High | C&D Limited Vegetative Limited HHW Limited White Goods | Low | Low |
| High Winds | High | Vegetative | Low | High |
| Flood | Medium | Vegetative C&D HHW | Low to Medium | Medium |
| Wildfire | Medium | C&D White Goods HHW Limited Vegetative | Low to Medium | Medium |
| Man-Made | Low | C&D HHW | Low to Medium | Low |

For planning purposes, this Plan will be based on debris volumes generated by the most probable event to produce conditions common to Scenario 1, a severe ice storm. However, the guidance that follows in this Plan will apply to all debris-generating events that may affect the City.

Debris Estimate - Scenario 1

Estimating the quantities of debris that may be generated by various natural or man-made disasters is a complex analysis. There are endless variables (type of event, severity of event, etc.) that can dramatically impact the quantities of debris that may be generated by a disaster event, and virtually no debris generation models can guarantee a completely accurate estimate.

For purposes of generating debris estimates under Scenario 1, the high volume debris incident is assumed to be a major ice storm impacting the region. While storms of this magnitude are relatively rare, they have the greatest opportunity to generate debris and affect the City, and therefore will act as the basis for the high volume debris estimate.

² Likelihood of a particular event to occur over a period of time. A low probability is described as an event that may occur ever 100-500 years, medium event would be every 50 years and a high probability event may occur ever 10 to 20 years.

³ The ability of a particular event to produce debris based upon historical data on each event. High debris generation potential would be an event that generates more than 1,000,000 cubic yards of debris. Medium could generate more than 100,000 – 1,000,000 cubic yards and low could generate approximately 50,000 – 100,000 cubic yards of debris.

INTRODUCTION

Debris Forecast Formula

Events of this magnitude, like severe ice storms, are highly unpredictable, which adversely affects the ability to accurately predict the amount of debris that an event of this nature would generate. There are several factors to take into consideration, such as the duration and severity of the storm, and the amount of precipitation associated with the storm. For example, a storm that covers the City in one inch of ice will generate much more debris than a storm with only one half inch of ice. Additionally, the amount of debris will depend largely on the City's vegetation characteristics and whether or not the right of way and easements have been appropriately maintained.

Based on the aforementioned factors, the forecasted amount of residential debris in the City is based on a combination of relevant historical ice storm data and debris forecast calculations. The table below provides a comparison of historical data from the ice storm that impacted the City of Norman in 2007, and storms of a similar nature that have previously impacted areas with alike characteristics. The total amount of debris collected was divided by the estimated number of households to provide an average for each event. The average number of cubic yards per household for each event was then averaged together. The total average per household is then multiplied by the estimated number of households to serve as the basis for the debris forecast for Scenario 1.

Table 1-3
Scenario 1 – Historical Debris Data Analysis

| Location | Estimated Number of Households | Total Amount of Collected Debris (CY) | Average CY per Household |
|--|--------------------------------|---------------------------------------|--------------------------|
| Norman, OK | 38,834 | 536,000 | 13.8 |
| Greene County, MO (unincorporated) | 33,168 | 553,486 | 16.7 |
| Springfield, MO | 64,691 | 1,408,133 | 21.8 |
| Historical Total Average CY per Household | | | 17.4 |

Scenario 1 – Debris Forecast

A combination of relevant historical data and debris forecast calculations were used to develop the debris forecast in the high volume debris incident.

- The goal of the debris forecast analysis for a severe ice storm scenario is to provide the City with a realistic amount of debris that could be generated by an incident;
- A severe ice storm affecting the entire Oklahoma City Metropolitan Statistical Area is a plausible scenario for a high frequency, medium consequence event;
- For the purposes of this analysis only vegetative debris factors were utilized for the incident;

Section 1

- The historical total average number of cubic yards per household illustrated above is multiplied by the total number of households in Norman to provide a general debris estimate.

Table 1-4
Scenario 1 - Debris Forecast Analysis

| Total Number of Households | Historical Total Average CY per Household | Debris Estimate (CY) |
|----------------------------|---|----------------------|
| 38,834 | 17.4 | 675,711 |

The estimated cubic yards for a severe ice storm to impact the City is approximately 675,711 cubic yards of debris.

Debris Estimate – Scenario 2

A high probability, low consequence incident that could impact the City may occur as a high-wind incident or moderate tornado. Based on historical data of recent debris-generating incidents of that nature, the consequences will be relatively minimal and will therefore serve as the low volume debris estimate.

Debris Forecast Formula

The forecasted amount of residential debris in the City is based on the following formula for a totally destroyed household as described in Section 6 of FEMA 325⁴:

$$L' \times W' \times S \times 20\% \times VCM = \text{cubic yards of debris}$$

- L = length of building in feet
- W = width of the building in feet
- S = height of building expressed in stories
- 20% = Reduction factor due to airspace in a single-family home; and
- VCM = Vegetative Cover Multiplier⁵

An estimate of a one-story, single family home that is approximately 1,500 square feet (30 feet by 50 feet) is used for this calculation. The following formula is used to derive the estimated amount of debris for a totally destroyed household.

$$30' \times 50' \times 1 \times 0.20 \times 1.3 = 390 \text{ cubic yards of debris}$$

Scenario 2 - Debris Forecast

A combination of relevant historical data and debris forecast calculations were used to develop the debris forecast in the low volume debris incident.

⁴ July 2007 version

⁵ Medium vegetative cover multiplier is assumed

INTRODUCTION

- The goal of the debris forecast analysis for a tornado or high wind scenario is to provide the City with a realistic amount of debris that could be generated by an incident.
- A Category EF0 or EF1 tornado could potentially cause significant or partial damage to numerous single-family homes in the City.
- The historical data from the Moore, Oklahoma tornado of 1999 and the Lake County, Florida tornadoes of 2007 act as the basis for the number of homes destroyed or partially damaged by the tornado.
- It is assumed that the number of single family homes destroyed or damaged by the tornado represents approximately five percent of the single family homes in the City.
- It is assumed that of the five percent of single family homes affected, 80 percent of that number will experience partial damage, and 20 percent of that number will experience significant damage.
- A factor of 25 percent is applied to the debris estimate for structures sustaining significant damage.
- A factor of 10 percent is applied to the debris estimate for structures sustaining partial damage.

Table 1-5 illustrates the estimated cubic yards that could be generated from a moderate tornado or wind storm incident.

Table 1-5
Scenario 2 - Debris Forecast Analysis

| | Number of Single Family Homes | CY/Home | Debris Quantities (CY) |
|--------------------|-------------------------------|---------|------------------------|
| Significant Damage | 388 | 97 | 37,636 |
| Partial Damage | 1,554 | 39 | 60,606 |
| Total | | | 98,242 |

Based on the assumptions described above, the estimated debris forecast for a moderate tornado, or similar high volume debris incident, is approximately 98,242 cubic yards.

File Attachments for Item:

27. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-73. A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$27,300 FROM THE FEDERAL SEIZURE AND RESTITUTION FUND BALANCE TO PURCHASE YEAR FOUR OF THE AXON TECHNOLOGY ASSURANCE PLAN UNDER CONTRACT K181957.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Lisa Tullius

PRESENTER: Kevin Foster, Chief of Police

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-73. A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$27,300 FROM THE FEDERAL SEIZURE AND RESTITUTION FUND BALANCE TO PURCHASE YEAR FOUR OF THE AXON TECHNOLOGY ASSURANCE PLAN UNDER CONTRACT K-1819-57.

BACKGROUND:

The City of Norman Police Department currently uses Taser Conductive Energy devices and have used the Taser device since 2003.

DISCUSSION:

On 08/28/2018, City Council approved Contract K-1819-57 with Axon Enterprise Inc. for the purchase of 130 Taser conductive energy devices under a Technology Assurance Plan for a total cost of \$272,538. This program replaced devices no longer serviceable and provided a five-year extended warranty. We will have the option to renew this program at the end of the fifth year.

Under the agreement, the Norman Municipal Authority (NMA) agreed to pay \$163,338 the first year which paid for the replacement of Taser devices, accessories, and the first year warranty. Funding for the Technology Assurance Plan for years one, two, and three [FYE 19, FYE 20, FYE 21] was provided from Federal Seizure and Restitution funds. Paragraph three of the Discussion section of Contract K-1819-57 states "Subsequent year's funding would be proposed to be appropriated from either federal or state seizure as needed."

On November 26, 2019, City Council adopted Resolution R-1920-66 approving funding from the Seizure and Restitution Fund Balance for the second year warranty in the amount of \$27,300, and on October 13, 2021, City Council adopted Resolution R-2021-56 approving funding in the amount of \$27,300 from the Seizure and Restitution Fund Balance for the third year warranty. It is proposed to use available Federal and State Seizure funds to pay for year four of this approved plan.

RECOMMENDATION:

It is recommended that the Norman Municipal Authority/City Council approve an appropriation of \$27,300 from the Federal Seizure Fund balance (25-29000) to Plant & Operating Equipment-Firearms account (25660138-45116).

Resolution

R-2122-73

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$27,300 FROM THE FEDERAL SEIZURE AND RESTITUTION FUND BALANCE TO PROVIDE FUNDING FOR YEAR FOUR OF THE AXON TECHNOLOGY ASSURANCE PLAN UNDER CONTRACT K-1819-57.

- § 1. WHEREAS, City Council approved Contract K-1819-57 on August 28, 2018, for a Technology Assurance Plan which included replacement of the Police Department's conductive energy weapons (Taser), accessories, and the first year warranty; and
- § 2. WHEREAS, this plan provided a program to replace 130 Taser weapons with the newest models with needed accessories, along with a five year extended no questions warranty; and
- § 3. WHEREAS, on November 26, 2019, City Council adopted Resolution R-1920-66 approving funding from the Seizure and Restitution Fund Balance for the second year warranty in the amount of \$27,300, and on October 13, 2021, City Council adopted Resolution R-2021-56 approving funding in the amount of \$27,300 from the Seizure and Restitution Fund Balance for the third year warranty, and
- § 4. WHEREAS, the Police Department is requesting \$27,300 be appropriated for the fourth year warranty.

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

- § 5. That the following appropriation be made for the reason stated above:

| Account Name | Losing Account | Gaining Account | Amount |
|-------------------------|----------------|-----------------|----------|
| Firearms and Ammunition | 25-29000 | 25660138-45116 | \$27,300 |

PASSED AND ADOPTED this 18th day of January, 2022.

ATTEST:

Mayor

City Clerk





Axon Enterprise Inc.
PO BOX 29661
DEPARTMENT 2018
PHOENIX, AZ 85038-9661
Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
TIN: 86-0741227

Invoice copy

Invoice ID INUS014497
Date 10-Sep-21
Page 1 of 2
Sales Order
Requisition
Your Ref
Our Ref
Payment Net 30 days
Invoice Account 113058
Terms of Delivery FCA

BILL TO

Norman Police Dept. - OK
201B W Gray St
Norman, OK 73069-7108
USA

SHIP TO

Norman Police Dept. - OK
201B W Gray St
Norman, OK 73069-7108
USA

| Line No. | Ship to* | Quote No. | Item Number | Description | Quantity | Unit Price | Amount |
|----------|----------|-------------|-------------|---|----------|------------|-----------|
| 1 | 1 | QL-18613524 | 85059 | TECH ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P Tax Date 10-Sep-21 | 8.00 | 210.00 | 1,680.00 |
| 2 | 1 | QL-18621170 | 85059 | TECH ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P Tax Date 10-Sep-21 | 122.00 | 210.00 | 25,620.00 |

| | |
|-----------------|-----------|
| Sales Amount | 27,300.00 |
| Misc. Charges | 0.00 |
| Discount | 0.00 |
| Sales Tax | 0.00 |
| Total | 27,300.00 |
| Amount Received | 0.00 |

Payment Due 10-Oct-21

BALANCE DUE USD 27,300.00

PAYMENT REMITTANCE INFORMATION

| For ACH/EFT Payment: (Preferred Method) | | For Wire Transfers | | For Check Payments Mail | For Overnight Check Payments Mail |
|--|-----------------------|--------------------|-----------------------|-------------------------|--------------------------------------|
| Account Name | Axon Enterprise, Inc. | Beneficiary | Axon Enterprise, Inc. | Axon Enterprise, Inc. | Axon Enterprise, Inc. |
| Account Number | 634912729 | Account Number | 634912729 | PO BOX 29661 | JPMorgan Chase (AZ1-2170) |
| Bank Routing No | 122100024 | Bank Routing No | 021000021 | DEPARTMENT 2018 | Attn: Axon Enterprises 29661-2018 |
| Reference No | INUS014497 | SWIFT Code | CHASUS33 | PHOENIX, AZ 85038-9661 | 1820 E Sky Harbor Circle South, |
| | | Reference No | INUS014497 | Reference No INUS014497 | Phoenix AZ 85034 |
| | | | | | Reference No INUS014497 |

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer



Axon Enterprise Inc.
 PO BOX 29661
 DEPARTMENT 2018
 PHOENIX, AZ 85038-9661
 Ph: 1-480-991-0797, option 5, option 1
arinquies@axon.com
www.axon.com
 TIN: 86-0741227

Invoice copy

| | |
|-------------------|-------------|
| Invoice ID | INUS014497 |
| Date | 10-Sep-21 |
| Page | 2 of 2 |
| Sales Order | |
| Requisition | |
| Your Ref | |
| Our Ref | |
| Payment | Net 30 days |
| Invoice Account | 113058 |
| Terms of Delivery | FCA |

BILL TO

Norman Police Dept. - OK
 201B W Gray St
 Norman, OK 73069-7108
 USA

SHIP TO

Norman Police Dept. - OK
 201B W Gray St
 Norman, OK 73069-7108
 USA

*Tax Note

Ship-to-address Legend* 1 201B W Gray St
 Norman, OK 73069-7108
 USA

PAYMENT REMITTANCE INFORMATION

| For ACH/EFT Payment: (Preferred Method) | | For Wire Transfers | | For Check Payments Mail | For Overnight Check Payments Mail |
|--|-----------------------|--------------------|-----------------------|-------------------------|--------------------------------------|
| Account Name | Axon Enterprise, Inc. | Beneficiary | Axon Enterprise, Inc. | Axon Enterprise, Inc. | Axon Enterprise, Inc. |
| Account Number | 634912729 | Account Number | 634912729 | PO BOX 29661 | JPMorgan Chase (AZ1-2170) |
| Bank Routing No | 122100024 | Bank Routing No | 021000021 | DEPARTMENT 2018 | Attn: Axon Enterprises 29661-2018 |
| Reference No | INUS014497 | SWIFT Code | CHASUS33 | PHOENIX, AZ 85038-9661 | 1820 E Sky Harbor Circle South, |
| | | Reference No | INUS014497 | Reference No INUS014497 | Phoenix AZ 85034 |
| | | | | | Reference No INUS014497 |

Please reference the invoice number on your ACH, Wire or Check payment and send to AR@axon.com

Important Note: By selecting the wire transfer payment method, you agree to accept the processing & transaction fees charged by the bank relating to this wire transfer



Master Services and Purchasing Agreement

This Master Services and Purchasing Agreement (the **Agreement**) by and between Axon Enterprise, Inc., (**Axon or Party**) a Delaware corporation having its principal place of business at 17800 N 85th Street, Scottsdale, Arizona, 85255, and Norman Municipal Authority (**Agency, Party** or collectively **Parties**), is entered into the later of (a) the last signature date on this Agreement, or (b) the signature date on the quote (**the Effective Date**).

This Agreement sets forth the terms and conditions for the purchase, delivery, use, and support of Axon Products and Services as detailed in the Quote Appendix (the **Quote**), which is hereby incorporated by reference. In consideration of this Agreement, the Parties agree as follows:

1 Term. This Agreement will commence on the Effective Date and will remain in full force and effect until terminated by either Party. The Agency may renew the terms and conditions of this Agreement for an additional 5 years upon the execution of a new pricing Quote. New products and services may require additional terms and conditions. Axon services will not be authorized until a signed Quote or Purchase Order is accepted by Axon, whichever is first.

2 Definitions.

"Confidential Information" means all nonpublic information disclosed by Axon, Axon affiliates, business partners of Axon or their respective employees, contractors or agents that is designated as confidential or that, given the nature of the information or circumstances surrounding its disclosure, reasonably should be understood to be confidential.

"Evidence.com Service" means Axon web services for Evidence.com, the Evidence.com site, Evidence Sync software, Axon Capture App, Axon View App, other software, maintenance, storage, and any product or service provided by Axon under this Agreement for use with Evidence.com. This does not include any third-party applications, hardware warranties, or my.evidence.com services.

"Products" means all hardware, software, cloud based services, and software maintenance releases and updates provided by Axon under this Agreement.

"Quote" is an offer to sell, and is valid only for products and services listed on the quote at prices on the quote. Any terms and conditions contained within the Agency's purchase order in response to the Quote will be null and void and shall have no force or effect. Axon is not responsible for pricing, typographical, or other errors in any offer by Axon and Axon reserves the right to cancel any orders resulting from such errors.

"Services" means all services provided by Axon pursuant to this Agreement.

3 Payment Terms. Axon invoices upon shipment, unless otherwise specified in the Quote. Invoices are due to be paid within 30 days of the date of invoice, unless otherwise specified by Axon. All orders are subject to prior credit approval. Payment obligations are non-cancelable, fees paid are non-refundable, and all amounts payable will be made without setoff, deduction, or withholding. If a delinquent account is sent to collections, the Agency is responsible for all collection and attorneys' fees. In the event the Agency chooses a phased deployment for the Products in the Quote, the Quote pricing is subject to change if the phased deployment changes.

4 Taxes. Unless Axon is provided with a valid and correct tax exemption certificate applicable to the purchase



and ship-to location, the Agency is responsible for sales and other taxes associated with the order.

- 5 Shipping; Title; Risk of Loss; Rejection.** Axon reserves the right to make partial shipments and Products may ship from multiple locations. All shipments are FOB Shipping Point via common carrier and title and risk of loss pass to the Agency upon delivery to the common carrier by Axon. The Agency is responsible for any shipping charges on the Quote. Shipping dates are estimates only. The Agency may reject Products that do not match the Products listed in the Quote, are damaged, or non-functional upon receipt (**Nonconforming Product**) by providing Axon written notice of rejection within 10 days of shipment. In the event the Agency receives a Nonconforming Product, the Agency's sole remedy is to return the Product to Axon for repair or replacement as further described in the Warranties Section. Failure to notify Axon within the 10-day rejection period will be deemed as acceptance of Product.
- 6 Returns.** All sales are final and no refunds or exchanges are allowed, except for warranty returns or as provided by state or federal law.
- 7 Warranties.**
- 7.1 Hardware Limited Warranty.** Axon warrants that its law enforcement hardware Products are free from defects in workmanship and materials for a period of ONE (1) YEAR from the date of receipt. Extended warranties run from the date of purchase of the extended warranty through the balance of the 1-year limited warranty term plus the term of the extended warranty measured from the date of expiration of the 1-year limited warranty. CEW cartridges and Smart cartridges that are expended are deemed to have operated properly. Axon-manufactured accessories are covered under a limited 90-DAY warranty from the date of receipt. Non-Axon manufactured accessories, including all Apple and Android devices, are covered under the manufacturer's warranty. In the event of a warranty claim for an Apple or Android device, the Agency should contact the manufacturer. If Axon determines that a valid warranty claim is received within the warranty period, as further described in the Warranty Limitations section, Axon agrees to repair or replace the Product. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.
- 7.2 Warranty Limitations.**
- 7.2.1** The warranties do not apply to and Axon will not be responsible for any loss, data loss, damage, or other liabilities arising from damage: (a) from failure to follow instructions relating to the Product's use; (b) caused by use with non-Axon products or from the use of cartridges, batteries or other components that are not manufactured or recommended by Axon; (c) caused by abuse, misuse, intentional or deliberate damage to the Product, or force majeure; (d) to a Product or part that has been repaired or modified by persons other than Axon authorized personnel or without the written permission of Axon; or (e) to any Axon Product whose serial number has been removed or defaced.
- 7.2.2** **To the extent permitted by law, the warranties and the remedies set forth above are exclusive and Axon disclaims all other warranties, remedies, and conditions, whether oral or written, statutory, or implied, as permitted by applicable law. If statutory or implied warranties cannot be lawfully disclaimed, then all such warranties are limited to the duration of the express warranty described above and limited by the other provisions contained in this Agreement.**
- 7.2.3** **Axon's cumulative liability to any Party for any loss or damage resulting from any claims, demands, or actions arising out of or relating to any Axon Product will not exceed the purchase price paid to Axon for the Product or if for Services, the amount**



paid for such Services over the prior 12 months preceding the claim. In no event will either Party be liable for any direct, special, indirect, incidental, exemplary, punitive or consequential damages, however caused, whether for breach of warranty, breach of contract, negligence, strict liability, tort or under any other legal theory.

7.3 Warranty Returns. If a valid warranty claim is received by Axon within the warranty period, Axon agrees to repair or replace the Product that Axon determines in its sole discretion to be defective under normal use, as defined in the Product instructions. Axon's sole responsibility under this warranty is to either repair or replace with the same or like Product, at Axon's option.

7.3.1 For warranty return and repair procedures, including troubleshooting guides, please go to Axon's websites www.axon.com/support or www.evidence.com, as indicated in the appropriate Product user manual or quick start guide.

7.3.2 Before delivering Product for warranty service, it is the Agency's responsibility to upload the data contained in the Product to the Evidence.com Service or download the Product data and keep a separate backup copy of the contents. Axon is not responsible for any loss of software programs, data, or other information contained on the storage media or any other part of the Product.

7.3.3 A replacement Product will be new or like new and have the remaining warranty period of the original Product or 90 days from the date of replacement or repair, whichever period is longer. When a Product or part is exchanged, any replacement item becomes Agency's property and the replaced item becomes Axon's property.

8 Product Warnings. See Axon's website at www.axon.com/legal for the most current Axon product warnings.

9 Design Changes. Axon reserves the right to make changes in the design of any of Axon's products and services without incurring any obligation to notify the Agency or to make the same change to products and services previously purchased.

10 Insurance. Axon will maintain, at Axon's own expense and in effect during the Term, Commercial General Liability Insurance, and Workers' Compensation Insurance and Commercial Automobile Insurance, and will furnish certificates of insurance or self-insurance upon request.

11 Indemnification. Axon will indemnify and defend the Agency's officers, directors, and employees (**Agency Indemnitees**) from and against all claims, demands, losses, liabilities, reasonable costs and expenses arising out of a claim by a third party against an Agency Indemnitee resulting from any negligent act, error or omission, or willful misconduct of Axon under or related to this Agreement, except in the case of negligent acts, omissions or willful misconduct of the Agency or claims that fall under Workers Compensation coverage.

12 IP Rights. Axon owns and reserves all right, title, and interest in the Axon Products and Services, and related software, as well as any suggestions made to Axon.

13 IP Indemnification. Axon will defend, indemnify, and hold the Agency Indemnitees harmless from and against any claims, damages, losses, liabilities, costs, and expenses (including reasonable attorneys' fees) arising out of or relating to any third-party claim alleging that use of Axon Products or Services as permitted under this Agreement infringes or misappropriates the intellectual property rights of a third party. The Agency must provide Axon with prompt written notice of such a claim, tender to Axon the defense or



settlement of such a claim at Axon's expense, and cooperate fully with Axon in the defense or settlement of such a claim.

Axon has no liability to the Agency or any third party if any alleged infringement or claim of infringement is to any extent based upon: (a) any modification of the Evidence.com Service by the Agency or any third party not approved by Axon; (b) use of the Evidence.com Service in connection or in combination with equipment, devices, or services not approved or recommended by Axon; (c) the use of Evidence.com Service other than as permitted under this Agreement or in a manner for which it was not intended; or (d) the use of other than the most current release or version of any software provided by Axon as part of or in connection with the Evidence.com Service. Nothing in this Section will affect any warranties in favor of the Agency that are otherwise provided in or arise out of this Agreement.

- 14 Agency Responsibilities.** The Agency is responsible for (i) use of Axon Products (including any activities under the Agency Evidence.com account and use by Agency employees and agents), (ii) breach of this Agreement or violation of applicable law by the Agency or any of the Agency's end users, (iii) Agency Content or the combination of Agency Content with other applications, content or processes, including any claim involving alleged infringement or misappropriation of third party rights by Agency Content or by the use of Agency Content, (iv) a dispute between the Agency and any third party over Agency use of Axon Products or the collection or use of Agency Content, (v) any hardware or networks that the Agency connects to the Evidence.com Service, and (vi) any security settings the Agency establishes to interact with or on the Evidence.com Service.

15 Termination.

- 15.1 By Either Party.** Either Party may terminate for cause upon 30 days advance notice to the other Party if there is any material default or breach of this Agreement by the other Party, unless the defaulting Party has cured the material default or breach within the 30-day notice period. In the event that the Agency terminates this Agreement due to Axon's failure to cure the material breach or default, Axon will issue a refund of any prepaid amounts on a prorated basis from the date of notice of termination.

- 15.2 By Agency.** The Agency is obligated to pay the fees under this Agreement as may lawfully be made from funds budgeted and appropriated for that purpose during the Agency's then current fiscal year. In the event that sufficient funds will not be appropriated or are not otherwise legally available to pay the fees required under this Agreement, this Agreement may be terminated by the Agency. The Agency agrees to deliver notice of termination under this Section at least 90 days prior to the end of the Agency's then current fiscal year, or as soon as reasonably practicable under the circumstances.

- 15.3 Effect of Termination.** Upon any termination of this Agreement: (a) all Agency rights under this Agreement immediately terminate; (b) the Agency remains responsible for all fees and charges incurred through the date of termination; and (c) Payment Terms, Warranty, Product Warnings, Indemnification, and Agency Responsibilities Sections, as well as the Evidence.com Terms of Use Appendix Sections on Agency Owns Agency Content, Data Storage, Fees and Payment, Software Services Warranty, IP Rights and License Restrictions will continue to apply in accordance with their terms. If the Agency purchases Products for a value less than the Manufacturer's Suggested Retail Price (**MSRP**) and this Agreement is terminated before the end of the term then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid for; or (b) only in the case of termination for non-appropriations, return the Products to Axon within 30



days of the date of termination. For bundled Products, the MSRP is the value of all standalone components of the bundle.

16 General.

- 16.1 Confidentiality.** Both Parties will take all reasonable measures to avoid disclosure, dissemination or unauthorized use of either Party's Confidential Information. Except as required by applicable law, neither Party will disclose either Party's Confidential Information during the Term or at any time during the 5-year period following the end of the Term. Unless the Agency is legally required to disclose Axon's pricing, all Axon pricing is considered confidential and competition sensitive. To the extent allowable by law, Agency will provide notice to Axon prior to any such disclosure. Notwithstanding the above, Axon retains the right to publicly announce information pertaining to this Agreement. As a publicly traded company, Axon has a duty to provide shareholders with information on material agreements.
- 16.2 Excusable delays.** Axon will use commercially reasonable efforts to deliver all Products and Services ordered as soon as reasonably practicable. In the event of interruption of any delivery due to causes beyond Axon's reasonable control, Axon has the right to delay or terminate the delivery with reasonable notice.
- 16.3 Force Majeure.** Neither Party will be liable for any delay or failure to perform any obligation under this Agreement where the delay or failure results from any cause beyond the Parties' reasonable control, including acts of God, labor disputes or other industrial disturbances, systemic electrical, telecommunications, or other utility failures, earthquake, storms or other elements of nature, blockages, embargoes, riots, acts or orders of government, acts of terrorism, or war.
- 16.4 Proprietary Information.** The Agency agrees that Axon has and claims various proprietary rights in the hardware, firmware, software, and the integration of ancillary materials, knowledge, and designs that constitute Axon products and services, and that the Agency will not directly or indirectly cause any proprietary rights to be violated.
- 16.5 Independent Contractors.** The Parties are independent contractors. Neither Party, nor any of their respective affiliates, has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.
- 16.6 No Third-Party Beneficiaries.** This Agreement does not create any third-party beneficiary rights in any individual or entity that is not a party to this Agreement.
- 16.7 Non-discrimination and Equal Opportunity.** During the performance of this Agreement, neither the Parties nor the Party's employees will discriminate against any person, whether employed by a Party or otherwise, on the basis of basis of race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief. In all solicitations or advertisements for employees, agents, subcontractors or others to be engaged by a Party or placed by or on behalf of a Party, the solicitation or advertisement shall state all qualified applicants shall receive consideration for employment without regard to race, color, religion, gender, age, national origin, handicap, marital status, or political affiliation or belief.




- 16.8 U.S. Government Rights.** Any Evidence.com Service provided to the U.S. Government as "commercial items," "commercial computer software," "commercial computer software documentation," and "technical data" will have the same rights and restrictions generally applicable to the Evidence.com Service. If the Agency is using the Evidence.com Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, the Agency will immediately discontinue use of the Evidence.com Service. The terms "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data" are defined in the Federal Acquisition Regulation and the Defense Federal Acquisition Regulation Supplement.
- 16.9 Import and Export Compliance.** In connection with this Agreement, each Party will comply with all applicable import, re- import, export, and re-export control laws and regulations.
- 16.10 Assignment.** Neither Party may assign or otherwise transfer this Agreement without the prior written approval of the other Party. Axon may assign or otherwise transfer this Agreement or any of its rights or obligations under this Agreement without consent (a) for financing purposes, (b) in connection with a merger, acquisition or sale of all or substantially all of its assets, (c) as part of a corporate reorganization, or (d) to an affiliate or subsidiary corporation. Subject to the foregoing, this Agreement will be binding upon the Parties and their respective successors and assigns.
- 16.11 No Waivers.** The failure by either Party to enforce any provision of this Agreement will not constitute a present or future waiver of the provision nor limit the Party's right to enforce the provision at a later time.
- 16.12 Severability.** This Agreement is contractual and not a mere recital. If any portion of this Agreement is held to be invalid or unenforceable, the remaining portions of this Agreement will remain in full force and effect.
- 16.13 Governing Law; Venue.** The laws of the state where the Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute of any sort that might arise between the Parties. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.
- 16.14 Notices.** All communications and notices to be made or given pursuant to this Agreement must be in the English language. Notices provided by posting on the Agency's Evidence.com site will be effective upon posting and notices provided by email will be effective when the email was sent. Notices provided by personal delivery will be effective immediately. Contact information for notices:
- Axon: Axon Enterprise, Inc.
Attn: Contracts
17800 N. 85th Street
Scottsdale, Arizona 85255
contracts@axon.com
- Agency:
- 16.15 Entire Agreement.** This Agreement, including the Appendices attached hereto, and the Quote provided by Axon, represents the entire agreement between the Parties. This Agreement supersedes all prior or contemporaneous representations, understandings, agreements, or

communications between the Parties, whether written or verbal, regarding the subject matter of this Agreement. No modification or amendment of any portion of this Agreement will be effective unless in writing and signed by the Parties to this Agreement. If Axon provides a translation of the English language version of this Agreement, the English language version of the Agreement will control if there is any conflict.


16.16 Counterparts. If this Agreement form requires the signatures of the Parties, then this Agreement may be executed by electronic signature in multiple counterparts, each of which is considered an original.


IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be duly executed. Each Party warrants and represents that its respective signatories, whose signatures appear below, have been and are, on the date of signature, duly authorized to execute this Agreement.

Axon Enterprise, Inc.

Signature: 
Name: Robert Driscoll
Title: Associate General Counsel
Date: 8/21/18

Norman Municipal Authority

Signature: 
Name: Lynne Miller
Title: Chairman/Mayor
Date: August 28, 2018

APPROVED BY CITY OF NORMAN LEGAL DEPARTMENT
BY  DATE 8/22/18

Technology Assurance Plan Appendix

The Technology Assurance Plan ("TAP") is an optional plan the Agency may purchase. If TAP is included on the Quote, this TAP Appendix applies. TAP may be purchased as a standalone plan. TAP for Axon body worn cameras is also included as part of the Unlimited Evidence.com License, as well as under the Officer Safety Plan. TAP provides hardware extended warranty coverage, Spare Products, and a hardware refresh. TAP only applies to the Axon hardware Products listed in the Quote.

- 1 **TAP Warranty Coverage.** TAP includes the extended warranty coverage described in the current hardware warranty. TAP warranty coverage starts at the end of the Hardware Limited Warranty term and continues as long as the Agency continues to pay the required annual fees for TAP. TAP for Axon body worn cameras also includes free replacement of the Axon Flex controller battery and Axon Body battery during the TAP Term for any failure that is not specifically excluded from the Hardware Warranty.
- 2 **TAP Term.** The TAP Term start date is based upon the shipment date of the hardware covered under TAP. If the shipment of the hardware occurred in the first half of the month, then the Term starts on the 1st of the following month. If the shipment of the hardware occurred in the second half of the month, then the Term starts on the 15th of the following month.
- 3 **SPARE Product.** Axon will provide a predetermined number of spare Products for those hardware items and accessories listed in the Quote (**Spare Products**) to keep at the Agency location to replace broken or non-functioning units in order to improve the availability of the units to officers in the field. The Agency must return to Axon, through Axon's Return Merchandise Authorization (**RMA**) process, any broken or non-functioning units for which a Spare Product is utilized, and Axon will repair the non-functioning unit or replace with a replacement Product. Axon will repair or replace the unit that fails to function for any reason not excluded by the TAP warranty coverage, during the TAP Term with the same Product or a like Product, at Axon's sole option.
- 4 **Officer Safety Plan (OSP).** The Officer Safety Plan includes the benefits of the Evidence.com Unlimited License (which includes unlimited data storage for Axon camera and Axon Capture generated data in the Evidence.com Services and TAP for the Axon Camera), TAP for Evidence.com Dock, one TASER X26P or X2 CEW, with a 4-year Warranty, one CEW battery, and one CEW holster.

The OSP must be purchased for a period of 5 years (**OSP Term**). At any time during the OSP Term, the Agency may choose to receive the X26P or X2 CEW, battery and holster by providing a \$0 purchase order. If the OSP is terminated before the end of the term and the Agency did not receive a CEW, battery or holster, Axon has no obligation to reimburse for those items not received.

If OSP is terminated before the end of the OSP Term and the Agency received a CEW, battery and/or holster then (a) the Agency will be invoiced for the remainder of the MSRP for the Products received and not already paid as part of the OSP before the termination date; or (b) only in the case of termination for non-appropriations, return the CEW, battery and holster to Axon within 30 days of the date of termination.

- 5 **TAP Upgrade Models.** Any Products replaced within 6 months prior to the scheduled upgrade will

be deemed the upgrade. Within 30 days of receiving an upgrade, the Agency must return the original Products to Axon or destroy the Products locally and provide a certificate of destruction to Axon that includes the serial numbers for the destroyed Products. If the Agency does not return the Products to Axon or destroy the Products, Axon will deactivate the serial numbers for the Products received by the Agency.

- 6 TAP for CEWs.** TAP for CEWs is a 5 year term. If the Agency makes all TAP CEW payments, 5 years after the start of the TAP Term, Axon will provide the Agency with a new CEW that is the same Product or a like Product, in the same weapon class (**CEW Upgrade Model**), as well as a battery. The Agency may elect to receive the CEW Upgrade Model anytime in the 5th year of the TAP term as long as the final payment has been made.

If the Agency would like to change product models for the CEW Upgrade Model, then the Agency must pay the price difference in effect at the time of the upgrade between the MSRP for the offered CEW Upgrade Model and the MSRP for the model that will be acquired. No refund will be provided if the MSRP of the new model is less than the MSRP of the offered CEW Upgrade Model.

To continue TAP coverage for the CEW Upgrade Model, the Agency must elect TAP and will be invoiced for the first year payment at the time the upgrade is processed. The TAP payment amount will be the rate then in effect for TAP.

- 7 TAP Termination.** If an invoice for TAP is more than 30 days past due or the Agency defaults on its payments for the Evidence.com Services, then Axon may terminate TAP and all outstanding Product related TAPs. Axon will provide notification that TAP coverage is terminated. Once TAP coverage is terminated for any reason, then:

- 7.1.** TAP coverage will terminate as of the date of termination and no refunds will be given.
- 7.2.** Axon will not and has no obligation to provide the free upgrades.
- 7.3.** The Agency will be invoiced for and are obligated to pay to Axon the MSRP then in effect for all Spare Products provided under TAP. If the Spare Products are returned within 30 days of the Spare Product invoice date, credit will be issued and applied against the Spare Product invoice.
- 7.4.** The Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TAP.
- 7.5. Termination of TAP for CEWs.** In addition to the above, if the Agency terminates TAP for CEWs, the below also applies:
 - 7.5.1.** If the Agency made two or more annual TAP payments, then the Agency will: retain the extended warranty coverage; receive a 50% credit for the difference between TAP payments paid prior to termination and the extended warranty price then in effect for each CEW covered under TAP; and have until the date listed on the termination notification to apply that credit toward the purchase of any Axon products. The credit amount available and expiration date of the credit will be provided as part of the termination notification.
 - 7.5.2.** If the Agency made only one annual TAP payment, then the Agency may elect to pay the difference between the price for the extended warranty then in effect and the payments made under TAP to continue extended warranty coverage. This election must be made when written notice of cancellation is submitted by the Agency. If the Agency does not elect to continue with an extended warranty, then

warranty coverage will terminate as of the date of cancellation/termination.

- 7.5.3.** If the Agency received a credit towards the first TAP payment as part of a trade-in promotion, then upon cancellation/termination the Agency will be assessed a \$100 cancellation fee for each Covered Product.

The "Delta Logo," the "Axon + Delta Logo," Axon, Axon Commander, Axon Convert, Axon Detect, Axon Dock, Axon Five, Axon Forensic Suite, Axon Interview, Axon Mobile, Axon Signal Sidearm, Evidence.com, Evidence Sync, TASER, and TASER CAM are trademarks of Axon Enterprise, Inc., some of which are registered in the US and other countries. For more information visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.



Axon Enterprise, Inc.
17800 N 85th St.
Scottsdale, Arizona 85255
United States
Phone: (800) 978-2737

Q-144676-43306.627TR

Issued: 07/25/2018

Quote Expiration: 09/17/2018

Account Number: 113058

Start Date: 01/01/2018

Payment Terms: Net 30

Delivery Method: Fedex - Ground

SHIP TO

Joshua Barker
Norman Police Dept. - OK
201-B WEST GRAY STREET
Norman, OK 73069
US

BILL TO

Norman Police Dept. - OK
201-B WEST GRAY STREET
Norman, OK 73069
US

SALES REPRESENTATIVE

Tom Richardson
Phone: 301-204-5323
Email: trichardson@taser.com
Fax:

PRIMARY CONTACT

Joshua Barker
Phone: (405) 307-7220
Email: joshua.barker@normanok.gov

Year 1

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85059 | TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P | 130 | 210.00 | 210.00 | 27,300.00 |
| Hardware | | | | | |
| 11002 | HANDLE, BLACK, CLASS III, X26P | 130 | 1,022.00 | 922.00 | 119,860.00 |
| 85058 | TASER ASSURANCE PLAN CEW, X26P | 130 | 0.00 | 0.00 | 0.00 |
| 11501 | HOLSTER, BLACKHAWK, RIGHT, X26P | 120 | 61.00 | 61.00 | 7,320.00 |
| 11504 | HOLSTER, BLACKHAWK, LEFT, X26P | 10 | 61.00 | 61.00 | 610.00 |
| 22010 | PPM, BATTERY PACK, STANDARD, X2/X26P | 130 | 62.00 | 62.00 | 8,060.00 |
| 22013 | KIT, DATAPORT DOWNLOAD, USB, X2/X26P | 2 | 188.00 | 94.00 | 188.00 |
| Subtotal | | | | | 163,338.00 |
| Estimated Shipping | | | | | 0.00 |
| Estimated Tax | | | | | 0.00 |
| Total | | | | | 163,338.00 |

Spares

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|-----------------|--------------------------------------|----------|-----------------|----------------|-------------|
| Hardware | | | | | |
| 11002 | HANDLE, BLACK, CLASS III, X26P | 4 | 1,022.00 | 0.00 | 0.00 |
| 85058 | TASER ASSURANCE PLAN CEW, X26P | 4 | 0.00 | 0.00 | 0.00 |
| 22010 | PPM, BATTERY PACK, STANDARD, X2/X26P | 4 | 62.00 | 0.00 | 0.00 |
| Subtotal | | | | | 0.00 |
| Estimated Tax | | | | | 0.00 |
| Total | | | | | 0.00 |

Year 2

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85059 | TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P | 130 | 210.00 | 210.00 | 27,300.00 |
| | | | | Subtotal | 27,300.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 27,300.00 |

Year 3

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85059 | TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P | 130 | 210.00 | 210.00 | 27,300.00 |
| | | | | Subtotal | 27,300.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 27,300.00 |

Year 4

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85059 | TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P | 130 | 210.00 | 210.00 | 27,300.00 |
| | | | | Subtotal | 27,300.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 27,300.00 |

Year 5

| Item | Description | Quantity | List Unit Price | Net Unit Price | Total (USD) |
|----------------------------------|---|----------|-----------------|----------------|-------------|
| Axon Plans & Packages | | | | | |
| 85059 | TASER ASSURANCE PLAN CEW ANNUAL PAYMENT, X26P | 130 | 210.00 | 210.00 | 27,300.00 |
| | | | | Subtotal | 27,300.00 |
| | | | | Estimated Tax | 0.00 |
| | | | | Total | 27,300.00 |

| | |
|--------------------|-------------------|
| Grand Total | 272,538.00 |
|--------------------|-------------------|

Discounts (USD)

Quote Expiration: 09/17/2018

| | |
|--------------|-------------------|
| List Amount | 290,062.00 |
| Discounts | 17,524.00 |
| Total | 272,538.00 |

**Total excludes applicable taxes and shipping*

Summary of Payments

| Payment | Amount (USD) |
|--------------------|-------------------|
| Year 1 | 163,338.00 |
| Spares | 0.00 |
| Year 2 | 27,300.00 |
| Year 3 | 27,300.00 |
| Year 4 | 27,300.00 |
| Year 5 | 27,300.00 |
| Grand Total | 272,538.00 |

Axon's Sales Terms and Conditions

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at www.axon.com/legal/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Agency
Signature:

Date:

August 28, 2018

Name (Print):

Lynne Miller

Title:

Mayor

PO# (Or write
N/A):Axon
Signature:

Date:

8/21/18

Name (Print):

Robert Driscoll

Title:

Associate General Counsel

Please sign and email to Tom Richardson at trichardson@taser.com or fax to

Thank you for being a valued Axon customer. For your convenience on your next order, please check out our online store buy.axon.com

Quote: Q-144676-43306.627TR

'Protect Life'® and TASER® are registered trademarks of Axon Enterprise, Inc, registered in the U.S. © 2013
Axon Enterprise, Inc. All rights reserved.



Certificate of Destruction

IMPORTANT

Customer certifies that all Products will be removed from service to be destroyed and/or rendered permanently nonfunctional. Products must not be resold or redistributed. Destruction of Products should be performed according to Customer's policy. Axon is not responsible for Product warranty or any liability related to Products certified as destroyed, and reserves the right to require verification that destruction has been performed.

The undersigned represents and warrants that he/she is duly authorized and has legal capacity to execute and deliver this Certificate of Destruction on behalf of the Agency.

Norman Police Dept. - OK

Product(s) to be Destroyed

Quantity

Signature

Date

Name (Print)

Title

Return this signed form, and your purchase order/quote (if applicable) to your sales representative and our returned materials authorization department at rma@axon.com.

Axon, TASER, M26, X26, Axon Body, Axon Body 2, Axon Dock, Axon Flex, Axon Flex 2, Axon Fleet, and the "Delta Axon Logo" are trademarks of Axon Enterprise, Inc., registered in the US and other countries. For more information, visit www.axon.com/legal. All rights reserved. © 2018 Axon Enterprise, Inc.

File Attachments for Item:

28. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-75: A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY AUTHORIZING THE CHAIRMAN TO SUBMIT OKLAHOMA GAS AND ELECTRIC COMPANY (OG&E) INTERCONNECTION APPLICATIONS FOR THE SOLAR PROJECT AT THE WATER RECLAMATION FACILITY AND THE WATER TREATMENT PLANT.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 1/18/2021

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 RESOLUTION R-2122-75:
A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY AUTHORIZING THE CHAIRMAN TO SUBMIT OKLAHOMA GAS AND ELECTRIC COMPANY (OG&E) INTERCONNECTION APPLICATIONS FOR THE SOLAR PROJECT AT THE WATER RECLAMATION FACILITY AND THE WATER TREATMENT PLANT.

BACKGROUND: The City of Norman and Norman Utilities Authority (NUA) entered into Contract K-2021-121 with Biostar E Light JV, LLC, on May 11, 2021, for the design, procurement, and installation of new solar arrays as the Water Reclamation Facility (WW0331) and the Water Treatment Plant (WA0370) to generate power for use at those facilities with excess electricity sold back to the utility. The total contract is \$4,775,000 and will generate an estimated, combined 2,270 kWdc of solar power at the facilities. The proposed contract utilizes the performance-based efficiency contract model to achieve electrical power cost savings at the Water Reclamation Facility and the Water Treatment Plant using solar power in furtherance of the 100% renewable energy goal.

The City adopted Resolutions R-1718-119 and R-1718-120 on May 22, 2018. The first resolution (R-1718-119) was brought forth adopting the Environmental Control Advisory Board's (ECAB) updated recommendations to implement the Mayors' Climate Agreement. One of the Mayors' Climate Agreement recommendations focused on increasing renewable energy throughout the city and its utility enterprises with a goal of reaching 100% renewable energy consumption by the year 2050. This goal seemed achievable in step with OG&E efforts to replace their electric generation efforts with renewable energy as their large facilities are updated and large existing machinery is retired.

The second resolution (R-1718-120) was brought forth by the Sierra Club's "Ready for 100". Their initiative is for the City and its utility enterprises to achieve 100% renewable energy by the year 2035. This initiative is more aggressive and, either way, the City of Norman is heading towards utilizing more renewable energy as we go into the future.

The Water Reclamation Facility will have five meters that will be supplied with energy generated from the solar array. One meter is served by OEC and the other four meters are served by

OG&E. The Water Treatment Plant will have two meters that will be supplied with energy generated from the solar array. Both meters are served by OG&E.

DISCUSSION: In order to interconnect with the electrical distribution system, OG&E requires that an Application for Interconnecting a Distributed Energy Resource (DER) with the OG&E Distribution System be submitted for each meter. This resolution is to authorize the submittal of the applications with the understanding that future agreements from OG&E may also be required and these agreements would be brought to City Council for their approval.

RECOMMENDATION: Staff recommends the Norman Utilities Authority adopt Resolution R-2122-75 authorizing the submittal of OG&E Interconnection Applications for the Solar Project at the Water Reclamation Facility and the Water Treatment Plant.

RESOLUTION R-2122-75

A RESOLUTION OF THE NORMAN UTILITIES AUTHORITY
AUTHORIZING THE CHAIRMAN TO SUBMIT OG&E
INTERCONNECTION APPLICATIONS FOR THE SOLAR PROJECT
AT THE WATER RECLAMATION FACILITY AND THE WATER
TREATMENT PLANT.

1. WHEREAS, the City of Norman and Norman Utilities Authority (NUA) have entered into Contract K-2021-121 with Biostar E Light JV, LLC, on May 11, 2021, for the design, procurement, and installation of new solar arrays as the Water Reclamation Facility and the Water Treatment Plant to generate power for use at those facilities with excess electricity sold back to the utility; and
2. WHEREAS, OG&E provides power to both facilities and an Application for Interconnecting a Distributed Energy Resource (DER) must be submitted for each meter that will have an interconnection; and
3. WHEREAS, the Water Reclamation Facility has four (4) meters that are served by OG&E and four (4) applications will therefore be submitted; and
4. WHEREAS, the Water Treatment Plant has two (2) meters that are served by OG&E and two (2) applications will therefore be submitted; and
5. WHEREAS, subsequent agreements, as required by OG&E, are envisioned and will be brought to City Council for approval.

NOW, THEREFORE, BE IT RESOLVED BY THE NORMAN UTILITIES AUTHORITY:

SECTION 1. The NUA hereby finds that it is in the City of Norman's and public's interest in health, safety and welfare of the community to file the required applications with OG&E.

SECTION 2. The NUA understands and supports the application that will be submitted and finds the NUA has legal authority to enter into an agreement with OG&E.

SECTION 3. The NUA hereby authorizes and directs the City Manager or his designees, the Director of Utilities or his agents to:

- (a) file and sign, for and on behalf of the NUA, Applications for Interconnecting a Distributed Energy Resource (DER) for the electrical meters to have a solar array connection;
- (b) provide the assurances, certifications, and commitments required for the Applications for Interconnecting a Distributed Energy Resource (DER) including executing a subsequent agreement with OG&E as necessary and any amendments or changes thereto; and
- (c) represent the NUA in carrying out the NUA's responsibilities as detailed in the applications and under the future agreement.

PASSED AND ADOPTED this _____ day of _____, 2022.

Breea Clark, Chairman

ATTEST:

Brenda Hall, Secretary

File Attachments for Item:

29. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-79: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ASSIGNING CONTRACT K-8990-32 WITH HASKELL LEMON CONSTRUCTION COMPANY TO HASKELL LEMON GROUP, L.L.C., AND ASSIGNING ALL RIGHTS AND DUTIES AS “LESSEE” UNDER THE CONTRACT TO HASKELL LEMON GROUP, L.L.C.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Haskell Lemon Construction Co. (Jack Lemon)

PRESENTER: Elisabeth Muckala, Assistant City Attorney

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-79: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ASSIGNING CONTRACT K-8990-32 WITH HASKELL LEMON CONSTRUCTION COMPANY TO HASKELL LEMON GROUP, L.L.C., AND ASSIGNING ALL RIGHTS AND DUTIES AS "LESSEE" UNDER THE CONTRACT TO HASKELL LEMON GROUP, L.L.C.

BACKGROUND:

On December 1, 1989, the Norman City Council approved Contract K-8990-32, a lease with Norman Asphalt Company, Inc. (hereafter "Norman Asphalt") covering certain property for asphalt manufacturing and sand mining purposes for a term of twenty-six (26) years. Addendum Nos. 1 through 3 to K-8990-32 added another twenty-six (26) year term (the Lease now expires in 2041) and amended the legal description, increasing the size of leased land to 88.735 acres more or less.

Addendum No. 3 to K-8990-32, effective May 8, 2001, also effectuated an assignment of K-8990-32 from Norman Asphalt to Oklahoma Construction Materials, L.L.C. Addendum No. 4, effective December 13, 2005, effectuated a further assignment of K-8990-32 from Oklahoma Construction Materials, L.L.C. to Haskell Lemon Construction Co.

DISCUSSION:

Effective December 31, 2021, Haskell Lemon Construction Co. wishes to sell certain assets to Haskell Lemon Group, LLC, a newly-formed Oklahoma Limited Liability Company. Haskell Lemon Construction Co. thus requests that the City approve an assignment of K-8990-32 to Haskell Lemon Group, LLC in order to perfect its sale of this asset. The Lease language provides that the Lessee may assign its rights and obligations under the Lease only upon consent of the City, which consent may not be unreasonably withheld.

It is City Staff's opinion that substitution of Haskell Lemon Group, LLC for Haskell Lemon Construction Co. in Contract K-8990-32 (including Addendum Nos. 1 through 4) under these circumstances is consistent with the underlying purpose of these Lease. Haskell Lemon Construction Co. has attested to the City that Haskell Lemon Group, LLC shall be managed and

operated by the same personnel that have managed and operated Haskell Lemon Construction Company. There are no rents currently owing from Lessee pursuant to the Lease. The City thus trusts that Haskell Lemon Group, LLC will discharge the Lessee's obligations, and assume the Lessee's rights, under the lease in a matter that fulfills the City's underlying purposes in entering into the Lease.

RECOMMENDATION:

Staff recommends approval of Resolution R-2122-79, which grants written approval for the assignment of Contract K-8990-32 (including Addendum Nos. 1 through 4) from Haskell Lemon Construction Company to Haskell Lemon Group, LLC.

R-2122-79

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA, ASSIGNING CONTRACT K-8990-32 WITH HASKELL
LEMON CONSTRUCTION COMPANY TO HASKELL LEMON
GROUP, L.L.C., AND ASSIGNING ALL RIGHTS AND DUTIES AS
“LESSEE” UNDER THE CONTRACT TO HASKELL LEMON GROUP,
L.L.C.

- § 1. WHEREAS, Contract No. K-8990-32 is a Land Lease, originally dated December 1, 1989 and entered into between the City of Norman and Norman Asphalt Company, Inc. for a term of twenty-six years (“Lease”). The Lease was thereafter subject to four addendums.
- § 2. WHEREAS, Addendum 1, effective June 13, 2000, added a second twenty-six year term to the Lease, extending its life through the year 2041;
- § 3. WHEREAS, Addendum No. 2, effective April 10, 2001, set forth a Memorandum of Lease Agreement which did not purport to modify any of the existing Lease Terms;
- § 4. WHEREAS, Addendum No. 3, effective May 8, 2001, which amended the legal description of the leased premises, increasing the area to a total of 88.735 acres MOL. Thereafter, on April 7, 2004, the City of Norman consented to the assignment of this contract from Norman Asphalt Company to Oklahoma Construction Materials, L.L.C.
- § 5. WHEREAS, effective December 13, 2005, Addendum No. 4 to the Lease effectuated the assignment of the Lease to Haskell Lemon Construction Co., the current Lessee, and implemented an update to the notice provisions of the Lease;
- § 6. WHEREAS, the Lease provides for the operation of an asphalt manufacturing plant and sand mining or related purposes;
- § 7. WHEREAS, on December 31, 2021, Haskell Lemon Group, LLC (“HL LLC”) purchased certain assets of Haskell Lemon Construction Co., including but not limited to the Lease, Contract No. K-8890-32 (subject to all associated amendments, assumptions and addendums);
- § 8. WHEREAS, Haskell Lemon Construction Co. must obtain the City of Norman’s permission for an assignment of The Lease to HL LLC, which consent may not be unreasonably withheld by the City; and
- § 9. WHEREAS, HL LLC has represented to the City that it will be managed and operated by the same personnel that have managed and operated Haskell Lemon Construction Co.
- § 10. WHEREAS, no amendments to the terms of the Lease are sought, or will be effectuated by reason of this requested assignment.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AS FOLLOWS:

- § 11. A substitution of Haskell Lemon Group, LLC for Haskell Lemon Construction Co., as Lessee to the Lease, under these circumstances is consistent with the underlying purposes of the Lease.
- § 12. Written approval is hereby given for the substitution of Haskell Lemon Group, LLC for Haskell Lemon Construction Co. as “Lessee” in the Lease.

PASSED AND ADOPTED this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

Adopted by City Council on 01.09.1990

Item 29.

Assignment and Assumption of lease agreement to Oklahoma Construction Materials on 12.13.2005

(Originally Norman Asphalt)

CONTRACT NO. K-8990-32

IS STILL ACTIVE

AND FILED UNDER

LEG/CONTRACT/K-8990-32

LEASE AGREEMENT

This LEASE AGREEMENT made and entered into this 1st day of December, 1988, by and between the CITY OF NORMAN, OKLAHOMA, a municipal corporation, hereinafter referred to as "Lessor", and NORMAN ASPHALT COMPANY, INC., hereinafter referred to as "Lessee",

W I T N E S S E T H:

1. RECITATIONS

a) The parties hereto made and entered into a certain Lease Agreement covering Lots Fifteen (15) through Twenty (20) and the Northeast Quarter (NE/4) of Lot Twenty-Two (22), Section Eighteen (18), Township Eight (8) North, Range Two (2) West of the Indian Meridian, Norman, Cleveland County, Oklahoma, on July 17, 1984, which Lease Agreement has remained in full force and effect.

b) The parties agree that upon execution of this agreement that this Lease Agreement shall supersede the Lease Agreement of July 17, 1984, and all other former leases between the parties hereto.

c) Upon execution of this Lease Agreement, Lessee shall release all claims to the land covered by the Lease Agreement of July 17, 1984, except that portion which is hereinafter more particularly described and covered by this Lease Agreement.

d) Lessee agrees to lease from Lessor the real estate and premises hereinafter described, for the purposes of operating an asphalt manufacturing plant, a sand mine, and kindred business and activities on said land, and for the terms, uses and purposes and in accordance with all the provisions hereof.

Now, therefore, in consideration of the mutual covenants and agreements herein contained to be kept and performed by each of the parties hereto, it is mutually agreed as follows:

2. LAND COVERED BY THIS LEASE

The real estate and premises covered by this lease is more particularly described on Exhibit A, attached hereto and made a part hereof.

3. TERM OF LEASE

Lessor does hereby lease, demise and let, according to the provisions hereof, possession of the real estate and premises described on Exhibit A, attached hereto and made a part hereof, for a period of twenty-six (26) years, commencing on the date of this lease as set forth above.

4. USES

The above described land is let to Lessee by Lessor for the purpose of operating an asphalt manufacturing plant, a sand mine or related purposes.

5. OPERATION OF ASPHALT MANUFACTURING PLANT

In consideration of the use, occupancy and possession of the above described property for operation of an asphalt manufacturing plant by Lessee, Lessee agrees to pay and Lessor agrees to accept the sum of Four Hundred Thirty-Five Dollars and Thirteen Cents (\$435.13) per month, payable in advance on or before the 10th day of each month during the term hereof; provided, said rental shall be adjusted in direct proportion to the increase or decrease in the cost of living as reflected in the "Consumer Price Index for All Urban Consumers, United States Average" compiled by the Bureau of Labor Statistics of the United States Department of Labor; provided, that rent paid hereunder shall never be less than Four Hundred Dollars (\$400.00) per month. Rental shall be adjusted and established for each year during the term hereof as provided, commencing on the date of this lease as set forth above, and on a like day of each successive year thereafter.

6. OPERATION OF SAND MINE

In consideration of the use, occupancy and possession

of the above described property for operation of a sand mine, by which Lessee will enter upon the above described land and take and remove sand therefrom in such quantities as it desires, and, in connection therewith, dredge and stock pile sand thereon and locate, maintain and operate such machinery, equipment and other personal property as may be expedient for said purpose, Lessee agrees to keep an accurate account of the weight of sand removed by it from said land and pay to Lessor a royalty as hereinafter described. Lessee agrees to furnish Lessor with a copy of the aforesaid account on or before the 10th day of each month evidencing the amount of sand removed during the preceding calendar month. Lessor shall have the right to inspect the records of Lessee at all reasonable times to verify the amount of sand removed by it. In consideration of the above, Lessee agrees to pay and Lessor agrees to accept a royalty of Ten and Eighty-Eight One Hundredths Cents (10.88¢) per ton of sand removed, provided that the royalty shall be adjusted in direct proportion to the increase or decrease in the cost of living as reflected in the "Consumer Price Index for All Urban Consumers, United States Average" compiled by the Bureau of Labor Statistics of the United States Department of Labor; provided, that royalty paid hereunder shall never be less than Ten Cents (10¢) per ton of sand removed. Royalty shall be adjusted and established for each year during the term hereof as provided commencing on the date of the lease as set forth above and on a like day of each successive year thereafter.

7. LESSEE'S RESPONSIBILITIES

Lessee shall be solely responsible for the conduct and management of the above-described property as an asphalt plant and sand mine, and shall furnish and supply all equipment, tools, and labor necessary for the proper conduct of such businesses without cost to Lessor and shall maintain said property during the term hereof at its sole expense.

8. ASSIGNMENT

Lessee shall not assign this lease or sublet any portion of the property covered hereby without the written consent of Lessor, which consent shall not be unreasonably withheld. Lessee may, without consent of Lessor, assign this lease to another corporate entity in which Gary J. Lohne or his children are the majority shareholders.

9. CESSATION OF ASPHALT PLANT OPERATION

In the event Lessee ceases to operate or use the premises for an asphalt plant site or related purposes, then in such event this Lease Agreement shall automatically terminate and the Lessor shall be entitled to immediate possession of said premises.

10. INSURANCE

Lessee agrees at its sole expense to carry public liability and property damage insurance covering its activities upon the leased land with Lessor named as party insured in an amount not less than \$1,000,000.00 and furnish Lessor with a memorandum of such insurance contract.

11. INGRESS AND EGRESS

Lessor grants to Lessee the right of ingress and egress to the subject property on the roadway which runs from South Chautauqua Street to the point of beginning for Tract A, as shown on Exhibit A, attached hereto and made a part hereof. The right of ingress and egress shall remain in effect during the term of the lease agreement.

12. DEFAULT

In the event either party hereto should default in the performance of any obligation hereunder on its part to be performed, the other party agrees to give such defaulting party five (5) days notice in writing of such default. Should such default not be corrected within five (5) days after the giving of such notice, then and in that event the party giving such notice shall

have the right and option to terminate this lease-or pursue such other remedy as provided by law, including the right on the part of Lessor to re-enter and take possession of the premises and collect damages resulting from such default. If either party is compelled to resort to proceedings at law to protect its rights hereunder, the party ultimately determined to be at fault shall pay all costs and expenses of such litigation including a reasonable attorney fee in a sum to be fixed by the Court, in addition to all other cost and damages according to law.

Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

The City of Norman, Oklahoma
Office of the City Manager
Post Office Box 370
Norman, Oklahoma 73070

Norman Asphalt Company
Post Office Box 428
Norman, Oklahoma 73070

13. TERMINATION AND EXTENSION

This lease shall not be considered renewed or extended unless the same be in writing and signed by the parties hereto, and in the event Lessee continues in possession after the termination date hereof, it shall be considered a month-to-month tenancy.

At the end of the term of this lease or any extended term hereof, Lessee shall return the leased premises to Lessor in substantially the same condition as existed at the commencement of the lease term and remove all of its tools, equipment and personal property therefrom.

14. BINDING EFFECT

This contract and agreement shall be binding upon the parties hereto and their respective successors and assigns. The

provisions of this Lease Agreement shall supercede all former leases and agreements between the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed the day and year first above written.

"LESSOR"

APPROVED AS TO FORM AND LEGALITY
BY THE OFFICE OF THE CITY ATTORNEY

OFFICE OF THE CITY ATTORNEY

By: 

CITY OF NORMAN, OKLAHOMA, a
municipal corporation

By: 

Mayor

ATTEST:


City Clerk

"LESSEE"

NORMAN ASPHALT COMPANY, INC.

By: 

President

ATTEST:


Secretary

ADDENDUM NO. 1 TO CONTRACT NO. K-8990-32

THIS ADDENDUM is made and entered into this 13th day of June, 2000, by and between the City of Norman, Oklahoma, a Municipal Corporation, hereinafter referred to as the "City" and Norman Asphalt Company, Inc., hereinafter referred to as the "Norman Asphalt";

WITNESSETH:

WHEREAS, the City and Norman Asphalt entered into Contract No. K-8990-32 on the 1st day of December, 1989, for the purpose of leasing property for the purpose of Norman Asphalt operating an asphalt manufacturing plant, sand mine or related purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is agreed that said Contract No. K-8990-32, shall be amended by amending paragraph 3 on page 2 of said Lease with respect to Term of Lease, to read as follows:

"Lessor does hereby lease, demise and let, according to the provisions hereof, possession of the real estate and premises described on Exhibit A, attached hereto and made a part hereof, for a period twenty-six (26) years, and hereby grants an extension of the current lease term an additional twenty-six (26) years, to the year 2041, commencing on the date of this addendum ~~lease~~ as set forth above."

The rest and remainder of Contract No. K-8990-32 shall remain the same and unchanged by this amendment.

IN WITNESS WHEREOF the parties hereto have set their official names and signatures on the day and year first above written.

Executed and adopted this 13th day of June, 2000, for Norman Asphalt Company, Inc.

NORMAN ASPHALT COMPANY, INC.

BY: [Signature]

Name: CHRIS LOTTNE

Title: Vice President

ATTEST:

[Signature]
Corporate Secretary

Approved by the City Council of the City of Norman this 13th day of June, 2000.

CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

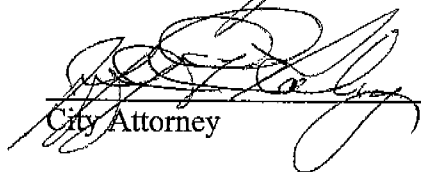
By: 
Bob Thompson, Mayor

(SEAL)

ATTEST:


City Clerk

Approved as to form and legality this 7 day of June, 2000.


City Attorney

Contracts/Amd #1 to Norman Asphalt 8990-32 (clean)

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") dated *April 10*, 2001, is by and between **THE CITY OF NORMAN, OKLAHOMA**, a municipal corporation ("Landlord"), and **NORMAN ASPHALT COMPANY, INC.**, an Oklahoma corporation ("Tenant").

MEMORANDUM


Landlord and Tenant, entered into that certain Lease Agreement, dated December 1, 1989 (together with any amendments, renewals and replacements thereto and thereof, the "Lease"), under which Landlord, for and in consideration of the covenants and agreements therein contained to be kept and performed by Tenant, leased to Tenant the real property described on **Exhibit A** attached hereto and incorporated herein by this reference, together with all of the rights, privileges and easements thereto incident, as more particularly described therein (the "Demised Premises") for the purpose of operating an asphalt manufacturing plant, a sand mine or related purposes. This Memorandum in no way modifies or affects the Lease or the duties, obligations, rights and privileges created thereunder.

1. The City of Norman, Oklahoma is the current landlord under the Lease. Landlord's address is Post Office Box 370, Norman Oklahoma 73070.
2. Norman Asphalt Company, Inc. is the current tenant under the Lease. Tenant's address is Post Office Box 428, Norman Oklahoma 73070.
3. The Demised Premises are described on **Exhibit A** attached hereto.
4. The Lease is for a term of twenty-six (26) years commencing on December 1, 1989. Tenant has the option to extend the Lease for an additional twenty-six (26) years, to the year 2041.
5. Tenant will pay to Landlord rent and/or royalties in the amounts, at the times, and in the manner set forth in the Lease.
6. The Demised Premises are to be used for the operation of an asphalt manufacturing plant, removal by Tenant of sand or related purposes.
7. The Lease shall not be modified or canceled except by a writing subscribed by all parties thereto.
8. This Memorandum may be executed in counterpart originals, which when taken as a whole, shall constitute one instrument.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

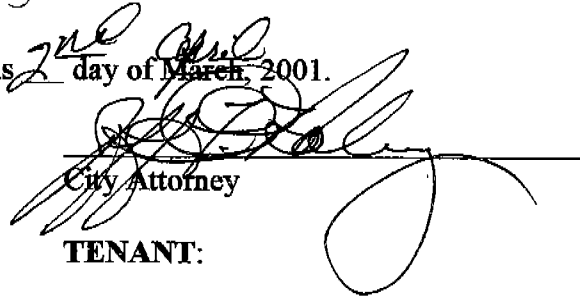
CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: , Mayor

ATTEST:



City Clerk

Approved as to form and legality this 2nd day of March, 2001.

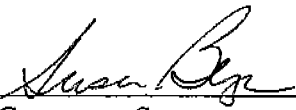

City Attorney

TENANT:

NORMAN ASPHALT COMPANY, INC.,
an Oklahoma corporation

By: 
Chris Lohme, Vice President

ATTEST:


Corporate Secretary

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 § ss.
COUNTY OF Cleveland §

The foregoing Memorandum of Lease was acknowledged before me this 2nd day of April, 2001, by Chris Lehne as Vice-president of Norman Asphalt Company, Inc., an Oklahoma corporation, on behalf of said corporation.

(SEAL)

Christa D. Campbell
Notary Public

My commission expires: November 6, 2004

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
COUNTY OF Cleveland § SS.

The foregoing Memorandum of Lease was acknowledged before me this 10th day of April, 2001, by Bob Thompson, as the Mayor of the City of Norman, Oklahoma, a municipal corporation.

(SEAL)

Brenda Smoot
Notary Public

My commission expires: 11-2-02

EXHIBIT A

A tract of land being a part of the North Half (N/2) of Section 18, Township 8 North (T8N), Range 2 West (R2W), of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:
COMMENCEING at the Northwest corner of the Northeast Quarter (NE/4), of said Section 18:
THENCE South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter a distance of 1332.31 feet to a point;
THENCE South 25 degrees 35 minutes 03 seconds West a distance of 171.64 feet to the POINT OF BEGINNING;
THENCE South 00 degrees 00 minutes 00 seconds East a distance of 2816.15 feet to a point;
THENCE South 52 degrees 07 minutes 49 seconds East a distance of 130.41 feet to a point;
THENCE South 57 degrees 40 minutes 50 seconds East a distance of 189.44 feet to a point;
THENCE South 56 degrees 27 minutes 47 seconds East a distance of 180.47 feet to a point;
THENCE South 78 degrees 15 minutes 31 seconds East a distance of 357.83 feet to a point;
THENCE South 78 degrees 45 minutes 31 seconds East a distance of 276.86 feet to a point;
THENCE South 58 degrees 18 minutes 13 seconds East a distance of 108.31 feet to a point;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 1221.73 feet to a point;
THENCE North 90 degrees 00 minutes 00 seconds East a distance of 350.12 feet to a point;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 800.00 feet to a point;
THENCE North 90 degrees 00 minutes 00 seconds West a distance of 350.12 feet to a point;
THENCE North 00 degrees 00 minutes 00 seconds West a distance of 839.91 feet to a point;
THENCE South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
THENCE South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
THENCE North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;
THENCE North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to the POINT OF BEGINNING, containing 72.78 acres more or less, and subject to all easements and rights of way of record.

NORMAN ASPHALT CO.

Item 29.

MINING LEASE AMENDMENT

THIS AMENDMENT (this "Amendment") is made this 8th day of May, 2001 by and between **THE CITY OF NORMAN, OKLAHOMA**, a municipal corporation ("Landlord") as lessor, and **NORMAN ASPHALT CO.**, an Oklahoma corporation ("Tenant"), as lessee.

RECITALS

WHEREAS, Landlord and Tenant entered into that certain lease dated December 1, 1989 (the "Lease Agreement");

WHEREAS, Landlord and Tenant amended the Lease on June 13, 2000, pursuant to that certain Addendum No. 1 to Contract No. K-8990-32 (the "Addendum" together with the Lease Agreement, collectively, the "Lease");

WHEREAS, the full legal description for the leased property was not incorporated in the legal description attached to the Lease;

WHEREAS, the parties desire to amend the legal description;

NOW, THEREFORE, the parties hereby revise the Lease as follows:

1. Exhibit A is amended to include the land described in the legal description attached hereto as Exhibit A.
2. Terms used but not defined herein shall have the same meaning ascribed in the Lease.
3. To the extent there is a conflict between the terms of the Lease and this Amendment, this Amendment shall control. All other terms of the Lease remain in full force and effect.

This Amendment may be executed in one or more counterparts.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK.]

NORMAN ASPHALT CO.

Item 29.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: 

_____, Mayor

ATTEST:
City ClerkApproved as to form and legality this 1st day of May, 2001.
City Attorney**TENANT:**

NORMAN ASPHALT CO.,
an Oklahoma corporation

By: 

Chris Lohne, Vice President

ATTEST:
Corporate Secretary

NORMAN ASPHALT CO.

Item 29.

EXHIBIT "A"**Legal Description
(Asphalt Plant - Cleveland County)**

A tract of land being part of the North Half (N/2) of Section Eighteen (18), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18; Thence South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter (NE/4) a distance of 1332.31 feet to a point; Thence South 25 degrees 35 minutes 03 seconds West a distance of 171.64 feet to the POINT OF BEGINNING;

Thence South 00 degrees 00 minutes 00 seconds East a distance of 2816.15 feet to a point;
Thence South 52 degrees 07 minutes 49 seconds East a distance of 130.41 feet to a point;
Thence South 57 degrees 40 minutes 50 seconds East a distance of 189.44 feet to a point;
Thence South 56 degrees 27 minutes 47 seconds East a distance of 180.47 feet to a point;
Thence South 78 degrees 15 minutes 31 seconds East a distance of 357.83 feet to a point;
Thence South 78 degrees 45 minutes 31 seconds East a distance of 276.86 feet to a point;
Thence South 58 degrees 18 minutes 13 seconds East a distance of 108.31 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 1221.73 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds East a distance of 350.12 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 800.00 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds West a distance of 350.12 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 893.91 feet to a point;
Thence South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
Thence South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
Thence North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;

Thence North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to the POINT OF BEGINNING, containing 72.78 acres more or less, and subject to all easements and rights of record.

Since 1972

16-4

NORMAN ASPHALT CO.

Item 29.

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 § ss.
COUNTY OF Cleveland §

The foregoing Memorandum of Lease was acknowledged before me this 30 day of April, 2001, by Chris John as Vice-President of Norman Asphalt Co., an Oklahoma corporation, on behalf of said corporation.

(SEAL)

Christine D Campbell
Notary Public

My commission expires: November 6, 2004

Item 29.

NORMAN ASPHALT CO.

Item 29.

MEMORANDUM OF LEASE AGREEMENT

THIS MEMORANDUM OF LEASE AGREEMENT (this "Memorandum") dated May 8, 2001, is by and between **THE CITY OF NORMAN, OKLAHOMA**, a municipal corporation ("Landlord"), and **NORMAN ASPHALT CO.**, an Oklahoma corporation ("Tenant").

MEMORANDUM

Landlord and Tenant, entered into that certain Lease Agreement, dated December 1, 1989 (together with any amendments, renewals and replacements thereto and thereof, the "Lease"), under which Landlord, for and in consideration of the covenants and agreements therein contained to be kept and performed by Tenant, leased to Tenant the real property described on **Exhibit A** attached hereto and incorporated herein by this reference, together with all of the rights, privileges and easements thereto incident, as more particularly described therein (the "Demised Premises") for the purpose of operating an asphalt manufacturing plant, a sand mine or related purposes. This Memorandum in no way modifies or affects the Lease or the duties, obligations, rights and privileges created thereunder.

1. The City of Norman, Oklahoma is the current landlord under the Lease. Landlord's address is Post Office Box 370, Norman Oklahoma 73070.
2. Norman Asphalt Co. is the current tenant under the Lease. Tenant's address is Post Office Box 428, Norman Oklahoma 73070.
3. The Demised Premises are described on **Exhibit A** attached hereto.
4. The Lease is for a term of twenty-six (26) years commencing on December 1, 1989. Tenant has the option to extend the Lease for an additional twenty-six (26) years, to the year 2041.
5. Tenant will pay to Landlord rent and/or royalties in the amounts, at the times, and in the manner set forth in the Lease.
6. The Demised Premises are to be used for the operation of an asphalt manufacturing plant, removal by Tenant of sand or related purposes.
7. The Lease shall not be modified or canceled except by a writing subscribed by all parties thereto.
8. This Memorandum may be executed in counterpart originals, which when taken as a whole, shall constitute one instrument.

NORMAN ASPHALT CO.

Item 29.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

LANDLORD:

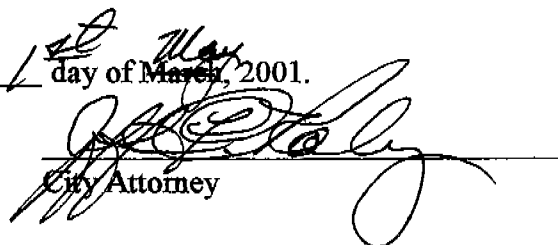
CITY OF NORMAN, OKLAHOMA,
a municipal corporation

By: , Mayor

ATTEST:


City Clerk

Approved as to form and legality this 1st day of May, 2001.

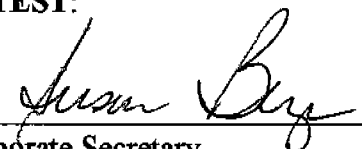

City Attorney

TENANT:

NORMAN ASPHALT CO.,
an Oklahoma corporation

By: 
Chris Lohne, Vice President

ATTEST:


Corporate Secretary

NORMAN ASPHALT CO.

Item 29.

EXHIBIT "A"**Legal Description
(Asphalt Plant - Cleveland County)**

A tract of land being a part of the North Half (N/2) of Section 18, Township 8 North (T8N), Range 2 West (R2W), of the Indian Meridian, Cleveland County, Oklahoma, more particularly described as follows:

Commencing at the Northwest corner of the Northeast Quarter (NE/4), of said Section 18; THENCE South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter a distance of 1332.31 feet to the POINT OF BEGINNING;

THENCE North 25 degrees 35 minutes 03 seconds East a distance of 49.81 feet to a point;
THENCE South 87 degrees 21 minutes 10 seconds East a distance of 697.89 feet to a point;
THENCE South 29 degrees 42 minutes 15 seconds East a distance of 675.53 feet to a point;
THENCE South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
THENCE South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
THENCE North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;
THENCE North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to a point;

THENCE North 25 degrees 35 minutes 03 seconds East a distance of 171.64 feet to the POINT OF BEGINNING, containing 15.9550 acres more or less and subject to all easements and rights of way of record.

AND

A tract of land being part of the North Half (N/2) of Section Eighteen (18), Township Eight North (T8N), Range Two West (R2W) of the Indian Meridian, Cleveland County, Oklahoma, being more particularly described as follows:

Commencing at the Northwest Corner of the Northeast Quarter (NE/4) of said Section 18; Thence South 00 degrees 17 minutes 56 seconds East along the West line of said Northeast Quarter (NE/4) a distance of 1332.31 feet to a point; Thence South 25 degrees 35 minutes 03 seconds West a distance of 171.64 feet to the POINT OF BEGINNING;

Thence South 00 degrees 00 minutes 00 seconds East a distance of 2816.15 feet to a point;
Thence South 52 degrees 07 minutes 49 seconds East a distance of 130.41 feet to a point;
Thence South 57 degrees 40 minutes 50 seconds East a distance of 189.44 feet to a point;
Thence South 56 degrees 27 minutes 47 seconds East a distance of 180.47 feet to a point;
Thence South 78 degrees 15 minutes 31 seconds East a distance of 357.83 feet to a point;
Thence South 78 degrees 45 minutes 31 seconds East a distance of 276.86 feet to a point;
Thence South 58 degrees 18 minutes 13 seconds East a distance of 108.31 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 1221.73 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds East a distance of 350.12 feet to a point;

DL-1166348v1

Since 1972

16-7

NORMAN ASPHALT CO.

Item 29.

Thence North 00 degrees 00 minutes 00 seconds West a distance of 800.00 feet to a point;
Thence North 90 degrees 00 minutes 00 seconds West a distance of 350.12 feet to a point;
Thence North 00 degrees 00 minutes 00 seconds West a distance of 893.91 feet to a point;
Thence South 43 degrees 45 minutes 40 seconds West a distance of 208.65 feet to a point;
Thence South 60 degrees 10 minutes 45 seconds West a distance of 431.90 feet to a point;
Thence North 46 degrees 03 minutes 05 seconds West a distance of 499.57 feet to a point;

Thence North 29 degrees 35 minutes 55 seconds West a distance of 503.76 feet to the POINT OF BEGINNING, containing 72.78 acres more or less, and subject to all easements and rights of record.

NORMAN ASPHALT CO.

Item 29.

ACKNOWLEDGMENT

STATE OF OKLAHOMA §
 § ss.
COUNTY OF Cleveland §

The foregoing Memorandum of Lease was acknowledged before me this 30 day of April, 2001, by Chris John as Vice-President of Norman Asphalt Co., an Oklahoma corporation, on behalf of said corporation.

(SEAL)

Christine D Campbell
Notary Public

My commission expires: November 6, 2004

Since 1972

Item 29.

SS.

666



DATE: October 24, 2005

TO: The Honorable Mayor and Councilmembers

FROM: Jeff Harley Bryant, City Attorney *JHB*

SUBJECT: Request to approve Assignment of Land Lease and Addendum No. 4 to Contract by the City of Norman with Oklahoma Construction Materials, L.L.C.; Contract K-8990-32

BACKGROUND:

The City has been informed that Haskell Lemon Construction Co. has purchased the assets and operations of Oklahoma Construction Materials. As part of said purchase, Haskell Lemon has requested that the City give its consent to the assignment of said Lease as is required in paragraph 8 of the leasehold agreement. Haskell Lemon is also requesting a revision to paragraph 8 of the original Lease to allow the lease to be assigned to another corporate entity which has the same family owners as Haskell Lemon. A similar provision was contained in the original lease. Also, paragraph 12 is being amended to reflect proper notice address.

DISCUSSION:

The City Legal Staff has examined the documentation submitted and has inquired into the structure of Haskell Lemon Construction Co. and their ability to perform under the leasehold agreement. We find that all the documentation is in order and that Haskell Lemon is a well-established and respected business concern which has been in business in the Oklahoma City area for a number of years.

Regarding the assignment clause in paragraph #8 referring to other companies whose ownerships reflect the same family members, rather than amend this clause to apply to the current assignees, the legal staff recommends this clause be deleted thereby requiring all assignments of the lease to be approved by the City. Haskell Lemon has agreed to the deletion and that is reflected in the addendum.

RECOMMENDATION:

Based upon the above and foregoing background and discussion, it is Legal Staff's recommendation that consent to this assignment and assumption and the addendum to the lease be granted and the execution of the written consent agreement and addendum by the Mayor be approved.

Reviewed by: Brad Gambill, City Manager *Brad*

Office memorandum

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

WHEREAS, the City of Norman has leased to Norman Asphalt Company pursuant to Lease Agreement No. K-8990-32 a certain tract of land located at 4511 South Chautauquah Avenue, Norman, Oklahoma, to be used as an asphalt plant site;

WHEREAS, said Lease Agreement provides in paragraph 8 thereof that any assignment of said land lease does require the written consent of the City of Norman; and

WHEREAS, Oklahoma Construction Materials, L.L.C. of Oklahoma City, Oklahoma, has purchased the assets and operations of Norman Asphalt Company and pursuant thereto has received an assignment and assumption of said Lease Agreement from Norman Asphalt; and

WHEREAS, Oklahoma Construction Materials has requested consent of the City of Norman for said assignment and assumption of said Lease Agreement and has tendered therewith a draft in payment of the May rental on said property and all accompanying documentation.

NOW, THEREFORE, the City of Norman does hereby give its consent to the assignment and assumption of said Lease Agreement being Contract No. K-8990-32 by Oklahoma Construction Materials, L.L.C.

This Consent granted this 27th day of April, 2004.

APPROVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, this 27th day of April, 2004.

ATTEST:


City Clerk


Mayor

Approved as to form and legality this 27th day of April, 2004.


City Attorney

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

This Assignment And Assumption Of Lease Agreement (this "Assignment") is made as of this 31st day of March, 2004, by and between Norman Asphalt Co. (the "Seller"), an Oklahoma corporation to Oklahoma Construction Materials, L.L.C., (the "Purchaser") a Kansas limited liability company, contemporaneously with the execution and delivery of that certain Asset Purchase Agreement by and between Seller and Purchaser dated as of the date hereof (the "Asset Purchase Agreement").

RECITALS

The City of Norman, Oklahoma, as lessor, entered into a lease agreement (the "Lease"), as amended, originally dated December 1, 1989, with Norman Asphalt Company, Inc., predecessor of Seller, as lessee, covering 88.735 acres, more or less, in Cleveland County, Oklahoma, a copy of which is attached hereto as Exhibit A and incorporated herein.

In connection with the Asset Purchase Agreement, Seller desires to enter into this Assignment in order to assign its rights and interests in the Lease to Purchaser and to evidence the assumption by Purchaser of Seller's obligations and liabilities under the Lease.

Accordingly, in consideration of the mutual covenants and agreements herein contained, and for other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties, intending to be bound hereby, agree as follows:

AGREEMENT

1. Seller hereby assigns, transfers and delivers to Purchaser all of the right, title, and interest of Seller in and to the Lease, provided, however, that Seller may, for a period of ninety (90) days following the date hereof, have the right to unrestricted access, and exclusively use, the office building on the property covered by the Lease that is shown more fully on Exhibit B which is attached hereto and incorporated herein.

2. Purchaser hereby accepts the foregoing assignment of the Lease from Seller, and assumes and agrees to be bound by and timely perform, discharge and otherwise comply with all of the agreements, duties, obligations, and undertakings of Seller under the Lease which are to be performed, discharged or otherwise complied with following the date hereof.

