



# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, March 08, 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 SPECIAL SESSION MINUTES OF NOVEMBER 9, 2021  
CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 16, 2021  
CITY COUNCIL MINUTES OF JANUARY 25, 2022  
NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 25, 2022  
NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 25, 2022  
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JANUARY 25, 2022

## **AWARDS AND PRESENTATIONS**

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-99: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AWARDING THE 2021 CITY OF NORMAN HUMAN RIGHTS AWARD, IN CONJUNCTION WITH THE NORMAN HUMAN RIGHTS COMMISSION.

## **PROCLAMATIONS**

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-26: A PROCLAMATION OF THE MAYOR OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH, 2022, AS WOMEN'S HISTORY MONTH IN THE CITY OF NORMAN.
4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-27: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH AS AMERICAN RED CROSS 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 5 through Item 30 be placed on the consent docket.

### **First Reading Ordinance**

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-36 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 BAR, LOUNGE OR TAVERN, AND A SPECIAL USE FOR A MIXED BUILDING, IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOT THREE (3), BLOCK FOURTEEN (14), NORMAN ORIGINAL TOWNSITE, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (205 EAST MAIN STREET)
6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-40 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-107(B) OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN INCREASING WATER LINE CONNECTION CHARGES; AND PROVIDING FOR THE SEVERABILITY THEREOF.



## **Easement**

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-32: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM PLAZA INN, INC., IN THE AMOUNT OF \$32,404 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.
8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-33: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM PLAZA INN, INC., IN THE AMOUNT OF \$533 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.
9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-34: A TEMPORARY CONSTRUCTION EASEMENT FROM PLAZA INN, INC., IN THE AMOUNT OF \$5,068 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.
10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-35: A TEMPORARY CONSTRUCTION EASEMENT DONATED BY EDO, L.L.C., FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.
11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-36: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM THE JESSIE M. VAUGHAN 2003 REVOCABLE TRUST IN THE AMOUNT OF \$500 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.
12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-37: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM PHYSICIANS & SURGEONS MEDICAL, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$5,725 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

## **Certificate of Survey**

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-9 AND A VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR TRACT 8 FOR OAK HILL RANCH AND EASEMENT E-2122-31. (LOCATED AT THE INTERSECTION OF 108TH AVENUE S.E. AND ETOWAH ROAD)

## **Contracts**

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-18: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NELSON\NYGAARD CONSULTING ASSOCIATES, INC., INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$16,952 FOR A REVISED CONTRACT AMOUNT OF \$166,952 TO AMEND THE TRANSIT LONG RANGE PLAN (GO NORMAN TRANSIT PLAN) TO REFLECT THE PROPOSED LOCATION OF THE NEW TRANSIT CENTER AND CONDUCT ADDITIONAL ANALYSES RELATED TO TRANSIT CENTER OPERATIONS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-53: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$184,533.80 FOR A REVISED CONTRACT AMOUNT OF \$2,810,441.45 AND ADDING 203 CALENDAR DAYS TO THE CONTRACT TO ADD AN ADDITIONAL PROJECT FOR STORMWATER IMPROVEMENTS ON UNIVERSITY BOULEVARD TO THE PORTER AND ACRES INTERSECTION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.
16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-61: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$44,972.35 FOR A REVISED CONTRACT AMOUNT OF \$1,458,002.35 AND ADDING 30 CALENDAR DAYS TO THE CONTRACT FOR THE INTERSTATE DRIVE WATER LINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$76,934.07.
17. CONSIDERATION OF AWARDED, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-44 AND CONTRACT K-2122-86: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MATTHEWS TRENCHING COMPANY, INC., IN THE AMOUNT OF \$799,630, PERFORMANCE BOND B-2122-61, STATUTORY BOND B-2122-62, AND MAINTENANCE BOND MB-2122-46 FOR THE 36TH AVENUE N.W. PHASE 2 WATER LINE RELOCATION PROJECT, AND RESOLUTION R-2122-78 GRANTING TAX EXEMPT STATUS
18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AIR QUALITY SMALL GRANT PROGRAM FUNDING IN THE AMOUNT OF \$11,402 TO PROVIDE BICYCLE LANES ALONG WEBSTER AVENUE BETWEEN DAWES STREET AND DUFFY STREET AND UNIVERSITY BOULEVARD BETWEEN APACHE STREET AND BOYD STREET, CONTRACT K-2122-94, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-101: A CONTRACT BY AND BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND THE CITY OF NORMAN, OKLAHOMA, FOR A REIMBURSEMENT IN AN AMOUNT NOT-TO-EXCEED \$20,000 FOR THE COLLECTION OF TRAFFIC DATA AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY IN THE AMOUNT OF \$150,000 TO BE USED FOR THE MIDWAY DRIVE STORMWATER PROJECT SCOPING, CONTRACT K-2122-102, AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.
21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY IN THE AMOUNT OF \$100,000 TO BE USED FOR A FLOOD WARNING SYSTEM DEVELOPMENT PROJECT, CONTRACT K-2122-103, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND AND THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.
22. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY IN THE AMOUNT OF \$893,590.45 TO BE USED FOR THE VINEYARD DRAINAGE IMPROVEMENT PROJECT; CONTRACT K-2122-104, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANTS AND CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.
23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-105: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COWAN GROUP ENGINEERING IN THE AMOUNT OF \$80,000 TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF THE FYE 2023 URBAN RECONSTRUCTION PROJECTS ON FAIRFIELD DRIVE AND JUNIPER LANE AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.
24. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONGESTION MITIGATION AIR QUALITY (CMAQ) SMALL GRANT IN THE AMOUNT OF \$186,000 FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS TO BE USED TO BUILD TWO (2) ELECTRIC VEHICLE CHARGING STATIONS LOCATED AT CITY HALL, CONTRACT K-2122-107, AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.

25. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONGESTION MITIGATION AIR QUALITY (CMAQ) SMALL GRANT FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) IN THE AMOUNT OF \$120,000 TO BE USED FOR AN ELIGIBLE TRANSIT IMPROVEMENT PROJECT CONSISTING OF NEW BUS STOPS ASSOCIATED WITH THE RECOMMENDED ROUTE NETWORK IN THE GO NORMAN TRANSIT PLAN; APPROVAL OF CONTRACT K-2122-109; AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.
26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-110: A LEASE BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DISH WIRELESS L.L.C. (DISH) IN THE AMOUNT OF \$2,500 PER MONTH TO ALLOW ANTENNA SPACE ON BROOKHAVEN WATER TOWER FOR A PERIOD OF FIVE YEARS.
27. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$10,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE EMERGENCY MANAGEMENT MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT, CONTRACT K-2122-111; AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.

### **Resolutions**

28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-98: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$149,454 FROM THE CAPITAL FUND BALANCE TO COMPLETE THE PURCHASE OF FIVE (5) 3500 DODGE PROMASTER VANS FOR THE PUBLIC TRANSPORTATION FLEET THAT HAD BEEN PREVIOUSLY APPROVED BY CITY COUNCIL ON DECEMBER 14, 2021.
29. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-100: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY STACEY ERIN CLEMENT UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *STACEY ERIN CLEMENT V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE NO. 2020-04580 R; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

30. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-101: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE PORTER STREETScape 2019 BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY IMPROVEMENTS INCLUDING SIDEWALK, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.

## **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 SPECIAL SESSION MINUTES OF NOVEMBER 9, 2021

CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 16, 2021

CITY COUNCIL MINUTES OF JANUARY 25, 2022

NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 25, 2022

NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 25, 2022

NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF JANUARY 25, 2022





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/2022

**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 SPECIAL SESSION MINUTES OF NOVEMBER 9, 2021  
CITY COUNCIL SPECIAL SESSION MINUTES OF NOVEMBER 16, 2021  
CITY COUNCIL MINUTES OF JANUARY 25, 2022  
NORMAN UTILITIES AUTHORITY MINUTES OF JANUARY 25, 2022  
NORMAN MUNICIPAL AUTHORITY MINUTES OF JANUARY 25, 2022  
NORMAN TAX INCREMENT FINANCE AUTHORITY MINUTES OF  
JANUARY 25, 2022

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## CITY COUNCIL SPECIAL SESSION MINUTES

November 9, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session at 5:00 p.m. hosted in the Municipal Building Council Chambers on the 9th day of November, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

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

Item 1, being:

**DISCUSSION REGARDING 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.**

Ms. Heather Poole, Assistant City Attorney, said the City of Norman is receiving numerous forms and documents that have been signed and scanned rather than receiving a document with an original “wet” signature. The benefits of electronic signatures are simple and numerous and includes cutting down on paper, time, and costs associated with transmitting and approving physical documents and offers an easily accessible audit trail of when documents are modified and when they are signed. The Electronics Signatures in Global and National Commerce Act was signed into law in June 2000, and many states, including Oklahoma, passed similar laws based on federal regulation.

Ms. Poole said the City of Norman currently only accepts “wet” signatures that are notarized or attested to so if the City accepts electronic signatures, the City can also accept an electronic notary acknowledgment or attestation. She said State law allows each government agency of the State to determine if they will accept electronic signatures. She said it is becoming more difficult to obtain “wet” signatures on documents the City is currently requiring.

Oklahoma’s Uniform Electronic Transactions Act was enacted in 2000, and covers all electronic records and electronic signatures relating to a transaction. This Act only applied to transactions related to business, commercial (including consumer) and governmental matters. Electronic signatures cannot be accepted for wills, codicils or testimony trusts, items covered by the Uniform Commercial Code except those relating to leases, sales of goods and other consumer protection laws of Oklahoma.

Ms. Poole said this Act applies to any electronic record or electronic signature created, generated, sent, communicated, received, or stored. It also only applies to transactions between parties each of which has agreed to conduct transactions by electronic means.

Item 1, continued:

Councilmembers were in favor of allowing electronic signatures on documents. This ordinance will move forward for formal consideration.

Items submitted for the record

1. Memorandum dated November 9, 2021, from Heather Poole, Assistant City Attorney, through Kathryn Walker, City Attorney
2. Draft Ordinance O-2122-26
3. Legislatively notated copy of Ordinance O-2122-26
4. Oklahoma Statutes Citationized, Title 12A. Uniform Commercial Code, Article 15 – Uniform Electronic Transaction Act, Section 15-101 – Short Title

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Item 2, being:

CONSIDERATION OF ADJOURNING INTO AN EXECUTIVE SESSION AS AUTHORIZED BY OKLAHOMA STATUTES, TITLE 25 § 307(B)(3) TO DISCUSS THE ACQUISITION OF REAL PROPERTY LOCATED IN CONNECTION WITH THE GROUNDWATER BLENDING PROJECT.

Item 2 was withdrawn and not discussed.

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ADJOURNMENT

The Mayor adjourned the meeting at 5:07 p.m.

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ATTEST:

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City Clerk

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Mayor

## CITY COUNCIL SPECIAL SESSION MINUTES

November 16, 2021

The City Council of the City of Norman, Cleveland County, State of Oklahoma, met in a Special Session at 6:30 p.m. hosted in the Municipal Building Council Chambers on the 16th day of November, 2021, and notice and agenda of the meeting were posted in the Municipal Building at 201 West Gray 48 hours prior to the beginning of the meeting.

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

Item 1, being:

**PUBLIC HEARING ON RESOLUTION RECOMMENDING WARD BOUNDARY CHANGES FROM THE REAPPORTIONMENT AD HOC COMMITTEE MEETING.**

Motion to Conduct a Public Hearing 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.

The Public Hearing was Conducted.

Ms. Kathryn Walker, City Attorney, said under the City Charter, the Reapportionment Ad Hoc Committee (RAHC) is appointed to meet, review, and make recommendations on ward boundaries as soon as practicable following each federal census. The Federal Decennial Census was conducted in 2020 and data was issued in 2021 after a number of delays due to the pandemic. The City Charter requires the RAHC to adopt a resolution that either recommends retention or adjustment and boundaries after it has held a public meeting. If Council adopts the recommendations to change ward boundaries, such changes must also be adopted by ordinance.

According to the Charter, wards should be formed so as to equalize, as nearly as practicable, the population of the several wards. In addition, each ward should be formed of compact, contiguous territory with boundaries drawn to reflect and respond to communities of common interest, ethnic background, and physical boundaries, to the extent reasonably possible. Ward lines shall not create artificial corridors which in effect separates voters from the ward to which they must naturally belong.

Ms. Walker said Council will have the option to listen to public comments regarding RAHC recommendations and follow those recommendations or bring forward different boundaries than

Item 1, continued:

what is recommended. The standards found in the Charter and in State law are very similar to what is found across the country. The United States (U.S.) Supreme Court has said that population equality is the paramount objective of apportionment or redistricting and is commonly known as the “One Person One Vote” standard, which is a means of protecting voters.

The U.S. Supreme Court states that when drawing wards, cities can deviate from absolute population equality to accommodate traditional districting objectives, like maintaining communities of common interest and creating geographic compactness. As long as the maximum population deviation between the largest and smallest ward is less than 10%, the local ward map is presumed to comply with the “One Person One Vote” standard. Ms. Walker said the RAHC worked hard to keep within the boundaries set by the U.S. Supreme Court.

Ms. Walker said the State is also redrawing its boundaries, but has not completed that process. She said the City does not know where any realigned precincts will be so the RAHC had to work with current precinct boundaries.

The RAHC was appointed by Council in January 2021; the Census Bureau released redistricting population data on August 12, 2021; RAHC met on September 2, 2021, September 8, 2021, and September 27, 2021; held a public hearing on October 21, 2021; and Council is conducting its public hearing tonight.

The proposed plan reduced the overall range from the mean ward population to 1,604 persons, which is 10.02% of the mean ward population of 16,003. All wards are modified by the proposal, which could potentially affect ward-specific appointments to the Greenbelt Commission, the RAHC, and the Public Safety Sales Tax (PSST) Citizen Oversight Committee. Existing ward-specific appointees will be allowed to finish their term before the new boundaries will be applied.

Ms. Walker said if the resolution is adopted then an ordinance will be prepared for First Reading on December 14, 2021, with Second and Final Reading on January 18, 2022. The ordinance would go into effect on February 10, 2022, and would not impact current terms of Councilmembers or 2022 Council Elections.

Ms. Joyce Green, Geographical Information System (GIS) Services Manager, highlighted the ward boundary recommendations. She said the starting population of Ward One was 15,018 and has an ending population of 16,083; the starting population for Ward Two was 14,845 and has an ending population of 16,757; the starting population for Ward Three was 14,824 and has an ending population of 16,943; the starting population for Ward Four was 14,129 and has an ending population of 15,897; the starting population for Ward Five was 16,610 and has an ending population of 15,229; the starting population for Ward Six was 18,515 and has an ending population of 15,344; the starting population for Ward Seven was 18,309 and has an ending population of 16,067; and the starting population for Ward Eight was 15,776 and has an ending population of 15,596.

Item 1, continued:

Members of the public expressed concerns about growth, some opposed movement of boundaries within their ward, some made suggestions on different ward boundaries, some were fine with the recommendations made by the RAHC, and some stated their voices had been silenced during the RAHC public meeting.

Items submitted for the record

1. PowerPoint presentation entitled, "Reapportionment Public Hearing," dated November 16, 2021
2. Reapportionment Ad Hoc Committee Staff Report dated November 16, 2021

Participants in discussion

1. Mr. Michael Blunck
2. Ms. Teresa Elam
3. Ms. Karen Goodchild
4. Mr. Tom Hackelman
5. Mr. Fred Pope
6. Ms. Maggie Logue
7. Mr. Jonathan Kindel
8. Mr. Mark Wagner
9. Mr. Alex Torvi
10. Mr. Rick Lubbers

Motion to Close Public Hearing made by Councilmember Ward 6 Foreman, Seconded by Councilmember Ward 1 Studley.

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

The Public Hearing was closed.

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Item 2, being:

DISCUSSION AND CONSIDERATION OF 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.

Motion to amend the ward boundaries recommended by Reapportionment Ad Hoc Committee.

Moved by Ward 5 Councilmember Tortorello, Seconded by Ward 3 Councilmember Lynn.



Item 2, continued:

Ayes: Ward 3 Councilmember Lynn, Ward 5 Councilmember Tortorello, Ward 6 Councilmember Foreman, Ward 7 Councilmember Holman.

Nays: Mayor Clark, Councilmember Ward 1 Councilmember Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 8 Peacock.

The Motion Failed and the Ward Boundaries were not adjusted.

Items submitted for the record

1. Resolution RAHCR-2122-1
2. Norman Reapportionment Ad Hoc Committee minutes of September 2, 2021, September 8, 2021, and September 27, 2021
3. Proposed Ward boundary map dated November 16, 2021

Participants in discussion

1. Mr. Michael Blunck
2. Mr. Mark Wagner
3. Ms. Karen Goodchild
4. Mr. Rick Lubber
5. Mr. Alex Torvi

Motion to adopt resolution recommended by Reapportionment Ad Hoc Committee.

Participants in discussion

1. Ms. Karen Goodchild
2. Mr. Tom Hackelman
3. Mr. Michael Blunck
4. Mr. Mark Wagner

Moved by Ward 7 Councilmember Holman, Seconded by Ward 4 Councilmember Foreman.

Ayes: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 7 Holman.

Nays: Ward 3 Councilmember Lynn, Ward 5 Councilmember Tortorello, Ward 6 Councilmember Foreman, Ward 8 Councilmember Peacock.

The Resolution was Adopted.

\* \* \* \* \*

ADJOURNMENT

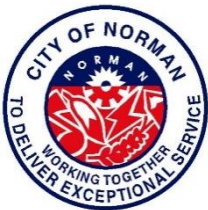
The Mayor adjourned the meeting at 9:25 p.m.

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ATTEST:

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

\_\_\_\_\_  
Mayor



# CITY OF NORMAN, OK CITY COUNCIL REGULAR MEETING

Municipal Building, Council Chambers, 201 West Gray, Norman, OK 73069  
Tuesday, January 25, 2022 at 6:30 PM

## MINUTES

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

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

### CALL TO ORDER

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

### ROLL CALL

#### PRESENT

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

### PLEDGE OF ALLEGIANCE

Mayor Clark led the Pledge of Allegiance.