3. Seller shall defend, indemnify and hold harmless Purchaser, its officers, directors, and insurers, against any damage, claim, loss, liability, or expense (including reasonable attorney's fees, penalties and interest, and other costs and expenses incident to any suit, action or proceeding), tax, or liability suffered by any of them to the extent related to (i) any failure by Seller to properly carry out its obligations under the Lease prior to, or on, the date hereof, or the use or occupancy of the office building referred to in Section 1 above while it is occupied by Seller.

4. Purchaser shall likewise defend, indemnify and hold harmless Seller, its officers, directors, and insurers, against any damage, claim, loss, liability, or expense (including reasonable attorney's fees, penalties and interest, and other costs and expenses incident to any suit, action or

14-3

proceeding), tax, or liability suffered by any of them to the extent related to any failure by Seller to properly carry out its obligations under the Lease following the date hereof.

5. The Seller represents and warrants to Purchaser that the documents which have been provided to Purchaser reflecting the Lease represent true and correct representations thereof and accurately and completely set forth all of the terms and conditions of the Lease, other than those terms and conditions which are implied by law in all similar matters.

6. This Agreement and the other documents referred to herein represent the entire understanding among the parties regarding the subject matter hereof, including all representations, warranties, conditions and other provisions relating hereto, and they may not be expanded, altered or modified in any way except pursuant to a written document which is signed by all parties. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same Agreement.

7. This Agreement shall be interpreted and construed under the laws of the State of Oklahoma, considered without regard to its choice of law rules. In the event that any of the provisions of this Agreement shall be declared void or unenforceable by a court, then such provision shall be severed from this Agreement without affecting the remainder hereof, and the parties shall negotiate in good faith to replace such provision with a similar clause to achieve, to the extent permitted under law, the purposes of the provision declared void or unenforceable.

8. The waiver by any party of any default in any of the terms and conditions stated herein shall not be deemed a waiver of any subsequent default of the same or any other term or condition hereof.

Norman Asphalt Co.

By: David L Wenzel
 Name: DAVID L WENZEL
 Title: Authorized Representative

Oklahoma Construction Materials L.L.C.

By: Larry H. Lemon
 Name: LARRY H. LEMON
 Title: PRESIDENT

14-4



The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

Item 29.

Aug/Cont/K-8990-32

FINANCE DEPARTMENT
UTILITY CUSTOMER SERVICE
Phone: 405-366-5320
Fax: 405-366-5417

December 5, 2003

Norman Asphalt
%Martin Marietta Materials
P.O. Box 428
Norman, OK 73070
Attn: Chris Lohne

Dear Mr. Lohne:

Pursuant to our lease agreement for the City of Norman's property leased to Norman Asphalt % Martin Marietta Materials dated December 1, 1989 (Contract K-8990-32), the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

Please accept this as formal notice of your requirement to increase your monthly rental payments to \$621.99, and royalty to 11.43 cents per ton of sand removed, effective with your payment due on January 10, 2004. This payment is based on published CPI-U rate increase of 2%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco, Finance Director

CP: Harold Anderson, City Manager
Mary Hatley, City Clerk
Martha Lipps, Revenue Collection Supervisor



The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

OFFICE OF THE FINANCE DIRECTOR
Phone: 405-366-5413
Fax: 405-366-5417

Reg/Cont/K-8990-3
PA/Norman Asphalt/Cont
Item 29.

January 12, 2005

Norman Asphalt
% Oklahoma Construction Materials
P.O. Box 75637
Oklahoma City, Oklahoma 73147

Dear Sirs:

Pursuant to our lease agreement for the City of Norman's property leased to Norman Asphalt % Oklahoma Construction Materials dated December 1, 1989 (Contract K-8990-32), the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

Please accept this as formal notice of your requirement to increase your monthly rental payments to \$643.76, and royalty to \$11.83 cents per ton of sand removed, effective with your payment due on January 10, 2005. This payment is based on published CPI-U rate increase of 3.5%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco
Finance Director

cc: Brad Gambill, City Manager
Mary Hatley, City Clerk
Martha Lipps, Revenue Collection Supervisor



The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

Leg/Cont/K-8990-32
Item 29.

OFFICE OF THE FINANCE DIRECTOR
Phone 405-366-5413
FAX: 405-366-5417

February 14, 2014

Larry Lemon
Haskell Lemon Construction Company
PO Box 75608
Oklahoma City, OK. 73147-0608

Dear Mr. Lemon:

Pursuant to the property lease agreement dated December 1, 1989 (Contract K-8990-32), between the City of Norman and Norman Asphalt, the rental payments made to the City of Norman were to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

As the current lessee of record, please accept this as formal notice of the requirement to increase your monthly rental payments to Seven hundred seventy seven and forty two cents (\$777.42), and royalty to twenty cents (\$.2060) per ton of sand removed, effective with your payment due for January 2014. This payment is based on published CPI-U rate increase of 1.7%.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,

Anthony Francisco
Finance Director

PC: Steve Lewis, City Manager
Brenda Hall, City Clerk
Martha Lipps, Revenue Collection Supervisor
David Woods, Oil & Gas Inspector



The City of NORMAN

201 West Gray, Bldg. C • P.O. Box 370
Norman, Oklahoma 73069 • 73070

OFFICE OF THE FINANCE DIRECTOR
Phone 405-366-5413
FAX: 405-366-5417

February 14, 2014

Adkins Material/Bear Sand & Gravel, Inc., LLC
Attn: Scott Dutton
PO Box 633
Lindsey, OK. 73052

Dear Mr. Dutton:


Pursuant to the property amendment dated February 26, 2013 to the property lease agreement dated September 12, 2006 (Contract K-0607-47), between the City of Norman and Norman Asphalt, the payments for sand mined made to the City of Norman are to be inflated annually, based on the Consumer Price Index for All Urban Consumers.

As the current lessee of record and should you have any royalty payments between now and January 2015, please accept this as formal notice of the requirement to inform you that the royalty payment is one dollar and fourteen cents (\$1.1419) per cubic yard of sand removed. This payment is based on published CPI-U rate. In October 2014, we will review the CPI-U rate and make any adjustments at that time.

We appreciate your timely payment and we look forward to the continuation of our lease agreement.

If you have any questions regarding this matter, please contact me.

Sincerely,


Anthony Francisco
Finance Director

PC: Steve Lewis, City Manager
Brenda Hall, City Clerk
Martha Lipps, Revenue Collection Supervisor
David Woods, Oil & Gas Inspector

ADDENDUM NO. 4 TO CONTRACT NO. K-8990-32

THIS ADDENDUM is made and entered into this 13th day December, 2005, by and between the City of Norman, Oklahoma, a Municipal corporation, hereinafter referred to as the "City" and Haskell Lemon Construction Co., an Oklahoma corporation, hereinafter referred to as "Haskell Lemon";

WITNESSETH:

WHEREAS, the City entered into Contract No. K-8990-32 on the 1st day of December, 1989, leasing property for the purpose of operating an asphalt manufacturing plant, sand mine or related purposes;

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein, it is agreed that said Contract No. K-8990-32, shall be amended by amending paragraphs 8 and 12 on page 4 of said Lease with respect to Assignment and Default, to read as follows:

8. Assignment

"Lessee shall not assign this lease or sublet any portion of the property covered hereby without the written consent of Lessor, which consent shall not be unreasonably withheld. ~~Lessee may, without consent of Lessor, assign this lease to another corporate entity in which Gary J. Lohne or his children are the majority shareholders.~~"

12. Default

* * *

"Any notice given hereunder by either of the parties hereto shall be considered as having been legally given when deposited in the United States Post Office with postage thereon fully prepaid, addressed as follows:

The City of Norman, Oklahoma
Office fo the City Manager
Post Office Box 370
Norman, Oklahoma 73070

~~Norman Asphalt Company~~
~~Post Office Box 428~~
~~Norman, Oklahoma 73070~~

Haskell Lemon Construction Co.
Post Office Box 75608
Oklahoma City, Oklahoma 73147-0608."

K-8990-32

Page 2

IN WITNESS WHEREOF the parties hereto have set their official names and signatures on the day and year first above written.

Executed and adopted this 13th day of December, 2005, for Haskell Lemon Construction Co.

HASKELL LEMON CONSTRUCTION CO.

BY:

Larry H. Lemon
Larry H. Lemon, Chairman

ATTEST:

Wendy M. Munn
Corporate Secretary

Approved by the City Council of the City of Norman this 13th day of December, 2005.

CITY OF NORMAN, OKLAHOMA
A Municipal Corporation

By:

Harold Haralson
Harold Haralson

(SEAL)

ATTEST:

Mary Hatley
City Clerk

Approved as to form and legality this 17th day of November, 2005.

J. H. B.
City Attorney

Contracts/Amd #4 to Haskell Lemon 8990-32 10-11-05

14-7

**CONSENT TO ASSIGNMENT AND ASSUMPTION
OF LEASE AGREEMENT**

WHEREAS, the City of Norman has leased to Oklahoma Construction Materials, L.L.C., pursuant to Lease Agreement No. K-8990-32 a certain tract of land located at 4511 South Chautauquah Avenue, Norman, Oklahoma, to be used as an asphalt plant site;

WHEREAS, said Lease Agreement provides in paragraph 8 thereof that any assignment of said land lease does require the written consent of the City of Norman; and

WHEREAS, Haskell Lemon Construction Co. of Oklahoma City, Oklahoma, has purchased the assets and operations of Oklahoma Construction Materials, L.L.C., and pursuant thereto has received an assignment and assumption of said Lease Agreement from Oklahoma Construction Materials, L.L.C.; and

WHEREAS, Haskell Lemon Construction Co. has requested consent of the City of Norman for said assignment and assumption of said Lease Agreement and has tendered therewith all accompanying documentation.

NOW, THEREFORE, the City of Norman does hereby give its consent to the assignment and assumption of said Lease Agreement being Contract No. K-8990-32 by Haskell Lemon Construction Co.

This Consent granted this 13th day of December, 2005.

13th day of December, 2005. APPROVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, this

ATTEST:

City Clerk

Mayor

Approved as to form and legality this 12 day of October, 2005.

City Attorney

ASSIGNMENT AND ASSUMPTION OF LEASE AGREEMENT

THIS AGREEMENT is made and entered into as of this July 1, 2005, by and between OKLAHOMA CONSTRUCTION MATERIALS, LLC, a Kansas limited liability company ("OCM"); and HASKELL LEMON CONSTRUCTION CO., an Oklahoma corporation ("Lemon").

RECITALS

A. The City of Norman, Oklahoma, as lessor, entered into a Lease Agreement ("Lease") with Norman Asphalt Company, Inc. as lessee, on December 1, 1989, a copy of which is attached hereto and incorporated herein by reference.

B. Norman Asphalt Co., succeeded to the rights of Norman Asphalt Company, Inc. as lessee of the Lease.

C. The Lease has been amended from time to time as reflected on the amendments and addendums attached to the attached Lease.

D. The Lease was assigned on March 31, 2004, by Norman Asphalt Co., as lessee, to Oklahoma Construction Materials, LLC

E. The parties hereto desire to again assign the lessee's rights and obligations in the Lease and they have reached an understanding on the terms and conditions hereinafter set forth.

AGREEMENTS

1. Assignment. OCM hereby assigns, transfers, and conveys to Lemon all right, title and interest of OCM, as lessee, in and to the Lease as of the date of this Agreement.

2. **Assumption.** Lemon hereby accepts this assignment of the Lease and assumes all obligations as lessee and agrees to faithfully and timely perform all obligations, duties, and agreements of lessee as set forth in the Lease.

3. **Indemnification.** Lemon hereby indemnifies OCM and shall hold it harmless from any damage, claim, loss or expense (including reasonable attorney fees) which OCM may suffer as a result of the failure of Lemon to timely pay and perform all obligations of lessee under the terms and conditions of the Lease.

4. **State Law.** This Agreement shall be construed and enforced in accordance with the laws of the State of Oklahoma.

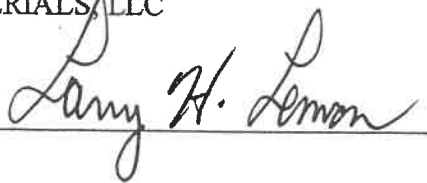
5. **Interpretation.** This Agreement shall be interpreted and construed only by the contents hereof, and there shall be no presumption or standard of construction in favor of or against either party.

6. **Entire Agreement; Amendment.** This Agreement is the entire understanding between the parties in regard to the assignment of the Lease, and supersedes all prior agreements and communications, whether oral or written, between the parties hereto with respect to the assignment of this Lease. Any amendment or modification of this Agreement must be in writing and duly signed by the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

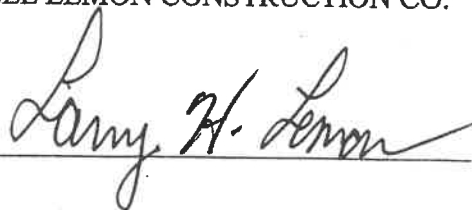
OKLAHOMA CONSTRUCTION
MATERIALS, LLC

BY



HASKELL LEMON CONSTRUCTION CO.

BY



CONSENT

The City of Norman, Oklahoma, as lessor, hereby consents to the assignment of lessee's interest in the attached Lease to Haskell Lemon Construction Co., and shall hereafter consider Haskell Lemon Construction Co., as solely responsible for all obligations of the lessee as set forth in the Lease.

Dated this 13th day of December, 2005.

CITY OF NORMAN, OKLAHOMA
a municipal corporation

BY 

Attest:


City Clerk



HASKELL LEMON CONSTRUCTION CO.

PLANT MIXED ASPHALT • SMOOTH • SAFE • DURABLE • ECONOMICAL

3800 S.W. 10TH
P.O. BOX 75608
OKLAHOMA CITY, OK 73147-0608
PHONE: (405) 947-6069
FAX: (405) 947-6068

September 26, 2005

Mr. Brad Gambill
City Manager
The City of Norman
201 West Gray, Bldg. A
Norman, Oklahoma 73070

RE: City of Norman Land Lease
Contract K-8990-32

Dear Mr. Gambill:

Haskell Lemon Construction Co. has purchased the assets and operations of the Norman Asphalt Company from Oklahoma Construction Materials, LLC. This operation is located on City of Norman land, and is your lease contract K-8990-32, with amendments.

As part of our purchase, Oklahoma Construction Materials, LLC, has assigned their interest in this lease to Haskell Lemon Construction Co. In accordance with lease Paragraph 8 on page four, we request the City of Norman give their written consent to recognize this assignment.

We also ask that the last sentence of paragraph 8 be updated to the family members of Haskell Lemon Construction Co. We suggest the sentence read "Lessee may, without consent of Lessor, assign this lease to another corporate entity which has the same family owners as Haskell Lemon Construction Co."

Haskell Lemon Construction Co. is a local family owned and operated road construction and materials company serving the central part of the State of Oklahoma. We look forward to working with the City of Norman, both as a lessee, and as your material supplier.

14-8

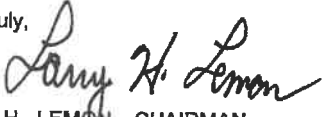


ASPHALT and CONCRETE PAVING
HIGHWAYS • AIRPORTS • SUBDIVISIONS

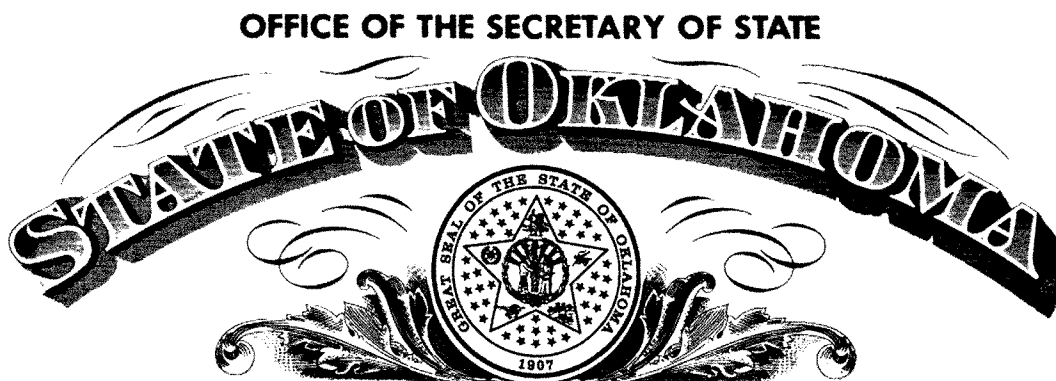


Please advise me of any other information or documents you need to execute the transfer of this lease to our company.

Yours truly,



LARRY H. LEMON, CHAIRMAN
HASKELL LEMON CONSTRUCTION CO.



**CERTIFICATE
OF
LIMITED LIABILITY COMPANY**

WHEREAS, the Articles of Organization of

HASKELL LEMON GROUP, LLC

an Oklahoma limited liability company has been filed in the office of the Secretary of State as provided by the laws of the State of Oklahoma.

NOW THEREFORE, I, the undersigned, Secretary of State of the State of Oklahoma, by virtue of the powers vested in me by law, do hereby issue this certificate evidencing such filing.

IN TESTIMONY WHEREOF, I hereunto set my hand and cause to be affixed the Great Seal of the State of Oklahoma.



*Filed in the city of Oklahoma City this
19th day of November, 2021.*

Bruce B. Bynum

Secretary of State

11/19/2021 10:06 AM

OKLAHOMA SECRETARY OF STATE

Item 29.



SOS



51911070002

ARTICLES OF ORGANIZATION

(Oklahoma Limited Liability Company)

Filing Fee: \$100.00

STATE

421 N.W. 15th, Suite 210
Oklahoma City, Oklahoma 73103
(405) 522-2520

I hereby execute the following articles of organization for the purpose of forming an Oklahoma limited liability company pursuant to the provisions of Title 18, Section 2005:

1. Name of the limited liability company: (**Note:** The name shall contain either the words **limited liability company** or **limited company** or the abbreviations **LLC**, **LC**, **L.L.C.** or **L.C.** The word **limited** may be abbreviated as **Ltd.**, and the word **company** may be abbreviated as **Co.**)

Haskell Lemon Group, LLC

2. Street address of its principal place of business, wherever located:

520 W. Pennway St., Suite 300, Kansas City, MO, 64108

| Street address | City | State | Zip Code |
|--|------|-------|----------|
| (P.O. BOXES ARE <u>NOT</u> ACCEPTABLE) | | | |

3. E-MAIL address of the primary contact for the registered business:

❖ Notice of the Annual Certificate will **ONLY** be sent to the Limited Liability Company at its last known electronic mail address of record.

4. NAME and street address of the registered agent for service of process in the state of Oklahoma:

❖ The registered agent shall be the limited liability company itself, an individual resident of Oklahoma, or a domestic or qualified foreign corporation, limited liability company, or limited partnership.

C T Corporation System 1833 Morgan Road, Oklahoma City **73128**

| Name | Street Address | City | State | Zip Code |
|------|--|------|-------|----------|
| | (P.O. BOXES ARE <u>NOT</u> ACCEPTABLE) | | | |

5. Term of existence: **Perpetual**

❖ You may state **perpetual**, a set number of years, **or** a future effective expiration date. Perpetual means continuous.

The articles of organization must be signed by at least one (1) person who may or may not be a member of the limited liability company.

• Signature: _____

• Printed Name: **Ryan VanDyke**

Dated: **11/17/2021**
RECEIVED

NOV 19 2021

OKLAHOMA SECRETARY OF STATE (SOS FORM 0073-07/20)

684



Your Construction Solution Partner

P.O. Box 75608
Oklahoma City, OK 73147
Ph: (405) 947-6069
Fax: (405) 947-6068

December 17, 2021

VIA EMAIL

The City of Norman
Office of the City Manager
Attn: Beth Muckala
Post Office Box 370
Norman, Oklahoma 73070

Re: Request for Assignment of Lease Agreement
(Contract K-8990-32)

Dear Beth:

As you are aware, Haskell Lemon Construction Co., an Oklahoma corporation ("HLCC"), as successor-by-assignment to Norman Asphalt Company, is party to that certain Lease Agreement with the City of Norman, Oklahoma dated December 1, 1989, also identified as Contract K-8990-32 (as amended, the "Lease").

The purpose of this letter is to provide notice to the City of Norman that HLCC is negotiating a proposed purchase of substantially all of the assets of HLCC (the "Proposed Transaction") by Haskell Lemon Group, LLC, an Oklahoma limited liability company ("HLG"). Pursuant to the Proposed Transaction, HLCC seeks approval from the City of Norman to assign the Lease to HLG. Conditioned upon the closing and consummation of the Proposed Transaction, HLG will immediately own all of the material operational assets of HLCC, HLG will employ much of HLCC's current work force, and it is our expectation that HLG will be prepared to operate in substantially the same manner as HLCC immediately prior to the Proposed Transaction.

Please let us know if you need anything further.

Sincerely,

A handwritten signature in blue ink, appearing to read 'Jay Lemon', is written over a light blue horizontal line.

Jay Lemon, President

Haskell Lemon Construction Co.

File Attachments for Item:

30. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-80: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE 2021 ADA TRANSIT TRANSITION PLAN AS AN ADDENDUM TO THE 2018 SELF-EVALUATION AND TRANSITION PLAN IN ORDER TO IMPROVE ACCESSIBILITY FOR CITY PROGRAMS, SERVICES, ACTIVITIES, FACILITIES, PROJECT DECISIONS, AND IMPROVEMENTS THAT ARE PLANNED AND GUIDED BY THE CURRENT AMERICANS WITH DISABILITIES ACT REQUIREMENTS.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2021

REQUESTER: Jesse Hill, ADA Technician

PRESENTER: Cinthya Allen, Chief Diversity and Equity Officer

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-80: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE 2021 ADA TRANSIT TRANSITION PLAN AS AN ADDENDUM TO THE 2018 SELF-EVALUATION AND TRANSITION PLAN IN ORDER TO IMPROVE ACCESSIBILITY FOR CITY PROGRAMS, SERVICES, ACTIVITIES, FACILITIES, PROJECT DECISIONS, AND IMPROVEMENTS THAT ARE PLANNED AND GUIDED BY THE CURRENT AMERICANS WITH DISABILITIES ACT REQUIREMENTS.

BACKGROUND:

An Americans with Disabilities Act (ADA) Self-Evaluation and Transition Plan was developed for the City of Norman in 2018 by Kimley-Horn Associates of Oklahoma City, Oklahoma and in association with Accessology of McKinney, TX. The 2018 plan was developed to replace the former Transition Plan that had been in place since 1993. City Council adopted by Resolution R-1718-110, the 2018 Self-Evaluation and Transition Plan, as required by federal law, on June 26, 2018. The City's 2018 Transition Plan focused on accessibility at City-owned facilities and provided a schedule for compliance with sidewalk accessibility and Public Rights of Way. It was understood that the City would continue to evaluate remaining facilities and update the 2018 ADA Transition Plan over time. Council also adopted the following updated policy statement at that time:

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.

On August 28, 2018, University officials advised City staff of their desire to transfer non-campus bus services in Norman to another operator by the end of the FYE 2019 fiscal year. Working with the Central Oklahoma Transportation and Parking Authority (COTPA) d/b/a EMBARK, the City was able to successfully transition the operations of the service without missing a day of service. The City has now operated the transit operations for a little over 2 years.

DISCUSSION:

Once the City began operating transit, there was a need to perform an ADA evaluation for the transit operations. The 2021 ADA Transit Transition Plan addendum to the 2018 Self-Evaluation and Transition Plan was developed internally through the Office of the City Manager and the Public Works Department. The following documents were used to develop the 2021 ADA Transit Transition Plan: U.S. Department of Transportation Federal Transit Administration (FTA) Circular: Guidance for the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and the U.S. Department of Transportation's implementing regulations at CFR Parts 27,37,38 and 39.

The purpose of the ADA Transit Transition Plan is to identify barriers that could significantly impact those individuals with disabilities in its programs, services and activities (PSA). City staff conducted audits of each transit bus stop, vehicle, and facility to ensure compliance. If anything was not in compliance, a remediation was proposed.

Once all of the audits were performed, staff compiled the information into a single document, the 2021 ADA Transit Transition Plan. On September 13, 2021, the plan was reviewed by the Citizen's ADA Transportation Sub-Committee and was recommended to be forwarded to the Citizen's ADA Advisory Committee. On December 13, 2021 that committee subsequently reviewed and recommended it be sent to City Council. Finally, the City Council Community Planning and Transportation Committee discussed the plan at its December 30, 2021 meeting and recommended it be forwarded to the full City Council for consideration.

Staff would like to share a note of appreciation to the all members of the Citizen's ADA Transportation Sub-Committee for their work over the past two-year span to deliver these recommendations.

RECOMMENDATION:

Staff recommends approval of Resolution R-2122-80, adopting the 2021 Transit Transition Plan as an addendum to the 2018 ADA Self-Evaluation & Transition Plan, establishing a framework for reducing current barriers and sets priorities for future accessibility improvements for transit in Norman.

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE 2021 ADA TRANSIT TRANSITION PLAN AS AN ADDENDUM TO THE 2018 ADA SELF-EVALUATION AND TRANSITION PLAN IN ORDER TO IMPROVE ACCESSIBILITY FOR CITY PROGRAMS, SERVICES, ACTIVITIES, FACILITIES, PROJECT DECISIONS, AND IMPROVEMENTS THAT ARE PLANNED AND GUIDED BY THE CURRENT AMERICANS WITH DISABILITIES ACT REQUIREMENTS.

- § 1. WHEREAS, the Norman City Council adopted its first Americans with Disabilities Act (“ADA”) Transition Plan on May 25, 1993; and
- § 2. WHEREAS, the Norman City Council adopted the 2018 ADA Self-Evaluation and Transition Plan on June 26, 2018; and
- § 3. WHEREAS, the City of Norman took over the operations of the City public transit service on July 1, 2019; and
- § 4. WHEREAS, this created a need for the City to create an ADA Transition Plan for the transit program; and
- § 4. WHEREAS, City staff evaluated the transit program and created the 2021 ADA Transit Transition Plan; and
- § 5. WHEREAS, when creating the 2021 ADA Transit Transition Plan staff utilized the U.S. Department of Transportation Federal Transit Administration (FTA) Circular: Guidance for the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and the U.S. Department of Transportation’s implementing regulations at CFR Parts 27,37,38 and 39; and
- § 6. WHEREAS, the City of Norman is committed to improving accessibility for all residents and visitors in our community by reducing barriers, expanding opportunities, and increasing full participation in community life; and
- § 7. WHEREAS, the 2021 ADA Transit Transition Plan addresses barriers identified in the transit program and makes recommendations for improving accessibility in regards to the City’s transit programs, services, activities, and facilities; and
- § 8. WHEREAS, City staff will be able to use the 2021 ADA Transit Transition Plan as a tool to properly remove barriers, better coordinate plans to remove barriers, and include improvements in the annual Capital Improvement Program for barrier removal; and
- § 9. WHEREAS, the Norman ADA Citizen’s Advisory Committee and Norman ADA Transportation Sub-Committee assisted in the guidance and development of the 2021 ADA Transit Transition Plan elements; and

- § 10. WHEREAS, the 2021 ADA Transit Transition Plan is intended to be used as a guide in day-to-day decisions affecting the transit program in Norman and will be updated periodically to reflect the growth of the community; and
- § 11. WHEREAS, the 2021 ADA Transit Transition Plan contains an Implementation Plan; and
- § 12. WHEREAS, the acceptance of the data and adoption of the principles outlined in the 2021 ADA Transit Transition Plan does not commit the City of Norman to any specific funding strategy.

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

- § 13. THAT the document, as included in Exhibit "A" to this Resolution, is hereby adopted and recognized as the Norman 2021 ADA Transit Transition Plan as an addendum to the 2018 ADA Self-Evaluation and Transition Plan.

PASSED AND ADOPTED this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

City of Norman Transit ADA Transition Plan



Prepared by City of Norman Staff from:
Office of the City Manager
Department of Public Works

201 West Gray Street
Norman, OK 73069





City of Norman
Table of Contents
2021 Transit ADA Transition Plan

Background, Introduction, and Purpose..... 3-7

Buildings and Facilities..... 8

Vehicles..... 9-11

Bus Stops.....12-83

Summary of Reports, with Estimated Cost.....84-86

Transit Action Plan.....87-92



City of Norman

Background, Introduction, and Purpose

2021 Transit ADA Transition Plan

On August 28, 2018, University officials advised City staff of their desire to transfer non-campus bus services in Norman to another operator by the end of the FYE 2019 fiscal year.

On May 22, 2019, Governor Stitt designated the City to be the direct recipient of federal transit funds effective upon the date the FTA formally approves the City eligible to receive federal transit funds. On June 20, 2019, the FTA designated the City to be the direct recipient of federal transit funds.

While the City was able to become the designated recipient of federal transit funds, the complete transition of operations and maintenance of the transit services was not able to be accomplished by July 1, 2019. Thus, on June 25, 2019 the City approved Contract No. K-1819-150 with the University to continue operating and maintaining the transit services from July 1 through August 2, 2019 as the City's contractor.

Throughout the transition, the City and the Central Oklahoma Transportation and Parking Authority (COTPA) d/b/a EMBARK were collaborating on an agreement to provide the City's transit services as an independent contractor. This came to fruition with contract K-1920-30, an Interlocal Agreement between the City and EMBARK for EMBARK to provide transit services for the City which was approved by City Council on July 20, 2019. The Interlocal Agreement included the operation of the fixed routes, operation of paratransit services, collaborative assistance with federal and state grant administration and compliance with federal and state laws and regulations, collaborative assistance with marketing and advertising, and additional start-up costs anticipated with the transition of services. The term of the agreement is from August 3, 2019, through June 30, 2020.

EMBARK began operating the fixed route services on August 3, 2019, however, the City and EMBARK were not able to hire the staff and assemble the necessary resources to maintain the public transit fleet and to operate the paratransit service at that time. On July 30, 2019, City Council approved Amendment 1 to Contract No. K-1819-150 which extended the University's agreement to operate the paratransit services and to maintain the public transit fleet for an additional 60 days. On October 1, 2019, the City took over the maintenance of the public transit fleet and EMBARK began operating the paratransit service.



City of Norman

Background, Introduction, and Purpose

2021 Transit ADA Transition Plan

The 2021 Transit ADA Transition Plan addendum to the 2018 Self-Evaluation and Transition Plan was developed internally through the Office of the City Manager and the Public Works Department. Utilizing the U.S. Department of Transportation Federal Transit Administration Circular: Guidance for the Americans with Disabilities Act (ADA) of 1990, Section 504 of the Rehabilitation Act of 1973, as amended, and the U.S. Department of Transportation's implementing regulations at CFR Parts 27,37,38 and 39.

The purpose of the Transit ADA Transition Plan is to identify Barriers that could significantly impact those individuals with disabilities in its programs, services and activities (PSA).

Title II applies to State and local government entities, and, in subtitle A, protects qualified individuals with disabilities from discrimination on the basis of disability in services, programs, and activities provided by State and local government entities. Title II extends the prohibition on discrimination established by section 504 of the Rehabilitation Act of 1973, as amended, 29 U.S.C. 794, to all activities of State and local governments regardless of whether these entities receive Federal financial assistance.

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



City of Norman

Background, Introduction, and Purpose

2021 Transit ADA Transition Plan

City of Norman, Oklahoma Grievance Procedure under The American with Disabilities Act

This Grievance Procedure is established to meet the requirements of the Americans with Disabilities Act of 1990 ("ADA"). It may be used by anyone who wishes to file a complaint alleging discrimination on the basis of disability and the provision of services, activities, programs, or benefits by the City of Norman. The City of Norman's Personnel Policy governs employment-related complaints of disability discrimination.

The complaint should be in writing and contain information about the alleged discrimination such as name, address, phone number of complainant and location, date, and description of the problem. Alternative means of filing complaints, such as personal interviews or tape-recording of the complaint, shall be made available for persons with disabilities upon request.

The complaint should be submitted by the complainant and/or his/her designee as soon as possible but no later than 60 calendar days after the alleged violation to:

Cinthya Allen, ADA Coordinator
201 W. Gray Ave. Norman Oklahoma, 73069
405-366-5446

Within 15 calendar days after receipt of the complaint, the ADA Coordinator or his designee will meet with the complainant to discuss the complaint and the possible resolutions. Within 15 calendar days of the meeting, the ADA Coordinator or his designee will respond in writing, and, where appropriate, in a format accessible to the complainant, such as large print, Braille, or audiotape. The response will explain the position of the City of Norman and offer options for substantive resolution of the complaint.

If the response by the ADA Coordinator or his designee does not satisfactorily resolve the issue, the complainant and/or his/her designee may appeal the decision within 15 calendar days after receipt of the response to the City of Norman City Manager or his/her designee.

Within 15 calendar days after receipt of the appeal, the City Manager or his/her designee will meet with the complainant to discuss the complaint and possible resolutions. Within 15 calendar days after the meeting, the City Manager or his/her designee will respond in writing, and, where appropriate, in a format accessible to the complainant, with a final resolution of the complaint.

All written complaints received by the ADA Coordinator or his designee, appeals to the City Manager or his/her designee, and responses from these two offices will be retained by the City of Norman for at least 3 years.

Adopted May 28, 2019



City of Norman

Background, Introduction, and Purpose

2021 Transit ADA Transition Plan

In the original 2018 City of Norman ADA Self-Evaluation and Transition Plan it was determined that the City would continue to evaluate the remaining facilities and Transit ADA Transition Plan with the use of City employees. For the Transit ADA Transition Plan Jesse Hill, ADA Technician and Taylor Johnson, Transit and Parking Program Manager instituted a plan utilizing Colorado Springs, Colorado. template for guidance.

The scope of the 2021 Transit ADA Transition Plan is an amendment to the 2018 Self-evaluation Plan and applies to the evaluation of buildings and facilities, vehicles, and bus stop locations throughout the City of Norman, Oklahoma.

Utilizing the authorities of The American with Disabilities Act of 1990 (ADA), section 504 of the Rehabilitation Act of 1973 as amended, U.S. Department of Transportation (DOT), and the Federal Transit Administration (FTA) as guidance to develop a comprehensive plan.

During the development of the 2021 Transit ADA Transition Plan the City of Norman conducted numerous public study sessions for the Go Norman Transit Plan. The overview of the plan included several objectives. Included in the objectives were (1) Assessing existing routes, (2) Location and characteristics of a future downtown transit center, (3) A detailed plan to guide service improvements, and actively engaging the public and community stakeholders in the development of the plan.

At present, the Transit System known as EMBARK Norman operates a fare-free fixed-route service Monday- Saturday. There are five local routes servicing 112 stop locations that have been reviewed. With the transit study redesign it was proposed to install 80 new stops and discontinue 49, with 63 remaining unchanged bringing the total number of stop locations to 143. Upon review, the transit study was unanimously approved by the Norman City Council on June 22, 2021.



City of Norman

ADA Evaluation of Buildings and Facilities

2021 Transit ADA Transition Plan

Building Facilities Summary

As of the writing of the 2021 Transit ADA Transition Plan, the City of Norman is constructing a facility that will house the transit operations and maintenance activities. This facility was designed with a certified architect and then was reviewed by the City's on-call architect that reviews construction plans for ADA compliance.

The City of Norman believes that this new facility will fall within the guidelines for ADA compliance. The City of Norman will continue to ensure that facilities maintain this status. Any additional facilities constructed by the City of Norman – either new construction or significant facility improvements – will meet the ADA requirements as outlined by Federal regulations.

Recommended Action

The City of Norman will continue to work diligently to provide accessible features and meet ADA compliance as part of its capital improvement projects for building facilities. The City of Norman will continue to have its construction plans reviewed by its on-call architect specializing in ADA compliance.



City of Norman

ADA Evaluation of Vehicles

2021 Transit ADA Transition Plan

Vehicles Summary

In order to be ADA compliant, the City of Norman shall ensure its fleet of revenue rolling stock vehicles meet the guidelines for compliance as stated in Federal regulations.

As of August 1, 2021, the City of Norman has a fleet of 28 revenue vehicles.

Mobility Aid Accessibility

Per Federal requirements, all new, used, or remanufactured buses and vans must “provide a level- change mechanism or boarding device (e.g., lift or ramp) ... and sufficient clearances to permit a wheelchair or other mobility aid user to reach a securement location.”

All 28 City of Norman revenue vehicles are equipped with either a ramp or lift.

The majority of the fixed-route fleet are outfitted with a ramp system. Each ramp can support a load of up to 600 pounds and is equipped with a slip resistant surface. In addition, each ramp’s slope falls within the Federal regulation guidelines outlined in Accessibility Specifications for Transportation Vehicles (<https://bit.ly/2Qm1Km0>) 49 CFR §38.23(c)(5).

The majority of the paratransit fleet are equipped with a lift system. This system is designed to support a load of up to 600 pounds. The platform of the lift is equipped with a slip resistant surface and barriers to prevent any of the wheels of a wheelchair or mobility aid from rolling off the platform while a passenger is boarding or alighting. Each lift is outfitted to the specifications outlined in the aforementioned document and can be specifically located in 49 CFR §38.23(b). Inspection of

these wheelchair lifts is included as part of the City of Norman's pre-trip inspections and preventative maintenance process conducted prior to revenue service deployment.

All vehicles within the City of Norman fleet are designed to secure a minimum of two wheelchairs or mobility aid devices. The Cutaway vehicles used for paratransit operations are equipped with four securement positions. All securement positions within the fleet are forward facing with clear pathways.

Priority Seating

Each City of Norman revenue vehicle contains a minimum of one sign indicating priority seating for persons with disabilities. These signs are located at the front of the vehicle and are designed to inform other passengers that such seats will be made available to those who wish to use them.

Handrails and Stanchions

Per Federal regulations "interior handrails and stanchions shall permit sufficient turning and maneuvering space for wheelchairs and other mobility aids to reach a securement location from the lift or ramp." The City of Norman revenue vehicles are equipped with both handrails and stanchions for this purpose and for assisting in the boarding and alighting of passengers.

Lighting

All of the City of Norman revenue vehicles are equipped with lighting placed along the stepwell and doorways adjacent to the driver. In addition, the exterior doorways of the City of Norman revenue vehicles are outfitted with lights to provide at least one foot of illumination on the street surface for safe boarding and alighting of passengers, specifically those who are utilizing either the lift or the ramp.

Stop Requests

All of the City of Norman revenue vehicles provide accessible controls adjacent to the securement locations of mobility aids for passengers to request the vehicle to stop. These controls provide the driver with an auditory and visual cue that a request has been made.

The City of Norman revenue vehicles are also equipped with an automated vehicle announcement system (AVAS) that uses a digitized, prerecorded human voice, to announce bus stops.

Destination and Route Information

All of the City of Norman revenue vehicles are equipped with an illuminated sign on the front and boarding side of the vehicle indicating the route number and/or destination of the vehicle.

Accessibility and Inclusion Statement

During the evaluation, it was noted that there was no “Accessibility and Inclusion Statement” nor was there a “Grievance Procedure” with the ADA Coordinator’s information on the transit vehicles. However, that was corrected and the “Accessibility and Inclusion Statement” and the “Grievance Procedure” was posted in 2021.

Recommended Action

All 28 of the City of Norman revenue rolling stock vehicles fall within the guidelines for ADA compliance. The City of Norman will continue to ensure that vehicles within the fleet maintain this status. Any additional vehicles acquired by the City of Norman – either new built, used, or refurbished – will meet the ADA requirements as outlined by Federal regulations.



City of Norman ADA Evaluation of Transit Stops 2021 Transit ADA Transition Plan

Bus Stop Summary

The City of Norman is constantly looking for opportunities to not only improve access to bus stops but also to improve access from bus stops onto the bus.

Inventory

A complete stop inventory and assessment was conducted from August 2020 to January 2021 to evaluate each stop in the City of Norman's transit system. A master data spreadsheet was created for all stops in the network which can be maintained and updated as improvements are made, stops become active, or are removed. Requests for copies of bus stop master data spreadsheet or individual bus stop assessments can be made to the City of Norman ADA Coordinator.

During the inventory process five classifications of stops were determined.

- Class 1: Not ADA compliant or accessible. (Just a pole in the ground) (14 stops identified).
- Class 2: Not ADA compliant or accessible. (Has existing facilities) (60 stops identified).
- Class 3: ADA accessible with just an ADA pad (23 stops identified).
- Class 4: ADA compliant with a bench (6 stops identified).
- Class 5: ADA compliant with a shelter (9 stops identified).

Recommended Action

The City of Norman will continue to work towards the goal of improving access system wide. This will be accomplished through independent improvements to the stop network and by partnering with other City Divisions/Departments during capital improvement projects planned throughout the City of Norman. Stop improvements will be prioritized by available budget for improvements, proximity to scheduled road improvements, and customer needs and requests.



City of Norman ADA Evaluation of Transit Stops 2021 Transit ADA Transition Plan

Transit Stop Signage

Signage was in the process of being replaced at the time of the transit stop evaluations. EMBARK staff responded to the request of compliance, and it was notated that the EMBARK bus stop signage is compliant and was audited in 2018 and passed.

Part 38 of USC deals with accessibility features for bus stops. The information below appears to be focused on rail station signage, lighted marquees and such. Each “type” of sign and the purpose is considered when discussing ADA compliance.

For bus stop signs, minimum width to height ration must be between 1:1 and 3:5, minimum character height of 1 inch on boarding side of sign, minimum 2 inch on the opposite side with the space between letters at least 1/16th of the height of an upper case letter. No details on contrast for signs just dark on light, or light on dark (see §38.39).

Completed in 2021



City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Lindsey/Delaware 4181

Accessible Transit Stop: Width of boarding and alighting area is 59 3/4". (5x13)

FTA Circular section: 810.2.2 Dimensions. Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.

Citation: FTA Circular: 810.2.2, 2010 Design Standards:402

Projected High Cost: \$639.00

Projected Low Cost: \$481.00

Possible solutions: Replace existing ramp pad so that it is 60" parallel to the roadway x 96" perpendicular to the roadway, from the curb or road edge.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Lindsey/Houston 4143

Accessible Transit Stop: Expansion joints greater than 1/2 inch

2010 ADAS section 302.3: Openings. Openings in floor or ground surfaces shall not allow passage of a sphere more than ½ inch (13mm) diameter except as allowed in 407.4.3, 409.4.3, 410.4, 810.5.3 and 810.10. Elongated openings shall be placed so that the long dimension is perpendicular to the dominant direction of travel.

Citation: 2010 ADAS 302.3, 2010 Design Standards:402

Projected High Cost: \$100.00

Projected Low Cost: \$100.00

Possible solutions: Fill expansion joints so that the cracks are < than ½ inch.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Lindsey/Biloxi 4179

Accessible Transit Stop: Slope of boarding area 2.4%. (20x5)

*FTA Circular section: **810.2.4 Slope.** Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular: 810.2.4, 2010 Design Standards:402

Projected High Cost: \$983.00
Projected Low Cost: \$704.00

Possible solutions: Replace boarding area with boarding area that has a slope <than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Creekside/Lindsay 4144

Accessible Transit Stop: Width of boarding area 51"; has defects. Accessible routes have 8 panels out of compliance, highest at 3.3%. Shelter does not provide required clear floor space. (28x5)

*FTA Circular section **810.2.2 Dimensions.** Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

***810.2.1 Surface.** Bus stop boarding and alighting areas shall have a firm, stable surface.*

***810.3 Bus Shelters.** Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular: 810.2.2,810.2.1,810.3, 2010 Design Standards:402

Projected High Cost: \$1,878.00

Projected Low Cost: \$1,538.00

Possible solutions: Replace panels and boarding area so that the area is at least 60 inches wide, and has a slope that is < than 1:48. Create a clear space with companion seating.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Biloxi/Lindsay 4180

Accessible Transit Stop: There is no accessible route to the boarding area (395x5) (3 Ramps)

FTA Circular section **810.2.3 Connection**. *Bus stop boarding and alighting areas shall be connected to streets, sidewalks, or pedestrian paths by an accessible route complying with 402.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

Citation: FTA Circular: 810.2.3, 810.2.1, 2010 Design Standards: 402

Projected High Cost: \$23,930.00

Projected Low Cost: \$19,136.00

Possible solutions: Provide an accessible route to stop location from an accessible route.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Beaumont/Vicksburg 4147

Accessible Transit Stop: Width of boarding area is 49"; slope is 5.7%. (5x10)

FTA Circular section **810.2.2 Dimensions.** *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

810.2.4 Slope. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular: 810.2.2, 810.2.4, 2010 Design Standards: 402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a panel that has a slope < than 1:48. And is at least 60 Inches (2440mm) wide.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Vicksburg/Irving 4149

Accessible Transit Stop: Slope of boarding area is 3.4%. (5x10)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular: 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00
Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with one that has a slope that is < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Alameda/Vicksburg 4150

Accessible Transit Stop: Width of boarding area is 59 1/2"; slope is 4.7%. (5x10)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular: 810.2.4, 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with one that has a slope that is < than 1:48, and 60 inches wide.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Alameda/Crestland 4151

Accessible Transit Stop: Width of boarding area is 59 3/4". (5x10)

FTA Circular section **810.2.2 Dimensions**. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular: 810.2.2, 2010 Design Standards:402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with one that is compliant at 60 inches wide.





City of Norman
 ADA Evaluation of Transit Stops
 2021 Transit ADA Transition Plan
Alameda/Shiloh 4152

Accessible Transit Stop: Length of boarding area is 95", slope is 8%. No clear space near bench. (5x10)

FTA Circular section **810.2.2 Dimensions.** *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

810.2.4 Slope. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular: 810.2.2, 810.2.4, 810.3, 2010 Design Standards:402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding and alighting area with one that is compliant at 96 inches long with clear floor space.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Alameda/Triad Village 4153

Accessible Transit Stop: Slope of shelter is 2.2%. (10x10)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular: 810.2.4, 2010 Design Standards:402

Projected High Cost: \$983.00
Projected Low Cost: \$741.00

Possible solutions: Replace boarding and alighting area with one that has a slope < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

12th SE/Alameda 4154

Accessible Transit Stop: Shelter pad has defects that causes surface to not be firm, stable. (5x15)

FTA Circular section **810.2.1 Surface.** *Bus stop boarding and alighting areas shall have a firm, stable surface.*

Citation: FTA Circular: 810.2.1, 2010 Design Standards:402

Projected High Cost: \$738.00
Projected Low Cost: \$555.00

Possible solutions: Replace boarding and alighting area where it is firm and stable.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

12th SE/Triad Village 4155

Accessible Transit Stop: Width of boarding area is 59 3/4"; has defects; slope is 4.2%. (5x10)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular: 810.2.2, 810.2.4, 810.2.1, 2010 Design Standards:402 **Projected High Cost: \$492.00**
Projected Low Cost: \$371.00

Possible solutions: Replace boarding and alighting area with one that is compliant at 60 inches wide with slope <than 1:48.





City of Norman
 ADA Evaluation of Transit Stops
 2021 Transit ADA Transition Plan
12th SE/Brooks 4156

Accessible Transit Stop: Slope of boarding area is 6.7%; has defects. Shelter does not provide required clear floor space. (5x15)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular: 810.2.2, 810.2.4, 810.2.1, 2010 Design Standards: 402,305

Projected High Cost: \$2,483.00

Projected Low Cost: \$2,240.00

Possible solutions: Replace boarding and alighting area with one that is compliant with slope <than 1:48 and provide a clear floor space.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Brooks/Barkley 4141

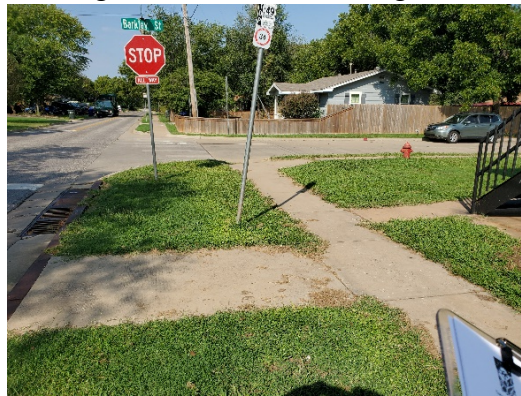
Accessible Transit Stop: Slope of boarding area is 3.7%. (5x8)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular: 810.2.4, 2010 Design Standards:402

Projected High Cost: \$393.00
Projected Low Cost: \$297.00

Possible solutions: Replace boarding area with a boarding area that is compliant with a slope < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Webster/Apache 4140

Accessible Transit Stop: Slope of boarding area is 3.1%. Accessible route cross slope is 3.1%. (23x 5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards: 402

Projected High Cost: \$1,132.00

Projected Low Cost: \$852.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Duffy/Asp 4172

Accessible Transit Stop: Slope of boarding area is 5.6%; has defects. (5x8)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

Citation: FTA Circular 810.2.4, 810.2.1, 2010 Design Standards:402

Projected High Cost: \$393.00

Projected Low Cost: \$297.00

Possible solutions: Replace panel so that there is no change in level and boarding area slope is <than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Jenkins/Duffy (southbound) 4222

Accessible Transit Stop: Length of boarding area is 71". (5x8)

FTA Circular section 810.2.2 Dimensions. Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.

Citation: FTA Circular 810.2.2, 2010 Design Standards:402

Projected High Cost: \$393.00

Projected Low Cost: \$297.00

Possible solutions: Replace boarding area with a boarding area that is at least 96 inches long.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Jenkins/Duffy (northbound) 4115

Accessible Transit Stop: Inaccessible (20x5)

FTA Circular section **810.2.2 Dimensions**. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

Citation: FTA Circular 810.2.2, 810.2.1, 2010 Design Standards: 402

Projected High Cost: \$1,006.00

Projected Low Cost: \$760.00

Possible solutions: Make an accessible boarding area that is firm and stable.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Jenkins/Boyd 4114

Accessible Transit Stop: Inaccessible boarding area at curb ramp. (13x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$639.00

Projected Low Cost: \$482.00

Possible solutions: provide an accessible boarding area with accessible route.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Jenkins/Felgar (southbound) 4171

Accessible Transit Stop: Inaccessible, boarding area is located in driveway (20x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$983.00

Projected Low Cost: \$740.00

Possible solutions: Provide an accessible boarding area with accessible route.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Jenkins/Felgar (northbound) 4113

Accessible Transit Stop: Slope of boarding area is 6.8%. (10x15)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$1,325.00

Projected Low Cost: \$1,112.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
 ADA Evaluation of Transit Stops
 2021 Transit ADA Transition Plan

Brooks/Jenkins (Westbound) 4169

Accessible Transit Stop: Slope of boarding area is 5.4%. (8x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$393.00
Projected Low Cost: \$296.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Boyd/Barkley 4196

Accessible Transit Stop: Length of boarding area is 71 3/4". (5x8)

FTA Circular section **810.2.2 Dimensions**. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$393.00

Projected Low Cost: \$296.00

Possible solutions: Replace boarding area with a boarding area that is at least 96 inches.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

12th SE/Boyd 4197

Accessible Transit Stop: Width of boarding area is 59 1/2"; slope is 6.9%. (13x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway*

Citation: FTA Circular 810.2.4, 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$639.00

Projected Low Cost: \$482.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48. with a width of at least 60 inches.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Triad Village Drive 4198

Accessible Transit Stop: Slope of boarding area is 10.6%. (13x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards, 402

Projected High Cost: \$639.00

Projected Low Cost: \$482.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Main/Berry (Westbound) 4119

Accessible Transit Stop: Slope of boarding area 8.3%. (13x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$639.00

Projected Low Cost: \$482.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Berry/Iowa 4176

Accessible Transit Stop: Length of boarding area 94". (5x8)

FTA Circular section **810.2.2 Dimensions**. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.2, 2010 Design Standards:402

Projected High Cost: \$393.00

Projected Low Cost: \$296.00

Possible solutions: Replace boarding area with a boarding area that is at least 96 inches in length.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Berry/Denison 4120

Accessible Transit Stop: Slope of boarding area 4.9%. There is no companion seating (10x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.3, 2010 Design Standards:402

Projected High Cost: \$738.00

Projected Low Cost: \$553.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48. provide companion seating.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Berry/Westheimer 4213

Accessible Transit Stop: Inaccessible

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$0.00

Projected Low Cost: \$0.00

Possible solutions: remove stop.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Halley/Lexington 4124

Accessible Transit Stop: Length of boarding area 91"; slope 2.4%. (15x5)

FTA Circular section **810.2.2 Dimensions.** *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

810.2.4 Slope. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.2 ,810.2.4, 2010 Design Standards:402

Projected High Cost: \$738.00

Projected Low Cost: \$555.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48 and at least 96 inches in length.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Stubbeman/Timberwolve Trail 4207

Accessible Transit Stop: Length of boarding area 93"; has defects. No companion seating. (10x10)

FTA Circular section **810.2.2 Dimensions.** *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.2 ,810.2.1, 810.3 2010 Design Standards:402

Projected High Cost: \$983.00

Projected Low Cost: \$740.00

Possible solutions: Replace boarding area with a boarding area that has at least 96 inches deep. Replace numerous defective panels.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Stubbeman/Ridge 4220

Accessible Transit Stop: Length of boarding area 93"; has defects. (5x8)

FTA Circular section **810.2.2 Dimensions**. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

Citation: FTA Circular 810.2.2, 810.2.1, 2010 Design Standards: 402

Projected High Cost: \$392.00

Projected Low Cost: \$315.00

Possible solutions: Replace boarding area with a boarding area that has at least 96 inches deep.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Lindsey/Wylie (Eastbound) 4161

Accessible Transit Stop: Shelter does not provide required clear floor space. (12x19)

FTA Circular section **810.2.1 Surface.** *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$2,244.00

Projected Low Cost: \$1,689.00

Possible solutions: reconfigure shelter with a level clear floor space.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Lindsey/McGee 4183

Accessible Transit Stop: Slope of boarding area is 2.6%. (12x19)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$2,244.00
Projected Low Cost: \$1,689.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Brooks/Whittier Middle School 4157

Accessible Transit Stop: Slope of boarding area is 8.2%. (15x30)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$4,103.00

Projected Low Cost: \$3,335.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

McGee/Lindsey 4159

Accessible Transit Stop: Inaccessible, there is not an accessible route to boarding area. (5x9)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$443.00

Projected Low Cost: \$334.00

Possible solutions: provide an accessible route and boarding area that is firm and stable.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

24th NW/Robinson 4123

Accessible Transit Stop: Slope of boarding area is 10.4%. (10x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00
Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Rambling Oaks/Northwest 4124

Accessible Transit Stop: Width of boarding area is 59 1/2"; perpendicular slope is 6%; parallel slope is 2.2%. Cross-slope of accessible route is 2.6%. (15x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$737.00

Projected Low Cost: \$555.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48. And a width at least 60 inches.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Interstate Dr/Copperfield 4127

Accessible Transit Stop: Slope of boarding area is 2.6%; has defects. (15x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$737.00

Projected Low Cost: \$555.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

River Oaks/Interstate Dr 4170

Accessible Transit Stop: Slope of boarding area is 4.8%. (10x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00
Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

River Oaks/Sooner Mall 4128

Accessible Transit Stop: Slope of boarding area is 2.4%. (10x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Main/36th 4166

Accessible Transit Stop: Width of boarding area is 53"; slope is 6%. (15x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.4, 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$737.00

Projected Low Cost: \$555.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48 and is at least 60 inches wide.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Norman Center Ct/Ed Noble 4130

Accessible Transit Stop: Slope of boarding area is 7.4%. Shelter slope is 2.8%. (20x10)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.4, 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$1,968.00

Projected Low Cost: \$1,482.00

Possible solutions: Replace boarding and alighting area with a boarding and alighting area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Ed Noble/Lindsey 4132

Accessible Transit Stop: Slope of boarding area is 3.2%; parallel slope is 8.5%. (5x10)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.4, 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

24th SW/Main 4177

Accessible Transit Stop: Slope of boarding area is 13.4%; parallel slope is 2.1%. (5x10)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.4, 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Main/24th NW 4135

Accessible Transit Stop: Cross-slope of accessible route is 2.1%. (20x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$983.00

Projected Low Cost: \$740.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Robinson/Woods 4122

Accessible Transit Stop: Slope of boarding area is 7.6%; has defects. Shelter to pad does not have a firm, stable, slip resistant route. Cracks need to be fixed where asphalt meets concrete. (20x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

Citation: FTA Circular 810.2.4, 810.2.1, 2010 Design Standards: 402

Projected High Cost: \$983.00

Projected Low Cost: \$740.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48. Make existing pad firm and stable.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

36th NW/Quail 4184

Accessible Transit Stop: Slope of boarding area is 2.8%. (10x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00
Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

36th NW/Robinson 4185

Accessible Transit Stop: Slope of boarding area is 2.1%. (10x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

36th NW/Crail 4187

Accessible Transit Stop: Slope of boarding area is 8.5%. (5x15)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$737.00
Projected Low Cost: \$555.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Healthplex 4188

Accessible Transit Stop: Slope of boarding area is 7.7%; has defects. No companion seating. (5x10)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48. And add a clear floor space.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

24th NW/Conference Center 4190

Accessible Transit Stop: Slope of boarding area is 3.3%. (10x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00
Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

24th NW/Mt. Williams 4189

Accessible Transit Stop: Slope of boarding area is 3.1%. (5x10)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with a boarding area that has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Main/State 4201

Accessible Transit Stop: Width of boarding area is 59 1/2"; slope is 6.5%. (10x10)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.4, 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$983.00

Projected Low Cost: \$740.00

Possible solutions: Replace boarding area with boarding area that is at least 60 inches and has a slope of < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Main/12th 4200

Accessible Transit Stop: Slope of boarding area is 2.9%; has defects. (5x3)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

Citation: FTA Circular 810.2.4, 810.2.1, 2010 Design Standards: 402

Projected High Cost: \$132.00

Projected Low Cost: \$111.00

Possible solutions: Replace the boarding area with one that has a slope < than 1:48 and is firm and stable.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Findlay/Oliver 4203

Accessible Transit Stop: Running-slope of accessible route is 6.6%. (10x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00
Projected Low Cost: \$371.00

Possible solutions: Replace existing panel so that it is <than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Robinson/Porter 4204

Accessible Transit Stop: Slope of boarding area is 9.6%. (10x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards:402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace existing boarding area with one that has a slope that is < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Healthplex Emergency Entrance 4233

Accessible Transit Stop: Stop does not have a compliant boarding area. Clear space is only 60 inches deep.

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$4,500.00

Projected Low Cost: \$4,000.00

Possible solutions: provide an accessible boarding area that is at least 96 inches long and 60 inches wide that is firm and stable with a slope < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Westheimer Terminal 4205

Accessible Transit Stop: Inaccessible. Shelter on opposite side of street and does not have an accessible route to it.

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

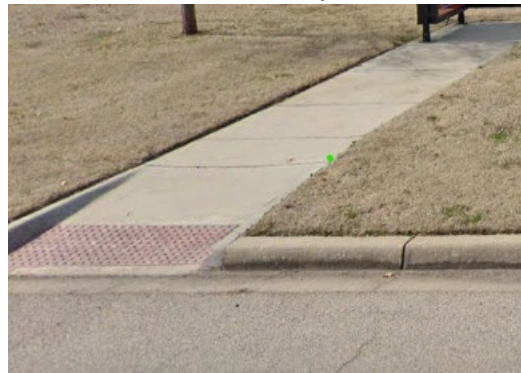
810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$1,500.00

Projected Low Cost: \$1,500.00

Possible solutions: remove shelter or relocate to stop across the street.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

36th NW/Havenbrook 4192

Accessible Transit Stop: Inaccessible. There is not an accessible route to the curb. (5x5)

FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$244.00

Projected Low Cost: \$185.00

Possible solutions: Provide an accessible boarding and alighting area that is firm and stable with a slope that is < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

36th NW/River Oaks 4129

Accessible Transit Stop: Width of boarding area is 58"; slope 3.2%. (10x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

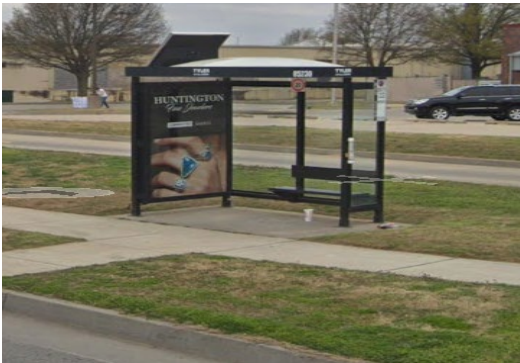
810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.4, 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$492.00

Projected Low Cost: \$371.00

Possible solutions: Replace boarding area with area that is at least >than 60 inches with a slope that is < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Main and Berry (eastbound) 4137

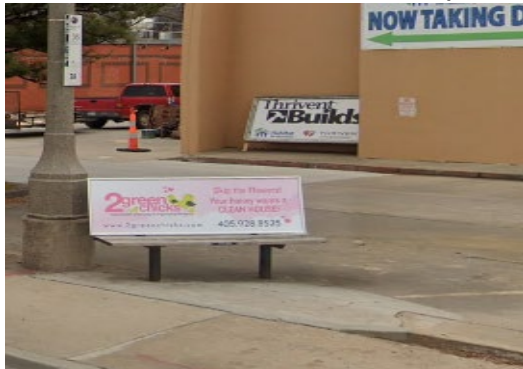
Accessible Transit Stop: Length of boarding area is 80". (10x5)

FTA Circular section **810.2.2 Dimensions**. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.2, 2010 Design Standards:402

Projected High Cost: \$492.00
Projected Low Cost: \$371.00

Possible solutions: Replace existing boarding area with boarding area that is at least >than 96 inches.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

24th SW /Boyd 4134

Accessible Transit Stop: Width of boarding area is 59 1/2". Slope of shelter is 3.2%. (16x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

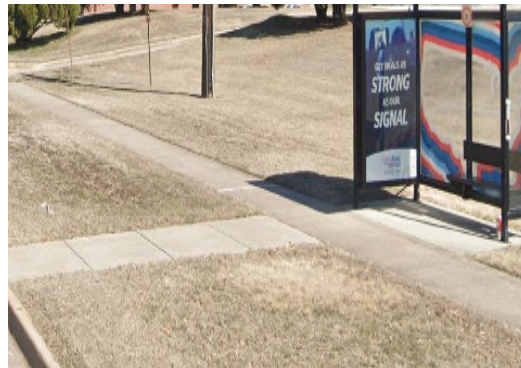
810.2.2 Dimensions. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.4, 810.2.2, 2010 Design Standards: 402

Projected High Cost: \$786.00

Projected Low Cost: \$593.00

Possible solutions: Remove existing boarding area and replace with boarding area that is at least 60 inches wide and has a slope that is <than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Tecumseh/Thedford 4194

Accessible Transit Stop: Inaccessible, stop does not have an accessible route to the boarding area.

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$3,099.00

Projected Low Cost: \$2,335.00





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

24th NW/Tecumseh 4191

Accessible Transit Stop: Inaccessible. Stop does not have an accessible route or boarding area from accessible route. (34x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$1,673.00

Projected Low Cost: \$1,260.00

Possible solutions: Add an accessible route to stop location.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Acres/Central Library 4228

Accessible Transit Stop: Inaccessible, there is no accessible route or boarding area to stop. (3x5)

FTA Circular section **810.2.4 Slope.** *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

810.2.1 Surface. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

810.3 Bus Shelters. *Bus shelters shall provide a minimum clear floor or ground space complying with 305 entirely within the shelter. Bus shelters shall be connected by an accessible route complying with 402 to a boarding and alighting area complying with 810.2.*

Citation: FTA Circular 810.2.4, 810.2.1, 810.3, 2010 Design Standards: 402

Projected High Cost: \$443.00

Projected Low Cost: \$334.00

Possible solutions: Install an accessible route to the boarding area.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

24th SW /Lindsay 4133

Accessible Transit Stop: Width of boarding area is 59 1/4". (13x5)

FTA Circular section **810.2.2 Dimensions**. *Bus stop boarding and alighting areas shall provide a clear length of 96 inches (2440 mm) minimum, measured perpendicular to the curb or vehicle roadway edge, and a clear width of 60 inches (1525 mm) minimum, measured parallel to the vehicle roadway.*

Citation: FTA Circular 810.2.2, 2010 Design Standards:402

Projected High Cost: \$639.00

Projected Low Cost: \$482.00

Possible solutions: Replace boarding area with a boarding area that is at least 60 Inches wide.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

Lindsey/Van Vleet (Eastbound) 4182

Accessible Transit Stop: Slope of boarding area is 6.7%. (20x12)

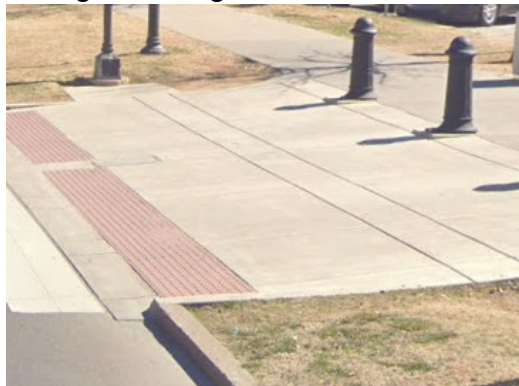
FTA Circular section **810.2.4 Slope**. *Parallel to the roadway, the slope of the bus stop boarding and alighting area shall be the same as the roadway, to the maximum extent practicable. Perpendicular to the roadway, the slope of the bus stop boarding and alighting area shall not be steeper than 1:48.*

Citation: FTA Circular 810.2.4, 2010 Design Standards: 402

Projected High Cost: \$2,361.00

Projected Low Cost: \$1,779.00

Possible solutions: Replace existing boarding area with one that has a slope < than 1:48.





City of Norman
ADA Evaluation of Transit Stops
2021 Transit ADA Transition Plan

12th SE/ Alameda 4199

Accessible Transit Stop: Alighting area pad has defects. (10x15)

FTA Circular section **810.2.1 Surface**. *Bus stop boarding and alighting areas shall have a firm, stable surface.*

Citation: FTA Circular 810.2.1, 2010 Design Standards:402

Projected High Cost: \$ 1,475.00

Projected Low Cost: \$ 1,111.00

Possible solutions: Replace alighting area pad with pad that is firm and stable.





City of Norman

ADA Evaluation of Transit Stops

2021 Transit ADA Transition Plan

Prices reflected are consistent with the FYE 2022 estimated cost analysis.

| Exterior Element: | Priority | High Cost | Low Cost |
|-------------------|----------|--------------|------------|
| Signage | 1 | Compliant | - |
| Statement | 1 | \$350.00 | \$250.00 |
| Stop # 4167 | 1 | Compliant | - |
| Stop # 4139 | 1 | Compliant | - |
| Stop # 4115 | 1 | \$1,006.00 | \$760.00 |
| Stop # 4114 | 1 | \$639.00 | \$482.00 |
| Stop # 4171 | 1 | \$983.00 | \$740.00 |
| Stop # 4216 | 1 | Stop Removed | - |
| Stop # 4213 | 1 | Remove Stop | - |
| Stop # 4205 | 1 | \$1500.00 | \$1500.00 |
| Stop # 4159 | 1 | \$443.00 | \$ 334.00 |
| Stop # 4192 | 1 | \$244.00 | \$185.00 |
| Stop # 4233 | 1 | \$4500.00 | \$3500.00 |
| Stop # 4194 | 1 | \$3099.00 | \$2325.00 |
| Stop # 4228 | 1 | \$443.00 | \$334.00 |
| Stop # 4127 | 2 | \$737.00 | \$555.00 |
| Stop # 4180 | 2 | \$23930.00 | \$19136.00 |
| Stop # 4132 | 2 | \$492.00 | \$371.00 |
| Stop # 4177 | 2 | \$492.00 | \$371.00 |
| Stop # 4140 | 2 | \$1132.00 | \$852.00 |
| Stop # 4120 | 2 | \$738.00 | \$553.00 |
| Stop # 4141 | 2 | \$393.00 | \$297.00 |

| | | | |
|-------------|---|-----------|-----------|
| Stop # 4113 | 2 | \$1325.00 | \$1112.00 |
| Stop # 4169 | 2 | \$393.00 | \$296.00 |
| Stop # 4198 | 2 | \$639.00 | \$482.00 |
| Stop # 4182 | 2 | \$2361.00 | \$1779.00 |
| Stop # 4170 | 2 | \$492.00 | \$371.00 |
| Stop # 4128 | 2 | \$492.00 | \$371.00 |
| Stop # 4189 | 2 | \$492.00 | \$371.00 |
| Stop # 4149 | 2 | \$492.00 | \$371.00 |
| Stop # 4144 | 2 | \$1878.00 | \$1538.00 |
| Stop # 4155 | 2 | \$492.00 | \$371.00 |
| Stop # 4207 | 2 | \$983.00 | \$740.00 |
| Stop # 4124 | 2 | \$738.00 | \$555.00 |
| Stop # 4152 | 2 | \$492.00 | \$371.00 |
| Stop # 4150 | 2 | \$492.00 | \$371.00 |
| Stop # 4197 | 2 | \$639.00 | \$482.00 |
| Stop # 4124 | 2 | \$738.00 | \$555.00 |
| Stop # 4129 | 2 | \$492.00 | \$371.00 |
| Stop # 4166 | 2 | \$737.00 | \$555.00 |
| Stop # 4201 | 2 | \$983.00 | \$740.00 |
| Stop # 4147 | 2 | \$492.00 | \$371.00 |

| | | | |
|-------------|---|-----------|-----------|
| Stop # 4222 | 2 | \$393.00 | \$297.00 |
| Stop # 4196 | 2 | \$393.00 | \$297.00 |
| Stop # 4176 | 2 | \$393.00 | \$297.00 |
| Stop # 4220 | 2 | \$392.00 | \$315.00 |
| Stop # 4137 | 2 | \$492.00 | \$371.00 |
| Stop # 4134 | 2 | \$786.00 | \$593.00 |
| Stop # 4130 | 2 | \$1968.00 | \$1482.00 |
| Stop # 4119 | 2 | \$639.00 | \$482.00 |
| Stop # 4183 | 2 | \$2244.00 | \$1689.00 |
| Stop # 4157 | 2 | \$4103.00 | \$3335.00 |
| Stop # 4123 | 2 | \$492.00 | \$371.00 |
| Stop # 4184 | 2 | \$492.00 | \$371.00 |
| Stop # 4185 | 2 | \$492.00 | \$371.00 |
| Stop # 4187 | 2 | \$737.00 | \$555.00 |
| Stop # 4204 | 2 | \$492.00 | \$371.00 |
| Stop # 4179 | 2 | \$983.00 | \$740.00 |
| Stop # 4135 | 2 | \$983.00 | \$740.00 |
| Stop # 4145 | 2 | Compliant | - |
| Stop # 4148 | 2 | Compliant | - |
| Stop # 4154 | 2 | \$738.00 | \$555.00 |
| Stop # 4199 | 2 | \$1475.00 | \$1110.00 |
| Stop # 4153 | 2 | \$983.00 | \$741.00 |
| Stop # 4143 | 2 | \$100.00 | \$100.00 |
| Stop # 4203 | 2 | \$492.00 | \$371.00 |
| Stop # 4161 | 2 | \$2244.00 | \$1689.00 |
| Stop # 4181 | 2 | \$639.00 | \$482.00 |
| Stop # 4151 | 2 | \$492.00 | \$371.00 |
| Stop # 4133 | 2 | \$639.00 | \$481.00 |
| Stop # 4172 | 2 | \$393.00 | \$297.00 |
| Stop # 4156 | 2 | \$2483.00 | \$2240.00 |
| Stop # 4200 | 2 | \$132.00 | \$111.00 |
| Stop # 4188 | 2 | \$492.00 | \$371.00 |
| Stop # 4122 | 2 | \$983.00 | \$740.00 |

| | | | |
|-------------|---|-----------|----------|
| Stop # 4190 | 3 | \$492.00 | \$371.00 |
| Stop # 4146 | 3 | Compliant | - |
| Stop # 4142 | 3 | Compliant | - |
| Stop # 4117 | 3 | Compliant | - |
| Stop # 4116 | 3 | Compliant | - |
| Stop # 4112 | 3 | Compliant | - |
| Stop # 4121 | 3 | Compliant | - |
| Stop # 4206 | 3 | Compliant | - |
| Stop # 4221 | 3 | Compliant | - |
| Stop # 4218 | 3 | Compliant | - |
| Stop # 4219 | 3 | Compliant | - |
| Stop # 4208 | 3 | Compliant | - |
| Stop # 4209 | 3 | Compliant | - |
| Stop # 4210 | 3 | Compliant | - |
| Stop # 4211 | 3 | Compliant | - |
| Stop # 4212 | 3 | Compliant | - |
| Stop # 4162 | 3 | Compliant | - |
| Stop # 4224 | 3 | Compliant | - |
| Stop # 4163 | 3 | Compliant | - |
| Stop # 4158 | 3 | Compliant | - |
| Stop # 4126 | 3 | Compliant | - |
| Stop # 4217 | 3 | Compliant | - |
| Stop # 4223 | 3 | Compliant | - |
| Stop # 4125 | 4 | Compliant | - |
| Stop # 4175 | 4 | Compliant | - |
| Stop # 4138 | 4 | Compliant | - |
| Stop # 4173 | 4 | Compliant | - |
| Stop # 4136 | 4 | Compliant | - |
| Stop # 4202 | 4 | Compliant | - |
| Stop # 4193 | 5 | Compliant | - |
| Stop # 3702 | 5 | Compliant | - |
| Stop # 4118 | 5 | Compliant | - |
| Stop # 4168 | 5 | Compliant | - |

| | | | |
|-------------|---|-----------|---|
| Stop # 4164 | 5 | Compliant | - |
| Stop # 4165 | 5 | Compliant | - |
| Stop # 4160 | 5 | Compliant | - |
| Stop # 4131 | 5 | Compliant | - |
| Stop # 4186 | 5 | Compliant | - |

By Priority

| | | |
|--------------|--------------------|--------------------|
| I. | High Cost | Low Cost |
| II. | \$13,207.00 | \$10,910.00 |
| III. | \$72,515.00 | \$56,642.00 |
| IV. | \$492.00 | \$371.00 |
| V. | \$0.00 | \$0.00 |
| VI. | \$0.00 | \$0.00 |
| Total | \$86,214.00 | \$67,923.00 |

| Exterior Element: | Priority | High Cost | Low Cost | Year Funded | Year Complete |
|-------------------|----------|--------------|-----------|-------------|---------------|
| Signage | 1 | Compliant | - | 2021 | 2021 |
| Statement | 1 | \$350.00 | \$250.00 | 2021 | 2021 |
| Stop # 4167 | 1 | Compliant | - | | |
| Stop # 4139 | 1 | Compliant | - | | |
| Stop # 4115 | 1 | \$1,006.00 | \$760.00 | | |
| Stop # 4114 | 1 | \$639.00 | \$482.00 | | |
| Stop # 4171 | 1 | \$983.00 | \$740.00 | | |
| Stop # 4216 | 1 | Stop Removed | - | | |
| Stop # 4213 | 1 | Remove Stop | - | | |
| Stop # 4205 | 1 | \$1500.00 | \$1500.00 | | |
| Stop # 4159 | 1 | \$443.00 | \$ 334.00 | | |
| Stop # 4192 | 1 | \$244.00 | \$185.00 | | |
| Stop # 4233 | 1 | \$4500.00 | \$3500.00 | | |
| Stop # 4194 | 1 | \$3099.00 | \$2325.00 | | |

| | | | |
|-------------|---|------------|------------|
| Stop # 4228 | 1 | \$443.00 | \$334.00 |
| Stop # 4127 | 2 | \$737.00 | \$555.00 |
| Stop # 4180 | 2 | \$23930.00 | \$19136.00 |
| Stop # 4132 | 2 | \$492.00 | \$371.00 |
| Stop # 4177 | 2 | \$492.00 | \$371.00 |
| Stop # 4140 | 2 | \$1132.00 | \$852.00 |
| Stop # 4120 | 2 | \$738.00 | \$553.00 |
| Stop # 4141 | 2 | \$393.00 | \$297.00 |
| Stop # 4113 | 2 | \$1325.00 | \$1112.00 |
| Stop # 4169 | 2 | \$393.00 | \$296.00 |
| Stop # 4198 | 2 | \$639.00 | \$482.00 |
| Stop # 4182 | 2 | \$2361.00 | \$1779.00 |
| Stop # 4170 | 2 | \$492.00 | \$371.00 |
| Stop # 4128 | 2 | \$492.00 | \$371.00 |
| Stop # 4189 | 2 | \$492.00 | \$371.00 |
| Stop # 4149 | 2 | \$492.00 | \$371.00 |
| Stop # 4144 | 2 | \$1878.00 | \$1538.00 |
| Stop # 4155 | 2 | \$492.00 | \$371.00 |
| Stop # 4207 | 2 | \$983.00 | \$740.00 |
| Stop # 4124 | 2 | \$738.00 | \$555.00 |
| Stop # 4152 | 2 | \$492.00 | \$371.00 |
| Stop # 4150 | 2 | \$492.00 | \$371.00 |
| Stop # 4197 | 2 | \$639.00 | \$482.00 |
| Stop # 4124 | 2 | \$738.00 | \$555.00 |
| Stop # 4129 | 2 | \$492.00 | \$371.00 |
| Stop # 4166 | 2 | \$737.00 | \$555.00 |
| Stop # 4201 | 2 | \$983.00 | \$740.00 |
| Stop # 4147 | 2 | \$492.00 | \$371.00 |

| | | | | | |
|-------------|---|-----------|-----------|------|------|
| Stop # 4222 | 2 | \$393.00 | \$297.00 | | |
| Stop # 4196 | 2 | \$393.00 | \$297.00 | | |
| Stop # 4176 | 2 | \$393.00 | \$297.00 | | |
| Stop # 4220 | 2 | \$392.00 | \$315.00 | 2021 | 2021 |
| Stop # 4137 | 2 | \$492.00 | \$371.00 | | |
| Stop # 4134 | 2 | \$786.00 | \$593.00 | | |
| Stop # 4130 | 2 | \$1968.00 | \$1482.00 | | |
| Stop # 4119 | 2 | \$639.00 | \$482.00 | | |
| Stop # 4183 | 2 | \$2244.00 | \$1689.00 | | |
| Stop # 4157 | 2 | \$4103.00 | \$3335.00 | | |
| Stop # 4123 | 2 | \$492.00 | \$371.00 | | |
| Stop # 4184 | 2 | \$492.00 | \$371.00 | | |
| Stop # 4185 | 2 | \$492.00 | \$371.00 | | |
| Stop # 4187 | 2 | \$737.00 | \$555.00 | | |
| Stop # 4204 | 2 | \$492.00 | \$371.00 | | |
| Stop # 4179 | 2 | \$983.00 | \$740.00 | | |
| Stop # 4135 | 2 | \$983.00 | \$740.00 | | |
| Stop # 4145 | 2 | Compliant | - | | |
| Stop # 4148 | 2 | Compliant | - | | |
| Stop # 4154 | 2 | \$738.00 | \$555.00 | | |
| Stop # 4199 | 2 | \$1475.00 | \$1110.00 | | |
| Stop # 4153 | 2 | \$983.00 | \$741.00 | | |
| Stop # 4143 | 2 | \$100.00 | \$100.00 | | |
| Stop # 4203 | 2 | \$492.00 | \$371.00 | | |
| Stop # 4161 | 2 | \$2244.00 | \$1689.00 | | |
| Stop # 4181 | 2 | \$639.00 | \$482.00 | | |
| Stop # 4151 | 2 | \$492.00 | \$371.00 | | |
| Stop # 4133 | 2 | \$639.00 | \$481.00 | | |
| Stop # 4172 | 2 | \$393.00 | \$297.00 | | |
| Stop # 4156 | 2 | \$2483.00 | \$2240.00 | | |
| Stop # 4200 | 2 | \$132.00 | \$111.00 | | |
| Stop # 4188 | 2 | \$492.00 | \$371.00 | | |
| Stop # 4122 | 2 | \$983.00 | \$740.00 | | |

| | | | |
|-------------|---|-----------|----------|
| Stop # 4190 | 3 | \$492.00 | \$371.00 |
| Stop # 4146 | 3 | Compliant | - |
| Stop # 4142 | 3 | Compliant | - |
| Stop # 4117 | 3 | Compliant | - |
| Stop # 4116 | 3 | Compliant | - |
| Stop # 4112 | 3 | Compliant | - |
| Stop # 4121 | 3 | Compliant | - |
| Stop # 4206 | 3 | Compliant | - |
| Stop # 4221 | 3 | Compliant | - |
| Stop # 4218 | 3 | Compliant | - |
| Stop # 4219 | 3 | Compliant | - |
| Stop # 4208 | 3 | Compliant | - |
| Stop # 4209 | 3 | Compliant | - |
| Stop # 4210 | 3 | Compliant | - |
| Stop # 4211 | 3 | Compliant | - |
| Stop # 4212 | 3 | Compliant | - |
| Stop # 4162 | 3 | Compliant | - |
| Stop # 4224 | 3 | Compliant | - |
| Stop # 4163 | 3 | Compliant | - |
| Stop # 4158 | 3 | Compliant | - |
| Stop # 4126 | 3 | Compliant | - |
| Stop # 4217 | 3 | Compliant | - |
| Stop # 4223 | 3 | Compliant | - |
| Stop # 4125 | 4 | Compliant | - |
| Stop # 4175 | 4 | Compliant | - |
| Stop # 4138 | 4 | Compliant | - |
| Stop # 4173 | 4 | Compliant | - |
| Stop # 4136 | 4 | Compliant | - |
| Stop # 4202 | 4 | Compliant | - |
| Stop # 4193 | 5 | Compliant | - |
| Stop # 3702 | 5 | Compliant | - |
| Stop # 4118 | 5 | Compliant | - |
| Stop # 4168 | 5 | Compliant | - |

| | | | |
|-------------|---|--------------|--------------------|
| Stop # 4164 | 5 | Compliant | - |
| Stop # 4165 | 5 | Compliant | - |
| Stop # 4160 | 5 | Compliant | - |
| Stop # 4131 | 5 | Compliant | - |
| Stop # 4186 | 5 | Compliant | - |
| | | Total | \$86,214.00 |
| | | | \$67,923.00 |

File Attachments for Item:

31. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-81: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACCEPTING THE APPORTIONMENT OF \$919,549 TO THE FEDERAL TRANSIT ADMINISTRATION'S NORMAN URBANIZED AREA THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO FORMALLY PROGRAM THE FUNDING FOR A VEHICLE WASH FACILITY.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Taylor Johnson, Transit and Parking Program Manager

PRESENTER: Shawn O'Leary, Director of Public Works

ITEM TITLE: CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-81: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ACCEPTING THE APPORTIONMENT OF \$919,549 TO THE FEDERAL TRANSIT ADMINISTRATION'S NORMAN URBANIZED AREA THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO FORMALLY PROGRAM THE FUNDING FOR A VEHICLE WASH FACILITY.

BACKGROUND:

On May 22, 2019, the Governor of Oklahoma designated the City to be the direct recipient of federal funds to be used for the provision of public transportation services effective upon the date the FTA formally approves the City eligible to receive such federal funds. On June 20, 2019, the FTA formally designated the City to be the direct recipient of such federal public transportation funds.

On March 11, 2021 the American Rescue Plan Act (ARPA) of 2021 was passed and provided a \$1.9 trillion federal relief package in response to the COVID-19 pandemic. ARPA includes \$30.5 billion in supplemental appropriations allocated to support the transit industry. Using existing Federal Transit Administration (FTA) grant programs and formulas, the Norman urbanized area was allocated \$919,549 in relief funding through ARPA. Recipients are meant to use the funding for payroll and operations, unless it can be certified that no employees have been furloughed during the pandemic.

The City has made great strides in the operations of the public transportation system since the transition from the University in July 2019. Some of those accomplishments include: no missed days of service, both during the transition and the ongoing pandemic; designed, funded, and completed construction of the facility to house the transit operations and maintenance activities; successful award of competitive grants for two battery electric buses; completion of the update to the City's long range transit plan (Go Norman Transit Plan); and the City has allocated funds and is close to securing a site for a new transit center.

While the City has been successful in securing the proper personnel and facilities to operate a professional transit system, one piece in terms of facilities is still missing: a Vehicle Wash Facility. In order to keep the buses operating efficiently and looking professional, an automatic Vehicle Wash Facility is needed. Currently, staff are utilizing a power washer to clean the exterior of the buses at night in addition to the duties of fueling and cleaning the bus interiors.

DISCUSSION:

While the Transit / Public Safety Facility was being designed on North Base, the preliminary plans of a Vehicle Wash Facility was also being discussed for the same parcel. Staff included information on the Vehicle Wash Facility project at Council's Capital Retreat on November 16, 2021 (continued discussion on November 18, 2021 at Council's Finance Committee). Not only is the Vehicle Wash Bay a transit need, but the City has no way to regularly clean the exterior of the 900 pieces of equipment, of which 500 are on-road vehicles. Having one centralized Vehicle Wash Facility and operation will allow the City's entire fleet to be cleaned regularly, which will help with maintenance and general aesthetics.

Since the Vehicle Wash Facility would be a shared use with transit and other City functions, the FTA requires grantees to propose what transit's share of the construction cost and ongoing maintenance and operations of the facility will be. Staff created a spreadsheet of how many washes each City department/division would receive weekly/monthly/annually based on need and number of vehicles. Utilizing that spreadsheet, it was determined that 32% of the annual washes would be attributable to transit. Staff discussed this with FTA staff and it was agreed that transit's share of the construction cost could be 32% (please see the attached email from FTA for documentation of their concurrence). Ongoing maintenance and operations will be covered by a per-wash fee billed to the department/division through internal service charges; thus transit would only be paying for the washes used, which FTA also found acceptable.

Preliminary cost estimates for a complete buildout of the Vehicle Wash Facility is \$1.8 million. At 32%, transit's share would be \$576,000. However, due to ongoing construction cost volatility due to the pandemic in terms of materials and inflation, staff is recommending that the entire \$919,549 be allocated to the Vehicle Wash Facility with the understanding that only 32% of the construction costs would be reimbursed by the ARPA funds for transit as agreed upon with FTA. Once the Vehicle Wash Facility is completed, any remaining funds could be reprogrammed for another public transit-related purpose.

If approved by Council, staff will work to formally program the ARPA transit funds into an FTA grant. This will ensure that as the project is completed, the City will be eligible to receive the federal funding share of the project.

RECOMMENDATION:

Staff recommends that City Council approve Resolution R-2122-81, accepting the apportionment of \$919,549 to the Federal Transit Administration's Norman urbanized area through the American Rescue Plan Act of 2021 and authorizing the City Manager or his designee to submit, execute, and file an application on behalf of the City of Norman with the United States Department of Transportation to formally program the funding for a vehicle wash facility.

R-2122-81

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN ACCEPTING THE APPORTIONMENT OF \$919,549 TO THE FEDERAL TRANSIT ADMINISTRATION'S NORMAN URBANIZED AREA THROUGH THE AMERICAN RESCUE PLAN ACT OF 2021 AND AUTHORIZING THE CITY MANAGER OR HIS DESIGNEE TO SUBMIT, EXECUTE, AND FILE AN APPLICATION ON BEHALF OF THE CITY OF NORMAN WITH THE UNITED STATES DEPARTMENT OF TRANSPORTATION TO FORMALLY PROGRAM THE FUNDING FOR A VEHICLE WASH FACILITY.

- § 1. WHEREAS, the American Rescue Plan Act (ARPA) of 2021 was passed on March 11, 2021 and provided a \$1.9 trillion federal relief package in response to the COVID-19 pandemic; and
- § 2. WHEREAS, the ARPA includes \$30.5 billion in supplemental appropriations allocated to support the transit industry; and
- § 3. WHEREAS, using existing Federal Transit Administration (FTA) grant programs and formulas, the Norman urbanized area was allocated \$919,549 in relief funding through ARPA; and
- § 4. WHEREAS, the City of Norman was designated by the Governor and recognized by the FTA as an eligible recipient of federal transit funds; and
- § 5. WHEREAS, the City proposed to program the \$919,549 in ARPA funding into an FTA grant award for a vehicle wash facility; and
- § 6. WHEREAS, the City will be reimbursed as the vehicle wash facility is completed at transit's share.

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

- § 7. THAT the City of Norman, Oklahoma, hereby accepts the apportionment of \$919,549 to the Federal Transit Administration's Norman urbanized area through the American Rescue Plan Act of 2021; and
- § 8. THAT the City of Norman, Oklahoma, authorizes the City Manager or his designee to submit, execute, and file an application on behalf of the City of Norman with the United States Department of Transportation to formally program the funding for a vehicle wash facility.

PASSED AND ADOPTED this 18th day of January, 2022.

Mayor

ATTEST:

City Clerk

From: [Lechuga, Marcos \(FTA\)](#)
To: [Taylor S. Johnson](#)
Cc: [Jason Huff](#); [Madison, Chevonne \(FTA\)](#); [Bartels, David \(FTA\)](#); [Wallace, Laura \(FTA\)](#)
Subject: RE: EXTERNAL EMAIL : ARPA Funding for Vehicle Wash Facility
Date: Monday, December 20, 2021 8:28:19 AM

Taylor,

Thank you for the information you have clarified regarding the cost of the wash facility and for the summary of the proposal below- FTA concurs with this proposal and look forward to working with the City of Norman to complete this project.

Marcos Lechuga
 General Engineer
 Federal Transit Administration, Region 6
 Fort Worth, TX
 817-978-0553

From: Taylor S. Johnson <Taylor.Johnson@NormanOK.gov>
Sent: Friday, December 17, 2021 3:00 PM
To: Lechuga, Marcos (FTA) <marcos.lechuga@dot.gov>
Cc: Jason Huff <Jason.Huff@NormanOK.gov>
Subject: RE: EXTERNAL EMAIL : ARPA Funding for Vehicle Wash Facility

CAUTION: This email originated from outside of the Department of Transportation (DOT). Do not click on links or open attachments unless you recognize the sender and know the content is safe.

Marcos,

I am emailing to summarize what was discussed on Tuesday, December 14, with you and other FTA Region VI staff. This discussion revolved around the City's desire to utilize ARPA funding to assist in constructing a City Vehicle Wash Facility.

The City created a spreadsheet with the number of washes that would be expected to be used by every City department/division. Through that spreadsheet, it was determined that transit would use 32% of the washes annually. Thus, the City proposes that transit's share of the construction would be 32%. The remaining funding would be funded through local funds.

In addition, once the Vehicle Wash Facility is complete, each department/division would pay a fee per wash. This fee would fund the ongoing maintenance and operations of the facility. So transit would only pay for the washes it uses and subsequently its share of the ongoing maintenance and operations.

With that, the City seeks FTA's concurrence that we can move forward with the intent of utilizing ARPA funding to assist in the construction of the City's Vehicle Wash Facility.

Thanks,

File Attachments for Item:

32. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC COMMITTEE TO REVIEW POTENTIAL AMENDMENTS TO THE CENTER CITY FORM BASED CODE ("CCFBC"), APPOINTING MEMBERS, AND DESIGNATING A CHAIRPERSON.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Jane Hudson

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-83: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA CREATING AN AD HOC COMMITTEE TO REVIEW POTENTIAL AMENDMENTS TO THE CENTER CITY FORM BASED CODE ("CCFBC"), APPOINTING MEMBERS, AND DESIGNATING A CHAIRPERSON.

BACKGROUND:

In a City Council Special Session on December 14, 2021, Resolution R-2122-76 was adopted which declared a Temporary Administrative Delay for six months on the acceptance of all applications for Certificates of Compliance (COC), Demolition Permits, or Center city Planned Unit Developments ("CCPUD") in the Center City Study Area of Norman, declaring possible exceptions and a procedure for administrative review and appeals process. The Center City Administrative Delay Ad Hoc Committee is being created to be part of the process of reviewing and recommending potential changes identified by Council and Staff.

DISCUSSION:

As written, the resolution appoints a committee to serve for the purposes of guidance and review on certain enumerated subjects. The committee will disband upon the earlier of that list being exhausted or the December 14, 2021 Administrative Delay's expiration.

RECOMMENDATION:

City staff forward R-2122-83 for City Council consideration.

R-2122-83

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA CREATING AN AD HOC COMMITTEE TO REVIEW
POTENTIAL AMENDMENTS TO THE CENTER CITY FORM BASED
CODE (“CCFBC”), APPOINTING MEMBERS, AND DESIGNATING A
CHAIRPERSON.

- § 1. WHEREAS, the Center City Study Area (“Center City”) is a portion of the oldest developed area within the Norman community, and a portion of that area was rezoned to the Center City Form Based Code Area (CCFBC), more specifically delineated on the attached map, effective May 23, 2017, and made subject to the Center City Project Plan December 19, 2017; and
- § 2. WHEREAS, Center City Form Based Code Area connection to the Downtown area, Campus Corner area, two historic districts, and the University of Oklahoma, make it a unique and prime location for promoting development using a form-based tool to include housing and mixed-uses that promote a walkable and “park once” environment.
- § 3. WHEREAS, the creation of Center City Form Based Code Area was a collaborative process, including a Charrette that resulted in a Center City Form Based Code setting forth the following purposes, including:
- Capitalize on public investment in existing infrastructure.
 - Stabilize and strengthen mixed-use commercial centers and residential neighborhoods.
 - Create a pedestrian-oriented and multi-modal district.
 - Promote, create, and expand housing options.
 - Ensure transit-supportive and transit-serviceable development.
 - Ensure a complementary relationship with surrounding neighborhoods.
- § 4. WHEREAS, in January of 2019, City Staff and City Council observed a “disconnect” occurring between the Center City Form Based Code vision and the development that had occurred since passage of the CCFBC. On January 29, 2019 a six-month administrative delay was implemented and an ad hoc committee convened to discuss and propose options for amendments to the CCFBC. On July 23, 2019, the City Council adopted certain amendments upon recommendation of the ad hoc committee, and the administrative delay expired upon its own terms effective July 29, 2019.
- § 5. WHEREAS, since that time, additional and remaining issues have become apparent in the CCFBC, in the form of potentially conflicting or confusing language. City Staff and City Council have encountered additional challenges in implementing the purposes of the CCFBC.

R-2122-83

- § 6. WHEREAS, as a result, a six-month administrative delay was implemented by City Council effective December 14, 2021, which administrative delay will expire by its own terms effective June 14, 2022, for the purpose of convening a new Center City Form Based Code Ad Hoc Review Committee in order to provide guidance and recommendation regarding certain potential revisions to the CCFBC.
- § 7. WHEREAS, the City of Norman would benefit from the creation of a committee for this purpose.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AS FOLLOWS:

- § 8. That, the Center City Form Base Code Ad Hoc Review Committee (“CCFBC Ad Hoc Committee”) shall be created on an ad hoc basis to provide guidance and recommendation regarding the following proposed areas of revision to the CCFBC:

Simplification of the code to make requirements clear for staff and developers, architects and designers, through (listed in no particular order, priority of Committee review to be determined by Chair):

- Side yard setbacks – lot line to lot line for the first 12 feet;
- Possible consolidation in number of frontages;
- Clarify terms and definitions and address incompatible or conflicting language or provisions;
- Consolidate and simplify code format and provisions while clarifying inter-capability with other aspects of City Code and regulations (i.e. building codes - ground floor residential/commercial, Engineering Design Criteria);
- Structure elevation, 3’ elevation/accessibility issues where applicable;
- Fully identify and define “triggers” to CCFBC applicability and better define the treatment of legacy-zoned properties (or otherwise legal nonconforming structures and uses) existing in CCFBC (as of adoption), adopting Section 208. Designed Deviations, previously removed;
- Discuss allowed signage – location, size and dimensions;
- Refine definition of “bedroom” to better respond to needs of code and to coordinate with other implicated definitions (such as Zoning Ordinance generally, CNZOD specifically, or other regulating bodies such as the County);
- The number of bedrooms allowed per unit before a Special Use is be required – now at 4;
- Increase in and provision for application of architectural requirements to ensure quality structures/properties;

R-2122-83

- Impervious lot coverage issues, and what should be allowed in terms of design and approach, coordinated with Public Works/Storm water division;
- Setback inconsistencies, including corner lot design issues, explore opportunity for pattern zoning to benefit corner lot design, including amendment to the Regulating Plan;
- Pedestrian lighting;
- Alley improvements;
- On-street parking design guideline;
- Clarification of dumpster/polycart provision and placement requirements;
- Reformulation of parking requirements:
 - To increase/decrease parking spaces required,
 - Fix the “fee in-lieu of” sections of the code;
- Amend, supplement and clarify Use Chart and relating provisions;
- Fix elements that prevent quality structures, address barriers to courtyard development;
- Potential Regulating Plan Amendment - reduce the size of CCFBC area;
- Creation of quality open space, including public spaces;
- Residential Block Face landscape requirements to promote a walkable neighborhood;
- Protection of downtown structures, including non-conforming one-story structures and existing signage.

§ 9. That, the following persons shall be appointed to the Committee: Councilmember Lee Hall, Councilmember Steven Tyler Holman, Councilmember Matthew Peacock, Keith McCabe, James Adair, Richard McKown, and Autumn McMahon.

§ 10. That, Councilmember Lee Hall shall serve as the Chair of the CCFBC Ad Hoc Committee.

§ 11. That said CCFBC Ad Hoc Committee should meet no less than once a month to fulfill this purpose, and shall disband upon completion of the tasks set forth herein, or upon expiration of the referenced current administrative delay, whichever comes first.

PASSED AND ADOPTED this _____ day of _____, 2022.

Mayor

ATTEST:

City Clerk

0 350 700 Ft.

793

File Attachments for Item:

33. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-79: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ASSIGNING CONTRACT K-8990-32 WITH HASKELL LEMON CONSTRUCTION COMPANY TO HASKELL LEMON GROUP, L.L.C., AND ASSIGNING ALL RIGHTS AND DUTIES AS "LESSEE" UNDER THE CONTRACT TO HASKELL LEMON GROUP, L.L.C.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2021

REQUESTER: Sooner Traditions, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

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

SUMMARY OF REQUEST:

The applicant is proposing development of a commercial shopping center on a 1.33-acre parcel. This development proposal requires rezoning from R-1, Single Family Dwelling District, and CO, Suburban Office Commercial District, because of requested uses and a NORMAN 2025 Land Use and Transportation Plan amendment from Low Density Residential Designation and Office Designation to Commercial Designation.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest?

Public Works worked with Gateway Consulting and SAIC to develop a redesign of the streetscape on West Lindsey Street from 24th Ave S.W. to just east of South Berry Road. Construction of the project was completed in 2017. The project was created to help spark redevelopment of West Lindsey Street in this general area.

The lot to the south of the subject property, across West Lindsey Street, 1150 West Lindsey Street, was redeveloped as a restaurant and a lot south of the restaurant was developed as an additional parking area. The lot for the parking area was rezoned from R-1, Single-Family Dwelling District, to CO, Suburban Office Commercial District, with Special Use for a parking lot with Ordinance O-1314-3. The Land Use designation was changed from Low Density Residential to Commercial on the NORMAN 2025 Land Use and Transportation Plan with Resolution R-1314-7.

With the exception of the subject property, the corners of the intersection of West Lindsey Street and South Berry Road are zoned and designated as commercial.

Is there a determination that the proposed change would not result in adverse land use or adverse traffic impacts to surrounding properties or the vicinity?

The property is already platted so a Traffic Impact Analysis (TIA) is not required. However, a Traffic Impact Analysis was submitted by the applicant to the City Traffic Engineer for review. The study showed that there will be minimal impact on the traffic in the area. There are two access points proposed for this development, one located on South Berry Rd. and one located on West Lindsey Street.

CONCLUSION:

Staff forwards this request, Resolution R-2122-31, for City Council's consideration.

At their meeting of October 14, 2021, Planning Commission recommended adoption of Resolution R-2122-31 by a vote of 5-1.

Resolution

R-2122-31

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

- § 1. WHEREAS, the Council of the City of Norman recognizes citizens' concerns about the future development of Norman; and
- § 2. WHEREAS, the City Council at its meeting of November 16, 2004, reviewed and adopted the NORMAN 2025 Land Use and Transportation Plan, with an effective date of December 16, 2004; and
- § 3. WHEREAS, Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C. have requested that the following described property be moved from the Low Density Residential Designation and placed in the Commercial Designation for the hereinafter described property, to wit:

The North 150 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

- § 4. WHEREAS, Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C. have requested that the following described property be moved from the Office Designation and placed in the Commercial Designation for the hereinafter described property, to wit:

The South 152.5 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.



Resolution R-2122-31

Page 2

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

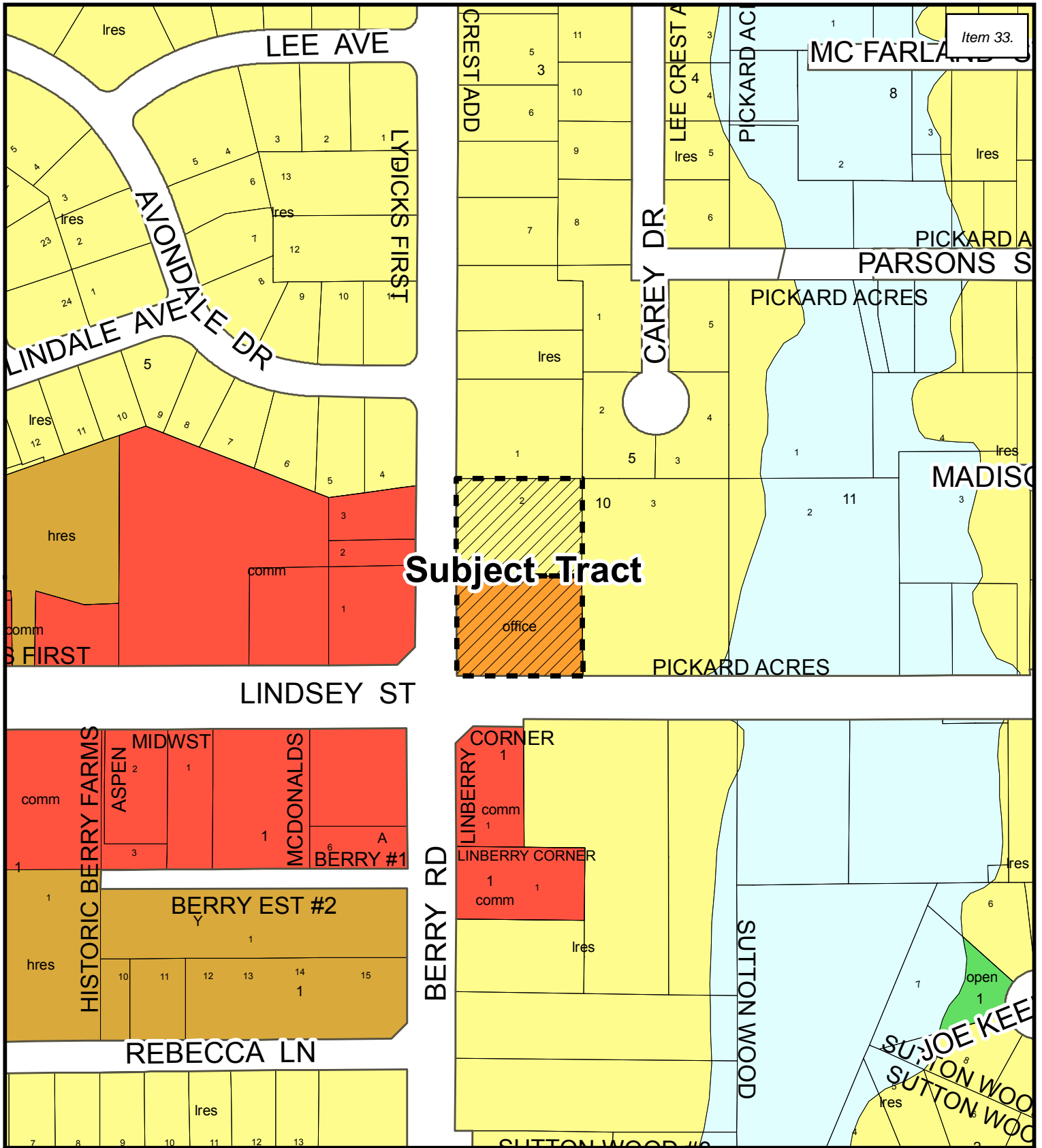
- § 5. That the Council of the City of Norman recognizes the need to control the future growth of the City of Norman; and, that after due consideration has determined that the requested amendment to the NORMAN 2025 Land Use and Transportation Plan should be adopted, and does hereby approve the requested designation.

PASSED AND ADOPTED this _____ day of _____, 2021.

(Mayor)

ATTEST:

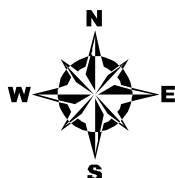
(City Clerk)



Norman 2025 Land Use Plan



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



May 5, 2020

0 100 200 Ft.

Subject Tract

Zoning

799

RESOLUTION NO. R-2122-31

ITEM NO. 2

STAFF REPORT

ITEM: Sooner Traditions, L.L.C. & Hunter Miller Family, L.L.C. request amendment of the NORMAN 2025 Land Use & Transportation Plan from Office Designation and Low Density Residential Designation to Commercial Designation for 1.33 acres of property located at the northeast corner of S. Berry Road and W. Lindsey Street (1027 & 1035 S. Berry Road).

SUMMARY OF REQUEST: The applicant is proposing development of a commercial shopping center on a 1.33-acre parcel. This development proposal requires rezoning from R-1, Single Family Dwelling District, and CO, Suburban Office Commercial District, because of requested uses and a NORMAN 2025 Land Use and Transportation Plan amendment from Low Density Residential Designation and Office Designation to Commercial Designation.

STAFF ANALYSIS: For changes in classification under the NORMAN 2025 Land Use and Transportation Plan, the following information is forwarded for consideration.

The role of the NORMAN 2025 Plan in the City's ongoing and diverse planning activities states the document must be flexible, and that it is updated and amended periodically. The Plan defines the desired land use patterns for use and development of all private sector properties. This Plan will serve as a policy guide for zoning and planning requests as they are presented to the Planning Commission and City Council.

Has there been a change in circumstances resulting from development of the properties in the general vicinity which suggest that the proposed change will not be contrary to the public interest? Public Works worked with Gateway Consulting and SAIC to develop a redesign of the streetscape on W. Lindsey Street from 24th Ave S.W. to just east of S. Berry Rd. Construction of the project was completed in 2017. The project was created to help spark redevelopment of W. Lindsey Street in this general area.

The lot to the south of the subject property, across W. Lindsey Street, 1150 W. Lindsey St., was redeveloped as a restaurant and a lot south of the restaurant was developed as an additional parking area. The lot for the parking area was rezoned from R-1, Single-Family Dwelling District, to CO, Suburban Office Commercial District, with Special Use for a parking lot with Ordinance O-1314-3. The Land Use designation was changed from Low Density Residential to Commercial on the NORMAN 2025 Land Use and Transportation Plan with Resolution R-1314-7.

With the exception of the subject property, the corners of the intersection of W. Lindsey St. and S. Berry Rd. are zoned and designated as commercial.

Is there a determination that the proposed change would not result in adverse land adverse traffic impacts to surrounding properties or the vicinity? The property is already platted so a Traffic Impact Analysis (TIA) is not required. However, a Traffic Impact Analysis was submitted by the applicant to the City Traffic Engineer for review. The study showed that there will be minimal impact on the traffic in the area. There are two access points proposed for this development, one located on S. Berry Rd. and one located on W. Lindsey St.

CONCLUSION: Staff forwards this request, Resolution No. R-2122-31, for Planning Commission's consideration.

Applicant: Sooner Traditions, LLC

Project Location: 1027 & 1035 S. Berry Road

Case Number: PD21-23

Time: 5:30 p.m.

Applicant/Representative

Gunner Joyce, Rieger Law, PLLC

Sean Rieger, Rieger Law, PLLC

Attendees

Robert Castleberry

John Cornwell

Michelle Nehrenz

Councilmember Hall

Dennis Yarbrow

Susan Meyer

Councilmember Nash

Stephen Maple

Dana Drury

James Akey

Elizabeth Gohl

Mindy Wood, Kevin Potts

City Staff

Brevin Ghoram, Planner I

Jane Hudson, Director, Planning & Community Development

Beth Muckala, Assistant City Attorney

Heather Poole, Assistant City Attorney

Ken Danner, Subdivision Development Manager

Application Summary

The applicant seeks to rezone the properties to facilitate the operation of a commercial development on the subject properties. The applicant seeks to rezone to a SPUD, Simple Planned Unit Development. The updated site plan is submitted with this application. The building is brought forward of the lot, 25' setback, increased north setback, created a buffer, lighting ordinance in place, photometric plan, access points away from corner and a single-story structure.

Neighbor's Comments/Concerns/Responses

- City denied access to the property on the west side of Berry, why?
 - (City staff responded – we will have to research as we are not familiar with that request.)
- This is the third time the application has been submitted - 2015, 2020 and 2021, why is this allowed to be submitted again?

- (City staff responded - an applicant has the right to submit an application to rezone/develop property. Council ultimately votes on the application.)
- Traffic backs up on Berry Road – this will create more traffic.
- Will there be a traffic study?
 - (Applicant's representative responded - a traffic consultant has been hired.)
- Concern with access on Lindsey or people turning into the site from Lindsey – this will create traffic congestion.
- Berry is a residential street.
- If the zoning is C-1, SPUD, then the uses can be anything.
- Neighbors fear commercial creep into neighborhood.
- Abundance of commercial property on Lindsey so go there – don't buy residential and convert to commercial.
- Will this SPUD be the same uses as previously submitted?
 - (Applicant's representative responded - possibly, not finalized at this point.)

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

OCTOBER 14, 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 14th day of October, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Erin Williford
Steven McDaniel
Erica Bird
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Nouman Jan
Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Roné Tromble, Recording Secretary
Todd McLellan, Development Engineer
Heather Poole, Asst. City Attorney
Jami Short, Traffic Engineer

* * *

Item No. 2, being:

R-2122-31 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM OFFICE DESIGNATION AND LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Summary

and

Item No. 3, being:

O-2122-15 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, AND CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-D
4. Transportation Impacts
5. Revised Traffic Impact Analysis
6. Pre-Development Summary
7. Protest & Support Map – October 6, 2021
8. Protests & Supports received by October 6, 2021

PRESENTATION BY STAFF:

1. Ms. Lora Hoggatt presented the staff report. Protest letters were received on this item, which represented 12.5% of the notification area. Support letters were received which represented 17.8% of the notification area.

PRESENTATION BY THE APPLICANT:

1. Mr. Sean Rieger, Rieger Law Group, representing the applicant

AUDIENCE PARTICIPATION:

1. Mr. Jim Akey, 819 Carey Drive, spoke in opposition
2. Mr. David Nehrenz, 902 Carey Drive, spoke in opposition
3. Ms. Roxana Meyer, 1202 W. Brooks Street, spoke in opposition
4. Ms. Michelle Nehrenz, 906 Carey Drive, spoke in opposition
5. Ms. Gabrielle Mandeville, 905 Carey Drive, spoke in opposition
6. Mr. Dan Mains, 1128 W. Brooks Street, spoke in opposition
7. Ms. Lara Souza, 823 Carey Drive, spoke in opposition
8. Mr. Dennis Yarbro, 803 S. Berry Road, spoke in opposition
9. Ms. Susan Meyer, 808 Carey Drive, spoke in opposition
10. Mr. Steve Maple, 951 S. Berry Road, spoke in opposition
11. Mr. Kevin Connywerdy, 1132 W. Brooks Street, spoke in opposition
12. Ms. Nolita Morgan, 1027 Madison Street, spoke in opposition

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Chair Erica Bird made comments
2. Commissioner Michael Jablonski made comments
3. Mr. Sean Rieger responded to a question
4. Commissioner Erin Williford made comments

5. Commissioner Dave Boeck made comments
6. Chair Erica Bird made comments

Michael Jablonski moved to recommend adoption of Resolution No. R-2122-31 and Ordinance No. O-2122-15 to City Council. Erin Williford seconded the motion.

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

| | |
|----------------|---|
| YEAS | Erin Williford, Steven McDaniel, Erica Bird, Dave Boeck, Michael Jablonski |
| NAYES | Sandy Bahan |
| MEMBERS ABSENT | Nouman Jan, Lark Zink |

The motion, to recommend adoption of Ordinance No. O-2122-14 and PP-2122-5 to City Council, passed by a vote of 5-1.

* * *

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Sooner Traditions, L.L.C.

PRESENTER: Jane Hudson, Director of Planning & Community Development

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

SYNOPSIS: The applicant, Sooner Traditions, L.L.C., is requesting to rezone the subject tract from R-1, Single Family Dwelling District (1027 S. Berry Rd.), and CO, Suburban Office Commercial District (1035 S. Berry Rd.), to SPUD, Simple Planned Unit Development District to allow for a commercial shopping center. The site consists of one lot on 1.33 acres. The proposed development will follow a site plan and a SPUD Narrative; see attached. The applicant is requesting a SPUD; the SPUD will establish limitations on building area and height and requirements for tree replacement. Through the SPUD Narrative the applicant is limiting the building height to no more than one story, maximum impervious area for the lot is 65%, and there are replacement guidelines for removal of mature trees.

HISTORY: This site was subdivided by warranty deed many years ago; legally this property is one lot with two zonings. The north portion, 1027 S. Berry Rd., has been zoned R-1, Single-Family Dwelling District, since February 22, 1955. The south portion, 1035 S. Berry Rd. was rezoned to CO, Suburban Office Commercial, on July 7, 1981. The City has received applications to rezone/redevelopment this property previously, however, nothing has been approved to date.

ZONING ORDINANCE CITATION:

SEC 420.05 – SIMPLE PLANNED UNIT DEVELOPMENTS

General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition, the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The subject property currently has two zoning designations. The north portion, 1027 S. Berry Rd. is zoned R-1, Single Family Dwelling District. This district allows mainly for single family dwelling units with some accessory uses. The south portion, 1035 S. Berry Rd., is zoned CO, Suburban Office Commercial District. This district allows for institutional and commercial activities that require separate buildings surrounded by landscaped yards and open area near residential neighborhoods. Neither of these zoning districts allow for retail sales or restaurant uses.

ANALYSIS: The particulars of this SPUD include:

USE: The property may be utilized for any of the uses listed in Exhibit B. The applicant intends to build a commercial retail center on the property.

OPEN SPACE/LANDSCAPING: The SPUD Narrative states the impervious area for the property will not exceed 65% of the lot, which is the maximum allowed for residential developments. The City's commercial zoning districts do not have maximum coverage allowance. The applicant is proposing a minimum 25' landscape buffer along the south and west property lines, a minimum 20' landscape buffer along the north property line and a minimum 16' landscape buffer along the east property line. The applicant is also proposing to use low impact development techniques (LIDs) and best management practices (BMPs) to develop the site. These are shown on the Stormwater Enhancement Diagram, Exhibit D. The SPUD Narrative discusses tree preservation and states the applicant will plant two trees, minimum two-inch caliper, should any one mature tree need to be removed.

PARKING: The submitted site plan shows 55 parking spaces. With the recently proposed change in the parking requirements from "Required" to "Recommended," there may be no parking requirements for this site. If the proposed change is adopted by City Council, the site should still provide adequate parking for the proposed facility. The site plan submitted shows the location of the bike racks; they are planned to be installed over impervious pavers.

SITE PLAN/ACCESS: The applicant is proposing a building to be situated on the southwest corner of the property. The building is proposed at a 25' setback from the west and south property lines and a 90' setback from the north property line. The east side of the building will follow a 45' setback. As shown on the proposed site plan, the building is located in excess of 90' from the east property line. The parking for the development is along the north and east sides of the property. The dumpster is located on the southeast side of the property, just west of the proposed access point off W. Lindsey St. There are two proposed access points – one off W. Lindsey St. on the southeast side of the property and one off S. Berry Rd. on the northwest side of the property. The W. Lindsey St. access point will be a right-in, right-out, as shown on the site plan. A 5' sidewalk is required along S. Berry Rd. There is an existing sidewalk along W. Lindsey St.

SIGNAGE: The SPUD Narrative states that all signage will be in conformance with the City's Sign Code as is applicable for district regulations of commercial zoning.

FENCING: The SPUD Narrative states there will be a 6' wood privacy fence along the northern and eastern boundaries of the property.

HEIGHT: The SPUD Narrative states the height of the proposed building is restricted to one story and will have a pitched roof to conceal all mechanical equipment.

LIGHTING: All exterior lighting will conform to the City of Norman Commercial Outdoor Lighting Standards, which require full cut-off fixtures and any light poles installed within 25' of a residential

property line or public right-of-way may not exceed 20' in height. The Commercial Outdoor Lighting Standards state, all applications for building permits subject to this section which exceed 7,500 square feet of new construction in an Office category, or 5,000 square feet of new construction for all other categories of use within this section, and involve the installation of new outdoor lighting shall include a photometric plan with estimated footcandles at ten feet beyond all property boundaries that are adjacent or across the street from single or two-family residential zones or uses.

OTHER AGENCY COMMENTS:

PREDEVELOPMENT: PD21-23, June 24, 2021

Neighbors fear this development will create commercial creep into the existing neighborhoods. They are also concerned about increased traffic. Please see the attached Predevelopment summary for all concerns and comments.

PUBLIC WORKS: The property is platted and all rights-of-way and easements have been dedicated. All public improvements are installed and accepted. Stormwater will continue to sheet flow to the south and west across the site as it has historically. Low Impact Development Techniques such as bio-retention swales, rain gardens, flow through planters, and tree wells will be utilized to increase storm water infiltration and water quality.

TRAFFIC: Please see the Traffic Engineer's analysis of this proposal in the agenda packet.

CONCLUSION: Staff forwards this request and Ordinance O-2122-15 for the City Council's consideration.

At their meeting of October 14, 2021, Planning Commission recommended adoption of Ordinance No. O-2122-15 by a vote of 5-1.

O-2122-15

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE THE NORTH ONE HUNDRED FIFTY (150) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE R-1, SINGLE FAMILY DWELLING DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT, AND TO REMOVE THE SOUTH ONE HUNDRED FIFTY-TWO AND ONE-HALF (152.5) FEET OF LOT TWO (2), BLOCK TEN (10), OF PICKARD ACRES ADDITION, TO NORMAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, AND PLACE SAME IN THE SPUD, SIMPLE PLANNED UNIT DEVELOPMENT DISTRICT; AND PROVIDING FOR THE SEVERABILITY THEREOF. (1027 and 1035 South Berry Road)

- § 1. WHEREAS, Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C., the owners of the hereinafter described property, have made application to have the subject property removed from the R-1, Single Family Dwelling District and the CO, Suburban Office Commercial District, and placed in the SPUD, Simple Planned Unit Development District; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such rezoning; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such rezoning.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the R-1, Single Family Dwelling District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

Ordinance No. O-2122-15

Page 2

The North 150 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

- § 5. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to remove the following described property from the CO, Suburban Office Commercial District and place the same in the SPUD, Simple Planned Unit Development District, to wit:

The South 152.5 feet of Lot Two (2), in Block Ten (10), of Pickard Acres Addition, to the City of Norman, Cleveland County, Oklahoma, according to the recorded plat thereof.

- § 6. Further, pursuant to the provisions of Section 22:420.05 of the Code of the City of Norman, as amended, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with the SPUD Narrative and the Site Development Plan, approved by the Planning Commission on October 14, 2021, and supporting documentation submitted by the applicant and approved by the Planning Commission, and made a part hereof.

- § 7. 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)

**1027 AND 1035 S. BERRY ROAD
NORMAN OK**

SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

SOONER TRADITIONS L.L.C.

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted August 2, 2021
Revised November 2, 2021

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/EXISTING PROPERTY CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Utility Services
- E. Fire Protection Services
- F. Traffic Circulation and Access
- G. Fencing

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permitted Uses
- B. Area Regulations
- C. Open Space
- D. Traffic Access, Circulation, Sidewalks
- E. Landscaping/Tree Preservation
- F. Signage
- G. Lighting
- H. Fencing
- I. Height
- J. Parking
- K. Exterior Materials

EXHIBITS

- A. Site Development Plan
- B. Allowable Uses
- C. Open Space Diagram
- D. Stormwater Enhancement Diagram

I. INTRODUCTION

This Simple Planned Unit Development (the “**SPUD**”) is being submitted for the property located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, OK (the “**Property**”). The Property consists of one platted lot that was subdivided through different zoning requests over time. This request seeks to return the zoning classification and use of the Property back to a one single platted lot. Currently, the south half of the Property is zoned CO, Suburban Office Commercial District, and the north half is zoned R-1, Single-Family Dwelling District. However, the properties on all three other corners of the Lindsey Street and Berry Road intersection are all NORMAN 2025 Planned Commercial, and zoned C-1 or C-2 Commercial districts. The Applicant seeks to develop a small-scale commercial center that incorporates C-1 Local Commercial District allowable uses as more particularly detailed on **Exhibit B**. In keeping with the intent and spirit of the City of Norman’s C-1 Zoning Ordinance, this request is intended to provide zoning for the conduct of uses that meet the regular needs and for the convenience of the people of adjacent residential areas.

II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Property is located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, Oklahoma. The Berry Road and Lindsey Street intersection is a section line intersection featuring a combined daily traffic count (per ACOG) of almost 27,000 vehicles per day.

B. Existing Land Use and Zoning

The south half of the Property is currently zoned CO, Suburban Office Commercial District and the north half of the Property is zoned R-1, Single-Family Dwelling District. The south half of the Property is currently designated on NORMAN 2025 as Office and the north half of the Property is designated Low Density Residential. As noted above, all other corners of the Lindsey Street and Berry Road intersection are NORMAN 2025 Planned Commercial, and zoned C-1, Local Commercial or C-2, General Commercial.

C. Elevation and Topography; Drainage

The Property is developed with two older residential structures and gently slopes southwest. No portion of the Property is in the FEMA 100-year flood plain or the WQPZ. A drainage report has been conducted for the Property and provided to City Staff for review.

D. Utility Services

The necessary utility services for this project are already located on or near the Property as this is an already developed location.

E. Fire Protection Services

Fire protection services are as provided by the City of Norman Fire Department and per the City of Norman regulations for such. If required, fire hydrants will be installed on or near the Property in compliance with the applicable provisions of Norman's fire and building codes.

F. Traffic Circulation and Access

There are currently three access points on South Berry Road for the Property.

G. Fencing

The Property currently has no boundary fencing.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed as depicted on the Site Development Plan, attached hereto as **Exhibit A**. The exhibits attached hereto are incorporated herein by reference. The Property shall be developed in conformance with the Site Development Plan, subject to final design development and the changes allowed by Section 22.420.05(11) of the City of Norman's SPUD Ordinance, as may be amended from time to time.

A. Uses Permitted

It is the intent of this SPUD to allow the Property to incorporate in, and provide for, the allowable uses provided under the City of Norman's C-1, Local Commercial District. An exhaustive list of the allowable uses for the Property is attached hereto as **EXHIBIT B**.

B. Area Regulations

North Setback: There shall be a ninety (90') foot building setback from the North property line.

South Setback: There shall be a twenty-five (25') foot building setback from the South property line.

East Setback: There shall be a forty-five (45') foot building setback from the East property line.

West Setback. There shall be a twenty-five (25') foot building setback from the West property line.

The building setbacks enumerated herein shall be applicable to vertical habitable or occupiable structures.

C. Open space and green space

The development of the Property will feature open space and green space areas, as illustrated on the Open Space Diagram, attached hereto as **Exhibit C**. The impervious area for the Property shall not exceed 65%. There shall be a minimum twenty-five (25') foot landscape buffer along the South and West property lines, a minimum twenty (20') foot landscape buffer along the North property line, and a minimum sixteen (16') foot landscape buffer along the East property line. Notwithstanding the foregoing, minor improvements, such as, but not limited to, the patio area, pedestrian bike access path, architectural benches and features, and/or a paved walkway around the building, may encroach within the landscape buffers to the South and West of the building. Additionally, the Applicant will utilize low impact development techniques ("LIDs") and best management practices ("BMPs") in the development of the Property. Examples of potential LIDs and BMPs that may be utilized on the Property are indicated on the Stormwater Enhancement Diagram, attached hereto as **Exhibit D**. The locations and types of LIDs and BMPs are subject to modification during final site development.

D. Traffic access/circulation/sidewalks

There are currently three access points on South Berry Road for the Property, which as noted above is currently being used as if it were two separate lots. The Applicant proposes removing two of those access points, relocating one of them farther north, and providing a new access point on Lindsey Street. New sidewalks would be installed along Berry Road frontage. The access point from Lindsey Street shall be restricted access of right in, right out only. The Applicant has provided a Traffic Impact Analysis discussing the proposed development to City Staff.

E. Landscaping/Tree Preservation

Trees shall be preserved by the Applicant, when possible, to fit the proposed site plan. If the Applicant needs to remove a mature tree in order to facilitate the development of the Property per the site plan, the Applicant shall plant two (2) trees, minimum two-inch caliper, on the Property, in a location to be determined by the Applicant. Additionally, no trees located within the public right of ways, will be removed by the Applicant unless one or more of the following circumstances apply: (i) a tree needs to be removed or altered in order to comply with Norman's City Ordinances, as amended from time to time; (ii) a tree(s) needs to be removed to allow for installation of the new sidewalk and entry drive approaches, utility installation, bus stop changes, or other infrastructure modifications; or (iii) a tree is

a dangerous tree or diseased or infected tree as defined in Article X of Chapter 10 of the City of Norman's Code of Ordinances, as amended from time to time.

F. Signage

Signage will comply with the City of Norman's commercial signage ordinances applicable to Norman's C-1, Local Commercial District, as may be amended from time to time.

G. Lighting

The Applicant shall meet the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time.

H. Fencing

The Property currently has no boundary fencing. The Property will feature a six (6') foot wood privacy boundary fence along the North and East boundaries of the Property, provided that the fence may commence at the South setback line on the East boundary of the Property.

I. Height

Height shall be restricted to no more than one (1) story for all building structures.

J. Parking

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time. Additionally, bike racks will be provided on the Property to encourage and support multi-modal transportation to and from the development.

K. Exterior Materials

The exterior materials of the building to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination thereof.

EXHIBIT A
Site Development Plan

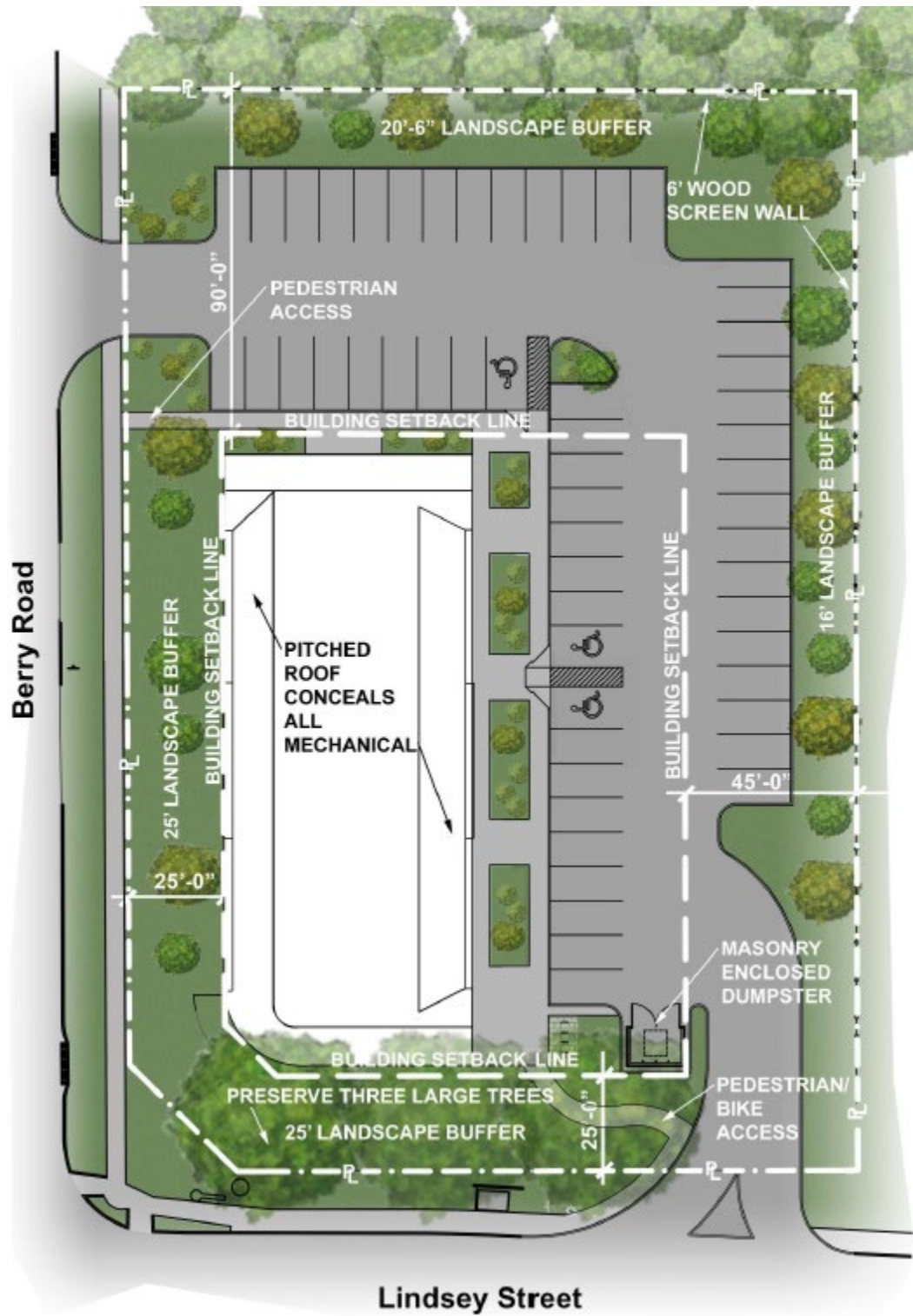


EXHIBIT B

Allowable Uses

Commercial Uses:

(for purposes of familiarity, this list is based on the City of Norman's C-1, Local Commercial District. In the event of any ambiguity or conflict between the City of Norman's C-1, Local Commercial District Ordinance and this list, this list shall control)

- Apartment Hotel.
- Antique shop.
- Appliance Store.
- Art Gallery.
- Artist materials supply or studio.
- Assembly Halls of non-profit corporations.
- Automobile parking lots.
- Automobile supply store.
- Baby store.
- Bakery goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child care establishment.
- Churches.
- Clothing or apparel store.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning and/or Laundry Plant with no more than three (3) dry cleaning machines and/or Laundry Pick-up Station.
- Dry goods store.
- Fabric or notion store.
- Florist.
- Furniture Store.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Hotel or motel.
- Interior decorating store.
- Jewelry shop.

- Key shop.
- Leathergoods shop.
- Libraries.
- Medical Marijuana Dispensary, as allowed by state law.
- Museums.
- Music Conservatories.
- Messenger or telegraph service.
- Office business.
- Painting and decorating shop.
- Pet shop.
- Pharmacy.
- Photographer's studio.
- Radio and television sales and service.
- Restaurant. A restaurant may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail spirits store.
- Self service laundry.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Tailor Shop.
- Trade schools and schools for vocational training.
- Theaters (excluding drive-in theaters), including one that sells alcoholic beverages in compliance with state law.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.

EXHIBIT C

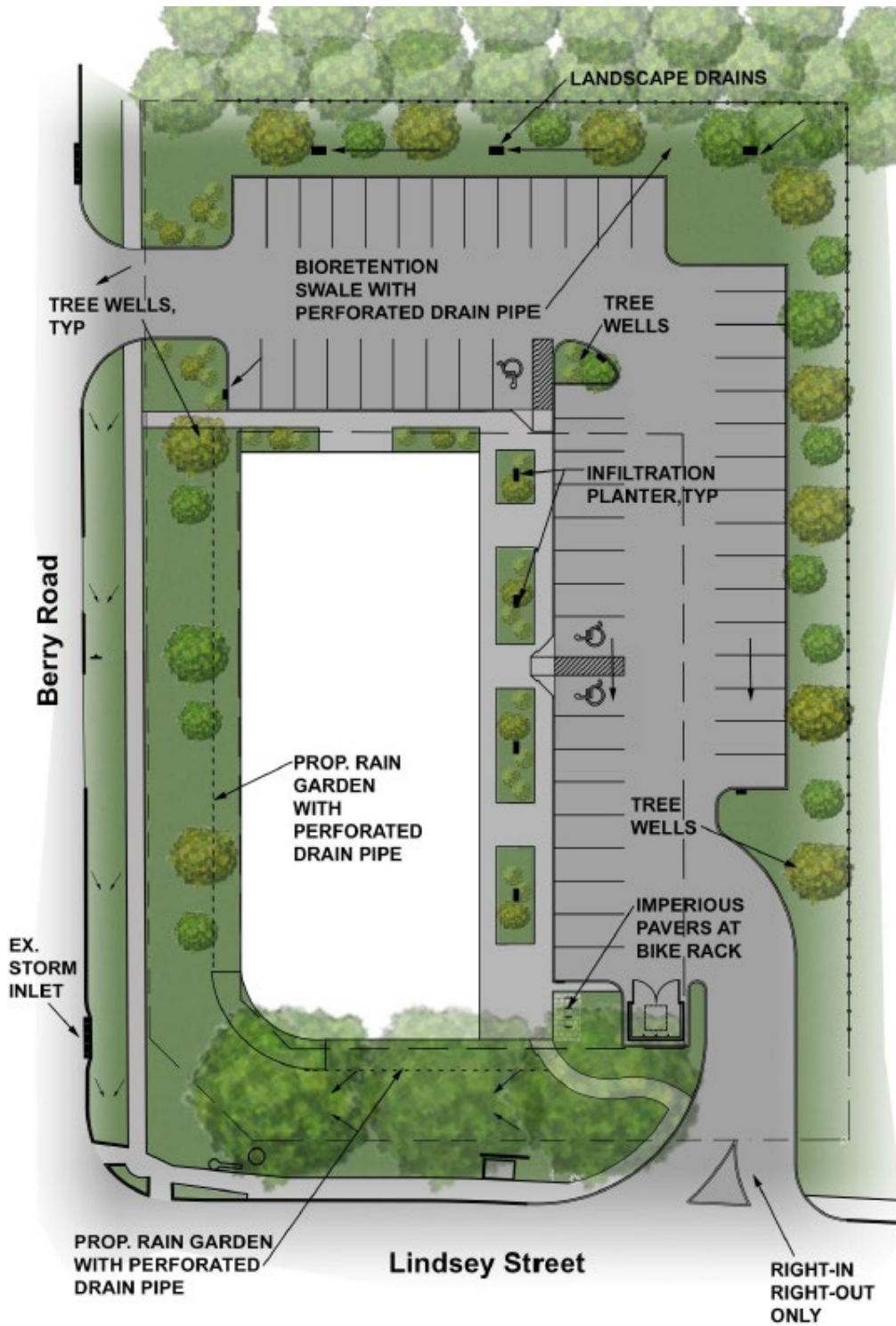
OPEN SPACE DIAGRAM



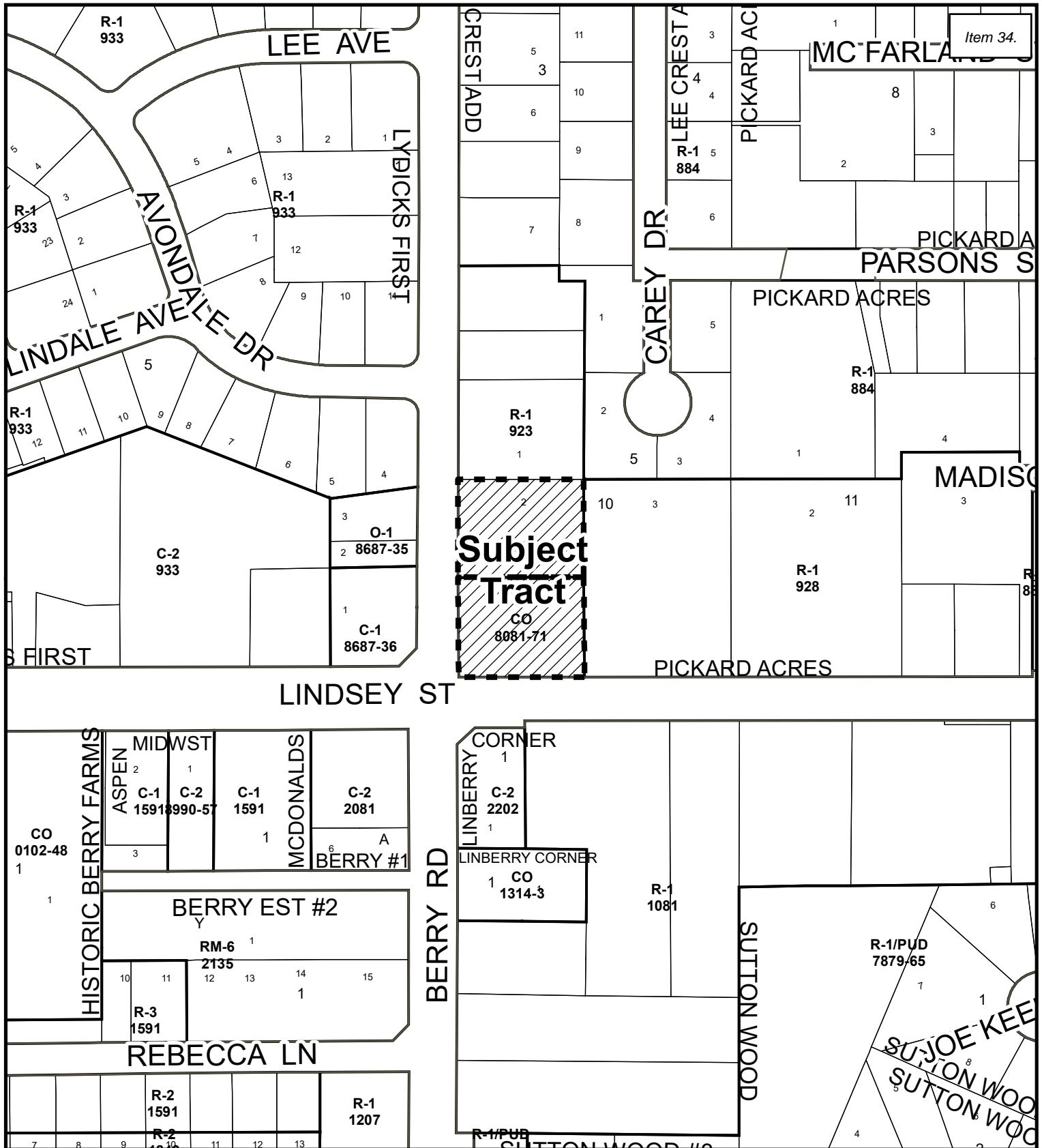
Open Space Diagram

EXHIBIT D

STORMWATER ENHANCEMENT DIAGRAM



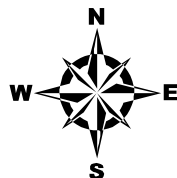
Stormwater Enhancements



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

0 100 200 Ft.



Subject Tract



Zoning

825

ORDINANCE NO. O-2122-15

ITEM NO. 3

STAFF REPORT**GENERAL INFORMATION**

| | |
|----------------------|--|
| APPLICANT | Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C. |
| REQUESTED ACTION | Rezoning to SPUD, Simple Planned Unit Development |
| EXISTING ZONING | R-1, Single Family Dwelling District, and CO, Suburban Office Commercial District |
| SURROUNDING ZONING | North: R-1, Single Family Dwelling District East: R-1, Single Family Dwelling District South: C-2, General Commercial District and R-1, Single Family Dwelling District West: O-1, Office Institutional District and C-1, Local Commercial District |
| LOCATION | 1027 & 1035 South Berry Road |
| SIZE | 1.33 acres, more or less |
| PURPOSE | Commercial Retail Center |
| EXISTING LAND USE | Vacant Residential and Office |
| SURROUNDING LAND USE | North: Residential East: Vacant South: Commercial and Residential West: Commercial |

SYNOPSIS: The applicant, Sooner Traditions, L.L.C. is requesting to rezone the subject tract from R-1, Single Family Dwelling District (1027 S. Berry Rd.), and CO, Suburban Office Commercial District (1035 S. Berry Rd.), to SPUD, Simple Planned Unit Development District to allow for a commercial shopping center. The site consists of one lot on 1.33 acres. The proposed development will follow a site plan and a SPUD Narrative; see attached. The applicant is requesting a SPUD; the SPUD will establish limitations on building height and

requirements for tree replacement. The applicant is limiting the building height to no more than one story and establishing replacement guidelines for removal of mature trees.

HISTORY: This site was subdivided by warranty deed many years ago; legally this area is one lot with two zonings. The north portion, 1027 S. Berry Rd., has been zoned R-1, Single-Family Dwelling District, since February 22, 1955. The south portion, 1035 S. Berry Rd. was rezoned to CO, Suburban Office Commercial, on July 7, 1981. The City has received applications to rezone/redevelopment this property previously, however, nothing has been approved to date.

ZONING ORDINANCE CITATION: SEC 420.05 – SIMPLE PLANNED UNIT DEVELOPMENTS

General Description. The Simple Planned Unit Development referred to as SPUD, is a special zoning district that provides an alternate approach to the conventional land use controls and to a PUD, Planned Unit Development to maximize the unique physical features of a particular site and produce unique, creative, progressive, or quality land developments.

The SPUD may be used for particular tracts or parcels of land that are to be developed, according to a SPUD Narrative and a Development Plan Map and contains less than five (5) acres.

The SPUD is subject to review procedures by Planning Commission and adoption by City Council.

Statement of Purpose. It is the intent of this section to encourage developments with a superior built environment brought about through unified development and to provide for the application of design ingenuity in such developments while protecting existing and future surrounding areas in achieving the goals of comprehensive plan of record. In addition the SPUD provides for the following:

Encourage efficient, innovative use of land in the placement and/or clustering of buildings in a development and protect the health, safety and welfare of the community.

Contribute to the revitalization and/or redevelopment of areas where decline of any type has occurred. Promote infill development that is compatible and harmonious with adjacent uses and would otherwise not be an area that could physically be redeveloped under conventional zoning.

Maintain consistency with the City's Zoning Ordinance, and other applicable plans, policies, standards and regulations on record.

Approval of a zone change to a SPUD adopts the Master Plan prepared by the applicant and reviewed as a part of the application. The SPUD establishes new and specific requirements for the amount and type of land use, residential densities, if appropriate, development regulations and location of specific elements of the development, such as open space and screening.

EXISTING ZONING: The subject property currently has two zoning designations. The north portion, 1027 S. Berry Rd. is zoned R-1, Single Family Dwelling District. This district allows mainly for single family dwelling units with some accessory uses. The south portion, 1035 S. Berry Rd., is zoned CO, Suburban Office Commercial District. This district allows for institutional and commercial activities that require separate buildings surrounded by landscaped yards and

open area near residential neighborhoods. Neither of these zoning districts allow for retail or restaurant uses.

ANALYSIS: The particulars of this SPUD include:

USE: The property may be utilized for any of the uses listed in Exhibit B. The applicant intends to build a commercial retail center on the property.

OPEN SPACE/LANDSCAPING: The SPUD Narrative states the impervious area for the property will not exceed 65% of the lot, which is the maximum allowed for residential developments. The City's commercial zoning districts do not have maximum coverage allowance. The applicant is proposing a 10' landscape buffer along the south, east, and west property lines and a 20' landscape buffer along the north property line. The applicant is also proposing to use low impact development techniques (LIDs) and best management practices (BMPs) to develop the site. These are shown on the Stormwater Enhancement Diagram, Exhibit D. The SPUD Narrative discusses tree preservation and states the applicant will plant two trees, minimum two-inch caliper, should any one mature tree need to be removed.

PARKING: The submitted site plan shows 55 parking spaces. With the recently proposed change in the parking requirements from "Required" to "Recommended," there may be no parking requirements for this site. If the proposed change is adopted by City Council, the site should provide adequate parking for the proposed facility.

SITE PLAN/ACCESS: The applicant is proposing a building to be situated on the southwest corner of the property. The building is proposed at a 25' setback from the west and south property lines and a 90' setback from the north property line. The east side of the building will follow a 45' setback. The parking for the development is along the north and east sides of the property. The dumpster is located on the southeast side of the property, just west of the proposed access point off W. Lindsey St. There are two proposed access points – one off W. Lindsey St. on the southeast side of the property and one off S. Berry Rd. on the northwest side of the property. The W. Lindsey St. access point will be a right-in, right-out, as shown on the site plan. A 5' sidewalk is required along S. Berry Rd. There is an existing sidewalk along W. Lindsey St.

SIGNAGE: The SPUD Narrative states that all signage will be in conformance with the City's Sign Code as is applicable for district regulations of commercial zoning.

FENCING: The SPUD Narrative states there will be a 6' wood privacy fence along the northern and eastern boundaries of the property.

HEIGHT: The SPUD Narrative states the height of the proposed building is restricted to one story.

LIGHTING: All exterior lighting will conform to the City of Norman Commercial Outdoor Lighting Standards, which require full cut-off fixtures and any light poles installed within 25' of a residential property line or public right-of-way may not exceed 20' in height. The Commercial Outdoor Lighting Standards state, all applications for building permits subject to this section which exceed 7,500 square feet of new construction in an Office category, or 5,000 square feet of new construction for all other categories of use within this section, and involve the installation of new outdoor lighting shall include a photometric plan with estimated footcandles at ten feet beyond all property boundaries that are adjacent or across the street from single or two-family residential zones or uses.

OTHER AGENCY COMMENTS:**PREDEVELOPMENT: PD21-23, June 24, 2021**

Neighbors fear this development will create commercial creep into the existing neighborhoods. They are also concerned about increased traffic. Please see the attached Predevelopment summary for all concerns and comments.

PUBLIC WORKS: The property is platted and all rights-of-way and easements have been dedicated. All public improvements are installed and accepted. Stormwater will continue to sheet flow to the south and west across the site as it has historically. Low Impact Development Techniques such as bioretention swales, rain gardens, flow through planters, and tree wells will be utilized to increase storm water infiltration and water quality.

TRAFFIC: Please see the Traffic Engineer's analysis of this proposal in the agenda packet.

CONCLUSION: Staff forwards this request and Ordinance No. O-2122-15 for the Planning Commission's consideration.

Applicant: Sooner Traditions, LLC

Project Location: 1027 & 1035 S. Berry Road

Case Number: PD21-23

Time: 5:30 p.m.

Applicant/Representative

Gunner Joyce, Rieger Law, PLLC

Sean Rieger, Rieger Law, PLLC

Attendees

Robert Castleberry

John Cornwell

Michelle Nehrenz

Councilmember Hall

Dennis Yarbrow

Susan Meyer

Councilmember Nash

Stephen Maple

Dana Drury

James Akey

Elizabeth Gohl

Mindy Wood, Kevin Potts

City Staff

Brevin Ghoram, Planner I

Jane Hudson, Director, Planning & Community Development

Beth Muckala, Assistant City Attorney

Heather Poole, Assistant City Attorney

Ken Danner, Subdivision Development Manager

Application Summary

The applicant seeks to rezone the properties to facilitate the operation of a commercial development on the subject properties. The applicant seeks to rezone to a SPUD, Simple Planned Unit Development. The updated site plan is submitted with this application. The building is brought forward of the lot, 25' setback, increased north setback, created a buffer, lighting ordinance in place, photometric plan, access points away from corner and a single-story structure.

Neighbor's Comments/Concerns/Responses

- City denied access to the property on the west side of Berry, why?
 - (City staff responded – we will have to research as we are not familiar with that request.)
- This is the third time the application has been submitted - 2015, 2020 and 2021, why is this allowed to be submitted again?

- (City staff responded - an applicant has the right to submit an application to rezone/develop property. Council ultimately votes on the application.)
- Traffic backs up on Berry Road – this will create more traffic.
- Will there be a traffic study?
 - (Applicant's representative responded - a traffic consultant has been hired.)
- Concern with access on Lindsey or people turning into the site from Lindsey – this will create traffic congestion.
- Berry is a residential street.
- If the zoning is C-1, SPUD, then the uses can be anything.
- Neighbors fear commercial creep into neighborhood.
- Abundance of commercial property on Lindsey so go there – don't buy residential and convert to commercial.
- Will this SPUD be the same uses as previously submitted?
 - (Applicant's representative responded - possibly, not finalized at this point.)



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: October 5, 2021

CONDUCTED BY: Jami L. Short, P.E.
City Traffic Engineer

PROJECT NAME: Sooner Traditions SPUD

PROJECT TYPE: Commercial SPUD

Owner: Sooner Traditions LLC & Hunter Miller Family, LLC

Developer's Representative: Rieger Law Group PLLC

Developer's Traffic Engineer: Traffic Engineering Consultants, Inc. (TEC)

SURROUNDING ENVIRONMENT (Streets, Developments)

The areas surrounding this site are generally commercial to the west and south and low density residential to the north and floodplain to the east. The development will connect to Berry Road to the west and Lindsey Street to the south.

ALLOWABLE ACCESS:

The access will be in accordance with Section 4018 of the City's Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

Berry Road: 2 lanes (existing and future). Speed Limit—30 mph. No sight distance problems. No median.

Lindsey Street: Transitions from 2 lanes to 4 lanes with 2 bike lanes (existing and future). Speed Limit—30 mph. No sight distance problems. No median, but median exists further west of Berry Road.

ACCESS MANAGEMENT CODE COMPLIANCE:

YES ☒ NO ☐

Proposed access for the development will comply with what is allowed in the subdivision regulations.

TRIP GENERATION

| | Total | In | Out |
|----------------|--------------|-----------|------------|
| Weekday | 404 | 202 | 202 |
| A.M. Peak Hour | 10 | 6 | 4 |
| P.M. Peak Hour | 41 | 20 | 21 |

TRANSPORTATION IMPACT STUDY REQUIRED?

YES ☐ NO ☒

The development is proposed for location at the northeast corner of the intersection of Lindsey Street and Berry Road with an access drive to Berry Road to the west and an access drive to Lindsey Street to the south. Even though being below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact analysis documenting the trip generation information for this SPUD due to the concerns expressed by nearby residents that this development will have on traffic volumes on Berry Road and Lindsey Street. The traffic data was obtained in September of 2021 when schools were in session. The impact from the development to the delay at the signalized intersection of Berry Road and Lindsey Street is anticipated to be 4 to 6 seconds. Queuing at the signal during the PM peak hour is expected to extend to the development's proposed access driveways on Berry Road north of the signal and on Lindsey Street east of the signal. However queuing from the development will not impact the through movements on either Berry Road or Lindsey Street, as the queuing will be contained within the development. No traffic operational issues are anticipated during the AM peak hour or throughout the remainder of the day.

RECOMMENDATION: APPROVAL ☒ DENIAL ☐ N/A ☐ **STIPULATIONS** ☐

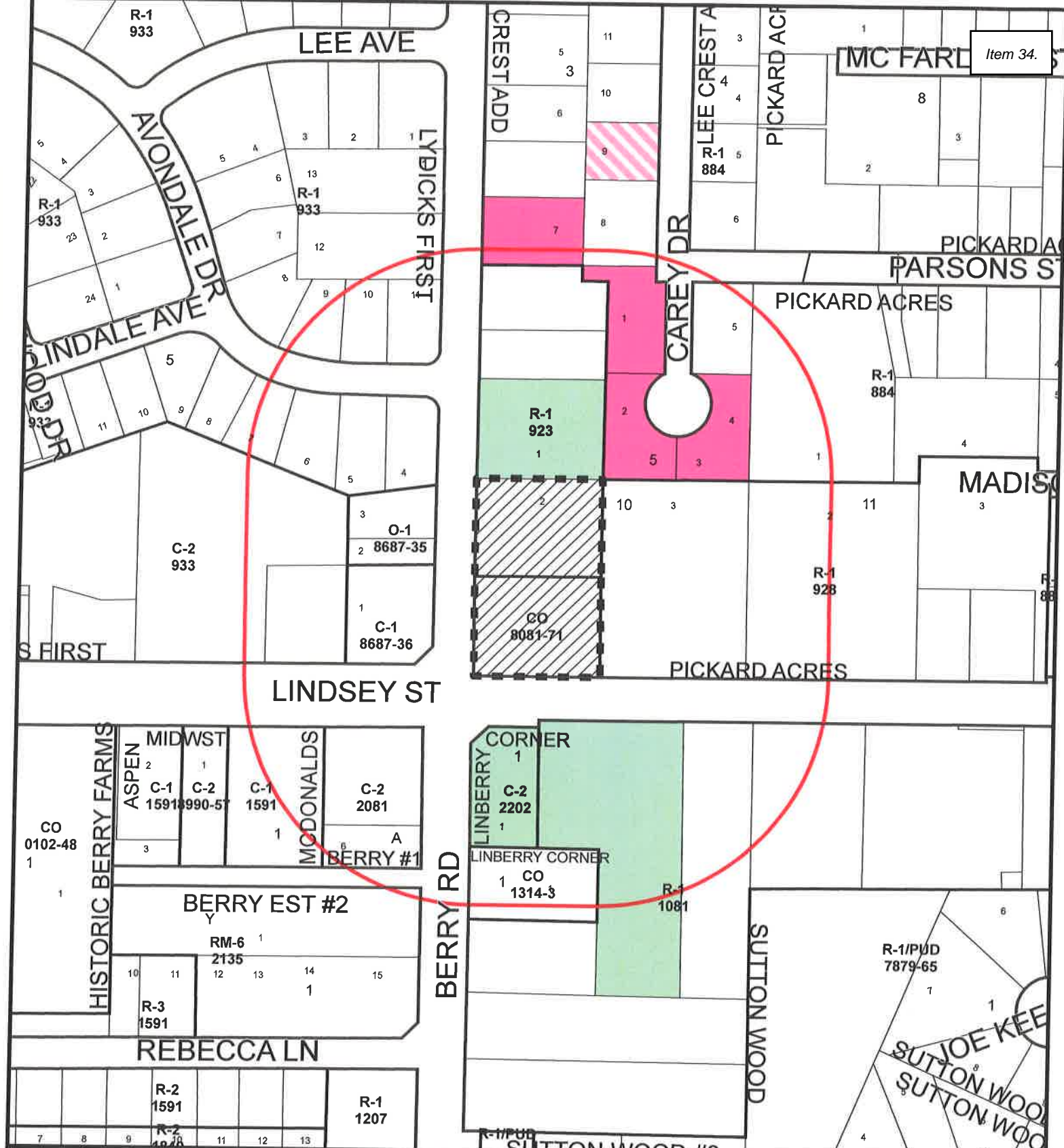
Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed development will access Berry Road from the east by the proposed access drive located approximately 255 feet north of Lindsey Street and will access Lindsey Street from the north by the proposed access driveway located approximately 180 feet east of Berry Road. The proposed driveway on Lindsey Street will be designed for right turns in and right turns out only. Such a design will impact the current bus stop on Lindsey Street just east of Berry Road. The developer is willing to relocate this existing bus stop to just west of its current location. Capacity exceeds demand in this area. As such, no additional off-site improvements are anticipated.

PROTESTS & SUPPORTS
Map & Letters

Sooner Traditions, L.L.C. & Hunter Miller Family, L.L.C.
2025 Amendment & Rezoning from R-1 and CO to SPUD
1027 & 1035 S. Berry Road

We will update the map with any additional letters received prior to the meeting.



Protest & Support Map

8.3% Protest Within Notification Area
 17.8% Support Within Notification Area



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



0 100 200 Feet

October 6, 2021

- Subject Tract
- Notification Area
- Protest
- Support

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: Printed Name: Dan GrahamDate: 8/18, 2021

Address of all the Property(s) we own near the proposed development:

1150 W. Lindsey

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/6/21-LW

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: _____

Printed Name: _____

Date: _____, 2021

Address of all the Property(s) we own near the proposed development:

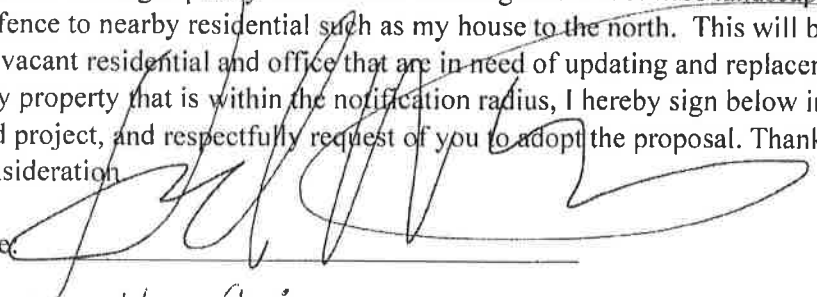
1104 W. LINDSEY STREET

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/6/21-LEA

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: Printed Name: HAL SMITHDate: 08-18-2021, 2021

Address of all the Property(s) we own near the proposed development:

1424 W. LINDSEY STREET

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/6/21 - PW

STATEMENT OF SUPPORT

TO: Norman City Council
TO: City of Norman Planning Commission
TO: City of Norman Planning Department

I am familiar with the proposed rezoning request by Sooner Traditions, LLC, for the property situated to the northeast of the intersection at W Lindsey Street and Berry Road. I understand that the proposal is to change the zoning of that property to a Planned Unit Development that will mostly allow uses similar to C-1, Local Commercial. I support the development of a high-quality commercial building that will feature landscaping buffers and a privacy fence to nearby residential such as my house to the north. This will be better than the existing vacant residential and office that are in need of updating and replacement. As an owner of nearby property that is within the notification radius, I hereby sign below in full support of the proposed project, and respectfully request of you to adopt the proposal. Thank you very much for your consideration.

Signature: Carol West

Printed Name: CAROL WEST

Date: JUNE 28th, 2021

Address of all the Property(s) we own near the proposed development:

1017 S. BERRY ROAD

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/6/21-LW

The City of Norman
 Planning and Community Development
 201 West Gray, Bldg. A
 Norman, OK 73069

Re: PD21-23

Dear Planning Commission:

I have read the Notice for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 18 August, 2021 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, AUSE OSIS & DANIEL MAINS (printed name)

Own or reside at the property located

1128 W. BROOKS ST.
NORMAN, OK 73069

Am (check the one that applies)

 Approve of the rezoning

X Oppose the rezoning

 Do not have an opinion about the rezoning

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 9/9/21-LW

Sincerely,

  (signature)

9/2/21 (date)

Reasons for Opposition to Rezoning

1. The proposed rezoning will be a major nuisance to current residents who purchased their property with the understanding that they would be in a residential neighborhood. A commercial building will bring increased light and noise, disrupting the sleep and mental health of current residents. Additional vehicle exhaust will also undermine the health of current residents.
2. There is no need for commercial development on these lots. There is plenty of unused space in Norman that is already designated for commercial development. The city should first fill in this unused space before tearing down existing homes to make space for more businesses. At last year's planning commission meeting the attorney for the developers suggested that this new development would attract new businesses to Lindsey Street. There is no evidence that this would occur in Norman. Attorneys should be discouraged from making such statements without evidence that is specific to Norman. The city needs to invest in revitalizing and building up existing commercial districts rather than rezoning residential neighborhoods.
3. This new development will generate large volumes of additional storm water in Imhoff Creek. Although city regulations require new developments to not increase rates of flow, volume of flow will increase. Imhoff Creek is already extremely stressed due to development in the watershed, as evidenced by the recent closure of the Imhoff Road bridge – a problem that will cost close to \$1 million to repair. A sixty car parking lot will place great stress on the city's stormwater system, leading to more expenses that must be covered by Norman residents.

August 26, 2021

Protest Letter

Item 34.

TO: City of Norman Department of Planning and Community Development

FORMER CASE NUMBER: PD21-23

APPLICANT: Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C.

Location: 1027 and 1035 S. Berry Rd.

Ward: 4

FROM:

David and Kathy Nehrenz

902 Carey Dr.

Norman, OK. 73069

We received the letter about this re-zoning request. Our property in Ward 4 is within the 350-foot boundary and we have lived here since 1988.

We are opposed to the applicant's request that this property be re-zoned from CO/R-1 to SPUD and Commercial Designation, so that an office and commercial business complex can be built right next to our residential neighborhood.

Our house at 902 Carey Dr. and the house next door, in which our daughter lives at 906 Carey Dr., are the properties whose backyards will back up to those properties at 1027 and 1035 S. Berry Rd.

The reasons for our opposition are as follows:

1. The proposed plan to put a commercial building with 60 parking spaces right up against our residential neighborhood should be rejected now. It is an affront to all the people who live in the houses around these properties. The planning commission should not allow the applicant to have the SPUD zoning. We do not need another commercial property at that intersection. This has always been and should remain a residential area. There are vacant commercial properties all over Norman. We do not need more of them.
2. We request that a traffic study and a light-pollution study be ordered and paid for by the applicant, since a commercial building with 60 spaces would drastically impact the neighborhood. The increased traffic at the Berry and Lindsey intersection and the commercial lighting would ruin the residential atmosphere of all the houses around it. It is disconcerting that this request has been made again and is actually being reconsidered by the city. The traffic backup is already bad and will become even worse with a commercial building there.
3. Your decision about this request does not have to be based upon hypotheticals. Every one of you on the planning commission needs to go over to those two houses on Berry Rd. Walk up to the sides and backyards of those properties to see that over 11 large mature trees were clear cut and removed. Do we really want a strip mall with 6 businesses and 60 parking spots on that corner? The applicant is assuming that it will be approved for this re-zoning. Why else would all the large trees already have been cut down? It is presently being prepared and groomed to be developed, before the case has even been considered by you.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 8/30/21 - 2W

4. We do not want a parking lot with 60 cars, the automobile exhaust, with noise and light pollution backyards. We already have problems with transients coming off of Berry Rd., going through the properties without permission, and cutting through our back yards to come over to Carey Dr. This will increase if that becomes a commercial development with a parking lot and dumpsters by our properties.

5. The decision is actually a simple one: Does the planning commission want to see those two houses removed so that it becomes a further extension east of the Lindsey St. commercial zone? Or do you want those two properties to remain an extension of the residential properties extending down Berry Rd. to Lindsey St.? Placing another commercial development near our houses will decrease their resale values and adversely affect all the houses located on Berry Rd.

6. On a positive note, the applicant should withdraw the application for this commercial development on Berry Rd. by our neighborhood. The two houses could be improved and increase the value of our adjacent homes. Then the applicant would be showing us that they want to be happy and good neighbors to all of us. This would be the best outcome for everyone.

Please hear the concerns of neighbors like us, **reject this re-zoning application.**

Sincerely,

David and Kathy Nehrenz

davenehrenz@aol.com

405-306-8464

David Nehrenz
Kathy Nehrenz

P.S. Here are photos of the back-sides of the Carey Dr. and Berry Rd properties.



June 21, 2021

TO: City of Norman Department of Planning and Community Development

CASE NUMBER: PD21-23

APPLICANT: Sooner Traditions, L.L.C.

Location: 1027 and 1035 S. Berry Rd.

Ward: 4

FILED IN THE OFFICE
OF THE CITY CLERK
ON 6-22-21

FROM INTERESTED NEIGHBORS:

David and Kathy Nehrenz

902 Carey Dr.

Norman, OK. 73069

We received the letter about this re-zoning request. Our property in Ward 4 is within the 350-foot boundary and we have lived here since 1988.

We are opposed to the applicant's request that this property be re-zoned from R-1 to SPUD, so that an office and commercial business complex can be built right next to our residential neighborhood.

Our house at 902 Carey Dr. and the house next door, in which our daughter lives at 906 Carey Dr., are the properties whose backyards will back up to those properties at 1027 and 1035 S. Berry Rd.

The reasons for our opposition are as follows:

1. The proposed plan to put a commercial building with 60 parking spaces right up against our residential neighborhood should be rejected now. It is an affront to all the people who live in the houses around these properties. The planning commission should not allow the applicant to have the SPUD zoning. We do not need another commercial property at that intersection. This has always been and should remain a residential area. There are vacant commercial properties all over Norman. We do not need more of them.
2. We request that a traffic study and a light-pollution study be ordered and paid for by the applicant, since a commercial building with 60 spaces would drastically impact the neighborhood. The increased traffic at the Berry and Lindsey intersection and the commercial lighting would ruin the residential atmosphere of all the houses around it. It is disconcerting that this request has been made and is actually being considered by the city.
3. Your decision about this request does not have to be based upon hypotheticals. Every one of you on the planning commission needs to go over to those two houses on Berry Rd. Walk up to the sides and backyards of those properties to see that over 11 large mature trees were clear cut and removed. Do we really want a strip mall with 6 businesses and 60 parking spots on that corner? The applicant is assuming that it will be approved for this re-zoning. Why else would all the large trees already have been cut down? It is presently being prepared and groomed to be developed, before the case has even been considered by you!
4. We do not want a parking lot with 60 cars, the automobile exhaust, with noise and light pollution in our backyards. We already have problems with transients coming off of Berry Rd., going through the properties without permission, and cutting through our back yards to come over to Carey Dr. This will increase if that becomes a commercial development with a parking lot and dumpsters by our properties.

5. The decision is actually a simple one: Does the planning commission want to see those two houses removed so that it becomes a further extension east of the Lindsey St. commercial zone? Or do you want those two properties to remain an extension of the residential properties extending down Berry Rd. to Lindsey St.?

6. On a positive note, the applicant should withdraw the application for this commercial development on Berry Rd. by our neighborhood. The two houses could be improved and increase the value of our adjacent homes. Then the applicant would be showing us that they want to be happy and good neighbors to all of us. This would be the best outcome for everyone.

Please hear the concerns of neighbors like us, reject this re-zoning application.

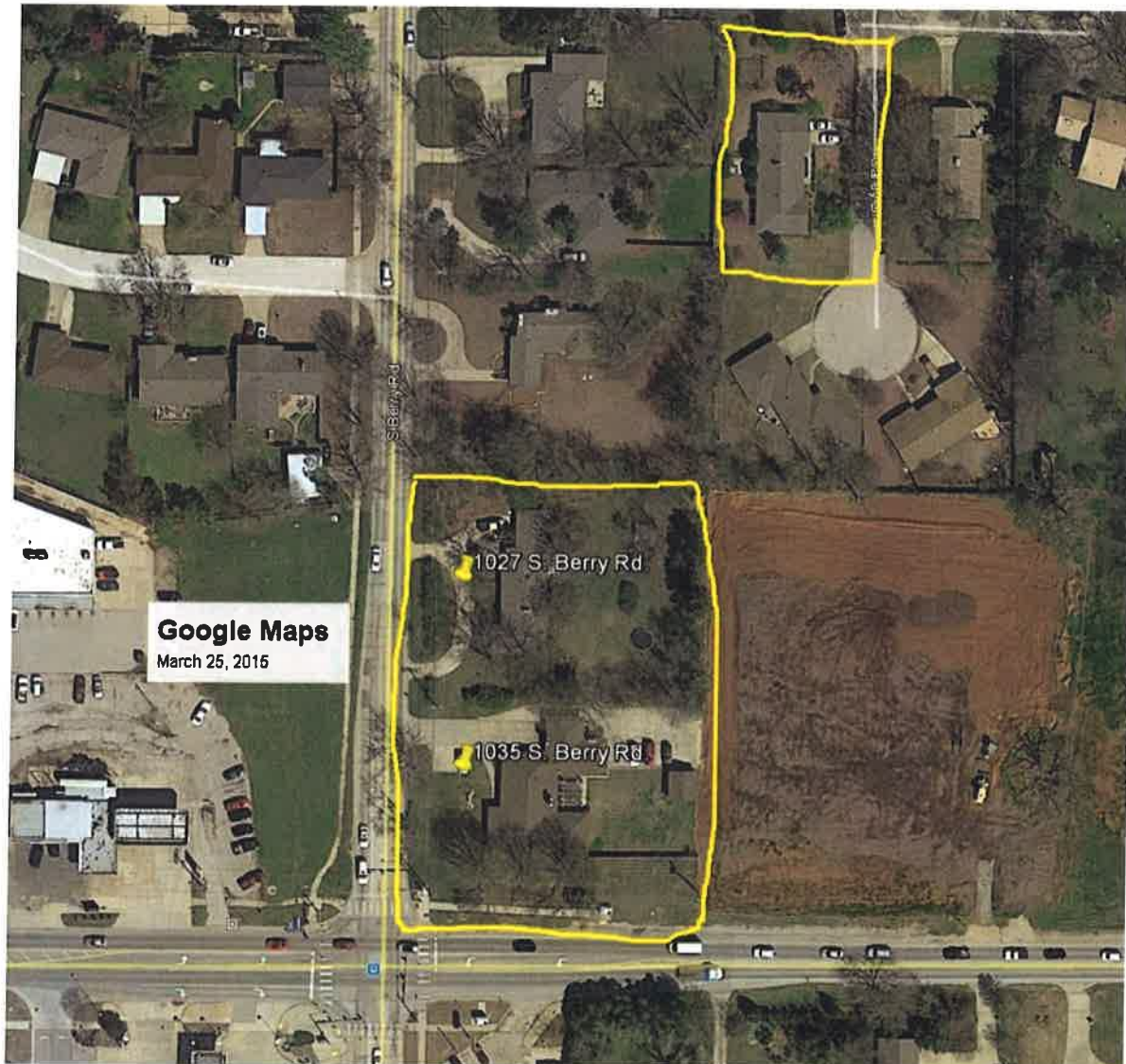
Sincerely,

David and Kathy Nehrenz

davenehrenz@aol.com

405-306-8464

P.S. Here are photos of the back-sides of the Carey Dr. and Berry Rd properties.