## AWARDS AND PRESENTATIONS

### 1. PRESENTATION OF AWARDS FROM THE OKLAHOMA MUNICIPAL LEAGUE TO THE FOLLOWING CITY OF NORMAN EMPLOYEES WHO HAVE COMPLETED 25 YEARS OF CONTINUOUS SERVICE:

1. DOUGLAS BIRKHIMER, TRAFFIC SIGNAL TECHNICIAN, PUBLIC WORKS DEPARTMENT
2. MILES COTTEN, CONSTRUCTION INSPECTOR, PUBLIC WORKS DEPARTMENT
3. JACQUELINE CRUMRINE, TRAINING AND DEVELOPMENT MANAGER, HUMAN RESOURCES DEPARTMENT
4. JOEL FORMBY, SERGEANT, POLICE DEPARTMENT
5. ANTHONY FRANCISCO, DIRECTOR OF FINANCE, FINANCE DEPARTMENT
6. PATRICK GOLDSBY, STREETS DIVISION CREW CHIEF, PUBLIC WORKS DEPARTMENT
7. HOMER HARVEY, FIRE DRIVER ENGINEER, FIRE DEPARTMENT
8. RICHARD KING, STORMWATER MAINTENANCE. WORKER I, PUBLIC WORKS DEPARTMENT
9. TRAVIS KING, FIRE CHIEF, FIRE DEPARTMENT
10. SHANE RAINES, FIRE DRIVER ENGINEER, FIRE DEPARTMENT
11. VERACHAI SANITPHAN, FLEET MECHANIC II, PUBLIC WORKS DEPARTMENT
12. GARY SCHMIDT, DETECTIVE, POLICE DEPARTMENT
13. KEITH SCOTT, FIRE DRIVER ENGINEER, FIRE DEPARTMENT
14. JERALD SMALL, PARK MAINTENANCE HEAVY EQUIPMENT OPERATOR, PARKS AND RECREATION DEPARTMENT
15. JONATHAN STAMPER, FIREFIGHTER, FIRE DEPARTMENT
16. GAY WEBB, ADMINISTRATIVE TECHNICIAN IV, UTILITIES DEPARTMENT
17. MIKE WHITE, FLEET PROGRAM MANAGER, PUBLIC WORKS DEPARTMENT

Mr. Mike Fina, Executive Director, Oklahoma Municipal League and Mayor Breea Clark presented awards to Douglas Birkhimer, Traffic Signal Technician, Mr. Anthony Francisco, Director of Finance; Mr. Richard King, Stormwater Maintenance Worker II; Travis King, Fire Chief; Detective Gary Schmidt; Gay Webb, Administrative Technician, Utilities Department; and Mike White, Fleet Program Manager.

Items submitted for the record

1. Staff Report dated January 25, 2022, from Brenda Hall, City Clerk

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## PROCLAMATIONS

2. 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.

Motion made by Councilmember Ward 4 Hall, Seconded by Councilmember Ward 2 Schueler.

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

Items submitted for the record

1. Staff Report dated January 25, 2022, from Brenda Hall, City Clerk

Participants in Discussion

1. Mr. Jon Foti, Chief Executive Officer, Dale K. Graham Veterans Foundation, accepted the proclamation and thanked the Council.

**Receipt of the Proclamation was Acknowledged.**

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## COUNCIL ANNOUNCEMENTS

Alameda Widening Project. Councilmember Studley said she is really excited about the Alameda Widening Project being on the agenda tonight. She said this is a much needed improvement for those living in the area between Ward One and Ward Six.

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Norman Public Schools. Councilmember Studley said there was a student with special needs at Norman Public Schools that was attacked and beaten. She said Norman Public Schools needs to make changes regarding treatment of students with special needs, children of color, and children from lower income families. She took her child out of Norman Public Schools in 2019 and it was one of the best decisions she had ever made. She said there is an upcoming vote for the School Board coming up and asked residents to keep these issues in mind when they vote.

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## Council Announcements, continued:

Shooting at Warming Shelter. Councilmember Studley said recently one homeless person shot and killed another homeless person near the Homeless Shelter. She recognized the restraint showed by Norman Police Department during this incident and thanked the City for opening the shelter back up at 7:30 p.m. because that night was the coldest day of the week. She said for months the business owners in the area have been asking for help with the growing crowd behind the shelter and she and various Councilmembers have proposed various solutions to this problem. She said Council had proposed either keeping the warming shelter open 24 hours a day, 7 days a week, or installing a safely enclosed seating area to help control the crowd. She said people are willing to donate supplies and volunteer their time. She was told it was too expensive to pay for extra security guards. She said an extra \$27,000 had recently been found in the budget to cover the cost of tasers for the Police Department. She said the man that was killed was James Pennington who was a nice guy. She read the tribute written by his parents to the audience. She said these homeless people deserve our help.

Councilmember Lynn thanked the Norman Police Department for their professionalism and the way the situation was handled. He said Council appreciates their service and loves to have them in our community.

Councilmember Hall said her heart is heavy for the loss of one of our residents by gun violence. She has reached out to see how the incident has affected our unhoused neighbors, the Downtown business owners and employees, and our community at-large. She reminded everyone that this case is continuing to be under investigation and City Council is committed to understanding what happened, how it happened, and if possible, why it happened. She is disturbed about how much misinformation is being circulated because the facts matter. She commended City staff and our security guards and case managers who operate the Emergency Shelter for the work that they do every day to provide not only shelter for the night, but also hope to find a path out of homelessness.

Councilmember Tortorello said the Police Department acted accordingly when handling this situation and asked everyone to reserve judgment until the final investigation is concluded. He said Council always supports the Fraternal Order of Police and the Police Department because they are our friends, family and neighbors. He said Police Officers are facing hard times with 22 deaths of officers nationally since January 1st. He said Norman is a small community and there is no better place to live. He said police officers work around the clock and they should be recognized for that.

Councilmember Holman said his workplace is a few blocks from where the incident occurred. He wants everyone to think about the people, the families, and the businesses nearby that have to live with this.

Mayor Clark said we are certainly not immune to these types of tragedies; however, she is very proud of the Norman Police Department and happy the incident did not result in a second fatality. She would like to talk about ending gun violence in our community.

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Council Announcements, continued:

Dale Graham Veteran's Foundation. Councilmember Schueler said she enjoyed the presentation from Mr. Foti, Dale Graham Veteran's Foundation. She said she attended the ribbon cutting for the new facility for the Dale Graham Veteran's Foundation today which is in Ward 2. She said it is much larger than the old facility allowing them to help more veterans. She welcomed Mr. Foti back to Norman and is glad he is in Ward 2.

Councilmember Peacock thanked Mr. Foti for his powerful words and his commitment to veterans. He said the old location is in Ward 8 and although he is sad to lose them, he is excited to see them continue the great work that they do.

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Imhoff Road Bridge Project. Councilmember Schueler said she knows the Imhoff Road Bridge Project is taking a lot of time and causing a lot of grief for the residents in that area. She has been assured that everything is on schedule and moving forward. She said the target completion date is March 15th.

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Connection Fees and Water Rate Election. Councilmember Schueler said the study session this evening was about connection fees and a water rate increase which is being put on the ballot for April. She encouraged people to watch the YouTube video of the meeting and a public meeting will be held sometime in February.

Councilmember Holman said the Election on April 5th is the first time the City has asked for a water rate increase in six years. He hopes to have a few Ward 7 Meetings leading up to that election.

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Upcoming Election. Councilmember Schueler said the Municipal Election will be in two weeks and encouraged everyone to get out and vote on February 8th.

Councilmember Lynn thanked the Norman Transcript, the Fraternal Order of Police, Norman League of Women Voters, and the Chamber of Commerce for holding candidate forums for the municipal election.

Councilmember Hall said February 8th is the way to use your voice by using your vote. She asked residents to be engaged and informed. She said most of the candidate forums are still online and can be reviewed.

Councilmember Holman encouraged residents in Ward 7 to get out and vote.

Mayor Clark said this election is for all the even wards and she is excited to run for a second term as Mayor. She said regardless of who you vote for, just get out and vote. She said the decision residents make will directly impact everyone's lives faster than any decisions made at the State and Federal level. She asked people to get engaged and stay engaged.

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Council Announcements, continued:

Community Planning and Transportation (CPT) Committee. Councilmember Holman said there is a CPT Meeting Thursday, January 30th, at 4:00 p.m. He said there will be a Public Transit Report and updates on road projects. He said all of the meetings are on YouTube as well,

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Norman Music Festival. Councilmember Holman said the lineup for Norman Music Festival was posted today and he is excited it is coming back after a two year COVID Break.

Councilmember Peacock said the Norman Music Festival has a huge impact on the City of Norman. He said this is a massive driver for sales tax.

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Annual Police/Fire Chili Dinner. Mayor Clark said the Annual Police/Fire Chili Dinner benefitting the Christmas Store of Cleveland County is Thursday, January 27th, at Norman High School. She said it is Drive-Thru only at the Berry Road Entrance. She said it costs a \$5.00 donation for a 32-ounce portion and the hours are 5:30-8:00 p.m.

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Valentine's Day. Mayor Clark said Valentine's Day is coming up and urged people to make their reservations at a local restaurant and a local B & B or hotel.

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## CONSENT DOCKET

This item is placed on the agenda so that the City Council, by unanimous consent, can designate those routine agenda items that they wish to be approved or acknowledged by one motion. If any item proposed does not meet with approval of all Councilmembers, that item will be heard in regular order. Staff recommends that Item 3 through Item 10 be placed on the consent docket.

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 3 through 10 were Placed on the Consent Docket.**

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3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RECEIPT OF THE FINANCE DIRECTOR'S INVESTMENT REPORT AS OF DECEMBER 31, 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 January 25, 2022, from Anthony Francisco, Finance Director
2. Finance Director's Investment Report as of December 31, 2021

**Receipt of the Finance Director's Investment Report was acknowledged.**

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4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MONTHLY DEPARTMENTAL REPORT FOR THE MONTH OF DECEMBER, 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 January 25, 2022, from Stacey Parker, Executive Assistant
2. Monthly Departmental Reports for the month of December, 2021

**Receipt of the Monthly Departmental Report was acknowledged.**

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**Surplus/Obsolete Equipment**

5. CONSIDERATION OF DECLARATION, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF SURPLUS AND/OR OBSOLETE EQUIPMENT AND MATERIALS AND AUTHORIZING THE DISPOSAL 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 January 25, 2022, from Frederick Duke, Procurement Analyst
2. Inventory of Goods to be Auctioned

**The Equipment and Materials Were Declared Surplus/Obsolete and the Disposal was Authorized.**

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**Final Plat**

6. CONSIDERATION FOR APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A FINAL SITE DEVELOPMENT PLAN AND FINAL PLAT FOR THE YOUNG FAMILY ATHLETIC COMPLEX, (YFAC), A PLANNED UNIT DEVELOPMENT, AND ACCEPTANCE OF PUBLIC DEDICATIONS CONTAINED THEREIN. (LOCATED 525 FEET EAST OF 24TH AVENUE N.W. AND SOUTH OF ROCK CREEK ROAD)

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 January 25, 2022, from Ken Danner, Subdivision Development Manager
2. Location map
3. Final Plat
4. Final Site Development Plan
5. Development Committee Staff Report dated December 7, 2021
6. Development Committee Action for Final Plat dated October 26, 2021, for Young Family Athletic Complex Addition, a Planned Unit Development

**The Final Site Development Plan and Final Plat for Young Family Athletic Center Addition was Approved.**

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7. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-35, CONTRACT K-2122-75 BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND SILVER STAR CONSTRUCTION COMPANY, INC., IN THE AMOUNT OF \$3,616,910.70, PERFORMANCE BOND B-2122-52, STATUTORY BOND B-2122-53, AND MAINTENANCE BOND MB-2122-41 FOR THE ALAMEDA STREET WIDENING CONSTRUCTION PROJECT FROM RIDGE LAKE BOULEVARD TO 48TH AVENUE S.E., RESOLUTION R-2122-66 GRANTING TAX EXEMPT STATUS, 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 January 25, 2022, from Tim Miles, Capital Projects Manager
2. Letter dated January 3, 2022, from Tim Miles, P.E., Capital Projects Engineer, to Mr. Shawn O'Leary, Director of Public Works
3. Location Map
4. Contract K-2122-75
5. Performance Bond B-2122-52
6. Statutory Bond B-2122-53
7. Maintenance Bond MB-2122-41
8. Resolution R-2122-66

**The Bid Was Awarded to Silver Star Construction Company, Inc., Contract, Bonds, and Budget Transfer Were Approved, and the Resolution Was Adopted.**

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8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. FOUR TO CONTRACT K-2021-35: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND FLINTCO L.L.C., INCREASING THE CONTRACT AMOUNT BY \$93,249.12 FOR A REVISED CONTRACT AMOUNT OF \$8,983,752.96 AND ADDING 41 CALENDAR DAYS TO THE CONTRACT FOR THE NORTH BASE COMPLEX PROJECT, PHASE 1, IN ORDER TO MAKE VARIOUS CHANGES TO THE PROJECT DESIGN AND BUDGET APPROPRIATION 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

Item 8, continued:

Items submitted for the record

1. Staff Report dated January 25, 2022, from Paul D'Andrea, Capital Projects Engineer
2. Change Order No. Four to Contract K-2021-35
3. Project Location Map

**Change Order No. Four to Contract K-2021-35 with Flintco, L.L.C., and Budget Appropriation were Approved.**

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9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-91: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND H.W. LOCHNER, INC., IN THE AMOUNT OF \$61,400 TO PROVIDE CONSULTANT SERVICES FOR THE BRIDGE MAINTENANCE PROGRAM SITE DISCOVERY PROJECT 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 January 25, 2022, from Joseph Hill, Streets Program Manager
2. Contract K-2122-91
3. Letter dated January 12, 2022, from Evan Ludwig, P>E>, Vice President, H.W. Lochner, Inc., to Brandon Brooks, EIT, Staff Engineer with attached Survey Proposal dated January 7, 2022, prepared by Frontier Land Surveying for H.W. Lochner, Inc.; and Attachment C, Owner's Responsibilities
4. Proposed Bridge Bond Projects

**Contract K-2122-91 with H.W. Lochner, Inc., and Budget Transfer were Approved.**

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10. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-82: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN APPROPRIATING \$83,778 FROM THE CAPITAL FUND BALANCE TO ADJUST THE LOCAL SHARE DEPOSIT PAYMENT TO THE OKLAHOMA DEPARTMENT OF TRANSPORTATION FOR THE CONSTITUTION STREET MULTIMODAL PATH PROJECT BETWEEN JENKINS AVENUE AND CLASSEN BOULEVARD.

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 January 25, 2022, from Michael Rayburn, Capital Projects Engineer
2. Resolution R-2122-82
3. Oklahoma Department of Transportation Invoice 33271(04)-01 dated January 11, 2022, in the amount of \$567,395
4. Oklahoma Department of Transportation Invoice 33271(05)-01 dated January 11, 2022, in the amount of \$61,842
5. Project Location Map

**Resolution R-2122-82 was Adopted.**

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**Approval of Consent Docket**

Motion made by Councilmember Ward 6 Holman, Seconded by Councilmember Ward 6 Schueler.

Voting Yea: Mayor Clark, 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

**This is the End of the Consent Docket. Items 3 through 10 Were Approved on the Consent Docket.**

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**NON-CONSENT ITEMS**

11. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-57: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE NORTHWEST QUARTER (NW/4) OF SECTION TWENTY-NINE (29), TOWNSHIP NINE (9) NORTH, RANGE TWO (2) WEST OF THE INDIAN MERIDIAN, CLEVELAND COUNTY, OKLAHOMA, FROM THE INSTITUTIONAL DESIGNATION AND PLACE THE SAME IN THE MIXED USE DESIGNATION. (NRHS PORTER CAMPUS)

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

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

Items submitted for the record

1. Staff Report dated January 25, 2022, from Jane Hudson, Director of Planning and Community Development
2. Resolution R-2122-57
3. Location map
4. Oklahoma Department of Transportation Invoice 33271(05)-01 dated January 11, 2022, in the amount of \$61,842
5. City of Norman Predevelopment Summary PD21-39 dated November 17, 2021, submitted by Norman Regional Hospital/City of Norman for Norman Regional Hospital Porter Campus Site
6. Planning Commission Staff Report dated December 9, 2021

Participants in discussion

1. Mr. Sean Rieger, The Rieger Law Group, P.L.L.C., 136 Thompson Drive, attorney representing the applicant
2. Mr. Richie Splitt, President and Chief Executive Officer, Norman Regional Health System, applicant
3. Mr. Jason Olsen, Director of Parks and Recreation
4. Mr. Terry Haynes, President, Large Development Program Manager, SMC Consulting Engineers, P.C., engineer representing the applicant
5. Mr. Shawn O'Leary, Director of Public Works
6. Mr. Darrel Pyle, City Manager

**Resolution R-2122-57 Was Adopted.**

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12. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-29 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE 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)

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

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

Items submitted for the record

1. Staff Report dated January 25, 2022, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-29
3. Location map
4. Planning Commission Staff Report dated December 9, 2021
5. City of Norman Predevelopment Summary PD21-39 dated November 17, 2021, for Norman Regional Hospital/City of Norman for property located at the Norman Regional Hospital Porter Campus Site
6. Application for Planned Unit Development, 2025 Amendment, and Preliminary Plat submitted November 1, 2021, and revised December 3, 2021, for Porter Campus prepared by Rieger Law Group, P.L.L.C. with Exhibit A, Legal Description of the Porter Campus; Exhibit B, Preliminary Plat; Exhibit C, Preliminary Site Development Plan; and Exhibit D, Allowable Uses
7. Pertinent excerpts from Planning Commission minutes of December 9, 2021

**Ordinance O-2122-29 Was Adopted Upon Second Reading Section by Section.**

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

**Ordinance O-2122-29 Was Adopted Upon Final Reading as a Whole.**

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13. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-30 UPON SECOND AND FINAL READING: 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.

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

Items submitted for the record

1. Staff Report dated January 25, 2022, from Ken Danner, Subdivision Development Manager
2. Ordinance O-2122-30
3. Memorandum dated November 1, 2021, from Brenda Hall, City Clerk, to Kathryn Walker, City Attorney; Chris Mattingly, Director of Utilities; Ken Danner, Subdivision Manager; Rone Tromble, Administrative Technician IV; and Jane Hudson, Director of Planning and Community Development
4. Letter of request filed November 1, 2022, from Sean Paul Rieger, Attorney, Architect, Broker, Rieger Law Group, P.L.L.C., to Ms. Brenda Hall, City Clerk, with attached aerial location map
5. Planning Commission Staff Report dated December 9, 2021
6. Pertinent excerpts from Planning Commission minutes of December 9, 2021

**Ordinance O-2122-30 Was Adopted Upon Second Reading Section by Section.**

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

**Ordinance O-2122-30 Was Adopted Upon Final Reading as a Whole.**

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14. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR NORMAN REGIONAL HEALTH SYSTEM PORTER CAMPUS ADDITION, A PLANNED UNIT DEVELOPMENT. (GENERALLY LOCATED SOUTH OF ROBINSON STREET BETWEEN PORTER AVENUE AND FINDLAY AVENUE).

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 January 25, 2022, from Ken Danner, Subdivision Development Manager
2. Location map
3. Planning Commission Staff Report dated December 9, 2021
4. City of Norman Development Review Form, Transportation Impacts, dated December 2, 2021, prepared by Jami L. Short, P.E., City Traffic Engineer, for NRHS Porter Campus Preliminary Plat
5. Traffic Impacts
6. Preliminary Site Development Plan
7. Preliminary Plat
8. Master Site and Utility Site Development Plan
9. City of Norman Predevelopment Summary PD21-39 dated November 17, 2021, from Norman Regional Hospital/City of Norman for NRH Porter Campus Site
10. Pertinent excerpts from Planning Commission minutes of December 9, 2021

**The Preliminary Plat for Norman Regional Health System Porter Campus Addition, A Planned Unit Development, Was Approved.**

\* \* \* \* \*

**The Following Two Items were Postponed on November 30, 2022, until January 18, 2022. On January 18, 2022, due to a technical error, Resolution R-2122-31 did not appear on the agenda. The error was not noticed until after 6:30 p.m. on Friday, January 14, 2022. Under the Open Meetings Act, once posted, an agenda can only be amended up to 24 hours prior to the meeting. However, that does exclude weekends and holidays; therefore, the City of Norman was past the 24-hour deadline because Monday was a legal holiday. As a matter of process, the Item was placed automatically on the January 25, 2022, Agenda and Council postponed Ordinance O-2122-15 until January 25, 2022.**

15. 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)

Item 15, continued:

Motion to Postpone Resolution R-2122-31 until February 22, 2022.

Motion made by Councilmember Ward 5 Tortorello, Seconded by Councilmember Ward 3 Lynn.

Participants in discussion

1. Mr. Sean Rieger, The Rieger Law Group, 136 Thompson Drive, attorney representing the applicant
2. Mr. John Cornwell, Ward 4, protestant
3. Mr. Dennis Yarbrow, Ward 2, protestant
4. Ms. Susan Meyer, Ward 4, protestant
5. Mr. David Nehrenz, Ward 4, protestant
6. Mr. William Farrell, Ward 4, protestant
7. Ms. Gabrielle Mandeville, Ward 4, protestant
8. Ms. Alise Osis, Ward 4, protestant

Voting Yea: Councilmember Ward 3 Lynn, Councilmember Ward 5 Tortorello, Councilmember Ward 8 Peacock

Voting Nay: Mayor Clark, Councilmember Ward 1 Studley, Councilmember Ward 2 Schueler, Councilmember Ward 4 Hall, Councilmember Ward 6 Foreman, Councilmember Ward 7 Holman

Items submitted for the record

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

**The Motion to Postpone Resolution R-2122-31 Failed.**

Motion to Adopt Resolution R-2122-31

Motion made by Councilmember Ward 3 Lynn, Seconded by Councilmember Ward 5 Tortorello

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

Voting Nay: 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

**Resolution R-2122-31 was not adopted.**

\* \* \* \* \*



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)

**This Item is Moot because it was contingent upon Item 15, Resolution R-2122-31, being adopted and it did not pass.**

\* \* \* \* \*

17. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-64: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING THE NORMAN 2025 LAND USE AND TRANSPORTATION PLAN SO AS TO REMOVE PART OF THE 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, FROM THE COUNTRY RESIDENTIAL DESIGNATION AND PLACE THE SAME IN THE COMMERCIAL DESIGNATION. (WEST OF OLIPHANT AVENUE BETWEEN ALAMEDA DRIVE AND ALAMEDA STREET)

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

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

Voting Nay: Councilmember Ward 1 Studley, Councilmember Ward 6 Foreman

Items submitted for the record

1. Staff Report dated January 25, 2022, from Jane Hudson, Director of Planning and Community Development
2. Resolution R-2122-64
3. Location map
4. Planning Commission Staff Report dated December 9, 2021
5. City of Norman Predevelopment Summary PD21-27 dated July 22, 2021, for Saffron Fletcher, Sanctuary Gardens and Wellness, L.L.C., for property located west of Oliphant Avenue north of Alameda Street
6. Site Plan
7. Pertinent excerpts from Planning Commission minutes of December 9, 2021

Item 17, continued:

Participants in discussion

1. Ms. Saffron Fletcher, Applicant
2. Mr. Scott Sturtz, City Engineer
3. Mr. Shawn O'Leary, Director of Public Works

**Resolution R-2122-64 was Adopted.**

\* \* \* \* \*

18. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-22 UPON SECOND AND FINAL READING: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 460 OF CHAPTER 22 OF THE CODE OF THE CITY OF NORMAN SO AS TO REMOVE PART OF THE 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)

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

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

Voting Nay: Councilmember Ward 1 Studley, Councilmember Ward 6 Foreman

Items submitted for the record

1. Staff Report dated January 18, 2022, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-22
3. Location map
4. City of Norman Predevelopment Summary PD21-27 dated July 22, 2021, for Saffron Fletcher, Sanctuary Gardens and Wellness, L.L.C., for property located west of Oliphant Avenue north of Alameda Street
5. Planning Commission Staff Report dated December 9, 2021
6. Site Plan
7. Protest Map dated December 7, 2021, containing 7.6% Protest Within Notification Area
8. Letter of Protest filed December 6, 2021, from Maeghan and John Hennessey
9. Pertinent excerpts from Planning Commission minutes of December 9, 2021

**Ordinance O-2122-22 was Adopted Upon Second Reading Section by Section.**



Item 18, continued:

Motion made by Councilmember Ward 8 Peacock, Seconded by Councilmember Ward 5 Tortorello.

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

Voting Nay: Councilmember Ward 1 Studley, Councilmember Ward 6 Foreman

**Ordinance O-2122-22 was Adopted Upon Final Reading as a Whole.**

\* \* \* \* \*

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A PRELIMINARY PLAT FOR ALAMEDA GARDEN CENTER AND A WAIVER FOR DRIVEWAY SPACING. (GENERALLY LOCATED WEST OF OLIPHANT AVENUE BETWEEN ALAMEDA DRIVE AND ALAMEDA STREET).

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

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

Voting Nay: Councilmember Ward 1 Studley, Councilmember Ward 6 Foreman

Items submitted for the record

1. Staff Report dated January 25, 2022, from Shawn O'Leary, Director of Public Works
2. Location map
3. Planning Commission Staff Report dated December 9, 2021
4. City of Norman Predevelopment Summary PD21-27 dated July 22, 2021, for Saffron Fletcher, Sanctuary Gardens and Wellness, L.L.C., for property located west of Oliphant Avenue north of Alameda Street
5. Greenbelt Commission Final Comments
6. Traffic Impacts
7. City of Norman Development Review Form, Transportation Impacts, dated December 1, 2021, prepared by Jami L. Short, P.E., City Traffic Engineer for Alameda Garden Center Preliminary Plat
8. Site Plan
9. Preliminary Plat
10. Letter dated November 29, 2021, requesting Variance/Waiver from Tahir Nasir, P.E., Principle, NSE Engineering Consultants, P.L.L.C., to Shawn O'Leary, Director of Public Works
11. Pertinent excerpts from Planning Commission minutes of December 9, 2021

**The Preliminary Plat for Alameda Garden Center and a Waiver for Driveway Spacing Were Approved.**

\* \* \* \* \*

20. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-27 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 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)

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

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

Items submitted for the record

1. Staff Report dated January 18, 2022, from Jane Hudson, Director of Planning and Community Development
2. Ordinance O-2122-27
3. Location map
4. Aerial location map
5. City of Norman Predevelopment Summary PD21-37 dated November 17, 2021, for Greg Inman and Hong Loan Thi Danh for property located at 1228 Lindsey Plaza Drive
6. Planning Commission Staff Report dated December 9, 2021
7. Protest Map dated December 7, 2021, containing 5.3% Protest Within Notification Area
8. Letter of protest dated December 6, 2021, from Gina Waller, Owner, Emcee Investments, L.L.C., to the City of Norman
9. Pertinent excerpts from Planning Commission minutes of December 9, 2021

Participants in discussion

1. Mr. Hong Loan Thi Danh, applicant

**Ordinance O-2122-27 was Adopted Upon Second Reading Section by Section.**

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

**Ordinance O-2122-27 was Adopted Upon Final Reading as a Whole.**

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21. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-58: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, ADOPTING THE HISTORIC PRESERVATION GUIDELINES TO BE USED BY THE NORMAN HISTORIC DISTRICT COMMISSION IN REVIEWING PROPOSED ADDITIONS, ALTERATIONS, AND DEMOLITIONS TO STRUCTURES LOCATED IN THE HISTORIC DISTRICTS. Item 1.

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 January 25, 2022, from Anais Starr, Historic Preservation Officer
2. Summary of Revisions to the Historic Preservation Guidelines with Exhibit A, 2018 Historic Preservation Update Subcommittee List of Revisions; Exhibit B, 2020 Draft Historic Preservation Handbook and Guidelines; Exhibit C, 2021 Summary of Public Comments on Revised HP Guidelines; Exhibit D, 2021 Historic Preservation Guidelines Clean; Exhibit E, 2021 Annotated Historic Preservation Guidelines; and Exhibit F, August 4, 2021 Historic District Commission Minutes
3. Resolution R-2122-58
4. Planning Commission Staff Report dated December 9, 2021

Items submitted for the record

1. Ms. Anais Starr, Historic Preservation Officer

**Resolution R-2122-58 was Adopted.**

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22. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-31 UPON SECOND AND FINAL READING: 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.

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

Item 22, continued:

Items submitted for the record

1. Staff Report dated January 25, 2022, from Anais Starr, Planner II
2. Ordinance O-2122-31
3. Historic District Commission minutes of October 4, 2021
4. Legislatively notated copy of Ordinance O-2122-31
5. Planning Commission Staff Report dated December 9, 2021
6. Pertinent excerpts from Planning Commission minutes of December 9, 2021

**Ordinance O-2122-31 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-2122-31 was Adopted Upon Final Reading as Whole.**

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23. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-34 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.

Item 23, continued:

Motion made by Councilmember Ward 7 Holman, Seconded by Councilmember Ward 5 Tortorello.

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

Items submitted for the record

1. Staff Report dated January 18, 2022, from Chris Mattingly, Director of Utilities
2. Ordinance O-2122-34
3. Legislatively notated copy of Ordinance O-2122-34

Participants in Discussion

1. Mr. Chris Mattingly, Director of Utilities

### **Ordinance O-2122-34 was Adopted Upon Second Reading Section by Section**

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

### **Ordinance O-2122-34 was Adopted Upon Final Reading as a Whole**

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24. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-35 UPON SECOND AND FINAL READING: 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 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.

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 January 18, 2022, from Chris Mattingly, Director of Utilities
2. Ordinance O-2122-35
3. Proclamation and Notice of Election

**Ordinance O-2122-35 was Adopted Upon Second Reading Section by Section.**

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

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

**Ordinance O-2122-35 was Adopted Upon Final Reading as a Whole**

\* \* \* \* \*

## MISCELLANEOUS COMMENTS

None.

\* \* \* \* \*

## ADJOURNMENT

The Meeting Adjourned at 11:29 p.m.

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City Clerk

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Mayor

**File Attachments for Item:**

2. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-99: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AWARDED THE 2021 CITY OF NORMAN HUMAN RIGHTS AWARD, IN CONJUNCTION WITH THE NORMAN HUMAN RIGHTS COMMISSION.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/2022

**REQUESTER:** Cinthya Allen, Diversity & Equity Officer

**PRESENTER:** Cinthya Allen, Diversity & Equity Officer

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF RESOLUTION R-2122-99: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AWARDING THE 2021 CITY OF NORMAN HUMAN RIGHTS AWARD, IN CONJUNCTION WITH THE NORMAN HUMAN RIGHTS COMMISSION.

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This 2021 Human Rights Award nominee was chosen by unanimous vote by Commissioners at the February 28, 2022, Human Rights Commission meeting.

R-2122-99

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN,  
OKLAHOMA, AWARDING THE 2021 CITY OF NORMAN  
HUMAN RIGHTS AWARD, IN CONJUNCTION WITH THE  
NORMAN HUMAN RIGHTS COMMISSION.

- § 1. WHEREAS, the City of Norman entrusts the Norman Human Rights Commission with the duties of studying problems of discrimination, advising City Council on human rights issues, and coordinating citizen involvement in the promotion of human rights; and
- § 2. WHEREAS, the Norman Human Rights Commission seeks to promote and encourage fair treatment and mutual understanding among all citizens and to combat all prejudice, bigotry, and discrimination that prevent individuals from reaching their full potential as human beings; and
- § 3. WHEREAS, after receiving nominations from the Norman community, the Norman Human Rights Commission selects an individual or group to receive the Norman Human Rights Award based on exceptional achievement, outstanding effort, and/or leadership to promote human rights and equality and to serve as an example to all.

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

- § 4. THAT the City of Norman, Oklahoma, in conjunction with the Norman Human Rights Commission, does hereby award the 2021 City of Norman Human Rights Award to The Norman Coalition for Refugee Support.

PASSED AND ADOPTED this 8th day of March, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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



## 2021 HUMAN RIGHTS AWARD NOMINATION FORM

Email completed form to [sarah.encinias@normanok.gov](mailto:sarah.encinias@normanok.gov), or print and mail completed form to: Norman Human Rights Commission, City of Norman, PO Box 370, Norman, OK 73070. Nominations are due by January 14, 2022.

1. Person Being Nominated:

Name: The Norman Coalition for Refugee Support - Brent Smith, Chair  
 Address: 1801 W. Brooks, Norman, 73069  
 Phone: 405-615-8461 Email: bsmith103@cox.net

2. List volunteer, services, organizations, professional affiliations (if any) and describe how this person has demonstrated outstanding effort, achievement and/or leadership in the promotion of human rights and equality (such as successes, results, impact, personal risks taken, time expended, sacrifices made, years of service, inspiration or motivation given, cooperation fostered, organizations or programs created, example set and innovations undertaken):

(Attach additional pages if needed.)

It is my honor to nominate The Norman Coalition for Refugee Support for the Human Rights Commission Award. This group comprised of a number of local non-profit organizations that has been intergral in providing services and opportunities for asylum seekers. The paragraph below is a synopsis of their work on behalf of the Norman community. So many have given so much to make this organization work.

The Norman Coalition for Refugee Support (Coalition) formed in 2017 seeks to restore dignity to the refugees and asylum seekers (asylees) it resettles. The Coalition is an all-volunteer, non-profit, interfaith group of houses of worship, friends, and partners collaborating in its mission to resettle refugees/asylees in Norman. Beginning with 4 churches, the organization is now a Coalition of 10 houses of worship in Norman and other volunteers, consisting of 70+ volunteers. St. Stephen's United Methodist Church was initially the lead church and the Coalition continues to serve as a non-profit organization under the 501(c)3 status of St. Stephen's. Catholic Charities is the Coalition's primary partner in the Afghan resettlement. The Coalition resettled families from four other countries in previous years and recently resettled 7 Afghan families in Norman. Open to receiving Afghan families and refugees/asylees from the southern border, the Coalition expects to resettle 4-8 families annually. The Coalition provides "wrap-around" coordination of federal, state and local services and activities by volunteers and, when needed, by professional services referral. The Coalition achieves its objectives through 8 volunteer teams, each with separate but often overlapping objectives ranging from housing and family liaisons to employment and transportation. Most importantly, the Coalition puts the refugee/asylee families on a path to restore their dignity. They lost their dignity through intense vulnerability when, under threat, they all left homes in their country of origin to land in a new country with a strange language and culture. Dignity begins to restore as the Coalition welcomes the families and demonstrates respect for their culture, builds trust between the families and the Coalition, places the family in a safe and clean home, provides food and financial support and a path to self-reliance, enrolls children in Norman public schools and adults in ESL classes, and refers them to immigration services to gain eventual SIV, green card and U.S. citizenship status.

Thank you for accepting this nomination for the 2021 Human Rights Award.

Note: Brent Smith is currently the Chair of this Coalition.

3. Person completing form:

Name: Susan Arn  
 Address: 1716 Schooner Drive, Norman, OK 73072  
 Phone: 405-202-9457 Email: susanarn2000@yahoo.com

**File Attachments for Item:**

3. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-26: A PROCLAMATION OF THE MAYOR OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH, 2022, AS WOMEN'S HISTORY MONTH IN THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 3/8/2022

**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-2122-26: A PROCLAMATION OF THE MAYOR OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH, 2022, AS WOMEN'S HISTORY MONTH IN THE CITY OF NORMAN.

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P-2122-26

A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN,  
OKLAHOMA, PROCLAIMING THE MONTH OF MARCH, 2022, AS  
WOMEN’S HISTORY MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, we proudly recognize that women of all races, nationalities, and cultures have always played a critical role in history; and
- § 2. WHEREAS, the 2022 theme of Women’s History Month is “Women Providing Healing, Promoting Hope”; and
- § 3. WHEREAS, the 20th Century made way for the recognition of women’s achievements; in March of 1980 President Jimmy Carter signed the first Presidential proclamation celebrating Women’s History Week; and
- § 4. WHEREAS, we acknowledge the contributions of brave women who continued to lobby for equity and made way for the 1987 Joint Resolution of the United States Congress declaring the entire month of March as Women’s History Month; and
- § 5. WHEREAS, in Norman, we are proud of the rich value for diversity and gender equity through local organizations such as: Women in Action for All, Latinas WIN Women in Norman; University of Oklahoma Women’s and Gender Studies; and Women’s Resource Center, among others; and
- § 6. WHEREAS, the Women’s Alliance, a City of Norman Employee Resource Group established in 2021, also provides support, representation, and mentorship to women in Norman; and
- § 7. WHEREAS, we honor and recognize all women who contribute day to day to enrich our community through their work in arts, sports, science, politics and education professionals, front line workers; caretakers and mothers, and aunts and grandmothers as women greatly contribute to the healing and hope of our homes and country.

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

- § 8. Do hereby proclaim the month of March, 2022, as Women’s History Month in the City of Norman and invite all citizens to join me in celebrating women and the history of their contributions.

PASSED AND APPROVED this 8th day of February, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

4. CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-27: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH AS AMERICAN RED CROSS MONTH IN THE CITY OF NORMAN.



## CITY OF NORMAN, OK STAFF REPORT

---

**MEETING DATE:** 03/08/2022

**REQUESTER:** Brenda Hall

**PRESENTER:** Brenda Hall, City Clerk

**ITEM TITLE:** CONSIDERATION OF ACKNOWLEDGEMENT, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF PROCLAMATION P-2122-27: A PROCLAMATION OF THE MAYOR OF THE CITY OF NORMAN, OKLAHOMA, PROCLAIMING THE MONTH OF MARCH AS AMERICAN RED CROSS MONTH IN THE CITY OF NORMAN.

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P-2122-27

A PROCLAMATION OF THE MAYOR OF THE  
CITY OF NORMAN, OKLAHOMA, PROCLAIMING  
THE MONTH OF MARCH, 2022, AS AMERICAN  
RED CROSS MONTH IN THE CITY OF NORMAN.