TO:

City of Norman Department of Planning and Community Development

FORMER CASE NUMBER: PD21-23

APPLICANT: Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C.

Location: 1027 and 1035 South Berry Road

Ward: 4

FROM:

Michelle Nehrenz

906 Carey Drive

Norman, OK 73069

I am writing in regards to the letter I received about the rezoning request for the properties at 1027 and 1035 South Berry Road. The property I reside in is in Ward 4 within the 350-foot boundary of those locations. I am adamantly **opposed** to the applicant's request that these properties should be rezoned from CO/R-1 to SPUD and Commercial Designation.

My house is at 906 Carey Drive, which comes right to the corner of the 1035 South Berry Road property. The house next door to me, 902 Carey Drive, is where my parents reside and the house where I grew up. Carey Drive is a wonderful, quiet, clean street that any family in Norman would be proud to live on. I know how fortunate I am to live in a neighborhood where we take care of each other and genuinely enjoy life. The request to rezone the properties that back up to this spectacular street will ruin that atmosphere. The proposed plan for a commercial development with parking spaces that back up to my house and encroach on our residential neighborhood should be rejected.

I am opposed to this rezoning request because of the following:

1. The traffic at Lindsey and Berry Road is already a nightmare. On a daily basis the stoplights are packed and with college students back in full force the cars back up for blocks. This intersection is completely unique. There is no other intersection in Norman which leads into the university taking the road from 4 lanes down to 2 with turn lanes and a bike lane in the mix. A traffic study **of this specific intersection** needs to be conducted as adding a commercial space with ingress and egress on both Lindsey and Berry will drastically impact the already congested traffic. The increased traffic at this intersection will ruin the residential feel of the surrounding neighborhoods and make it difficult for us to get in and out of our own driveways and streets. I'm very concerned that this request to rezone has been made without due diligence and consideration for how it will affect our streets.
2. The commercial lighting which would be installed will completely ruin the atmosphere of the houses around it. My property line backs up to the property which would contain the lighting and parking for the proposed plan. I do not want my entire back yard being illuminated by bright lights spilling over from the parking lot. A light-pollution and environmental study also needs to be conducted for this area to determine how much spillover the proposed lighting solution would have.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/3/21 - *EW*

3. We do not need more commercial real estate space in Norman. There are countless vacant buildings in this town where businesses could reside. Adding more commercial space that will end up sitting empty and eventually deteriorate is irresponsible, pointless, and not warranted at this intersection. This has always been a residential area and that is how it should remain.
4. Allowing this proposed project near our homes will decrease their resale values and negatively affect all surrounding properties. No one wants to live next to a commercial building with the smell of dumpsters in the parking lot, car exhaust from people coming and going, and trash blowing into their yards.

The representatives of the applicant have stated in previous city meetings that they want to better the Norman community, but trying to place a commercial development at this intersection does exactly the opposite. It does nothing to support our neighborhood and causes more problems that we, the actual residents of the area, will have to deal with on a daily basis.

Please listen to our concerns. This directly affects our lives and I ask that you **reject the rezoning application.**

Sincerely,

Michelle Nehrenz
michellenehrenz@gmail.com
405-570-7188



Gabrielle Mandeville
905 Carey Drive
Norman, OK 73069

The City of Norman
Planning and Community Development
City Clerk
201 W. Gray, Bldg. A
Norman, OK 73069

August 30, 2021

Re: Case PD20-10 / O-1920-58 & R-1920-115
Re-zoning from R-1 to SPUD

It is incredible that we have to object to this request once again. This neighborhood's unified protest last year appears to have been ignored by the City and an apparently influential developer is able to yet make another attempt to encroach our purely residential neighborhood, requesting re-zoning to establish a strip-mall – practically in my and my neighbors backyard.

This is simply outrageous.

I strongly protest this request, as it is based on greed and certainly not need. There are many other properties available. That particular part of Berry Road/Lindsey has a traffic congestion problem already, because the City of Norman failed to establish a right-turn lane from Berry unto Lindsey Street when that street was “improved”. That oversight not only created a serious traffic jam at peak hours, but it is virtually impossible for an emergency vehicle to turn from Berry unto Lindsey Street (heading South from Berry) now. A strip-mall would make any emergency approach impossible in that area.

There are serious security, sanitary and noise issues to be addressed as well. My house is within 200 feet of those properties requested for re-zoning. I hope the City of Norman shows that they care about their citizens in this neighborhood and understands our concerns and uses common sense in their decision.



FILED IN THE OFFICE
OF THE CITY CLERK
ON 8-31-21

The City of Norman
 Planning and Community Development
 201 West Gray, Bldg. A
 Norman, OK 73069

Re: PD21-23

Dear Planning Commission:

I have read the Notice for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 18 August, 2021 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, Cynthia Brnx Mills (printed name)

Own or reside at the property located

1119 W. Brooks

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 9/2/21-RW

Am (check the one that applies)

☐ Approve of the rezoning

☒ Oppose the rezoning -Please do not! My house

☐ Do not have an opinion about the rezoning

Sincerely,

Cynthia Brnx Mills (signature)

8/30/21 (date)

is at the end of Carey Dr. and I can see the cars go by on Lindsay
Please no more!!!

The City of Norman
 Planning and Community Development
 201 West Gray, Bldg. A
 Norman, OK 73069

Re: PD21-23

Dear Planning Commission:

I have read the Notice for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 18 August, 2021 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, Delbert L. Mills (printed name)

Own or reside at the property located

1119 W Brook St
Norman, OK
73069

Am (check the one that applies)

☐ Approve of the rezoning

☒ Oppose the rezoning

☐ Do not have an opinion about the rezoning

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 9/2/21-RW

Sincerely,

Delbert L. Mills (signature)

8-30-2021 (date)

The City of Norman
 Planning and Community Development
 201 West Gray, Bldg. A
 Norman, OK 73069

Re: PD21-23

Dear Planning Commission:

I have read the Notice for Norman 2025 Land Use and Transportation Plan Amendment and Rezoning notice dated 18 August, 2021 and have developed the following opinion in regard to changing the zoning from CO (Suburban Office Commercial) to SPUD for the property located at 1035 South Berry Road and the change from R-1 (Single Family Dwelling) to SPUD for the property located at 1027 South Berry Road.

I, GARY KRUK (printed name)

Own or reside at the property located

816 CAREY Dr.
NORMAN, OK 73069

Am (check the one that applies)

☐ Approve of the rezoning

☒ Oppose the rezoning STRONGLY OPPOSE! Please don't allow this to happen to our neighborhood.

☐ Do not have an opinion about the rezoning

Sincerely,

Gary Kruk (signature)

August 30, 2021 (date)

FILED IN THE OFFICE
 OF THE CITY CLERK
 ON 9/2/21-LW

MICAH ALCORN, CCIM

906 Carey Drive
Norman, OK 73069
mail@micahalcorn.com
405.818.2257

August 28, 2021

City of Norman
City Clerk
P.O. Box 370
201 West Gray
Norman, OK 73070

Re: Cases No. O-1920-58 & R-1920-115

To Whom It May Concern:

Please accept this letter as my protest in the matter of the Norman 2025 Land Use and Transportation Plan Amendment and Rezoning request by Sooner Traditions, L.L.C. and Hunter Miller Family, L.L.C. in regard to the properties commonly known as 1027 S. Berry and 1035 S. Berry as described in the letter from the Norman Planning Commission dated August 18, 2021. The subject property touches my property at the subject's northeast corner and I do not support an encroachment of commercial uses further into an established residential neighborhood. I would encourage members of the Planning Commission and City Council to vote to deny the request.

Sincerely,



Micah Alcorn

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/2/21

Dana Drury and Stephen Maple
951 South Berry Road
Norman, OK 73069

Norman Planning Commission
201-A West Gray Street (PO Box 370)
Norman, OK 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 9/3/21 - EW

RE: 1027 and 1035 South Berry Road

Dear Commissioners,

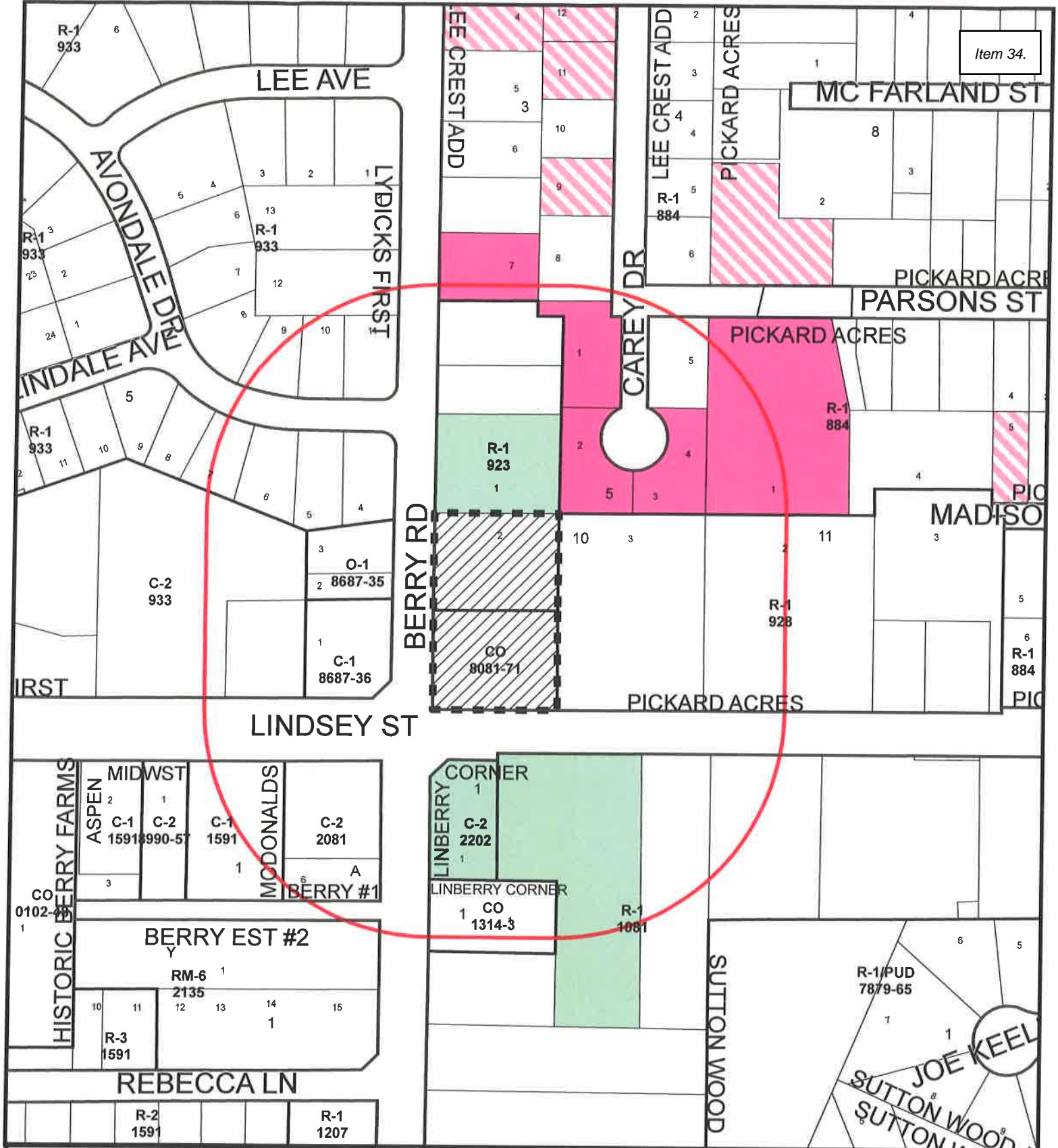
We are once again protesting the Sooner Traditions proposal to change the zoning from R-1/C0 to commercial for the subject parcels at the northeast corner of Berry Road and Lindsay.

- Berry Road north of Lindsay is essentially a residential street: narrow, two-lane, single family houses, nice trees, with deteriorating sidewalk on only the west side of Berry. At night the area is poorly lit.
- Proximity to the university and west Lindsay commerce results in frequent bicycle, skateboard, scooter and pedestrian traffic on Berry at all hours of the day and night.
- Southbound traffic on Berry already backs up to Lee daily during lunch and evening commutes. In the 20 years we have lived here, we have seen it back up to Brooks, especially when students are in town. Adding a commercial center requiring left turn from southbound Berry will likely increase traffic backups throughout the day, beyond just the current high traffic times.
- To accommodate the additional traffic entering and exiting a commercial property, the Lindsay/Berry intersection could be widened. Who will pay for that? And is that even the answer? Seems like a “build it and they will come” ... a nice wide, modern intersection that eases traffic flow would of course increase traffic ... which will only make things worse farther north on Berry, which — like the area just north of Lindsay — is residential, narrow two lane, lots of pedestrian/bicycle/scooter traffic, with a deteriorating sidewalk on only the west side until north of the Berry/Brooks intersection.
- There is plenty of unoccupied and empty commercial space in the area. Assuming there is an actual legitimate business



UPDATED PROTESTS & SUPPORTS
As of October 14, 2021
Map & Letters

Sooner Traditions, L.L.C. & Hunter Miller Family, L.L.C.
2025 Amendment & Rezoning from R-1 and CO to SPUD
1027 & 1035 S. Berry Road



Protest & Support Map





12.5% Protest Within Notification Area
 17.8% Support Within Notification Area



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



0 100 200 Feet

-  Subject Tract
-  Notification Area
-  Protest
-  Support

October 14, 2021

To: The City of Norman
Planning and Community Development
201 West Gray, Bldg A
Norman, OK, 73069

From: Nathalie Rocher and Solon Clinton
903 Carey Drive,
Norman, OK 73069
October 12th, 2021

Dear Planning Commission,

My husband and I own a home at 903 Carey Drive, which is located within the 350 feet radius of the two properties that are being considered for re-zoning at the corner of Berry Road and Lindsey Street.

We **oppose the proposed re-zoning of these two properties** because we believe that the proposed changes would impact our neighborhood and Norman in the following negative ways:

- Norman is already full of half-empty strip malls that do not cater to the local residents. This project misses an opportunity for a locally owned business to create a carefully and thoughtfully designed plan that nearby residents would cherish.
- An increase in light and noise pollution due to a busy commercial property adjacent to multiple residential lots.
- An impact from the water run-off as the property would become mostly paved.
- A large increase in the vehicular traffic coming and going from this property will cause an already chaotic intersection to become far less safe for cars, bikes, and pedestrians. This intersection regularly backs up in all directions and the small size of the parcel will not allow the entrances to the property to be far enough from the Berry/Lindsey corner to avoid causing major issues.
- A decrease in pedestrian safety along both Lindsey St and Berry Rd due to the number of vehicles entering a congested traffic zone.

While the list of negative impacts is significant, the proposed rezoning project does not seem to bring any benefits to the community as a whole, and especially not to the neighborhood. The City of Norman website states that "the Department of Planning & Community Development at the City of Norman nurtures the growth of the City and aims to improve the health, safety, and welfare of the citizens." In our judgement, the proposed zoning changes would in no way improve the health, safety or welfare of the citizens of Norman, and would have serious negative impacts on the neighborhood.

We hope that you will take our concerns into consideration, and we thank you for your time.

Kind regards,
Nathalie Rocher, PhD and Solon Clinton



FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/13/21 - RW

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

10/5/2021

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is:

Ron LaSpisa

I live at:

2811 Walnut Rd

Norman 73072

Signed:

RJ LaSpisa

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/7/21-LW

Sept 30, 2021

Dear Planning Commissioners,

I am AGAINST the rezoning of the property located a 1027 South Berry Road. I live at 808 Carey Drive (Carey Drive is a cul-de-sac within the impacted area.) Please realize the developer bought property in this area with full knowledge at time of purchase it could only be used for R1 and CO.

Zoning is a contractual agreement between a city and its residents. We homeowners, bought and maintain our houses in this stable high-end R-1 neighborhood, next to other R-1 families. I am asking the Planning Commission to continue to honor their part in Norman's R-1 zoning agreement.

You are being asked to vote for? What business? I'm sure you will be shown some pretty architectural drawings; however, I would like you to picture those pretty plans on the vacant property catty corner across the street - property which is already zoned commercial. Lindsey Street has many vacant commercially zoned properties within this market area; and if the developer has development money then why isn't it being used in an already commercially zoned area? Your vote comes down to simply being asked to add another vacant commercial building because this is a speculative developer. This development will only add to the commercial vacancy problem in Norman.

There are several other important reasons to vote No.

Emergency Services: Consider the direct impact it would have to emergency services. Berry Road in this area is only a two-lane road. This traffic safety corridor serves a very large residential area in Norman. This development would slow and constrict emergency services along the Berry Road safety corridor; and restrict traffic along Lindsey while cars are waiting to turn left.

Support of Existing Businesses: Lindsey Street, is an area which has been clearly defined as commercial with traffic controlled turning medians. The developer wants to circumvent these traffic controls that the City placed on existing businesses. Lindsey Street needs all the help it can get. Lindsey Street is one of four OU "first impression" streets from I-35, and Norman should put it's best foot forward with a vibrant first view when people exit on Lindsey Street.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/7/21

Stormwater: Please learn from Penny Hill with the Imhoff bridge washout and the adjoining home auctioned off. This development will add almost an acre of impervious surface, increasing the intensity of stormwater runoff directly into Imhoff Creek. (By the way, Imhoff bridge is being repaired using Covid relief funds because the City of Norman lacked local repair funding)

Back to my plea to please keep this R-1 Neighborhood stable. People do not remodel their homes nor plant gardens near commercial dumpsters.

I'm trusting you as a Planning Commissioner to carefully consider the harmful consequences of this speculative vacant structure for some unknown commercial business in my healthy R-1 neighborhood.

Susan Meyer



808 Carey Drive
Norman, OK 73069

TO: City of Norman Planning Commission

RE: Proposed rezoning of lots on NE Corner of Lindsey and Berry

FROM: Dennis Yarbrow
803 S Berry Rd
Norman, OK 73069

Planning Commission Members:

I am emphatically AGAINST the re-zoning of property for merely greedy purposes. Not just here, but anywhere. Re-zoning of well established neighborhood properties should be reserved for the best interests of the whole community. Not for speculation and profiteering. Not to the detriment of the existing residents and the livability of this area.

When I retired in 2016, my wife and I were discussing where to move and she wanted to return her birth city of Norman, OK to be near her aging family members and her "home town".

We looked around and invested our retirement dollars in property in a well established, stable neighborhood, near her families' homes. We invested more of our retirement savings to make the property more suitable for our needs. We could have bought in a new neighborhood on the fringes of Norman, but chose to rehabilitate a structure in an older neighborhood, thinking we would be insulated from radical changes in land use. We followed Norman's processes, obtained permits, used local contractors, got inspections, etc. We did not ask for special favors or try to circumvent the established zoning and stability of any neighborhood. We now ask that Norman honor its long term commitment to the neighborhood into which we placed our life savings.

This developer chose to purchase a property which had been changed from R-1 to CO for a residential style office. CO use has a low amount of traffic, noise or light pollution, not much different from a normal residence. That change from R-1 to CO was most likely approved because it presented a use fundamentally very little different from just a normal residence. Re-zoning to SPUD radically changes that use: higher traffic; more noise; more intense lighting; extended operational hours. All adjacent to the backyards of long term residents who want a quiet, peaceful neighborhood in which to raise their families and enjoy retirement and quiet evenings.

The developer also purchased an adjacent property zoned R-1, knowing full well how both these were zoned and intended to be used. They speculated that if they hired the right attorney, the properties could be shoved through, re-zoned and they could make a huge profit on their speculation and greed. There is no telling which of the numerous possible uses of a SPUD will go into these spaces, now or in the future, as business ventures come and go and indeed, traditional businesses are shuttered and new previously unimagined of uses emerge in a neighborhood where they previously were not allowed.

The developer did not want to re-invest in the numerous already commercially zoned, vacant properties which line both sides of Lindsey, west of Berry. They want to impose

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/27/21

their greed-based development into a long established residential neighborhood and disregard both the neighborhood residents and previous Planning Commission votes. They continue to bring this back time and time again with the hopes that the members of the Planning Commission will one day change and then support the re-zoning.

The Planning Commission serves as part of a check and balance system for the benefit of all residents of the City of Norman. Building standards, permitting, licensing, other rules are all part of that same system. It presents a method for a planned, consistent and thoughtful process for bringing Norman and its residents toward a bright future which is inviting for people and businesses alike. Un-checked development is not the way to make people want to move into and stay in Norman. That is a well known fact in all modern cities.

In contrast, actions like this proposed re-zoning, and the accompanying uncertainty it presents, make people want to move out of the core city, which increases traffic and increases the amount of vacant and run-down properties to a point which is detrimental to the citizens and to established businesses. Or, move even farther away into some of the bedroom communities which are near, but not too near. We need to encourage re-investment in established, properly zoned areas, in a planned and consistent method, not shoehorn commercial zones into neighborhoods.

This proposed development will increase traffic in an already congested intersection. The proposal ADDS a left turn entrance off East Lindsey in very close proximity to the traffic control signal which at times will back up traffic into the Lindsey/Berry intersection: Result - Gridlock. It also increases the likelihood of impeding traffic along Berry, making it even more difficult for residents to exit and enter their homes.

Further traffic congestion slows Emergency Response and adds precious minutes to life and property saving efforts on the staff of the Fire Department, the Police Department and Emergency Services.

I implore the Commission to continue to hold to the core values which have long guided Norman as a people-friendly, neighborhood focused community, not give in to Wild West developers and speculators, which can only drive residents away from Norman.

Re-zoning of these properties is WRONG.

It is WRONG for the established neighborhood.

It is WRONG minded to rezone when there are so many vacant commercial properties.

It is WRONG for Norman and the future of this city.

The RIGHT thing would be to re-establish the R-1 designation for the CO property, to protect residents investments and to provide a neighborhood where people want to live, they know their neighbors, raise their families by building attractive, well-maintained, enticing homes which encourage generations to stay and help Norman grow.

~~June 8, 2020~~

Oct 10, 2021

(R)

Planning Commission
Planning and Community Development
201 West Gray Street - Building A
Norman, OK 73069

Dear Planning Commission,

I am opposed to the PD20-10 zoning request for the property located at 1035 and 1027 South Berry Road.

I live near the corner of Berry and Brooks Street and often travel through that congested intersection.

I also own commercial rental property on Main Street and the City should not destabilize R1 residential area and Suburban Office Commercial. This SPUD request hinders the filling of the vacant commercial properties directly across the street and all along Lindsey where there are appropriate traffic controls.

Please deny the PD20-10 request on the corner of Berry and Lindsey.

Thank you,



Roxana Leonard
1202 West Brooks Street
Norman, OK 73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/7/21

TO: City of Norman Planning Commission

RE: Proposed rezoning of lots on NE Corner of Lindsay and Berry

FROM: Konstantinos Karathanasis and
Ekaterini Akarepi
804 Carey Dr.
Norman, OK, 73069

10-08-2021

Dear Planning Commission Members:

We are strongly opposed to the rezoning of the said property from CO/R1 to SPUD.

The quiet, family-oriented character of the little cul-de-sac neighborhood at Carey Drive was the primary reason that attracted us to buy our property on the street. Colleagues and friends at the University of Oklahoma were commenting that this neighborhood is one of the most well kept and charming streets in Central Norman. We are one of six families in Carey with elementary aged children who meet and play in the street with no worries about traffic and strangers coming and going.

We are deeply concerned that the proposed rezoning will drastically alter the residential character of our neighborhood and have a dramatically negative impact on the quality of our lives. Should the proposed rezoning is approved, the value of our property will get a direct hit. In matter of fact, the applicant has already caused harm to the neighborhood by cutting large trees that filtered traffic noise from Lindsey.

Why would we want another strip mall in Norman, in such a close proximity to historic and long-established family neighborhoods, while there are vacant commercial lots on Lindsey and Main? There are no other reasons apart from profiteering. We firmly believe that the Norman Planning Commission should protect the residents of Carey Drive and their quality of life instead of rewarding the blind corporate greed of the applicant.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/8/21

Thank you for your consideration and support,

Konstantinos Karathanasis, Ph.D.



Professor of Music Technology & Composition
School of Music, The University of Oklahoma

Ekaterini Akarepi, Ph.D.



Lecturer of World Music
The University of Oklahoma

816 Carey Drive
Norman, OK 73069
October 8, 2021

The City of Norman
Planning and Community Development
201 W. Gray, Bldg. A
Norman, OK 73069

Re: O-2122-15 and R-2122-31
Rezoning from R-1 and CO to SPUD

To whom it may concern:

Six years ago, our neighborhood, just northeast of South Berry Road and Lindsey Street, thwarted an attempt to rezone some residential lots for a strip mall. Before it was all over, most of the big trees on the lots along Lindsey Street were cut down. These trees blocked the view of traffic on Lindsey Street from our neighborhood. Two of the four lots were recently sold to Sooner Traditions who has again applied to rezone these two lots for a strip mall. Our neighborhood is working to stop this rezoning. On Monday, September 14th, 2020 ten large Oak, Pecan and Sweetgum trees on one of the lots subject to the rezoning application were cut down. A few months ago, all the trees on the lot just north of those subject to the rezoning application were removed.

So, I guess this is a form of punishment that is taken out on trees! I think those involved in the rezoning will continue the effort to build a strip mall in a residential area as it seems that money can do whatever it wants. We need to protect our neighborhoods and our TREES!

I have lived on Carey Drive for 33 years. When I moved here I was a young adult with three children and now I am one of the seniors on the block. It is a great place to live because we all know and care about each other. We have block parties in our quiet street and talk to each other outside frequently. I can't imagine how much this would change our street to have a strip mall that close to us. The strip mall would be within 300 feet of our block party site!

The closeness of the commercial development and the increased traffic are major concerns to me. Therefore, I oppose the rezoning.

Sincerely,



Leslie Cornwell

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/8/21-LW

818 Carey Drive
Norman, OK 73069
October 8, 2021

City of Norman
Planning Department
201 West Gray, Building A
Norman, OK 73069

Re: R-2122-31 and O-2122-15 (Rezoning of properties located at 1027 and 1035 South Berry Road)

Dear Planning Commission:

I am writing this letter of protest to highlight several issues for your consideration during the planning commission meeting of October 14, 2021. Unfortunately, I will be out of town during the meeting and unable to attend.

1. The "traffic study" that was presented in the agenda meeting packet is
 - a. not a true traffic study since it did not address the issues that will arise if the strip mall is in place, and
 - b. is in violation of current City of Norman rules/guidelines for the distance between a commercial driveway and an intersection.

There are other issues with the traffic study as presented. The most notable is that there is not another intersection in Norman designed or operated as the one at the intersection of South Berry Road and West Lindsey Street. The generic traffic counts are meaningless.

2. The letters of "support" for the proposed rezoning are indeed self-serving. Mr. Miller has an interest (direct as in owning the commercial property or indirect through employment of persons owning property) in the support letters. As there are only three in the packet and Mr. Miller has an interest in all three, they deserve careful scrutiny.
3. I moved to Norman in 1981. The neighborhood of which Carey Drive is a part has always been and was initially designated as residential. The subdivision of the lot in question from 100 % R-1 to a 50/50 mix of R-1 and CO was done in 1981 according to the agenda packet. A CO designation is a far cry from a C-1 designation. The driveways at 1027 and 1035 South Berry Road are appropriately spaced by City of Norman standards since they were developed as residential properties.

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/8/21-LW

4. As you already know, if the two subject properties are rezoned to C-1 the owner can sell them instantly with the C-1 zoning intact. Only the SPUD restrictions will need to be followed. A strip mall by any other name is still a strip mall.
5. The current SPUD is identical to the one presented last year with the exception that the building is now turned around. There is really nothing new. In fact, the "new" layout could be considered worse than the one presented last year (voted down by a 6-1 vote of the planning commission). A summary of a few reasons are as follows.
 - a. The back of the building now faces South Berry Road. The aesthetics of this are obvious. The back of the building will now be located beside the sidewalk and just on the other side of the sidewalk is South Berry Road. How would the Hollywood Shopping Center look if it were turned around and moved up to West Lindsey Street?
 - b. The lighting will now more easily infiltrate the residential area.
 - c. The noise will now more easily infiltrate the residential area.
 - d. The odors will infiltrate the residential area.
 - e. The parking will now be in the front (East) of the building and the noise, odor, lights, and pollution will now be closer to the residential area.
6. The six feet of wooden fence on the North and East side of the proposed strip mall will not make any difference when the issues above are considered.

There are a host of other issues (traffic, pedestrian safety, corporate creep into a neighborhood, etc.) that can be raised and may be raised by others.

In summary, I urge you to vote not to allow the proposed development of this strip mall in a long-standing residential neighborhood.

Thank you for reading.

Sincerely,



John B. Cornwell

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/8/21-LW

~~FILED IN THE OFFICE
OF THE CITY CLERK
ON~~

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is:

JoAnn Oliver

I live at:

1618 Homeland Av

Signed:

JoAnn Oliver

*We do not need another
empty strip mall near
or on Lindsey St!*

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Linda Lockett

I live at: 910 Elm

Norman, OK 73070

Signed: [Signature]

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21-LW

The City of Norman
Planning and Community Development
City Clerk
201 W. Gray, Bldg. A
Norman, OK 73069

August 30, 2021

Re: Case PD20-10 / O-1920-58 & R-1920-115
Re-zoning from R-1 to SPUD

I protest the re-zoning and development proceedings for the proposed building and parking lot at the Berry and Lindsey intersection.

I am advocating for my neighborhood to remain peaceful and safe for families to flourish. The proposed development is not a good fit for our neighborhood and the last thing Lindsey Street needs is another strip mall.

Thank you for your dedication to the City of Norman, it's a great place.



Name and address:

WILLIAM FARRELL ALAKA SOUZA
873 Carey drive
NORMAN OK
73069

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: William Lockett

I live at: 1720 Cherry Stone

Norman 73072

Signed: Gillian Lockett

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21-RW

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Kevin & Kricket Condymerley

I live at: 1132 W. Brooks, Norman OK 73069

Signed: 

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21

October 2021

City of Norman
Planning and Community Development
P.O. Box 370
Norman, OK 73070

Dear Planning Commission,

I am opposed to the rezoning which would allow for the building of a new strip mall on the North East Corner of Berry Road and Lindsey Street.

There are already too many vacant commercial structures in this area, and I want to support Norman's existing business owners in their efforts to rebuild Lindsey Street after the City of Norman installed restrictive traffic medians.

This development will add almost an acre of impervious surface that will increase the intensity of stormwater runoff directly into Imhoff Creek.

Berry and Lindsey are EMS Safety Corridors and should not be restricted.

My Name is: Carolyn and Gary Kauley

I live at: 1628 Rosemont Drive
Norman OK 73072

Signed: Carolyn Kauley Gary Kauley

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/12/21

City of Norman
Planning Department
201 West Gray, Building A
Norman, OK 73069

Re: R-2122-31 and O-2122-15 (Rezoning of properties located at 1027 and 1035 South Berry Road)

Dear Planning Commission,

I am writing this letter in protest to the rezoning of the properties at 1027 and 1035 South Berry Road. I have lived in Norman since 1979. My husband and I moved into our home in Pickard Acres on Madison Street 16 years ago so that our daughter would be in a diverse school setting and neighborhood. Since that time, we have adopted 2 more children who are enjoying the diversity of our neighborhood and school and the wonderful things that living close to the university has to offer.



Our property is on the East side of Imhoff Creek, just to the Northeast of the property at Lindsey and Berry.



My concerns with the residential property becoming a strip mall are rooted in safety and environmental issues and are as follows:

- 1) Many of the properties in our neighborhood are along Imhoff Creek. My back drive, which runs along Imhoff Creek from Madison Street to Parsons, along with my detached garage are in a flood plain which was created by the concreting of Imhoff Creek. The concrete ditch is shallow on the North side of the Lindsey Street bridge and deeper and box shaped on the South side of Lindsey causing major flooding at times of torrential downpours in Central Norman. This is already an issue that residents along the creek face with our properties flooding (including basements and garages). Adding more concrete along a poorly developed drainage system for Central Norman will only add to the flood issues that current residents experience.
- 2) Another concern is increased traffic in the creek, especially if the strip mall is East facing and visible to the creek. With increased traffic in the creek comes increased littering and other crimes such as graffiti.
- 3) Increased traffic at the Berry and Lindsey intersection is another big concern for our family and neighbors. Traffic is already congested in the mornings before school and after school at this intersection. My children use the bike path on Lindsey street and my son has almost been hit twice since the beginning of this school year by drivers who are not paying attention when he has the right of way.
- 4) There are public bus stops on both the NE and SE corners of Lindsey and Berry adding to the congestion in this area with buses picking up passengers every 30 minutes. Adding another driveway/entrance to this busy corner will likely cause more issues with auto/pedestrian/biker accidents.



I urge you to vote against the proposed development of this strip mall in our wonderful neighborhood.

Thank you,

Nolita C. Morgan

SWIFT CO

Dear Mayor & City Council,

As a resident of Ward 4 and a developer of projects throughout Norman's Core, I am in support of the proposed rezoning and development for the corner of Berry Road and Lindsey Street. This intersection is the gateway to our city to those visiting The University of Oklahoma. This project will bring new life to this corner that is desperately needed. I also believe the proposed site plan allows for a gentle transition from the busy commercial nature west of the site with the calmer residential aspect to the east of the site.

Sincerely,



Brent Swift

FILED IN THE OFFICE
OF THE CITY CLERK
ON 10/14/21 - EW

TEC

REVISED TRAFFIC IMPACT ANALYSIS

**Sooner Traditions Development
Lindsey Street and Berry Road
Norman, Oklahoma**

**Prepared for:
Shops at Berry, LLC.
October 2021**

**Prepared by:
Traffic Engineering Consultants, Inc.**



A handwritten signature in blue ink, appearing to read "B.J. Hawkins", written over a horizontal line.

**B.J. Hawkins, P.E., PTOE
Oklahoma P.E. # 25164
CA # 1160**

10 / 4 / 2021

Date

TABLE OF CONTENTS

| | <u>Page</u> |
|---|-------------|
| 1.0 INTRODUCTION..... | 1 |
| 2.0 BACKGROUND..... | 1 |
| 2.1 PROPOSED DEVELOPMENT..... | 1 |
| 2.2 EXISTING ROADWAY NETWORK..... | 1 |
| 3.0 TRAFFIC DATA..... | 2 |
| 3.1 EXISTING TRAFFIC..... | 2 |
| 3.2 FUTURE BACKGROUND TRAFFIC..... | 2 |
| 4.0 DEVELOPMENT TRAFFIC..... | 2 |
| 4.1 PROPOSED DEVELOPMENT TRAFFIC..... | 2 |
| 4.2 DISTRIBUTION OF PROPOSED DEVELOPMENT TRAFFIC..... | 3 |
| 4.3 PROJECTED COMBINED TRAFFIC..... | 4 |
| 5.0 CAPACITY ANALYSIS..... | 4 |
| 5.1 METHODOLOGY..... | 4 |
| 5.2 SCENARIOS..... | 5 |
| 5.2.1 2021 EXISTING TRAFFIC..... | 6 |
| 5.2.2 2023 FUTURE BACKGROUND TRAFFIC..... | 6 |
| 5.2.3 2023 PROJECTED COMBINED TRAFFIC..... | 6 |
| 6.0 DRIVEWAY SPACING..... | 6 |
| 6.1 MINIMUM SPACING..... | 6 |
| 6.2 CORNER CLEARANCE..... | 7 |
| 7.0 QUEUING ANALYSIS..... | 7 |
| 8.0 CONCLUSIONS..... | 8 |
| 8.1 SUMMARY..... | 8 |
| 8.2 RECOMMENDATIONS..... | 9 |

LIST OF FIGURES

| | |
|--|----|
| Figure 1. Project Location Map..... | 1* |
| Figure 2. Proposed Site Plan..... | 1* |
| Figure 3. 2021 Existing Traffic..... | 2* |
| Figure 4. 2023 Future Background Traffic..... | 2* |
| Figure 5. Proposed Development Traffic..... | 4* |
| Figure 6. 2023 Projected Combined Traffic..... | 4* |

LIST OF TABLES

| | |
|--|---|
| Table 1. Projected Site Generate Traffic..... | 3 |
| Table 2. Level-of-Service Criteria..... | 5 |
| Table 3. Intersection Capacity Analysis Results..... | 5 |

* - Figure/Table is following page number indicated

1.0 INTRODUCTION

Traffic Engineering Consultants, Inc. (TEC) was retained by Shops at Berry, LLC. to conduct a traffic impact analysis (TIA) for a proposed commercial development to be constructed in Norman, Oklahoma. The study was requested to determine the effects the proposed development would have on the adjacent street system, to review the available access to the development, and to provide recommendations for improvements that may be necessary to accommodate the traffic expected to be generated by the development.

2.0 BACKGROUND

2.1 PROPOSED DEVELOPMENT

The site of the proposed development is located north of Lindsey Street and east of Berry Road as shown in **Figure 1**. The proposed development would be an approximate 10,700 square foot retail strip center. Access to the new development, as shown in **Figure 2**, is proposed via one full-access driveway on Berry Road and one right-in/right-out driveway on Lindsey Street. To properly design the proposed right-in/right-out driveway on Lindsey Street, the developer is willing to relocate the existing bus stop just to the west of its current location. The developer will coordinate with the City of Norman to determine the proper relocation of the bus stop.

2.2 EXISTING ROADWAY NETWORK

Lindsey Street is a four-lane divided east/west principal urban arterial west of Berry Road and a two-lane minor urban arterial east of Berry Road. It has a posted speed limit of 30 mph and carries an approximate average daily traffic (ADT) of 22,300 vehicles per day (vpd) west of Berry Road and a posted speed limit of 25 mph and carried an approximate ADT of 20,300 vpd east of Berry Road. Berry Road is a two-lane north/south minor urban arterial. It has a posted speed limit of 30 mph and carries an approximate ADT of 8,400 vpd north of Lindsey Street and 5,200 vpd south of Lindsey Street.

The intersection of Lindsey Street and Berry Road is a signalized intersection with protected/permissive "flashing yellow arrow" left turn movements on each approach and an eastbound right turn lane with a protected overlap.



FIGURE 1. Project Location Map
Lindsey Street and Berry Road
Norman, Oklahoma

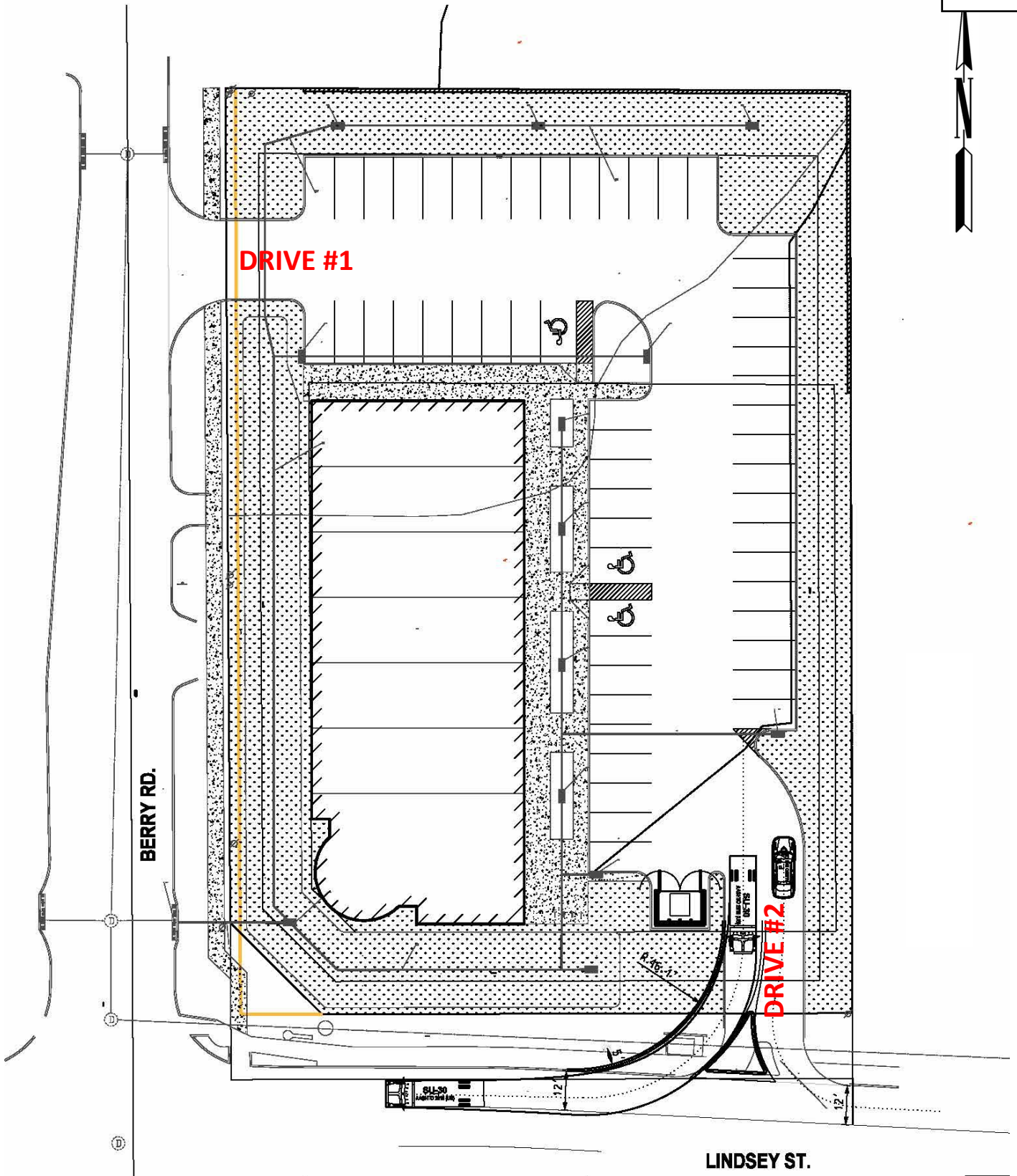


FIGURE 2. Proposed Site Plan

3.0 TRAFFIC DATA

3.1 EXISTING TRAFFIC

Existing traffic volume data was collected adjacent to the proposed development in September of 2021 when school was in session. Twenty-four hour turning movement volumes were collected at the intersection of Lindsey Street and Berry Road which was utilized to determine the peak hour turning movement volumes as well as daily bi-directional traffic volumes on each approach of the intersection. Given the traffic characteristics in the area and the anticipated trip generation for the proposed development, the weekday peak periods would represent a “worst-case scenario” with regards to traffic impact on the surrounding roadway network. If traffic operations are acceptable during these weekday peak hours, it can be reasoned that conditions would be acceptable throughout the remainder of the day and week. The 2021 existing traffic is summarized in **Figure 3** and detailed printouts of all the traffic count data are included in the appendix.

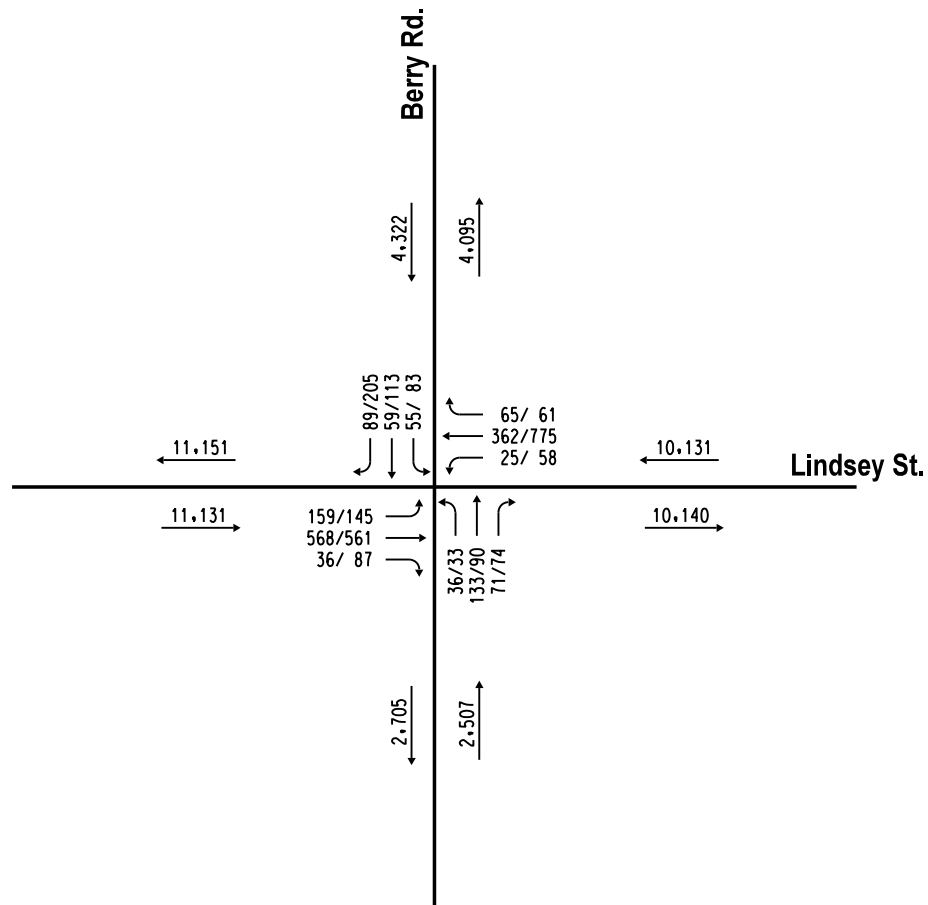
3.2 FUTURE BACKGROUND TRAFFIC

The 2021 existing traffic volumes were utilized to determine the background traffic for 2023. The 2023 year was selected as a future design year the development is estimated to be completed. The background traffic was determined for the 2023 future design year by applying an average annual growth rate of 2.5% to the 2021 existing traffic volumes. The annual growth rate was provided by the City of Norman staff and represents the assumed traffic growth in addition to the projected development traffic. The 2023 future background traffic is summarized in **Figure 4**.

4.0 DEVELOPMENT TRAFFIC

4.1 PROPOSED DEVELOPMENT TRAFFIC

To determine the effects a new development will have on an existing street system, the new or additional traffic must be projected. The latest edition of the *Trip Generation Manual*, published by the Institute of Transportation Engineers, was used to determine the amount of traffic the development is expected to generate. The report is a nationally accepted reference which provides trip rates for determining the traffic expected to be generated by different land use types.



| LEGEND | |
|---------|----------------|
| xxx/xxx | P.M. PEAK HOUR |
| xxx/xxx | A.M. PEAK HOUR |
| xxxx | = 24 HOUR VOL |

FIGURE 3. 2021 Existing Traffic

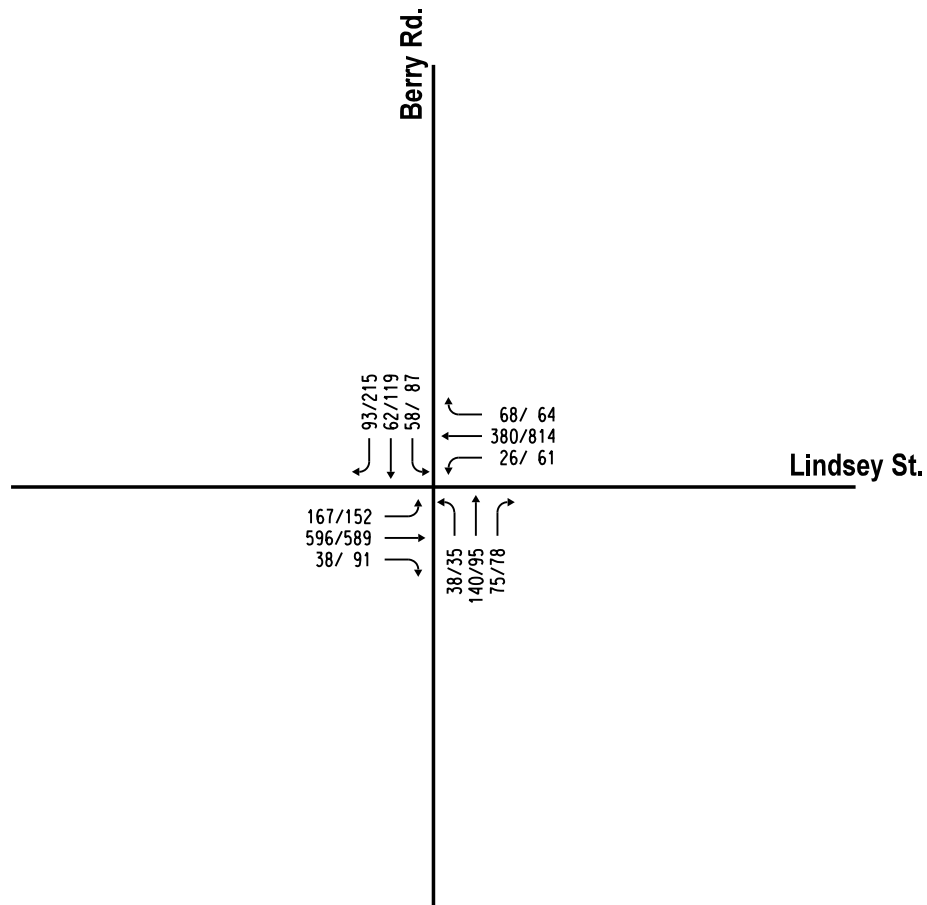


FIGURE 4. 2023 Future Background Traffic

| LEGEND | |
|---------|----------------|
| XXX/XXX | P.M. PEAK HOUR |
| XXX/XXX | A.M. PEAK HOUR |

Available information was utilized regarding the anticipated land use to determine the site generated traffic. The *Shopping Center* land use category was selected to determine the trip generation for the proposed development. The exact tenant(s) for the retail strip center is currently unknown. For the purpose of this analysis, the *Shopping Center* land use category was selected to represent the retail property and encompasses a wide variety of land uses including retail, restaurants, office, and more and will appropriately represent any possible retail businesses which may develop on that property. The resulting traffic volumes projected to be generated by the proposed development once fully constructed and occupied are indicated in **Table 1**.

TABLE 1
PROJECTED SITE GENERATED TRAFFIC VOLUMES

| Building Type (Land Use) | ITE Land Use Code | Approximate Gross Floor Area or Other | Average Weekday Vehicle Trip Ends | | | Average AM Peak Hour Directional Distribution | | Average AM Peak Hour Directional Volume (vph) | | Average PM Peak Hour Directional Distribution | | Average PM Peak Hour Directional Volume (vph) | |
|----------------------------------|----------------------|--|-----------------------------------|---|----------------------------------|--|------|--|-----|--|------|--|-----|
| | | | Per Day | Per Peak Hour of Adjacent Street Traffic | | | | | | | | | |
| | | | | One Hour Between 7am & 9am | One Hour Between 4pm & 6pm | | | | | | | | |
| | | | (vpd) | (vph) | (vph) | IN | OUT | IN | OUT | IN | OUT | IN | OUT |
| Trip Rate* Shopping Center | 820 | (sf) 10,700 | 37.75 404 | 0.94 10 | 3.81 41 | 0.62 | 0.38 | 6 | 4 | 0.48 | 0.52 | 20 | 21 |

* Trip Rates from "TRIP GENERATION MANUAL", 10th Ed., Volume 2: Data, Institute of Transportation Engineers.

The proposed development would be expected to generate 404 vehicle trips per day with 6 entering and 4 exiting vehicles during the a.m. peak hour and 20 entering and 21 exiting vehicles during the p.m. peak hour.

4.2 DISTRIBUTION OF PROPOSED DEVELOPMENT TRAFFIC

The traffic expected to be generated by the proposed development was then distributed among the point of access and surrounding roadway network for the a.m. and p.m. peak hours. The distribution of the proposed development traffic was based on anticipated usage of the site and traffic patterns in the area which were obtained from the traffic data that was collected for this study. The directional distribution of the site generated traffic for the adjacent future development is expected to be:

- 39% to/from Lindsey Street west of the development
- 35% to/from Lindsey Street east of the development
- 16% to/from Berry Road north of the development
- 11% to/from Berry Road south of the development

The traffic expected to be generated from the proposed development is summarized in **Figure 5**.

4.3 PROJECTED COMBINED TRAFFIC

The proposed development traffic was then added to the future background traffic for the 2023 design year. The 2023 projected combined traffic (2023 future background traffic + proposed development traffic) for each access point to the proposed development as well as the surrounding roadway network are summarized in **Figure 6**.

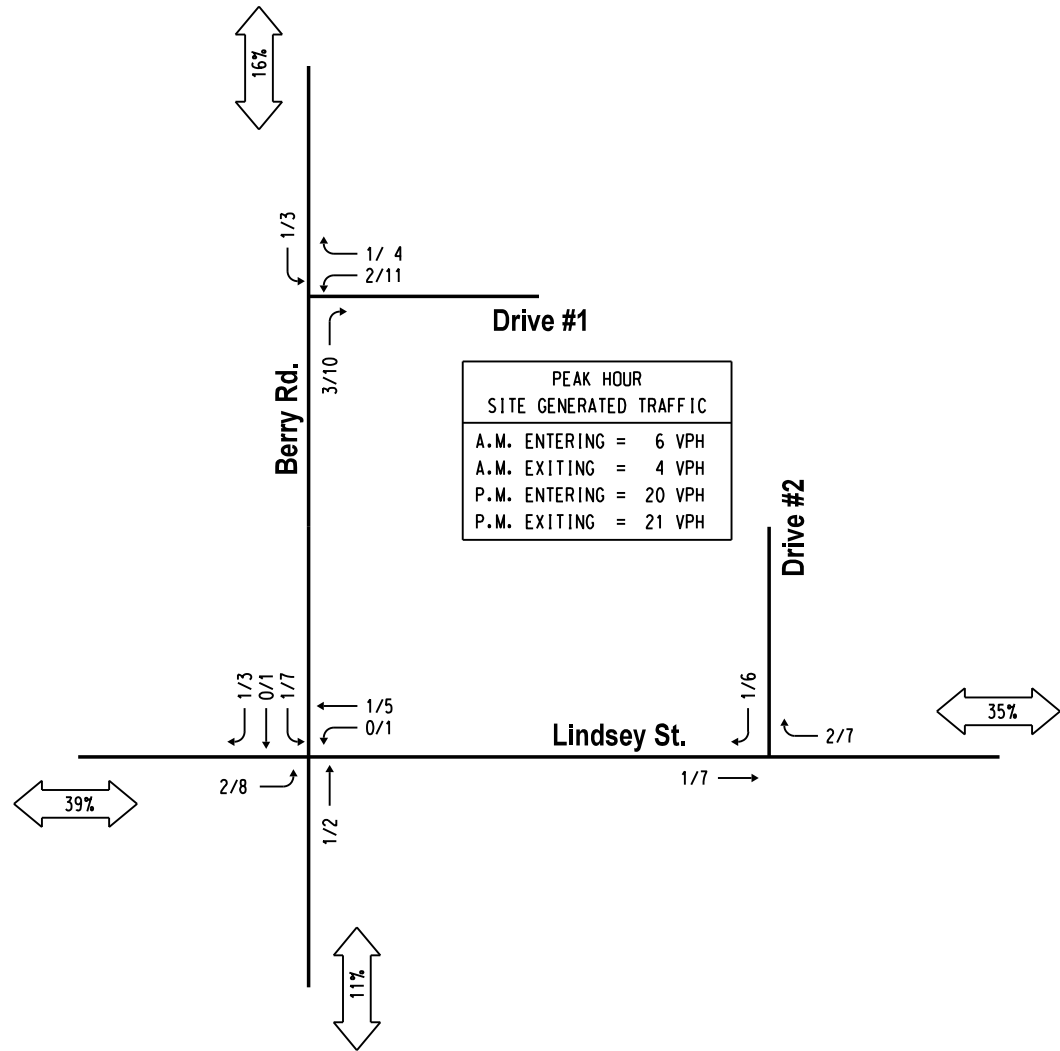
5.0 CAPACITY ANALYSIS

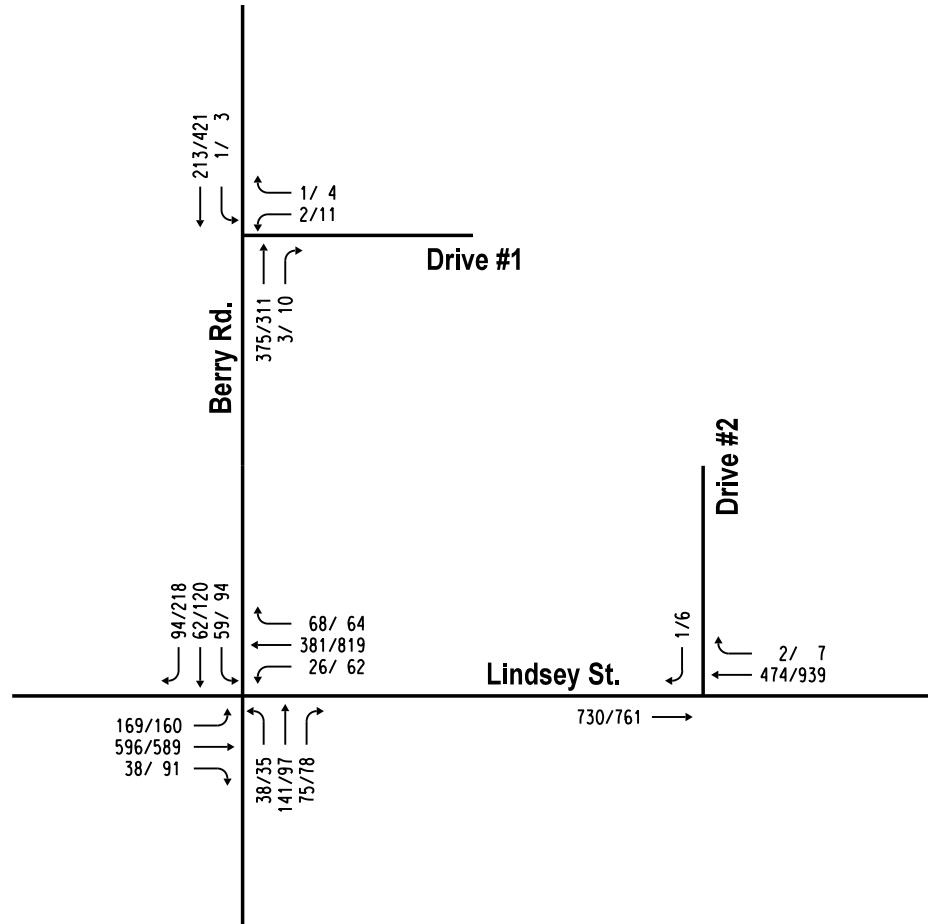
5.1 METHODOLOGY

The capacity analyses were conducted using *Synchro 11*, which is a software package for modeling and optimizing traffic signal timings at signalized intersections and analyzing unsignalized intersections in accordance with the methodology of the latest edition of the *Highway Capacity Manual*. The *Highway Capacity Manual* is published by the Transportation Research Board of the National Research Council, Washington, D.C. The information has been widely accepted throughout the U.S. as a guide for defining and solving transportation challenges. The information is approved and distributed by the U.S. Department of Transportation, Federal Highway Administration.

The capacity analysis provides a measure of the amount of traffic that a given facility can accommodate. Traffic facilities generally operate poorly at or near capacity. The analysis is intended to estimate the maximum amount of traffic that can be accommodated by a facility while maintaining prescribed operational qualities. The definition of operational criteria is accomplished using levels-of-service. The concept of levels-of-service is defined as a qualitative measure and describes operational conditions in terms of such factors as speed and travel time, freedom to maneuver, traffic interruptions, comfort and convenience, and safety. Six levels-of-service are defined for each type of facility for which analysis procedures are available. They are given letter designations, from “A” to “F”, with level-of-service “A” representing the best operating conditions and level-of-service “F” the worst.

The average control delay for signalized intersections is estimated for each lane group and aggregated for each approach and for the intersection as a whole. The level-of-service for this type of traffic control is





directly related to the control delay value. The criteria for stop controlled or unsignalized intersections have different threshold values than do those for signalized intersections. A higher level of control delay has been determined to be acceptable at a signalized intersection for the same level-of-service. The level-of-service criteria are summarized in **Table 2**. For purposes of this report an overall intersection level-of-service “D” or better and a critical approach (approach with the lowest level-of-service) level-of-service “E” or better was considered an acceptable level-of-service.

TABLE 2
Level-of-Service Criteria

| Level of Service | Average Delay (seconds/vehicle) | | Traffic Condition |
|------------------|---------------------------------|------------|---|
| | Unsignalized | Signalized | |
| A | ≤10 | ≤10 | Free Flow |
| B | > 10 - 15 | > 10 - 20 | Stable Flow (slight delays) |
| C | > 15 - 25 | > 20 - 35 | Stable Flow (acceptable delays) |
| D | > 25 - 35 | > 35 - 55 | Approaching Unstable Flow (tolerable delay, occasionally wait through more than one signal cycle before proceeding) |
| E | > 35 - 50 | > 55 - 80 | Unstable Flow (intolerable delay) |
| F | > 50 | > 80 | Forced Flow (congested and queues fail to clear) |

5.2 SCENARIOS

Capacity analyses were conducted for the a.m. and p.m. peak hours at each access point to the proposed development as well as the study intersection of Lindsey Street and Berry Road. The intersections were analyzed and reviewed under the 2021 existing traffic, 2023 future background traffic, and 2023 projected combined traffic. The existing traffic signal timing parameters were obtained from the City of Norman and utilized in the analyses to accurately model existing conditions. The results of the capacity analyses conducted are summarized in **Table 3** and the raw data sheets have been included in the appendix.

TABLE 3
Intersection Capacity Analysis Results

| Intersection | Type of Traffic Control | AM Peak Hour | | | | | PM Peak Hour | | | | |
|---------------------------------|-------------------------|-------------------|-----------------|-----|-----------------|-----|-------------------|-----------------|-----|-----------------|-----|
| | | Critical Approach | | | Intersection | | Critical Approach | | | Intersection | |
| | | Approach | Delay (sec/veh) | LOS | Delay (sec/veh) | LOS | Approach | Delay (sec/veh) | LOS | Delay (sec/veh) | LOS |
| 2021 Existing Traffic | | | | | | | | | | | |
| Lindsey Street and Berry Road | Signalized | NB | 54.4 | D | 43.8 | D | SB | 67.9 | E | 42.4 | D |
| 2023 Future Background Traffic | | | | | | | | | | | |
| Lindsey Street and Berry Road | Signalized | EB | 60.8 | E | 47.7 | D | SB | 72.9 | E | 45.8 | D |
| 2023 Projected Combined Traffic | | | | | | | | | | | |
| Lindsey Street and Berry Road | Signalized | EB | 60.8 | E | 47.7 | D | SB | 74.7 | E | 46.9 | D |
| Berry Road and Drive #1 | Unsignalized/WB Stop | WB | 12.4 | B | 0.1 | A | WB | 14.3 | B | 0.3 | A |
| Lindsey Street and Drive #2 | Unsignalized/SB Stop | SB | 11.5 | B | 0.0 | A | SB | 17.9 | C | 0.1 | A |

5.2.1 2021 EXISTING TRAFFIC

The analyses conducted under the 2021 existing traffic indicated that the critical approach at the intersection of Lindsey Street and Berry Road currently operates at level-of-service “D” during the a.m. peak hour and level-of-service “E” during the p.m. peak hour. The intersection currently operates at an overall level-of-service “D” during the peak hours.

5.2.2 2023 FUTURE BACKGROUND TRAFFIC

Under the 2023 future background traffic, the intersection would be expected to continue operating at acceptable levels-of-service during the peak hours.

5.2.3 2023 PROJECTED COMBINED TRAFFIC

Once the proposed development traffic was added to the 2023 future background traffic, the intersection and each development drive would be expected to operate at acceptable levels-of-service during the peak hours and throughout the remainder of the day and week.

6.0 DRIVEWAY SPACING

In accordance with *“City of Norman Engineering Criteria for Streets, Storm Drainage, Waterlines and Sanitary Sewers”*, July 11, 2006 the following types of driveway criteria were evaluated:

- 1) Minimum spacing requirements for driveways along arterial roadways.
- 2) Corner clearance for driveways next to public road intersections

6.1 MINIMUM SPACING

According to the above-mentioned publication, the minimum spacing requirements for a driveway along an arterial roadway is based on the amount of traffic the development is expected to generate and the posted speed limit on the adjacent roadway which the driveways intersect. The proposed development is considered a small generator (0 to 100 peak hour trips) and Lindsey Street and Berry Road both have

posted speed limits less than 40 mph. Based on these criteria, the minimum spacing between driveways is 220 feet centerline to centerline.

Drive #1 on Berry Road has three private residential driveways within 220 feet. One driveway is the secondary access to the rear of a single-family residence and the other two driveways form a circular drive for one single-family residence. Drive #2 on Lindsey Street has two driveways spaced within 220 feet. One of the driveways is an exit-only driveway for Penny Hill Deli and the other driveway accesses a single-family residence. Due to the specific types of the existing driveways, traffic operational issues would not be anticipated as a result of the close driveway spacing.

6.2 CORNER CLEARANCE

According to the above-mentioned publication, the corner clearance for a driveway next to a public road intersection is based on the posted speed limit of the adjacent street which the driveway intersects and the traffic control at the intersection. The intersection of Lindsey Street and Berry Road is signalized and the posted speed limit on Lindsey Street and Berry Road is less than 40 miles per hour. Based on these criteria, the minimum required corner clearance from the edge of pavement of the intersecting street to the centerline of driveway 175 feet on Lindsey Street and Berry Road.

The centerline of Drive #1 on Berry Road is proposed to be constructed approximately 255 feet north of the edge of road of Lindsey Street. The centerline of Drive #2 on Lindsey Street is proposed to be constructed approximately 180 feet east of the edge of road of Berry Road. Therefore, both development driveways satisfy the City's minimum corner clearance requirement.

7.0 QUEUING ANALYSIS

Development Drive #1 is proposed to be located approximately 240 feet north of the southbound stop bar and development Drive #2 is proposed to be located approximately 160 feet east of the westbound stop bar at the intersection of Lindsey Street and Berry Road. The southbound and westbound queue lengths at the intersection of Lindsey Street and Berry Road were evaluated to determine the 95th percentile queue length to determine if the through traffic on Lindsey Street and Berry Road would queue beyond the development driveways. The 95th percentile queue is defined as the queue length of vehicles

which has only a five percent probability of being exceeded during the analysis periods and is commonly used to determine the appropriate storage length for turn lanes. The queuing analyses were conducted in Synchro SimTraffic and the results were based on the average of five sixty-minute traffic models. The results of the queuing analyses have been included in the appendix.

The queuing analysis of the southbound approach indicated the 95th percentile queue length would be 223 feet during the a.m. peak hour and 274 feet during the p.m. peak hour under the 2023 projected combined traffic scenario. Based on the results of the analyses, the southbound movement on Berry Road would not be expected to queue to or beyond Drive #1 except for a brief period during the p.m. peak hour. Drive #1 would not impact traffic operations of the through traffic on Berry Road, but the southbound queuing may increase vehicular delay of left turning vehicles exiting Drive #1 during the p.m. peak hour. The additional vehicular queuing would be contained within the development. There would be no traffic operational issues during the a.m. peak hour or throughout the remainder of the day and week.

The queuing analysis of the westbound approach indicated the 95th percentile queue length would be 156 feet during the a.m. peak hour and 178 feet during the p.m. peak hour. Based on the results of the analyses, the westbound movement on Lindsey Street would not be expected to queue to or beyond Drive #2 except for a brief period during the p.m. peak hour. Drive #2 would not impact traffic operations of the through traffic on Lindsey Street, but the westbound queuing may increase vehicular delay of right turning vehicles exiting Drive #2 during the p.m. peak hour. The additional vehicular queuing would be contained within the development. There would be no traffic operational issues during the a.m. peak hour or throughout the remainder of the day and week.

8.0 CONCLUSIONS

8.1 SUMMARY

TEC was requested to conduct a traffic impact analysis on a proposed commercial development in Norman, Oklahoma. Existing traffic volume data was collected adjacent to the proposed development. The existing traffic was utilized to determine the background traffic for 2023 by applying an average annual growth rate of 2.5% to the 2021 existing traffic volumes. The 2023 design period was selected as

the year the development is projected to be completed. The proposed development traffic was then determined and added to the 2023 future background traffic for conducting the reviews and analyses.

The analyses conducted under the 2021 existing traffic and 2023 future background traffic indicated that the intersection of Lindsey Street and Berry Road currently operates and would be expected to continue operating at acceptable levels-of-service during the a.m. and p.m. peak hours. Once the proposed development traffic was added to the 2023 future background traffic, each study intersection and the development driveway would be expected to continue operating at an acceptable level-of-service during the peak hours and throughout the remainder of the day and week.

8.2 RECOMMENDATIONS

The small amount of traffic projected to be generated by the development would have minimal effects on the surrounding roadway network. The analyses indicate the additional development traffic would not increase vehicle delay during the a.m. peak hour, when retail shops are typically closed, and would only increase vehicle delay by less than two seconds during the p.m. peak hour. Based on the results of the analyses conducted, no traffic control or geometric roadway improvements are necessary as a result of the proposed development for traffic to operate at an acceptable level-of-service through 2023 when the proposed development is estimated to be completed.

TRAFFIC DATA

Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

Full Length (12 AM-12 AM (+1))

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

| Leg Direction | North Southbound | | | | | East Westbound | | | | | South Northbound | | | | | West Eastbound | | | | | |
|--------------------|---------------------|----|----|---|-----|-------------------|-----|----|---|-----|---------------------|----|----|---|-----|-------------------|-----|----|---|-----|-----|
| Time | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | Int |
| 2021-09-01 12:00AM | 2 | 5 | 3 | 0 | 10 | 0 | 13 | 2 | 0 | 15 | 1 | 4 | 3 | 0 | 8 | 5 | 24 | 0 | 0 | 29 | 62 |
| 12:15AM | 2 | 1 | 0 | 0 | 3 | 3 | 21 | 3 | 0 | 27 | 3 | 0 | 2 | 0 | 5 | 2 | 27 | 2 | 0 | 31 | 66 |
| 12:30AM | 2 | 3 | 0 | 0 | 5 | 0 | 17 | 0 | 0 | 17 | 1 | 2 | 0 | 0 | 3 | 2 | 28 | 0 | 0 | 30 | 55 |
| 12:45AM | 0 | 1 | 3 | 0 | 4 | 0 | 12 | 2 | 0 | 14 | 0 | 0 | 1 | 0 | 1 | 5 | 20 | 1 | 0 | 26 | 45 |
| Hourly Total | 6 | 10 | 6 | 0 | 22 | 3 | 63 | 7 | 0 | 73 | 5 | 6 | 6 | 0 | 17 | 14 | 99 | 3 | 0 | 116 | 228 |
| 1:00AM | 1 | 2 | 1 | 0 | 4 | 0 | 8 | 0 | 0 | 8 | 0 | 1 | 1 | 0 | 2 | 2 | 10 | 0 | 0 | 12 | 26 |
| 1:15AM | 1 | 0 | 2 | 0 | 3 | 0 | 13 | 1 | 0 | 14 | 0 | 0 | 0 | 0 | 0 | 1 | 13 | 0 | 0 | 14 | 31 |
| 1:30AM | 0 | 0 | 1 | 0 | 1 | 1 | 8 | 0 | 0 | 9 | 0 | 0 | 2 | 0 | 2 | 1 | 12 | 0 | 0 | 13 | 25 |
| 1:45AM | 1 | 3 | 0 | 0 | 4 | 0 | 10 | 0 | 0 | 10 | 1 | 0 | 0 | 0 | 1 | 0 | 5 | 1 | 0 | 6 | 21 |
| Hourly Total | 3 | 5 | 4 | 0 | 12 | 1 | 39 | 1 | 0 | 41 | 1 | 1 | 3 | 0 | 5 | 4 | 40 | 1 | 0 | 45 | 103 |
| 2:00AM | 0 | 2 | 3 | 0 | 5 | 0 | 4 | 0 | 0 | 4 | 0 | 1 | 0 | 0 | 1 | 4 | 9 | 0 | 0 | 13 | 23 |
| 2:15AM | 0 | 0 | 2 | 0 | 2 | 0 | 6 | 3 | 0 | 9 | 0 | 0 | 0 | 0 | 0 | 1 | 9 | 1 | 0 | 11 | 22 |
| 2:30AM | 0 | 1 | 3 | 0 | 4 | 0 | 4 | 0 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 1 | 7 | 0 | 0 | 8 | 16 |
| 2:45AM | 0 | 0 | 2 | 0 | 2 | 0 | 3 | 2 | 0 | 5 | 0 | 0 | 0 | 0 | 0 | 0 | 4 | 2 | 0 | 6 | 13 |
| Hourly Total | 0 | 3 | 10 | 0 | 13 | 0 | 17 | 5 | 0 | 22 | 0 | 1 | 0 | 0 | 1 | 6 | 29 | 3 | 0 | 38 | 74 |
| 3:00AM | 0 | 1 | 1 | 0 | 2 | 0 | 7 | 0 | 0 | 7 | 0 | 0 | 0 | 0 | 0 | 1 | 5 | 0 | 0 | 6 | 15 |
| 3:15AM | 1 | 0 | 0 | 0 | 1 | 0 | 9 | 0 | 0 | 9 | 0 | 0 | 1 | 0 | 1 | 0 | 2 | 0 | 0 | 2 | 13 |
| 3:30AM | 0 | 1 | 1 | 0 | 2 | 0 | 4 | 0 | 0 | 4 | 1 | 1 | 0 | 0 | 2 | 0 | 3 | 0 | 0 | 3 | 11 |
| 3:45AM | 0 | 0 | 2 | 0 | 2 | 0 | 3 | 1 | 0 | 4 | 0 | 0 | 0 | 0 | 0 | 1 | 6 | 0 | 0 | 7 | 13 |
| Hourly Total | 1 | 2 | 4 | 0 | 7 | 0 | 23 | 1 | 0 | 24 | 1 | 1 | 1 | 0 | 3 | 2 | 16 | 0 | 0 | 18 | 52 |
| 4:00AM | 1 | 0 | 0 | 0 | 1 | 0 | 7 | 0 | 0 | 7 | 0 | 0 | 1 | 0 | 1 | 0 | 5 | 0 | 0 | 5 | 14 |
| 4:15AM | 1 | 0 | 2 | 0 | 3 | 1 | 12 | 0 | 0 | 13 | 0 | 1 | 1 | 0 | 2 | 0 | 10 | 0 | 0 | 10 | 28 |
| 4:30AM | 4 | 0 | 1 | 0 | 5 | 0 | 10 | 0 | 0 | 10 | 0 | 0 | 5 | 0 | 5 | 0 | 9 | 0 | 0 | 9 | 29 |
| 4:45AM | 1 | 1 | 3 | 0 | 5 | 0 | 16 | 2 | 0 | 18 | 0 | 0 | 2 | 0 | 2 | 0 | 7 | 0 | 0 | 7 | 32 |
| Hourly Total | 7 | 1 | 6 | 0 | 14 | 1 | 45 | 2 | 0 | 48 | 0 | 1 | 9 | 0 | 10 | 0 | 31 | 0 | 0 | 31 | 103 |
| 5:00AM | 1 | 0 | 1 | 0 | 2 | 0 | 15 | 0 | 0 | 15 | 0 | 0 | 2 | 0 | 2 | 2 | 11 | 1 | 0 | 14 | 33 |
| 5:15AM | 4 | 1 | 0 | 0 | 5 | 0 | 13 | 2 | 0 | 15 | 0 | 2 | 2 | 0 | 4 | 2 | 25 | 0 | 0 | 27 | 51 |
| 5:30AM | 3 | 0 | 3 | 0 | 6 | 0 | 24 | 2 | 0 | 26 | 3 | 3 | 1 | 0 | 7 | 4 | 25 | 0 | 0 | 29 | 68 |
| 5:45AM | 5 | 2 | 5 | 0 | 12 | 0 | 38 | 4 | 0 | 42 | 3 | 2 | 0 | 0 | 5 | 4 | 26 | 1 | 0 | 31 | 90 |
| Hourly Total | 13 | 3 | 9 | 0 | 25 | 0 | 90 | 8 | 0 | 98 | 6 | 7 | 5 | 0 | 18 | 12 | 87 | 2 | 0 | 101 | 242 |
| 6:00AM | 3 | 2 | 5 | 0 | 10 | 0 | 32 | 3 | 0 | 35 | 2 | 5 | 4 | 0 | 11 | 6 | 30 | 2 | 0 | 38 | 94 |
| 6:15AM | 3 | 2 | 3 | 0 | 8 | 0 | 44 | 1 | 0 | 45 | 1 | 6 | 5 | 0 | 12 | 2 | 36 | 2 | 0 | 40 | 105 |
| 6:30AM | 5 | 3 | 4 | 0 | 12 | 3 | 67 | 3 | 0 | 73 | 3 | 10 | 0 | 0 | 13 | 5 | 31 | 5 | 0 | 41 | 139 |
| 6:45AM | 9 | 4 | 14 | 0 | 27 | 2 | 75 | 5 | 0 | 82 | 5 | 16 | 2 | 0 | 23 | 16 | 67 | 3 | 0 | 86 | 218 |
| Hourly Total | 20 | 11 | 26 | 0 | 57 | 5 | 218 | 12 | 0 | 235 | 11 | 37 | 11 | 0 | 59 | 29 | 164 | 12 | 0 | 205 | 556 |
| 7:00AM | 9 | 3 | 11 | 0 | 23 | 2 | 85 | 13 | 0 | 100 | 11 | 20 | 6 | 0 | 37 | 18 | 65 | 6 | 0 | 89 | 249 |
| 7:15AM | 5 | 14 | 13 | 0 | 32 | 1 | 86 | 10 | 0 | 97 | 6 | 24 | 8 | 0 | 38 | 31 | 73 | 3 | 1 | 108 | 275 |
| 7:30AM | 22 | 11 | 35 | 1 | 69 | 5 | 118 | 18 | 0 | 141 | 12 | 23 | 5 | 0 | 40 | 40 | 115 | 9 | 0 | 164 | 898 |

| Leg Direction | North Southbound | | | | | East Westbound | | | | | South Northbound | | | | | West Eastbound | | | | | Item 34. |
|---------------|------------------|----|-----|---|-----|----------------|-----|----|---|-----|------------------|-----|----|---|-----|----------------|-----|----|---|-----|----------|
| Time | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | Int |
| 7:45AM | 21 | 14 | 24 | 2 | 61 | 6 | 87 | 16 | 0 | 109 | 9 | 26 | 17 | 0 | 52 | 52 | 152 | 6 | 0 | 210 | 432 |
| Hourly Total | 57 | 42 | 83 | 3 | 185 | 14 | 376 | 57 | 0 | 447 | 38 | 93 | 36 | 0 | 167 | 141 | 405 | 24 | 1 | 571 | 1370 |
| 8:00AM | 10 | 11 | 19 | 1 | 41 | 5 | 119 | 18 | 0 | 142 | 9 | 29 | 21 | 0 | 59 | 32 | 124 | 11 | 0 | 167 | 409 |
| 8:15AM | 11 | 13 | 22 | 1 | 47 | 6 | 74 | 12 | 0 | 92 | 9 | 34 | 11 | 0 | 54 | 33 | 145 | 10 | 0 | 188 | 381 |
| 8:30AM | 13 | 21 | 24 | 0 | 58 | 8 | 82 | 19 | 0 | 109 | 9 | 44 | 22 | 0 | 75 | 42 | 147 | 9 | 0 | 198 | 440 |
| 8:45AM | 29 | 30 | 33 | 0 | 92 | 5 | 91 | 12 | 0 | 108 | 4 | 41 | 13 | 0 | 58 | 32 | 117 | 11 | 0 | 160 | 418 |
| Hourly Total | 63 | 75 | 98 | 2 | 238 | 24 | 366 | 61 | 0 | 451 | 31 | 148 | 67 | 0 | 246 | 139 | 533 | 41 | 0 | 713 | 1648 |
| 9:00AM | 16 | 10 | 30 | 0 | 56 | 3 | 69 | 10 | 0 | 82 | 9 | 25 | 17 | 0 | 51 | 31 | 148 | 7 | 0 | 186 | 375 |
| 9:15AM | 11 | 10 | 26 | 0 | 47 | 3 | 105 | 19 | 0 | 127 | 7 | 19 | 16 | 0 | 42 | 28 | 94 | 4 | 0 | 126 | 342 |
| 9:30AM | 7 | 9 | 27 | 0 | 43 | 6 | 128 | 14 | 0 | 148 | 4 | 12 | 9 | 0 | 25 | 30 | 105 | 7 | 0 | 142 | 358 |
| 9:45AM | 13 | 21 | 30 | 0 | 64 | 6 | 93 | 11 | 0 | 110 | 4 | 18 | 8 | 0 | 30 | 31 | 114 | 10 | 0 | 155 | 359 |
| Hourly Total | 47 | 50 | 113 | 0 | 210 | 18 | 395 | 54 | 0 | 467 | 24 | 74 | 50 | 0 | 148 | 120 | 461 | 28 | 0 | 609 | 1434 |
| 10:00AM | 11 | 9 | 20 | 0 | 40 | 7 | 93 | 18 | 0 | 118 | 5 | 13 | 12 | 0 | 30 | 44 | 116 | 4 | 0 | 164 | 352 |
| 10:15AM | 13 | 9 | 30 | 0 | 52 | 12 | 91 | 14 | 0 | 117 | 8 | 21 | 10 | 0 | 39 | 28 | 106 | 11 | 0 | 145 | 353 |
| 10:30AM | 16 | 23 | 24 | 0 | 63 | 10 | 133 | 19 | 0 | 162 | 5 | 16 | 6 | 0 | 27 | 29 | 97 | 12 | 0 | 138 | 390 |
| 10:45AM | 12 | 17 | 23 | 1 | 53 | 4 | 115 | 14 | 1 | 134 | 6 | 19 | 12 | 0 | 37 | 29 | 96 | 7 | 0 | 132 | 356 |
| Hourly Total | 52 | 58 | 97 | 1 | 208 | 33 | 432 | 65 | 1 | 531 | 24 | 69 | 40 | 0 | 133 | 130 | 415 | 34 | 0 | 579 | 1451 |
| 11:00AM | 22 | 19 | 24 | 1 | 66 | 3 | 101 | 11 | 0 | 115 | 5 | 17 | 10 | 0 | 32 | 24 | 114 | 10 | 0 | 148 | 361 |
| 11:15AM | 10 | 11 | 30 | 0 | 51 | 8 | 106 | 12 | 0 | 126 | 7 | 22 | 12 | 0 | 41 | 39 | 102 | 15 | 0 | 156 | 374 |
| 11:30AM | 19 | 32 | 27 | 0 | 78 | 9 | 148 | 13 | 0 | 170 | 20 | 25 | 7 | 0 | 52 | 35 | 105 | 16 | 0 | 156 | 456 |
| 11:45AM | 19 | 19 | 41 | 1 | 80 | 8 | 145 | 21 | 0 | 174 | 11 | 25 | 10 | 0 | 46 | 41 | 102 | 17 | 0 | 160 | 460 |
| Hourly Total | 70 | 81 | 122 | 2 | 275 | 28 | 500 | 57 | 0 | 585 | 43 | 89 | 39 | 0 | 171 | 139 | 423 | 58 | 0 | 620 | 1651 |
| 12:00PM | 15 | 26 | 54 | 0 | 95 | 10 | 142 | 16 | 0 | 168 | 10 | 21 | 18 | 0 | 49 | 39 | 134 | 19 | 0 | 192 | 504 |
| 12:15PM | 16 | 18 | 37 | 0 | 71 | 9 | 125 | 9 | 0 | 143 | 11 | 18 | 16 | 0 | 45 | 43 | 145 | 21 | 0 | 209 | 468 |
| 12:30PM | 17 | 25 | 40 | 0 | 82 | 14 | 178 | 16 | 0 | 208 | 9 | 21 | 19 | 0 | 49 | 53 | 124 | 24 | 0 | 201 | 540 |
| 12:45PM | 23 | 22 | 40 | 0 | 85 | 11 | 123 | 17 | 0 | 151 | 8 | 20 | 19 | 0 | 47 | 45 | 140 | 18 | 0 | 203 | 486 |
| Hourly Total | 71 | 91 | 171 | 0 | 333 | 44 | 568 | 58 | 0 | 670 | 38 | 80 | 72 | 0 | 190 | 180 | 543 | 82 | 0 | 805 | 1998 |
| 1:00PM | 29 | 22 | 44 | 0 | 95 | 0 | 101 | 13 | 1 | 115 | 7 | 17 | 7 | 0 | 31 | 44 | 140 | 7 | 0 | 191 | 432 |
| 1:15PM | 21 | 17 | 45 | 0 | 83 | 11 | 121 | 23 | 0 | 155 | 8 | 15 | 17 | 0 | 40 | 31 | 109 | 13 | 0 | 153 | 431 |
| 1:30PM | 6 | 27 | 38 | 0 | 71 | 12 | 177 | 19 | 1 | 209 | 13 | 11 | 12 | 0 | 36 | 26 | 110 | 13 | 0 | 149 | 465 |
| 1:45PM | 17 | 17 | 32 | 0 | 66 | 7 | 175 | 19 | 0 | 201 | 7 | 14 | 10 | 0 | 31 | 38 | 128 | 12 | 0 | 178 | 476 |
| Hourly Total | 73 | 83 | 159 | 0 | 315 | 30 | 574 | 74 | 2 | 680 | 35 | 57 | 46 | 0 | 138 | 139 | 487 | 45 | 0 | 671 | 1804 |
| 2:00PM | 14 | 18 | 31 | 1 | 64 | 7 | 113 | 12 | 1 | 133 | 10 | 12 | 8 | 0 | 30 | 26 | 115 | 14 | 0 | 155 | 382 |
| 2:15PM | 18 | 27 | 29 | 0 | 74 | 7 | 126 | 16 | 1 | 150 | 8 | 15 | 11 | 0 | 34 | 44 | 125 | 16 | 0 | 185 | 443 |
| 2:30PM | 18 | 24 | 44 | 0 | 86 | 11 | 150 | 14 | 1 | 176 | 9 | 17 | 13 | 0 | 39 | 43 | 129 | 13 | 0 | 185 | 486 |
| 2:45PM | 19 | 25 | 46 | 0 | 90 | 8 | 179 | 16 | 0 | 203 | 10 | 22 | 16 | 0 | 48 | 30 | 118 | 16 | 0 | 164 | 505 |
| Hourly Total | 69 | 94 | 150 | 1 | 314 | 33 | 568 | 58 | 3 | 662 | 37 | 66 | 48 | 0 | 151 | 143 | 487 | 59 | 0 | 689 | 1816 |
| 3:00PM | 26 | 30 | 49 | 0 | 105 | 15 | 202 | 17 | 1 | 235 | 4 | 13 | 8 | 0 | 25 | 30 | 108 | 9 | 0 | 147 | 512 |
| 3:15PM | 15 | 27 | 36 | 0 | 78 | 13 | 164 | 15 | 0 | 192 | 11 | 19 | 4 | 0 | 34 | 27 | 138 | 12 | 0 | 177 | 481 |
| 3:30PM | 12 | 21 | 44 | 1 | 78 | 14 | 165 | 17 | 0 | 196 | 16 | 26 | 15 | 0 | 57 | 35 | 124 | 16 | 0 | 175 | 506 |
| 3:45PM | 31 | 18 | 30 | 1 | 80 | 11 | 157 | 22 | 0 | 190 | 13 | 30 | 14 | 0 | 57 | 40 | 139 | 16 | 0 | 195 | 522 |
| Hourly Total | 84 | 96 | 159 | 2 | 341 | 53 | 688 | 71 | 1 | 813 | 44 | 88 | 41 | 0 | 173 | 132 | 509 | 53 | 0 | 694 | 2021 |
| 4:00PM | 31 | 37 | 31 | 0 | 99 | 7 | 148 | 18 | 0 | 173 | 5 | 24 | 18 | 0 | 47 | 32 | 132 | 20 | 0 | 184 | 503 |
| 4:15PM | 23 | 37 | 57 | 1 | 118 | 18 | 142 | 8 | 1 | 169 | 4 | 15 | 16 | 0 | 35 | 34 | 130 | 14 | 0 | 178 | 508 |
| 4:30PM | 22 | 26 | 53 | 0 | 101 | 12 | 196 | 18 | 0 | 226 | 11 | 23 | 12 | 0 | 46 | 33 | 140 | 26 | 0 | 199 | 508 |