- § 1. WHEREAS, in times of crisis, people in the City of Norman come together to care for one another and this humanitarian spirit is part of the foundation of the community and is exemplified by American Red Cross volunteers; and
- § 2. WHEREAS, in 1881, Clara Barton founded the American Red Cross, turning her steadfast dedication for helping others into a bold mission of preventing and alleviating peoples' suffering and more than 140 years later, we honor the kindness and generosity of Red Cross volunteers in the City of Norman who continue to carry out Clara's lifesaving legacy; and
- § 3. WHEREAS, the contributions of local Red Cross volunteers give hope to the most vulnerable in their darkest hours; whether it is providing emergency shelter, food and comfort for families devastated by local disasters like house fires, severe storms and floods; donating essential blood for accident and burn victims, heart surgery and organ transplant patients; or those receiving treatment for leukemia, cancer or sickle cell disease; and
- § 4. WHEREAS, the American Red Cross also serves as the bridge between more than generous blood donors and millions of patients in need each year, delivering a wide range of high quality blood products and blood donor and patient testing services; and
- § 5. WHEREAS, the American Red Cross supports service members and veterans, along with their families and caregivers, through the unique challenges of military life, helping to save the lives of others with first aid, CPR, and other skills or delivering international humanitarian aid.

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

- § 6. Do hereby proclaim the month of March, 2021, as American Red Cross Month in the City of Norman and encourage all Americans to support this organization's noble humanitarian mission.

PASSED AND APPROVED this 8th day of March, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

5. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-36 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 BAR, LOUNGE OR TAVERN, AND A SPECIAL USE FOR A MIXED BUILDING, IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOT THREE (3), BLOCK FOURTEEN (14), NORMAN ORIGINAL TOWNSITE, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (205 EAST MAIN STREET)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/08/2022

**REQUESTER:** James L. Adair

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

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT AND/OR POSTPONEMENT OF ORDINANCE O-2122-36 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 BAR, LOUNGE OR TAVERN, AND A SPECIAL USE FOR A MIXED BUILDING, IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOT THREE (3), BLOCK FOURTEEN (14), NORMAN ORIGINAL TOWNSITE, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (205 EAST MAIN STREET)

### **SYNOPSIS:**

The applicant is requesting two Special Uses for the property at 205 E. Main Street. The first request is for a Bar, Lounge, or Tavern to be on the ground floor of the existing building. The second request is for a Mixed Building to allow for commercial use on the ground floor and residential units on the second floor. The property is currently zoned C-3, Intensive Commercial District.

### **HISTORY:**

The subject property was zoned C-3, Intensive Commercial District, with Ordinance 884. The applicant was previously granted Special Use for a Mixed Building for this property with Ordinance O-1819-11. The Special Use has expired after not being utilized for over two years.

### **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-3, Intensive Commercial District, which allows for a Bar, Lounge, or Tavern with Special Use approval. The C-3 zoning also allows for a Mixed Building with Special Use approval; the residential component may only be on the upper floor(s) as long as the use on the ground floor is a permitted use within the zoning district.

**ANALYSIS:** The applicant has partnered with 405 Brewing Co., which has a brewery in Norman at 1716 Topeka Street. The proposal is to have a taproom serving 405 Brewing Co. products.

The applicant is proposing loft apartments on the second floor of the existing building. Within the last decade there have been several Special Use permits granted for mixed buildings on Main Street. The loft apartments have been a successful housing type for Downtown Norman.

### **ALTERNATIVES/ISSUES:**

**IMPACTS:** The C-3 zoning district doesn't have a parking requirement to provide off-street parking for any use. In downtown Norman, Main Street has on-street parking available, as well as a parking lot across the alley to the north. Parking for this proposal will not create adverse impacts.

**POLICY:** The NORMAN 2025 Plan established goals and policies significant when establishing a general statement of intent for the future growth and development of the City. One of these encourages additional residential in the downtown area as follows:

#### *Goal 3: Housing and neighborhoods*

*Encourage and support diversified housing types and densities in order to serve different income levels, family structures and ownership.*

4. *Foster and encourage construction of new residential units, and conversion of underutilized buildings into residential units, in downtown Norman.*

**OTHER AGENCY COMMENTS:**

**PARK BOARD:** This application does not go to the Parks Board as it is an existing building on platted property.

**PUBLIC WORKS:** This property was platted as part of the Original Town site plat of Norman. No additional public improvements are required for this proposal.

**PREDEVELOPMENT: PD22-01, January 27, 2022**

No neighbors attended this Predevelopment meeting.

**CONCLUSION:** Staff forwards this request for Special Use for a Mixed Building and a Bar, Lounge, or Tavern and proposed Ordinance O-2122-36 to City Council for consideration. At their meeting of February 10, 2022, the Planning Commission unanimously recommended adoption of Ordinance O-2122-36, by a vote of 7-0.

O-2122-36

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 BAR, LOUNGE OR TAVERN, AND A SPECIAL USE FOR A MIXED BUILDING, IN THE C-3, INTENSIVE COMMERCIAL DISTRICT FOR LOT THREE (3), BLOCK FOURTEEN (14), NORMAN ORIGINAL TOWNSITE, CLEVELAND COUNTY, OKLAHOMA; AND PROVIDING FOR THE SEVERABILITY THEREOF. (205 East Main Street)

- § 1. WHEREAS, James L. Adair has made application to have Special Use for a Bar, Lounge or Tavern, and renew Special Use for a Mixed Building, on the property described below in the C-3, Intensive 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, and renew Special Use for a Mixed Building, in the C-3, Intensive Commercial District, for the following described property, to wit:

Lot Three (3), Block Fourteen (14), NORMAN ORIGINAL TOWNSITE, Cleveland County, Oklahoma.

Said tract contains 3,500 square feet, more or less.

Ordinance No. O-2122-36

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 February 10, 2022.

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

ADOPTED this \_\_\_\_\_ day of

NOT ADOPTED this \_\_\_\_\_ day of

\_\_\_\_\_, 2022.

\_\_\_\_\_, 2022.

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

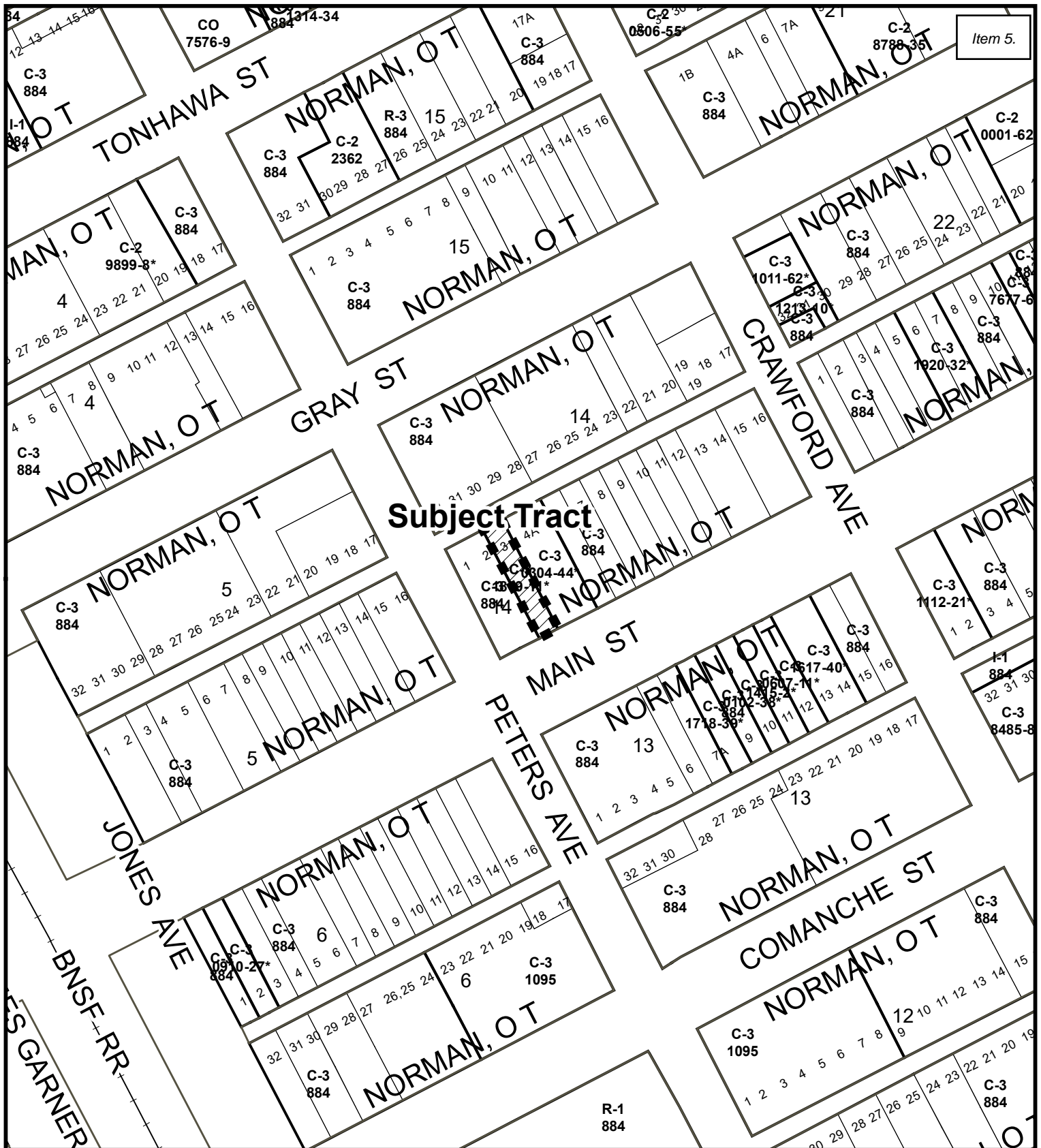
\_\_\_\_\_  
(Mayor)

ATTEST:

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



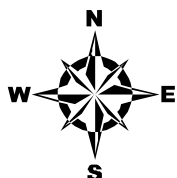




# Location Map



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.



January 4, 2022

0 75 150 Ft.



Subject Tract



Zoning

ORDINANCE NO. O-2122-36

ITEM NO. 3

**STAFF REPORT****GENERAL INFORMATION**

APPLICANT	James L. Adair
REQUESTED ACTION	Special Use for a Bar, Lounge or Tavern and renewal of Special Use for a Mixed Building
EXISTING ZONING	C-3, Intensive Commercial District
SURROUNDING ZONING	North: C-3, Intensive Commercial District East: C-3, Intensive Commercial District South: C-3, Intensive Commercial District West: C-3, Intensive Commercial District
LOCATION	205 E. Main Street
SIZE	3,500 square feet
PURPOSE	Mixed use building with a taproom on the ground floor and residential units on the second floor
EXISTING LAND USE	Vacant
SURROUNDING LAND USE	North: Commercial East: Commercial South: Commercial West: Commercial
LAND USE PLAN DESIGNATION	Commercial

**SYNOPSIS:** The applicant is requesting two Special Uses for the property at 205 E. Main Street. The first request is for a Bar, Lounge, or Tavern to be on the ground floor of the existing building. The second request is for a Mixed Building to allow for commercial use on the ground floor and residential units on the second floor. The property is currently zoned C-3, Intensive Commercial District.

**HISTORY:** The subject property was zoned C-3, Intensive Commercial District, with Ordinance No. 884. The applicant was previously granted Special Use for a Mixed Building for

this property with Ordinance No. O-1819-11. The Special Use has expired after not utilized for over two years.

**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-3, Intensive Commercial District, which allows for a Bar, Lounge, or Tavern with Special Use approval. The C-3 zoning also allows for a Mixed Building with Special Use approval; the residential component may only be on the upper floor(s) as long as the use on the ground floor is a permitted use within the zoning district.

**ANALYSIS:** The applicant has partnered with 405 Brewing Co., which has a brewery in Norman at 1716 Topeka Street. The proposal is to have a taproom serving 405 Brewing Co. products.

The applicant is proposing loft apartments on the second floor of the existing building. Within the last decade there have been several Special Use permits granted for mixed buildings on Main Street. The loft apartments have been a successful housing type for Downtown Norman.

**ALTERNATIVES/ISSUES:**

**IMPACTS:** The C-3 zoning district doesn't have a parking requirement to provide off-street parking for any use. In downtown Norman, Main Street has on-street parking available, as well

as a parking lot across the alley to the north. Parking for this proposal will not create additional impacts.

**POLICY:** The NORMAN 2025 Plan established goals and policies significant when establishing a general statement of intent for the future growth and development of the City. One of these encourages additional residential in the downtown area as follows:

*Goal 3: Housing and neighborhoods*

*Encourage and support diversified housing types and densities in order to serve different income levels, family structures and ownership.*

*4. Foster and encourage construction of new residential units, and conversion of underutilized buildings into residential units, in downtown Norman.*

**OTHER AGENCY COMMENTS:**

**PARK BOARD:** This application does not go to the Parks Board as it is an existing building on platted property.

**PUBLIC WORKS:** This property was platted as part of the Original Town site plat of Norman. No additional public improvements are required for this proposal.

**PREDEVELOPMENT: PD22-01, January 27, 2022**

No neighbors attended this Predevelopment meeting.

**CONCLUSION:** Staff forwards this request for Special Use for a Mixed Building and a Bar, Lounge, or Tavern and proposed Ordinance No. O-2122-36 to the Planning Commission for a recommendation to City Council.

**Applicant:** James L. Adair

**Project Location:** 205 E Main Street

**Case Number:** PD22-01

**Time:** 5:30 p.m.

**Applicant/Representative**

James L. Adair

**Attendees**

There were no neighbors or other interested parties attending the meeting.

**City Staff**

Jack Burdett, Subdivision Development Coordinator

Beth Muckala, Assistant City Attorney

Logan Hubble, Planner

Colton Wayman, Planner

**Application Summary**

The applicant is requesting Special Use to allow for a Bar, Lounge or Tavern, and is requesting renewal of Special Use for a Mixed Use Building.

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

No neighbors attended the meeting.

**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**FEBRUARY 10, 2022**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Conference Room D, Building A of the Norman Municipal Building, 201 West Gray Street, on the 10<sup>th</sup> day of February, 2022.

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

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

\* \* \*

Item No. 1, being:

**ROLL CALL**

MEMBERS PRESENT

Erin Williford  
Kevan Parker  
Steven McDaniel  
Erica Bird  
Dave Boeck  
Shaun Axton  
Michael Jablonski

MEMBERS ABSENT

None

A quorum was present.

STAFF MEMBERS PRESENT

Jane Hudson, Director, Planning &  
Community Development  
Lora Hoggatt, Planning Services Manager  
Roné Tromble, Recording Secretary  
Bryce Holland, Multimedia Specialist  
Beth Muckala, Asst. City Attorney  
Ken Danner, Subdivision Development  
Manager  
Jami Short, Traffic Engineer

\* \* \*

Chair Bird welcomed Shaun Axton to the Planning Commission. Mr. Axton introduced himself and his background.

## NON-CONSENT ITEMS

Item No. 3, being:

**O-2122-36 – CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE NO. O-2122-36, FOR JAMES L. ADAIR REQUESTS SPECIAL USE FOR A BAR, LOUNGE OR TAVERN, AND RENEWAL OF SPECIAL USE FOR A MIXED BUILDING, FOR PROPERTY CURRENTLY ZONED C-3, INTENSIVE COMMERCIAL DISTRICT, LOCATED AT 205 EAST MAIN STREET.**

### ITEMS SUBMITTED FOR THE RECORD:

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

### PRESENTATION BY STAFF:

1. Lora Hoggatt reviewed the staff report, a copy of which is filed with the minutes.

### PRESENTATION BY THE APPLICANT:

1. Jim Adair, 111 N. Peters Avenue, the applicant, presented the project.
2. Mr. Boeck asked how many residential units; Mr. Adair responded one is currently planned and will be built out, but they may use it as their personal offices for a while.

### AUDIENCE PARTICIPATION:

None

### DISCUSSION AND ACTION BY THE PLANNING COMMISSION:

1. Mr. Boeck acknowledged the presence of several Regional and City Planning students in the audience. He spoke in support of the project bringing more business and more housing to downtown.

*Kevan Parker moved to recommend adoption of Ordinance No. O-2122-36 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, Shaun Axton, Michael Jablonski
NAYES	None
MEMBERS ABSENT	None

Ms. Tromble announced that the motion, to recommend adoption of Ordinance No. O-2122-36 to City Council, passed by a vote of 7-0.

\*\*\*

**File Attachments for Item:**

6. CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-40 UPON FIRST READING BY TITLE:  
AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-107(B) OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN INCREASING WATER LINE CONNECTION CHARGES; AND PROVIDING FOR THE SEVERABILITY THEREOF.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/22

**REQUESTER:** Chris Mattingly, Director of Utilities

**PRESENTER:** Chris Mattingly, Director of Utilities

**ITEM TITLE:** CONSIDERATION OF ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF ORDINANCE O-2122-40 UPON FIRST READING BY TITLE: AN ORDINANCE OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AMENDING SECTION 21-107(B) OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN INCREASING WATER LINE CONNECTION CHARGES; AND PROVIDING FOR THE SEVERABILITY THEREOF.

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### BACKGROUND:

The City of Norman currently collects a "Connection Charge" from anyone wishing to connect to the City's water and/or sewer service. The Connection Charge is paid prior to the furnishing of such service or prior to the issuance of a building permit. The Connection Charge increases as the water service meter size increases due to the maximum flow rate for continued operation for different sized meters. The current Connection Charges were last increased on August 1, 2016. The current Connection Charges are split between the Water Fund and the Wastewater Fund (\$1,000 for the water portion and \$275 for the sewer portion based on a ¾-inch meter equivalent).

In 2021, the City engaged Raftelis Financial Consultants, Inc. (Raftelis) to update their 2016 Final Water and Wastewater Connection Charge Study to determine whether the current fee captured the cost of additional capacity required to serve new development. The results of Raftelis' analysis were presented to City Council for discussion in multiple meetings on November 2, 2021, December 7, 2021 (briefly), January 25, 2022, and February 22, 2022.

Within the Raftelis 2022 Water and Wastewater Connection Fee Study Update, three alternatives for connection fees are presented based upon alternative sources of water. The three water supply alternatives evaluated were:

1. Augmentation: Augmenting or supplementing the water supplies in Lake Thunderbird with treated water from Norman's Water Reclamation Facility (WRF). The primary goal of this alternative is to increase the reliable yield from the lake.
2. OKC: Purchasing more wholesale water from Oklahoma City in lieu of constructing new facilities to meet future supply needs.
3. Wells: Drilling additional groundwater supply wells in the Garber-Wellington.

The resulting fee alternatives for the water portion in the following table (for a 3/4-inch meter equivalent) as determined by Raftelis were:

<b>Alternative</b>	<b>Connection Fee (Charge) per 3/4-Inch Meter Equivalent</b>
Current	\$1,000
Alternative 1: Augmentation	\$3,180
Alternative 2: OKC	\$2,010
Alternative 3: Wells	\$2,150

For the sewer or wastewater component of the connection charge, Raftelis evaluated the combined connection charge (sewer portion) and wastewater excise tax to determine if the combined charges were sufficient. Their analysis determined that the combined fee would be approximately \$3,280. This fee is relatively equal with the fees collected for a 2,280 square-foot house which fits within the range of typical homes constructed in Norman. Based on these findings, Raftelis recommended no change to the sewer connection charges.

#### **DISCUSSION:**

Ordinance O-2122-40 proposes to raise the Connection Charge found in Chapter 21-107(b) of the City Code to provide additional funding to cover costs associated with new connections to water service. After presentation and discussion with the City Council, Staff was directed to bring forward an ordinance amendment that would implement a 25 percent increase in the portion of the connection charge attributable to new water connections. The proposed 25 percent increase in the portion of the connection charge attributable to new water connections does not exceed any of the three fee alternatives presented by Raftelis. The current fees and proposed changes are set out below:

<b>Water Service Size</b>	<b>Current Connection Charge</b>	<b>Proposed Connection Charge</b>
3/4"	\$1,275.00	\$1,525.00
1"	\$2,217.00	\$2,633.75
1 1/2"	\$4,433.00	\$5,266.25
2"	\$8,592.00	\$10,258.75
3"	\$19,292.00	\$22,958.75
4"	\$35,988.00	\$42,988.13

Water Service Size	Current Connection Charge	Proposed Connection Charge
6"	\$76,048.00	\$90,464.75

The proposed increase to the water portion was discussed by Council and is equal to the percentage increase requested through the proposed water rate increase. Additionally, staff will be able to have better information regarding reuse and its viability as a water supply option for Norman at the next biennial review of the connection charge.

Based on Raftelis' recommendation, Council agreed there was no need to increase the sewer portion of the connection fee.

**RECOMMENDATION:**

Staff recommends approval of Ordinance O-2122-40 upon Second and Final Reading.

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA, AMENDING SECTION 21-107(B)  
OF CHAPTER 21 OF THE CODE OF THE CITY OF NORMAN  
INCREASING WATER LINE CONNECTION CHARGES; AND  
PROVIDING FOR THE SEVERABILITY THEREOF.

- § 1. WHEREAS, connection charges set forth in Section 21-107 of the City Code are fees associated with new connections to the City's water and sewer system intended to capture costs associated with providing additional water and sewer capacity associated with new connections; and
- § 2. WHEREAS, the portion of the connection charge set forth in Section 21-107 attributable to water connections were last increased by the City effective August 1, 2016; and
- § 3. WHEREAS, the adequacy of the connection charges have been reviewed at least biennially since the last effective rate increase in 2016; and
- § 4. WHEREAS, the City engaged Raftelis Financial Consultants, Inc. ("Raftelis") to update its 2015 Study of the City's connection charges to determine whether the current fee captured the cost of additional capacity required to serve new development; and
- § 5. WHEREAS, Raftelis has examined the portion of the connection charge set forth in Section 21-107 that is attributable to capacity needs for new sewer connections is adequate and not in need of an increase; and
- § 6. WHEREAS, in light of 68 O.S. §895, Raftelis has evaluated an increase in the portion of the connection charge set forth in Section 21-107 attributable to water connections and provided three different fee alternatives based on different supply sources that may be accessed to support capital projects that increase water system capacity; and
- § 7. WHEREAS, after presentation and discussion with the City Council, Staff was directed to bring forward an ordinance amendment that would implement a 25% increase in the portion of the connection charge attributable to new water connections; and
- § 8. WHEREAS, a 25% increase in the portion of the connection charge attributable to new water connections does not exceed any of the three fee alternatives presented by Raftelis.

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

- § 9. That Section 21-107 of Chapter 21 of the Code of the City of Norman, Oklahoma, **Fees and Charges**, shall be amended read as follows:
  - (a) *Capital improvement charge.* The City Controller shall increase, charge, and collect for sewer or water service furnished by the City, to all consumers and users for such service the following monthly rates or charges, which shall be in addition to the rates of sections 21-111, 21-112, and 21-113 of this Code; to wit:

- (1) Two dollars (\$2.00) per each residence, apartment or mobile home to be applied fifty cents (\$0.50) to sewer line maintenance and one dollar and fifty cents (\$1.50) to water line maintenance.
  - (2) Sixty (60) percent of the sewer rate as calculated per section 21-112 of this Code, for all rooming, boarding, or fraternal housing institutions, industrial users, and commercial establishments.
- (b) *Connection charge.* The following charges shall be assessed based upon the size of the water service line leading into and to be utilized for the furnishing of water to any use or structure:

- (1) *Multi-family residential structures:*

<i>Water Service Size</i>	<i>Connection Charge</i>
¾" 1-4 living units 1" 5-8 living units 1½" 9-16 living units 2" 17-28 living units 3" 29-64 living units 4" 65-114 living units 6" 115-257 living units	\$1,525.00 per living unit

- (2) *Single family, commercial, industrial and other users not otherwise listed:*

<i>Water Service Size</i>	<i>Connection Charge</i>
¾"	\$ 1,525.00
1"	\$ 2,633.75
1½"	\$ 5,266.25
2"	\$10,258.75
3"	\$22,958.75
4"	\$42,988.13
6"	\$90,464.75

These connection charges shall be collected prior to the furnishing of water or sewer service, or prior to the issuance of a building permit for the construction of or addition to any residential, commercial, or industrial structural unit located within five hundred (500) feet of any water or sewer line owned and operated by the City.

Should a request be made to connect a use, structure or group of structures to the water or sewer systems, by an applicant under conditions not requiring the issuance of a building permit, or if such connection is otherwise required by law or by this Code, and no charge

has theretofore been collected which is attributable to such use, structure or group of structures, then, and in that event, the charges herein authorized, based upon the size of the water service line leading into and furnishing water to such use, structure or group of structures, shall be paid and a separate receipt for each use, structure or group of structures will be issued which shall constitute the permit to make such connection by the applicant.

Where an addition is to be made to any use, structure or group of structures, and such addition will require the installation of a larger water service line to service the total structure after alteration, the charge for such addition, which shall be the difference between the rate set for the line originally installed to serve said structure and the rate for the larger line to be installed shall be paid.

The City Controller shall establish and create an appropriate account into which all connection charges shall be daily deposited. All funds deposited in such account shall be expended for the acquisition, construction, replacement and extension of the water and sewer systems of the City, including water and sewer plants, or for the payment of bonds issued for the same purposes, and for no other. The account shall be a special utility account, created on a revolving basis pursuant to the law, in such case made and provided, without the necessity of appropriation. However, no expenditures for the acquisition, construction, replacement or extension of the water and sewer systems shall be made without an appropriation having been made for the specific expenditures to be undertaken.

City Council shall begin reviewing the connection fees no later than November 1, 2016, and on a regular basis thereafter, to determine the appropriateness of the fees in accordance with Oklahoma Statutes, Title 62, Section 895.

\* \* \* \*

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Breea Clark, Mayor

\_\_\_\_\_  
Breea Clark, Mayor

\_\_\_\_\_  
ATTEST:  
Brenda Hall, City Clerk

AN ORDINANCE OF THE COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA, AMENDING SECTION 21-107(B) OF  
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- § 6. WHEREAS, in light of 68 O.S. §895, Raftelis has evaluated an increase in the portion of the connection charge set forth in Section 21-107 attributable to water connections and provided three different fee alternatives based on different supply sources that may be accessed to support capital projects that increase water system capacity; and
- § 7. WHEREAS, after presentation and discussion with the City Council, Staff was directed to bring forward an ordinance amendment that would implement a 25% increase in the portion of the connection charge attributable to new water connections; and
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- (1) Two dollars (\$2.00) per each residence, apartment or mobile home to be applied fifty cents (\$0.50) to sewer line maintenance and one dollar and fifty cents (\$1.50) to water line maintenance.
- (2) Sixty (60) percent of the sewer rate as calculated per section 21-112 of this Code, for all rooming, boarding, or fraternal housing institutions, industrial users, and commercial establishments.
- (b) *Connection charge.* The following charges shall be assessed based upon the size of the water service line leading into and to be utilized for the furnishing of water to any use or structure:

(1) *Multi-family residential structures:*

<i>Water Service Size</i>	<i>Connection Charge</i>
¾" 1-4 living units 1" 5-8 living units	Effective May 11, 2007 \$850 per living unit
1½" 9-16 living units	Effective August 1, 2015: \$1,075 per living unit
2" 17-28 living units	
3" 29-64 living units	Effective August 1, 2016: \$1,275 per living unit
4" 65-114 living units	
6" 115-257 living units	<u>\$1,525.00 per living unit</u>

(2) *Single family, commercial, industrial and other users not otherwise listed:*

<i>Water Service Size</i>	<i>Connection Charge Effective May 11, 2007</i>	<i>Connection Charge Effective August 1, 2015</i>	<i>Connection Charge Effective August 1, 2016</i>	<i>Connection Charge</i>
¾"	\$850	<del>\$ 1,075</del>	<del>\$ 1,275</del>	<u>\$ 1,525.00</u>
1"	\$1,420	<del>\$ 1,883</del>	<del>\$ 2,217</del>	<u>\$ 2,633.75</u>
1½"	\$2,840	<del>\$ 3,767</del>	<del>\$ 4,483</del>	<u>\$ 5,266.25</u>
2"	\$5,670	<del>\$ 7,258</del>	<del>\$ 8,592</del>	<u>\$10,258.75</u>
3"	\$13,600	<del>\$16,358</del>	<del>\$19,292</del>	<u>\$22,958.75</u>
4"	\$23,800	<del>\$30,388</del>	<del>\$35,988</del>	<u>\$42,988.13</u>
6"	\$52,140	<del>\$64,514</del>	<del>\$76,048</del>	<u>\$90,464.75</u>

These connection charges shall be collected prior to the furnishing of water or sewer service, or prior to the issuance of a building permit for the construction of or addition to any residential, commercial, or industrial structural unit located within five hundred (500) feet of any water or sewer line owned and operated by the City.

Should a request be made to connect a use, structure or group of structures to the water or sewer systems, by an applicant under conditions not requiring the issuance of a building permit, or if such connection is otherwise required by law or by this Code, and no charge



has theretofore been collected which is attributable to such use, structure or group of structures, then, and in that event, the charges herein authorized, based upon the size of the water service line leading into and furnishing water to such use, structure or group of structures, shall be paid and a separate receipt for each use, structure or group of structures will be issued which shall constitute the permit to make such connection by the applicant.

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The City Controller shall establish and create an appropriate account into which all connection charges shall be daily deposited. All funds deposited in such account shall be expended for the acquisition, construction, replacement and extension of the water and sewer systems of the City, including water and sewer plants, or for the payment of bonds issued for the same purposes, and for no other. The account shall be a special utility account, created on a revolving basis pursuant to the law, in such case made and provided, without the necessity of appropriation. However, no expenditures for the acquisition, construction, replacement or extension of the water and sewer systems shall be made without an appropriation having been made for the specific expenditures to be undertaken.

City Council shall begin reviewing the connection fees no later than November 1, 2016, and on a regular basis thereafter, to determine the appropriateness of the fees in accordance with Oklahoma Statutes, Title 62, Section 895.

\* \* \* \* \*

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

ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

NOT ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Breea Clark, Mayor

\_\_\_\_\_  
Breea Clark, Mayor

\_\_\_\_\_  
ATTEST:  
Brenda Hall, City Clerk

**File Attachments for Item:**

7. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-32: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM PLAZA INN, INC., IN THE AMOUNT OF \$32,404 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 3/08/2022

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

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-32: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM PLAZA INN, INC., IN THE AMOUNT OF \$32,404 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.

### BACKGROUND:

The Porter Avenue Corridor from Robinson Street south to Alameda Street along with the intersection of Porter Avenue and Acres Street, has been the subject of much discussion and study over the years, due to concerns over traffic and pedestrian safety.

In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

An evaluation of traffic control needs revealed that traffic volumes had reached levels that justify the installation of a new traffic signal at Porter Avenue and Acres Street. Approximately 20,000 vehicles pass through the intersection every day. An aerial photograph of the two 2019 Bond projects within the Porter Avenue Corridor is included in the exhibits to this agenda item.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape Bond Project. The Porter Avenue Streetscape Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- Street furniture (e.g., benches, trash receptacles, ash urns, etc.)

The Porter Avenue and Acres Avenue Intersection Project began construction in November of 2020 and was completed in January of 2022. The Porter Avenue Streetscape project has been

approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in summer of 2022 pending right of way and utility relocations and ODOT environmental review.

On September 10, 2019, the Norman City Council approved Amendment No. 2 to Contract K-1213-165 with Garver Engineers, in the amount of \$185,500 for a total contract amount of \$400,800 for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment No. 3 to Contract K-1213-165 with Garver Engineers, in the amount of \$175,000 for a total contract amount of \$575,800 for the design of the Porter Avenue Streetscape project, which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On July 13 2021, the Norman City Council approved Authorization for Expenditure No. Six under on-call Contract K-1314-102 with Smith-Roberts Land Services (SRLS), in the amount of \$89,055, for right-of-way acquisition services.

On October 26, 2021 City Council approved Authorization for Expenditure No. Seven, under Contract K-1314-102 with Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$10,884 to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project.

## **DISCUSSION:**

Right-of-way acquisition necessary for the Porter Avenue Streetscape 2019 Bond Project, consists of thirty-three (33) separate easements on twenty (20) parcels. Smith-Roberts Land Services (SRLS) oversaw and reviewed the appraisal of each parcel, and assisted the City staff in the preparation of offer letters to each property owner affected, based on the appraised values and damages. These easements are typically small in size and have minimal impact on the existing property. The easements are usually needed to properly construct public sidewalks and driveways.

The offer letters were sent on January 10, 2022, and contained information identifying the required easements and encouraged each property owner to consider donation of the property. City staff and SRLS have met with the affected property owners individually, to answer questions and aid them in understanding the right of way acquisition process, as well as the effect it will have on their properties.

This project has been approved for federal funding for FYE 2022. In order to meet the project schedule to secure the federal funds, the City needs to acquire all associated parcels by June 2022. In an effort to encourage prompt responses to the City's offers, a second and final letter was sent to each owner of unsecured parcels requesting that they contact the city and finalize any right of way negotiations to secure all parcels by March 8, to avoid the necessity of filing for eminent domain proceedings. Those letters were sent on February 9, 2022.

To date, the owners of four (4) parcels, consisting of six (6) separate easements, have agreed to offers made from the City, totaling \$44,230. The secured easements are for parcels 6, 9, 14, and 15. Funds for right-of-way acquisition are available in the Porter Avenue Streetscape 2019 Bond Project (BP0418, 50594019-46001 LAND).

**RECOMMENDATION:**

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

Parcel No: 6  
Project No: 21T28374

GRANT OF EASEMENT  
City of Norman

Know all men by these presents:

That Plaza Inn, Inc., for and in consideration of the sum of Ten Dollars and Other Valuable Consideration (\$10.00 and OVC), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public sidewalk and utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, the following described land to wit:

See attached Legal Description/Exhibit for Parcel 6

Said tract containing 341.66 sq ft or 0.008 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 a public sidewalk and utility.

PUBLIC SIDEWALK AND UTILITIES

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 15th day of February, 2022.

Brandi Vrana  
Secretary

Rudy Vrana

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of February, 2022, personally appeared Brandi Vrana, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 01-20-2024 Notary Public: Ellie Najm

Approved as to form and legality this 4 day of March, 2022

Disabeth Chukela  
City Attorney

Approved and accepted by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

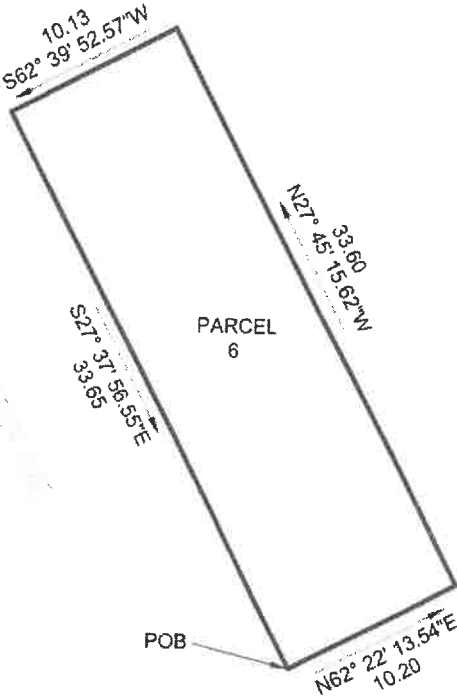
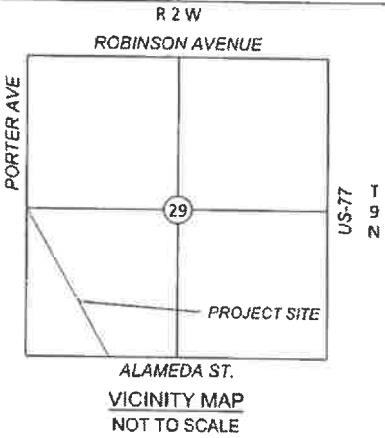
\_\_\_\_\_  
City Clerk  
SEAL:



PARCEL 6

PERMANENT EASEMENT

OWNER: Plaza Inn, Inc.  
CITY OF NORMAN PROJECT:  
PORTER AVE. STREETSCAPE



LEGAL DESCRIPTION:

Parcel 6

A tract of land lying in the Southwest Quarter of Section Twenty Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:


A permanent sidewalk easement that is parallel to Porter Ave on the east side of Porter Ave. The Point of Beginning is the Southwest corner of LOT 1, BLOCK 30, Norman OT, and the easement extends;

- N62°22'13.54"E for a distance of 10.20-FT, THENCE,
- N27°45'15.62"W for a distance of 33.60-FT, THENCE,
- S62°39'52.57"W for a distance of 10.13-FT, THENCE,
- S27°37'56.55"E for a distance of 33.65-FT to the Point of Beginning (POB).

Said tract containing 341.66 square feet or 0.008 acres, more or less.



THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT



PORTER AVE. STREETSCAPE  
PROJECT NAME

PERMANENT PARCEL 6  
SHEET TITLE

CA #4193 EXPIRES JUNE 30, 2022	10/11/2021 DATE	21T28374 JOB NO.	10 SHEET
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L:\CAB\Projects\374 - Porter Avenue Streetscape\DWG\DOT Sheets\Easements - ODOT.dwg

Parcel No.: 6  
Project No.: 21T28374

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 4 day of March, 2022 personally appeared Rudy Vrana, to me known to be the identical person(s) and President of Plaza Inn, Inc., who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



My Commission Expires: 1/25/2025 Notary Public: Sarah Encinias



**Easement Table**

<b>Parcel No.</b>	<b>Easement No.</b>	<b>Grantors</b>	<b>Document</b>	<b>Cost</b>	<b>Comments</b>
6	E-2122-32	Plaza Inn, Inc.	Permanent Easement	\$32,404.00	0.008 acres-appraised value w/Damages
6B	E-2122-33	Plaza Inn, Inc.	Permanent Easement	\$533.00	0.002 acres-appraised value
6.1	E-2122-34	Plaza Inn, Inc.	Temporary Construction Easement	\$5,068.00	0.061 acres-appraised value
9	E-2122-35	EDO, LLC	Temporary Construction Easement	Donated	0.081 acres
14	E-2122-36	Jessie M. Vaughan 2003 Revocable Trust	Permanent Easement	\$500.00	0.001 acres-appraised value
15	E-2122-37	Physicians & Surgeons Medical, LLC	Permanent Easement	\$5,725.00	0.018 acres-appraised value





Item 7.