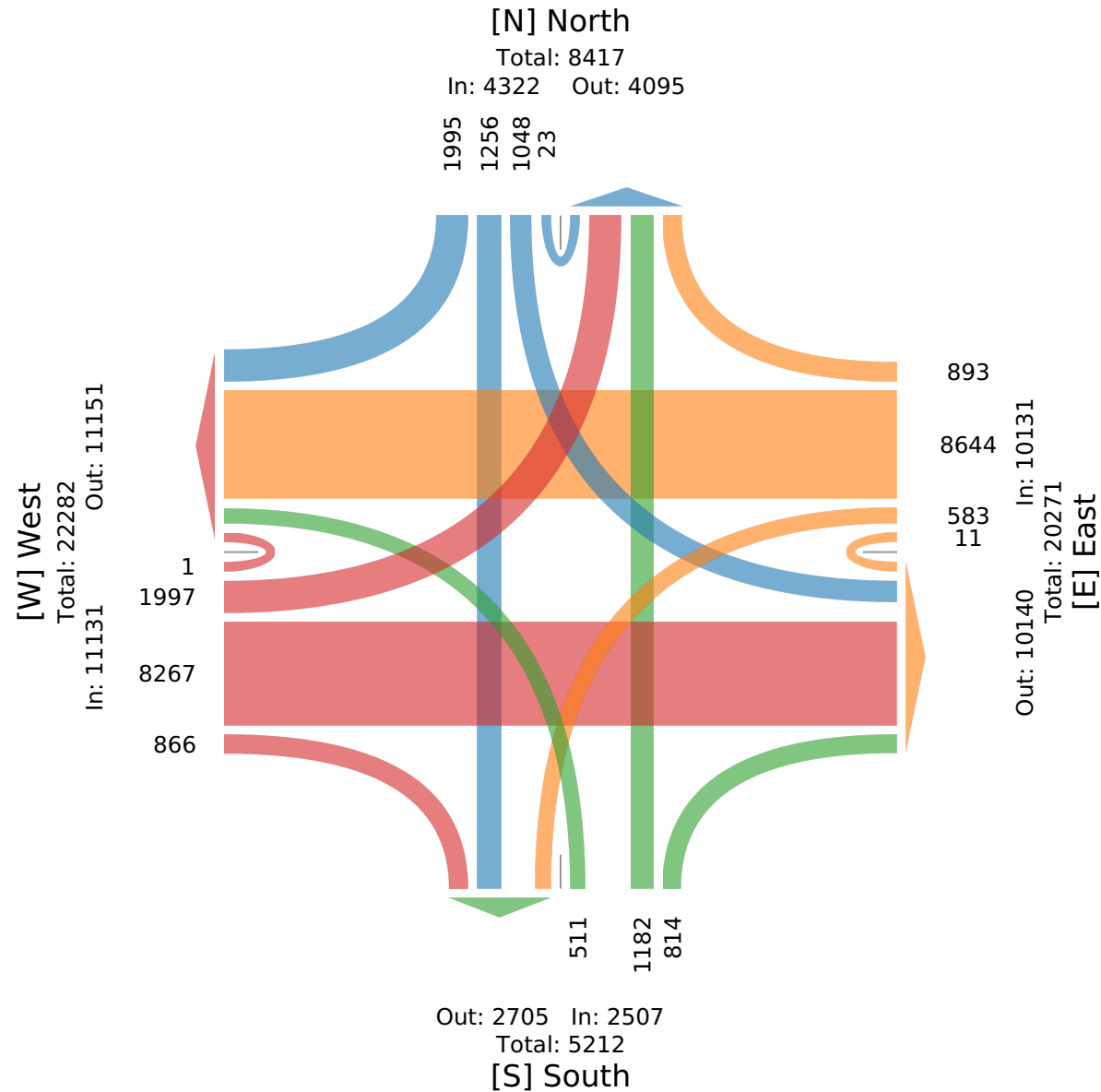
| Leg Direction | North Southbound | | | | | East Westbound | | | | | South Northbound | | | | | West Eastbound | | | | | Item 34. | |
|------------------------------|------------------|-------|-------|------|-------|----------------|-------|-------|------|-------|------------------|-------|-------|----|-------|----------------|-------|-------|------|-------|----------|--|
| Time | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | Int | |
| 4:45PM | 20 | 28 | 60 | 0 | 108 | 23 | 188 | 13 | 1 | 225 | 9 | 28 | 22 | 0 | 59 | 37 | 136 | 23 | 0 | 196 | 588 | |
| Hourly Total | 96 | 128 | 201 | 1 | 426 | 60 | 674 | 57 | 2 | 793 | 29 | 90 | 68 | 0 | 187 | 136 | 538 | 83 | 0 | 757 | 2163 | |
| 5:00PM | 23 | 33 | 40 | 3 | 99 | 11 | 200 | 20 | 0 | 231 | 6 | 19 | 24 | 0 | 49 | 43 | 134 | 17 | 0 | 194 | 573 | |
| 5:15PM | 18 | 26 | 52 | 0 | 96 | 12 | 191 | 10 | 0 | 213 | 7 | 20 | 16 | 0 | 43 | 32 | 151 | 21 | 0 | 204 | 556 | |
| 5:30PM | 27 | 31 | 32 | 1 | 91 | 16 | 191 | 7 | 0 | 214 | 10 | 16 | 15 | 0 | 41 | 31 | 147 | 27 | 0 | 205 | 551 | |
| 5:45PM | 9 | 36 | 40 | 0 | 85 | 13 | 166 | 11 | 1 | 191 | 4 | 24 | 20 | 0 | 48 | 38 | 147 | 21 | 0 | 206 | 530 | |
| Hourly Total | 77 | 126 | 164 | 4 | 371 | 52 | 748 | 48 | 1 | 849 | 27 | 79 | 75 | 0 | 181 | 144 | 579 | 86 | 0 | 809 | 2210 | |
| 6:00PM | 11 | 17 | 40 | 2 | 70 | 23 | 185 | 20 | 0 | 228 | 10 | 16 | 21 | 0 | 47 | 35 | 133 | 27 | 0 | 195 | 540 | |
| 6:15PM | 15 | 32 | 34 | 1 | 82 | 10 | 143 | 12 | 0 | 165 | 14 | 17 | 19 | 0 | 50 | 21 | 152 | 23 | 0 | 196 | 493 | |
| 6:30PM | 10 | 27 | 25 | 1 | 63 | 10 | 137 | 18 | 0 | 165 | 5 | 9 | 8 | 0 | 22 | 34 | 137 | 20 | 0 | 191 | 441 | |
| 6:45PM | 14 | 15 | 34 | 0 | 63 | 7 | 131 | 9 | 0 | 147 | 10 | 20 | 13 | 0 | 43 | 35 | 150 | 18 | 0 | 203 | 456 | |
| Hourly Total | 50 | 91 | 133 | 4 | 278 | 50 | 596 | 59 | 0 | 705 | 39 | 62 | 61 | 0 | 162 | 125 | 572 | 88 | 0 | 785 | 1930 | |
| 7:00PM | 10 | 21 | 19 | 0 | 50 | 11 | 153 | 8 | 0 | 172 | 6 | 12 | 12 | 0 | 30 | 21 | 136 | 17 | 0 | 174 | 426 | |
| 7:15PM | 8 | 14 | 21 | 0 | 43 | 7 | 129 | 4 | 0 | 140 | 7 | 11 | 18 | 0 | 36 | 20 | 149 | 9 | 0 | 178 | 397 | |
| 7:30PM | 15 | 21 | 26 | 1 | 63 | 11 | 112 | 5 | 0 | 128 | 7 | 11 | 13 | 0 | 31 | 21 | 118 | 21 | 0 | 160 | 382 | |
| 7:45PM | 14 | 20 | 29 | 1 | 64 | 10 | 112 | 8 | 0 | 130 | 10 | 18 | 10 | 0 | 38 | 24 | 105 | 13 | 0 | 142 | 374 | |
| Hourly Total | 47 | 76 | 95 | 2 | 220 | 39 | 506 | 25 | 0 | 570 | 30 | 52 | 53 | 0 | 135 | 86 | 508 | 60 | 0 | 654 | 1579 | |
| 8:00PM | 13 | 18 | 25 | 0 | 56 | 12 | 116 | 14 | 0 | 142 | 6 | 6 | 13 | 0 | 25 | 30 | 122 | 8 | 0 | 160 | 383 | |
| 8:15PM | 12 | 12 | 20 | 0 | 44 | 9 | 122 | 15 | 0 | 146 | 9 | 20 | 13 | 0 | 42 | 16 | 136 | 15 | 0 | 167 | 399 | |
| 8:30PM | 13 | 18 | 18 | 0 | 49 | 8 | 105 | 10 | 1 | 124 | 4 | 10 | 4 | 0 | 18 | 24 | 113 | 15 | 0 | 152 | 343 | |
| 8:45PM | 8 | 19 | 14 | 0 | 41 | 12 | 107 | 15 | 0 | 134 | 7 | 10 | 7 | 0 | 24 | 19 | 138 | 13 | 0 | 170 | 369 | |
| Hourly Total | 46 | 67 | 77 | 0 | 190 | 41 | 450 | 54 | 1 | 546 | 26 | 46 | 37 | 0 | 109 | 89 | 509 | 51 | 0 | 649 | 1494 | |
| 9:00PM | 15 | 10 | 16 | 0 | 41 | 10 | 105 | 12 | 0 | 127 | 6 | 10 | 7 | 0 | 23 | 14 | 105 | 10 | 0 | 129 | 320 | |
| 9:15PM | 15 | 14 | 19 | 1 | 49 | 11 | 98 | 7 | 0 | 116 | 6 | 4 | 8 | 0 | 18 | 11 | 103 | 7 | 0 | 121 | 304 | |
| 9:30PM | 9 | 10 | 12 | 0 | 31 | 5 | 96 | 8 | 0 | 109 | 2 | 4 | 3 | 0 | 9 | 10 | 97 | 10 | 0 | 117 | 266 | |
| 9:45PM | 10 | 7 | 15 | 0 | 32 | 2 | 66 | 4 | 0 | 72 | 0 | 3 | 8 | 0 | 11 | 8 | 85 | 6 | 0 | 99 | 214 | |
| Hourly Total | 49 | 41 | 62 | 1 | 153 | 28 | 365 | 31 | 0 | 424 | 14 | 21 | 26 | 0 | 61 | 43 | 390 | 33 | 0 | 466 | 1104 | |
| 10:00PM | 7 | 7 | 9 | 0 | 23 | 6 | 68 | 5 | 0 | 79 | 0 | 3 | 2 | 0 | 5 | 6 | 72 | 5 | 0 | 83 | 190 | |
| 10:15PM | 9 | 3 | 9 | 0 | 21 | 3 | 35 | 3 | 0 | 41 | 2 | 3 | 2 | 0 | 7 | 9 | 81 | 4 | 0 | 94 | 163 | |
| 10:30PM | 3 | 1 | 4 | 0 | 8 | 4 | 49 | 5 | 0 | 58 | 2 | 2 | 3 | 0 | 7 | 5 | 70 | 3 | 0 | 78 | 151 | |
| 10:45PM | 6 | 1 | 11 | 0 | 18 | 3 | 56 | 7 | 0 | 66 | 0 | 3 | 5 | 0 | 8 | 9 | 55 | 0 | 0 | 64 | 156 | |
| Hourly Total | 25 | 12 | 33 | 0 | 70 | 16 | 208 | 20 | 0 | 244 | 4 | 11 | 12 | 0 | 27 | 29 | 278 | 12 | 0 | 319 | 660 | |
| 11:00PM | 6 | 3 | 2 | 0 | 11 | 5 | 51 | 2 | 0 | 58 | 0 | 1 | 2 | 0 | 3 | 4 | 43 | 0 | 0 | 47 | 119 | |
| 11:15PM | 8 | 3 | 4 | 0 | 15 | 1 | 26 | 2 | 0 | 29 | 2 | 1 | 2 | 0 | 5 | 6 | 55 | 0 | 0 | 61 | 110 | |
| 11:30PM | 5 | 3 | 3 | 0 | 11 | 3 | 39 | 2 | 0 | 44 | 2 | 0 | 2 | 0 | 4 | 3 | 38 | 5 | 0 | 46 | 105 | |
| 11:45PM | 3 | 1 | 4 | 0 | 8 | 1 | 19 | 2 | 0 | 22 | 0 | 1 | 2 | 0 | 3 | 2 | 28 | 3 | 0 | 33 | 66 | |
| Hourly Total | 22 | 10 | 13 | 0 | 45 | 10 | 135 | 8 | 0 | 153 | 4 | 3 | 8 | 0 | 15 | 15 | 164 | 8 | 0 | 187 | 400 | |
| Total | 1048 | 1256 | 1995 | 23 | 4322 | 583 | 8644 | 893 | 11 | 10131 | 511 | 1182 | 814 | 0 | 2507 | 1997 | 8267 | 866 | 1 | 11131 | 28091 | |
| % Approach | 24.2% | 29.1% | 46.2% | 0.5% | - | 5.8% | 85.3% | 8.8% | 0.1% | - | 20.4% | 47.1% | 32.5% | 0% | - | 17.9% | 74.3% | 7.8% | 0% | - | - | |
| % Total | 3.7% | 4.5% | 7.1% | 0.1% | 15.4% | 2.1% | 30.8% | 3.2% | 0% | 36.1% | 1.8% | 4.2% | 2.9% | 0% | 8.9% | 7.1% | 29.4% | 3.1% | 0% | 39.6% | - | |
| Lights | 1041 | 1248 | 1971 | 23 | 4283 | 577 | 8534 | 889 | 11 | 10011 | 503 | 1165 | 803 | 0 | 2471 | 1969 | 8152 | 857 | 1 | 10979 | 27744 | |
| % Lights | 99.3% | 99.4% | 98.8% | 100% | 99.1% | 99.0% | 98.7% | 99.6% | 100% | 98.8% | 98.4% | 98.6% | 98.6% | 0% | 98.6% | 98.6% | 98.6% | 99.0% | 100% | 98.6% | 98.8% | |
| Articulated Trucks | 0 | 0 | 0 | 0 | 0 | 2 | 18 | 1 | 0 | 21 | 0 | 0 | 2 | 0 | 2 | 2 | 25 | 0 | 0 | 27 | 50 | |
| % Articulated Trucks | 0% | 0% | 0% | 0% | 0% | 0.3% | 0.2% | 0.1% | 0% | 0.2% | 0% | 0% | 0.2% | 0% | 0.1% | 0.1% | 0.3% | 0% | 0% | 0.2% | | |
| Buses and Single-Unit Trucks | 7 | 8 | 24 | 0 | 39 | 4 | 92 | 3 | 0 | 99 | 8 | 17 | 9 | 0 | 34 | 26 | 90 | 9 | 0 | 125 | 900 | |

| | | | | | | | | | | | | | | | | | | | | | | |
|--------------------------------|------------------|------|------|------|-----|----------------|------|------|------|-----|------------------|------|------|------|-----|----------------|------|------|------|-----|----------|------|
| Leg Direction | North Southbound | | | | | East Westbound | | | | | South Northbound | | | | | West Eastbound | | | | | Item 34. | |
| Time | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | Int | |
| % Buses and Single-Unit Trucks | | 0.7% | 0.6% | 1.2% | 0% | 0.9% | 0.7% | 1.1% | 0.3% | 0% | 1.0% | 1.6% | 1.4% | 1.1% | 0% | 1.4% | 1.3% | 1.1% | 1.0% | 0% | 1.1% | 1.1% |

*L: Left, R: Right, T: Thru, U: U-Turn

Lindsey St. & Berry Rd. - TMC
Wed Sep 1, 2021
Full Length (12 AM-12 AM (+1))
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 868249, Location: 35.203926, -97.459005

Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

AM Peak (7:45 AM - 8:45 AM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



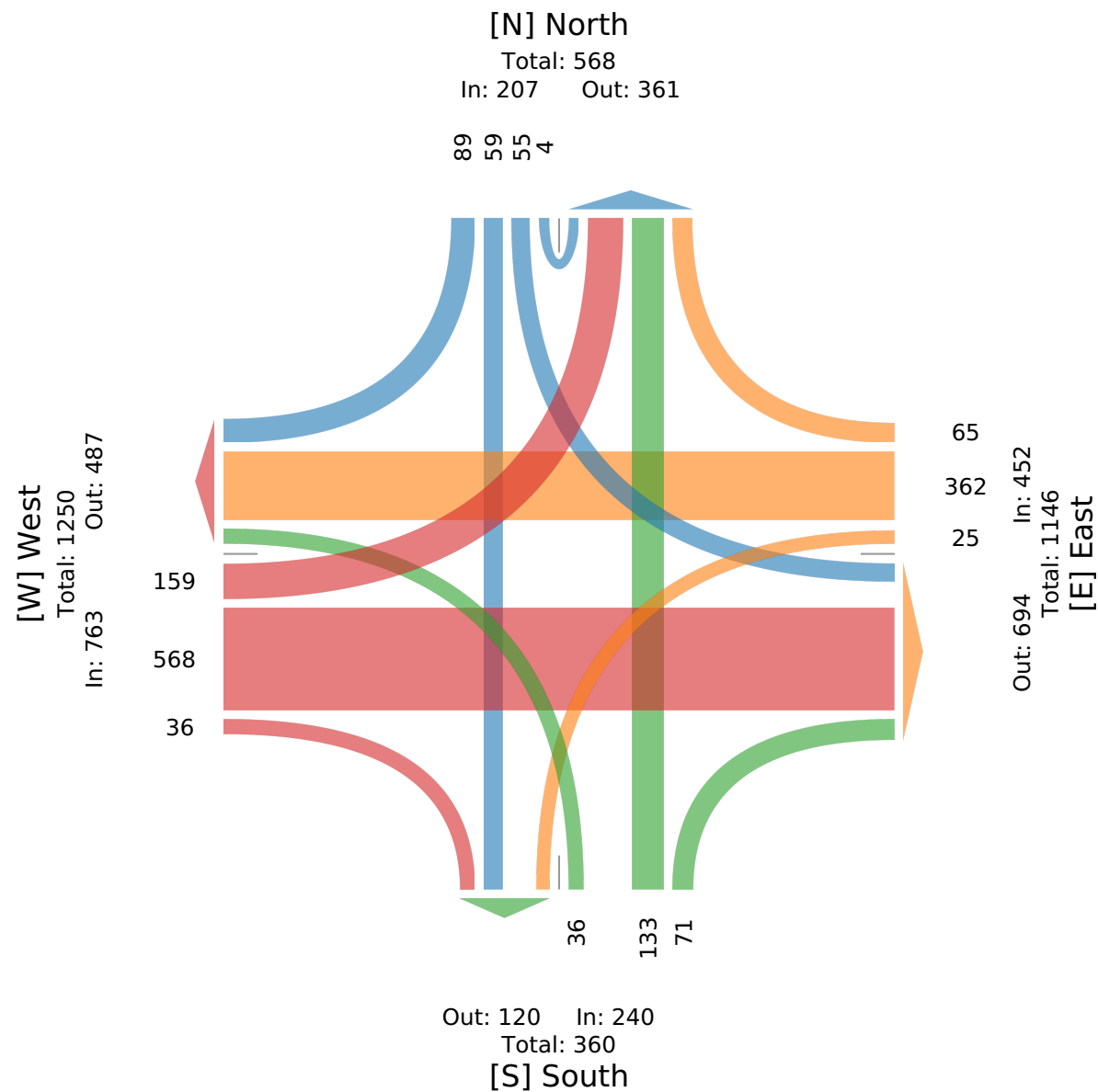
Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

| Leg Direction | North Southbound | | | | | East Westbound | | | | | South Northbound | | | | | West Eastbound | | | | | |
|---------------------------------------|---------------------|-------|-------|-------|-------|-------------------|-------|-------|----|-------|---------------------|-------|-------|----|-------|-------------------|-------|-------|----|-------|-------|
| Time | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | Int |
| 2021-09-01 7:45AM | 21 | 14 | 24 | 2 | 61 | 6 | 87 | 16 | 0 | 109 | 9 | 26 | 17 | 0 | 52 | 52 | 152 | 6 | 0 | 210 | 432 |
| 8:00AM | 10 | 11 | 19 | 1 | 41 | 5 | 119 | 18 | 0 | 142 | 9 | 29 | 21 | 0 | 59 | 32 | 124 | 11 | 0 | 167 | 409 |
| 8:15AM | 11 | 13 | 22 | 1 | 47 | 6 | 74 | 12 | 0 | 92 | 9 | 34 | 11 | 0 | 54 | 33 | 145 | 10 | 0 | 188 | 381 |
| 8:30AM | 13 | 21 | 24 | 0 | 58 | 8 | 82 | 19 | 0 | 109 | 9 | 44 | 22 | 0 | 75 | 42 | 147 | 9 | 0 | 198 | 440 |
| Total | 55 | 59 | 89 | 4 | 207 | 25 | 362 | 65 | 0 | 452 | 36 | 133 | 71 | 0 | 240 | 159 | 568 | 36 | 0 | 763 | 1662 |
| % Approach | 26.6% | 28.5% | 43.0% | 1.9% | - | 5.5% | 80.1% | 14.4% | 0% | - | 15.0% | 55.4% | 29.6% | 0% | - | 20.8% | 74.4% | 4.7% | 0% | - | - |
| % Total | 3.3% | 3.5% | 5.4% | 0.2% | 12.5% | 1.5% | 21.8% | 3.9% | 0% | 27.2% | 2.2% | 8.0% | 4.3% | 0% | 14.4% | 9.6% | 34.2% | 2.2% | 0% | 45.9% | - |
| PHF | 0.655 | 0.702 | 0.927 | 0.500 | 0.848 | 0.781 | 0.761 | 0.855 | - | 0.796 | 1.000 | 0.756 | 0.807 | - | 0.800 | 0.764 | 0.934 | 0.818 | - | 0.908 | 0.944 |
| Lights | 55 | 59 | 89 | 4 | 207 | 24 | 355 | 64 | 0 | 443 | 36 | 133 | 71 | 0 | 240 | 157 | 553 | 36 | 0 | 746 | 1636 |
| % Lights | 100% | 100% | 100% | 100% | 100% | 96.0% | 98.1% | 98.5% | 0% | 98.0% | 100% | 100% | 100% | 0% | 100% | 98.7% | 97.4% | 100% | 0% | 97.8% | 98.4% |
| Articulated Trucks | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 3 | 0 | 0 | 3 | 4 |
| % Articulated Trucks | 0% | 0% | 0% | 0% | 0% | 0% | 0.3% | 0% | 0% | 0.2% | 0% | 0% | 0% | 0% | 0% | 0% | 0.5% | 0% | 0% | 0.4% | 0.2% |
| Buses and Single-Unit Trucks | 0 | 0 | 0 | 0 | 0 | 1 | 6 | 1 | 0 | 8 | 0 | 0 | 0 | 0 | 0 | 2 | 12 | 0 | 0 | 14 | 22 |
| % Buses and Single-Unit Trucks | 0% | 0% | 0% | 0% | 0% | 4.0% | 1.7% | 1.5% | 0% | 1.8% | 0% | 0% | 0% | 0% | 0% | 1.3% | 2.1% | 0% | 0% | 1.8% | 1.3% |

* L: Left, R: Right, T: Thru, U: U-Turn

Lindsey St. & Berry Rd. - TMC
Wed Sep 1, 2021
AM Peak (7:45 AM - 8:45 AM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 868249, Location: 35.203926, -97.459005

Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

Midday Peak (12 PM - 1 PM)

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



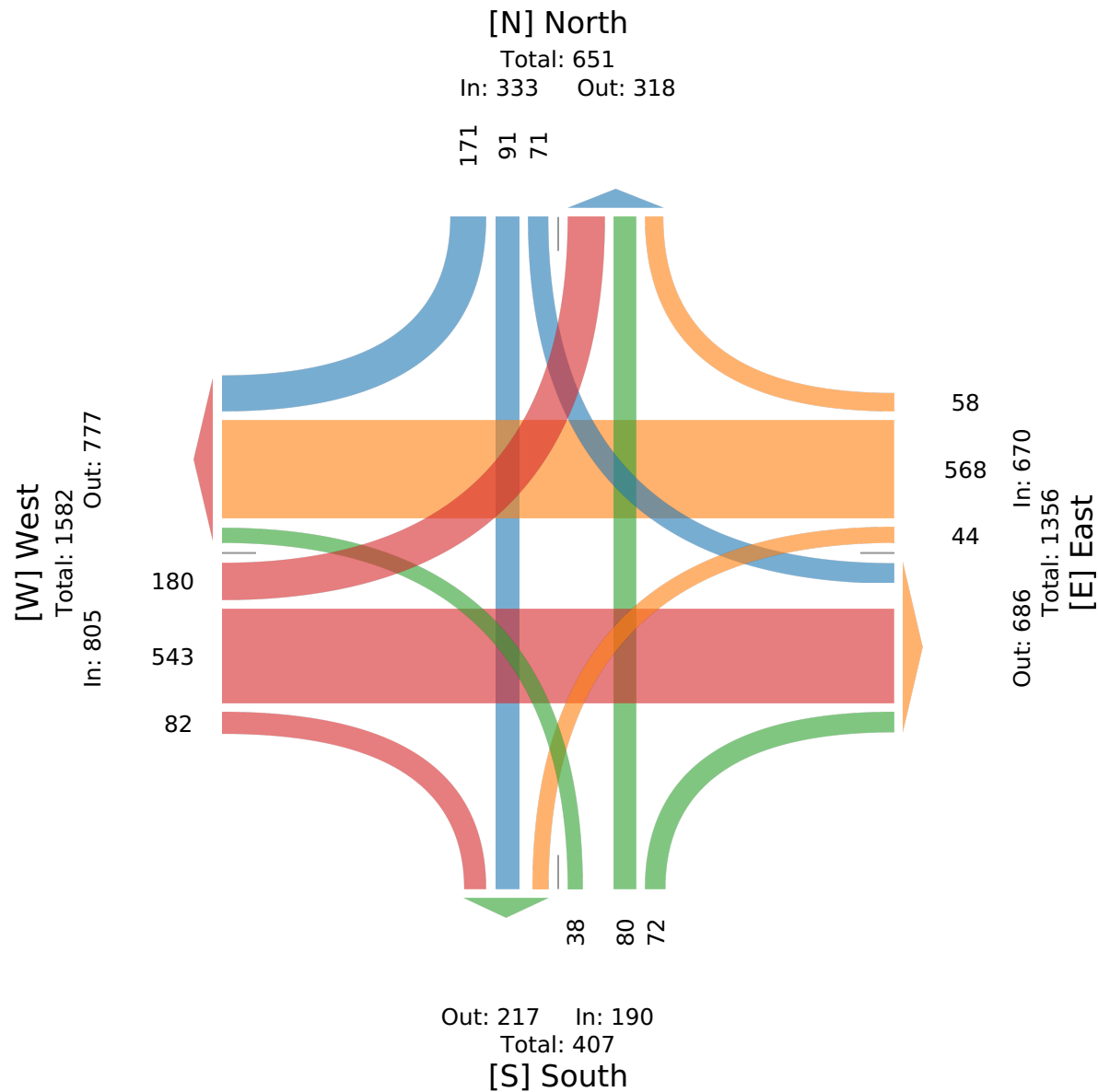
Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

| Leg Direction | North Southbound | | | | | East Westbound | | | | | South Northbound | | | | | West Eastbound | | | | | |
|---------------------------------------|---------------------|-------|-------|----|-------|-------------------|-------|-------|----|-------|---------------------|-------|-------|----|-------|-------------------|-------|-------|----|-------|-------|
| Time | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | Int |
| 2021-09-01 12:00PM | 15 | 26 | 54 | 0 | 95 | 10 | 142 | 16 | 0 | 168 | 10 | 21 | 18 | 0 | 49 | 39 | 134 | 19 | 0 | 192 | 504 |
| 12:15PM | 16 | 18 | 37 | 0 | 71 | 9 | 125 | 9 | 0 | 143 | 11 | 18 | 16 | 0 | 45 | 43 | 145 | 21 | 0 | 209 | 468 |
| 12:30PM | 17 | 25 | 40 | 0 | 82 | 14 | 178 | 16 | 0 | 208 | 9 | 21 | 19 | 0 | 49 | 53 | 124 | 24 | 0 | 201 | 540 |
| 12:45PM | 23 | 22 | 40 | 0 | 85 | 11 | 123 | 17 | 0 | 151 | 8 | 20 | 19 | 0 | 47 | 45 | 140 | 18 | 0 | 203 | 486 |
| Total | 71 | 91 | 171 | 0 | 333 | 44 | 568 | 58 | 0 | 670 | 38 | 80 | 72 | 0 | 190 | 180 | 543 | 82 | 0 | 805 | 1998 |
| % Approach | 21.3% | 27.3% | 51.4% | 0% | - | 6.6% | 84.8% | 8.7% | 0% | - | 20.0% | 42.1% | 37.9% | 0% | - | 22.4% | 67.5% | 10.2% | 0% | - | - |
| % Total | 3.6% | 4.6% | 8.6% | 0% | 16.7% | 2.2% | 28.4% | 2.9% | 0% | 33.5% | 1.9% | 4.0% | 3.6% | 0% | 9.5% | 9.0% | 27.2% | 4.1% | 0% | 40.3% | - |
| PHF | 0.772 | 0.875 | 0.792 | - | 0.876 | 0.786 | 0.798 | 0.853 | - | 0.805 | 0.864 | 0.952 | 0.947 | - | 0.969 | 0.849 | 0.936 | 0.854 | - | 0.963 | 0.925 |
| Lights | 71 | 90 | 168 | 0 | 329 | 43 | 559 | 58 | 0 | 660 | 37 | 79 | 70 | 0 | 186 | 178 | 536 | 80 | 0 | 794 | 1969 |
| % Lights | 100% | 98.9% | 98.2% | 0% | 98.8% | 97.7% | 98.4% | 100% | 0% | 98.5% | 97.4% | 98.8% | 97.2% | 0% | 97.9% | 98.9% | 98.7% | 97.6% | 0% | 98.6% | 98.5% |
| Articulated Trucks | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 0 | 0 | 0 | 0 | 0 | 0 | 1 | 0 | 0 | 1 | 2 |
| % Articulated Trucks | 0% | 0% | 0% | 0% | 0% | 0% | 0.2% | 0% | 0% | 0.1% | 0% | 0% | 0% | 0% | 0% | 0% | 0.2% | 0% | 0% | 0.1% | 0.1% |
| Buses and Single-Unit Trucks | 0 | 1 | 3 | 0 | 4 | 1 | 8 | 0 | 0 | 9 | 1 | 1 | 2 | 0 | 4 | 2 | 6 | 2 | 0 | 10 | 27 |
| % Buses and Single-Unit Trucks | 0% | 1.1% | 1.8% | 0% | 1.2% | 2.3% | 1.4% | 0% | 0% | 1.3% | 2.6% | 1.3% | 2.8% | 0% | 2.1% | 1.1% | 1.1% | 2.4% | 0% | 1.2% | 1.4% |

* L: Left, R: Right, T: Thru, U: U-Turn

Lindsey St. & Berry Rd. - TMC
Wed Sep 1, 2021
Midday Peak (12 PM - 1 PM)
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 868249, Location: 35.203926, -97.459005

Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



Lindsey St. & Berry Rd. - TMC

Wed Sep 1, 2021

PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour

All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)

All Movements

ID: 868249, Location: 35.203926, -97.459005



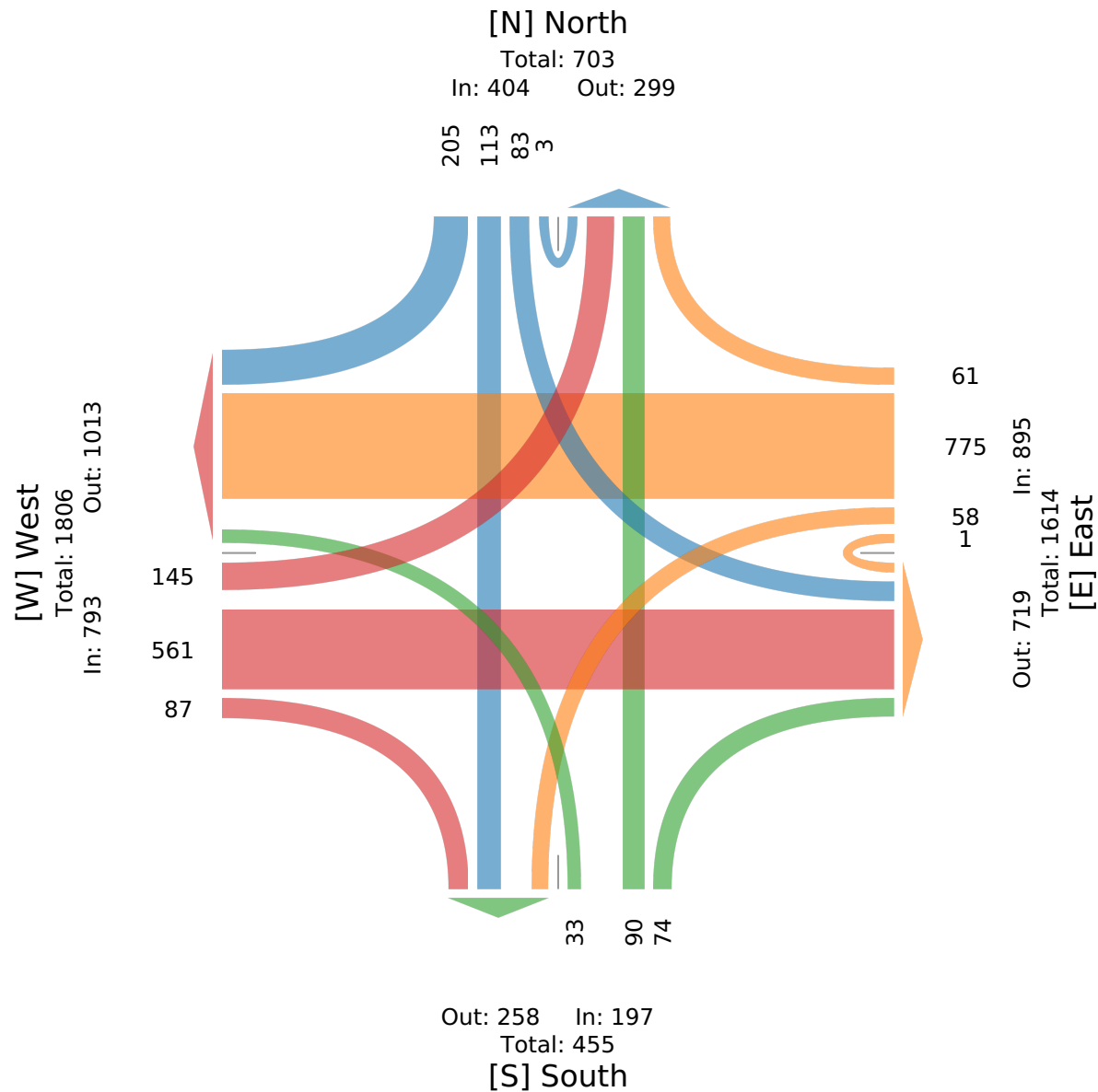
Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US

| Leg Direction | North Southbound | | | | | East Westbound | | | | | South Northbound | | | | | West Eastbound | | | | | |
|---------------------------------------|---------------------|-------|-------|-------|-------|-------------------|-------|-------|-------|-------|---------------------|-------|-------|----|-------|-------------------|-------|-------|----|-------|-------|
| Time | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | L | T | R | U | App | Int |
| 2021-09-01 4:30PM | 22 | 26 | 53 | 0 | 101 | 12 | 196 | 18 | 0 | 226 | 11 | 23 | 12 | 0 | 46 | 33 | 140 | 26 | 0 | 199 | 572 |
| 4:45PM | 20 | 28 | 60 | 0 | 108 | 23 | 188 | 13 | 1 | 225 | 9 | 28 | 22 | 0 | 59 | 37 | 136 | 23 | 0 | 196 | 588 |
| 5:00PM | 23 | 33 | 40 | 3 | 99 | 11 | 200 | 20 | 0 | 231 | 6 | 19 | 24 | 0 | 49 | 43 | 134 | 17 | 0 | 194 | 573 |
| 5:15PM | 18 | 26 | 52 | 0 | 96 | 12 | 191 | 10 | 0 | 213 | 7 | 20 | 16 | 0 | 43 | 32 | 151 | 21 | 0 | 204 | 556 |
| Total | 83 | 113 | 205 | 3 | 404 | 58 | 775 | 61 | 1 | 895 | 33 | 90 | 74 | 0 | 197 | 145 | 561 | 87 | 0 | 793 | 2289 |
| % Approach | 20.5% | 28.0% | 50.7% | 0.7% | - | 6.5% | 86.6% | 6.8% | 0.1% | - | 16.8% | 45.7% | 37.6% | 0% | - | 18.3% | 70.7% | 11.0% | 0% | - | - |
| % Total | 3.6% | 4.9% | 9.0% | 0.1% | 17.6% | 2.5% | 33.9% | 2.7% | 0% | 39.1% | 1.4% | 3.9% | 3.2% | 0% | 8.6% | 6.3% | 24.5% | 3.8% | 0% | 34.6% | - |
| PHF | 0.902 | 0.856 | 0.854 | 0.250 | 0.935 | 0.630 | 0.969 | 0.763 | 0.250 | 0.969 | 0.750 | 0.804 | 0.771 | - | 0.835 | 0.843 | 0.929 | 0.837 | - | 0.972 | 0.973 |
| Lights | 82 | 113 | 204 | 3 | 402 | 58 | 769 | 61 | 1 | 889 | 33 | 89 | 73 | 0 | 195 | 143 | 555 | 87 | 0 | 785 | 2271 |
| % Lights | 98.8% | 100% | 99.5% | 100% | 99.5% | 100% | 99.2% | 100% | 100% | 99.3% | 100% | 98.9% | 98.6% | 0% | 99.0% | 98.6% | 98.9% | 100% | 0% | 99.0% | 99.2% |
| Articulated Trucks | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| % Articulated Trucks | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% | 0% |
| Buses and Single-Unit Trucks | 1 | 0 | 1 | 0 | 2 | 0 | 6 | 0 | 0 | 6 | 0 | 1 | 1 | 0 | 2 | 2 | 6 | 0 | 0 | 8 | 18 |
| % Buses and Single-Unit Trucks | 1.2% | 0% | 0.5% | 0% | 0.5% | 0% | 0.8% | 0% | 0% | 0.7% | 0% | 1.1% | 1.4% | 0% | 1.0% | 1.4% | 1.1% | 0% | 0% | 1.0% | 0.8% |

* L: Left, R: Right, T: Thru, U: U-Turn

Lindsey St. & Berry Rd. - TMC
Wed Sep 1, 2021
PM Peak (4:30 PM - 5:30 PM) - Overall Peak Hour
All Classes (Lights, Articulated Trucks, Buses and Single-Unit Trucks)
All Movements
ID: 868249, Location: 35.203926, -97.459005

Provided by: Traffic Engineering Consultants, Inc.
6000 S. Western Ave, Suite 300, Oklahoma City, OK, 73139, US



CAPACITY ANALYSIS

Volumes

09/16/2021
























2021 Existing Traffic
A.M. Peak Hour

Traffic Engineering Consultants, Inc.

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021

| |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations |  |  |  |  |  | |  |  | |  |  | |
| Traffic Volume (veh/h) | 159 | 568 | 36 | 25 | 362 | 65 | 36 | 133 | 71 | 55 | 59 | 89 |
| Future Volume (veh/h) | 159 | 568 | 36 | 25 | 362 | 65 | 36 | 133 | 71 | 55 | 59 | 89 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 173 | 617 | 39 | 27 | 393 | 71 | 39 | 145 | 77 | 60 | 64 | 97 |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Percent Heavy Veh, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 334 | 655 | 603 | 452 | 1425 | 255 | 195 | 169 | 90 | 157 | 104 | 158 |
| Arrive On Green | 0.09 | 0.35 | 0.35 | 0.21 | 0.47 | 0.47 | 0.03 | 0.15 | 0.15 | 0.04 | 0.16 | 0.16 |
| Sat Flow, veh/h | 1781 | 1870 | 1585 | 1781 | 3011 | 539 | 1781 | 1150 | 611 | 1781 | 671 | 1017 |
| Grp Volume(v), veh/h | 173 | 617 | 39 | 27 | 231 | 233 | 39 | 0 | 222 | 60 | 0 | 161 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1870 | 1585 | 1781 | 1777 | 1773 | 1781 | 0 | 1760 | 1781 | 0 | 1687 |
| Q Serve(g_s), s | 8.9 | 38.4 | 0.7 | 0.0 | 9.4 | 9.6 | 2.2 | 0.0 | 14.8 | 3.4 | 0.0 | 10.7 |
| Cycle Q Clear(g_c), s | 8.9 | 38.4 | 0.7 | 0.0 | 9.4 | 9.6 | 2.2 | 0.0 | 14.8 | 3.4 | 0.0 | 10.7 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.30 | 1.00 | | 0.35 | 1.00 | | 0.60 |
| Lane Grp Cap(c), veh/h | 334 | 655 | 603 | 452 | 841 | 840 | 195 | 0 | 258 | 157 | 0 | 262 |
| V/C Ratio(X) | 0.52 | 0.94 | 0.06 | 0.06 | 0.27 | 0.28 | 0.20 | 0.00 | 0.86 | 0.38 | 0.00 | 0.61 |
| Avail Cap(c_a), veh/h | 336 | 655 | 603 | 452 | 841 | 840 | 245 | 0 | 440 | 191 | 0 | 422 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.00 | 1.00 | 1.00 | 0.00 | 1.00 |
| Uniform Delay (d), s/veh | 32.5 | 37.8 | 7.6 | 36.7 | 19.1 | 19.2 | 41.9 | 0.0 | 50.0 | 42.1 | 0.0 | 47.3 |
| Incr Delay (d2), s/veh | 1.1 | 23.6 | 0.2 | 0.0 | 0.8 | 0.8 | 0.4 | 0.0 | 6.5 | 1.1 | 0.0 | 1.7 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(50%),veh/ln | 4.0 | 21.6 | 0.4 | 0.6 | 4.1 | 4.2 | 1.0 | 0.0 | 7.0 | 1.6 | 0.0 | 4.6 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d),s/veh | 33.5 | 61.4 | 7.8 | 36.8 | 19.9 | 20.0 | 42.3 | 0.0 | 56.5 | 43.3 | 0.0 | 49.0 |
| LnGrp LOS | C | E | A | D | B | B | D | A | E | D | A | D |
| Approach Vol, veh/h | | 829 | | | 491 | | | 261 | | | 221 | |
| Approach Delay, s/veh | | 53.1 | | | 20.9 | | | 54.4 | | | 47.5 | |
| Approach LOS | | D | | | C | | | D | | | D | |
| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | |
| Phs Duration (G+Y+Rc), s | 17.9 | 63.8 | 12.7 | 25.6 | 32.7 | 49.0 | 11.6 | 26.7 | | | | |
| Change Period (Y+Rc), s | 7.0 | 7.0 | 8.0 | 8.0 | 7.0 | 7.0 | 8.0 | 8.0 | | | | |
| Max Green Setting (Gmax), s | 11.0 | 42.0 | 7.0 | 30.0 | 11.0 | 42.0 | 7.0 | 30.0 | | | | |
| Max Q Clear Time (g_c+I1), s | 10.9 | 11.6 | 5.4 | 16.8 | 2.0 | 40.4 | 4.2 | 12.7 | | | | |
| Green Ext Time (p_c), s | 0.0 | 2.6 | 0.0 | 0.8 | 0.0 | 0.6 | 0.0 | 0.7 | | | | |
| Intersection Summary | | | | | | | | | | | | |
| HCM 6th Ctrl Delay | | | 43.8 | | | | | | | | | |
| HCM 6th LOS | | | D | | | | | | | | | |

Volumes

09/16/2021
























2021 Existing Traffic
P.M. Peak Hour

Traffic Engineering Consultants, Inc.

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021

| |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations |  |  |  |  |  | |  |  | |  |  | |
| Traffic Volume (veh/h) | 145 | 561 | 87 | 58 | 775 | 61 | 33 | 90 | 74 | 83 | 113 | 205 |
| Future Volume (veh/h) | 145 | 561 | 87 | 58 | 775 | 61 | 33 | 90 | 74 | 83 | 113 | 205 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 158 | 610 | 95 | 63 | 842 | 66 | 36 | 98 | 80 | 90 | 123 | 223 |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Percent Heavy Veh, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 215 | 701 | 641 | 325 | 1448 | 113 | 130 | 187 | 152 | 281 | 131 | 238 |
| Arrive On Green | 0.07 | 0.38 | 0.38 | 0.13 | 0.43 | 0.43 | 0.03 | 0.20 | 0.20 | 0.05 | 0.22 | 0.22 |
| Sat Flow, veh/h | 1781 | 1870 | 1585 | 1781 | 3338 | 262 | 1781 | 953 | 778 | 1781 | 596 | 1080 |
| Grp Volume(v), veh/h | 158 | 610 | 95 | 63 | 448 | 460 | 36 | 0 | 178 | 90 | 0 | 346 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1870 | 1585 | 1781 | 1777 | 1823 | 1781 | 0 | 1730 | 1781 | 0 | 1676 |
| Q Serve(g_s), s | 7.8 | 36.3 | 2.2 | 0.0 | 22.9 | 22.9 | 1.9 | 0.0 | 11.1 | 4.8 | 0.0 | 24.3 |
| Cycle Q Clear(g_c), s | 7.8 | 36.3 | 2.2 | 0.0 | 22.9 | 22.9 | 1.9 | 0.0 | 11.1 | 4.8 | 0.0 | 24.3 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.14 | 1.00 | | 0.45 | 1.00 | | 0.64 |
| Lane Grp Cap(c), veh/h | 215 | 701 | 641 | 325 | 771 | 791 | 130 | 0 | 339 | 281 | 0 | 370 |
| V/C Ratio(X) | 0.73 | 0.87 | 0.15 | 0.19 | 0.58 | 0.58 | 0.28 | 0.00 | 0.53 | 0.32 | 0.00 | 0.94 |
| Avail Cap(c_a), veh/h | 215 | 701 | 641 | 325 | 771 | 791 | 182 | 0 | 389 | 289 | 0 | 377 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.00 | 1.00 | 1.00 | 0.00 | 1.00 |
| Uniform Delay (d), s/veh | 32.7 | 34.8 | 7.4 | 43.7 | 25.7 | 25.7 | 38.8 | 0.0 | 43.2 | 36.1 | 0.0 | 45.9 |
| Incr Delay (d2), s/veh | 11.7 | 13.9 | 0.5 | 0.2 | 3.2 | 3.1 | 0.8 | 0.0 | 0.9 | 0.5 | 0.0 | 30.0 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(50%),veh/ln | 4.0 | 18.9 | 1.2 | 1.7 | 10.4 | 10.6 | 0.9 | 0.0 | 4.8 | 2.1 | 0.0 | 13.2 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d),s/veh | 44.4 | 48.6 | 7.9 | 43.9 | 28.9 | 28.8 | 39.6 | 0.0 | 44.2 | 36.6 | 0.0 | 76.0 |
| LnGrp LOS | D | D | A | D | C | C | D | A | D | D | A | E |
| Approach Vol, veh/h | | 863 | | | 971 | | | 214 | | | | 436 |
| Approach Delay, s/veh | | 43.4 | | | 29.9 | | | 43.4 | | | | 67.9 |
| Approach LOS | | D | | | C | | | D | | | | E |
| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | |
| Phs Duration (G+Y+Rc), s | 15.0 | 59.0 | 14.5 | 31.5 | 22.0 | 52.0 | 11.5 | 34.5 | | | | |
| Change Period (Y+Rc), s | 7.0 | 7.0 | 8.0 | 8.0 | 7.0 | 7.0 | 8.0 | 8.0 | | | | |
| Max Green Setting (Gmax), s | 8.0 | 48.0 | 7.0 | 27.0 | 11.0 | 45.0 | 7.0 | 27.0 | | | | |
| Max Q Clear Time (g_c+I1), s | 9.8 | 24.9 | 6.8 | 13.1 | 2.0 | 38.3 | 3.9 | 26.3 | | | | |
| Green Ext Time (p_c), s | 0.0 | 5.4 | 0.0 | 0.7 | 0.1 | 2.1 | 0.0 | 0.1 | | | | |
| Intersection Summary | | | | | | | | | | | | |
| HCM 6th Ctrl Delay | | | 42.4 | | | | | | | | | |
| HCM 6th LOS | | | D | | | | | | | | | |

Volumes

09/16/2021

























2023 Future Background Traffic
A.M. Peak Hour

Traffic Engineering Consultants, Inc.

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021

| |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations |  |  |  |  |  | |  |  | |  |  |  |
| Traffic Volume (veh/h) | 167 | 596 | 38 | 26 | 380 | 68 | 38 | 140 | 75 | 58 | 62 | 93 |
| Future Volume (veh/h) | 167 | 596 | 38 | 26 | 380 | 68 | 38 | 140 | 75 | 58 | 62 | 93 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 182 | 648 | 41 | 28 | 413 | 74 | 41 | 152 | 82 | 63 | 67 | 101 |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Percent Heavy Veh, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 327 | 655 | 604 | 426 | 1399 | 249 | 201 | 176 | 95 | 160 | 110 | 166 |
| Arrive On Green | 0.09 | 0.35 | 0.35 | 0.21 | 0.46 | 0.46 | 0.03 | 0.15 | 0.15 | 0.04 | 0.16 | 0.16 |
| Sat Flow, veh/h | 1781 | 1870 | 1585 | 1781 | 3015 | 536 | 1781 | 1143 | 617 | 1781 | 673 | 1015 |
| Grp Volume(v), veh/h | 182 | 648 | 41 | 28 | 242 | 245 | 41 | 0 | 234 | 63 | 0 | 168 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1870 | 1585 | 1781 | 1777 | 1774 | 1781 | 0 | 1759 | 1781 | 0 | 1688 |
| Q Serve(g_s), s | 9.4 | 41.3 | 0.7 | 0.0 | 10.1 | 10.3 | 2.3 | 0.0 | 15.6 | 3.5 | 0.0 | 11.1 |
| Cycle Q Clear(g_c), s | 9.4 | 41.3 | 0.7 | 0.0 | 10.1 | 10.3 | 2.3 | 0.0 | 15.6 | 3.5 | 0.0 | 11.1 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.30 | 1.00 | | 0.35 | 1.00 | | 0.60 |
| Lane Grp Cap(c), veh/h | 327 | 655 | 604 | 426 | 825 | 823 | 201 | 0 | 270 | 160 | 0 | 275 |
| V/C Ratio(X) | 0.56 | 0.99 | 0.07 | 0.07 | 0.29 | 0.30 | 0.20 | 0.00 | 0.87 | 0.39 | 0.00 | 0.61 |
| Avail Cap(c_a), veh/h | 327 | 655 | 604 | 426 | 825 | 823 | 250 | 0 | 440 | 191 | 0 | 422 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.00 | 1.00 | 1.00 | 0.00 | 1.00 |
| Uniform Delay (d), s/veh | 32.8 | 38.8 | 7.6 | 37.9 | 20.0 | 20.0 | 41.2 | 0.0 | 49.6 | 41.4 | 0.0 | 46.7 |
| Incr Delay (d2), s/veh | 1.7 | 32.8 | 0.2 | 0.0 | 0.9 | 0.9 | 0.4 | 0.0 | 8.1 | 1.2 | 0.0 | 1.6 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(50%),veh/ln | 4.2 | 24.6 | 0.4 | 0.7 | 4.5 | 4.5 | 1.0 | 0.0 | 7.4 | 1.6 | 0.0 | 4.8 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d),s/veh | 34.5 | 71.6 | 7.8 | 37.9 | 20.9 | 20.9 | 41.6 | 0.0 | 57.7 | 42.6 | 0.0 | 48.3 |
| LnGrp LOS | C | E | A | D | C | C | D | A | E | D | A | D |
| Approach Vol, veh/h | | 871 | | | 515 | | | 275 | | | 231 | |
| Approach Delay, s/veh | | 60.8 | | | 21.8 | | | 55.3 | | | 46.7 | |
| Approach LOS | | E | | | C | | | E | | | D | |
| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | |
| Phs Duration (G+Y+Rc), s | 18.0 | 62.7 | 12.9 | 26.4 | 31.7 | 49.0 | 11.7 | 27.6 | | | | |
| Change Period (Y+Rc), s | 7.0 | 7.0 | 8.0 | 8.0 | 7.0 | 7.0 | 8.0 | 8.0 | | | | |
| Max Green Setting (Gmax), s | 11.0 | 42.0 | 7.0 | 30.0 | 11.0 | 42.0 | 7.0 | 30.0 | | | | |
| Max Q Clear Time (g_c+I1), s | 11.4 | 12.3 | 5.5 | 17.6 | 2.0 | 43.3 | 4.3 | 13.1 | | | | |
| Green Ext Time (p_c), s | 0.0 | 2.7 | 0.0 | 0.9 | 0.0 | 0.0 | 0.0 | 0.7 | | | | |
| Intersection Summary | | | | | | | | | | | | |
| HCM 6th Ctrl Delay | | | 47.7 | | | | | | | | | |
| HCM 6th LOS | | | D | | | | | | | | | |

Volumes

09/16/2021
























2023 Future Background Traffic
P.M. Peak Hour

Traffic Engineering Consultants, Inc.

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021

| |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations |  |  |  |  |  | |  |  | |  |  | |
| Traffic Volume (veh/h) | 152 | 589 | 91 | 61 | 814 | 64 | 35 | 95 | 78 | 87 | 119 | 215 |
| Future Volume (veh/h) | 152 | 589 | 91 | 61 | 814 | 64 | 35 | 95 | 78 | 87 | 119 | 215 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 165 | 640 | 99 | 66 | 885 | 70 | 38 | 103 | 85 | 95 | 129 | 234 |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Percent Heavy Veh, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 204 | 701 | 642 | 298 | 1429 | 113 | 124 | 188 | 155 | 281 | 134 | 243 |
| Arrive On Green | 0.07 | 0.38 | 0.38 | 0.12 | 0.43 | 0.43 | 0.03 | 0.20 | 0.20 | 0.06 | 0.22 | 0.22 |
| Sat Flow, veh/h | 1781 | 1870 | 1585 | 1781 | 3336 | 264 | 1781 | 948 | 782 | 1781 | 596 | 1080 |
| Grp Volume(v), veh/h | 165 | 640 | 99 | 66 | 471 | 484 | 38 | 0 | 188 | 95 | 0 | 363 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1870 | 1585 | 1781 | 1777 | 1823 | 1781 | 0 | 1730 | 1781 | 0 | 1676 |
| Q Serve(g_s), s | 8.0 | 39.0 | 2.3 | 0.0 | 24.8 | 24.8 | 2.0 | 0.0 | 11.7 | 5.0 | 0.0 | 25.7 |
| Cycle Q Clear(g_c), s | 8.0 | 39.0 | 2.3 | 0.0 | 24.8 | 24.8 | 2.0 | 0.0 | 11.7 | 5.0 | 0.0 | 25.7 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.14 | 1.00 | | 0.45 | 1.00 | | 0.64 |
| Lane Grp Cap(c), veh/h | 204 | 701 | 642 | 298 | 761 | 781 | 124 | 0 | 344 | 281 | 0 | 377 |
| V/C Ratio(X) | 0.81 | 0.91 | 0.15 | 0.22 | 0.62 | 0.62 | 0.31 | 0.00 | 0.55 | 0.34 | 0.00 | 0.96 |
| Avail Cap(c_a), veh/h | 204 | 701 | 642 | 298 | 761 | 781 | 175 | 0 | 389 | 285 | 0 | 377 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.00 | 1.00 | 1.00 | 0.00 | 1.00 |
| Uniform Delay (d), s/veh | 33.7 | 35.6 | 7.5 | 45.7 | 26.7 | 26.7 | 38.7 | 0.0 | 43.2 | 35.8 | 0.0 | 46.0 |
| Incr Delay (d2), s/veh | 20.2 | 18.3 | 0.5 | 0.3 | 3.8 | 3.7 | 1.0 | 0.0 | 1.0 | 0.5 | 0.0 | 36.4 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(50%),veh/ln | 4.7 | 21.0 | 1.2 | 1.8 | 11.3 | 11.6 | 0.9 | 0.0 | 5.1 | 2.2 | 0.0 | 14.4 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d),s/veh | 53.9 | 53.9 | 8.0 | 46.0 | 30.4 | 30.4 | 39.7 | 0.0 | 44.2 | 36.3 | 0.0 | 82.4 |
| LnGrp LOS | D | D | A | D | C | C | D | A | D | D | A | F |
| Approach Vol, veh/h | | 904 | | | 1021 | | | 226 | | | 458 | |
| Approach Delay, s/veh | | 48.9 | | | 31.4 | | | 43.5 | | | 72.9 | |
| Approach LOS | | D | | | C | | | D | | | E | |
| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | |
| Phs Duration (G+Y+Rc), s | 15.0 | 58.4 | 14.7 | 31.9 | 21.4 | 52.0 | 11.6 | 35.0 | | | | |
| Change Period (Y+Rc), s | 7.0 | 7.0 | 8.0 | 8.0 | 7.0 | 7.0 | 8.0 | 8.0 | | | | |
| Max Green Setting (Gmax), s | 8.0 | 48.0 | 7.0 | 27.0 | 11.0 | 45.0 | 7.0 | 27.0 | | | | |
| Max Q Clear Time (g_c+I1), s | 10.0 | 26.8 | 7.0 | 13.7 | 2.0 | 41.0 | 4.0 | 27.7 | | | | |
| Green Ext Time (p_c), s | 0.0 | 5.6 | 0.0 | 0.7 | 0.1 | 1.5 | 0.0 | 0.0 | | | | |
| Intersection Summary | | | | | | | | | | | | |
| HCM 6th Ctrl Delay | | | 45.8 | | | | | | | | | |
| HCM 6th LOS | | | D | | | | | | | | | |

Volumes

09/16/2021
























2023 Projected Combined Traffic
A.M. Peak Hour

Traffic Engineering Consultants, Inc.

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St




09/16/2021

| |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations |  |  |  |  |  | |  |  | |  |  | |
| Traffic Volume (veh/h) | 169 | 596 | 38 | 26 | 381 | 68 | 38 | 141 | 75 | 59 | 62 | 94 |
| Future Volume (veh/h) | 169 | 596 | 38 | 26 | 381 | 68 | 38 | 141 | 75 | 59 | 62 | 94 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 184 | 648 | 41 | 28 | 414 | 74 | 41 | 153 | 82 | 64 | 67 | 102 |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Percent Heavy Veh, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 327 | 655 | 604 | 424 | 1396 | 248 | 202 | 177 | 95 | 161 | 110 | 167 |
| Arrive On Green | 0.09 | 0.35 | 0.35 | 0.20 | 0.46 | 0.46 | 0.03 | 0.15 | 0.15 | 0.04 | 0.16 | 0.16 |
| Sat Flow, veh/h | 1781 | 1870 | 1585 | 1781 | 3016 | 535 | 1781 | 1146 | 614 | 1781 | 669 | 1018 |
| Grp Volume(v), veh/h | 184 | 648 | 41 | 28 | 243 | 245 | 41 | 0 | 235 | 64 | 0 | 169 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1870 | 1585 | 1781 | 1777 | 1774 | 1781 | 0 | 1760 | 1781 | 0 | 1687 |
| Q Serve(g_s), s | 9.6 | 41.3 | 0.7 | 0.0 | 10.2 | 10.3 | 2.3 | 0.0 | 15.6 | 3.6 | 0.0 | 11.2 |
| Cycle Q Clear(g_c), s | 9.6 | 41.3 | 0.7 | 0.0 | 10.2 | 10.3 | 2.3 | 0.0 | 15.6 | 3.6 | 0.0 | 11.2 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.30 | 1.00 | | 0.35 | 1.00 | | 0.60 |
| Lane Grp Cap(c), veh/h | 327 | 655 | 604 | 424 | 823 | 821 | 202 | 0 | 271 | 161 | 0 | 277 |
| V/C Ratio(X) | 0.56 | 0.99 | 0.07 | 0.07 | 0.29 | 0.30 | 0.20 | 0.00 | 0.87 | 0.40 | 0.00 | 0.61 |
| Avail Cap(c_a), veh/h | 327 | 655 | 604 | 424 | 823 | 821 | 251 | 0 | 440 | 191 | 0 | 422 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.00 | 1.00 | 1.00 | 0.00 | 1.00 |
| Uniform Delay (d), s/veh | 32.8 | 38.8 | 7.5 | 38.0 | 20.0 | 20.1 | 41.2 | 0.0 | 49.5 | 41.4 | 0.0 | 46.6 |
| Incr Delay (d2), s/veh | 1.9 | 32.8 | 0.2 | 0.0 | 0.9 | 0.9 | 0.4 | 0.0 | 8.2 | 1.2 | 0.0 | 1.6 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(50%),veh/ln | 4.3 | 24.6 | 0.4 | 0.7 | 4.5 | 4.6 | 1.0 | 0.0 | 7.5 | 1.6 | 0.0 | 4.8 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d),s/veh | 34.7 | 71.6 | 7.8 | 38.0 | 21.0 | 21.0 | 41.6 | 0.0 | 57.8 | 42.6 | 0.0 | 48.2 |
| LnGrp LOS | C | E | A | D | C | C | D | A | E | D | A | D |
| Approach Vol, veh/h | | 873 | | | 516 | | | 276 | | | 233 | |
| Approach Delay, s/veh | | 60.8 | | | 21.9 | | | 55.3 | | | 46.6 | |
| Approach LOS | | E | | | C | | | E | | | D | |
| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | |
| Phs Duration (G+Y+Rc), s | 18.0 | 62.6 | 12.9 | 26.5 | 31.6 | 49.0 | 11.7 | 27.7 | | | | |
| Change Period (Y+Rc), s | 7.0 | 7.0 | 8.0 | 8.0 | 7.0 | 7.0 | 8.0 | 8.0 | | | | |
| Max Green Setting (Gmax), s | 11.0 | 42.0 | 7.0 | 30.0 | 11.0 | 42.0 | 7.0 | 30.0 | | | | |
| Max Q Clear Time (g_c+I1), s | 11.6 | 12.3 | 5.6 | 17.6 | 2.0 | 43.3 | 4.3 | 13.2 | | | | |
| Green Ext Time (p_c), s | 0.0 | 2.7 | 0.0 | 0.9 | 0.0 | 0.0 | 0.0 | 0.7 | | | | |
| Intersection Summary | | | | | | | | | | | | |
| HCM 6th Ctrl Delay | | | 47.7 | | | | | | | | | |
| HCM 6th LOS | | | D | | | | | | | | | |

HCM 6th TWSC

6: Lindsey St & Drive #2

09/16/2021

| Intersection | | | | | | |
|--------------------------|--------|---|---|--------|------|---|
| Int Delay, s/veh | 0 | | | | | |
| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
| Lane Configurations | |  |  | | |  |
| Traffic Vol, veh/h | 0 | 730 | 474 | 2 | 0 | 1 |
| Future Vol, veh/h | 0 | 730 | 474 | 2 | 0 | 1 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | - | - | - | 0 |
| Veh in Median Storage, # | - | 0 | 0 | - | 0 | - |
| Grade, % | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 0 | 793 | 515 | 2 | 0 | 1 |
| | | | | | | |
| Major/Minor | Major1 | Major2 | | Minor2 | | |
| Conflicting Flow All | - | 0 | - | 0 | - | 516 |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| Critical Hdwy | - | - | - | - | - | 6.22 |
| Critical Hdwy Stg 1 | - | - | - | - | - | - |
| Critical Hdwy Stg 2 | - | - | - | - | - | - |
| Follow-up Hdwy | - | - | - | - | - | 3.318 |
| Pot Cap-1 Maneuver | 0 | - | - | - | 0 | 559 |
| Stage 1 | 0 | - | - | - | 0 | - |
| Stage 2 | 0 | - | - | - | 0 | - |
| Platoon blocked, % | | - | - | - | | |
| Mov Cap-1 Maneuver | - | - | - | - | - | 559 |
| Mov Cap-2 Maneuver | - | - | - | - | - | - |
| Stage 1 | - | - | - | - | - | - |
| Stage 2 | - | - | - | - | - | - |
| | | | | | | |
| Approach | EB | WB | | SB | | |
| HCM Control Delay, s | 0 | 0 | | 11.5 | | |
| HCM LOS | | | | B | | |
| | | | | | | |
| Minor Lane/Major Mvmt | EBT | WBT | WBR | SBLn1 | | |
| Capacity (veh/h) | - | - | - | 559 | | |
| HCM Lane V/C Ratio | - | - | - | 0.002 | | |
| HCM Control Delay (s) | - | - | - | 11.5 | | |
| HCM Lane LOS | - | - | - | B | | |
| HCM 95th %tile Q(veh) | - | - | - | 0 | | |




HCM 6th TWSC
7: Berry Rd & Drive #1

Item 34.

09/16/2021

Intersection

Int Delay, s/veh 0.1

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|--------------------------|---|------|---|------|------|---|
| Lane Configurations |  | |  | | |  |
| Traffic Vol, veh/h | 2 | 1 | 375 | 3 | 1 | 213 |
| Future Vol, veh/h | 2 | 1 | 375 | 3 | 1 | 213 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 2 | 1 | 408 | 3 | 1 | 232 |

| Major/Minor | Minor1 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 644 | 410 | 0 |
| Stage 1 | 410 | - | - |
| Stage 2 | 234 | - | - |
| Critical Hdwy | 6.42 | 6.22 | - |
| Critical Hdwy Stg 1 | 5.42 | - | - |
| Critical Hdwy Stg 2 | 5.42 | - | - |
| Follow-up Hdwy | 3.518 | 3.318 | - |
| Pot Cap-1 Maneuver | 437 | 642 | - |
| Stage 1 | 670 | - | - |
| Stage 2 | 805 | - | - |
| Platoon blocked, % | | - | - |
| Mov Cap-1 Maneuver | 437 | 642 | - |
| Mov Cap-2 Maneuver | 437 | - | - |
| Stage 1 | 670 | - | - |
| Stage 2 | 804 | - | - |

| Approach | WB | NB | SB |
|----------------------|------|----|----|
| HCM Control Delay, s | 12.4 | 0 | 0 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL | SBT |
|-----------------------|-----|----------|-------|-------|
| Capacity (veh/h) | - | - | 489 | 1148 |
| HCM Lane V/C Ratio | - | - | 0.007 | 0.001 |
| HCM Control Delay (s) | - | - | 12.4 | 8.1 |
| HCM Lane LOS | - | - | B | A |
| HCM 95th %tile Q(veh) | - | - | 0 | 0 |

Volumes

09/16/2021
























2023 Future Background Traffic
P.M. Peak Hour

Traffic Engineering Consultants, Inc.

HCM 6th Signalized Intersection Summary

3: Berry Rd & Lindsey St

09/16/2021

| |  |  |  |  |  |  |  |  |  |  |  |  |
|------------------------------|---|---|---|---|---|---|---|---|---|---|---|---|
| Movement | EBL | EBT | EBR | WBL | WBT | WBR | NBL | NBT | NBR | SBL | SBT | SBR |
| Lane Configurations |  |  |  |  |  | |  |  | |  |  | |
| Traffic Volume (veh/h) | 160 | 589 | 91 | 62 | 819 | 64 | 35 | 97 | 78 | 94 | 120 | 218 |
| Future Volume (veh/h) | 160 | 589 | 91 | 62 | 819 | 64 | 35 | 97 | 78 | 94 | 120 | 218 |
| Initial Q (Qb), veh | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 | 0 |
| Ped-Bike Adj(A_pbT) | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 | 1.00 | | 1.00 |
| Parking Bus, Adj | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Work Zone On Approach | | No | | | No | | | No | | | No | |
| Adj Sat Flow, veh/h/ln | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 | 1870 |
| Adj Flow Rate, veh/h | 174 | 640 | 99 | 67 | 890 | 70 | 38 | 105 | 85 | 102 | 130 | 237 |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 |
| Percent Heavy Veh, % | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 | 2 |
| Cap, veh/h | 203 | 701 | 642 | 298 | 1430 | 112 | 121 | 188 | 152 | 280 | 134 | 243 |
| Arrive On Green | 0.07 | 0.38 | 0.38 | 0.12 | 0.43 | 0.43 | 0.03 | 0.20 | 0.20 | 0.06 | 0.22 | 0.22 |
| Sat Flow, veh/h | 1781 | 1870 | 1585 | 1781 | 3337 | 262 | 1781 | 957 | 774 | 1781 | 594 | 1082 |
| Grp Volume(v), veh/h | 174 | 640 | 99 | 67 | 474 | 486 | 38 | 0 | 190 | 102 | 0 | 367 |
| Grp Sat Flow(s),veh/h/ln | 1781 | 1870 | 1585 | 1781 | 1777 | 1823 | 1781 | 0 | 1731 | 1781 | 0 | 1676 |
| Q Serve(g_s), s | 8.0 | 39.0 | 2.3 | 0.0 | 24.9 | 24.9 | 2.0 | 0.0 | 11.9 | 5.4 | 0.0 | 26.1 |
| Cycle Q Clear(g_c), s | 8.0 | 39.0 | 2.3 | 0.0 | 24.9 | 24.9 | 2.0 | 0.0 | 11.9 | 5.4 | 0.0 | 26.1 |
| Prop In Lane | 1.00 | | 1.00 | 1.00 | | 0.14 | 1.00 | | 0.45 | 1.00 | | 0.65 |
| Lane Grp Cap(c), veh/h | 203 | 701 | 642 | 298 | 761 | 781 | 121 | 0 | 340 | 280 | 0 | 377 |
| V/C Ratio(X) | 0.86 | 0.91 | 0.15 | 0.22 | 0.62 | 0.62 | 0.31 | 0.00 | 0.56 | 0.36 | 0.00 | 0.97 |
| Avail Cap(c_a), veh/h | 203 | 701 | 642 | 298 | 761 | 781 | 172 | 0 | 389 | 280 | 0 | 377 |
| HCM Platoon Ratio | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 |
| Upstream Filter(I) | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 1.00 | 0.00 | 1.00 | 1.00 | 0.00 | 1.00 |
| Uniform Delay (d), s/veh | 35.1 | 35.6 | 7.5 | 45.7 | 26.7 | 26.7 | 38.9 | 0.0 | 43.5 | 36.0 | 0.0 | 46.1 |
| Incr Delay (d2), s/veh | 27.8 | 18.3 | 0.5 | 0.3 | 3.8 | 3.7 | 1.1 | 0.0 | 1.1 | 0.6 | 0.0 | 39.1 |
| Initial Q Delay(d3),s/veh | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 | 0.0 |
| %ile BackOfQ(50%),veh/ln | 5.3 | 21.0 | 1.2 | 1.8 | 11.4 | 11.7 | 0.9 | 0.0 | 5.2 | 2.4 | 0.0 | 14.9 |
| Unsig. Movement Delay, s/veh | | | | | | | | | | | | |
| LnGrp Delay(d),s/veh | 62.9 | 53.9 | 8.0 | 46.0 | 30.5 | 30.5 | 40.0 | 0.0 | 44.6 | 36.6 | 0.0 | 85.3 |
| LnGrp LOS | E | D | A | D | C | C | D | A | D | D | A | F |
| Approach Vol, veh/h | | 913 | | | 1027 | | | 228 | | | 469 | |
| Approach Delay, s/veh | | 50.6 | | | 31.5 | | | 43.8 | | | 74.7 | |
| Approach LOS | | D | | | C | | | D | | | E | |
| Timer - Assigned Phs | 1 | 2 | 3 | 4 | 5 | 6 | 7 | 8 | | | | |
| Phs Duration (G+Y+Rc), s | 15.0 | 58.4 | 15.0 | 31.6 | 21.4 | 52.0 | 11.6 | 35.0 | | | | |
| Change Period (Y+Rc), s | 7.0 | 7.0 | 8.0 | 8.0 | 7.0 | 7.0 | 8.0 | 8.0 | | | | |
| Max Green Setting (Gmax), s | 8.0 | 48.0 | 7.0 | 27.0 | 11.0 | 45.0 | 7.0 | 27.0 | | | | |
| Max Q Clear Time (g_c+I1), s | 10.0 | 26.9 | 7.4 | 13.9 | 2.0 | 41.0 | 4.0 | 28.1 | | | | |
| Green Ext Time (p_c), s | 0.0 | 5.6 | 0.0 | 0.7 | 0.1 | 1.5 | 0.0 | 0.0 | | | | |
| Intersection Summary | | | | | | | | | | | | |
| HCM 6th Ctrl Delay | | | 46.9 | | | | | | | | | |
| HCM 6th LOS | | | D | | | | | | | | | |

HCM 6th TWSC
6: Lindsey St & Drive #2

Item 34.

09/16/2021

Intersection

Int Delay, s/veh 0.1

| Movement | EBL | EBT | WBT | WBR | SBL | SBR |
|--------------------------|------|------|------|------|------|------|
| Lane Configurations | | ↑ | ↑ | | | ↑ |
| Traffic Vol, veh/h | 0 | 761 | 939 | 7 | 0 | 6 |
| Future Vol, veh/h | 0 | 761 | 939 | 7 | 0 | 6 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Free | Free | Free | Free | Stop | Stop |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | - | - | - | - | - | 0 |
| Veh in Median Storage, # | - | 0 | 0 | - | 0 | - |
| Grade, % | - | 0 | 0 | - | 0 | - |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 0 | 827 | 1021 | 8 | 0 | 7 |

| Major/Minor | Major1 | Major2 | Minor2 |
|----------------------|--------|--------|---------|
| Conflicting Flow All | - | 0 | - 1025 |
| Stage 1 | - | - | - - |
| Stage 2 | - | - | - - |
| Critical Hdwy | - | - | - 6.22 |
| Critical Hdwy Stg 1 | - | - | - - |
| Critical Hdwy Stg 2 | - | - | - - |
| Follow-up Hdwy | - | - | - 3.318 |
| Pot Cap-1 Maneuver | 0 | - | - 0 285 |
| Stage 1 | 0 | - | - 0 - |
| Stage 2 | 0 | - | - 0 - |
| Platoon blocked, % | - | - | - |
| Mov Cap-1 Maneuver | - | - | - 285 |
| Mov Cap-2 Maneuver | - | - | - - |
| Stage 1 | - | - | - - |
| Stage 2 | - | - | - - |

| Approach | EB | WB | SB |
|----------------------|----|----|------|
| HCM Control Delay, s | 0 | 0 | 17.9 |
| HCM LOS | | | C |

| Minor Lane/Major Mvmt | EBT | WBT | WBR | SBLn1 |
|-----------------------|-----|-----|-----|-------|
| Capacity (veh/h) | - | - | - | 285 |
| HCM Lane V/C Ratio | - | - | - | 0.023 |
| HCM Control Delay (s) | - | - | - | 17.9 |
| HCM Lane LOS | - | - | - | C |
| HCM 95th %tile Q(veh) | - | - | - | 0.1 |




HCM 6th TWSC
7: Berry Rd & Drive #1

Item 34.