L:\CAB\Projects\374 - Porter Avenue Streetscape\DWG\ODOT Sheets\Norman Parcel Map - ODOT.dwg  
Location Map - ODOT - LOCATION MAP  
SCPrice  
10/12/2021 4:02 PM

Porter Ave from Alameda to Gray St					
West Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
16		201	111+32	111+82	S.W. Armstrong, Jr.
12	1295		101+02	102+02	Goodman Investments, LLC
12.1	337		112+02	113+42	Liberty National Bank & Trust CO.
11	43		116+96	117+22	Goodmain, Inc.
Porter Ave from Alameda to Gray St					
East Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
1	287		100+07	100+42	Bradley K. Goodman
1.1		485	100+07	100+42	Bradley K. Goodman
2	871		100+62	102+02	Bl P, LLC
2.1		10	100+62	100+66	Bl P, LLC
3	392		102+82	104+22	Goodman Investments, LLC
3.1		913	102+82	104+22	Goodman Investments, LLC
4	330		104+42	105+82	Hollingsworth, Phil & Christie Ann- Rev. TRT- CO Trees 1/5
5	211		106+62	108+03	Goodman Investments, LLC
5.1		2602	106+62	108+03	Goodman Investments, LLC
6A	342		108+22	108+56	Plaza Inn, Inc.
6B	75		109+54	109+62	Plaza Inn, Inc.
6.1		2751	108+22	109+62	Plaza Inn, Inc.
7		2961	112+02	113+43	Rowland, Meredith & Jeff- Liv Trt
8		2889	112+02	113+43	D & J Land, LLC
9		58	114+22	115+62	Goodmain, Inc.
10	1296		116+63	117+22	North Porter Center, LLC
10.1		147	116+63	117+22	North Porter Center, LLC
Porter Ave from Hughbert to Robinson St					
West Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
21		34	136+88	136+92	Boomer's Express Corp.
14	65		143+93	144+02	Vaughn, Jessie M - 2003 Rev Liv Trust - Trustee
15	812		144+58	145+88	Physicians & Surgeons Medical, LLC
17	546		147+92	149+22	Physicians & Surgeons Medical, LLC
18	184		149+69	150+68	Rieger, LLC
18.1		22	150+61	150+68	Rieger, LLC
19		359	155+31	155+71	Mark Stanley A- Rev Trt
Porter Ave from Hughbert to Robinson St					
East Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
13	99		143+99	144+11	Luttrell, Richard C - Trustee
20A	400		144+51	144+71	Norman Municipal Hospital Trust
20.2		1181	144+71	148+45	Norman Municipal Hospital Trust
20B	63		148+45	148+58	Norman Municipal Hospital Trust
20C	59		148+83	148+88	Norman Regional Hospital Authority

NORMAN R/W EXHIBIT

STATE JOB NO. 35321(04) SHEET NO.



**File Attachments for Item:**

8. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-33: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM PLAZA INN, INC., IN THE AMOUNT OF \$533 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 3/8/2022

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

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-33: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM PLAZA INN, INC., IN THE AMOUNT OF \$533 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.

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### BACKGROUND:

The Porter Avenue Corridor from Robinson Street south to Alameda Street along with the intersection of Porter Avenue and Acres Street, has been the subject of much discussion and study over the years, due to concerns over traffic and pedestrian safety.

In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

An evaluation of traffic control needs revealed that traffic volumes had reached levels that justify the installation of a new traffic signal at Porter Avenue and Acres Street. Approximately 20,000 vehicles pass through the intersection every day. An aerial photograph of the two 2019 Bond projects within the Porter Avenue Corridor is included in the exhibits to this agenda item.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape Bond Project. The Porter Avenue Streetscape Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- Street furniture (e.g., benches, trash receptacles, ash urns, etc.)

The Porter Avenue and Acres Avenue Intersection Project began construction in November of 2020 and was completed in January of 2022. The Porter Avenue Streetscape project has been approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in summer of 2022 pending right of way and utility relocations and ODOT environmental review.

On September 10, 2019, the Norman City Council approved Amendment No. 2 to Contract K-1213-165 with Garver Engineers, in the amount of \$185,500, for a total contract amount of \$400,800 for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment No. 3 to Contract K-1213-165 with Garver Engineers, in the amount of \$175,000 for a total contract amount of \$575,800 for the design of the Porter Avenue Streetscape project, which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On July 13 2021, the Norman City Council approved Authorization for Expenditure No. Six under on-call Contract K-1314-102 with Smith-Roberts Land Services (SRLS), in the amount of \$89,055, for right-of-way acquisition services.

On October 26, 2021 City Council approved Authorization for Expenditure No. Seven, under Contract K-1314-102 with Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$10,884 to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project.

## **DISCUSSION:**

Right-of-way acquisition necessary for the Porter Avenue Streetscape 2019 Bond Project, consists of thirty-three (33) separate easements on twenty (20) parcels. Smith-Roberts Land Services (SRLS) oversaw and reviewed the appraisal of each parcel, and assisted the City staff in the preparation of offer letters to each property owner affected, based on the appraised values and damages. These easements are typically small in size and have minimal impact on the existing property. The easements are usually needed to properly construct public sidewalks and driveways.

The offer letters were sent on January 10, 2022, and contained information identifying the required easements and encouraged each property owner to consider donation of the property. City staff and SRLS have met with the affected property owners individually, to answer questions and aid them in understanding the right of way acquisition process, as well as the effect it will have on their properties.

This project has been approved for federal funding for FYE 2022. In order to meet the project schedule to secure the federal funds, the City needs to acquire all associated parcels by June 2022. In an effort to encourage prompt responses to the City's offers, a second and final letter was sent to each owner of unsecured parcels requesting that they contact the city and finalize

any right of way negotiations to secure all parcels by March 8, to avoid the necessity of filing for eminent domain proceedings. Those letters were sent on February 9, 2022.

To date, the owners of four (4) parcels, consisting of six (6) separate easements, have agreed to offers made from the City, totaling \$44,230. The secured easements are for parcels 6, 9, 14, and 15. Funds for right-of-way acquisition are available in the Porter Avenue Streetscape 2019 Bond Project (BP0418, 50594019-46001 LAND)

**RECOMMENDATION 1:**

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

Parcel No: 6B  
Project No: 21T28374

GRANT OF EASEMENT  
City of Norman

Know all men by these presents:

That Plaza Inn, Inc., for and in consideration of the sum of Ten Dollars and Other Valuable Consideration (\$10.00 and OVC), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public sidewalk and utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, the following described land to wit:

See attached Legal Description/Exhibit for Parcel 6B

Said tract containing 74.81 sq ft or 0.002 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 a public sidewalk and utility.

PUBLIC SIDEWALK AND UTILITIES

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 15th day of February, 2022.

Brandi Vrana  
Secretary

Ruby Vrana

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of February, 2022 personally appeared Brandi Vrana, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that She executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 01-20-2024 Notary Public: Ellie Najm

Approved as to form and legality this 4 day of March, 2022

Christine Luckela  
City Attorney

Approved and accepted by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

\_\_\_\_\_  
City Clerk  
SEAL:



Parcel No.: 6B  
Project No.: 21T28374

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 4 day of March, 2022, personally appeared Rudy Vrana, to me known to be the identical person(s) and President of Plaza Inn, Inc., who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



My Commission Expires: 1/25/2025

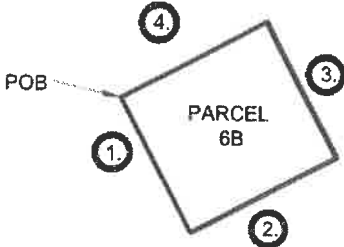
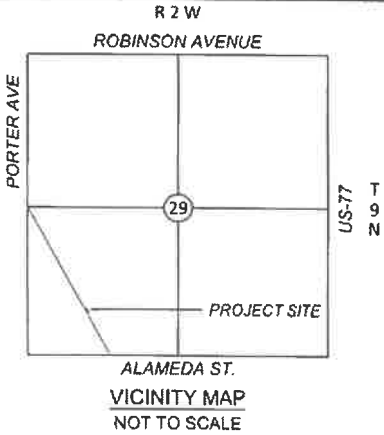
Notary Public: Sarah Encinias



PARCEL 6B

PERMANENT EASEMENT

OWNER: Plaza Inn, LLC  
CITY OF NORMAN PROJECT:  
PORTER AVE. STREETSCAPE



- 1. S27°37'46.46"E 8.30-FT
- 2. N62°23'40.52"E 9.02-FT
- 3. N27°37'46.46"W 8.26-FT
- 4. S62°22'13.54"W 9.02-FT

LEGAL DESCRIPTION:

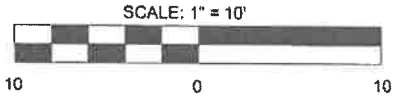
Parcel 6B

A tract of land lying in the Southwest Quarter of Section Twenty Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, 1M), Cleveland County, Oklahoma, being more particularly described as follows:


A permanent sidewalk easement that is parallel to Porter Ave on the east side of Porter Ave. The Point of Beginning is the Northwest corner of LOT 1, BLOCK 30, Norman OT, and the easement extends;

S27°37'46.46"E for a distance of 8.30-FT, THENCE,  
N62°23'40.52"E for a distance of 9.02-FT, THENCE,  
N27°37'46.46"W for a distance of 8.26-FT, THENCE,  
S62°22'13.54"W for a distance of 9.02-FT to the Point of Beginning (POB).

Said tract containing 74.81 square feet or 0.002 acres, more or less.



THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT



PORTER AVE. STREETSCAPE  
PROJECT NAME

PERMANENT PARCEL 6B  
SHEET TITLE

CA #4193 EXPIRES  
JUNE 30, 2022

10/11/2021  
DATE

21T28374  
JOB NO.

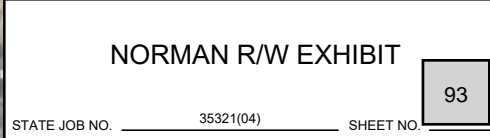
11  
SHEET

**Easement Table**

<b>Parcel No.</b>	<b>Easement No.</b>	<b>Grantors</b>	<b>Document</b>	<b>Cost</b>	<b>Comments</b>
6	E-2122-32	Plaza Inn, Inc.	Permanent Easement	\$32,404.00	0.008 acres- appraised value w/Damages
6B	E-2122-33	Plaza Inn, Inc.	Permanent Easement	\$533.00	0.002 acres- appraised value
6.1	E-2122-34	Plaza Inn, Inc.	Temporary Construction Easement	\$5,068.00	0.061 acres- appraised value
9	E-2122-35	EDO, LLC	Temporary Construction Easement	Donated	0.081 acres
14	E-2122-36	Jessie M. Vaughan 2003 Revocable Trust	Permanent Easement	\$500.00	0.001 acres- appraised value
15	E-2122-37	Physicians & Surgeons Medical, LLC	Permanent Easement	\$5,725.00	0.018 acres- appraised value



Porter Ave from Hughbert to Robinson St					
East Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
13	99		143+99	144+11	Luttrell, Richard C - Trustee
20A	400		144+51	144+71	Norman Municipal Hospital Trust
20.2		1181	144+71	148+45	Norman Municipal Hospital Trust
20B	63		148+45	148+58	Norman Municipal Hospital Trust
20C	59		148+83	148+88	Norman Regional Hospital Authority





**File Attachments for Item:**

9. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-34: A TEMPORARY CONSTRUCTION EASEMENT FROM PLAZA INN, INC., IN THE AMOUNT OF \$5,068 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 3/8/2022

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

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-34: A TEMPORARY CONSTRUCTION EASEMENT FROM PLAZA INN, INC., IN THE AMOUNT OF \$5,068 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.

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In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

An evaluation of traffic control needs revealed that traffic volumes had reached levels that justify the installation of a new traffic signal at Porter Avenue and Acres Street. Approximately 20,000 vehicles pass through the intersection every day. An aerial photograph of the two 2019 Bond projects within the Porter Avenue Corridor is included in the exhibits to this agenda item.

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- New sidewalks
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## **DISCUSSION:**

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**RECOMMENDATION 1:**

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That Plaza Inn, Inc., for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit;

*A Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:*

*Please see attached legal description/exhibit for Parcel 6.1*

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public right-of-way and sidewalk.

The sole purpose of this easement is to grant the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the project.

TEMPORARY CONSTRUCTION EASEMENT

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 15th day of February, 2022.

OWNER:

Brandi Vrana Rudy Vrana  
Secretary

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA , COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 15th day of February, 2022 personally appeared Brandi Vrana, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

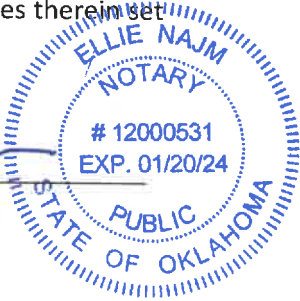
WITNESS my hand and seal the day and year last above written.

My Commission Expires: 01-20-2024 Notary Public: Ellie Najm

Approved as to form and legality this 4 day of March, 2022.

Elizabeth Ibadola

City Attorney





Parcel No.: 6.1  
Project No.: 21T28374

REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 4 day of March, 2022, personally appeared Rudy Vrana, to me known to be the identical person(s) and President of Plaza Inn, Inc., who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the ~~uses and purposes therein set forth~~.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 1/25/2025



Notary Public: Sarah Encinias

Approved and accepted by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

\_\_\_\_\_

Mayor

ATTEST:

\_\_\_\_\_

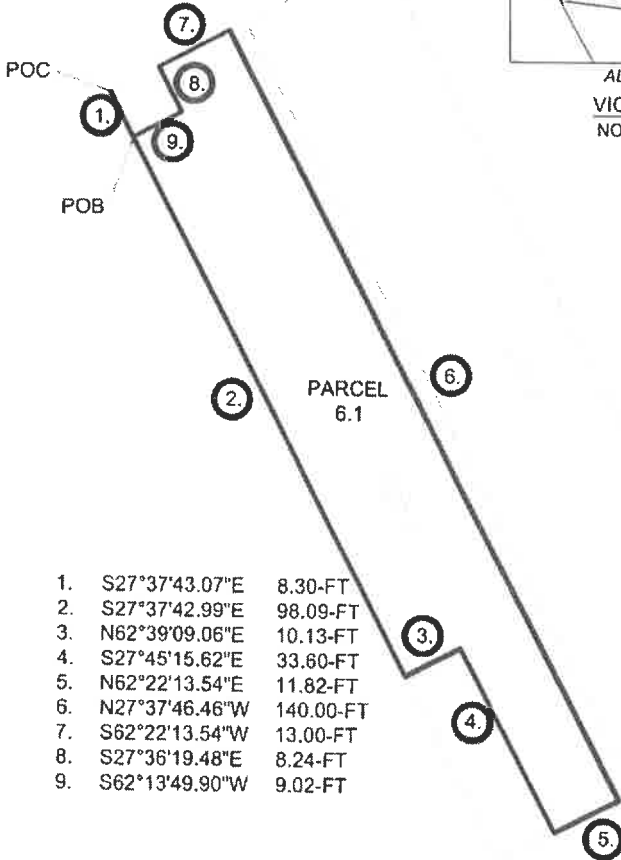
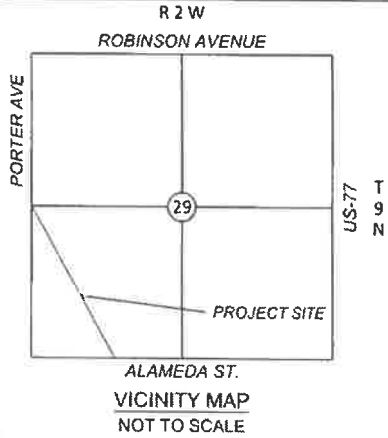
City Clerk

SEAL:

PARCEL 6.1

TEMPORARY EASEMENT

OWNER: Plaza Inn, LLC.  
CITY OF NORMAN PROJECT:  
PORTER AVE. STREETSCAPE



- 1. S27°37'43.07"E 8.30-FT
- 2. S27°37'42.99"E 98.09-FT
- 3. N62°39'09.06"E 10.13-FT
- 4. S27°45'15.62"E 33.60-FT
- 5. N62°22'13.54"E 11.82-FT
- 6. N27°37'46.46"W 140.00-FT
- 7. S62°22'13.54"W 13.00-FT
- 8. S27°36'19.48"E 8.24-FT
- 9. S62°13'49.90"W 9.02-FT

LEGAL DESCRIPTION:

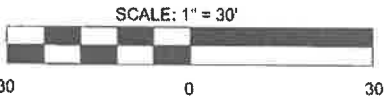
Parcel 6.1

A tract of land lying in the Southwest Quarter of Section Twenty Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, 1M), Cleveland County, Oklahoma, being more particularly described as follows:


A temporary construction easement that lies on the east side of Porter Ave, and is parallel to Porter Ave. The Point of Commencement (POC) is the Northwest corner of LOT 1, BLOCK 30, Norman OT. From the POC, proceed Southeast on a bearing of S27°37'43.07"E for a distance of 8.30-ft to the Point of Beginning (POB). From the POB, the easement extends;

S27°37'42.99"E for a distance of 98.09-FT, THENCE,  
N62°39'09.06"E for a distance of 10.13-FT, THENCE  
S27°45'15.62"E for a distance of 33.60-FT, THENCE,  
N62°22'13.54"E for a distance of 11.82-FT THENCE,  
N27°37'46'46"W for a distance of 140.00-FT, THENCE,  
S62°22'13.54"W for a distance of 13.00-FT, THENCE,  
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S62°13'49.90"W for a distance of 9.02-FT to the Point of Beginning (POB).

Said tract containing 2,667.20 square feet or 0.061 acres, more or less.



THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT



PORTER AVE. STREETSCAPE

PROJECT NAME

TEMPORARY PARCEL 6.1

SHEET TITLE

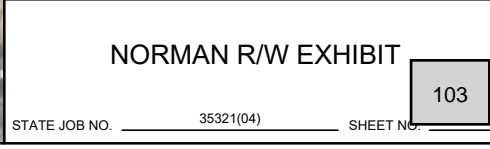
CA #4193 EXPIRES	10/11/2021	21T26374	12
JUNE 30, 2022	DATE	JOB NO.	SHEET

**Easement Table**

<b>Parcel No.</b>	<b>Easement No.</b>	<b>Grantors</b>	<b>Document</b>	<b>Cost</b>	<b>Comments</b>
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**File Attachments for Item:**

10. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-35: A TEMPORARY CONSTRUCTION EASEMENT DONATED BY EDO, L.L.C., FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 3/8/2022

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

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF TEMPORARY EASEMENT E-2122-35: A TEMPORARY CONSTRUCTION EASEMENT DONATED BY EDO, L.L.C., FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.