09/16/2021

Intersection

Int Delay, s/veh 0.3

| Movement | WBL | WBR | NBT | NBR | SBL | SBT |
|--------------------------|---|------|---|------|------|---|
| Lane Configurations |  | |  | | |  |
| Traffic Vol, veh/h | 11 | 4 | 311 | 10 | 3 | 421 |
| Future Vol, veh/h | 11 | 4 | 311 | 10 | 3 | 421 |
| Conflicting Peds, #/hr | 0 | 0 | 0 | 0 | 0 | 0 |
| Sign Control | Stop | Stop | Free | Free | Free | Free |
| RT Channelized | - | None | - | None | - | None |
| Storage Length | 0 | - | - | - | - | - |
| Veh in Median Storage, # | 0 | - | 0 | - | - | 0 |
| Grade, % | 0 | - | 0 | - | - | 0 |
| Peak Hour Factor | 92 | 92 | 92 | 92 | 92 | 92 |
| Heavy Vehicles, % | 2 | 2 | 2 | 2 | 2 | 2 |
| Mvmt Flow | 12 | 4 | 338 | 11 | 3 | 458 |

| Major/Minor | Minor1 | Major1 | Major2 |
|----------------------|--------|--------|--------|
| Conflicting Flow All | 808 | 344 | 0 |
| Stage 1 | 344 | - | - |
| Stage 2 | 464 | - | - |
| Critical Hdwy | 6.42 | 6.22 | - |
| Critical Hdwy Stg 1 | 5.42 | - | - |
| Critical Hdwy Stg 2 | 5.42 | - | - |
| Follow-up Hdwy | 3.518 | 3.318 | - |
| Pot Cap-1 Maneuver | 350 | 699 | - |
| Stage 1 | 718 | - | - |
| Stage 2 | 633 | - | - |
| Platoon blocked, % | | - | - |
| Mov Cap-1 Maneuver | 349 | 699 | - |
| Mov Cap-2 Maneuver | 349 | - | - |
| Stage 1 | 718 | - | - |
| Stage 2 | 631 | - | - |

| Approach | WB | NB | SB |
|----------------------|------|----|-----|
| HCM Control Delay, s | 14.3 | 0 | 0.1 |
| HCM LOS | B | | |

| Minor Lane/Major Mvmt | NBT | NBRWBLn1 | SBL | SBT |
|-----------------------|-----|----------|------|-------|
| Capacity (veh/h) | - | - | 403 | 1210 |
| HCM Lane V/C Ratio | - | - | 0.04 | 0.003 |
| HCM Control Delay (s) | - | - | 14.3 | 8 |
| HCM Lane LOS | - | - | B | A |
| HCM 95th %tile Q(veh) | - | - | 0.1 | 0 |

QUEUING ANALYSIS

Queuing and Blocking Report

A.M. Peak Hour

Intersection: 3: Berry Rd & Lindsey St

| Movement | EB | EB | EB | WB | WB | WB | NB | NB | SB | SB |
|-----------------------|-----|-----|-----|----|-----|-----|-----|-----|-----|-----|
| Directions Served | L | T | R | L | T | TR | L | TR | L | TR |
| Maximum Queue (ft) | 274 | 409 | 108 | 89 | 163 | 153 | 124 | 300 | 124 | 200 |
| Average Queue (ft) | 84 | 234 | 13 | 28 | 99 | 98 | 38 | 135 | 49 | 88 |
| 95th Queue (ft) | 201 | 396 | 70 | 72 | 156 | 151 | 108 | 238 | 105 | 167 |
| Link Distance (ft) | | 402 | 402 | | 147 | 147 | | 336 | | 223 |
| Upstream Blk Time (%) | | 1 | 0 | | 2 | 1 | | 0 | | 0 |
| Queuing Penalty (veh) | | 0 | 0 | | 4 | 3 | | 0 | | 0 |
| Storage Bay Dist (ft) | 250 | | | 65 | | | 100 | | 100 | |
| Storage Blk Time (%) | | 5 | | 0 | 18 | | 0 | 23 | 1 | 13 |
| Queuing Penalty (veh) | | 9 | | 1 | 5 | | 0 | 9 | 2 | 7 |

Intersection: 6: Lindsey St & Drive #2

| Movement | WB | SB |
|-----------------------|-----|----|
| Directions Served | TR | R |
| Maximum Queue (ft) | 69 | 22 |
| Average Queue (ft) | 7 | 1 |
| 95th Queue (ft) | 45 | 11 |
| Link Distance (ft) | 150 | 57 |
| Upstream Blk Time (%) | 0 | |
| Queuing Penalty (veh) | 0 | |
| Storage Bay Dist (ft) | | |
| Storage Blk Time (%) | | |
| Queuing Penalty (veh) | | |

Intersection: 7: Berry Rd & Drive #1

| Movement | WB | SB |
|-----------------------|-----|-----|
| Directions Served | LR | LT |
| Maximum Queue (ft) | 30 | 12 |
| Average Queue (ft) | 2 | 1 |
| 95th Queue (ft) | 16 | 7 |
| Link Distance (ft) | 123 | 140 |
| Upstream Blk Time (%) | | |
| Queuing Penalty (veh) | | |
| Storage Bay Dist (ft) | | |
| Storage Blk Time (%) | | |
| Queuing Penalty (veh) | | |

Network Summary

Network wide Queuing Penalty: 40

Queuing and Blocking Report

P.M. Peak Hour

10/04/2021

Intersection: 3: Berry Rd & Lindsey St

| Movement | EB | EB | EB | WB | WB | WB | NB | NB | SB | SB |
|-----------------------|-----|-----|-----|----|-----|-----|-----|-----|-----|-----|
| Directions Served | L | T | R | L | T | TR | L | TR | L | TR |
| Maximum Queue (ft) | 275 | 428 | 412 | 89 | 185 | 179 | 124 | 224 | 125 | 233 |
| Average Queue (ft) | 137 | 288 | 59 | 47 | 159 | 156 | 30 | 93 | 81 | 182 |
| 95th Queue (ft) | 279 | 454 | 234 | 92 | 175 | 178 | 82 | 179 | 149 | 274 |
| Link Distance (ft) | | 402 | 402 | | 147 | 147 | | 336 | | 223 |
| Upstream Blk Time (%) | | 8 | 1 | | 30 | 24 | | | | 12 |
| Queuing Penalty (veh) | | 0 | 0 | | 140 | 116 | | | | 51 |
| Storage Bay Dist (ft) | 250 | | | 65 | | | 100 | | 100 | |
| Storage Blk Time (%) | | 13 | | 4 | 46 | | | 11 | 5 | 41 |
| Queuing Penalty (veh) | | 22 | | 15 | 28 | | | 4 | 16 | 38 |

Intersection: 6: Lindsey St & Drive #2

| Movement | WB | SB |
|-----------------------|-----|----|
| Directions Served | TR | R |
| Maximum Queue (ft) | 184 | 31 |
| Average Queue (ft) | 151 | 7 |
| 95th Queue (ft) | 220 | 25 |
| Link Distance (ft) | 150 | 57 |
| Upstream Blk Time (%) | 26 | 0 |
| Queuing Penalty (veh) | 0 | 0 |
| Storage Bay Dist (ft) | | |
| Storage Blk Time (%) | | |
| Queuing Penalty (veh) | | |

Intersection: 7: Berry Rd & Drive #1

| Movement | WB | SB |
|-----------------------|-----|-----|
| Directions Served | LR | LT |
| Maximum Queue (ft) | 43 | 159 |
| Average Queue (ft) | 11 | 44 |
| 95th Queue (ft) | 35 | 142 |
| Link Distance (ft) | 123 | 140 |
| Upstream Blk Time (%) | | 5 |
| Queuing Penalty (veh) | | 0 |
| Storage Bay Dist (ft) | | |
| Storage Blk Time (%) | | |
| Queuing Penalty (veh) | | |

Network Summary

Network wide Queuing Penalty: 429

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

OCTOBER 14, 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 14th day of October, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Erin Williford
Steven McDaniel
Erica Bird
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Nouman Jan
Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Roné Tromble, Recording Secretary
Todd McLellan, Development Engineer
Heather Poole, Asst. City Attorney
Jami Short, Traffic Engineer

* * *

Item No. 2, being:

R-2122-31 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST AMENDMENT OF THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN FROM OFFICE DESIGNATION AND LOW DENSITY RESIDENTIAL DESIGNATION TO COMMERCIAL DESIGNATION FOR 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

1. NORMAN 2025 Map
2. Staff Report
3. Pre-Development Summary

and

Item No. 3, being:

O-2122-15 – SOONER TRADITIONS, L.L.C. AND HUNTER MILLER FAMILY, L.L.C. REQUEST REZONING FROM R-1, SINGLE FAMILY DWELLING DISTRICT, AND CO, SUBURBAN OFFICE COMMERCIAL DISTRICT, TO SPUD, SIMPLE PLANNED UNIT DEVELOPMENT, FOR APPROXIMATELY 1.33 ACRES OF PROPERTY LOCATED AT THE NORTHEAST CORNER OF S. BERRY ROAD AND W. LINDSEY STREET (1027 & 1035 S. BERRY ROAD).

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Staff Report
3. SPUD Narrative with Exhibits A-D
4. Transportation Impacts
5. Revised Traffic Impact Analysis
6. Pre-Development Summary
7. Protest & Support Map – October 6, 2021
8. Protests & Supports received by October 6, 2021

PRESENTATION BY STAFF:

1. Ms. Lora Hoggatt presented the staff report. Protest letters were received on this item, which represented 12.5% of the notification area. Support letters were received which represented 17.8% of the notification area.

PRESENTATION BY THE APPLICANT:

1. Mr. Sean Rieger, Rieger Law Group, representing the applicant

AUDIENCE PARTICIPATION:

1. Mr. Jim Akey, 819 Carey Drive, spoke in opposition
2. Mr. David Nehrenz, 902 Carey Drive, spoke in opposition
3. Ms. Roxana Meyer, 1202 W. Brooks Street, spoke in opposition
4. Ms. Michelle Nehrenz, 906 Carey Drive, spoke in opposition
5. Ms. Gabrielle Mandeville, 905 Carey Drive, spoke in opposition
6. Mr. Dan Mains, 1128 W. Brooks Street, spoke in opposition
7. Ms. Lara Souza, 823 Carey Drive, spoke in opposition
8. Mr. Dennis Yarbro, 803 S. Berry Road, spoke in opposition
9. Ms. Susan Meyer, 808 Carey Drive, spoke in opposition
10. Mr. Steve Maple, 951 S. Berry Road, spoke in opposition
11. Mr. Kevin Connywerdy, 1132 W. Brooks Street, spoke in opposition
12. Ms. Nolita Morgan, 1027 Madison Street, spoke in opposition

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Chair Erica Bird made comments
2. Commissioner Michael Jablonski made comments
3. Mr. Sean Rieger responded to a question
4. Commissioner Erin Williford made comments

5. Commissioner Dave Boeck made comments
6. Chair Erica Bird made comments

Michael Jablonski moved to recommend adoption of Resolution No. R-2122-31 and Ordinance No. O-2122-15 to City Council. Erin Williford seconded the motion.

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

| | |
|----------------|---|
| YEAS | Erin Williford, Steven McDaniel, Erica Bird, Dave Boeck, Michael Jablonski |
| NAYES | Sandy Bahan |
| MEMBERS ABSENT | Nouman Jan, Lark Zink |

The motion, to recommend adoption of Ordinance No. O-2122-14 and PP-2122-5 to City Council, passed by a vote of 5-1.

* * *

**1027 AND 1035 S. BERRY ROAD
NORMAN OK**

SIMPLE PLANNED UNIT DEVELOPMENT

APPLICANT:

SOONER TRADITIONS L.L.C.

APPLICATION FOR:

SIMPLE PLANNED UNIT DEVELOPMENT

Submitted August 2, 2021
Revised November 29, 2021

PREPARED BY:

RIEGER LAW GROUP PLLC
136 Thompson Drive
Norman, Oklahoma 73069

TABLE OF CONTENTS

I. INTRODUCTION

Background and Intent

II. PROPERTY DESCRIPTION/EXISTING PROPERTY CONDITIONS

- A. Location
- B. Existing Land Use and Zoning
- C. Elevation and Topography
- D. Utility Services
- E. Fire Protection Services
- F. Traffic Circulation and Access
- G. Fencing

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

- A. Permitted Uses
- B. Area Regulations
- C. Open Space
- D. Traffic Access, Circulation, Sidewalks
- E. Landscaping/Tree Preservation
- F. Signage
- G. Lighting
- H. Fencing
- I. Height
- J. Parking
- K. Exterior Materials

EXHIBITS

- A. Site Development Plan
- B. Allowable Uses
- C. Open Space Diagram
- D. Stormwater Enhancement Diagram

I. INTRODUCTION

This Simple Planned Unit Development (the “**SPUD**”) is being submitted for the property located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, OK (the “**Property**”). The Property consists of one platted lot that was subdivided through different zoning requests over time. This request seeks to return the zoning classification and use of the Property back to a one single platted lot. Currently, the south half of the Property is zoned CO, Suburban Office Commercial District, and the north half is zoned R-1, Single-Family Dwelling District. However, the properties on all three other corners of the Lindsey Street and Berry Road intersection are all NORMAN 2025 Planned Commercial, and zoned C-1 or C-2 Commercial districts. The Applicant seeks to develop a small-scale commercial center that incorporates C-1 Local Commercial District allowable uses as more particularly detailed on **Exhibit B**. In keeping with the intent and spirit of the City of Norman’s C-1 Zoning Ordinance, this request is intended to provide zoning for the conduct of uses that meet the regular needs and for the convenience of the people of adjacent residential areas.

II. PROPERTY DESCRIPTIONS; EXISTING CONDITIONS

A. Location

The Property is located at the Northeast corner of the South Berry Road and West Lindsey Street intersection, which is commonly known as 1027 and 1035 S. Berry Road, Norman, Oklahoma. The Berry Road and Lindsey Street intersection is a section line intersection featuring a combined daily traffic count (per ACOG) of almost 27,000 vehicles per day.

B. Existing Land Use and Zoning

The south half of the Property is currently zoned CO, Suburban Office Commercial District and the north half of the Property is zoned R-1, Single-Family Dwelling District. The south half of the Property is currently designated on NORMAN 2025 as Office and the north half of the Property is designated Low Density Residential. As noted above, all other corners of the Lindsey Street and Berry Road intersection are NORMAN 2025 Planned Commercial, and zoned C-1, Local Commercial or C-2, General Commercial.

C. Elevation and Topography; Drainage

The Property is developed with two older residential structures and gently slopes southwest. No portion of the Property is in the FEMA 100-year flood plain or the WQPZ. A drainage report has been conducted for the Property and provided to City Staff for review.

D. Utility Services

The necessary utility services for this project are already located on or near the Property as this is an already developed location.

E. Fire Protection Services

Fire protection services are as provided by the City of Norman Fire Department and per the City of Norman regulations for such. If required, fire hydrants will be installed on or near the Property in compliance with the applicable provisions of Norman's fire and building codes.

F. Traffic Circulation and Access

There are currently three access points on South Berry Road for the Property.

G. Fencing

The Property currently has no boundary fencing.

III. DEVELOPMENT PLAN AND DESIGN CONCEPT

The Property shall be developed as depicted on the Site Development Plan, attached hereto as **Exhibit A**. The exhibits attached hereto are incorporated herein by reference. The Property shall be developed in conformance with the Site Development Plan, subject to final design development and the changes allowed by Section 22.420.05(11) of the City of Norman's SPUD Ordinance, as may be amended from time to time.

A. Uses Permitted

It is the intent of this SPUD to allow the Property to incorporate in, and provide for, the allowable uses provided under the City of Norman's C-1, Local Commercial District. An exhaustive list of the allowable uses for the Property is attached hereto as **EXHIBIT B**.

B. Area Regulations

North Setback: There shall be a ninety (90') foot building setback from the North property line.

South Setback: There shall be a twenty-five (25') foot building setback from the South property line.

East Setback: There shall be a forty-five (45') foot building setback from the East property line.

West Setback. There shall be a twenty-five (25') foot building setback from the West property line.

The building setbacks enumerated herein shall be applicable to vertical habitable or occupiable structures.

C. Open space and green space

The development of the Property will feature open space and green space areas, as illustrated on the Open Space Diagram, attached hereto as **Exhibit C**. The impervious area for the Property shall not exceed 65%. There shall be a minimum twenty-five (25') foot landscape buffer along the South and West property lines, a minimum twenty (20') foot landscape buffer along the North property line, and a minimum sixteen (16') foot landscape buffer along the East property line. Notwithstanding the foregoing, minor improvements, such as, but not limited to, the patio area, pedestrian bike access path, architectural benches and features, and/or a paved walkway around the building, may encroach within the landscape buffers to the South and West of the building. Additionally, the Applicant will utilize low impact development techniques ("LIDs") and best management practices ("BMPs") in the development of the Property. Examples of potential LIDs and BMPs that may be utilized on the Property are indicated on the Stormwater Enhancement Diagram, attached hereto as **Exhibit D**. The locations and types of LIDs and BMPs are subject to modification during final site development.

D. Traffic access/circulation/sidewalks

There are currently three access points on South Berry Road for the Property, which as noted above is currently being used as if it were two separate lots. The Applicant proposes removing two of those access points, relocating one of them farther north, and providing a new access point on Lindsey Street. New sidewalks would be installed along Berry Road frontage. The access point from Lindsey Street shall be restricted access of right in, right out only. The Applicant has provided a Traffic Impact Analysis discussing the proposed development to City Staff.

E. Landscaping/Tree Preservation

Trees shall be preserved by the Applicant, when possible, to fit the proposed site plan. If the Applicant needs to remove a mature tree in order to facilitate the development of the Property per the site plan, the Applicant shall plant two (2) trees, minimum two-inch caliper, on the Property, in a location to be determined by the Applicant. Additionally, no trees located within the public right of ways, will be removed by the Applicant unless one or more of the following circumstances apply: (i) a tree needs to be removed or altered in order to comply with Norman's City Ordinances, as amended from time to time; (ii) a tree(s) needs to be removed to allow for installation of the new sidewalk and entry drive approaches, utility installation, bus stop changes, or other infrastructure modifications; or (iii) a tree is

a dangerous tree or diseased or infected tree as defined in Article X of Chapter 10 of the City of Norman's Code of Ordinances, as amended from time to time.

F. Signage

Signage will comply with the City of Norman's commercial signage ordinances applicable to Norman's C-1, Local Commercial District, as may be amended from time to time.

G. Lighting

The Applicant shall meet the City of Norman's Commercial Outdoor Lighting Standards, as amended from time to time.

H. Fencing

The Property currently has no boundary fencing. The Property will feature a six (6') foot high brick masonry privacy boundary wall along the North and East boundaries of the Property, provided that the wall may commence at the South setback line on the East boundary of the Property. The wall may be of panelized construction.

I. Height

Height shall be restricted to no more than one (1) story for all building structures.

J. Parking

The Property shall comply with Norman's applicable parking ordinances, as amended from time to time. Additionally, bike racks will be provided on the Property to encourage and support multi-modal transportation to and from the development.

K. Exterior Materials

The exterior materials of the building to be constructed on the Property may be brick, glass, stone, synthetic stone, stucco, EIFS, masonry, metal accents, composition shingles, and any combination thereof.

EXHIBIT A**Site Development Plan**

The note of 6' screen wall below is changed to 6' brick wall

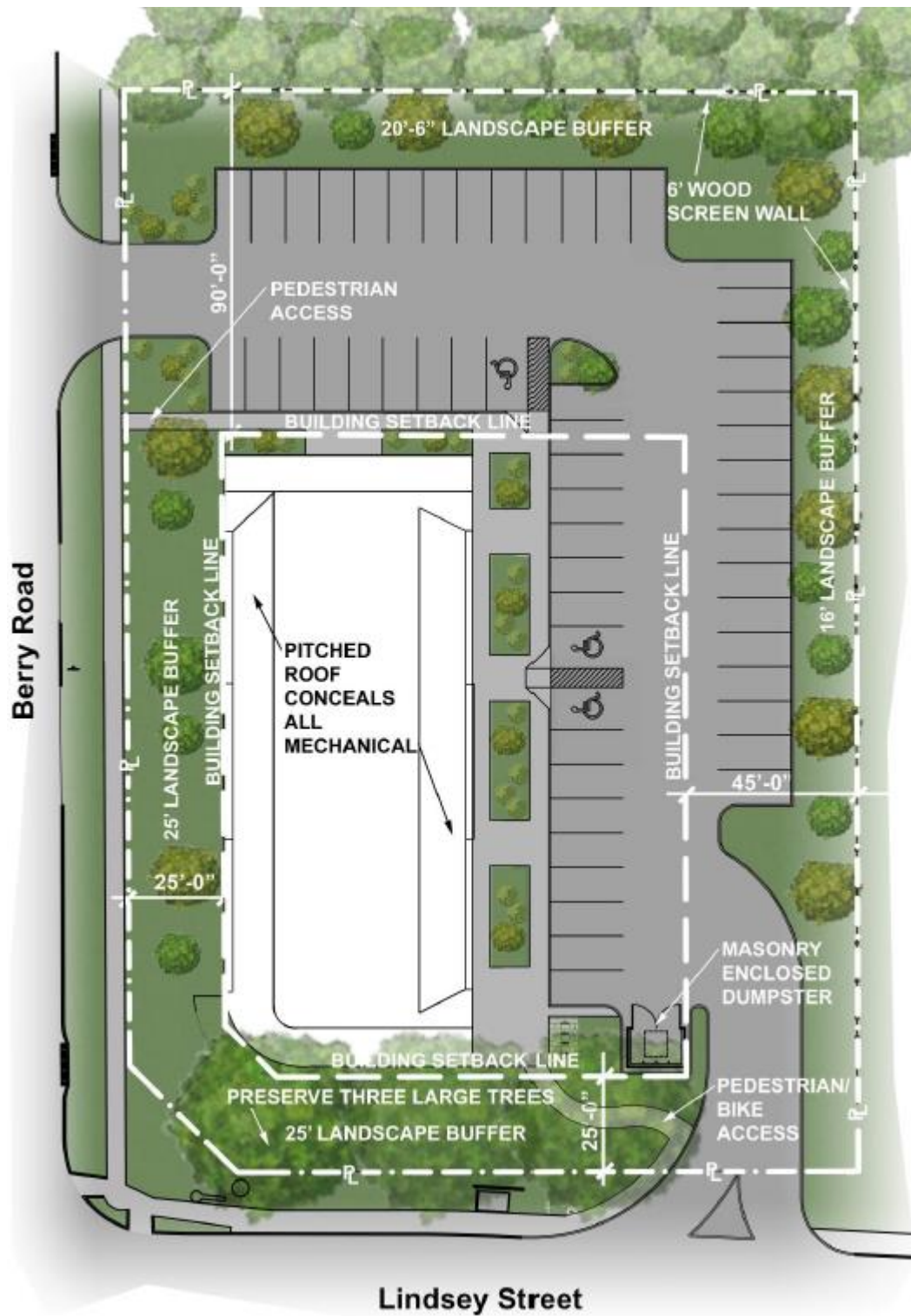


EXHIBIT B

Allowable Uses

Commercial Uses:

(for purposes of familiarity, this list is based on the City of Norman's C-1, Local Commercial District. In the event of any ambiguity or conflict between the City of Norman's C-1, Local Commercial District Ordinance and this list, this list shall control)

- Antique shop.
- Appliance Store.
- Art Gallery.
- Artist materials supply or studio.
- Assembly Halls of non-profit corporations.
- Automobile parking lots.
- Baby store.
- Bakery goods store.
- Bank.
- Barber shop, or beauty parlor.
- Book or stationery store.
- Camera shop.
- Candy store.
- Catering establishment.
- Child care establishment.
- Churches.
- Clothing or apparel store.
- Dairy products or ice cream store.
- Delicatessen store.
- Dress shop.
- Drug store or fountain.
- Dry Cleaning Pick-up Station.
- Dry goods store.
- Fabric or notion store.
- Florist.
- Furniture Store.
- Gift Shop.
- Grocery or supermarket.
- Hardware store.
- Interior decorating store.
- Jewelry shop.
- Key shop.
- Leathergoods shop.
- Libraries.
- Medical Marijuana Dispensary, as allowed by state law.

- Museums.
- Music Conservatories.
- Messenger or telegraph service.
- Office business.
- Painting and decorating shop.
- Pet shop.
- Pharmacy.
- Photographer's studio.
- Radio and television, mobile phones or electronics sales and service.
- Restaurant. A restaurant may include live entertainment and/or a dance floor, (all such activity fully within an enclosed building) provided the kitchen remains open with full food service whenever live entertainment is offered.
- Retail spirits store.
- Sewing machine sales.
- Sporting goods sales.
- Shoe store or repair shop.
- Tailor Shop.
- Trade schools and schools for vocational training; or educational services such as tutoring.
- Tier I Medical Marijuana Processor, as allowed by state law.
- Tier II Medical Marijuana Processor, as allowed by state law.
- Toy store.

EXHIBIT C

OPEN SPACE DIAGRAM



Open Space Diagram

EXHIBIT D

STORMWATER ENHANCEMENT DIAGRAM



Stormwater Enhancements

File Attachments for Item:

35. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-86: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROVING AN APPEAL OF THE TEMPORARY ADMINISTRATIVE DELAY TO ALLOW THE SUBMITTAL OF A PERMIT APPLICATION FOR THE CONSTRUCTION OF A TRIPLEX WITH A REAR PARKING AREA AT 719 DEANS ROW AVENUE.



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Mark Krittenbrink

PRESENTER: Jane Hudson, Director of Planning & Community Development

ITEM TITLE: CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-86: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA APPROVING AN APPEAL OF THE TEMPORARY ADMINISTRATIVE DELAY TO ALLOW THE SUBMITTAL OF A PERMIT APPLICATION FOR THE CONSTRUCTION OF A TRIPLEX WITH A REAR PARKING AREA AT 719 DEANS ROW AVENUE.

BACKGROUND:

City Council adopted Resolution No. R-2122-76 on December 14, 2021, creating a six-month Temporary Administrative Delay for residential building, demolition, paving, platting or rezoning applications within the Central Norman Study Area. Further, R-2122-76 allows for an appeal process, which is the purpose for this resolution. Application for the construction of a triplex was submitted on January 7, 2022, and denied by staff due to the property being located within the Temporary Administrative Delay area.

DISCUSSION:

The subject property is located at 719 Deans Row Avenue, Lots 74, 75, and 76, of Block 3 in Larsh's University Addition as shown on the location map. This lot is designated as Neighborhood Middle Frontage within the Center City Form-Based Code.

Per the applicant's request submitted to the City Clerk, the application is to build a triplex. The lot is 10,500 square feet. The Center City Form-Based Code Certificate of Compliance application indicates that the triplex and paving meets the design requirements of the Neighborhood Middle Frontage area. A triplex is allowed on a lot such as 719 Deans Row Avenue with 75 feet of street frontage.

Per R-2122-76, the City Council shall consider the following in determining whether appeals of denied applications for COCs, demolition permit, or CCPUDs should be granted:

- The City's interest in protecting the public's health, safety and general welfare;
- The City's interest in avoiding the creation of uses or structures that may not be in harmony with the intent and purpose behind the Center City Form Based Code and vision;
- The extent to which the proposed use, if applicable, will negatively impact the values of the property and the neighboring property; and

- The economic impact and hardship of the delay upon the owner.

RECOMMENDATION:

This request is submitted to City Council for their consideration in accordance with the appeal process approved in R-2122-76.

R-2122-86

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,
OKLAHOMA APPROVING AN APPEAL OF THE TEMPORARY
ADMINISTRATIVE DELAY TO ALLOW THE SUBMITTAL OF AN
APPLICATION FOR THE CONSTRUCTION OF A NEW TRIPLEX
WITH A REAR PARKING AREA AT 719 DEANS ROW AVENUE.

- § 1. WHEREAS, City Council passed Resolution R-2122-76 on December 14, 2021 declaring a temporary administrative delay for a period of six months for an area identified as the Center City Study Area; and
- § 2. WHEREAS, the administrative delay approved by Resolution R-2122-76 adopted the temporary delay for all properties within the Center City Study Area; and
- § 3. WHEREAS, Resolution R-2122-76 provides a property owner or applicant the right to appeal to City Council if the property owner or applicant believes that the decision not to accept applications for Certificates of Compliance (COC), demolition permits, or Center City Planned Unit Developments (CCPUD) is unreasonable; and
- § 4. WHEREAS, the applicant is responsible for establishing that processing the application will not undermine the current character of the Center City Study Area nor will it overburden the existing infrastructure; and
- § 5. WHEREAS, the property at 719 Deans Row is within the Center City Study Area and subject to the administrative delay; and
- § 6. WHEREAS, the applicant has provided information indicating why this appeal should be granted; and
- § 7. WHEREAS, the applicant submitted an application for the construction of a new triplex with a rear parking area at 719 Deans Row Avenue.

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

- § 8. That the appeal is granted to allow the construction of _____

PASSED AND ADOPTED this _____ day of _____, 2022.

(Mayor)

ATTEST:

(City Clerk)



Central Norman
ADMINISTRATIVE DELAY APPEAL

Case No. _____

City of Norman Planning & Community Development - 201 W Gray St. Bldg A - Norman, OK 73069 (405) 366-5433 Phone - (405) 366-5274 Fax

| | |
|--|--|
| APPLICANT(S) Red Door Realty LLC | ADDRESS OF APPLICANT PO Box 720054, Norman, OK 73070 |
| NAME AND PHONE NUMBER OF CONTACT PERSON(S) Agent: Krittenbrink Architecture, Mark Krittenbrink, 405-579-7883 | EMAIL ADDRESS mark@karc-llc.com |

Legal Description of Property: Larshs University Lot 74 thru 76, Block 3

Requests Hearing for:

CENTRAL NORMAN ADMINISTRATIVE DELAY

Detailed Justification for above appeal (refer to attached Resolution and justify request according to requirements therefor):
See statement attached.

(Attach additional sheets for your justification, as needed.)

SIGNATURE OF PROPERTY OWNER(S):

[Signature]

Ryan Broyles

ADDRESS AND TELEPHONE:

PO Box 720054, Norman, OK 73070, 405-761-8990

OFFICE
USE
ONLY

FILED IN THE OFFICE
OF THE CITY CLERK
ON 1/7/2022

Date Submitted

Checked by

011217.mxd



January 6, 2022

City of Norman
PO Box 370
Norman, OK 73070

Re: Center City Form-Based Code Certificate of Compliance
Development Proposal Narrative
719 Deans Row

The applicant wants to build a tri-plex at 719 Deans Row. The project will consist of two (2) three-bedroom units measuring 1,880 SF, and one (1) three-bedroom unit measuring 2,223 SF. A front courtyard is proposed along with parking for 12.

The project meets all the criteria of structures built in the Neighborhood Middle Frontage as defined by the Center City Form-Based Code.

Thank you,

A handwritten signature in black ink, appearing to read 'Mark Krittenbrink', is written over the printed name.

Mark Krittenbrink



The City of NORMAN

201 West Gray A • P.O. Box 370
Norman, Oklahoma 73069 • 73070

PLANNING AND COMMUNITY DEVELOPMENT
Phone: 405-307-7112

Temporary Administrative Delay – Center City Form-Based Code Area Resolution No. R-2122-76

Date: 1/7/22
Address: 719 Deans Row Ave
Owner/Applicant Rep.: Red Deer Realty

Your application(s) for a Certificate of Compliance for a triplex in Neighborhood Middle Frontage at the above address has been denied based on the City Council adopted "Temporary Administrative Delay" for the "Center City Form-Based Code Area" (see attached map). City Council adopted this Resolution on December 14, 2021, and your property is located within the area and scope of the Administrative Delay. This Administrative Delay is for a period of six (6) months and includes applications for COCs, demolition permits, and CCPUDs in the area defined by Exhibit A.

Included in the Resolution of the Administrative Delay is the option to appeal the denial. City Council recognized that applicants should have the right to appeal a denial if the applicant believes the decision to deny an application is unreasonable. Such appeal shall be filed with the Clerk of the Council within ten (10) business days after receiving this written notification.

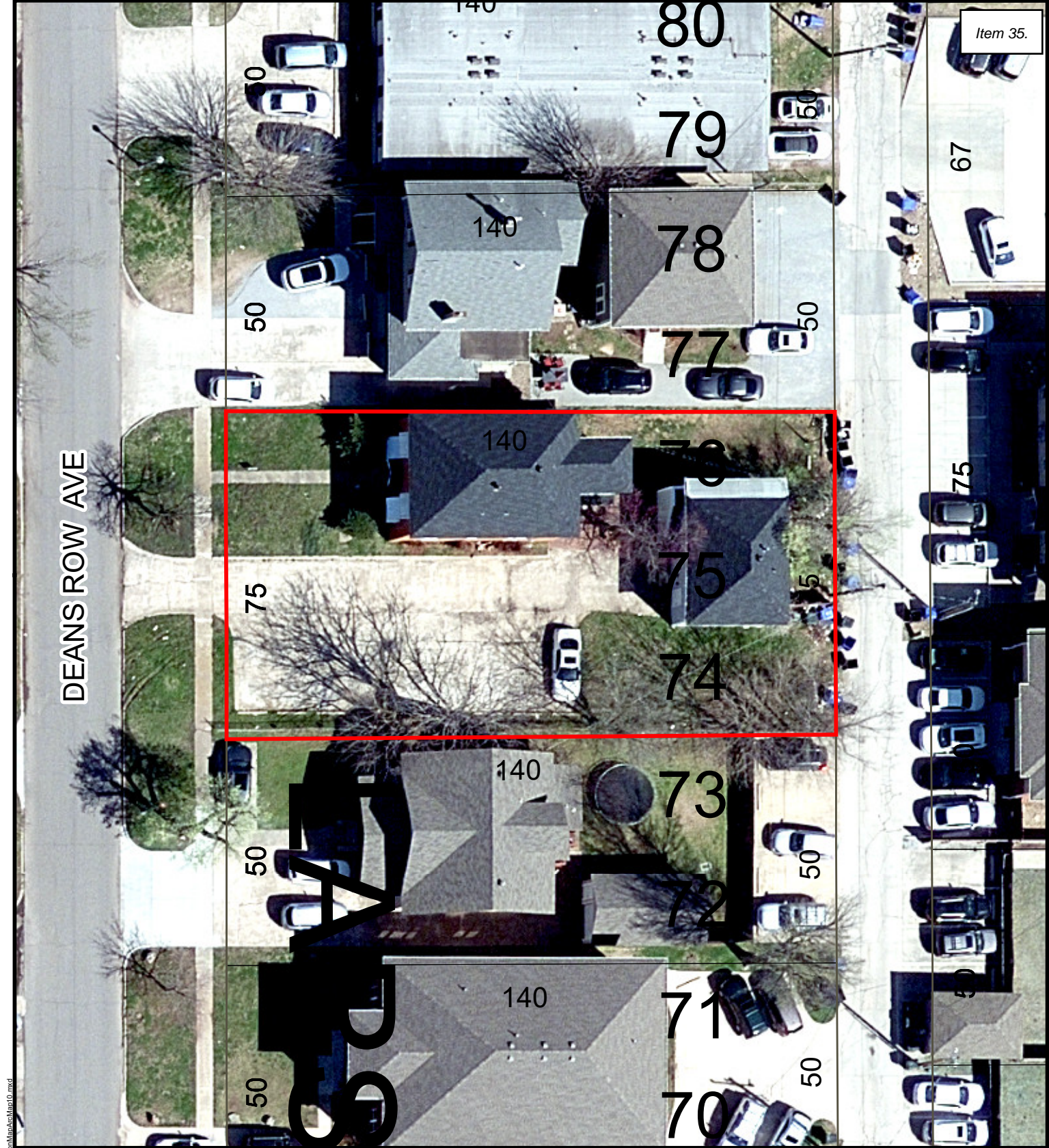
For your reference, attached is a copy of Resolution No. R-2122-76. Included in the copy are the steps to file your appeal with the Clerk, page 3, §21-22, as well as the map outlining the area covered by the Administrative Delay.

Owner/Applicant Rep. Signature: Mark Kriffenbrink
Printed Name: Mark Kriffenbrink
E-Mail & Phone: mark@karc-llc.com 405 579-1883
Application Number for Tracking Purposes Only: 22-01

Planning & Community Development
Current Planning
405-307-7112
Current.planning@normanok.gov

[Signature] Planner I
Title

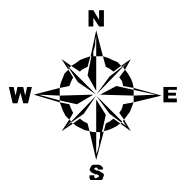
1/7/22
Date



March 2021 Aerial Photography




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.



January 12, 2022

0 10 20 30 Ft.
|-----|-----|-----|

 Subject Tract

 Zoning



[illegible]

| PRIMARY ISSUE | | |
|---------------|------|--------------|
| MARK | DATE | DESCRIPTION |
| | | PERMIT ISSUE |
| | | BID ISSUE |
| | | CONST. ISSUE |

NOT FOR
CONSTRUCTION

THESE DRAWINGS ARE PROVIDED FOR APPROVAL OR REVIEW PURPOSES ONLY AND DO NOT IN ANY WAY CONSTITUTE A CONSTRUCTION DOCUMENT SET; AS SUCH, THESE DRAWINGS MAY NOT BE INCORPORATED INTO ANY SET OF DRAWINGS USED FOR CONSTRUCTION.

01.04.22

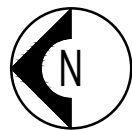
JOB NO.: K3621

© 2021 KRITTENBRINK ARCHITECTURE LLC ALL RIGHTS RESERVED THESE DOCUMENTS NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM KRITTENBRINK ARCHITECTURE LLC

| | |
|----------|------------|
| DRAWN BY | CHECKED BY |
| CFC | MLK |

SHEET TITLE:
SITE PLAN

SHEET NO.:
A101





119 W. MAIN STREET
NORMAN, OK 73069
405.579.7883
FAX 405.292.0545

PHONE:
FAX:

PHONE:
FAX:

PHONE: _____
FAX: _____

719 DEAN'S ROW
NORMAN, OK 73070

| | | |
|-----------|------|-------------|
| MARK | DATE | DESCRIPTION |
| REVISIONS | | |

| PRIMARY ISSUE | | |
|---------------|------|--------------|
| MARK | DATE | DESCRIPTION |
| | | PERMIT ISSUE |
| | | BID ISSUE |
| | | CONST. ISSUE |

NOT FOR
CONSTRUCTION

THESE DRAWINGS ARE PROVIDED FOR APPROVAL OR REVIEW PURPOSES ONLY AND DO NOT IN ANY WAY CONSTITUTE A CONSTRUCTION DOCUMENT SET. AS SUCH, THESE DRAWINGS MAY NOT BE INCORPORATED INTO ANY SET OF DRAWINGS USED FOR CONSTRUCTION.

01.04.22

JOB NO.: K3621

© 2021 KRITTENBRINK ARCHITECTURE LLC ALL RIGHTS RESERVED THESE DOCUMENTS NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM KRITTENBRINK ARCHITECTURE LLC

| | |
|----------|------------|
| DRAWN BY | CHECKED BY |
| CFC | MLK |

SHEET TITLE:
UNIT "A"
FLOOR PLAN

SHEET NO.:

954





119 W. MAIN STREET
NORMAN, OK 73069
405.579.7883
FAX 405.292.0545

PHONE:
FAX:

719 DEAN'S ROW
NORMAN, OK 73070

| PRIMARY ISSUE | | |
|---------------|------|--------------|
| MARK | DATE | DESCRIPTION |
| | | PERMIT ISSUE |
| | | BID ISSUE |
| | | CONST. ISSUE |

THESE DRAWINGS ARE PROVIDED FOR APPROVAL OR REVIEW PURPOSES ONLY AND DO NOT IN ANY WAY CONSTITUTE A CONSTRUCTION DOCUMENT SET; AS SUCH, THESE DRAWINGS MAY NOT BE INCORPORATED INTO ANY SET OF DRAWINGS USED FOR CONSTRUCTION.

JOB NO.: K3621

© 2021 KRITTENBRINK ARCHITECTURE LLC ALL RIGHTS RESERVED THESE DOCUMENTS NOT BE USED FOR ANY PURPOSES WITHOUT PRIOR WRITTEN PERMISSION FROM KRITTENBRINK ARCHITECTURE LLC

SHEET TITLE:
UNIT "B"
FLOOR PLAN

955







R-2122-76

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, DECLARING A TEMPORARY ADMINISTRATIVE DELAY FOR A PERIOD OF SIX (6) MONTHS ON THE ACCEPTANCE OF ALL APPLICATIONS FOR CERTIFICATES OF COMPLIANCE ("COC"), DEMOLITION PERMITS, OR CENTER CITY PLANNED UNIT DEVELOPMENTS ("CCPUD") IN THE CENTER CITY STUDY AREA OF NORMAN; DECLARING POSSIBLE EXCEPTIONS; DECLARING A PROCEDURE FOR ADMINISTRATIVE REVIEW AND APPEALS PROCESS; AND PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, the Center City Study Area ("Center City"), more specifically delineated on the attached map, is a portion of the oldest developed area within the Norman community, and was rezoned to the Center City Form Based Code effective May 23, 2017, and made subject to the Center City Project Plan December 19, 2017; and
- § 2. WHEREAS, Center City connects the Downtown area to the Campus Corner area and borders two historic districts, as well as the University of Oklahoma; and
- § 3. WHEREAS, the unique nature of the Center City, as addressed in the Center City vision, makes it a prime location for promoting development using a form-based tool to include housing and mixed-uses that promote a walkable and "park once" environment; and
- § 4. WHEREAS, infrastructure, including roads, alleys, parking, sewer lines, water lines, and electric grids, are aging and may not be able to continue to support their users if the area continues to gain in density as Center City has been developed following the adoption of the Center City Form Based Code; and
- § 5. WHEREAS, development and redevelopment pressures threaten to erode Center City's character and vision as a destination with a desirable mix of land uses that complement and protect the adjacent neighborhoods; and
- § 6. WHEREAS, the future of an attractive, economically healthy Center City depends in no small part on the preservation of healthy neighborhoods within it as well as the development of appropriate mixed uses recognizing the intent behind the adoption of the Center City Form Based Code; and
- § 7. WHEREAS, the City Council is elected and is duty-bound to promote the community's health, safety, and moral and general welfare, which duty includes the preparation of plans, strategies, and ordinances designed to effectuate the coordinated development of the City, and that in accordance with existing and future needs, will best promote the general welfare, as well as conserve property values and encourage the most appropriate use of land throughout the City; and



- § 8. WHEREAS, generally, when it becomes apparent there is a need to amend existing plans or ordinances, or to adopt new plans, strategies, or ordinances to promote the health, safety, and general welfare, a “race of diligence” may ensue in property owners seeking to establish vested rights under existing law and the City Council seeking to enact or amend a plan or ordinance, or adopt new plans, strategies, or ordinances, before such vested rights are established; thereby creating additional safety and welfare problems; and
- § 9. WHEREAS, such a “race of diligence” is counterproductive to both individual property owners and the City as a whole, because landowners rush to submit applications that may not have received adequate consideration and to gain approval of such applications, and the City rushes to adopt a plan or ordinance amendments, strategies, or ordinances that may not have received thorough analysis or been subject to full public debate with respect to the issues, goals, and policies of the proposed development controls, and therefore may not be as responsive to either the City’s or the applicant’s goals and needs or received the degree of community input and debate as would otherwise be possible and appropriate; and
- § 10. WHEREAS, a temporary administrative delay of development applications within a defined geographic boundary of the City by resolution of the City Council, based upon the likelihood that proposed amendments to the Center City Form Based Code or planning policies may impact the nature of development applications, is an appropriate remedy to counteract the effects of a “race of diligence”; and
- § 11. WHEREAS, this Resolution is considered because the City Council has determined that some applications for COCs, demolition permits, or CCPUDs in Center City, may adversely affect the ability of Center City to remain and redevelop as a unique, vibrant place; and
- § 12. WHEREAS, a limited number of applications will seek permits for projects that may have little or no effect on the future of Center City, in order to cause the least disruption to property owners affected by this Resolution; and
- § 13. WHEREAS, the City Council recognizes that an administrative delay is an extraordinary remedy that should be used judiciously and only after serious evaluation and analysis by staff and City Council and based upon staff’s carefully considered recommendation; and,
- § 14. WHEREAS, to ensure that the City Council successfully, fairly, and rationally fulfills this duty, it is necessary to delay temporarily the acceptance of applications for COCs, demolition permits, and CCPUDs; and
- § 15. WHEREAS, the Council also recognizes that it has an equally important duty to fully consider applications for the issuance or approval of COCs, demolition permits, and CCPUDs whenever such applications are consistent with the City’s Code of Ordinances, including the Center City Form Based Code, and that it is necessary that delay be enacted for the shortest amount of time; and

- § 16. WHEREAS, the City Council has determined that it is appropriate and necessary to provide an expeditious appeal process to individuals or entities affected by this administrative delay in order to ensure proper due process; and
- § 17. WHEREAS, it is anticipated that certain public improvements will be recommended to be accomplished in furtherance of the future smart growth of Center City, and that funding sources to accomplish those public improvements will need to be identified.

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

- § 18. That for a period of six (6) months, the Council of the City of Norman hereby formally adopts a temporary policy of delaying the acceptance of applications for COCs, demolition permits, and CCPUDs in the area defined by Exhibit A. This Resolution may be rescinded if the City completes those tasks in less than six (6) months; and
- § 19. That the Planning and Community Development and Public Works Departments of the City of Norman are directed not to accept applications for COCs, demolition permits, and CCPUDs in the area defined by Exhibit A; and
- § 20. That it is the intent of this action to protect the character of Center City by protecting the area from development inconsistent with the Center City vision, by addressing concerns in the implementation of certain provisions of the Center City Form Based Code and its Project Plan, including more recent revisions to the Center City Form Based Code, and to realize the community's vision for a vital Center City that accommodates an attractive balance of commercial, residential, mixed-use and institutional land uses; and
- § 21. That applicants shall have the right to appeal the temporary Administrative Delay of Applications to the City Council of the City of Norman if the applicant believes that the decision not to accept COC, demolition permit, or CCPUD applications is unreasonable. Such appeal shall be filed with the Clerk of the Council within ten (10) business days after receiving written notification of a determination; and
- § 22. That, after receipt of the applicant's written statement of appeal, the Clerk of the Council shall schedule the appeal for hearing by the City Council on the next regular agenda, or as soon thereafter as practicable in the normal course of managing Council agendas. The applicant shall be notified of the time of the hearing at least seven (7) days prior to such hearing. Proper mailing to the address shown on the original application shall be adequate notification. The decision and order of the City Council on such appeal shall be final and conclusive; and
- § 23. That the applicant shall bear the burden of establishing by a preponderance of the evidence that processing the application for COCs, demolition permits, or CCPUDs will not undermine the current character of Center City, obviate the purpose of the Center City Form Based Code or Vision, directly implicate issues that are set to be addressed during this

temporary administrative delay, and will not place undue additional burden on the existing infrastructure; and

§ 24. That the City Council shall consider the following in determining whether appeals of denied applications for COCs, demolition permits, or CCPUDs should be granted:

- The City's interest in protecting the public's health, safety and general welfare;
- The City's interest is avoiding the creation of uses or structures that may not be in harmony with the intent and purpose behind the Center City Form Based Code and vision;
- The extent to which the proposed use, if applicable, will negatively impact the values of the property and the neighboring property;
- The economic impact and hardship of the delay upon the owner; and

§ 25. That the provisions of this resolution are temporary in nature and are intended to be removed in totality or replaced by subsequent legislative enactment. The temporary administrative delay of applications for COCs, demolition permits, and CCPUDs as specified in this resolution shall terminate six (6) months from the date of adoption.

§ 26. This temporary administrative delay is also expressly tied to the formation of the Center City Form Based Code Ad Hoc Committee ("CCFBC Ad Hoc Committee") and to that committee's participation in the review and potential recommendation to the City Council of alterations to the Center City Form Based Code directly addressing current concerns presently identified by City Staff, and as further set forth in a future resolution formally appointing said CCFBC Ad Hoc Committee.

§ 27. Severability. If any section, subsection, sentence, clause, phrase or portion of this resolution is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such portion shall be deemed a separate, distinct, and independent provision, and such holding shall not affect the validity of the remaining portions of this resolution.

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

Mayor

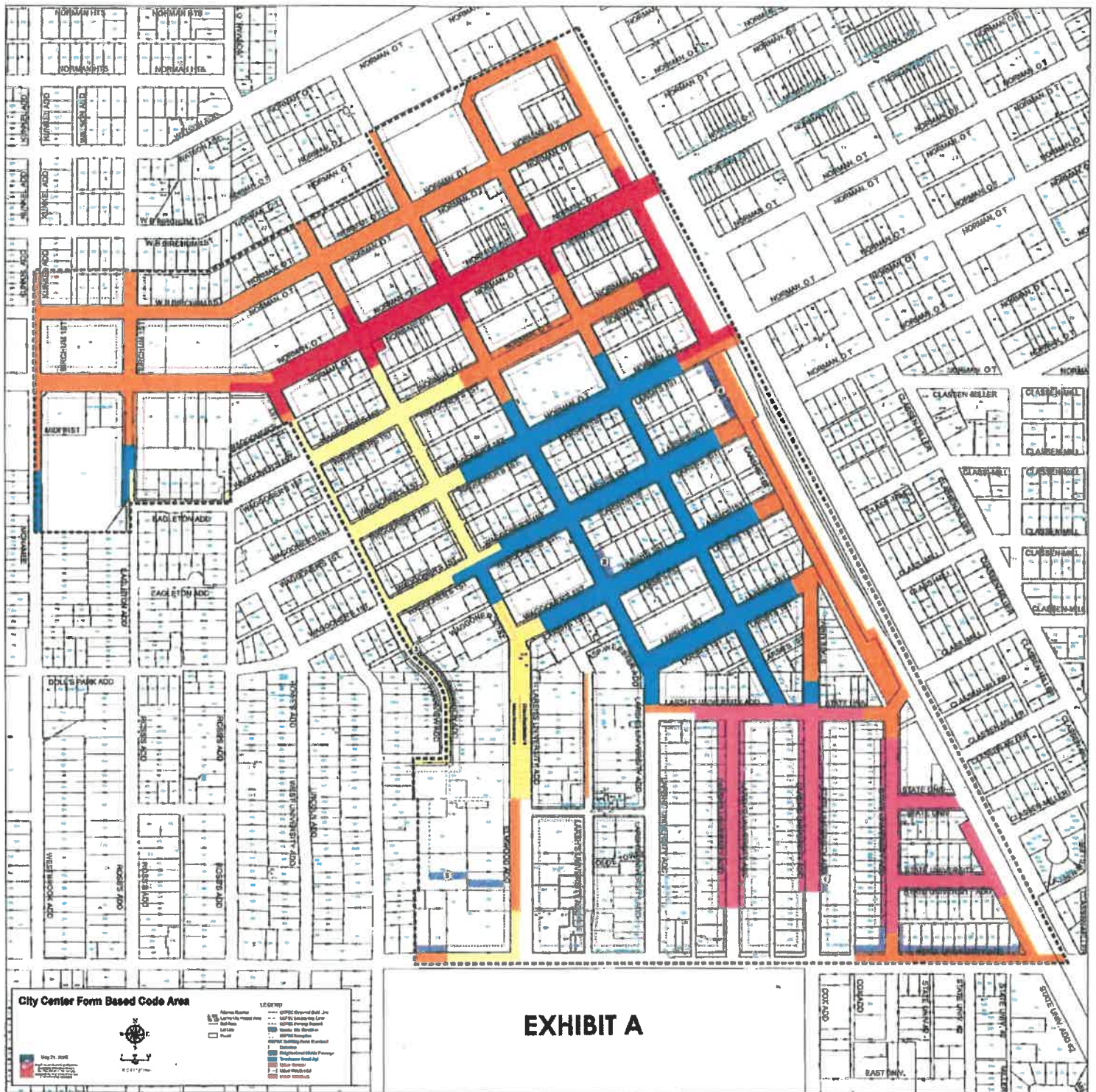
ATTEST:

City Clerk

(Deputy)

City Attorney





File Attachments for Item:

36. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE APOSTOLIC WORSHIP CENTER. (GENERALLY LOCATED 1300 FEET SOUTH OF TECUMSEH ROAD ON THE EAST SIDE OF PORTER AVENUE-3221 NORTH PORTER AVENUE)



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR THE APOSTOLIC WORSHIP CENTER. (GENERALLY LOCATED 1300 FEET SOUTH OF TECUMSEH ROAD ON THE EAST SIDE OF PORTER AVENUE-3221 NORTH PORTER AVENUE)

BACKGROUND:

This item is a preliminary plat of Apostolic Worship Center and generally located 1300' south of Tecumseh Road on the east side of Porter Avenue (3221 North Porter). This property consists of 4.98 acres and one lot. The existing church is proposing an additional building expansion.

Planning Commission, at its meeting of November 18, 2021, recommended to City Council the approval of the preliminary plat for Apostolic Family Center.

DISCUSSION:

The proposed 2,147 square foot addition to the existing Apostolic Worship Center in this Preliminary Plat is expected to generate no additional trips to this facility. Obviously being well below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer was not required to submit any traffic impact documentation for this application. The addition will be on the existing Apostolic Worship Center parcel located approximately 1,580 feet south of the intersection of Porter Avenue and Tecumseh Road, on the east side of Porter Avenue.

| STREET | NO. OF LANES | BACKGROUND TRAFFIC (Veh/day) | PROJECTED TRAFFIC (Veh/day) | TOTAL PROJECTED TRAFFIC (Veh/day) | ROADWAY CAPACITY L.O.S. "E" | % CAPACITY USED (BACKGROUND) | % CAPACITY USED (PROJECTED) |
|-------------|--------------|------------------------------|-----------------------------|-----------------------------------|-----------------------------|------------------------------|-----------------------------|
| Porter Ave. | 4 | 10,757 | 0 | 10,757 | 34,200 | 31.45 | 31.45 |

The proposed addition to the existing worship center will utilize existing access to Porter Avenue. This will connect motorists to Tecumseh Road to the north and Rock Creek Road to the south. Capacity exceeds demand in this area. As such, no off-site improvements are anticipated.

PUBLIC IMPROVEMENTS:

1. **Fire Hydrant.** Fire hydrant is existing.
2. **Permanent Markers.** Permanent markers will be installed prior to the final plat being filed of record.
3. **Sanitary Sewer.** Sanitary sewer is existing.
4. **Sidewalk.** Sidewalk is existing.
5. **Storm Sewers.** Storm water runoff will be conveyed through a low impact system including the use of rain barrels.
6. **Street.** Porter Avenue is existing.
7. **Water Main.** Water main is existing.

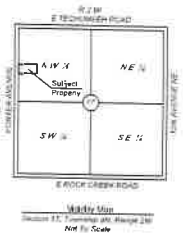
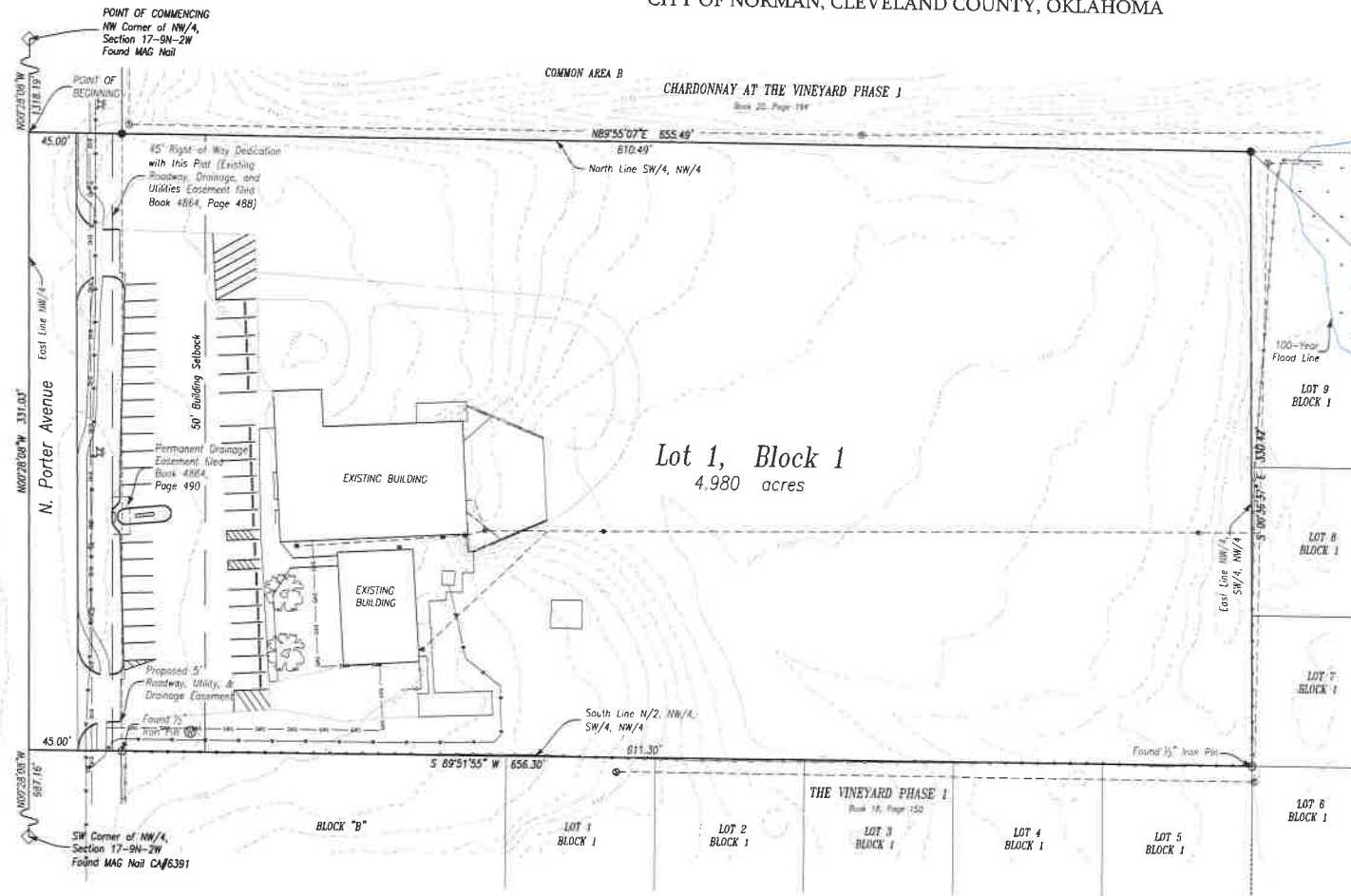
PUBLIC DEDICATIONS.

1. **Easements.** All required easements will be dedicated to the City on the final plat.
2. **Rights-of-Way.** Porter Avenue right-of-way is existing.

RECOMMENDATION:

Staff recommends approval of the preliminary plat of Apostolic Worship Center.

PRELIMINARY PLAT OF:
APOSTOLIC WORSHIP CENTER
NORTH HALF, NORTHWEST QUARTER, SOUTHWEST QUARTER,
NORTHWEST QUARTER, SECTION 17,
TOWNSHIP 9 NORTH, RANGE 2 WEST, OF THE INDIAN MERIDIAN
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



LEGAL DESCRIPTION - COMMERCIAL

[illegible]

OWNER

UNITED PENTECOSTAL CHURCH OF NORMAN, INCORPORATED
3221 N Porter Avenue
Norman, Oklahoma 73071

ENGINEER

PDG ENGINEERING, LLC
Craig Papp, P.E.
P.O. Box 81
Crowville, LA 71230
Phone 318-535-8110

SURVEYOR

MACBAR LAND SURVEYING, PLLC
Karl Mason, P.E., P.L.S.
4710 Cornerstone Drive
Norman, Oklahoma 73072
Phone: 405-527-7510

NOTES

- Last date of field work May 27, 2021.
 Survey describes survey of lands described in Warranty Deed recorded in Book 483 Page 626 in
 Cleveland County, Oklahoma.
 Refer to Hydrology Report for information of Drainage and Detention.
 Current/Proposed Zoning is A-2.

LAND SURVEYOR'S CERTIFICATE

This is to certify that this survey was performed on the ground by me, and the monuments shown thereon exist and their positions are correctly shown, and this survey meets the O'Fallon Minimum Standards for the Practice of Land Surveying as adopted by the O'Fallon State Board of Consultants for Professional Engineers and Land Surveyors.

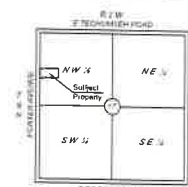
Karl Mero, PE PLS • LS #1873



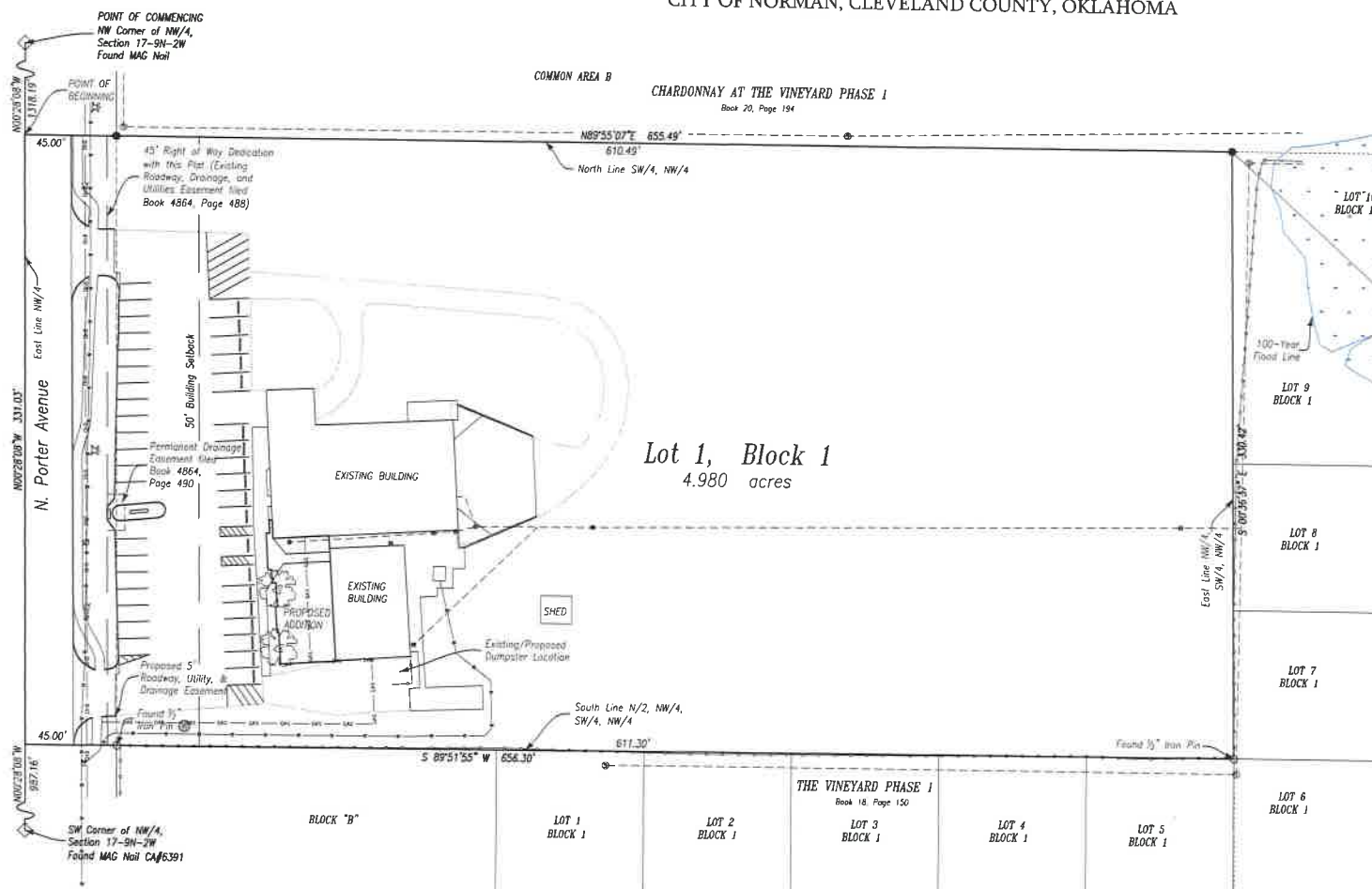
LEGEND

- | | | | |
|-----|---------------------------|-------|---------------------------------|
| ● | SET 1/2" IRON PIN WITH | ----- | EXISTING SANITARY SEWER LINE |
| ○ | CAP "MANHOLE CA R137" | ----- | PROPOSED STORM SEWER LINE |
| ● | SET MAG NAIL WITH | ----- | EXISTING WATER LINE |
| ○ | SHNER "MANHOLE CA R137" | ----- | FENCE |
| ● | SET GOTTON SPINDLE WITH | ----- | CURB AND GUTTER |
| ○ | SHNER "MANHOLE CA R137" | ----- | SECTION LINE |
| ★ | FOUND MAG NAIL WITH | ----- | QUARTER SECTION LINE |
| ★ | FOUND IRON PIN | ----- | BOUNDARY LINE |
| ◇ | FOUND PLUMB MONUMENT | ----- | LOT LINES |
| ◇ | SANITARY SEWER MANHOLE | ----- | SEPARATION LINES |
| TRA | GROUND TRANSFORMER | ----- | USE "UTILITY BASEMENT" |
| ⊙ | POWER POLE | ----- | PER "STANDARD ENGINEERING" |
| + | DOWN GUY | ----- | PDE "PRIVATE DRAINAGE EASEMENT" |
| + | RRE HYDRANT | ----- | GS "GREENSPACE" |
| --- | ELECTRIC UNDERGROUND LINE | ----- | BL "BUILDING LOT LINE" |
| --- | OVERHEAD ELECTRICAL LINE | ----- | UNL "LIMITS OF NO ACCESS" |
| | | ----- | ROW "RIGHT OF WAY" |

SITE PLAN OF:
APOSTOLIC WORSHIP CENTER
NORTH HALF, NORTHWEST QUARTER, SOUTHWEST QUARTER,
NORTHWEST QUARTER, SECTION 17,
TOWNSHIP 9 NORTH, RANGE 2 WEST, OF THE INDIAN MERIDIAN
CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA



Warranty Map
Section 17, Township 9N, Range 2W
Add To Title

Revised October 15, 2021
May 10, 2021LEGAL DESCRIPTION - COMMERCIAL[illegible]

OWNER
UNITED PENTECOSTAL CHURCH OF NORMAN INCORPORATED
3221 N Porter Avenue
Norman, Oklahoma 73071

ENGINEER
FDG ENGINEERING, LLC
Chad Parks, P.E.
P.O. Box 81
Crownville, LA 71230
Phone: 318-535-8110

SURVEYOR
MACRA LAND SURVEYING, PLLC
Ken Macra, PE, PLS
4716 Stonegate Drive
Norman, Oklahoma 73072
Phone: 405-873-7594

| | | |
|-------------------|-------------|---------------|
| TOTAL SITE AREA | 4.580 acres | 274,719.09 sf |
| EXISTING BUILDING | 0.205 acres | 11,605.14 sf |
| CONCRETE PAVEMENT | 0.118 acres | 6,722.14 sf |
| HMAC PAVEMENT | 0.058 acres | 3,364.82 sf |
| UNIMPROVED AREAS | 3.997 acres | 234,618.99 sf |

| | | |
|--------------------|-------------|------------|
| TOTAL SITE AREA | 4.990 acres | 218,729 sf |
| EXISTING BUILDING | 0.208 acres | 91,885 sf |
| PROPOSED BUILDINGS | 0.049 acres | 21,437 sf |
| CONCRETE PAVEMENT | 0.114 acres | 5,127 sf |
| HMAC PAVEMENT | 0.856 acres | 385,562 sf |
| UNIMPROVED AREAS | 3.948 acres | 172,516 sf |

| EXISTING/PROPOSED IMPERVIOUS TABLE CHART | |
|--|----|
| REGULAR PARKING SPACES | 27 |
| VAN ACCESSIBLE SPACES | 3 |

NOTES

10. Construction shall be in accordance with the City Standards and Specifications.
 11. Existing underground utilities have been shown in the order known. The contractor shall be
 responsible for the proper agent and the responsibility of the contractor prior to any excavation.

LEGEND

- | | | | |
|-----|---------------------------|-----|-------------------------------|
| ● | SET 1/2" TRN RM WITH | --- | PROPOSED SANITARY SEWER LINE |
| ▲ | CAP "MAGNAC GAS 3" | --- | PROPOSED STORM SEWER LINE |
| ▲ | SET 1/2" HD PLG WITH | --- | PROPOSED WATER LINE |
| ▲ | SET "MAGNAC GAS 4 1/2" | --- | FRANCE |
| ▲ | SET COTTON SURELINE WITH | --- | CLIFFS AND GUTTER |
| ▲ | SHOWER "MAGNAC GAS 4 1/2" | --- | SECTION LINE |
| ● | FOUND 1/2" HD PLG WITH | --- | QUARTER SECTION LINE |
| ● | FOUNDATION | --- | BOUNDARY LINE |
| ◇ | FOUND PLS MONUMENT | --- | LOT LINE |
| ◇ | SANITARY SEWER MANHOLE | --- | EASEMENT LINE |
| ◇ | GROUND TRANSFORMER | --- | USE = UTILITY EASEMENT |
| TRN | POWER POLE | --- | USE = SHARED EASEMENT |
| ○ | DOWN GULF | --- | USE = PRIVATE CHARGE EASEMENT |
| ○ | R/R HYDRANT | --- | GS = GREENSPACE |
| ○ | R/R HYDRANT | --- | BL = BUILDING UNIT LINE |
| ○ | ELECTRIC UNDERGROUND LINE | --- | UNL = LIMITS OF NO ACCESS |
| ○ | ELECTRIC UNDERGROUND LINE | --- | ROW = RIGHT OF WAY |
| ○ | ELECTRIC UNDERGROUND LINE | --- | |
| ○ | ELECTRIC UNDERGROUND LINE | --- | |

GBC 21-22

| | |
|----------------------|---|
| APPLICANT | United Pentecostal Church of Norman |
| LOCATION | 3221 N. Porter Ave. |
| PROPOSAL | Preliminary Plat – Apostolic Worship Center |
| NORMAN 2025 LAND USE | Current: Institutional |
| LAND USE | Current: Church |

Greenbelt Commission Final Comments - GBC 21-22

Greenbelt forwards this item with no additional comments.



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: September 28, 2021

CONDUCTED BY: Jami L. Short, P.E.
City Traffic Engineer

PROJECT NAME: Apostolic Worship Center Preliminary Plat

PROJECT TYPE: Institutional

Owner: United Pentecostal Church of Norman, Inc.
Developer's Engineer: PDG Engineering, LLC
Traffic Engineer: N/A

SURROUNDING ENVIRONMENT (Streets, Developments)

The areas surrounding this site include residential surrounding the existing Apostolic Worship Center with some commercial further north. Porter Avenue connects to Tecumseh Road to the north and to Rock Creek Road to the south.

ALLOWABLE ACCESS:

The access will be in accordance with Section 4018 of the City's Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

Porter Avenue: 4 lanes (existing and future). Speed Limit—40 mph. No sight distance problems. No median.

ACCESS MANAGEMENT CODE COMPLIANCE: YES ☒ NO ☐

Proposed access for the development will comply with what is allowed in the subdivision regulations.

TRIP GENERATION

There will be no additional trips generated with this addition to the existing Apostolic Worship Center.

| | Total | In | Out |
|----------------|-------|----|-----|
| Weekday | 0 | 0 | 0 |
| A.M. Peak Hour | 0 | 0 | 0 |
| P.M. Peak Hour | 0 | 0 | 0 |

TRANSPORTATION IMPACT STUDY REQUIRED? YES ☐ NO ☒

The developer was not required to submit any traffic impact documentation for this application. The addition will be on the existing Apostolic Worship Center parcel located approximately 1,580 feet south of the intersection of Porter Avenue and Tecumseh Road on the east side of Porter Avenue.

RECOMMENDATION: APPROVAL ☒ DENIAL ☐ N/A ☐ **STIPULATIONS** ☐

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed addition to the existing worship center will utilize existing access to Porter Avenue. This will connect motorists to Tecumseh Road to the north and Rock Creek Road to the south. Capacity exceeds demand in this area. As such, no off-site improvements are anticipated.

Applicant: United Pentecostal Church

Project Location: 3221 N. Porter Ave.

Case Number: PD21-31

Time: 6:30 p.m.

Applicant/Representative

The applicant did not attend.

Attendees

No neighbors attended.

City Staff

Lora Hoggatt, Planning Services Manager
Beth Muckala, Assistant City Attorney
Heather Poole, Assistant City Attorney
Ken Danner, Subdivision Development Manager

Application Summary

The applicant is requesting a preliminary plat to allow for an addition to the existing church.

Neighbor's Comments/Concerns/Responses

No neighbors attended this meeting.

Planning Commission Agenda
November 18, 2021

PRELIMINARY PLAT

PP-2122-3

ITEM NO. 2

STAFF REPORT

ITEM: Consideration of a **PRELIMINARY PLAT FOR APOSTOLIC WORSHIP CENTER.**

LOCATION: Generally located 1300' south of Tecumseh Road on the east side of Porter Avenue (3221 North Porter).

INFORMATION:

1. Owner. United Pentecostal Church of Norman.
2. Developer. United Pentecostal Church of Norman.
3. Engineer. Chad Parks.
4. Surveyor. MacBax Land Surveying

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1312 annexing this property into the Norman Corporate City limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in the A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in the A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Hydrants. Fire hydrants are existing.
2. Sanitary Sewers. Sanitary sewer main is existing.

IMPROVEMENT PROGRAM (CONT'D):

3. Sidewalks. Sidewalk adjacent to Porter Avenue is existing.
4. Storm Sewers. Storm water runoff will be conveyed through a low impact system including the use of rain barrels.
5. Streets. Porter Avenue street paving is existing.
6. Water Mains. A 12" water main is existing.

PUBLIC DEDICATIONS:

1. Easements. All required easements will be dedicated to the City on the final plat.
2. Right-of-Way. Street right-of-way is existing.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat and site plan are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: This property consists of 4.98 acres and one lot. The existing church is proposing an additional building expansion. There are existing drive approaches serving the church. Staff recommends approval of the preliminary plat for Apostolic Worship Center.

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Apostolic Worship Center to City Council.

ACTION TAKEN: _____

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

NOVEMBER 18, 2021

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

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

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

MEMBERS ABSENT

Nouman Jan
Lark Zink
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Todd McLellan, Development Engineer
Beth Muckala, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

CONSENT DOCKET

Item No. 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE OCTOBER 14, 2021 REGULAR PLANNING COMMISSION MEETING.

Item No. 2, being:

PP-2122-3 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT SUBMITTED BY UNITED PENTECOSTAL CHURCH OF NORMAN (MACBAX LAND SURVEYING, PLLC) FOR APOSTOLIC WORSHIP CENTER FOR 4.98 ACRES OF PROPERTY LOCATED AT 3221 N. PORTER AVENUE.

Item No. 3, being:

SFP-2122-4 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SFP-2122-4, A SHORT FORM PLAT SUBMITTED BY 410 24TH AVENUE PROPERTIES, L.L.C. (GOLDEN LAND SURVEYING) FOR POWELL ADDITION FOR 0.5588 ACRES OF PROPERTY GENERALLY LOCATED ON THE WEST SIDE OF 24TH AVENUE S.W. APPROXIMATELY 1/3 MILE SOUTH OF W. MAIN STREET.

Item No. 4, being:

COS-2122-6 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-6 SUBMITTED BY BRENT AND KATIE DAVIS (WALLACE DESIGN COLLECTIVE) FOR FOUR D ACRES, WITH A VARIANCE TO THE 10 ACRE MINIMUM SIZE REQUIREMENT, FOR APPROXIMATELY 9.86 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF E. ROBINSON STREET APPROXIMATELY 1/2 MILE EAST OF 48TH AVENUE N.E.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. Commissioner Jablonski asked to remove Item 3, the Short Form Plat for POWELL ADDITION. She asked if any member of the public wished to remove any item. There being none, she asked for a motion.

Sandy Bahan moved to amend the Consent Docket by removing Item 3, SFP-2122-4 for POWELL ADDITION, and approve the amended Consent Docket as presented. Michael Jablonski seconded the motion.

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

| | |
|----------------|---|
| YEAS | Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Sandy Bahan, Michael Jablonski |
| NAYES | None |
| MEMBERS ABSENT | Nouman Jan, Lark Zink, Dave Boeck |

The motion, to adopt the Consent Docket as amended, passed by a vote of 6-0.

CONSENT DOCKET

Item No. 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE OCTOBER 14, 2021 REGULAR PLANNING COMMISSION MEETING.

The minutes of the October 14, 2021 Regular Planning Commission meeting were adopted as presented on the Consent Docket by a vote of 6-0.

*

Item No. 2, being:

PP-2122-3 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT SUBMITTED BY UNITED PENTECOSTAL CHURCH OF NORMAN (MACBAX LAND SURVEYING, PLLC) FOR APOSTOLIC WORSHIP CENTER FOR 4.98 ACRES OF PROPERTY LOCATED AT 3221 N. PORTER AVENUE.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Plan
6. Pre-Development Summary
7. Greenbelt Commission Action

This item was approved on the Consent Docket by a vote of 6-0.

*

Item No. 4, being:

COS-2122-6 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-6 SUBMITTED BY BRENT AND KATIE DAVIS (WALLACE DESIGN COLLECTIVE) FOR FOUR D ACRES, WITH A VARIANCE TO THE 10 ACRE MINIMUM SIZE REQUIREMENT, FOR APPROXIMATELY 9.86 ACRES OF PROPERTY GENERALLY LOCATED ON THE NORTH SIDE OF E. ROBINSON STREET APPROXIMATELY ½ MILE EAST OF 48TH AVENUE N.E.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Certificate of Survey
3. Staff Report
4. Variance Request
5. Plot Plan
6. Greenbelt Commission Action

This item was approved on the Consent Docket by a vote of 6-0.

*

File Attachments for Item:

37. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR ALPINE MOTORSPORTS. (GENERALLY LOCATED ONE-HALF MILE WEST OF PORTER AVENUE ON THE SOUTH SIDE OF WEST TECUMSEH ROAD-510 WEST TECUMSEH ROAD).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR ALPINE MOTORSPORTS. (GENERALLY LOCATED ONE-HALF MILE WEST OF PORTER AVENUE ON THE SOUTH SIDE OF WEST TECUMSEH ROAD-510 WEST TECUMSEH ROAD).

BACKGROUND:

This item is a preliminary plat of Alpine Motorsports and generally located one-half mile west of Porter Avenue on the south side of West Tecumseh Road (510 West Tecumseh Road). The owner is proposing an automotive repair facility on a one acre lot.

Planning Commission, at its meeting of December 9, 2021, recommended to City Council the approval of the preliminary plat for Alpine Motorsports.

DISCUSSION:

The proposed 4,980 square foot motorsport facility in this Preliminary Plat (PP) is expected to generate approximately 194 trips per day, 11 AM peak hour trips, and 24 PM peak hour trips. Obviously being below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact memorandum documenting the trip generation information for this addition. The development is proposed for location on the south side of Tecumseh Road approximately 2,200 feet west of Porter Avenue.

| STREET | NO. OF LANES | BACK-GROUND TRAFFIC (Veh/day) | PROJECTED TRAFFIC (Veh/day) | TOTAL PROJECTED TRAFFIC (Veh/day) | ROADWAY CAPACITY L.O.S. "E" | % CAPACITY USED (BACKGROUND) | % CAPACITY USE (PROJECTED) |
|---------------|--------------|-------------------------------|-----------------------------|-----------------------------------|-----------------------------|------------------------------|----------------------------|
| Tecumseh Road | 4 | 13,793 | 194 | 13,987 | 34,200 | 40.33 | 40.90 |

The proposed addition will access Tecumseh Road to the north of the development. Capacity exceeds demand in this area. As such, no off-site improvements are anticipated. Because of the development's size and traffic generation potential, the applicant was required to submit an e-mail outlining the number of trips to be generated on an average weekday as well as during the traditional AM and PM peak hours.

PUBLIC IMPROVEMENTS:

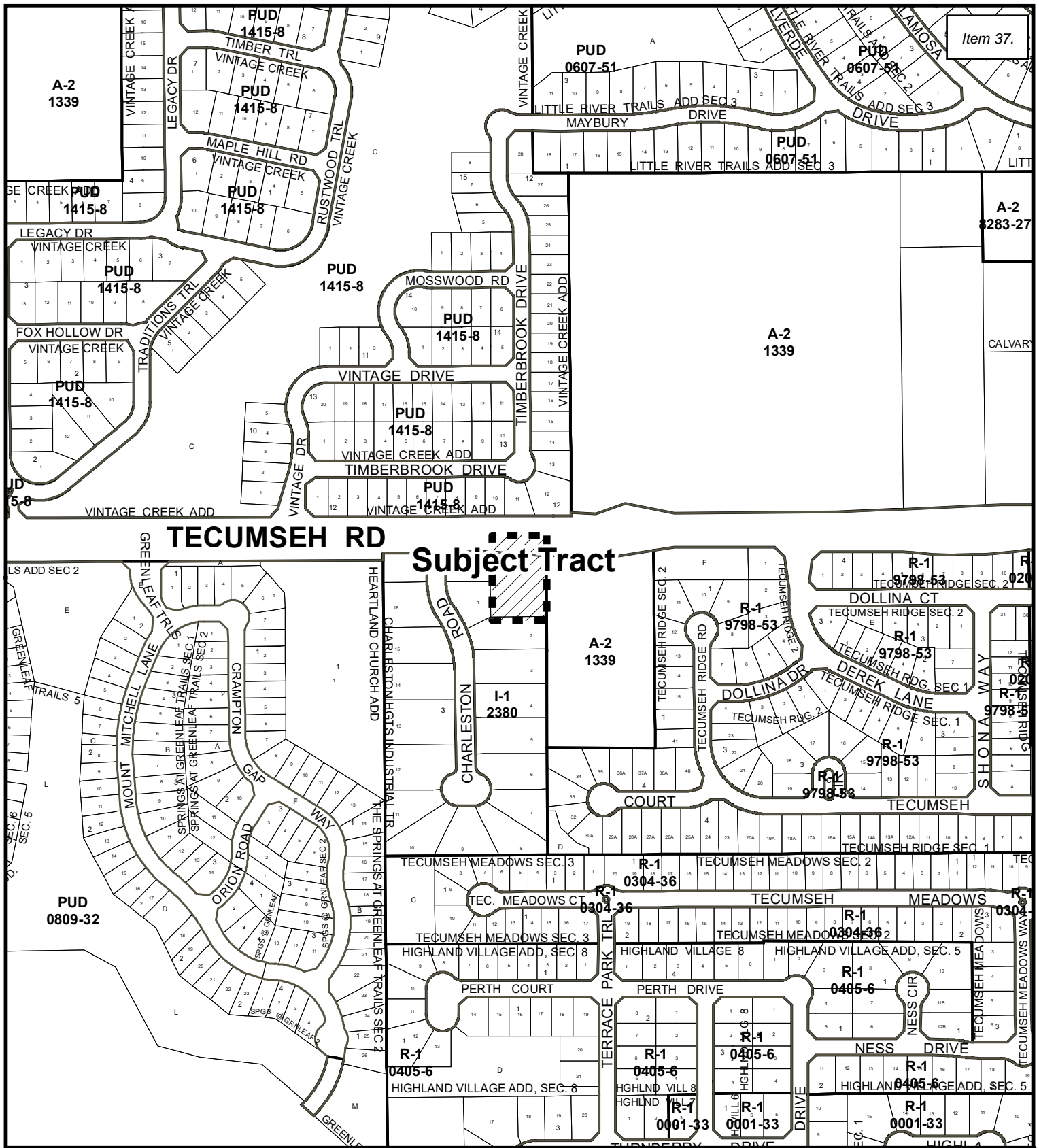
1. **Fire Hydrant.** A fire hydrant will be installed in accordance with approved plans. Its location has been approved by the Fire Department.
2. **Permanent Markers.** Permanent markers will be installed prior to the final plat being filed of record.
3. **Sanitary Sewer.** This property is not served by a public sanitary sewer system. Oklahoma Department of Environmental Health has approved a private system to serve the lot.
4. **Sidewalk.** There is an existing sidewalk adjacent to West Tecumseh Road.
5. **Storm Sewers.** Drainage and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Privately maintained detention facility will be constructed for the conveyance of storm water.
6. **Street.** Tecumseh Road paving is existing.
7. **Water Main.** Water main is existing.

PUBLIC DEDICATIONS.

1. **Easements.** All required easements will be dedicated to the City on the final plat.
2. **Rights-of-Way.** Tecumseh Road right-of-way is existing.

RECOMMENDATIONS:

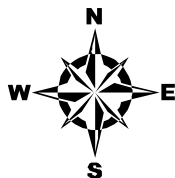
Staff recommends approval of the preliminary plat of Alpine Motorsports.



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.



October 12, 2021

0 200 400 Ft.

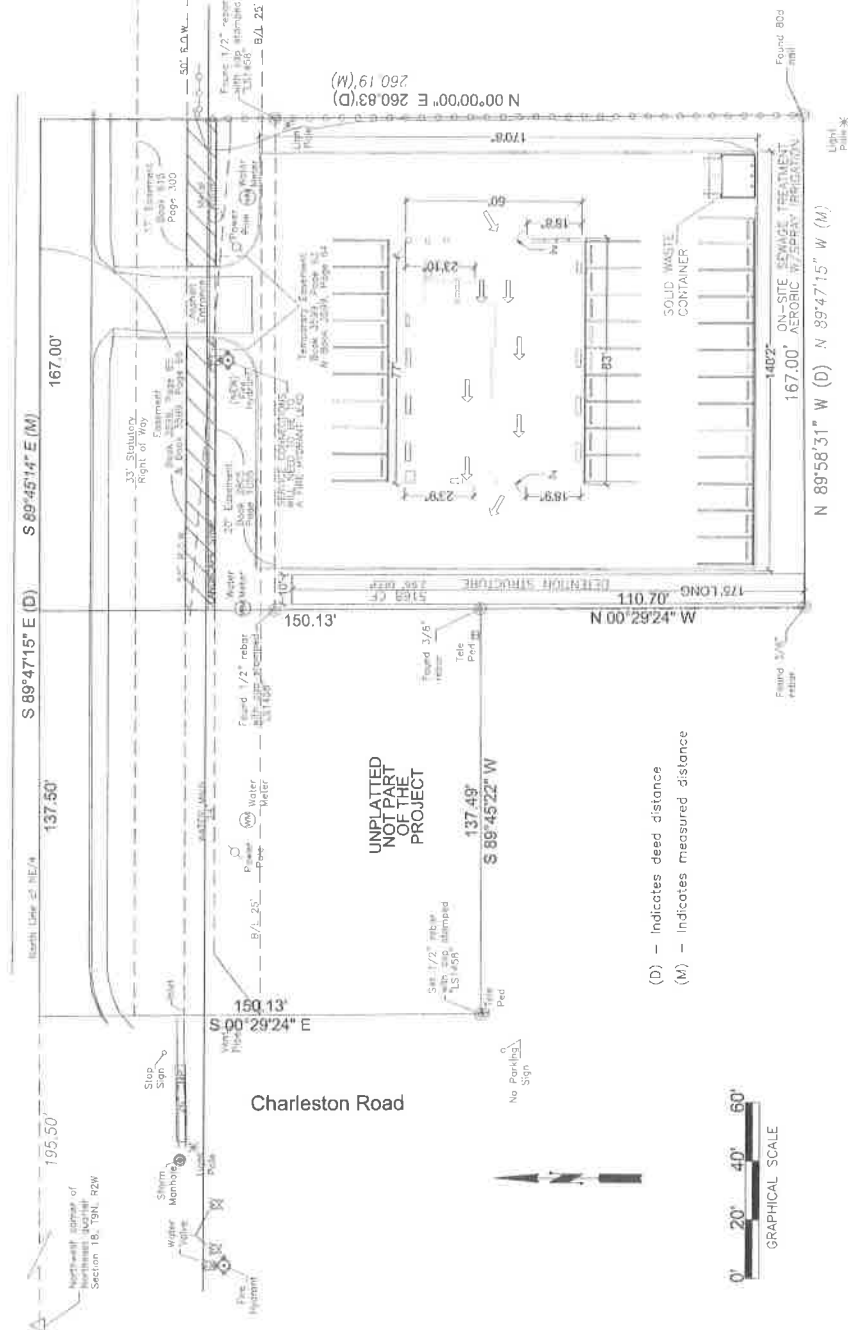
Subject Tract

Zoning

ALPINE MOTORSPORT ADDITION SITE PLAN

NE/4 OF SECTION 18, T9N, R2W, I.M.
LOT: 1 BLOCK: 1
520 WEST TECUMSEH ROAD
NORMAN, CLEVELAND COUNTY, OKLAHOMA

Tecumseh Avenue



(D) - Indicates dead distance
(M) - Indicates measured distance



Part of the North half of the Northeast Quarter of Section 18, Township 9 North, Range 2 West, I.M., Cleveland County, Oklahoma, described as follows:
Beginning at a point 500 feet S89°47'15" E of the Northwest corner of Section 18; Thence South 260.83 feet; Thence N89°47'15" W, a distance of 167 feet to the Point of Beginning.

LEGEND

- WATER METER
- WATER VALVE
- POWER POLE
- TELE PAD
- METAL VAULT
- LIGHT POLE
- FENCE LINE
- TARGET LOCATION
- FIRE HYDRANT

ZONING:
EXISTING ZONING:
I-1

ENGINEER/SURVEYOR:
DANSBY ENGINEERING PLLC
JIM DANDSBY P.E. #11987
GREG P. SKINNER L.S. #1458
OWNER:
MICHAEL ROBERTS

| | |
|---------------------------------------|-----------------|
| DATE: 08/11/2011 | BY: JIM DANDSBY |
| PROJECT: 520 WEST TECUMSEH ROAD, I.M. | SCALE: AS SHOWN |
| DATE: 08/11/2011 | BY: JIM DANDSBY |
| PROJECT: 520 WEST TECUMSEH ROAD, I.M. | SCALE: AS SHOWN |
| DATE: 08/11/2011 | BY: JIM DANDSBY |
| PROJECT: 520 WEST TECUMSEH ROAD, I.M. | SCALE: AS SHOWN |
| DATE: 08/11/2011 | BY: JIM DANDSBY |
| PROJECT: 520 WEST TECUMSEH ROAD, I.M. | SCALE: AS SHOWN |

Item 37.

Planning Commission Agenda
December 9, 2021

PRELIMINARY PLAT
PP-2122-7

ITEM NO. 2

STAFF REPORT

ITEM: Consideration of a Preliminary Plat for **ALPINE MOTORSPORTS ADDITION.**

LOCATION: Generally located one-half mile west of Porter Avenue on the south side of West Tecumseh Road (510 West Tecumseh Road).

INFORMATION:

1. Owner. Michael Roberts.
2. Developer. Michael Roberts.
3. Engineer. J.W. Dansby Engineering.

HISTORY:

1. October 18, 1961. City Council adopted Ordinance No. 1312 annexing this property into the Norman Corporate City limits without zoning.
2. December 19, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. January 23, 1962. City Council adopted Ordinance No. 1339 placing this property in A-2, Rural Agricultural District.
4. March 11, 1971. Planning Commission, on a vote of 7-0, recommended to City Council that this property be placed in the I-1, Light Industrial District and removed from A-2, Rural Agricultural District.
5. March 30, 1971. City Council adopted Ordinance No. 2380 placing this property in the I-1, Light Industrial District and removing it from A-2, Rural Agricultural District.
6. July 8, 1971. Planning Commission, on a vote of 8-0, approved the preliminary plat for Charleston Heights Addition.
7. January 9, 1975. Planning Commission, on a vote of 7-0, tabled the revised preliminary plat for Charleston Industrial Tract Addition.

8. February 13, 1975. Planning Commission reviewed the revised preliminary plat for Charleston Heights Industrial Tract and request for alley variance. A motion to approve the requested variance and preliminary plat failed to receive the required 2/3 majority vote, and therefore failed on a vote of 5-3-1.
9. April 10, 1975. Planning Commission, on a vote of 7-1-1, approved the revised preliminary plat for Charleston Heights Industrial Tract Addition.
10. April 10, 1980. The approval of the preliminary plat became invalid.

IMPROVEMENT PROGRAM:

1. Fire Protection. A fire hydrant will be installed in accordance with approved plans. Its location has been approved by the Fire Department.
2. Permanent Markers. Permanent markers will be installed prior to filing of a final plat.
3. Sanitary Sewers. This property is not served by a public sanitary sewer system. Oklahoma Department of Environmental Health has approved a private system to serve the lot.
4. Sidewalks. There is an existing sidewalk adjacent to West Tecumseh Road.
5. Drainage. Drainage and appurtenant drainage structures will be installed in accordance with approved plans and City drainage standards. Privately maintained detention facility will be constructed for the conveyance of storm water.
6. Streets. West Tecumseh Road street paving is existing.
7. Water Mains. There is an existing 24" water main located on the south side of West Tecumseh Road.

PUBLIC DEDICATIONS:

1. Easements. All required easements are dedicated to the City.
2. Rights-of-Way. Street right-of-way for Tecumseh Road is existing.

SUPPLEMENTAL MATERIAL: Copies of a location map, preliminary plat and site plan are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: The owner is proposing an automotive repair facility on a one-acre lot. Staff recommends approval of the preliminary plat for Alpine Motorsports Addition.

P.C. Agenda 12-9-21
Preliminary Plat for Alpine Motorsports Addition
Page 3

ACTION NEEDED: Recommend approval or disapproval of the preliminary plat for Alpine Motorsports Addition to City Council.

ACTION TAKEN: _____



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: November 4, 2021

CONDUCTED BY: Jami L. Short, P.E.
City Traffic Engineer

PROJECT NAME: Alpine Motorsports Addition PP

PROJECT TYPE: Commercial

Owner: Michael Roberts
Developer's Engineer: Dansby Engineering L.L.C.
Developer's Traffic Engineer: Traffic Engineering Consultants, Inc.

SURROUNDING ENVIRONMENT (Streets, Developments)

The areas surrounding this site are generally commercial to the west and low density residential to the north and east. Tecumseh Road connects to Porter Avenue to the east and 12th Avenue NW to the west. This portion of Tecumseh Road is designated as US Highway 77.

ALLOWABLE ACCESS:

The access will be in accordance with Section 4018 of the City's Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

Tecumseh Road: 4 lanes (existing and future). Speed Limit—45 mph. No sight distance problems. No median.

ACCESS MANAGEMENT CODE COMPLIANCE: YES ☒ NO ☐

Proposed access for the development will comply with what is allowed in the subdivision regulations.

TRIP GENERATION

| | Total | In | Out |
|----------------|--------------|-----------|------------|
| Weekday | 194 | 97 | 97 |
| A.M. Peak Hour | 11 | 7 | 4 |
| P.M. Peak Hour | 24 | 12 | 12 |

TRANSPORTATION IMPACT STUDY REQUIRED? YES ☐ NO ☒

Obviously being below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact memorandum documenting the trip generation information for this development. The development is proposed for location on the south side of Tecumseh Road approximately 2,200 feet west of Porter Avenue.

RECOMMENDATION: APPROVAL ☒ DENIAL ☐ N/A ☐ **STIPULATIONS** ☐

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

The proposed addition will access Tecumseh Road to the north of the development. Capacity exceeds demand in this area. As such, no off-site improvements are anticipated.

ALPINE MOTORSPORTS ADDITION PRELIMINARY

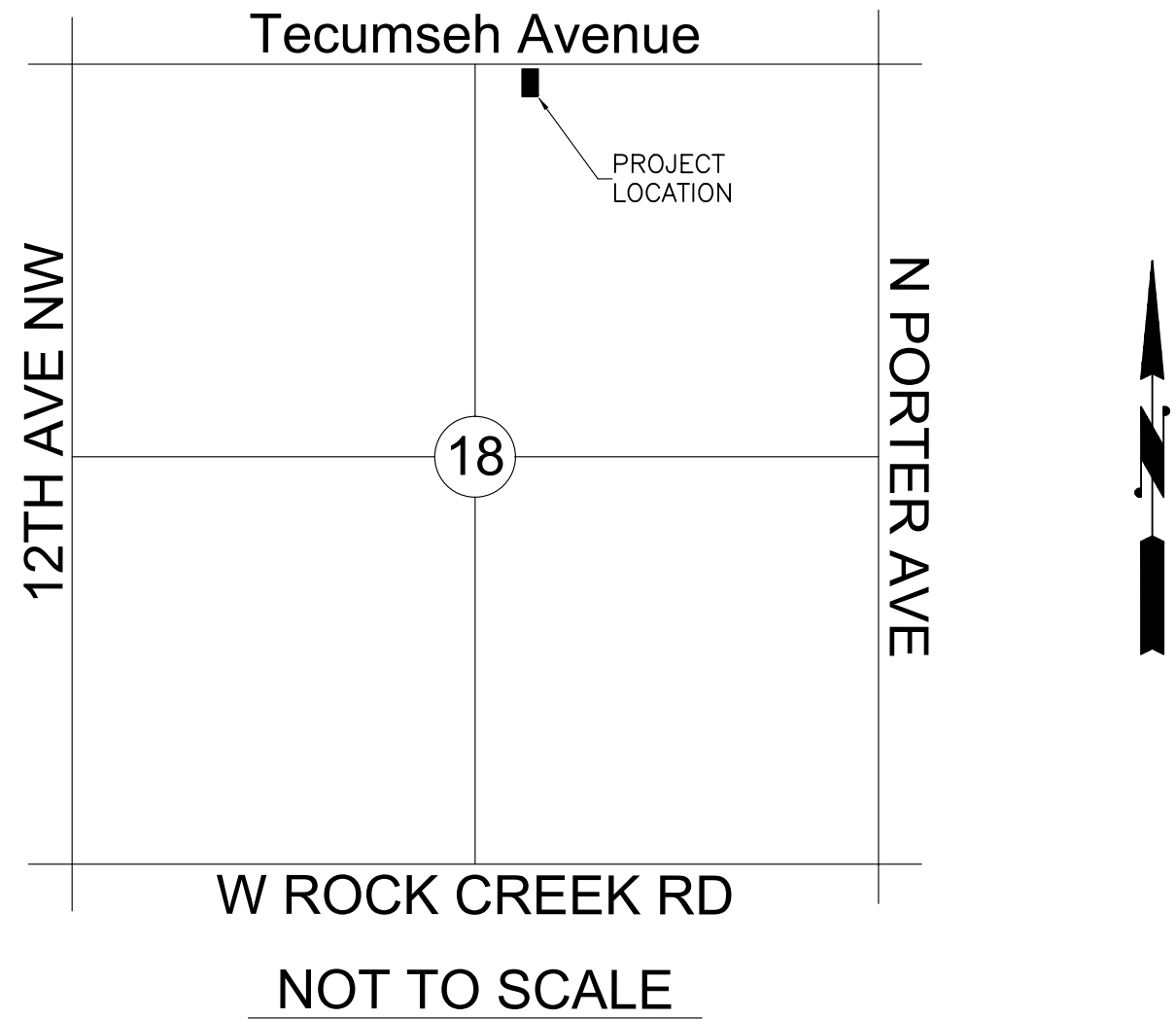
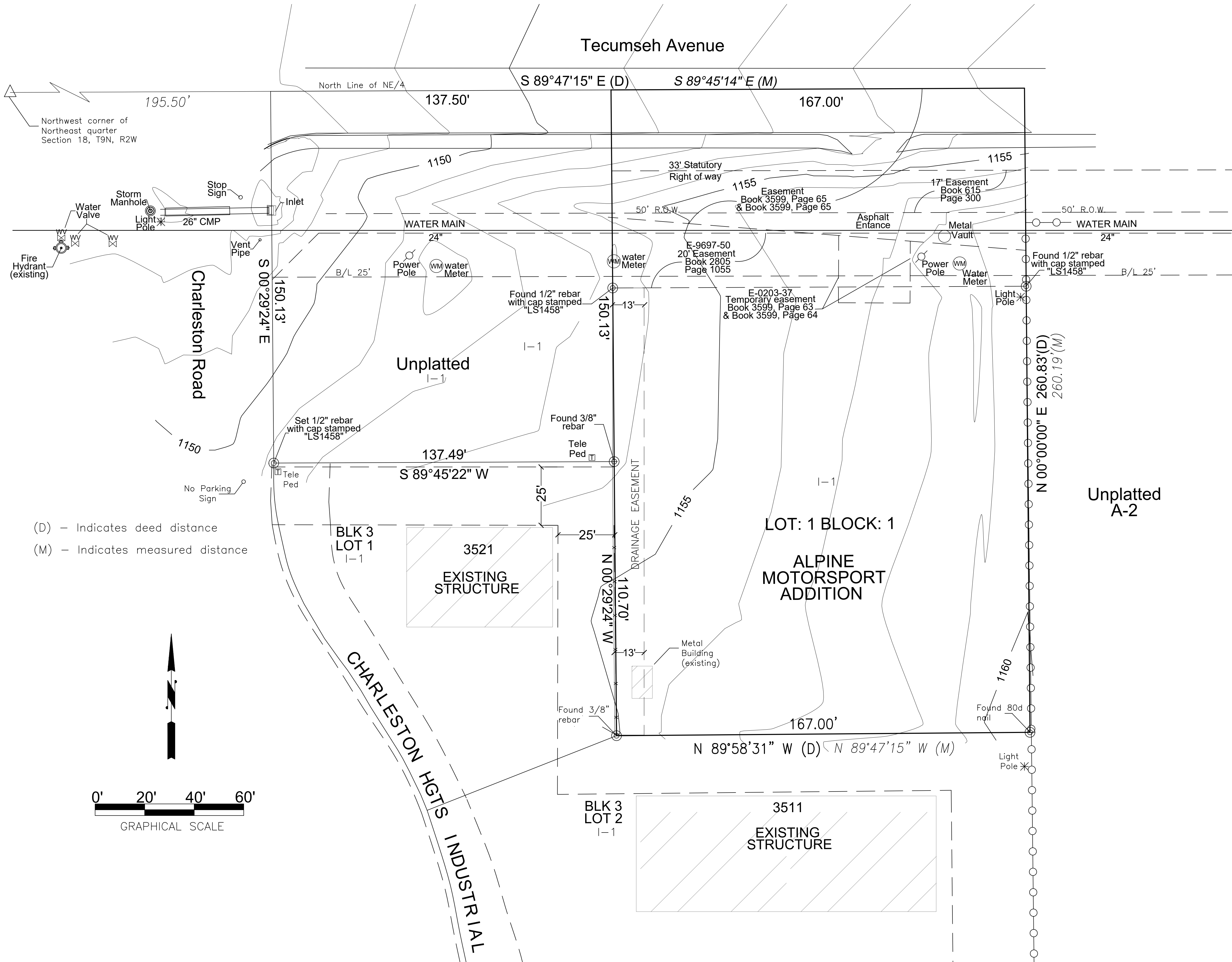
The proposed 4,980 square foot motorsport facility in this Preliminary Plat (PP) is expected to generate approximately 194 trips per day, 11 AM peak hour trips, and 24 PM peak hour trips. Obviously being below the threshold for when a traffic impact study is required (>100 peak hour trips is the threshold), the developer submitted a traffic impact memorandum documenting the trip generation information for this addition. The development is proposed for location on the south side of Tecumseh Road approximately 2,200 feet west of Porter Avenue.

| STREET | NO. OF LANES | BACK-GROUND TRAFFIC (Veh/day) | PROJECTED TRAFFIC (Veh/day) | TOTAL PROJECTED TRAFFIC (Veh/day) | ROADWAY CAPACITY L.O.S. "E" | % CAPACITY USED (BACKGROUND) | % CAPACITY USED (PROJECTED) |
|---------------|--------------|-------------------------------|-----------------------------|-----------------------------------|-----------------------------|------------------------------|-----------------------------|
| Tecumseh Road | 4 | 13,793 | 194 | 13,987 | 34,200 | 40.33 | 40.90 |

The proposed addition will access Tecumseh Road to the north of the development. Capacity exceeds demand in this area. As such, no off-site improvements are anticipated.

ALPINE MOTORSPORT ADDITION PRELIMINARY PLAT

NE/4 OF SECTION 18, T9N, R2W, I.M.
LOT: 1 BLOCK: 1
520 WEST TECUMSEH ROAD
NORMAN, CLEVELAND COUNTY, OKLAHOMA



Part of the North Half of the Northeast Quarter of Section 18, Township 9 North, Range 2 West of the Indian Meridian, Cleveland County, Oklahoma, described as follows:
Beginning at a point 500 feet S89°47'15\"/>

EXCEPTIONS:

- Easement in favor of Oklahoma Gas and Electric Company recorded in Book 152, Page 268.
- Right-of-way Agreement in favor of Oklahoma Natural Gas Company recorded in Book 615, Page 330.
- Grant of Easement in favor of the City of Norman recorded in Book 2805, Page 1055.
- Resolution Declaring Recoupment for Improvements to Tecumseh Road recorded in Book 3372, Page 907.
- Resolution Declaring Recoupment for Improvements to Tecumseh Road recorded in Book 4832, Page 755.
- Temporary Easement in favor of the City of Norman recorded in Book 3599, Page 63.
- Temporary Easement in favor of the City of Norman recorded in Book 3599, Page 64.
- Grant of Easement in favor of the City of Norman recorded in Book 3599, Page 65.
- Grant of Easement in favor of the City of Norman recorded in Book 3599, Page 66.
- Rules and Regulations for the Central Oklahoma Master Conservancy District recorded in Book 1897, Page 303, and in Book 1899, Page 29, and in Book 5873, Page 1469.

STORM DRAINAGE DETENTION FACILITY EASEMENT

DRAINAGE DETENTION FACILITY EASEMENTS ARE HEREBY ESTABLISHED AS SHOWN TO PROVIDE FOR DETENTION OF STORM SURFACE WATER AND CONSTRUCTED AS APPROVED BY THE CITY ENGINEER. ALL MAINTENANCE WITHIN THE DRAINAGE DETENTION FACILITY EASEMENT SHALL BE THE RIGHT, DUTY AND RESPONSIBILITY OF THE PROPERTY OWNER(S) IN THE PLAT OF HAMES ADDITION TO THE CITY OF NORMAN; HOWEVER, IF MAINTENANCE IS NEGLECTED OR SUBJECT TO OTHER UNUSUAL CIRCUMSTANCES AND IS DETERMINED TO BE A HAZARD OR THREAT TO PUBLIC SAFETY BY THE CITY ENGINEER, CORRECTIVE MAINTENANCE MAY BE PERFORMED BY THE GOVERNING JURISDICTION WITH COSTS ASSESSED TO AND BORN UPON SAID PROPERTY OWNER(S). OFFICIALS REPRESENTING THE PUBLIC WORKS DEPARTMENT, SHALL HAVE THE RIGHT TO ENTER UPON THE EASEMENT FOR PURPOSES OF PERIODIC INSPECTION AND/OR CORRECTIVE MAINTENANCE OF THE FACILITY. UPON RECEIVING WRITTEN APPROVAL FROM THE PUBLIC WORKS DEPARTMENT, PROPERTY OWNER(S) MAY CONSTRUCT IMPROVEMENTS WITHIN THE EASEMENT, PROVIDED THE IMPROVEMENT DOES NOT INTERFERE WITH THE FUNCTION OF THE DETENTION FACILITY.

ZONING:

EXISTING ZONING:

I-1

ENGINEER/SURVEYOR:

DANSBY ENGINEERING PLC
JW DANSBY P.E.# 11897
GREG P. SKINNER L.S. #1458

OWNER:

MICHAEL ROBERTS

| | |
|--|--|
| DRAWING TITLE: PRELIMINARY PLAT | CLIENT: MICHAEL ROBERTS |
| DOCUMENT TITLE: 2397 ALPINE MOTORSPORT LLC | LOCATION: 520 W TECUMSEH RD NORMAN, OK 73069 |
| DRAWN BY: LCS | SCALE: 1"=20' |
| CHKD BY: JWD | DATE: 10/04/2021 |
| PROJ. NO: 2397 | DWG NO: 1 OF 1 |
| CAD TITLE: | |
| REVISED: | REVISED: 10/29/2021 |

Applicant: Michael Roberts

Project Location: 520 W. Tecumseh Rd.

Case Number: PD21-33

Time: 5:30 p.m.

Applicant/Representative

J.W. Dansby
Michael Roberts

Attendees

Joe Christian
Judy Christian
David Nichols
Brenda Nichols
Garrett Griggs

City Staff

Lora Hoggatt, Planning Services Manager
Heather Poole, Assistant City Attorney
Ken Danner, Subdivision Development Manager

Application Summary

The applicant is requesting to preliminary plat the subject property for an automobile service and repair shop, Alpine Motorsports.

Neighbor's Comments/Concerns/Responses

A neighbor asked where cars will be parked while not in the shop. The applicant showed the parking will be mostly behind the building. Neighbors were concerned about lighting. The applicant anticipates one pole light and security lighting. City staff explained full cut-off lighting is required with building permits. Neighbors asked about noise levels. The applicant explained it will not be louder than other parking lots. The repair staff does not use air tools, only battery pack tools. Neighbors asked about hours of operation. The applicant will have Monday-Friday 8am-5pm hours. The applicant explained the building will not be up against the street but set back and will have access off Tecumseh.

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

DECEMBER 9, 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 9th day of December, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Erin Williford (arrived at 6:32 p.m.)
Kevan Parker
Steven McDaniel
Erica Bird
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Anais Starr, Planner II
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Kathryn Walker, City Attorney
Heather Poole, Asst. City Attorney
Jeanne Snider, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

CONSENT DOCKET

Item No. 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE NOVEMBER 18, 2021 REGULAR PLANNING COMMISSION MEETING.

Item No. 2, being:

PP-2122-7 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT SUBMITTED BY MICHAEL ROBERTS (ELYSIUM) (J.W. DANSBY) FOR ALPINE MOTORSPORTS ADDITION FOR 1.0 ACRES OF PROPERTY LOCATED AT 520 W. TECUMSEH ROAD.

Item No. 3, being:

PP-2122-8 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-8, A PRELIMINARY PLAT SUBMITTED BY BYREN AND KATHERINE TRENT (CIMARRON) FOR TRENT ESTATES FOR 25.33 ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 96TH AVENUE N.E. APPROXIMATELY 1 MILE NORTH OF EAST ROBINSON STREET.

Item No. 4, being:

COS-2122-7 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-7 SUBMITTED BY JOSEPH FUGATE (POLLARD & WHITED SURVEYING, INC.) FOR DENVER ESTATES FOR 39.985 ACRES OF PROPERTY GENERALLY LOCATED EAST OF 108TH AVENUE S.E. AND APPROXIMATELY ¼ MILE NORTH OF LINDSEY STREET, WITH A VARIANCE TO THE MINIMUM ACREAGE REQUIREMENT AND A VARIANCE IN THE PRIVATE ROAD WIDTH TO 12'.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, she asked if any member of the public wished to remove any item. There being none, she asked for a motion.

Dave Boeck moved approve the Consent Docket as presented. Sandy Bahan seconded the motion.

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

| | |
|----------------|---|
| YEAS | Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck, Sandy Bahan, Michael Jablonski |
| NAYES | None |
| MEMBERS ABSENT | Lark Zink |

The motion, to adopt the Consent Docket as amended, passed by a vote of 7-0.

* * *

CONSENT DOCKET

Item No. 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE NOVEMBER 18, 2021 REGULAR PLANNING COMMISSION MEETING.

The minutes of the November 18, 2021 Regular Planning Commission meeting were adopted as presented on the Consent Docket by a vote of 7-0.

*

Item No. 2, being:

PP-2122-7 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT SUBMITTED BY MICHAEL ROBERTS (ELYSIUM) (J.W. DANSBY) FOR ALPINE MOTORSPORTS ADDITION FOR 1.0 ACRE OF PROPERTY LOCATED AT 520 W. TECUMSEH ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Plan
6. Pre-Development Summary

This item was approved on the Consent Docket by a vote of 7-0.

*

Item No. 3, being:

PP-2122-8 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-8, A PRELIMINARY PLAT SUBMITTED BY BYREN AND KATHERINE TRENT (CIMARRON) FOR TRENT ESTATES FOR 25.33 ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 96TH AVENUE N.E. APPROXIMATELY 1 MILE NORTH OF EAST ROBINSON STREET.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Pre-Development Summary
5. Greenbelt Commission Action

This item was approved on the Consent Docket by a vote of 7-0.

*

File Attachments for Item:

38. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR TRENT ESTATES. (LOCATED AT THE SOUTHEAST CORNER OF 96TH AVENUE N.E. AND ROCK CREEK ROAD [A CLOSED STREET]).



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: Ken Danner, Subdivision Development Manager

PRESENTER: Shawn O'Leary, Director of Public Works

TITLE: CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT PP-2122-8 FOR TRENT ESTATES. (LOCATED AT THE SOUTHEAST CORNER OF 96TH AVENUE N.E. AND ROCK CREEK ROAD [A CLOSED STREET]).

BACKGROUND:

This item is a preliminary plat for Trent Estates and is located at the southeast corner of 96th Avenue N.E. and Rock Creek Road (a closed street).

City Council, at its meeting of May 24, 1966, adopted Ordinance No. 1896 placing this property in the RE, Rural Residential District and removed from A-2, Rural Agricultural District. Planning Commission, on December 9, 2021, recommended to City Council the approval of the preliminary plat for Trent Estates.

DISCUSSION: There is an existing residential structure on Lot 1 that will remain. The owners intend to sell Lot 2 that would access either from Cochise Road or Aztec Drive that will be known as development plans for the house are developed. As such, a maximum of ten (10) new trips will be generated by the addition. Clearly, the trip generation potential for this development is well below the threshold for when a traffic impact study is required. Traffic capacities on nearby arterial roadways exceed the demand for existing and proposed trips as a result of this development. No negative traffic impacts are anticipated.

| STREET | NO. OF LANES | BACK-GROUND TRAFFIC (Veh/day) | PROJECTED TRAFFIC (Veh/day) | TOTAL PROJECTED TRAFFIC (Veh/day) | ROADWAY CAPACITY L.O.S. "E" | % CAPACITY USED (BACKGROUND) | % CAPACITY USE (PROJECTED) |
|----------------|--------------|-------------------------------|-----------------------------|-----------------------------------|-----------------------------|------------------------------|----------------------------|
| 96th Avenue NE | 2 | 350* | 10 | 360 | 17,100 | 2.05 | 2.11 |

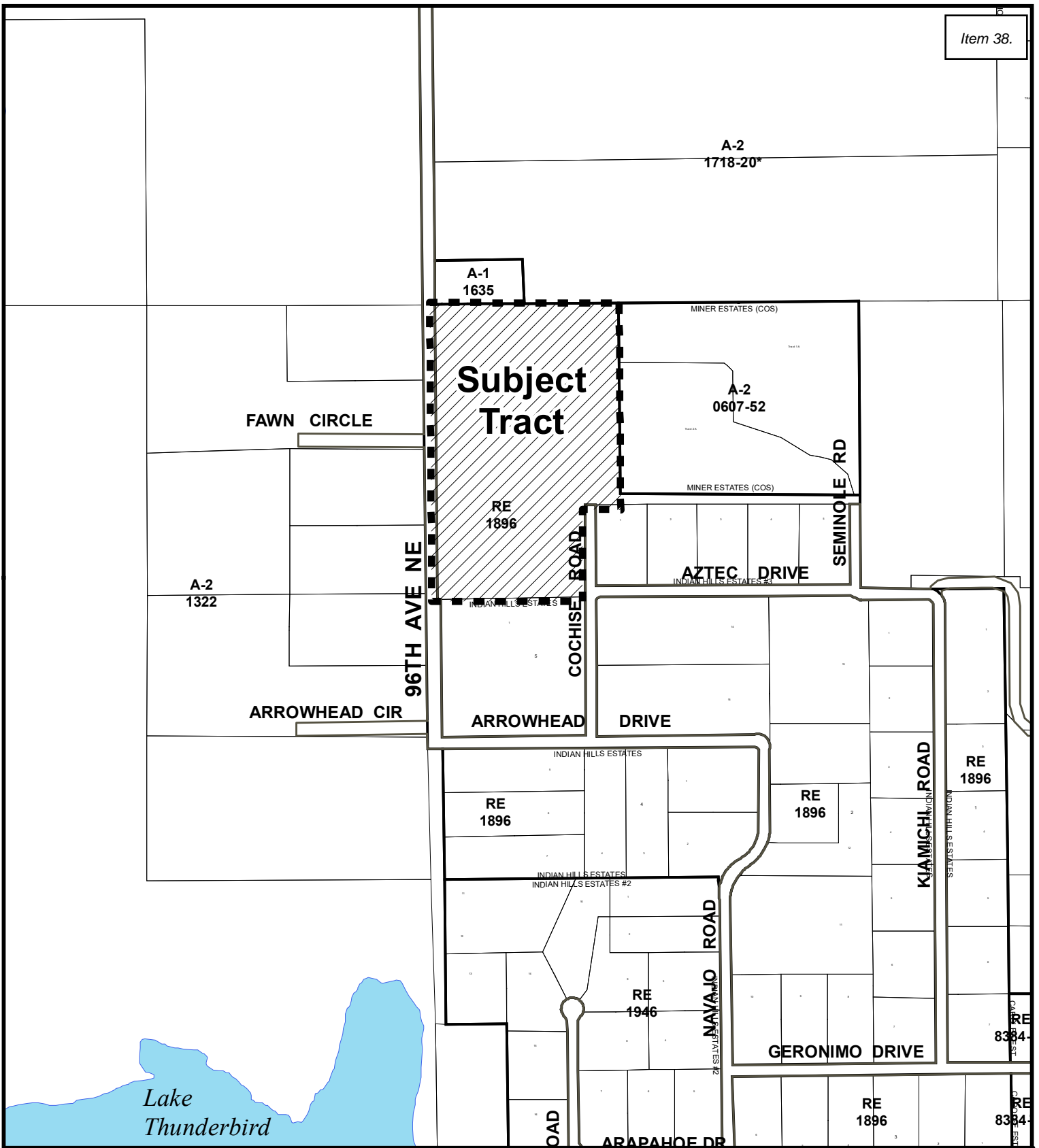
* Estimated

All of the roadways in proximity to this Addition are designated as Rural Collectors or lower classification in the CTP (Comprehensive Transportation Plan).

PLATTING INFORMATION:

1. Fire Protection. The Norman Fire Department will provide fire protection.
2. Sanitary Sewer. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system on Tract 1.
3. Streets. Ninety-sixth Avenue N.E. is classified as a rural collector street. Additional easement is not required. Rock Creek Road paving does not exist and is declared as a closed road/section.
4. Water. Tract 1 has an existing private water system. Private water system for Tract 2 will require City and Oklahoma Department of Environmental Quality approvals.
5. Acreage. This property consists of 25.72 acres. Tract 1 consists of 12.86 acres and Tract 2 consists of 12.86 acres.
6. WQPZ. Water Quality Protection Zone (WQPZ) is located within Tracts 1 and 2. The owners will be required to protect these areas. There is sufficient area for each tract to allow proposed structures and private sanitary sewer systems without encroaching into the WQPZ. Covenants will be required with final platting.
7. Flood Plain. Tract 2 contains Flood Plain.
8. Flowage Easement. Tracts 1 and 2 contains a Flowage Easement controlled by the Bureau of Reclamation. These areas are "no build" for residential use.
9. Covenants. Covenants addressing the WQPZ will be submitted with a final plat.

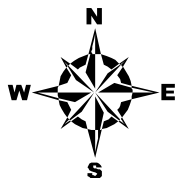
RECOMMENDATION: Based upon the above information, Staff recommends approval of the preliminary plat for Trent Estates.



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.



November 4, 2021

0 300 600 Ft.

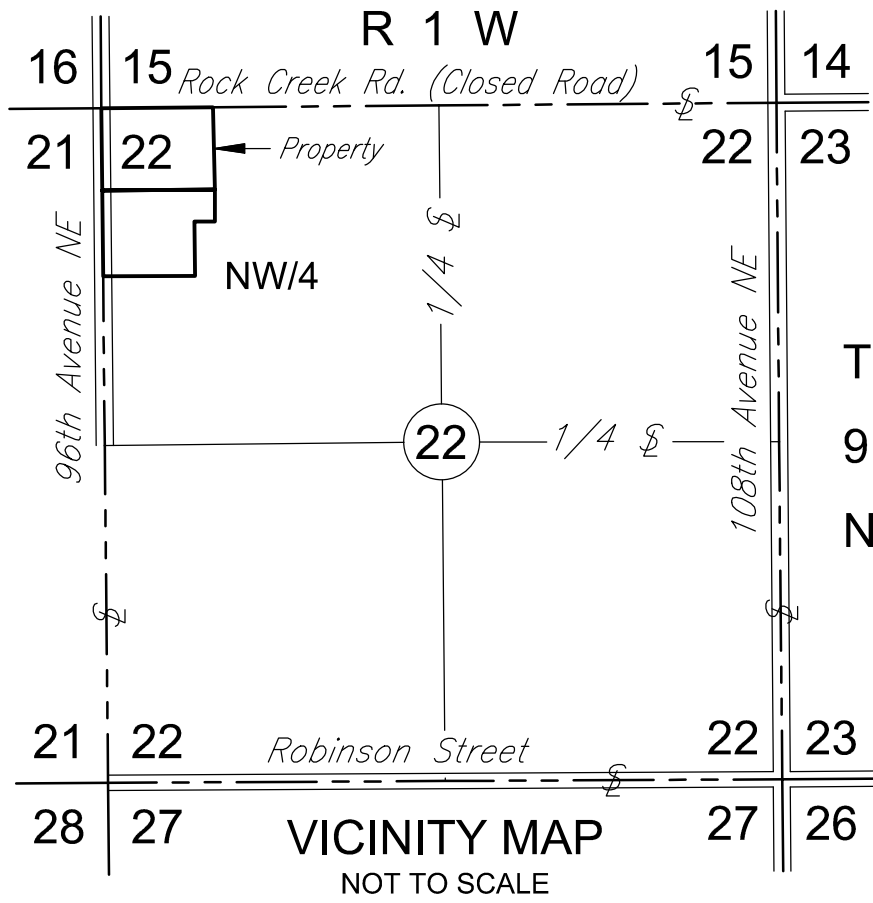


Subject Tract



Zoning

PRELIMINARY PLAT OF
TRENT ESTATES
An Addition to the City of Norman, Cleveland County, Oklahoma

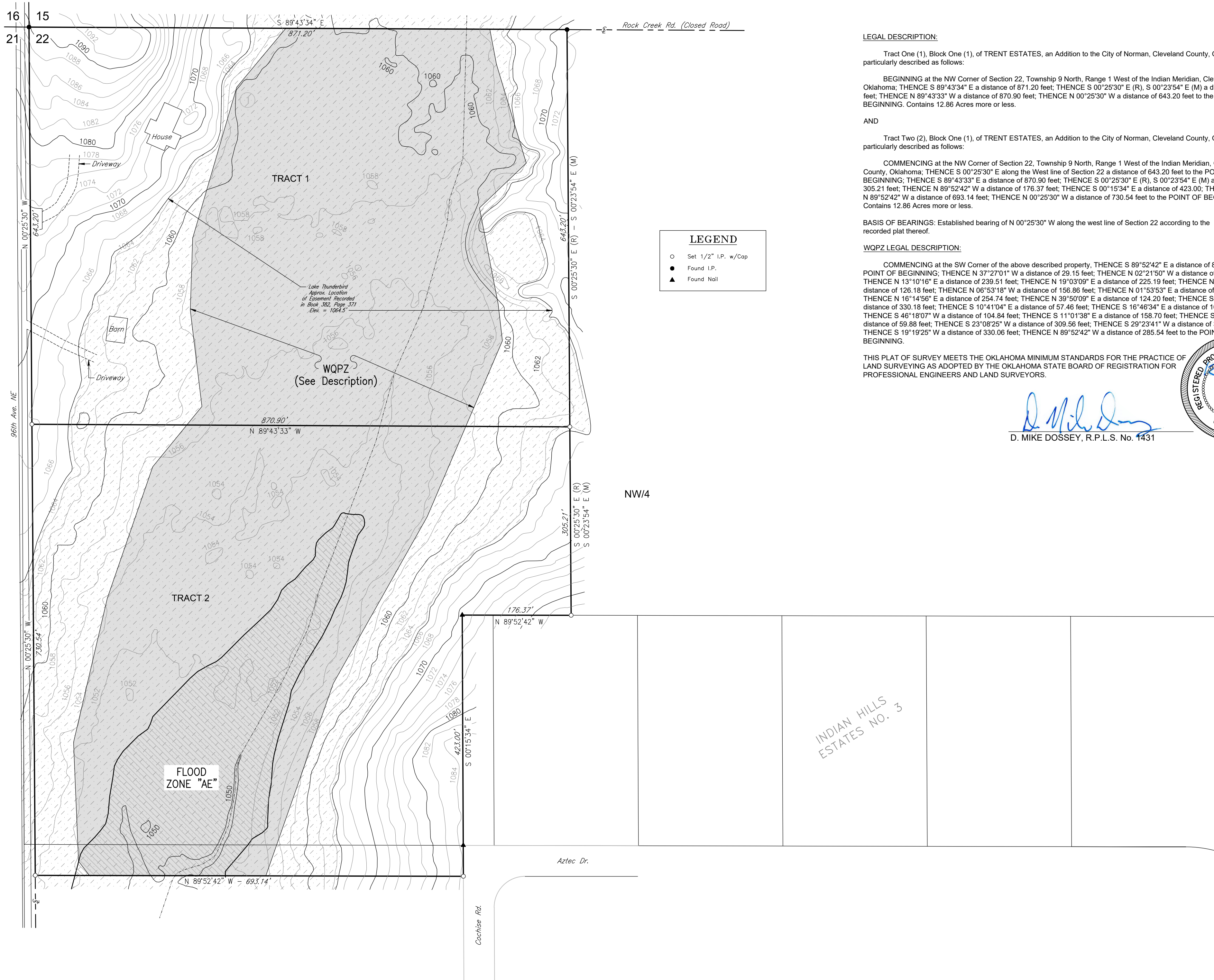


FLOOD ZONE DESIGNATION

SUBJECT PROPERTY IS PARTIALLY LOCATED IN
FLOOD ZONE "AE", ACCORDING TO FIRM MAP
#40027C0310, DATED 09/26/08

Notes:

- A United States flowage easement lies on a portion of this parcel. This flowage easement was recorded on December 7, 1962 at Book 382, Page 371 of the Deed Records of Cleveland County, Oklahoma. The flowage easement prohibits certain activities below elevation 1064.5 feet including construction of buildings used for human occupancy as well as other structures which would interfere with the operation of the Project for its primary purposes, and also prohibits artificial changes in topography except for terracing and soil conservation measures.
- (WQPZ) - Indicates the Water Quality Protection Zone. There shall be no clearing, grading, construction or disturbance of vegetation in this area except as permitted by the Director of Public Works, unless such disturbance is done in accordance with 19-514E of the Norman City Code. The WQPZ is subject to protective covenants that may be found in the Land Records and that may restrict disturbance and use of these areas.



LEGAL DESCRIPTION:

Tract One (1), Block One (1), of TRENT ESTATES, an Addition to the City of Norman, Cleveland County, Oklahoma more particularly described as follows:

BEGINNING at the NW Corner of Section 22, Township 9 North, Range 1 West of the Indian Meridian, Cleveland County, Oklahoma; THENCE S 89°43'34" E a distance of 871.20 feet; THENCE S 00°25'30" E (R), S 00°23'54" E (M) a distance of 643.20 feet; THENCE N 89°43'33" W a distance of 870.90 feet; THENCE N 00°25'30" W a distance of 643.20 feet to the POINT OF BEGINNING. Contains 12.86 Acres more or less.

AND

Tract Two (2), Block One (1), of TRENT ESTATES, an Addition to the City of Norman, Cleveland County, Oklahoma more particularly described as follows:

COMMENCING at the NW Corner of Section 22, Township 9 North, Range 1 West of the Indian Meridian, Cleveland County, Oklahoma; THENCE S 00°25'30" E along the West line of Section 22 a distance of 643.20 feet to the POINT OF BEGINNING; THENCE S 89°43'33" E a distance of 870.90 feet; THENCE S 00°25'30" E (R), S 00°23'54" E (M) a distance of 305.21 feet; THENCE N 89°52'42" W a distance of 176.37 feet; THENCE S 00°15'34" E a distance of 423.00; THENCE N 89°52'42" W a distance of 693.14 feet; THENCE N 00°25'30" W a distance of 730.54 feet to the POINT OF BEGINNING. Contains 12.86 Acres more or less.

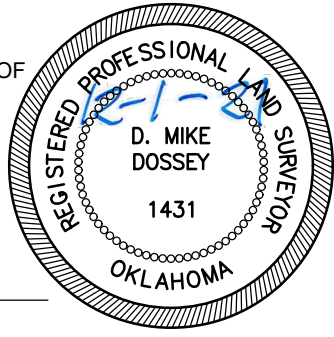
BASIS OF BEARINGS: Established bearing of N 00°25'30" W along the west line of Section 22 according to the recorded plat thereof.

WQPZ LEGAL DESCRIPTION:

COMMENCING at the SW Corner of the above described property, THENCE S 89°52'42" E a distance of 87.88 feet to the POINT OF BEGINNING; THENCE N 37°27'01" W a distance of 29.15 feet; THENCE N 02°21'50" W a distance of 192.70 feet; THENCE N 13°10'16" E a distance of 239.51 feet; THENCE N 19°03'09" E a distance of 225.19 feet; THENCE N 39°11'13" E a distance of 126.18 feet; THENCE N 06°53'18" W a distance of 156.86 feet; THENCE N 01°53'53" E a distance of 116.76 feet; THENCE N 16°14'56" E a distance of 254.74 feet; THENCE N 39°50'09" E a distance of 124.20 feet; THENCE S 89°43'34" E a distance of 330.18 feet; THENCE S 10°41'04" E a distance of 57.46 feet; THENCE S 16°46'34" E a distance of 161.55 feet; THENCE S 46°18'07" W a distance of 104.84 feet; THENCE S 11°01'38" E a distance of 158.70 feet; THENCE S 06°34'57" E a distance of 59.88 feet; THENCE S 23°08'25" W a distance of 309.56 feet; THENCE S 29°23'41" W a distance of 310.17 feet; THENCE S 19°19'25" W a distance of 330.06 feet; THENCE N 89°52'42" W a distance of 285.54 feet to the POINT OF BEGINNING.

THIS PLAT OF SURVEY MEETS THE OKLAHOMA MINIMUM STANDARDS FOR THE PRACTICE OF LAND SURVEYING AS ADOPTED BY THE OKLAHOMA STATE BOARD OF REGISTRATION FOR PROFESSIONAL ENGINEERS AND LAND SURVEYORS.

D. MIKE DOSSEY, R.P.L.S. No. 1431



11505 SW 89th Street, Suite 100, C-3
Oklahoma City, OK
(405) 492-2748
www.cimarronsurvey.com

SCALE: 1"=100'
DATE: 10/22/21
JOB NO.: 211492
SURV. BY: J.D.
DRAWN BY: T.A.W.
APPR. BY: D.M.D.
DWG. NO.: 211492_OVERALL
AFE NO.:
SHEET 1 OF 1

| | | | | |
|-----|--------------|----------|--------|--------|
| 1 | REVISED WQPZ | 12/01/21 | T.A.W. | D.M.D. |
| NO. | REVISION | DATE | BY | APPR. |

PRELIMINARY PLAT OF
TRENT ESTATES

Applicant: Kathryn & Ryan Trent

Project Location: 2301 96th Avenue NE

Case Number: PD21-36

Time: 5:30 p.m.

Applicant/Representative

Kathryn Trent

Ryan Trent

Attendees

Sonja Montgomery

Brian Montgomery

City Staff

Jane Hudson, Planning Director

Ken Danner, Subdivision Manager

Application Summary

The applicant is requesting to preliminary plat.

Neighbor's Comments/Concerns/Responses

No comments

GBC 21-24

| | |
|----------------------|---|
| APPLICANT | Byren and Katherine Trent |
| LOCATION | 96 th Ave. N.E., North of Arrowhead Dr. |
| PROPOSAL | Norman Rural Certificate of Survey – Trent Estates |
| NORMAN 2025 LAND USE | Current: Floodplain and Country Residential |
| LAND USE | Current: Single-Family Residential Proposed: Single-Family Residential |

Greenbelt Commission Final Comments - GBC 21-24

Greenbelt forwards this item with no additional comments.

Planning Commission Agenda
December 9, 2021

PRELIMINARY PLAT
PP-2122-8

ITEM NO. 3

STAFF REPORT

ITEM: Consideration of **PRELIMINARY PLAT FOR TRENT ESTATES.**

LOCATION: Located at the southeast corner of the intersection of 96th Avenue N.E. and Rock Creek Road (Closed).

INFORMATION:

1. Owners. Byren and Katherine Trent.
2. Developer. Byren and Katherine Trent.
3. Engineer/Surveyor. Cimarron Surveying and Mapping Co.

HISTORY:

1. October 21, 1961. City Council adopted Ordinance No. 1312 annexing this property into the Corporate City Limits without zoning.
2. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
3. December 12, 1961. City Council adopted Ordinance No. 1322 placing this property in A-2, Rural Agricultural District.
4. May 24, 1966. City Council adopted Ordinance No. 1896 placing this property in the RE, Residential Estates District and removing it from A-2, Rural Agricultural District.

IMPROVEMENT PROGRAM:

1. Fire Protection. The Norman Fire Department will provide fire protection.
2. Sanitary Sewer. Individual septic systems will be installed in accordance with City and Oklahoma Department of Environmental Quality standards. There is an existing system on Tract 1.
3. Streets. Ninety-sixth Avenue N.E. is classified as a rural collector street. Additional easement is not required. Rock Creek Road paving does not exist and is declared as a closed road/section.

4. Water. Tract 1 has an existing private water system. Private water system for Tract 2 will require City and Oklahoma Department of Environmental Quality approvals.
5. Acreage. This property consists of 25.72 acres. Tract 1 consists of 12.86 acres and Tract 2 consists of 12.86 acres.
7. WQPZ. Water Quality Protection Zone (WQPZ) is located within Tracts 1 and 2. The owners will be required to protect these areas. There is sufficient area for each tract to allow proposed structures and private sanitary sewer systems without encroaching into the WQPZ. Covenants will be required with final platting.
8. Flood Plain. Tract 2 contains Flood Plain.
9. Flowage Easement. Tracts 1 and 2 contains a Flowage Easement controlled by the Bureau of Reclamation. These areas are "no build" for residential use.
8. Covenants. Covenants addressing the WQPZ will be submitted with a final plat.

SUPPLEMENTAL MATERIAL: Copies of a location map and preliminary plat are included in the Agenda Book.

STAFF COMMENTS AND RECOMMENDATION: Staff recommends approval of preliminary plat for Trent Estates.

ACTION NEEDED: Recommend approval or disapproval of preliminary plat for Trent Estates to City Council.

ACTION TAKEN: _____

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

DECEMBER 9, 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 9th day of December, 2021.

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

Erin Williford (arrived at 6:32 p.m.)
Kevan Parker
Steven McDaniel
Erica Bird
Dave Boeck
Sandy Bahan
Michael Jablonski

MEMBERS ABSENT

Lark Zink

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Anais Starr, Planner II
Colton Wayman, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Kathryn Walker, City Attorney
Heather Poole, Asst. City Attorney
Jeanne Snider, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

CONSENT DOCKET

Item No. 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE NOVEMBER 18, 2021 REGULAR PLANNING COMMISSION MEETING.

Item No. 2, being:

PP-2122-7 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT SUBMITTED BY MICHAEL ROBERTS (ELYSIUM) (J.W. DANSBY) FOR ALPINE MOTORSPORTS ADDITION FOR 1.0 ACRES OF PROPERTY LOCATED AT 520 W. TECUMSEH ROAD.

Item No. 3, being:

PP-2122-8 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-8, A PRELIMINARY PLAT SUBMITTED BY BYREN AND KATHERINE TRENT (CIMARRON) FOR TRENT ESTATES FOR 25.33 ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 96TH AVENUE N.E. APPROXIMATELY 1 MILE NORTH OF EAST ROBINSON STREET.

Item No. 4, being:

COS-2122-7 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-7 SUBMITTED BY JOSEPH FUGATE (POLLARD & WHITED SURVEYING, INC.) FOR DENVER ESTATES FOR 39.985 ACRES OF PROPERTY GENERALLY LOCATED EAST OF 108TH AVENUE S.E. AND APPROXIMATELY ¼ MILE NORTH OF LINDSEY STREET, WITH A VARIANCE TO THE MINIMUM ACREAGE REQUIREMENT AND A VARIANCE IN THE PRIVATE ROAD WIDTH TO 12'.

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

Chair Bird asked if any member of the Commission wished to remove any item from the Consent Docket. There being none, she asked if any member of the public wished to remove any item. There being none, she asked for a motion.

Dave Boeck moved approve the Consent Docket as presented. Sandy Bahan seconded the motion.

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

| | |
|----------------|---|
| YEAS | Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Dave Boeck, Sandy Bahan, Michael Jablonski |
| NAYES | None |
| MEMBERS ABSENT | Lark Zink |

The motion, to adopt the Consent Docket as amended, passed by a vote of 7-0.

* * *

CONSENT DOCKET

Item No. 1, being:

CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE NOVEMBER 18, 2021 REGULAR PLANNING COMMISSION MEETING.

The minutes of the November 18, 2021 Regular Planning Commission meeting were adopted as presented on the Consent Docket by a vote of 7-0.

*

Item No. 2, being:

PP-2122-7 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT SUBMITTED BY MICHAEL ROBERTS (ELYSIUM) (J.W. DANSBY) FOR ALPINE MOTORSPORTS ADDITION FOR 1.0 ACRE OF PROPERTY LOCATED AT 520 W. TECUMSEH ROAD.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Transportation Impacts
5. Site Plan
6. Pre-Development Summary

This item was approved on the Consent Docket by a vote of 7-0.

*

Item No. 3, being:

PP-2122-8 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PP-2122-8, A PRELIMINARY PLAT SUBMITTED BY BYREN AND KATHERINE TRENT (CIMARRON) FOR TRENT ESTATES FOR 25.33 ACRES OF PROPERTY GENERALLY LOCATED ON THE EAST SIDE OF 96TH AVENUE N.E. APPROXIMATELY 1 MILE NORTH OF EAST ROBINSON STREET.

ITEMS SUBMITTED FOR THE RECORD:

1. Location Map
2. Preliminary Plat
3. Staff Report
4. Pre-Development Summary
5. Greenbelt Commission Action

This item was approved on the Consent Docket by a vote of 7-0.

*

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

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

PRESENTER: Jane Hudson, Director of Planning & Community Development

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

SYNOPSIS:

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

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

ZONING ORDINANCE CITATION:

SEC. 420 - PLANNED UNIT DEVELOPMENTS

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

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

Specifically, the purposes of this section are to encourage:

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

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

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

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

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

ANALYSIS: The particulars of this PUD include:

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

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

7. **SIGNAGE:** The UNP PUD has an overall Master Signage Plan. The UNP ARB reviews and approves all signage prior to the City of Noman issuing any permits.

8. **LIGHTING:** The outdoor lighting for the site will be reviewed and approved by the UNP ARB. Overall, the trend in the UNP area has been full cut-off fixtures and architecturally compatible.

ALTERNATIVES/ISSUES:

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

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

OTHER AGENCY COMMENTS:

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

CONCLUSION:

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

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

O-2122-21

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

- § 1. WHEREAS, Johnson & Associates, on behalf of University North Park, the owner of the hereinafter described property, has made application to amend the Planned Unit Development approved by Ordinance No. O-1415-45, so as to amend the allowable uses; and
- § 2. WHEREAS, said application has been referred to the Planning Commission of said City and said body has, after conducting a public hearing as required by law, considered the same and recommended that the same should be granted and an ordinance adopted to effect and accomplish such amendment; and
- § 3. WHEREAS, the City Council of the City of Norman, Oklahoma, has thereafter considered said application and has determined that said application should be granted and an ordinance adopted to effect and accomplish such amendment.

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

- § 4. That Section 460 of Chapter 22 of the Code of the City of Norman, Oklahoma, is hereby amended so as to amend the Planned Unit Development approved by Ordinance No. O-1415-45, so as to amend the allowable uses for the subject property, to wit:

University North Park Professional Center
Lot 4A, Block 1

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

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

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

§ 5. Further, the following condition is hereby attached to the zoning of the tract:

- a. The site shall be developed in accordance with Amended and Restated University North Park PUD Development Plan, dated October 2021, and the site development plan submitted by the applicant and approved by the Planning Commission on November 18, 2021, attached and made a part hereof.

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

ADOPTED this _____ day of _____, 2022.

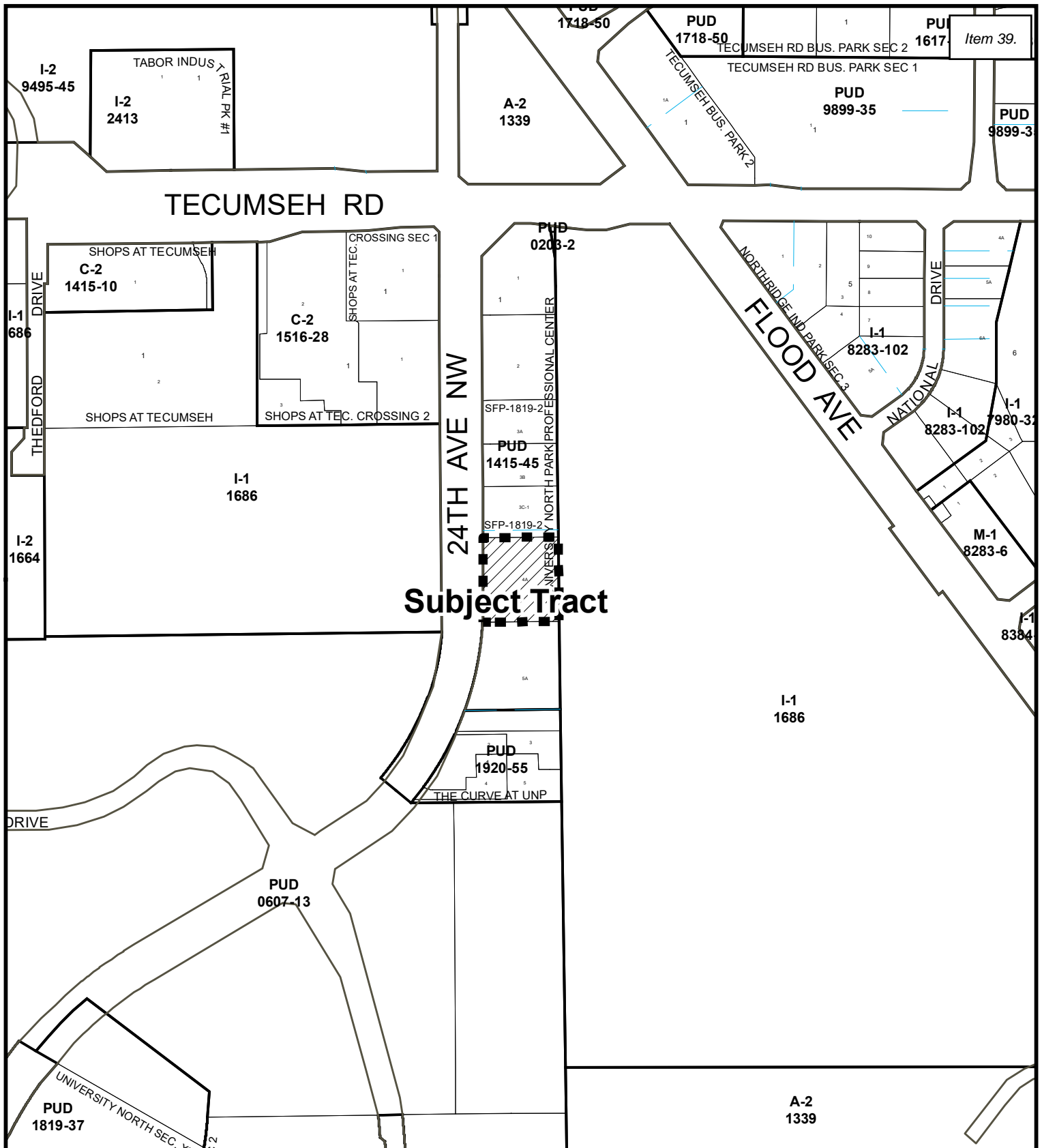
NOT ADOPTED this _____ day of _____, 2022.

(Mayor)

(Mayor)

ATTEST:

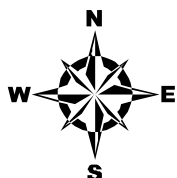
(City Clerk)



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.



September 21, 2021

0 200 400 Ft.

 Subject Tract

 Zoning

1011

ORDINANCE NO. O-2122-21

ITEM NO. 5

STAFF REPORT**GENERAL INFORMATION**

| | |
|----------------------|--|
| APPLICANT | Johnson & Associates, on behalf of University North Park |
| REQUESTED ACTION | University North Park PUD Amendment |
| EXISTING ZONING | PUD, Planned Unit Development (O-1415-45) |
| SURROUNDING ZONING | North: PUD, Planned Unit Development East: I-1, Light Industrial District South: PUD, Planned Unit Development West: I-1, Light Industrial District |
| LOCATION | East of 24 th Avenue N.W. and south of W. Tecumseh Road |
| SIZE | 1.37 acres, more or less |
| PURPOSE | Daycare Facility |
| EXISTING LAND USE | Vacant |
| SURROUNDING LAND USE | North: Office East: Airport South: Office West: Vacant |

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

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

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

ZONING ORDINANCE CITATION:

SEC. 420 - PLANNED UNIT DEVELOPMENTS

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

Specifically, the purposes of this section are to encourage:

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

The PUD (Planned Unit Development) Regulations are designed to provide for small and large scale developments incorporating a single type or a variety of residential, commercial, industrial and related uses which are planned and developed as a unit. Such development may consist of individual lots, or it may have common building sites. Private or public common land and open space must be an essential, major element of the development which is related to, and affects, the long term value of the homes and other development. A Planned Unit Development shall be a separate entity with a distinct character that respects and harmonizes with surrounding development.

2. **Uses Permitted.** In addition to zoning districts established elsewhere in this chapter, a Planned Unit Development zoning district is established and shall be designated on the Zoning District Map, upon application of the landowner and approval by the City Council. In order to increase creativity and flexibility in the development of areas suitable for a Planned Unit

Development, there are no specifically prescribed uses which are permitted within the boundaries of a Planned Unit Development. The developer shall be responsible for preparation of a list of permitted uses within the specific Planned Unit Development requested. The development of the list shall take into account the nature and purpose of the Planned Unit Development area, and such uses and locations shall be appropriate in order to protect and be in harmony with surrounding development. At the time of the Pre-Application plan and conference, the applicant shall generally describe the nature and types of land uses to be located within the boundaries of the PUD District. At the time of zoning application and consideration of the preliminary plat, a specific written list of uses to be "permitted by right" shall be submitted for review by the Planning Commission. Following approval by the Planning Commission and City Council, the list of specific uses permitted by right shall serve as the control list in issuance of building permits and certificates of occupancy.

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

ANALYSIS: The particulars of this PUD include:

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

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

7. **SIGNAGE** The UNP PUD has an overall Master Signage Plan. The UNP ARB reviews and approves all signage prior to the City of Norman issuing any permits.

8. **LIGHTING** The outdoor lighting for the site will be reviewed and approved by the UNP ARB. Overall, the trend in the UNP area has been full cut-off fixtures and architecturally compatible.

ALTERNATIVES/ISSUES:

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

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

OTHER AGENCY COMMENTS:

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

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



CITY OF NORMAN

Development Review Form

Transportation Impacts

DATE: September 20, 2021

CONDUCTED BY: Jami L. Short, P.E.
City Traffic Engineer

PROJECT NAME: UNP Daycare PUD Amendment

PROJECT TYPE: Commercial PUD

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

SURROUNDING ENVIRONMENT (Streets, Developments)

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

ALLOWABLE ACCESS:

The access will be in accordance with Section 4018 of the City's Engineering Design Criteria.

EXISTING STREET CHARACTERISTICS (Lanes, Speed Limits, Sight Distance, Medians)

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

ACCESS MANAGEMENT CODE COMPLIANCE: YES ☒ NO ☐

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

TRIP GENERATION

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

TRANSPORTATION IMPACT STUDY REQUIRED? YES ☒ NO ☐

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

RECOMMENDATION: APPROVAL ☒ DENIAL ☐ N/A ☐ STIPULATIONS ☐

Recommendations for Approval refer only to the transportation impact and do not constitute an endorsement from City Staff.

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

TRAFFIC IMPACT ANALYSIS

To Serve A

UNP DAYCARE

located

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



Prepared by:

JOHNSON & ASSOCIATES

CERTIFICATE OF AUTHORIZATION #1484

EXPIRATION DATE: 06-30-2023

1 EAST SHERIDAN AVENUE

SUITE 200

OKLAHOMA CITY, OKLAHOMA 73104

(405) 235-8075

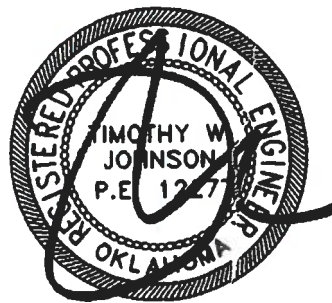
TRAFFIC IMPACT ANALYSIS

To Serve

UNP DAYCARE

located

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



August 27, 2021

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

Prepared by:

JOHNSON & ASSOCIATES

CERTIFICATE OF AUTHORIZATION #1484

EXPIRATION DATE: 06-30-2023

1 EAST SHERIDAN AVENUE

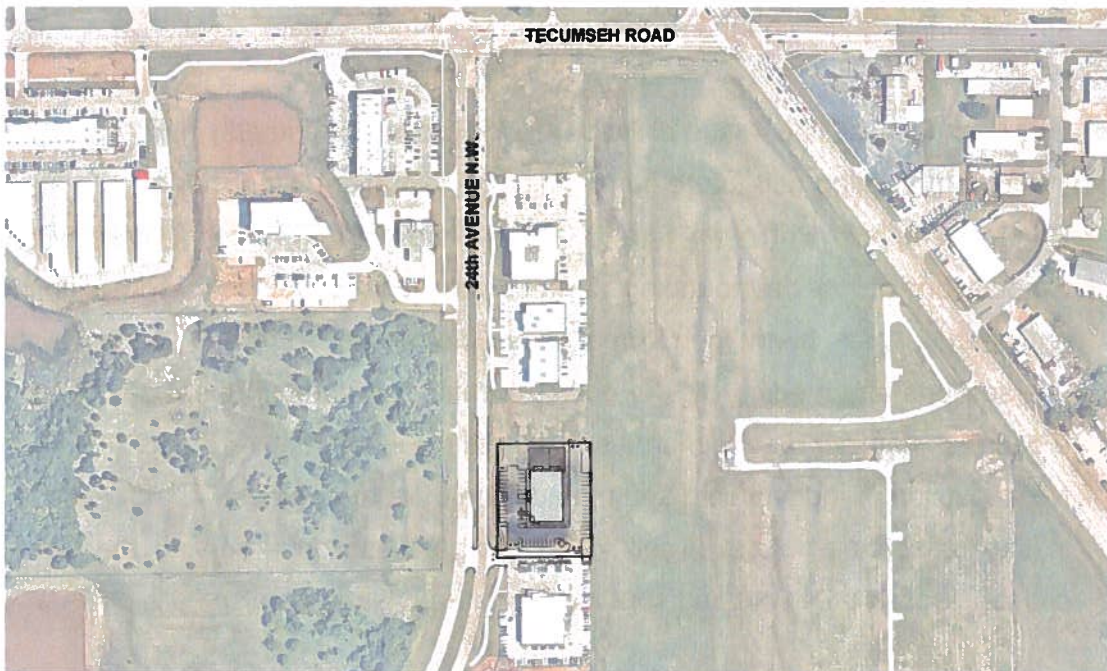
SUITE 200

OKLAHOMA CITY, OKLAHOMA 73104

(405) 235-8075

EXECUTIVE SUMMARY

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



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

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

PROJECT SCOPE

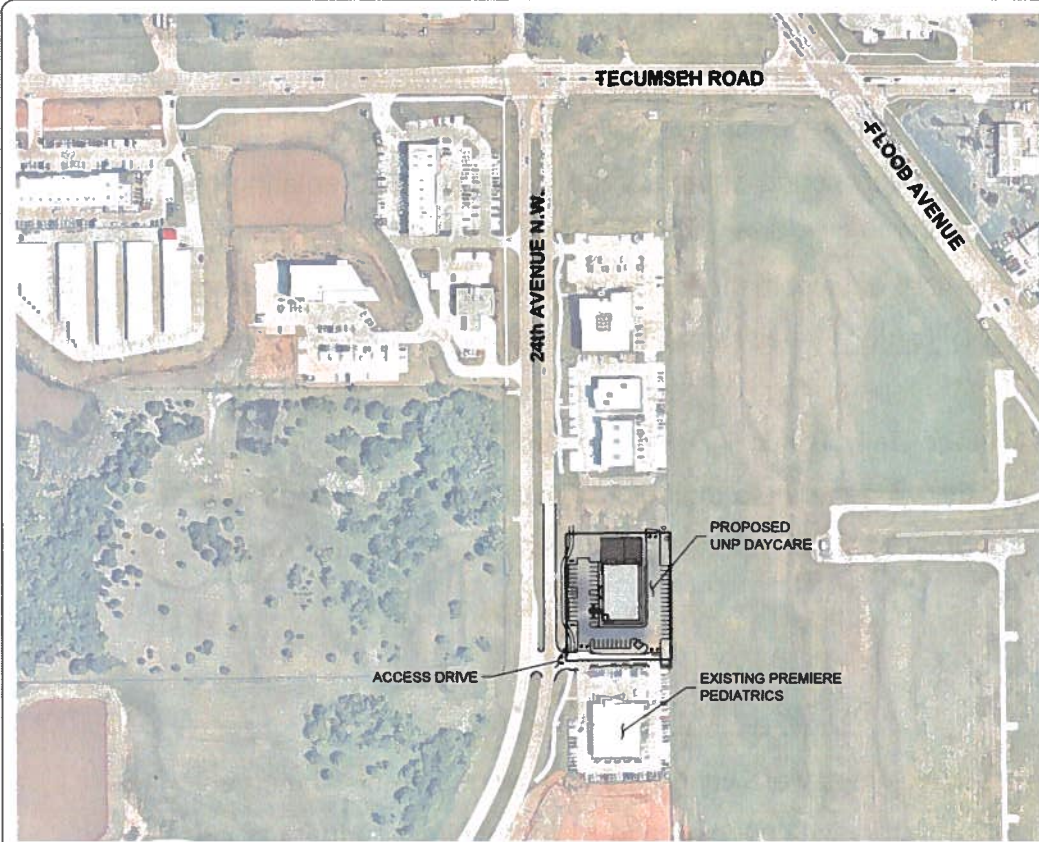
Johnson & Associates has been retained to provide a Traffic Impact Analysis (TIA) for UNP Daycare located approximately 1200 feet south of Tecumseh Road on the east side of 24th Avenue N.W. in Norman. As it stands the site is currently undeveloped and will include a 10,000 square feet of daycare facility.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

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

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

TRAFFIC COUNTS

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



Copyright © 2021 Johnson & Associates

UNP DAYCARE
GENERAL LOCATION MAP

JOHNSON & ASSOCIATES
11111 E. 11th Avenue, Suite 200
Overland Park, KS 66213
Tel: 913.241.1111
Fax: 913.241.1112
www.jandassoc.com

DATE: 08/24/2021

BY: [Signature]

FIGURE 1

TRIP GENERATION

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

TRIP DISTRIBUTION

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

| NORMAN DAYCARE CENTER TRIP GENERATION 8/26/2021 | | | | | | | | | | | | | | | | | | | |
|---|--------------------|--------------------------|-------|-------|--------------------------|----------------|---------------|----------------|---------------|-------------|-----------------|-----------------|-------------------|---------------|---------------|----------------|---------------|---------------|--|
| Description, ITE Code (Unit Type) Trip Generation Details | Number of Units | Trip Generation Rates | | | Distribution Percentages | | | | | Total Trips | | | Trip Distribution | | | | | | |
| | | Weekday | AM | PM | Pass-By | AM Entering | AM Exiting | PM Entering | PM Exiting | Daily | AM Peak Hour | PM Peak Hour | AM Entering | AM Exiting | AM Pass-By | PM Entering | PM Exiting | PM Pass-By | |
| EXISTING PEDIATRIC DEVELOPMENT | | | | | | | | | | | | | | | | | | | |
| Medical / Dental Office 720 (S F) AM & PM Peak of Adjacent Street | 12 200 | 36 13 | 2 39 | 3 57 | NA | 79% | 21% | 28% | 72% | 441 | 29 | 44 | 23 | 6 | NA | 12 | 32 | NA | |
| PROPOSED DAYCARE DEVELOPMENT | | | | | | | | | | | | | | | | | | | |
| Daycare Center 565 (S F) AM & PM Peak of Adjacent Street | 10 000 | 74 06 | 12 18 | 12 34 | NA | 53% | 47% | 47% | 53% | 741 | 122 | 123 | 65 | 57 | NA | 58 | 65 | NA | |

TABLE 1

INTERSECTION CAPACITY ANALYSES

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

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

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

| ICU INTERSECTION LOS CRITERIA | |
|--------------------------------------|---------------------------------|
| Level-of-Service | Percent of Full Capacity |
| A | ≤55% |
| B | >55%-64% |
| C | >64%-73% |
| D | >73%-82% |
| E | >82%-91% |
| F | >91%-100% |
| G | >100%-109% |
| H | >109% |

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

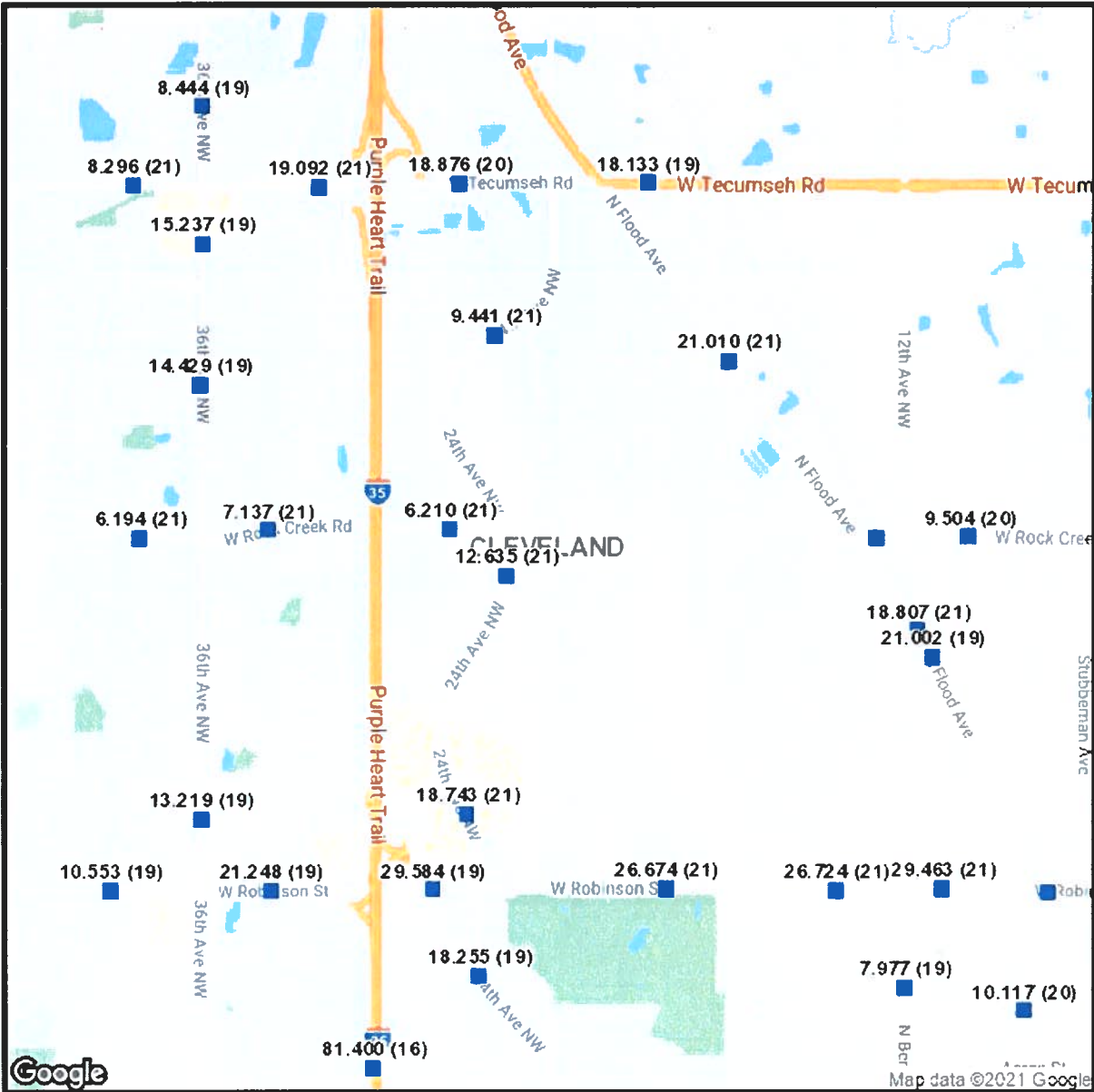
CONCLUSIONS

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

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

Appendix

Existing Traffic Counts



TCDS Locations

- Short
- Continuous
- WIM
- Located Short
- Located Continuous
- Located WIM
- Inactive Location

acog

8/26/2021



Volume Count Report

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

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












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

Existing Access Drive Analyses

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












HCM Unsignalized Intersection Capacity Analysis

08/26/2021

| |  |  |  |  |  |  | |
|-----------------------------------|---|---|---|---|---|---|------|
| Movement | WBL | WBR | NBT | NBR | SBL | SBT | |
| Lane Configurations |  |  |  | |  |  | |
| Traffic Volume (veh/h) | 3 | 3 | 353 | 12 | 11 | 353 | |
| Future Volume (Veh/h) | 3 | 3 | 353 | 12 | 11 | 353 | |
| Sign Control | Stop | | Free | | | Free | |
| Grade | 0% | | 0% | | | 0% | |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | |
| Hourly flow rate (vph) | 3 | 3 | 384 | 13 | 12 | 384 | |
| Pedestrians | | | | | | | |
| Lane Width (ft) | | | | | | | |
| Walking Speed (ft/s) | | | | | | | |
| Percent Blockage | | | | | | | |
| Right turn flare (veh) | | | | | | | |
| Median type | | | None | | | None | |
| Median storage veh | | | | | | | |
| Upstream signal (ft) | | | | | | | |
| pX, platoon unblocked | | | | | | | |
| vC, conflicting volume | 606 | 198 | | | 397 | | |
| vC1, stage 1 conf vol | | | | | | | |
| vC2, stage 2 conf vol | | | | | | | |
| vCu, unblocked vol | 606 | 198 | | | 397 | | |
| tC, single (s) | 6.8 | 6.9 | | | 4.1 | | |
| tC, 2 stage (s) | | | | | | | |
| tF (s) | 3.5 | 3.3 | | | 2.2 | | |
| p0 queue free % | 99 | 100 | | | 99 | | |
| cM capacity (veh/h) | 424 | 809 | | | 1158 | | |
| Direction, Lane # | WB 1 | WB 2 | NB 1 | NB 2 | SB 1 | SB 2 | SB 3 |
| Volume Total | 3 | 3 | 256 | 141 | 12 | 192 | 192 |
| Volume Left | 3 | 0 | 0 | 0 | 12 | 0 | 0 |
| Volume Right | 0 | 3 | 0 | 13 | 0 | 0 | 0 |
| cSH | 424 | 809 | 1700 | 1700 | 1158 | 1700 | 1700 |
| Volume to Capacity | 0.01 | 0.00 | 0.15 | 0.08 | 0.01 | 0.11 | 0.11 |
| Queue Length 95th (ft) | 1 | 0 | 0 | 0 | 1 | 0 | 0 |
| Control Delay (s) | 13.6 | 9.5 | 0.0 | 0.0 | 8.1 | 0.0 | 0.0 |
| Lane LOS | B | A | | | A | | |
| Approach Delay (s) | 11.5 | | 0.0 | | 0.2 | | |
| Approach LOS | B | | | | | | |
| Intersection Summary | | | | | | | |
| Average Delay | | | 0.2 | | | | |
| Intersection Capacity Utilization | | | 20.1% | | ICU Level of Service | | A |
| Analysis Period (min) | | | 15 | | | | |

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












HCM Unsignalized Intersection Capacity Analysis
08/26/2021

| | | | | | | | |
|-----------------------------------|---|---|---|---|---|---|------|
| |  |  |  |  |  |  | |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT | |
| Lane Configurations |  |  |  | |  |  | |
| Traffic Volume (veh/h) | 16 | 16 | 428 | 6 | 6 | 427 | |
| Future Volume (Veh/h) | 16 | 16 | 428 | 6 | 6 | 427 | |
| Sign Control | Stop | | Free | | | Free | |
| Grade | 0% | | 0% | | | 0% | |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | |
| Hourly flow rate (vph) | 17 | 17 | 465 | 7 | 7 | 464 | |
| Pedestrians | | | | | | | |
| Lane Width (ft) | | | | | | | |
| Walking Speed (ft/s) | | | | | | | |
| Percent Blockage | | | | | | | |
| Right turn flare (veh) | | | | | | | |
| Median type | | | None | | None | | |
| Median storage (veh) | | | | | | | |
| Upstream signal (ft) | | | | | | | |
| pX, platoon unblocked | | | | | | | |
| vC, conflicting volume | 714 | 236 | | | 472 | | |
| vC1, stage 1 conf vol | | | | | | | |
| vC2, stage 2 conf vol | | | | | | | |
| vCu, unblocked vol | 714 | 236 | | | 472 | | |
| tC, single (s) | 6.8 | 6.9 | | | 4.1 | | |
| tC, 2 stage (s) | | | | | | | |
| tF (s) | 3.5 | 3.3 | | | 2.2 | | |
| p0 queue free % | 95 | 98 | | | 99 | | |
| cM capacity (veh/h) | 363 | 766 | | | 1086 | | |
| Direction, Lane # | WB 1 | WB 2 | NB 1 | NB 2 | SB 1 | SB 2 | SB 3 |
| Volume Total | 17 | 17 | 310 | 162 | 7 | 232 | 232 |
| Volume Left | 17 | 0 | 0 | 0 | 7 | 0 | 0 |
| Volume Right | 0 | 17 | 0 | 7 | 0 | 0 | 0 |
| cSH | 363 | 766 | 1700 | 1700 | 1086 | 1700 | 1700 |
| Volume to Capacity | 0.05 | 0.02 | 0.18 | 0.10 | 0.01 | 0.14 | 0.14 |
| Queue Length 95th (ft) | 4 | 2 | 0 | 0 | 0 | 0 | 0 |
| Control Delay (s) | 15.4 | 9.8 | 0.0 | 0.0 | 8.3 | 0.0 | 0.0 |
| Lane LOS | C | A | | | A | | |
| Approach Delay (s) | 12.6 | | 0.0 | | 0.1 | | |
| Approach LOS | B | | | | | | |
| Intersection Summary | | | | | | | |
| Average Delay | | | 0.5 | | | | |
| Intersection Capacity Utilization | | | 22.0% | | ICU Level of Service | | A |
| Analysis Period (min) | | | 15 | | | | |

Future Access Drive Analyses

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












HCM Unsignalized Intersection Capacity Analysis
08/26/2021

| | | | | | | | |
|-----------------------------------|---|---|---|---|---|---|------|
| |  |  |  |  |  |  | |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT | |
| Lane Configurations |  |  |  | |  |  | |
| Traffic Volume (veh/h) | 32 | 31 | 353 | 44 | 44 | 353 | |
| Future Volume (Veh/h) | 32 | 31 | 353 | 44 | 44 | 353 | |
| Sign Control | Stop | | Free | | | Free | |
| Grade | 0% | | 0% | | | 0% | |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | |
| Hourly flow rate (vph) | 35 | 34 | 384 | 48 | 48 | 384 | |
| Pedestrians | | | | | | | |
| Lane Width (ft) | | | | | | | |
| Walking Speed (ft/s) | | | | | | | |
| Percent Blockage | | | | | | | |
| Right turn flare (veh) | | | | | | | |
| Median type | | | None | | None | | |
| Median storage (veh) | | | | | | | |
| Upstream signal (ft) | | | | | | | |
| pX, platoon unblocked | | | | | | | |
| vC, conflicting volume | 696 | 216 | | | 432 | | |
| vC1, stage 1 conf vol | | | | | | | |
| vC2, stage 2 conf vol | | | | | | | |
| vCu, unblocked vol | 696 | 216 | | | 432 | | |
| tC, single (s) | 6.8 | 6.9 | | | 4.1 | | |
| tC, 2 stage (s) | | | | | | | |
| tF (s) | 3.5 | 3.3 | | | 2.2 | | |
| p0 queue free % | 90 | 96 | | | 96 | | |
| cM capacity (veh/h) | 360 | 789 | | | 1124 | | |
| Direction, Lane # | WB 1 | WB 2 | NB 1 | NB 2 | SB 1 | SB 2 | SB 3 |
| Volume Total | 35 | 34 | 256 | 176 | 48 | 192 | 192 |
| Volume Left | 35 | 0 | 0 | 0 | 48 | 0 | 0 |
| Volume Right | 0 | 34 | 0 | 48 | 0 | 0 | 0 |
| cSH | 360 | 789 | 1700 | 1700 | 1124 | 1700 | 1700 |
| Volume to Capacity | 0.10 | 0.04 | 0.15 | 0.10 | 0.04 | 0.11 | 0.11 |
| Queue Length 95th (ft) | 8 | 3 | 0 | 0 | 3 | 0 | 0 |
| Control Delay (s) | 16.1 | 9.8 | 0.0 | 0.0 | 8.3 | 0.0 | 0.0 |
| Lane LOS | C | A | | | A | | |
| Approach Delay (s) | 13.0 | | 0.0 | | 0.9 | | |
| Approach LOS | B | | | | | | |
| Intersection Summary | | | | | | | |
| Average Delay | | | 1.4 | | | | |
| Intersection Capacity Utilization | | | 27.8% | | ICU Level of Service | | A |
| Analysis Period (min) | | | 15 | | | | |

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

HCM Unsignalized Intersection Capacity Analysis

08/26/2021

| | | | | | | | |
|-----------------------------------|---|---|---|---|---|---|------|
| |  |  |  |  |  |  | |
| Movement | WBL | WBR | NBT | NBR | SBL | SBT | |
| Lane Configurations |  |  |  | |  |  | |
| Traffic Volume (veh/h) | 49 | 48 | 428 | 35 | 35 | 427 | |
| Future Volume (Veh/h) | 49 | 48 | 428 | 35 | 35 | 427 | |
| Sign Control | Stop | | Free | | | Free | |
| Grade | 0% | | 0% | | | 0% | |
| Peak Hour Factor | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | 0.92 | |
| Hourly flow rate (vph) | 53 | 52 | 465 | 38 | 38 | 464 | |
| Pedestrians | | | | | | | |
| Lane Width (ft) | | | | | | | |
| Walking Speed (ft/s) | | | | | | | |
| Percent Blockage | | | | | | | |
| Right turn flare (veh) | | | | | | | |
| Median type | | | None | | | None | |
| Median storage veh) | | | | | | | |
| Upstream signal (ft) | | | | | | | |
| pX, platoon unblocked | | | | | | | |
| vC, conflicting volume | 792 | 252 | | | 503 | | |
| vC1, stage 1 conf vol | | | | | | | |
| vC2, stage 2 conf vol | | | | | | | |
| vCu, unblocked vol | 792 | 252 | | | 503 | | |
| tC, single (s) | 6.8 | 6.9 | | | 4.1 | | |
| tC, 2 stage (s) | | | | | | | |
| tF (s) | 3.5 | 3.3 | | | 2.2 | | |
| p0 queue free % | 83 | 93 | | | 96 | | |
| cM capacity (veh/h) | 315 | 748 | | | 1058 | | |
| Direction, Lane # | WB 1 | WB 2 | NB 1 | NB 2 | SB 1 | SB 2 | SB 3 |
| Volume Total | 53 | 52 | 310 | 193 | 38 | 232 | 232 |
| Volume Left | 53 | 0 | 0 | 0 | 38 | 0 | 0 |
| Volume Right | 0 | 52 | 0 | 38 | 0 | 0 | 0 |
| cSH | 315 | 748 | 1700 | 1700 | 1058 | 1700 | 1700 |
| Volume to Capacity | 0.17 | 0.07 | 0.18 | 0.11 | 0.04 | 0.14 | 0.14 |
| Queue Length 95th (ft) | 15 | 6 | 0 | 0 | 3 | 0 | 0 |
| Control Delay (s) | 18.7 | 10.2 | 0.0 | 0.0 | 8.5 | 0.0 | 0.0 |
| Lane LOS | C | B | | | A | | |
| Approach Delay (s) | 14.5 | | 0.0 | | 0.6 | | |
| Approach LOS | B | | | | | | |
| Intersection Summary | | | | | | | |
| Average Delay | | | 1.7 | | | | |
| Intersection Capacity Utilization | | | 29.6% | | ICU Level of Service | | A |
| Analysis Period (min) | | | 15 | | | | |

Amended and Restated
University North Park PUD Development Plan

October 2021

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

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

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

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

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

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

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

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

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

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

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

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

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

Exhibit G-1 - Location Map, UNP Business Center

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

- The land included on “Exhibit J” also allows the following uses:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

TRANSPORTATION IMPROVEMENTS

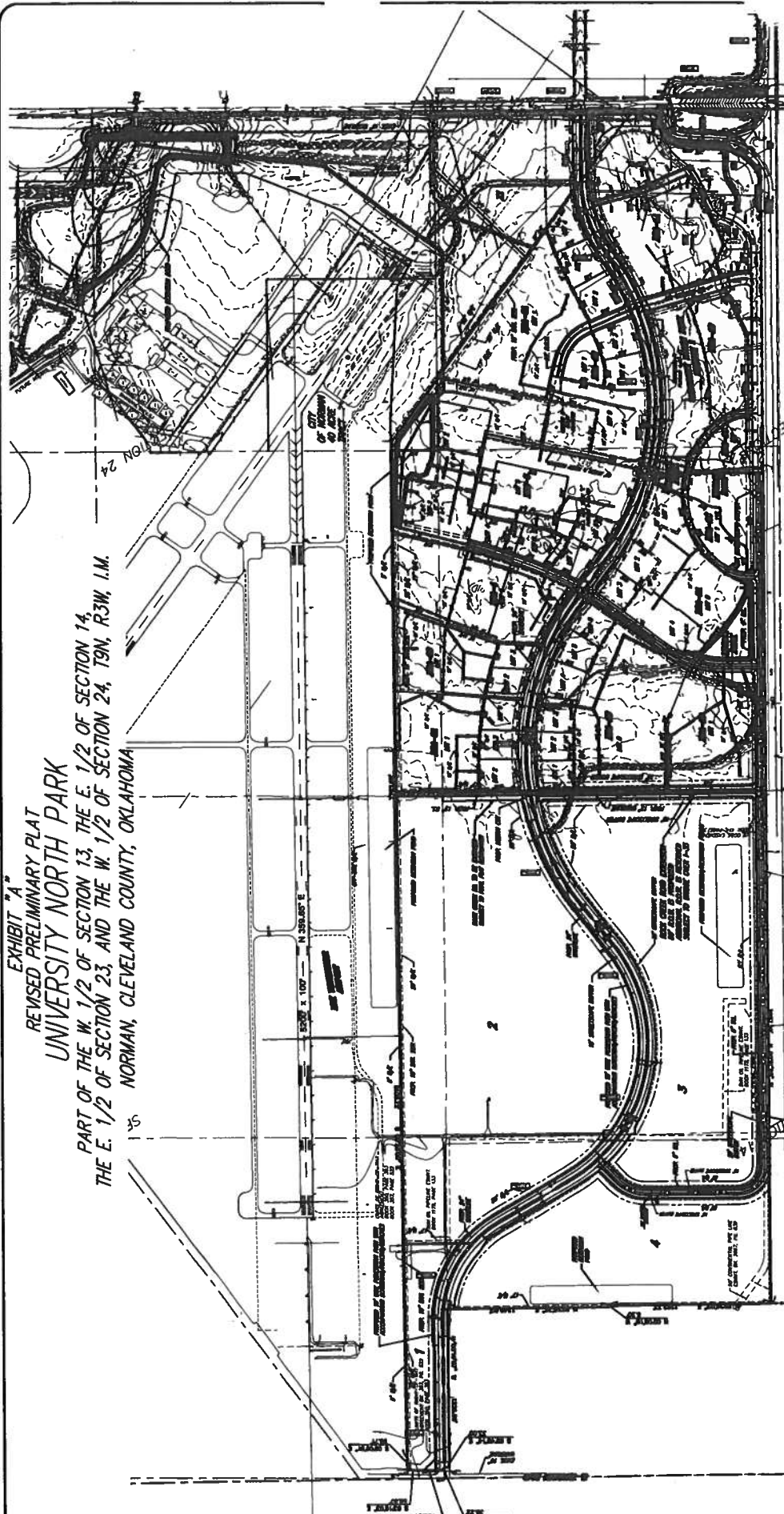
- A. **TRAFFIC LIGHTS:** At a future date, there will be a need for a traffic signals within the Property to the extent that such traffic signals are not constructed and financed through the recently-approved TIF District for the Property, the Owner/Applicant requests the City of Norman to ask the Oklahoma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

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

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

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

EXHIBIT "A"
REVISED PRELIMINARY PLAT
UNIVERSITY NORTH PARK
PART OF THE W. 1/2 OF SECTION 13, THE E. 1/2 OF SECTION 14,
THE E. 1/2 OF SECTION 23, AND THE W. 1/2 OF SECTION 24, T9N, R3W, I.M.
NORMAN, CLEVELAND COUNTY, OKLAHOMA



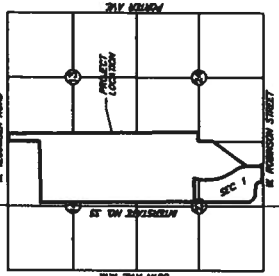
LEGEND

- 1. PARKING LOT
- 2. ROAD
- 3. LANDSCAPING

NOTES

1. THE PARKING LOT IS LOCATED AND DESIGNED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.
2. ALL PARKING LOTS ARE TO BE CONSIDERED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.
3. THE ROAD IS TO BE CONSIDERED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.
4. THE LANDSCAPING IS TO BE CONSIDERED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.
5. ALL PARKING LOTS ARE TO BE CONSIDERED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.
6. ALL PARKING LOTS ARE TO BE CONSIDERED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.
7. ALL PARKING LOTS ARE TO BE CONSIDERED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.
8. ALL PARKING LOTS ARE TO BE CONSIDERED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.
9. ALL PARKING LOTS ARE TO BE CONSIDERED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.
10. ALL PARKING LOTS ARE TO BE CONSIDERED IN ACCORDANCE WITH THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS AND THE CITY OF OKLAHOMA SPECIFICATIONS FOR PARKING LOTS.

KEY



OWNERS/DESIGNERS:
THE BOARD OF TRUSTEES OF
THE UNIVERSITY OF OKLAHOMA
500 PARKER DRIVE
NORMAN, OK 73019
UNIVERSITY NORTH PARK, L.L.C.
210 PARK AVENUE
OKLAHOMA CITY, OK 73102
UNIVERSITY TOWN CENTER, L.L.C.
210 PARK AVENUE
OKLAHOMA CITY, OK 73102
UNIVERSITY TOWN CENTER, L.L.C.
210 PARK AVENUE
OKLAHOMA CITY, OK 73102

DESIGNED BY:
THE UNIVERSITY OF OKLAHOMA
500 PARKER DRIVE
NORMAN, OK 73019
(405) 255-7715



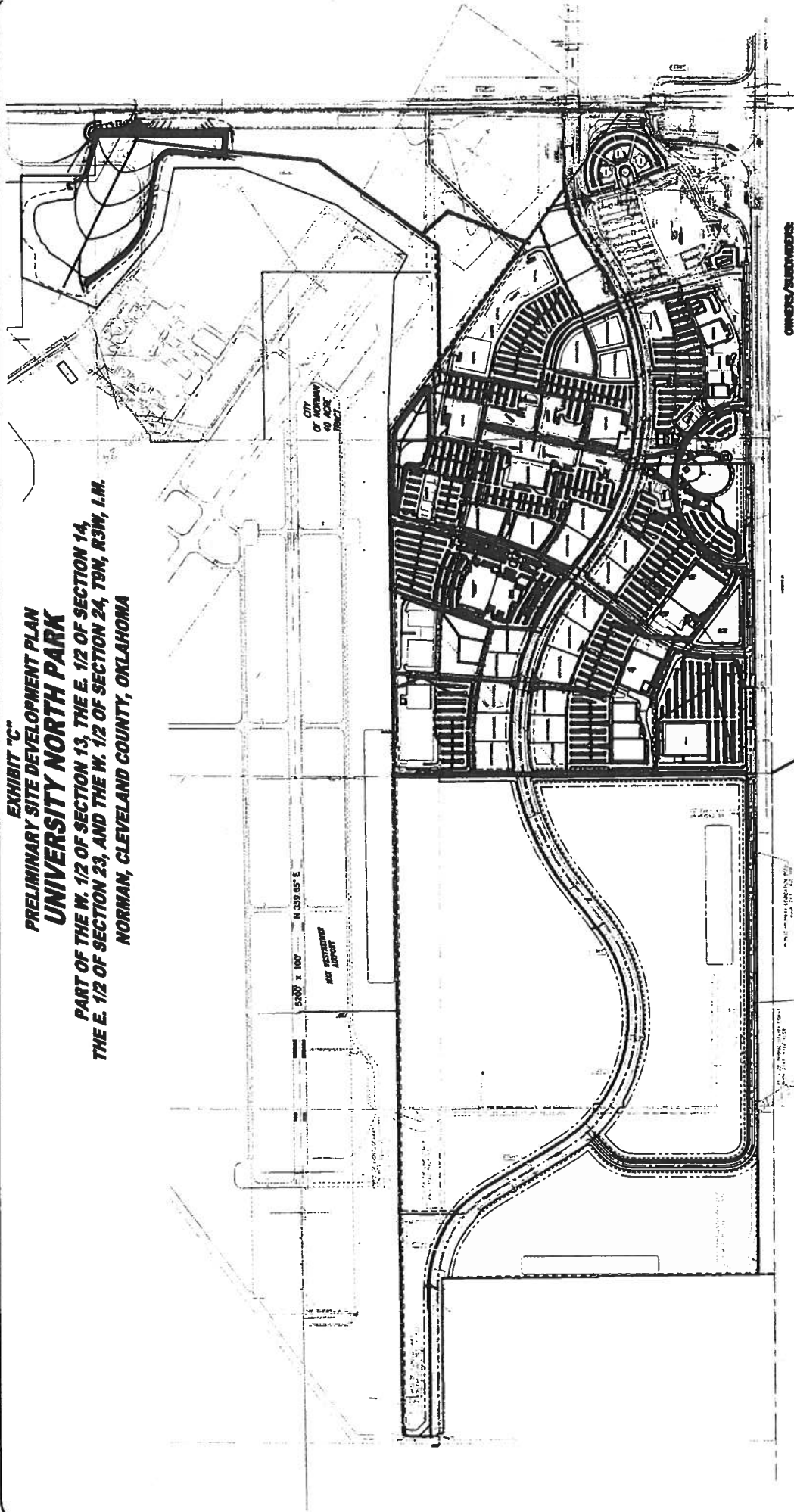
EXHIBIT "B"

REVISED TRAFFIC IMPACT STUDY

DATED AUGUST 14, 2006

**ON FILE FOR REVIEW IN THE
CITY CLERK'S DEPARTMENT**

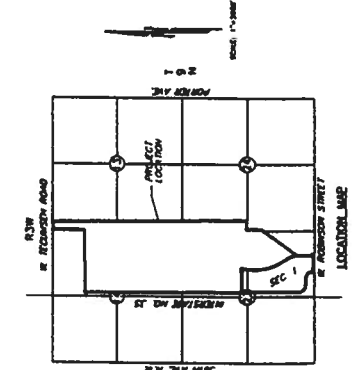
EXHIBIT "C"
PRELIMINARY SITE DEVELOPMENT PLAN
UNIVERSITY NORTH PARK
 PART OF THE W. 1/2 OF SECTION 13, THE E. 1/2 OF SECTION 14,
 THE E. 1/2 OF SECTION 23, AND THE W. 1/2 OF SECTION 24, T9N, R3W, L1M.
 NORMAN, CLEVELAND COUNTY, OKLAHOMA



OWNER/CLIENTS:
 THE BOARD OF TRUSTEES OF
 THE UNIVERSITY OF OKLAHOMA
 600 PARRINGTON OVN
 NORMAN, OK 73109
 UNIVERSITY NORTH PARK, L.L.C.
 210 PARK AVENUE
 OKLAHOMA CITY, OK 73102
 UNIVERSITY TOWN CENTER, L.L.C.
 1000 UNIVERSITY BLVD
 OKLAHOMA CITY, OK 73118
DESIGNED BY:
 SAC CONSULTING ENGINEERS, P.C.
 815 W. MAIN ST.
 OKLAHOMA CITY, OK 73106
 (405) 233-7715



EXHIBIT "C"
PRELIMINARY SITE DEVELOPMENT PLAN
UNIVERSITY NORTH PARK
 NORMAN, OK & INTERSTATE NO. 35
 NORMAN, OKLAHOMA
SAC CONSULTING ENGINEERS, P.C.
 815 W. MAIN ST.
 OKLAHOMA CITY, OK 73106
 (405) 233-7715



| Area | | | Area | | |
|------|---------|----------------|------|---------|----------------|
| NO. | AREA | AREA (SQ. FT.) | NO. | AREA | AREA (SQ. FT.) |
| 1 | LOT 100 | 100,000 | 21 | LOT 210 | 100,000 |
| 2 | LOT 101 | 100,000 | 22 | LOT 211 | 100,000 |
| 3 | LOT 102 | 100,000 | 23 | LOT 212 | 100,000 |
| 4 | LOT 103 | 100,000 | 24 | LOT 213 | 100,000 |
| 5 | LOT 104 | 100,000 | 25 | LOT 214 | 100,000 |
| 6 | LOT 105 | 100,000 | 26 | LOT 215 | 100,000 |
| 7 | LOT 106 | 100,000 | 27 | LOT 216 | 100,000 |
| 8 | LOT 107 | 100,000 | 28 | LOT 217 | 100,000 |
| 9 | LOT 108 | 100,000 | 29 | LOT 218 | 100,000 |
| 10 | LOT 109 | 100,000 | 30 | LOT 219 | 100,000 |
| 11 | LOT 110 | 100,000 | 31 | LOT 220 | 100,000 |
| 12 | LOT 111 | 100,000 | 32 | LOT 221 | 100,000 |
| 13 | LOT 112 | 100,000 | 33 | LOT 222 | 100,000 |
| 14 | LOT 113 | 100,000 | 34 | LOT 223 | 100,000 |
| 15 | LOT 114 | 100,000 | 35 | LOT 224 | 100,000 |
| 16 | LOT 115 | 100,000 | 36 | LOT 225 | 100,000 |
| 17 | LOT 116 | 100,000 | 37 | LOT 226 | 100,000 |
| 18 | LOT 117 | 100,000 | 38 | LOT 227 | 100,000 |
| 19 | LOT 118 | 100,000 | 39 | LOT 228 | 100,000 |
| 20 | LOT 119 | 100,000 | 40 | LOT 229 | 100,000 |
| 21 | LOT 120 | 100,000 | 41 | LOT 230 | 100,000 |
| 22 | LOT 121 | 100,000 | 42 | LOT 231 | 100,000 |
| 23 | LOT 122 | 100,000 | 43 | LOT 232 | 100,000 |
| 24 | LOT 123 | 100,000 | 44 | LOT 233 | 100,000 |
| 25 | LOT 124 | 100,000 | 45 | LOT 234 | 100,000 |
| 26 | LOT 125 | 100,000 | 46 | LOT 235 | 100,000 |
| 27 | LOT 126 | 100,000 | 47 | LOT 236 | 100,000 |
| 28 | LOT 127 | 100,000 | 48 | LOT 237 | 100,000 |
| 29 | LOT 128 | 100,000 | 49 | LOT 238 | 100,000 |
| 30 | LOT 129 | 100,000 | 50 | LOT 239 | 100,000 |
| 31 | LOT 130 | 100,000 | 51 | LOT 240 | 100,000 |
| 32 | LOT 131 | 100,000 | 52 | LOT 241 | 100,000 |
| 33 | LOT 132 | 100,000 | 53 | LOT 242 | 100,000 |
| 34 | LOT 133 | 100,000 | 54 | LOT 243 | 100,000 |
| 35 | LOT 134 | 100,000 | 55 | LOT 244 | 100,000 |
| 36 | LOT 135 | 100,000 | 56 | LOT 245 | 100,000 |
| 37 | LOT 136 | 100,000 | 57 | LOT 246 | 100,000 |
| 38 | LOT 137 | 100,000 | 58 | LOT 247 | 100,000 |
| 39 | LOT 138 | 100,000 | 59 | LOT 248 | 100,000 |
| 40 | LOT 139 | 100,000 | 60 | LOT 249 | 100,000 |
| 41 | LOT 140 | 100,000 | 61 | LOT 250 | 100,000 |
| 42 | LOT 141 | 100,000 | 62 | LOT 251 | 100,000 |
| 43 | LOT 142 | 100,000 | 63 | LOT 252 | 100,000 |
| 44 | LOT 143 | 100,000 | 64 | LOT 253 | 100,000 |
| 45 | LOT 144 | 100,000 | 65 | LOT 254 | 100,000 |
| 46 | LOT 145 | 100,000 | 66 | LOT 255 | 100,000 |
| 47 | LOT 146 | 100,000 | 67 | LOT 256 | 100,000 |
| 48 | LOT 147 | 100,000 | 68 | LOT 257 | 100,000 |
| 49 | LOT 148 | 100,000 | 69 | LOT 258 | 100,000 |
| 50 | LOT 149 | 100,000 | 70 | LOT 259 | 100,000 |
| 51 | LOT 150 | 100,000 | 71 | LOT 260 | 100,000 |
| 52 | LOT 151 | 100,000 | 72 | LOT 261 | 100,000 |
| 53 | LOT 152 | 100,000 | 73 | LOT 262 | 100,000 |
| 54 | LOT 153 | 100,000 | 74 | LOT 263 | 100,000 |
| 55 | LOT 154 | 100,000 | 75 | LOT 264 | 100,000 |
| 56 | LOT 155 | 100,000 | 76 | LOT 265 | 100,000 |
| 57 | LOT 156 | 100,000 | 77 | LOT 266 | 100,000 |
| 58 | LOT 157 | 100,000 | 78 | LOT 267 | 100,000 |
| 59 | LOT 158 | 100,000 | 79 | LOT 268 | 100,000 |
| 60 | LOT 159 | 100,000 | 80 | LOT 269 | 100,000 |
| 61 | LOT 160 | 100,000 | 81 | LOT 270 | 100,000 |
| 62 | LOT 161 | 100,000 | 82 | LOT 271 | 100,000 |
| 63 | LOT 162 | 100,000 | 83 | LOT 272 | 100,000 |
| 64 | LOT 163 | 100,000 | 84 | LOT 273 | 100,000 |
| 65 | LOT 164 | 100,000 | 85 | LOT 274 | 100,000 |
| 66 | LOT 165 | 100,000 | 86 | LOT 275 | 100,000 |
| 67 | LOT 166 | 100,000 | 87 | LOT 276 | 100,000 |
| 68 | LOT 167 | 100,000 | 88 | LOT 277 | 100,000 |
| 69 | LOT 168 | 100,000 | 89 | LOT 278 | 100,000 |
| 70 | LOT 169 | 100,000 | 90 | LOT 279 | 100,000 |
| 71 | LOT 170 | 100,000 | 91 | LOT 280 | 100,000 |
| 72 | LOT 171 | 100,000 | 92 | LOT 281 | 100,000 |
| 73 | LOT 172 | 100,000 | 93 | LOT 282 | 100,000 |
| 74 | LOT 173 | 100,000 | 94 | LOT 283 | 100,000 |
| 75 | LOT 174 | 100,000 | 95 | LOT 284 | 100,000 |
| 76 | LOT 175 | 100,000 | 96 | LOT 285 | 100,000 |
| 77 | LOT 176 | 100,000 | 97 | LOT 286 | 100,000 |
| 78 | LOT 177 | 100,000 | 98 | LOT 287 | 100,000 |
| 79 | LOT 178 | 100,000 | 99 | LOT 288 | 100,000 |
| 80 | LOT 179 | 100,000 | 100 | LOT 289 | 100,000 |
| 81 | LOT 180 | 100,000 | 101 | LOT 290 | 100,000 |
| 82 | LOT 181 | 100,000 | 102 | LOT 291 | 100,000 |
| 83 | LOT 182 | 100,000 | 103 | LOT 292 | 100,000 |
| 84 | LOT 183 | 100,000 | 104 | LOT 293 | 100,000 |
| 85 | LOT 184 | 100,000 | 105 | LOT 294 | 100,000 |
| 86 | LOT 185 | 100,000 | 106 | LOT 295 | 100,000 |
| 87 | LOT 186 | 100,000 | 107 | LOT 296 | 100,000 |
| 88 | LOT 187 | 100,000 | 108 | LOT 297 | 100,000 |
| 89 | LOT 188 | 100,000 | 109 | LOT 298 | 100,000 |
| 90 | LOT 189 | 100,000 | 110 | LOT 299 | 100,000 |
| 91 | LOT 190 | 100,000 | 111 | LOT 300 | 100,000 |
| 92 | LOT 191 | 100,000 | 112 | LOT 301 | 100,000 |
| 93 | LOT 192 | 100,000 | 113 | LOT 302 | 100,000 |
| 94 | LOT 193 | 100,000 | 114 | LOT 303 | 100,000 |
| 95 | LOT 194 | 100,000 | 115 | LOT 304 | 100,000 |
| 96 | LOT 195 | 100,000 | 116 | LOT 305 | 100,000 |
| 97 | LOT 196 | 100,000 | 117 | LOT 306 | 100,000 |
| 98 | LOT 197 | 100,000 | 118 | LOT 307 | 100,000 |
| 99 | LOT 198 | 100,000 | 119 | LOT 308 | 100,000 |
| 100 | LOT 199 | 100,000 | 120 | LOT 309 | 100,000 |
| 101 | LOT 200 | 100,000 | 121 | LOT 310 | 100,000 |
| 102 | LOT 201 | 100,000 | 122 | LOT 311 | 100,000 |
| 103 | LOT 202 | 100,000 | 123 | LOT 312 | 100,000 |
| 104 | LOT 203 | 100,000 | 124 | LOT 313 | 100,000 |
| 105 | LOT 204 | 100,000 | 125 | LOT 314 | 100,000 |
| 106 | LOT 205 | 100,000 | 126 | LOT 315 | 100,000 |
| 107 | LOT 206 | 100,000 | 127 | LOT 316 | 100,000 |
| 108 | LOT 207 | 100,000 | 128 | LOT 317 | 100,000 |
| 109 | LOT 208 | 100,000 | 129 | LOT 318 | 100,000 |
| 110 | LOT 209 | 100,000 | 130 | LOT 319 | 100,000 |
| 111 | LOT 210 | 100,000 | 131 | LOT 320 | 100,000 |
| 112 | LOT 211 | 100,000 | 132 | LOT 321 | 100,000 |
| 113 | LOT 212 | 100,000 | 133 | LOT 322 | 100,000 |
| 114 | LOT 213 | 100,000 | 134 | LOT 323 | 100,000 |
| 115 | LOT 214 | 100,000 | 135 | LOT 324 | 100,000 |
| 116 | LOT 215 | 100,000 | 136 | LOT 325 | 100,000 |
| 117 | LOT 216 | 100,000 | 137 | LOT 326 | 100,000 |
| 118 | LOT 217 | 100,000 | 138 | LOT 327 | 100,000 |
| 119 | LOT 218 | 100,000 | 139 | LOT 328 | 100,000 |
| 120 | LOT 219 | 100,000 | 140 | LOT 329 | 100,000 |
| 121 | LOT 220 | 100,000 | 141 | LOT 330 | 100,000 |
| 122 | LOT 221 | 100,000 | 142 | LOT 331 | 100,000 |
| 123 | LOT 222 | 100,000 | 143 | LOT 332 | 100,000 |
| 124 | LOT 223 | 100,000 | 144 | LOT 333 | 100,000 |
| 125 | LOT 224 | 100,000 | 145 | LOT 334 | 100,000 |
| 126 | LOT 225 | 100,000 | 146 | LOT 335 | 100,000 |
| 127 | LOT 226 | 100,000 | 147 | LOT 336 | 100,000 |
| 128 | LOT 227 | 100,000 | 148 | LOT 337 | 100,000 |
| 129 | LOT 228 | 100,000 | 149 | LOT 338 | 100,000 |
| 130 | LOT 229 | 100,000 | 150 | LOT 339 | 100,000 |
| 131 | LOT 230 | 100,000 | 151 | LOT 340 | 100,000 |
| 132 | LOT 231 | 100,000 | 152 | LOT 341 | 100,000 |
| 133 | LOT 232 | 100,000 | 153 | LOT 342 | 100,000 |
| 134 | LOT 233 | 100,000 | 154 | LOT 343 | 100,000 |
| 135 | LOT 234 | 100,000 | 155 | LOT 344 | 100,000 |
| 136 | LOT 235 | 100,000 | 156 | LOT 345 | 100,000 |
| 137 | LOT 236 | 100,000 | 157 | LOT 346 | 100,000 |
| 138 | LOT 237 | 100,000 | 158 | LOT 347 | 100,000 |
| 139 | LOT 238 | 100,000 | 159 | LOT 348 | 100,000 |
| 140 | LOT 239 | 100,000 | 160 | LOT 349 | 100,000 |
| 141 | LOT 240 | 100,000 | 161 | LOT 350 | 100,000 |
| 142 | LOT 241 | 100,000 | 162 | LOT 351 | 100,000 |
| 143 | LOT 242 | 100,000 | 163 | LOT 352 | 100,000 |
| 144 | LOT 243 | 100,000 | 164 | LOT 353 | 100,000 |
| 145 | LOT 244 | 100,000 | 165 | LOT 354 | 100,000 |
| 146 | LOT 245 | 100,000 | 166 | LOT 355 | 100,000 |
| 147 | LOT 246 | 100,000 | 167 | LOT 356 | 100,000 |
| 148 | LOT 247 | 100,000 | 168 | LOT 357 | 100,000 |
| 149 | LOT 248 | 100,000 | 169 | LOT 358 | 100,000 |
| 150 | LOT 249 | 100,000 | 170 | LOT 359 | 100,000 |
| 151 | LOT 250 | 100,000 | 171 | LOT 360 | 100,000 |
| 152 | LOT 251 | 100,000 | 172 | LOT 361 | 100,000 |
| 153 | LOT 252 | 100,000 | 173 | LOT 362 | 100,000 |
| 154 | LOT 253 | 100,000 | 174 | LOT 363 | 100,000 |
| 155 | LOT 254 | 100,000 | 175 | LOT 364 | 100,000 |
| 156 | LOT 255 | 100,000 | 176 | LOT 365 | 100,000 |
| 157 | LOT 256 | 100,000 | 177 | LOT 366 | 100,000 |
| 158 | LOT 257 | 100,000 | 178 | LOT 367 | 100,000 |
| 159 | LOT 258 | 100,000 | 179 | LOT 368 | 100,000 |
| 160 | LOT 259 | 100,000 | 180 | LOT 369 | 100,000 |
| 161 | LOT 260 | 100,000 | 181 | LOT 370 | 100,000 |
| 162 | LOT 261 | 100,000 | 182 | LOT 371 | 100,000 |
| 163 | LOT 262 | 100,000 | 183 | LOT 372 | 100,000 |
| 164 | LOT 263 | 100,000 | 184 | LOT 373 | 100,000 |
| 165 | LOT 264 | 100,000 | 185 | LOT 374 | 100,000 |
| 166 | LOT 265 | 100,000 | 186 | LOT 375 | 100,000 |
| 167 | LOT 266 | 100,000 | 187 | LOT 376 | 100,000 |
| 168 | LOT 267 | 100,000 | 188 | LOT 377 | 100,000 |
| 169 | LOT 268 | 100,000 | 189 | LOT 378 | 100,000 |
| 170 | LOT 269 | 100,000 | 190 | LOT 379 | 100,000 |
| 171 | LOT 270 | 100,000 | 191 | LOT 380 | 100,000 |
| 172 | LOT 271 | 100,000 | 192 | LOT 381 | 100,000 |
| 173 | LOT 272 | 100,000 | 193 | LOT 382 | 100,000 |
| 174 | LOT 273 | 100,000 | 194 | LOT 383 | 100,000 |
| 175 | LOT 274 | 100,000 | 195 | LOT 384 | 100,000 |
| 176 | LOT 275 | 100,000 | 196 | LOT 385 | 100,000 |
| 177 | LOT 276 | 100,000 | 197 | LOT 386 | 100,000 |
| 178 | LOT 277 | 100,000 | 198 | LOT 387 | 100,000 |
| 179 | LOT 278 | 100,000 | 199 | LOT 388 | 100,000 |
| 180 | LOT 279 | 100,000 | 200 | LOT 389 | 100,000 |
| 181 | LOT 280 | 100,000 | 201 | LOT 390 | 100,000 |
| 182 | LOT 281 | 100,000 | 202 | LOT 391 | 100,000 |
| 183 | LOT 282 | 100,000 | 203 | LOT 392 | 100,000 |
| 184 | LOT 283 | 100,000 | 204 | LOT 393 | 100,000 |
| 185 | LOT 284 | 100,000 | 205 | LOT 394 | 100,000 |
| 186 | LOT 285 | 100,000 | 206 | LOT 395 | 100,000 |
| 187 | LOT 286 | 100,000 | 207 | LOT 396 | 100,000 |
| 188 | LOT 287 | 100,000 | 208 | LOT 397 | 100,000 |
| 189 | LOT 288 | 100,000 | 209 | LOT 398 | 100,000 |
| 190 | LOT 289 | 100,000 | 210 | LOT 399 | 100,000 |
| 191 | LOT 290 | 100,000 | 211 | LOT 400 | 100,000 |
| 192 | LOT 291 | 100,000 | 212 | LOT 401 | 100,000 |
| 193 | LOT 292 | 100,000 | 213 | LOT 402 | 100,000 |
| 194 | LOT 293 | 100,000 | 214 | LOT 403 | 100,000 |
| 195 | LOT 294 | 100,000 | 215 | LOT 404 | 100,000 |
| 196 | LOT 295 | | | | |

| Year | Satisfied (%) | Dissatisfied (%) |
|------|---------------|------------------|
| 1964 | 60 | 39 |
| 1965 | 55 | 44 |
| 1966 | 50 | 49 |
| 1967 | 45 | 54 |
| 1968 | 40 | 59 |

[illegible]

THE PROPERTY OWNER'S ASSOCIATION IS RESPONSIBLE FOR THE MAINTENANCE OF THE LANDSCAPE LOCATED IN THE MEDIANS, THE RIGHT-OF-WAY, AND THE COMMON AREAS.

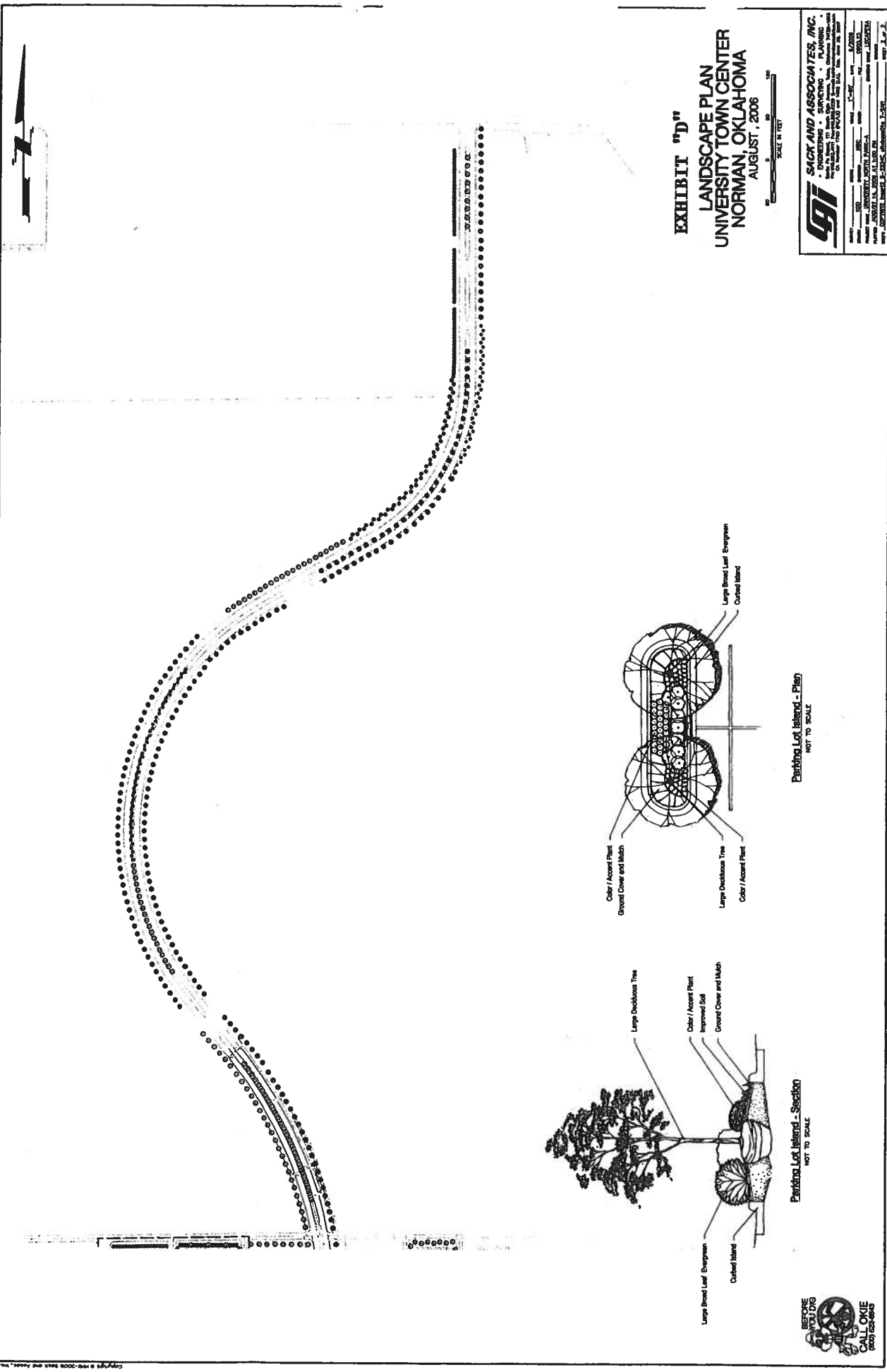


EXHIBIT "D"
LANDSCAPE PLAN
UNIVERSITY TOWN CENTER
NORMAN, OKLAHOMA
AUGUST, 2006

SCALE IN FEET
 0 20 40 60 80 100

SACK AND ASSOCIATES, INC.
 • ENGINEERING • SURVEYING • PLANNING
 1000 N. UNIVERSITY AVENUE, SUITE 100
 NORMAN, OKLAHOMA 73069-5000
 PHONE: (405) 822-4000
 FAX: (405) 822-4001
 WWW: WWW.SACKANDASSOCIATES.COM

| | |
|-------------|------------------------|
| PROJECT | UNIVERSITY TOWN CENTER |
| DATE | AUGUST 2006 |
| BY | J. SACK |
| CHECKED BY | J. SACK |
| APPROVED BY | J. SACK |

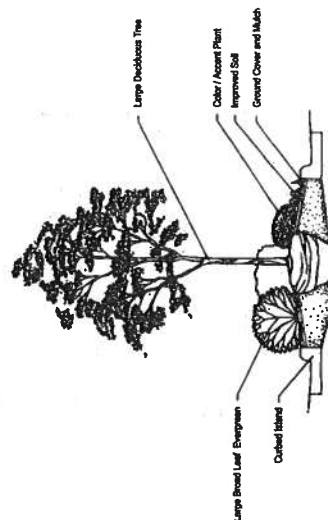
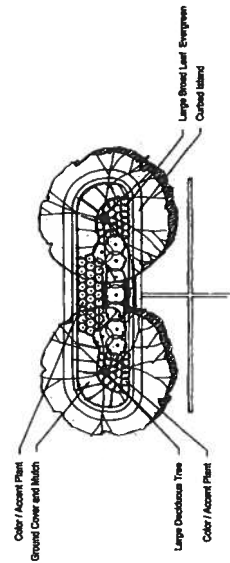


EXHIBIT "E"

REVISED DRAINAGE/DETENTION PLAN

DATED AUGUST 14, 2006

AND REVISED SEPTEMBER 22, 2006

**ON FILE FOR REVIEW IN THE
PUBLIC WORKS DEPARTMENT**

MASTER SIGNAGE CONCEPT PLAN
EXHIBIT " F-1 "
Ground and Wall Sign Criteria for University Town Center
Norman, Oklahoma

GENERAL INFORMATION

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

Ground Signs

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

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

Categories

I-35 Ground signs

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

35-30

EXHIBIT "F-1"**24th Avenue NW Ground Signs**

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

Outparcel 'monument style' Ground Signs

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

Directional and informational signs

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

Wall Signs

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

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

Revised 8-18-06 by Little

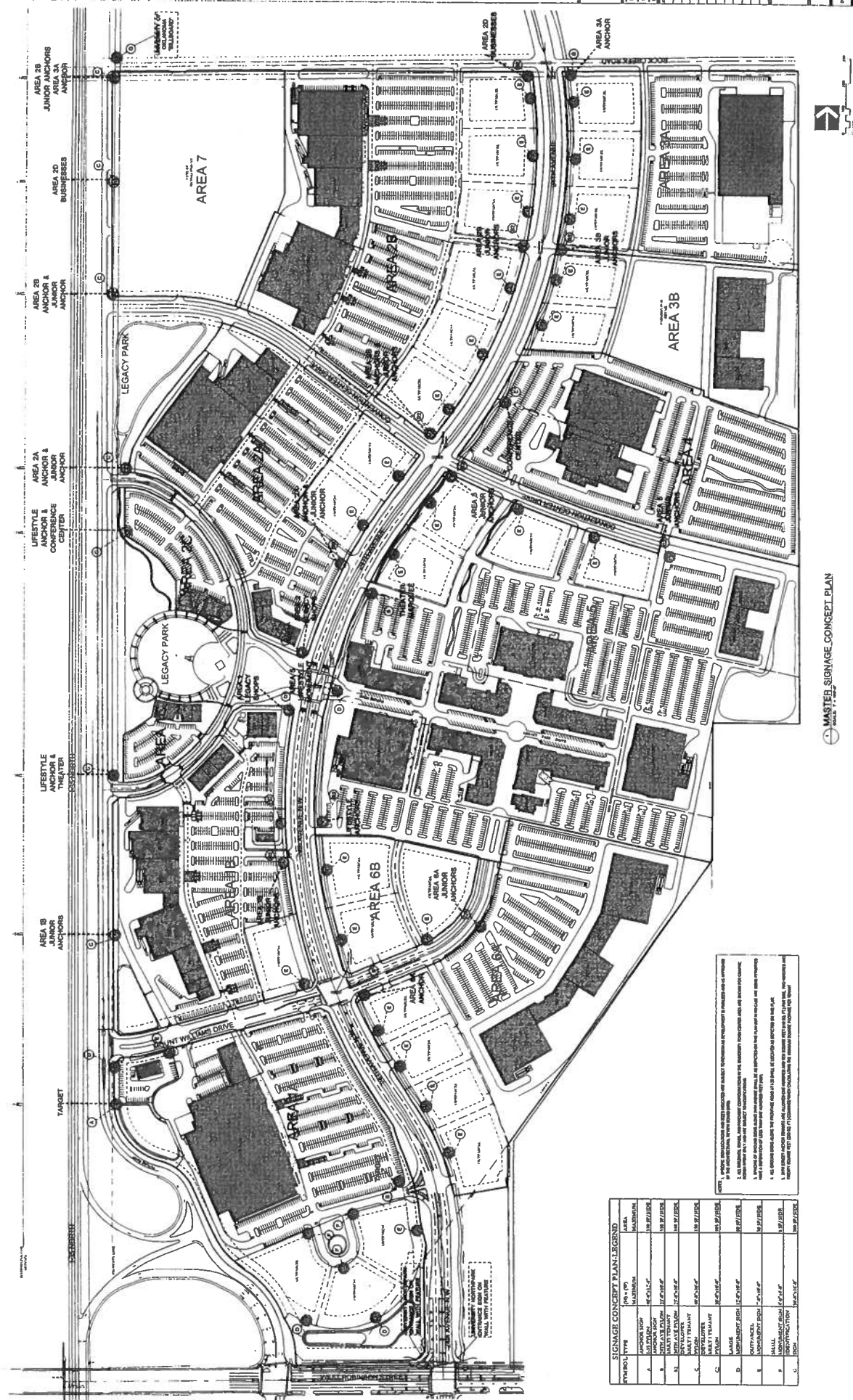
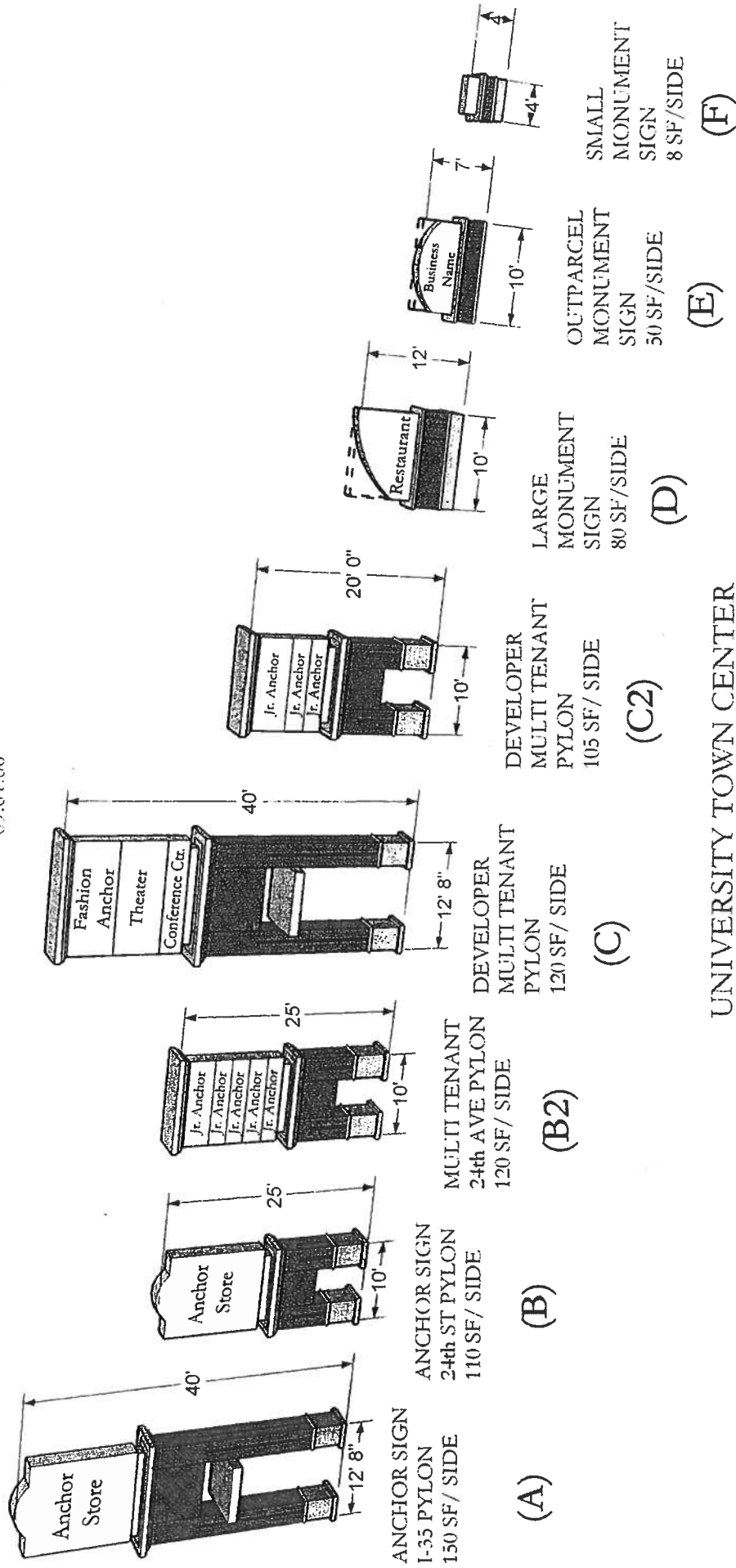


EXHIBIT "F-2"

FREESTANDING (GROUND) SIGNS

ILLUSTRATION

09.01.06



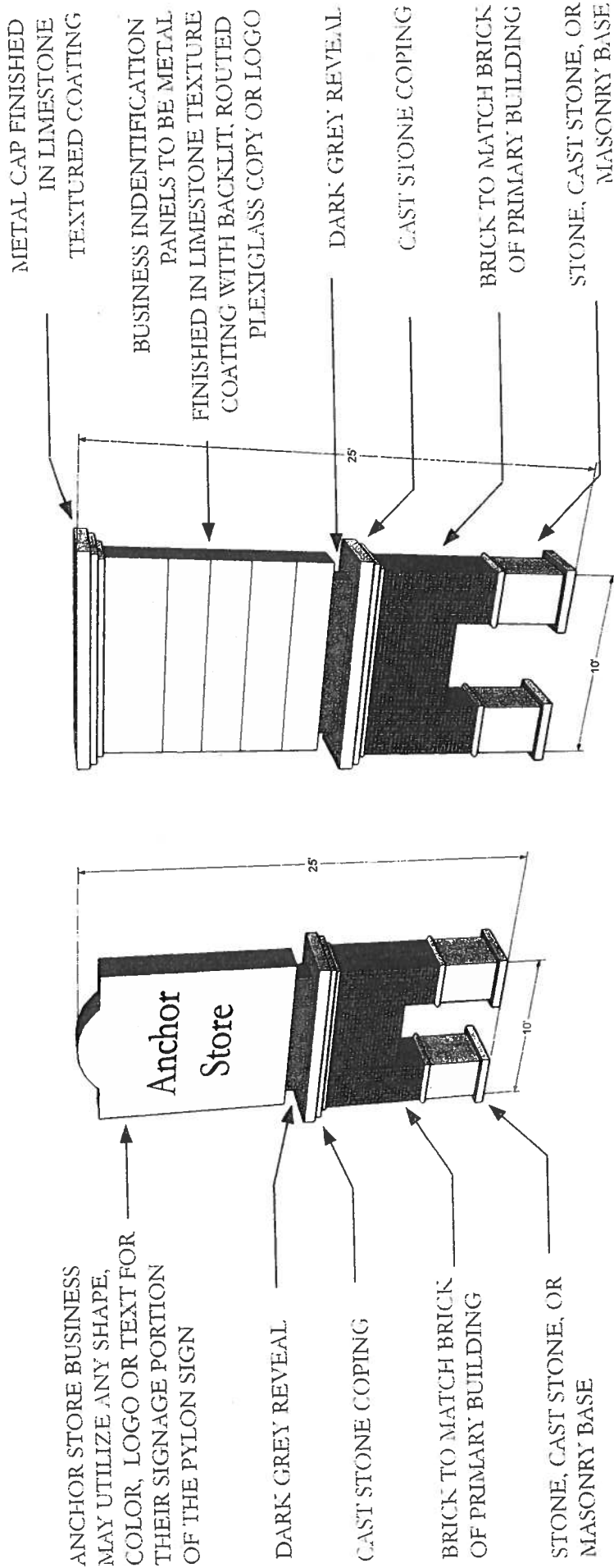
UNIVERSITY TOWN CENTER
AT
UNIVERSITY NORTH PARK
NORMAN, OKLAHOMA

EXHIBIT "F-3"

TYPICAL PYLON SIGN

MATERIALS

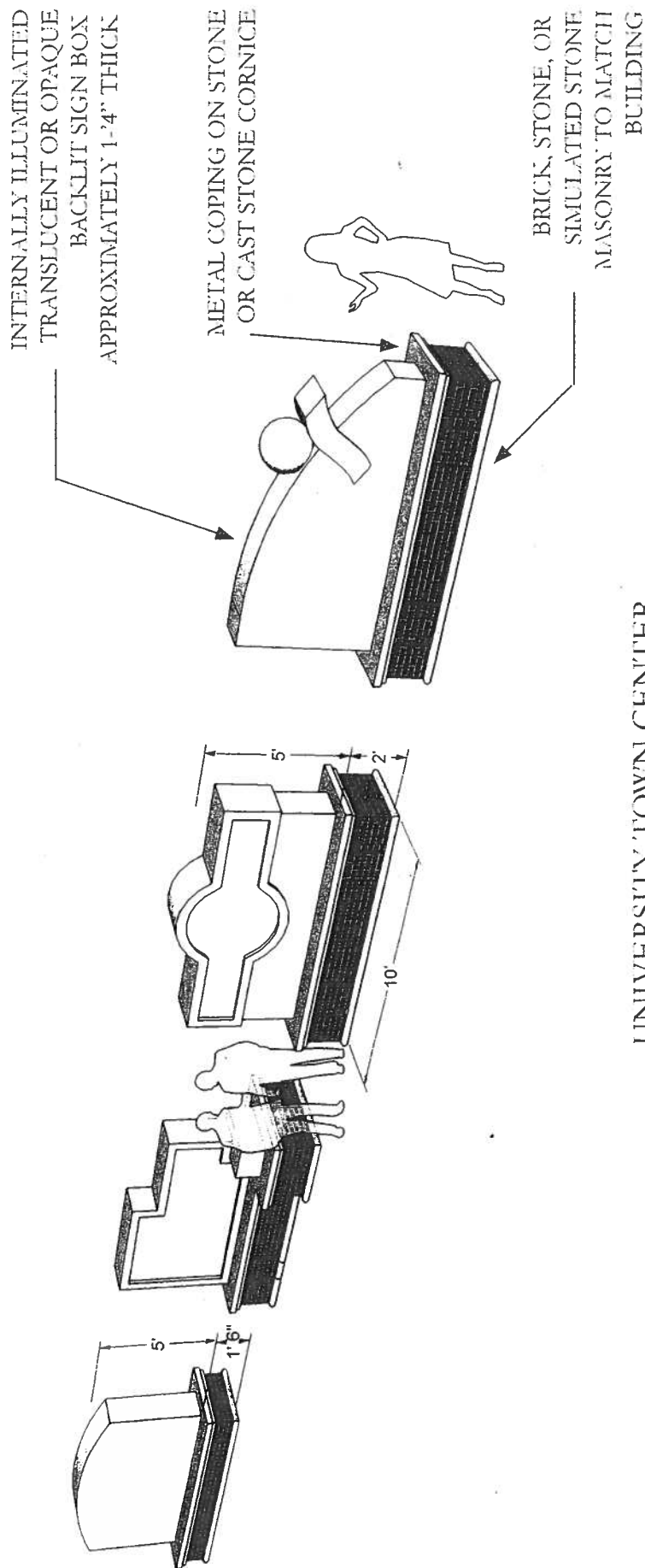
08.11.06



UNIVERSITY TOWN CENTER
AT
UNIVERSITY NORTH PARK
NORMAN, OKLAHOMA

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

08.11.06



UNIVERSITY TOWN CENTER
AT
UNIVERSITY NORTH PARK
NORMAN, OKLAHOMA

EXHIBIT G**LEGAL DESCRIPTION****UNIVERSITYNORTH PARK
(SDA-1)
PURCHASE TRACT**

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

COMMENCING at the northwest corner of said Section 13;

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

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

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

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

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

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

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

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

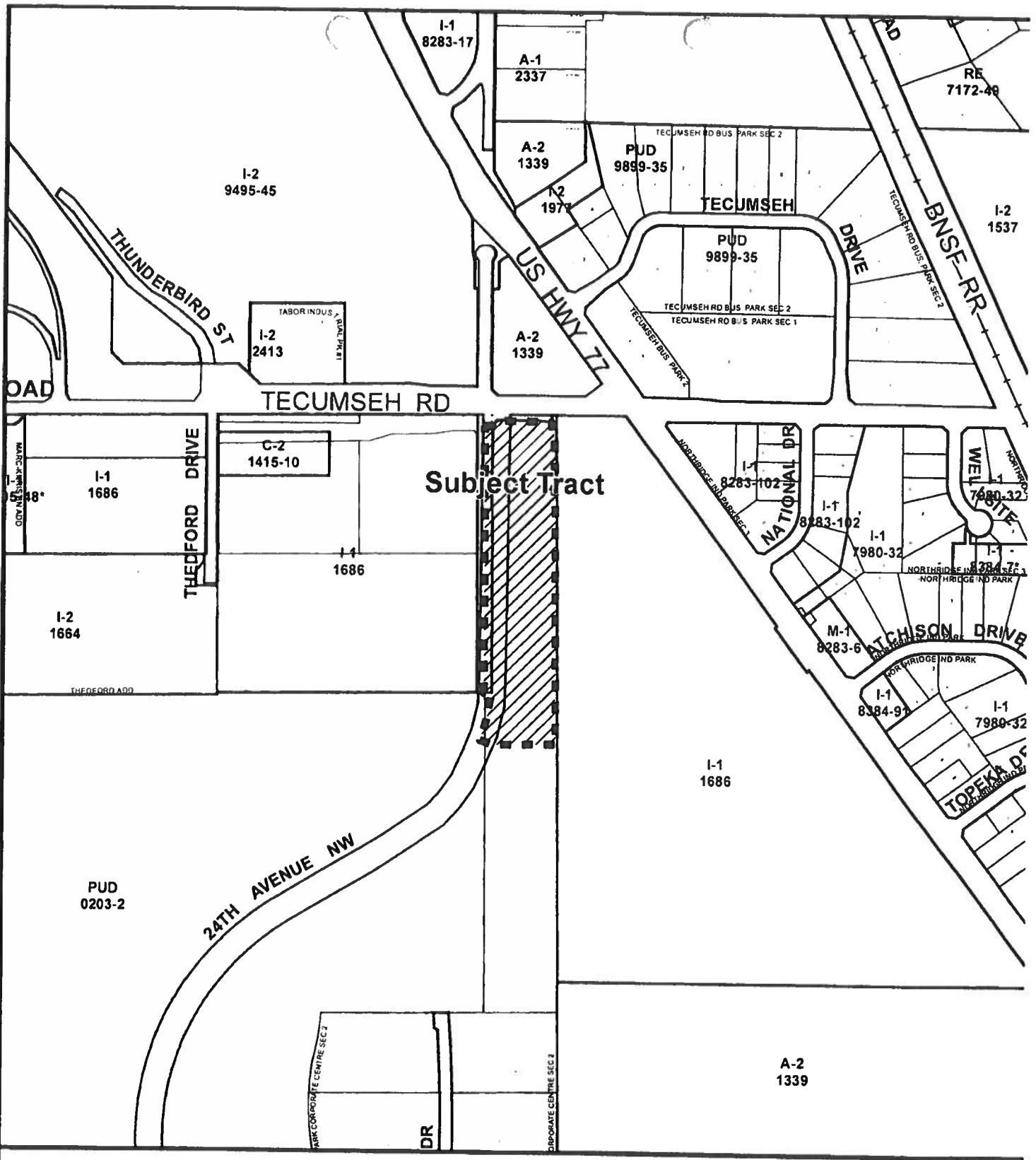
THENCE South 89°15'36" West a distance of 32.66 feet to a point on the common line between said Sections 13 and 14;

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

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

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

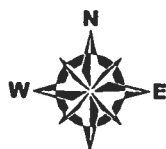
G-1



Location Map



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



May 12, 2015

0 300 600 Ft.

 Subject Tract
 Zoning

O-1516-24, to allow: 1) Bar, Lounge, or Tavern;
2) Live Entertainment Venue; 3) Mixed Building



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



November 25, 2015

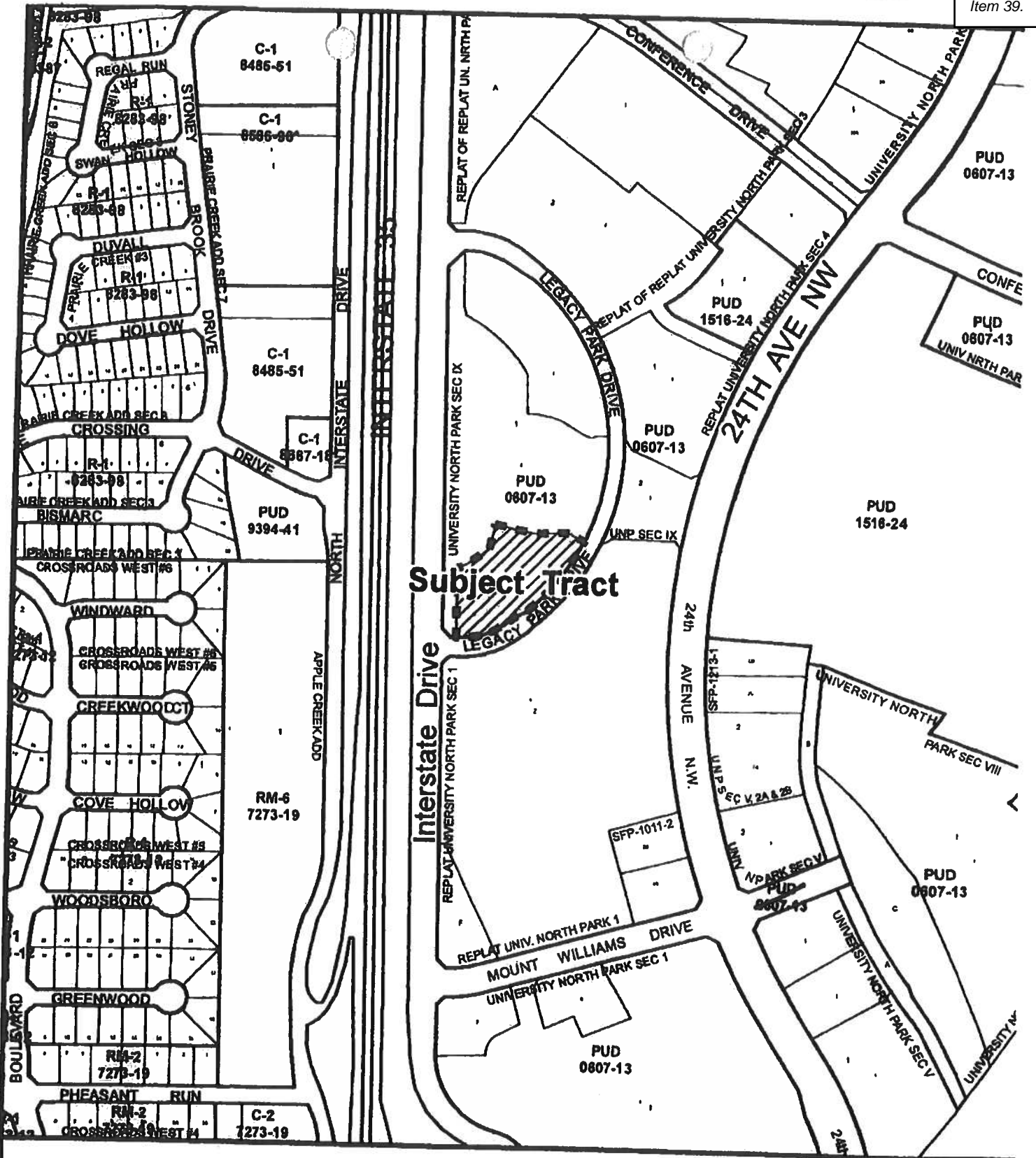
0 350 700 Ft.



Subject Tract



Zoning



Location Map

EXHIBIT I

September 11, 2018

0 210 420 Ft.

 Subject Tract
 Zoning

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.

EXHIBIT J**PUD AREA DESCRIPTION**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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



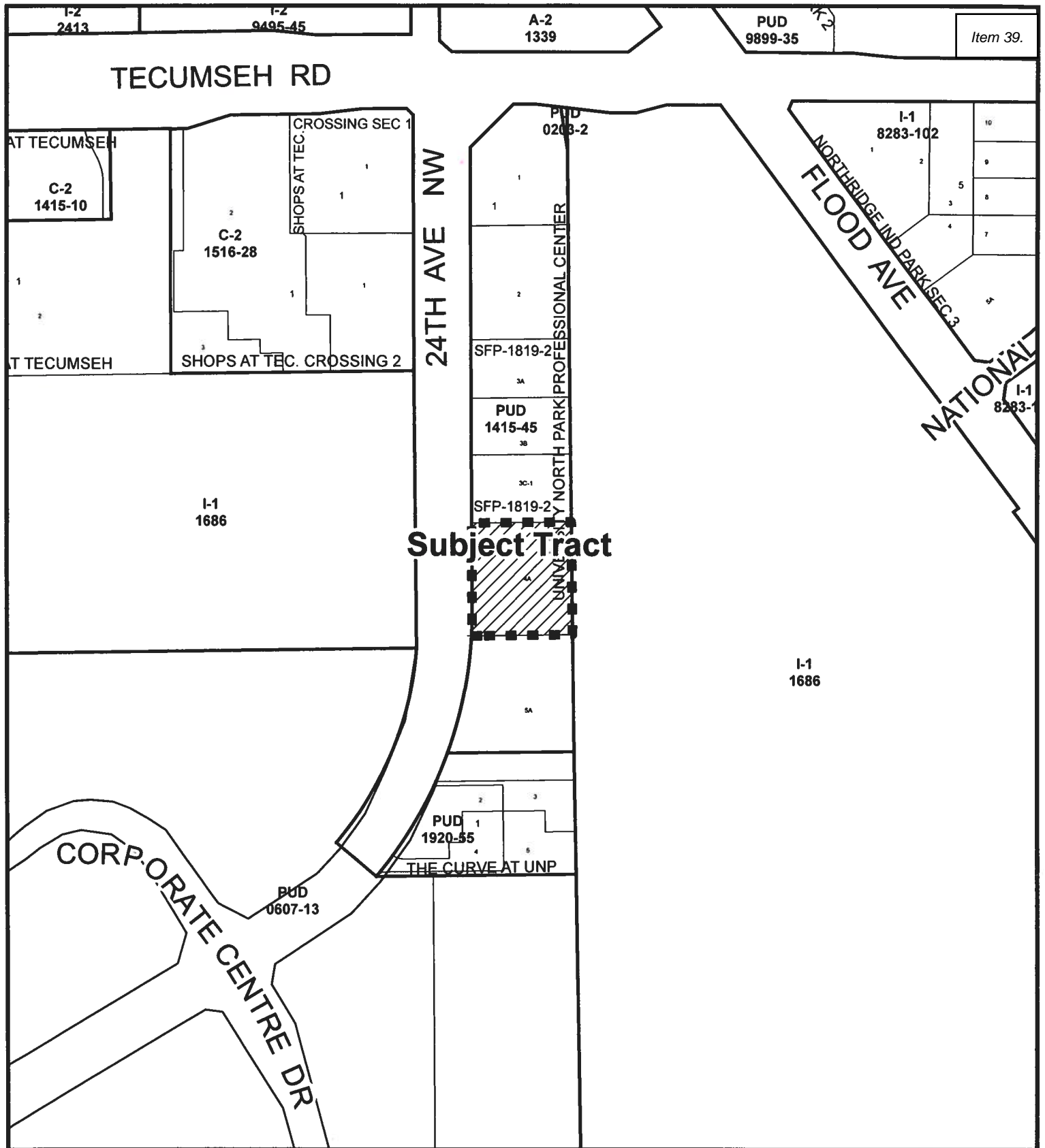



Exhibit 'K'



October 14, 2021

0 150 300 Ft.

 Subject Tract
 Zoning

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.

EXHIBIT L**University North Park Professional Center****Lot 4A Block 1**

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

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

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

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

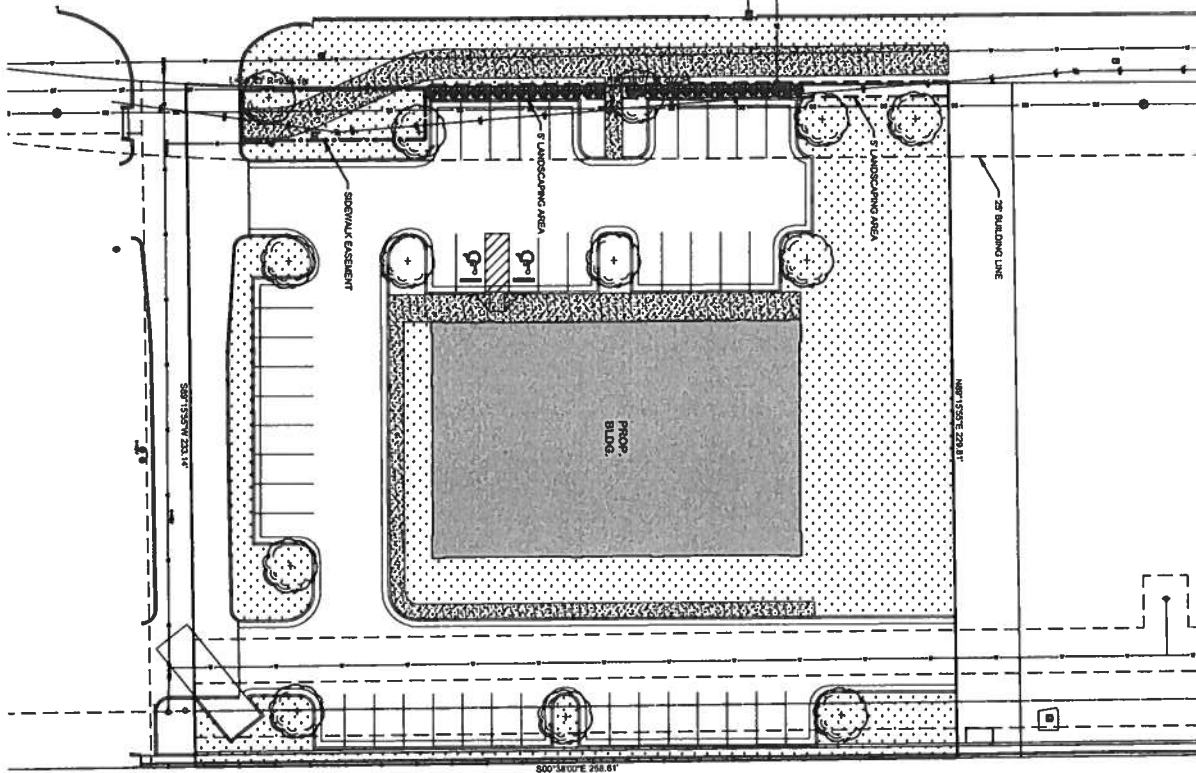
THENCE North 89°15'55" East, parallel with and 21.64 feet South of the North line of said Lot 4, a distance of 229.81 feet to a point on the East line of said Lot 4;

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

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




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

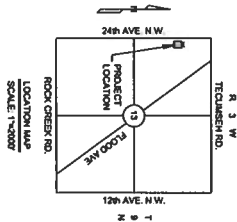
24th AVENUE NW
(NORTHBOUND)

[illegible]

LANDSCAPING NOTES

1. ALL PLANTS TO HAVE MINIMUM 7" SHEARED HANDWOOD SLASH.
 2. PROTECT ANY EXISTING PLANT MATERIALS FROM DAMAGE DURING CONSTRUCTION.
- THE LANDSCAPE CONTRACTOR SHALL BE RESPONSIBLE FOR PROVIDING AN IRRIGATION SYSTEM WHICH MEETS THE FOLLOWING CRITERIA:
- A. THE IRRIGATION SYSTEM SHALL BE DESIGNED TO COVER THE ENTIRE GROUND COVERED BY AN IRRIGATION SYSTEM WHICH MEETS THE FOLLOWING CRITERIA.
 - B. THE IRRIGATION SYSTEM SHALL BE A RECESSED-SYSTEM.
- C. PROPOSED LANDSCAPE WILL NOT INTERFERE WITH OPERATION OF UNDERGROUND UTILITIES. CONNECTIONS MUST VERIFY LOCATIONS OF ALL OVERHEAD & UNDERGROUND UTILITIES PRIOR TO COMMENCEMENT OF WORK. CONTRACTOR'S OBLIGATION IS TO MAINTAIN EXISTING UTILITIES AND TO REPORT LOCATION OF THE LANDSCAPE AND IRRIGATION IMPROVEMENTS AND IS RESPONSIBLE FOR REPAIR/REPLACEMENT A CONNECTIONS WITHIN ONE YEAR OF COMPLETION OF THE PROJECT.
- D. THE CONTRACTOR SHALL COORDINATE WITH OTHERS WITH OVERHEAD OR UNDERGROUND UTILITIES.
- E. PLAYERS WITHIN 10 FEET OF AN UNDERGROUND UTILITY SERVICE SHALL BE REQUIRED TO UTILIZE A ROOT BARRIER. THE CONTRACTOR SHALL BE RESPONSIBLE FOR THE ROOT BARRIER IN ORDER TO PREVENT DAMAGE TO UNDERGROUND UTILITIES.

| LANDSCAPING | | | |
|---|-------------------|------------------|------|
| KEY | COMMON NAME | SIZE | QTY. |
|  | 1/2" Caliper Tree | 8 foot tall min. | 13 |
|  | Shrubs | | 32 |
|  | Turf Grass | | |



ONE CALL UTILITY LOCATION NUMBER
848-6032
1-800-427-6643

This number is to be used for information on the location of all underground utilities. Consult the number and other numbers provided in this phone book to any restrictions.

THE LEARNING CENTER

THE LEARNING CENTER
NORMAN, CLEVELAND COUNTY, OKLAHOMA
EXHIBIT L - SITE PLAN



Johnson & Associates
1 E. Sheridan Ave., Suite 200
Oklahoma City, OK 73104
(405) 736 0075 FAX (405) 236 8670 www.john-j.com
Certificate of Accreditation #1484 Exp. Date 06-26-2003

[illegible]

**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

NOVEMBER 18, 2021

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

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

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

MEMBERS ABSENT

Nouman Jan
Lark Zink
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Todd McLellan, Development Engineer
Beth Muckala, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

Item No. 5, being:

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

ITEMS SUBMITTED FOR THE RECORD:

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

PRESENTATION BY STAFF:

1. Ms. Jane Hudson presented the staff report.

PRESENTATION BY THE APPLICANT:

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

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

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

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

| | |
|----------------|--|
| YEAS | Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Sandy Bahan, Michael Jablonski |
| NAYES | None |
| MEMBERS ABSENT | Nouman Jan, Dave Boeck, Lark Zink |

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

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: 01/18/2022

REQUESTER: WH Normandy Creek, L.P.

PRESENTER: Jane Hudson, Director of Planning & Community Development

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

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

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

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.

3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.
6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

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

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

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

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

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

OTHER AGENCY COMMENTS:

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

PREDEVELOPMENT: PD21-32, October 28, 2021

No neighbors attended this meeting.

CONCLUSION:

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

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

O-2122-24

AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO GRANT SPECIAL USE FOR A BAR, LOUNGE OR TAVERN IN THE C-2, GENERAL COMMERCIAL DISTRICT FOR LOT THREE (3), OF BLOCK ONE (1), OF JENNINGS ESTATES NO. 1 ADDITION, A REPLAT OF PART OF BLOCK 1, OF JENNINGS ESTATES NO. 1 ADDITION, TO THE CITY OF NORMAN, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (2224 West Main Street, Suite 2262)

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

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

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

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

Ordinance No. O-2122-24

Page 2

§ 5. Further, pursuant to the provisions of Section 22:434.1 of the Code of the City of Norman, as amended, the following conditions are hereby attached to the zoning of the tract:

a. The site shall be developed in accordance with the Site Plan, and supporting documentation submitted by the applicant and approved by the Planning Commission on November 18, 2021.

§ 6. 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

NOT ADOPTED this _____ day of

_____, 2022.

_____, 2022.

(Mayor)

(Mayor)

ATTEST:

(City Clerk)

ORDINANCE NO. O-2122-24

ITEM NO. 6

STAFF REPORT**GENERAL INFORMATION**

| | |
|---------------------------|--|
| APPLICANT | WH Normandy Creek, L.P. |
| REQUESTED ACTION | Special Use for a Bar, Lounge or Tavern |
| EXISTING ZONING | C-2, General Commercial District |
| SURROUNDING ZONING | North: C-2, General Commercial District East: RM-6, Medium Density Apartment District South: C-2, General Commercial District West: C-2, General Commercial District and R-1, Single Family Dwelling District |
| LOCATION | 2224 West Main Street, Suite 2262 |
| SIZE | 11,000 square feet (see site plan) |
| PURPOSE | Sports Bar and Grill |
| EXISTING LAND USE | Shopping Center with a vacant suite |
| SURROUNDING LAND USE | North: Commercial East: Multi-Family Residential South: Vacant West: Single-family and Commercial |
| LAND USE PLAN DESIGNATION | Commercial |

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

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

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

ZONING ORDINANCE CITATION: A Special Use request shall be reviewed and evaluated on the following criteria according to the Zoning Ordinance 22:434.1, Special Uses:

1. Conformance with applicable regulations and standards established by the Zoning Regulations.
2. Compatibility with existing or permitted uses on abutting sites, in terms of building height, bulk and scale, setbacks and open spaces, landscaping and site development, and access and circulation features.
3. Potentially unfavorable effects or impacts on other existing or permitted uses on abutting sites, to the extent such impacts exceed those which reasonably may result from use of the site by a permitted use. (NOTE: Throughout this Section, "Permitted Use" means any use authorized as a matter of right under the applicable zoning district.)
4. Modifications to the site plan which would result in increased compatibility, or would mitigate potentially unfavorable impacts, or would be necessary to conform to applicable regulations and standards and to protect the public health, safety, morals, and general welfare.
5. Safety and convenience of vehicular and pedestrian circulation in the vicinity, including traffic reasonably expected to be generated by the proposed "Special Use" and other uses authorized and anticipated in the area, considering existing zoning and land uses in the area.
6. That any conditions applicable to approval are the minimum necessary to minimize potentially unfavorable impacts on nearby uses and to ensure compatibility of the proposed "Special Use" with existing or permitted uses in the surrounding area.

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

ANALYSIS:

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

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

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

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

OTHER AGENCY COMMENTS:

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

PREDEVELOPMENT: PD21-32, October 28, 2021

No neighbors attended this meeting.

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

Applicant: WH Normandy Creek, L.P.

Project Location: 2224 W. Main Street

Case Number: PD21-32

Time: 5:30 p.m.

Applicant/Representative

David Hartnack, Representative

Attendees

No neighbors attended.

City Staff

Logan Hubble, Planner I

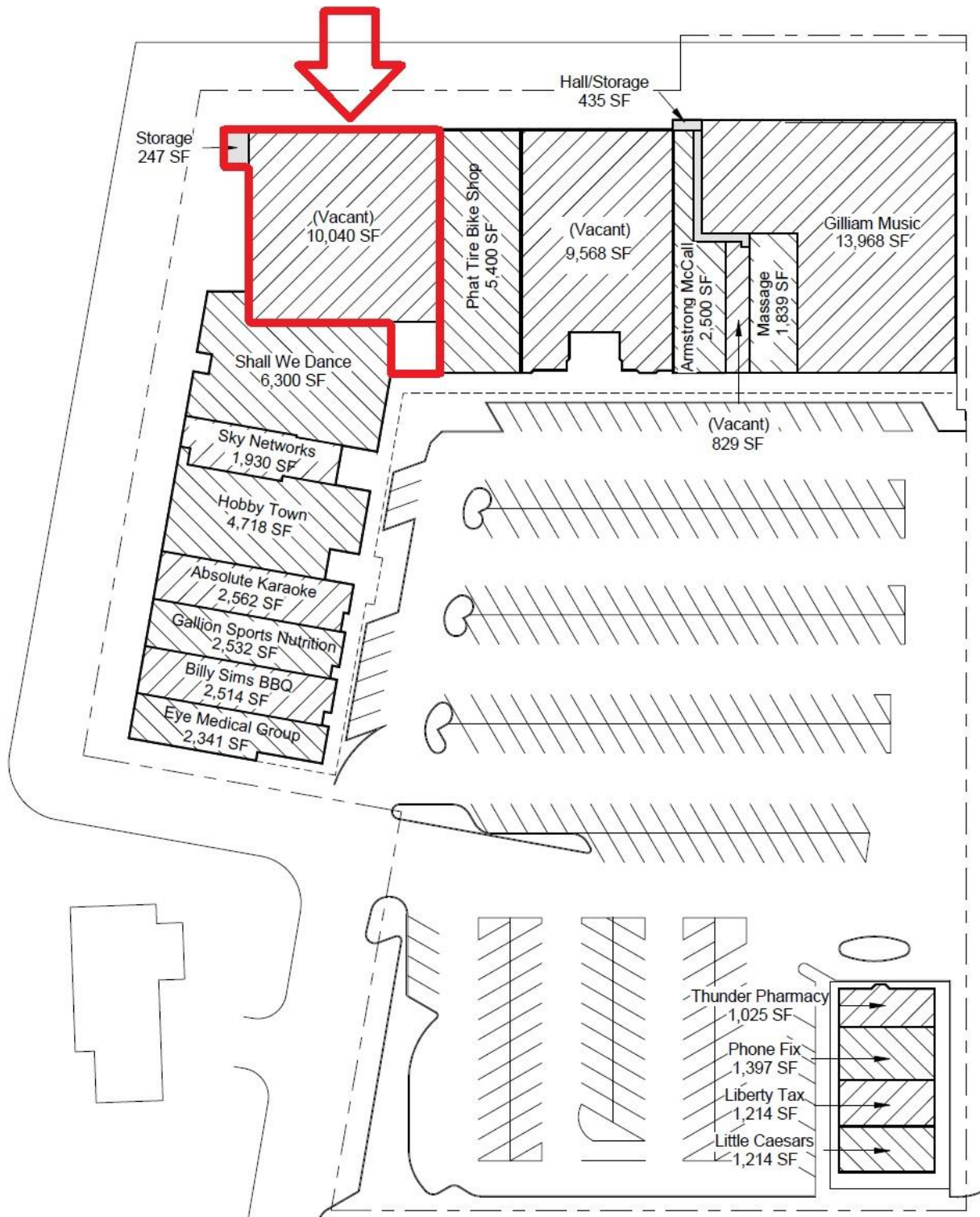
Beth Muckala, Assistant City Attorney

Application Summary

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

Neighbor's Comments/Concerns/Responses

No neighbors attended this meeting.



**NORMAN PLANNING COMMISSION
REGULAR SESSION MINUTES**

NOVEMBER 18, 2021

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

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

Chair Erica Bird called the meeting to order at 6:30 p.m.

* * *

ROLL CALL

MEMBERS PRESENT

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

MEMBERS ABSENT

Nouman Jan
Lark Zink
Dave Boeck

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &
Community Development
Lora Hoggatt, Planning Services Manager
Logan Hubble, Planner I
Roné Tromble, Recording Secretary
Ken Danner, Subdivision Development
Manager
Todd McLellan, Development Engineer
Beth Muckala, Asst. City Attorney
Jami Short, Traffic Engineer
Bryce Holland, Multimedia Specialist

* * *

Item No. 6, being:

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

ITEMS SUBMITTED FOR THE RECORD:

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

PRESENTATION BY STAFF:

1. Mr. Logan Hubble presented the staff report.

PRESENTATION BY THE APPLICANT:

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

AUDIENCE PARTICIPATION:

None

DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

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

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

| | |
|----------------|--|
| YEAS | Erin Williford, Kevan Parker, Steven McDaniel, Erica Bird, Sandy Bahan, Michael Jablonski |
| NAYES | None |
| MEMBERS ABSENT | Nouman Jan, Dave Boeck, Lark Zink |

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

File Attachments for Item:

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



CITY OF NORMAN, OK STAFF REPORT

MEETING DATE: December 14, 2021

REQUESTER: Todd McLellan, Development Engineer

PRESENTER: Shawn O'Leary, Director of Public Works

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

BACKGROUND:

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

DISCUSSION:

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

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

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

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

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

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

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

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

The proposed revisions are listed in the attached ordinance.

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

RECOMMENDATION:

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

Reviewed by: Scott Sturtz, City Engineer
Shawn O'Leary, Director of Public Works
Jane Hudson, Director of Planning and Community Development
Beth Muckala, Assistant City Attorney III
Darrel Pyle, City Manager

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

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

§ 1. That, Section 429.1(4) of Chapter 22 of the Code of the City of Norman be amended as follows:

4. Flood Hazard District Land Uses.

* * * *

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

* * * *

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

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

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

*

*

*

*

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

*

*

*

*

§ 2. 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)

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

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

§ 1. That, Section 429.1(4) of Chapter 22 of the Code of the City of Norman be amended as follows:

4. Flood Hazard District Land Uses.

* * * *

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

* * * *

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

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

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

*

*

*

*

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

*

*

*

*

§ 2. 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)