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## **DISCUSSION:**

Right-of-way acquisition necessary for the Porter Avenue Streetscape 2019 Bond Project, consists of thirty-three (33) separate easements on twenty (20) parcels. Smith-Roberts Land Services (SRLS) oversaw and reviewed the appraisal of each parcel, and assisted the City staff in the preparation of offer letters to each property owner affected, based on the appraised values and damages. These easements are typically small in size and have minimal impact on the existing property. The easements are usually needed to properly construct public sidewalks and driveways.

The offer letters were sent on January 10, 2022, and contained information identifying the required easements and encouraged each property owner to consider donation of the property. City staff and SRLS have met with the affected property owners individually, to answer questions and aid them in understanding the right of way acquisition process, as well as the effect it will have on their properties.

This project has been approved for federal funding for FYE 2022. In order to meet the project schedule to secure the federal funds, the City needs to acquire all associated parcels by June 2022. In an effort to encourage prompt responses to the City's offers, a second and final letter was sent to each owner of unsecured parcels requesting that they contact the city and finalize



any right of way negotiations to secure all parcels by March 8, to avoid the necessity of filing for eminent domain proceedings. Those letters were sent on February 9, 2022.

To date, the owners of four (4) parcels, consisting of six (6) separate easements, have agreed to offers made from the City, totaling \$44,230. The secured easements are for parcels 6, 9, 14, and 15. Funds for right-of-way acquisition are available in the Porter Avenue Streetscape 2019 Bond Project (BP0418, 50594019-46001 LAND)

**RECOMMENDATION 1:**

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

TEMPORARY CONSTRUCTION EASEMENT

Know all men by these presents:

That EDO, LLC., for and in consideration of the sum of One Dollar (\$1.00), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do/does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a temporary easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit;

*A Temporary Construction Easement located in Norman, Cleveland County, Oklahoma, being more particularly described by perimeter metes and bounds as follows:*

***Please see attached legal description/exhibit for Parcel 9***

With the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a public right-of-way and sidewalk.

The sole purpose of this easement is to grant the City of Norman the right to work on the above-described tract of land, and includes the right to use and remove any and all sand, rock, dirt, gravel, and other road building materials from the above-described tract of land.

It is a condition of this easement that it shall not be filed of record and that all rights conveyed to the City of Norman by this instrument shall terminate upon completion of the project.

TEMPORARY CONSTRUCTION EASEMENT

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 22nd day of February, 2022

OWNER:

[Signature]

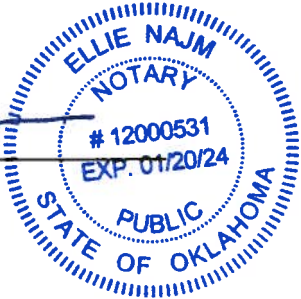
REPRESENTATIVE ACKNOWLEDGEMENT

STATE OF OKLAHOMA , COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 22nd day of February, 2022, personally appeared Solon Clinton, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 01-20-24 Notary Public: [Signature]



Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

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

Approved and accepted by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

Mayor

ATTEST:

City Clerk

SEAL:

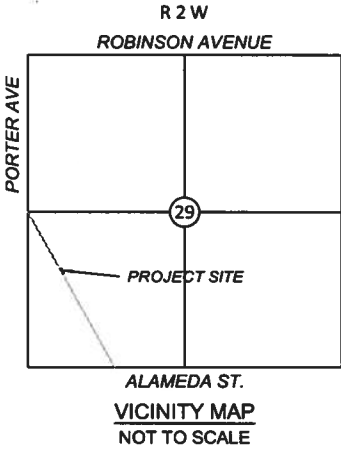
L:\CAB\Projects\374 - Porter Avenue Streetscape\DWG\DOT Sheets\Easements -0001.dwg



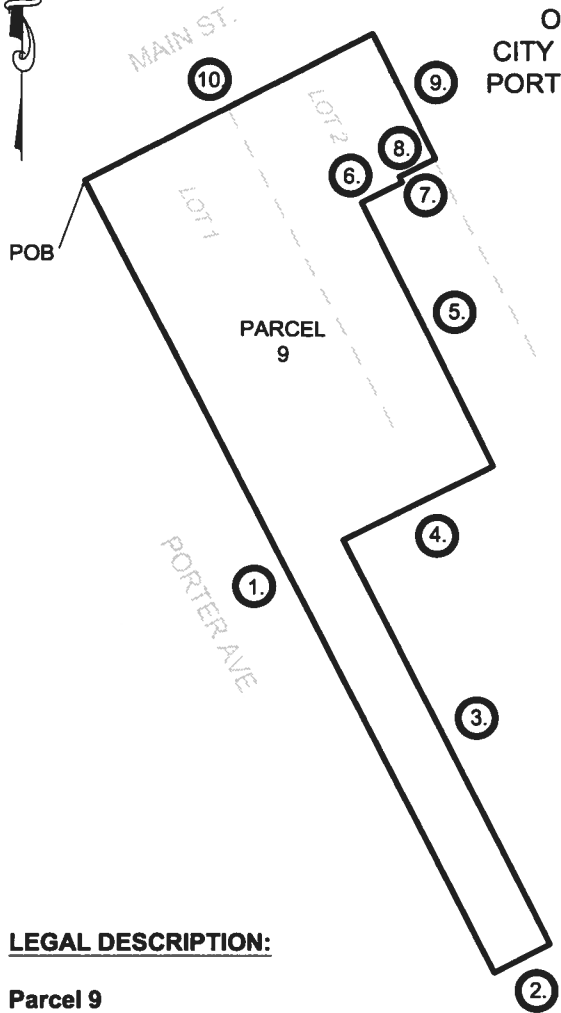
PARCEL 9

TEMPORARY EASEMENT

OWNER: EDO, LLC  
CITY OF NORMAN PROJECT:  
PORTER AVE. STREETSCAPE



Item 10.



- |     |                |           |
|-----|----------------|-----------|
| 1.  | S27°37'46.46"E | 140.00-FT |
| 2.  | N62°22'13.54"E | 9.85-FT   |
| 3.  | N27°29'42.00"W | 71.37-FT  |
| 4.  | N63°28'37.71"E | 26.14-FT  |
| 5.  | N26°52'15.54"W | 46.30-FT  |
| 6.  | N63°07'44.54"E | 7.09-FT   |
| 7.  | N26°52'15.46"W | 1.00-FT   |
| 8.  | N63°07'44.54"E | 6.30-FT   |
| 9.  | N26°54'51.65"W | 22.02-FT  |
| 10. | S62°22'13.54"W | 50.44-FT  |

LEGAL DESCRIPTION:

Parcel 9

A tract of land lying in the Southwest Quarter of Section Twenty Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary construction easement that is adjacent to Porter Ave on the east side of Porter Ave. The point of Beginning (POB) is the Northwest corner of LOT 1, BLOCK 32, Norman OT, and extends;

S27°37'46.46"E for a distance of 140.00-FT, THENCE,1

N62°22'13.54"E for a distance of 9.85-FT, THENCE,2

N27°29'42.00"W for a distance of 71.37-FT, THENCE,3

N63°28'37.71"E for a distance of 26.14-FT, THENCE,4

N26°52'15.54"W for a distance of 46.30-FT, THENCE,5

N63°07'44.54"E for a distance of 7.09-FT, THENCE,6

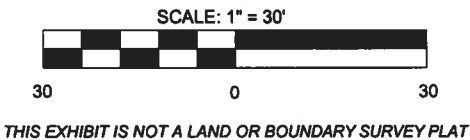
N26°52'15.46"W for a distance of 1.00-FT, THENCE,7


N63°07'44.54"E for a distance of 6.30-FT, THENCE,8

N26°54'51.65"W for a distance of 22.02-FT, THENCE,9

S62°22'13.54"W for a distance of 50.44-FT to the Point of Beginning (POB).

Said tract containing 3,528.93 square feet or 0.081 acres, more or less.



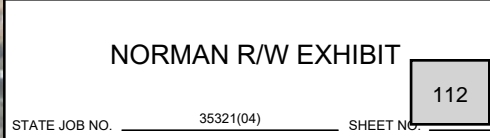
	PORTER AVE. STREETSCAPE		
	PROJECT NAME		
	TEMPORARY PARCEL 9		
SHEET TITLE			
CA #4193 EXPIRES JUNE 30, 2022	02/16/2022 DATE	21T28374 JOB NO.	15 SHEET

**Easement Table**

<b>Parcel No.</b>	<b>Easement No.</b>	<b>Grantors</b>	<b>Document</b>	<b>Cost</b>	<b>Comments</b>
6	E-2122-32	Plaza Inn, Inc.	Permanent Easement	\$32,404.00	0.008 acres- appraised value w/Damages
6B	E-2122-33	Plaza Inn, Inc.	Permanent Easement	\$533.00	0.002 acres- appraised value
6.1	E-2122-34	Plaza Inn, Inc.	Temporary Construction Easement	\$5,068.00	0.061 acres- appraised value
9	E-2122-35	EDO, LLC	Temporary Construction Easement	Donated	0.081 acres
14	E-2122-36	Jessie M. Vaughan 2003 Revocable Trust	Permanent Easement	\$500.00	0.001 acres- appraised value
15	E-2122-37	Physicians & Surgeons Medical, LLC	Permanent Easement	\$5,725.00	0.018 acres- appraised value



Porter Ave from Hughbert to Robinson St					
East Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
13	99		143+99	144+11	Luttrell, Richard C- Trustee
20A	400		144+51	144+71	Norman Municipal Hospital Trust
20.2		1181	144+71	148+45	Norman Municipal Hospital Trust
20B	63		148+45	148+58	Norman Municipal Hospital Trust
20C	59		148+83	148+88	Norman Regional Hospital Authority





## AFFIDAVIT OF MANAGING MEMBER

Solon ClintonManaging Member of EDO, LLC hereby certifies as follows:

1. EDO, LLC is the record owner of the following described property, to-wit:

Please see attached legal and exhibit for parcel 9

2. The EDO, LLC is still in full force and effect.
3. I, SOLON CLINTON, am the appointed Managing Member of EDO, LLC and that I have full power and authority pursuant to said agreement to convey unto the City of Norman, OK the above referenced property.



Managing Member

02-22-2022

Date

State of OklahomaCounty of Cleveland

On this 22nd day of Feb., 2022, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Solon Clinton

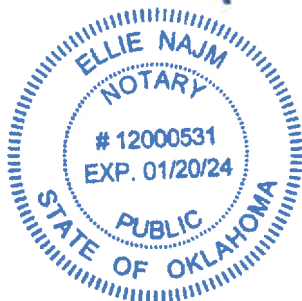
to me known to be the identical person who executed the within and foregoing instrument as its Managing Member and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

Given under my hand and seal of office the day and year last above written.

My Commission Expires: 01-20-24 Commission# 12000531

Notary Public Ellie Najm

STAMP SEAL:



**File Attachments for Item:**

11. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-36: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM THE JESSIE M. VAUGHAN 2003 REVOCABLE TRUST IN THE AMOUNT OF \$500 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 3/8/2022

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

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-36: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM THE JESSIE M. VAUGHAN 2003 REVOCABLE TRUST IN THE AMOUNT OF \$500 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.

### BACKGROUND:

The Porter Avenue Corridor from Robinson Street south to Alameda Street along with the intersection of Porter Avenue and Acres Street, has been the subject of much discussion and study over the years, due to concerns over traffic and pedestrian safety.

In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

An evaluation of traffic control needs revealed that traffic volumes had reached levels that justify the installation of a new traffic signal at Porter Avenue and Acres Street. Approximately 20,000 vehicles pass through the intersection every day. An aerial photograph of the two 2019 Bond projects within the Porter Avenue Corridor is included in the exhibits to this agenda item.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape Bond Project. The Porter Avenue Streetscape Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- Street furniture (e.g., benches, trash receptacles, ash urns, etc.)

The Porter Avenue and Acres Avenue Intersection Project began construction in November of 2020 and was completed in January of 2022. The Porter Avenue Streetscape project has been approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in summer of 2022 pending right of way and utility relocations and ODOT environmental review.

On September 10, 2019, the Norman City Council approved Amendment No. 2 to Contract K-1213-165 with Garver Engineers, in the amount of \$185,500, for a total contract amount of \$400,800 for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment No. 3 to Contract K-1213-165 with Garver Engineers, in the amount of \$175,000 for a total contract amount of \$575,800 for the design of the Porter Avenue Streetscape project, which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On July 13 2021, the Norman City Council approved Authorization for Expenditure No. Six under on-call Contract K-1314-102 with Smith-Roberts Land Services (SRLS), in the amount of \$89,055, for right-of-way acquisition services.

On October 26, 2021 City Council approved Authorization for Expenditure No. Seven, under Contract K-1314-102 with Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$10,884 to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project.

## **DISCUSSION:**

Right-of-way acquisition necessary for the Porter Avenue Streetscape 2019 Bond Project, consists of thirty-three (33) separate easements on twenty (20) parcels. Smith-Roberts Land Services (SRLS) oversaw and reviewed the appraisal of each parcel, and assisted the City staff in the preparation of offer letters to each property owner affected, based on the appraised values and damages. These easements are typically small in size and have minimal impact on the existing property. The easements are usually needed to properly construct public sidewalks and driveways.

The offer letters were sent on January 10, 2022, and contained information identifying the required easements and encouraged each property owner to consider donation of the property. City staff and SRLS have met with the affected property owners individually, to answer questions and aid them in understanding the right of way acquisition process, as well as the effect it will have on their properties.

This project has been approved for federal funding for FYE 2022. In order to meet the project schedule to secure the federal funds, the City needs to acquire all associated parcels by June 2022. In an effort to encourage prompt responses to the City's offers, a second and final letter was sent to each owner of unsecured parcels requesting that they contact the city and finalize

any right of way negotiations to secure all parcels by March 8, to avoid the necessity of filing for eminent domain proceedings. Those letters were sent on February 9, 2022.

To date, the owners of four (4) parcels, consisting of six (6) separate easements, have agreed to offers made from the City, totaling \$44,230. The secured easements are for parcels 6, 9, 14, and 15. Funds for right-of-way acquisition are available in the Porter Avenue Streetscape 2019 Bond Project (BP0418, 50594019-46001 LAND)

**RECOMMENDATION 1:**

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

Parcel No: 14  
Project No: 21T28374

**GRANT OF EASEMENT**  
City of Norman

**Know all men by these presents:**

That The Jessie M. Vaughan 2003 Revocable Trust for and in consideration of the sum of Ten Dollars and Other Valuable Consideration (\$10.00 and OVC), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public sidewalk and utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, the following described land to wit:

**See attached Legal Description/Exhibit for Parcel 14**

*Said tract containing 64.63 sq ft or 0.001 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 a public sidewalk and utility.

**PUBLIC SIDEWALK AND UTILITIES**

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 1st day of February, 2022

Kristen M. McGoldrick

**REPRESENTATIVE ACKNOWLEDGEMENT**

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 1st day of February, 2022, personally appeared Kristen McGoldrick, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 01-20-2024 Notary Public: Ellie Najm

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

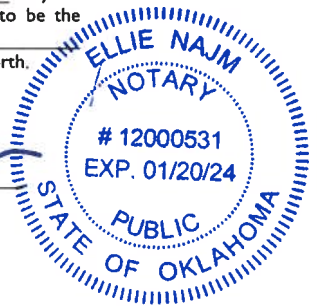
\_\_\_\_\_  
City Attorney

Approved and accepted by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

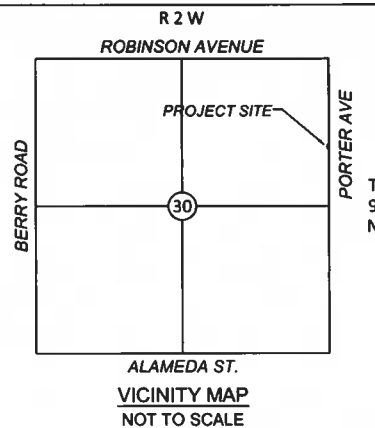
\_\_\_\_\_  
City Clerk  
SEAL:



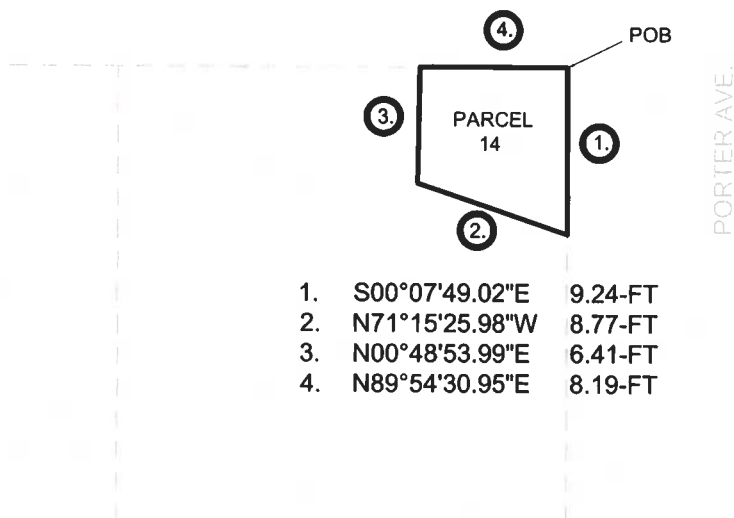
# PARCEL 14

## PERMANENT EASEMENT

OWNER: Vaughn, Jessie M. - 2003 Rev Liv Trust - Trustee  
CITY OF NORMAN PROJECT:  
PORTER AVE. STREETScape



JOHNSON ST.



- |    |                |         |
|----|----------------|---------|
| 1. | S00°07'49.02"E | 9.24-FT |
| 2. | N71°15'25.98"W | 8.77-FT |
| 3. | N00°48'53.99"E | 6.41-FT |
| 4. | N89°54'30.95"E | 8.19-FT |

### LEGAL DESCRIPTION:

#### Parcel 14

A tract of land lying in the Northeast Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NE/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A permanent sidewalk easement that is parallel to Porter Ave, and lies on the West side of Porter Ave. The Point of Beginning (POB) is the Northeast corner of LOT 1, BLOCK 1 Highland Addition. From the POB, the easement extends;

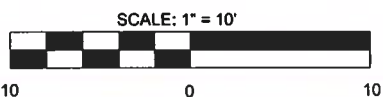
S00°07'49.02"E for a distance of 9.24-FT, THENCE,

N71°15'25.98"W for a distance of 8.77-FT, THENCE,

N00°48'53.99"E for a distance of 6.41-FT, THENCE,

N89°54'30.95"E for a distance of 8.19-FT to the Point of Beginning (POB).

Said tract containing 64.63 square feet or 0.001 acres, more or less.



THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

	PORTER AVE. STREETScape		
	PROJECT NAME		
	PERMANENT PARCEL 14		
SHEET TITLE			
CA #4193 EXPIRES JUNE 30, 2022	10/11/2021 DATE	21T28374 JOB NO.	22 SHEET

**Easement Table**

<b>Parcel No.</b>	<b>Easement No.</b>	<b>Grantors</b>	<b>Document</b>	<b>Cost</b>	<b>Comments</b>
6	E-2122-32	Plaza Inn, Inc.	Permanent Easement	\$32,404.00	0.008 acres- appraised value w/Damages
6B	E-2122-33	Plaza Inn, Inc.	Permanent Easement	\$533.00	0.002 acres- appraised value
6.1	E-2122-34	Plaza Inn, Inc.	Temporary Construction Easement	\$5,068.00	0.061 acres- appraised value
9	E-2122-35	EDO, LLC	Temporary Construction Easement	Donated	0.081 acres
14	E-2122-36	Jessie M. Vaughan 2003 Revocable Trust	Permanent Easement	\$500.00	0.001 acres- appraised value
15	E-2122-37	Physicians & Surgeons Medical, LLC	Permanent Easement	\$5,725.00	0.018 acres- appraised value



Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
13	99		143+99	144+11	Luttrell, Richard C - Trustee
20A	400		144+51	144+71	Norman Municipal Hospital Trust
20.2		1181	144+71	148+45	Norman Municipal Hospital Trust
20B	63		148+45	148+58	Norman Municipal Hospital Trust
20C	59		148+83	148+88	Norman Regional Hospital Authority

END PROJECT
-------------



Parcel: 14  
 Project: Porter Streetscape  
 J/P \_\_\_\_\_  
 City/County: City of Norman

## TRUST CERTIFICATION

Kristen McGoldrick, Trustee hereby certifies as follows:

1. The Jessie M. Vaughan 2003 Revocable Trust is the Record owner of the following property to wit:

See attached legal descriptions for parcels 14

2. The following is a true and correct excerpt from The Jessie M. Vaughan 2003 Revocable Trust  
 .... "The Trustee has the full power to Convey any or all of the Properties..."
3. This trust is in full force and effect.
4. I/WE, Kristen McGoldrick, am/are the appointed Trustee of The Jessie M. Vaughan 2003 Revocable Trust and I/we have full power and authority pursuant to said trust agreement to convey unto The City of Norman the above referenced property.

Kristen McGoldrick  
 Kristen McGoldrick, Trustee

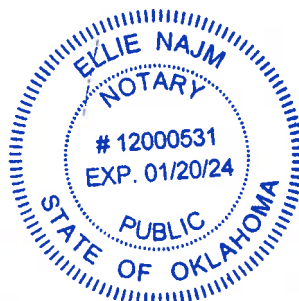
State of Oklahoma )  
Cleveland ) ss.  
 County )

Before me, ELLIE NAJM, a notary In and for this state, on this 1st Day of Feb., 20 22  
 personally appeared Kristen McGoldrick to me known to be the identical person(s) who  
 subscribed the name of the maker thereof to the foregoing instrument as its Trustee, and acknowledged to me that she  
executed the same as her free and voluntary act and deed, and as the free and voluntary act and deed of the trust, for  
 the uses and purposes therein set forth.

Witness my hand and seal the day and year last above written.

My Commission Expires:

01-20-2024



Ellie Najm  
 Notary Public



Doc#: R 2003 29449  
Bk&Pg: RB 3617 592-594  
Filed: 05-29-2003 GVH  
01:59:51 PM MT  
Cleveland County, OK

M  
1750

## MEMORANDUM OF TRUST AGREEMENT

**THIS MEMORANDUM OF TRUST AGREEMENT** made as of the 21st day of MAY, 2003, between **JESSIE M. VAUGHAN**, of Norman, Oklahoma, hereinafter called the "Grantor", and **JESSIE M. VAUGHAN**, hereinafter called the "Trustee";

For the purpose of evidencing of record the existence of **THE JESSIE M. VAUGHAN 2003 REVOCABLE LIVING TRUST**, entered into the 21<sup>st</sup> day of May, 2003, in Oklahoma County, Oklahoma and the power of the Trustee to hold and deal with the assets of said trust, this instrument is executed and recorded pursuant to the intent of the original trust agreement of said date, in which trust agreement appear the following, among other provisions:

### 1. Trust Property.

Grantor, owner of certain property, desiring to establish a trust revocable during the lifetime of Grantor, has caused the Trustee to be named as owner of certain property to which Grantor does hereby transfer and assign to the Trustee all of her right, title and interest in and to such property to be held by it, in trust, and the Trustee accepts such designation, in trust, for the purposes and on the conditions hereinafter set forth.

### 2. Reliance by Third Parties on Trustee's Authority

No person, firm or corporation, dealing with the Trustee with reference to any of the trust property, if acting in good faith, shall be required to ascertain the authority of the Trustee, nor to see to the performance of the trusts, nor be responsible in any way for the proper application of funds or properties paid or delivered to the Trustee for the account of the trusts, but, if acting in good faith, may deal with the Trustee as though the Trustee were the unconditional owner of the property held in trust.

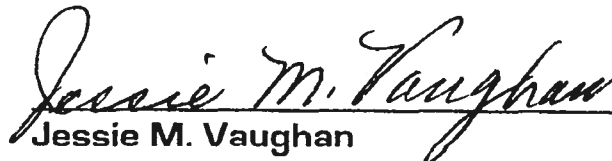
**3. Successor Trustee.**

The Trustee may resign or be removed by a court of proper jurisdiction for failure to faithfully perform its duties. Upon the death, resignation or removal of **JESSIE M. VAUGHAN** as Trustee, **KRISTEN McGOLDRICK** and **LARRY BIGBIE** shall become the Successor Co-Trustees. In the event of the death, resignation or removal of all of the Trustees herein named, the adult beneficiaries receiving income from the trust shall appoint a successor corporate trustee, and in so doing, may move or change the situs of any trust or trusts herein created. The Successor Trustees shall have all the powers, duties and limitations herein set forth.

In the event that the Trustee has become unable to discharge her duties as Trustee of this trust by reason of accident, physical or mental illness, progressive or intermittent physical or mental deterioration or other similar cause, as certified by two independent licensed physicians affirming that each has examined the Trustee and that each has concluded, based upon such examination, that the Trustee is unable to discharge her duties as Trustee, or upon the successor Trustee receiving credible evidence of the Trustee's disappearance or detention so that the Trustee is prevented from acting in her own best interest, said Trustee shall thereupon cease to be Trustee in the same manner as if she had resigned on the date of said certificate.

**IN WITNESS WHEREOF** the parties have executed this agreement the 21<sup>st</sup> day of May, 2003.

**GRANTOR:**

  
\_\_\_\_\_  
Jessie M. Vaughan

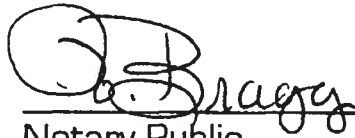
**TRUSTEE:**

  
\_\_\_\_\_  
Jessie M. Vaughan

## STATE OF OKLAHOMA, OKLAHOMA COUNTY, SS:

BEFORE ME, the undersigned, a Notary Public in and for the State of Oklahoma, on this 21<sup>st</sup> day of MAY, 2003, personally appeared Jessie M. Vaughan, to me known to be the identical person who executed the within and foregoing instrument as its Trustee, and acknowledged to me that she executed the same as her free and voluntary act and deed for the uses and purposes therein set forth.

IN WITNESS WHEREOF, I have hereunto set my official signature and official notarial seal the day and year above written.



Notary Public

Commission No. 02012990My Commission Expires: 8-9-06

Jessie M. Vaughan  
6106 East Alameda  
Norman, OK 73026

STATE OF OKLAHOMA      SS  
COUNTY OF CLEVELAND  
I, TAMMY BELINSON, County Clerk in and for the  
county and state above named do hereby certify  
that the foregoing is a true and correct copy of a  
the instrument now on file in my office  
Witness my hand and official seal this  
20 day of February 2003  
TAMMY BELINSON, County Clerk  
By T. Belinson

**File Attachments for Item:**

12. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-37: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM PHYSICIANS & SURGEONS MEDICAL, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$5,725 FOR THE PORTER AVENUE STREETScape 2019 BOND PROJECT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 3/8/2022

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

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF EASEMENT E-2122-37: A PERMANENT PUBLIC SIDEWALK AND UTILITY EASEMENT FROM PHYSICIANS & SURGEONS MEDICAL, L.L.C., AN OKLAHOMA LIMITED LIABILITY COMPANY, IN THE AMOUNT OF \$5,725 FOR THE PORTER AVENUE STREETSCAPE 2019 BOND PROJECT.

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### BACKGROUND:

The Porter Avenue Corridor from Robinson Street south to Alameda Street along with the intersection of Porter Avenue and Acres Street, has been the subject of much discussion and study over the years, due to concerns over traffic and pedestrian safety.

In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

An evaluation of traffic control needs revealed that traffic volumes had reached levels that justify the installation of a new traffic signal at Porter Avenue and Acres Street. Approximately 20,000 vehicles pass through the intersection every day. An aerial photograph of the two 2019 Bond projects within the Porter Avenue Corridor is included in the exhibits to this agenda item.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape Bond Project. The Porter Avenue Streetscape Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. Proposed improvements include:

- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- Street furniture (e.g., benches, trash receptacles, ash urns, etc.)

The Porter Avenue and Acres Avenue Intersection Project began construction in November of 2020 and was completed in January of 2022. The Porter Avenue Streetscape project has been approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in summer of 2022 pending right of way and utility relocations and ODOT environmental review.

On September 10, 2019, the Norman City Council approved Amendment No. 2 to Contract K-1213-165 with Garver Engineers, in the amount of \$185,500, for a total contract amount of \$400,800 for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment No. 3 to Contract K-1213-165 with Garver Engineers, in the amount of \$175,000 for a total contract amount of \$575,800 for the design of the Porter Avenue Streetscape project, which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On July 13 2021, the Norman City Council approved Authorization for Expenditure No. Six under on-call Contract K-1314-102 with Smith-Roberts Land Services (SRLS), in the amount of \$89,055, for right-of-way acquisition services.

On October 26, 2021 City Council approved Authorization for Expenditure No. Seven, under Contract K-1314-102 with Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$10,884 to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project.

## **DISCUSSION:**

Right-of-way acquisition necessary for the Porter Avenue Streetscape 2019 Bond Project, consists of thirty-three (33) separate easements on twenty (20) parcels. Smith-Roberts Land Services (SRLS) oversaw and reviewed the appraisal of each parcel, and assisted the City staff in the preparation of offer letters to each property owner affected, based on the appraised values and damages. These easements are typically small in size and have minimal impact on the existing property. The easements are usually needed to properly construct public sidewalks and driveways.

The offer letters were sent on January 10, 2022, and contained information identifying the required easements and encouraged each property owner to consider donation of the property. City staff and SRLS have met with the affected property owners individually, to answer questions and aid them in understanding the right of way acquisition process, as well as the effect it will have on their properties.

This project has been approved for federal funding for FYE 2022. In order to meet the project schedule to secure the federal funds, the City needs to acquire all associated parcels by June 2022. In an effort to encourage prompt responses to the City's offers, a second and final letter was sent to each owner of unsecured parcels requesting that they contact the city and finalize



any right of way negotiations to secure all parcels by March 8, to avoid the necessity of filing for eminent domain proceedings. Those letters were sent on February 9, 2022.

To date, the owners of four (4) parcels, consisting of six (6) separate easements, have agreed to offers made from the City, totaling \$44,230. The secured easements are for parcels 6, 9, 14, and 15. Funds for right-of-way acquisition are available in the Porter Avenue Streetscape 2019 Bond Project (BP0418, 50594019-46001 LAND)

**RECOMMENDATION 1:**

Staff recommends the above described easements be accepted, and that payment be authorized, where appropriate, and the filing be directed thereof.

Parcel No: 15  
Project No: 21T28374

**GRANT OF EASEMENT**  
City of Norman

Know all men by these presents:

That Physicians & Surgeons Medical, LLC, an Oklahoma limited liability company for and in consideration of the sum of Ten Dollars and Other Valuable Consideration (\$10.00 and OVC), receipt of which is hereby acknowledged, and for and upon other good and valuable considerations, do hereby grant, bargain, sell and convey unto the City of Norman, a municipal corporation, a public sidewalk and utility easement and right-of-way over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, the following described land to wit:

See attached Legal Description/Exhibit for Parcel 15

Said tract containing 802.79 sq ft or 0.018 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 a public sidewalk and utility.

**PUBLIC SIDEWALK AND UTILITIES**

To have and to hold the same unto the said city, its successors, and assigns forever.

Signed and delivered this 8th day of February, 20 22.

X Burk Collins

**REPRESENTATIVE ACKNOWLEDGEMENT**

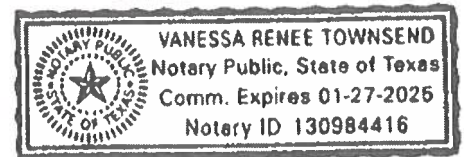
STATE OF TEXAS, COUNTY OF TARRANT, SS:

Before me, the undersigned, a Notary Public in and for said County and State, on this 8th day of February, 20 22, personally appeared Burk Collins, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that Burk Collins executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.

My Commission Expires: 1-27-25 Notary Public: Vanessa Renee Townsend

**STAMP SEAL:**



Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

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

Approved and accepted by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20 \_\_\_\_.

\_\_\_\_\_  
Mayor

**ATTEST:**

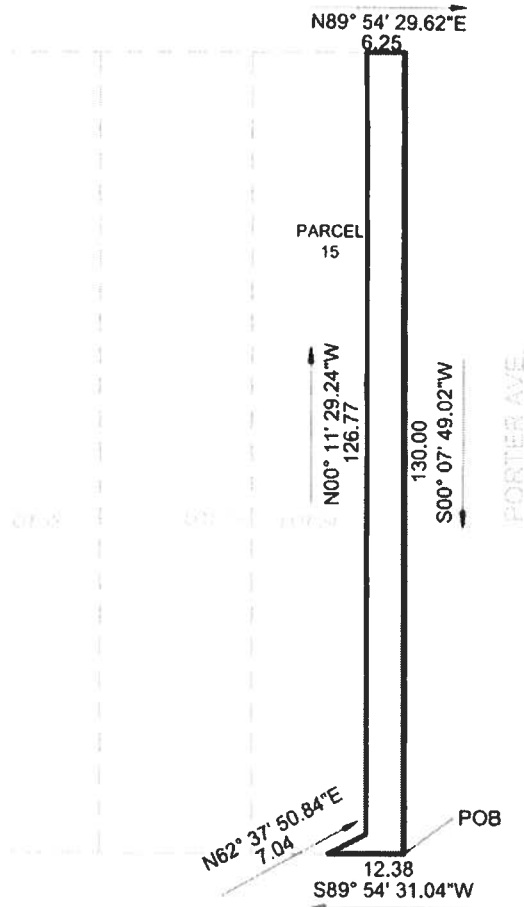
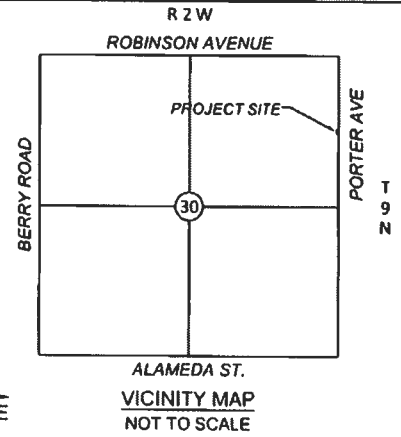
\_\_\_\_\_  
City Clerk

**STAMP SEAL:**

# PARCEL 15

## PERMANENT EASEMENT

OWNER: Physicians & Surgeons Medical, LLC  
CITY OF NORMAN PROJECT:  
PORTER AVE. STREETSCAPE



### LEGAL DESCRIPTION:

#### Parcel 15

A tract of land lying in the Northeast Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NE/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A permanent sidewalk easement that is parallel to Porter Ave, and lies on the West side of Porter Ave. The Point of Beginning (POB) is the Southeast corner of LOT 34, BLOCK 2, Highland Addition. From the POB, the easement extends;

S89°54'31.04"W for a distance of 12.38-FT, THENCE,

N62°37'50.84"E for a distance of 7.04-FT, THENCE,

N00°11'29.24"W for a distance of 126.77-FT, THENCE,

N89°54'29.62"E for a distance of 6.25-FT, THENCE,


S00°07'49.02"W for a distance of 130.00-ft to the Point of Beginning (POB).

Said tract containing 802.79 square feet or 0.018 acres, more or less.

SCALE: 1" = 30'



THIS EXHIBIT IS NOT A LAND OR BOUNDARY SURVEY PLAT

	PORTER AVE. STREETSCAPE		
	PROJECT NAME		
	PERMANENT PARCEL 15		
SHEET TITLE			
CA #4193 EXPIRES JUNE 30, 2022	10/11/2021 DATE	21T28374 JOB NO.	23 SHEET

**Easement Table**

<b>Parcel No.</b>	<b>Easement No.</b>	<b>Grantors</b>	<b>Document</b>	<b>Cost</b>	<b>Comments</b>
6	E-2122-32	Plaza Inn, Inc.	Permanent Easement	\$32,404.00	0.008 acres- appraised value w/Damages
6B	E-2122-33	Plaza Inn, Inc.	Permanent Easement	\$533.00	0.002 acres- appraised value
6.1	E-2122-34	Plaza Inn, Inc.	Temporary Construction Easement	\$5,068.00	0.061 acres- appraised value
9	E-2122-35	EDO, LLC	Temporary Construction Easement	Donated	0.081 acres
14	E-2122-36	Jessie M. Vaughan 2003 Revocable Trust	Permanent Easement	\$500.00	0.001 acres- appraised value
15	E-2122-37	Physicians & Surgeons Medical, LLC	Permanent Easement	\$5,725.00	0.018 acres- appraised value





Porter Ave from Alameda to Gray St					
West Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
16		201	111+32	111+82	S.W. Armstrong, Jr.
12	1295		101+02	102+02	Goodman Investments, LLC
12.1	337		112+02	113+42	Liberty National Bank & Trust CO.
11	43		116+96	117+22	Goodmain, Inc.
Porter Ave from Alameda to Gray St					
East Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
1	287		100+07	100+42	Bradley K. Goodman
1.1		485	100+07	100+42	Bradley K. Goodman
2	871		100+62	102+02	Bl P, LLC
2.1		10	100+62	100+66	Bl P, LLC
3	392		102+82	104+22	Goodman Investments, LLC
3.1		913	102+82	104+22	Goodman Investments, LLC
4	330		104+42	105+82	Hollingsworth, Phil & Christie Ann- Rev. TRT-CO Trees 1/5
5	211		106+62	108+03	Goodman Investments, LLC
5.1		2602	106+62	108+03	Goodman Investments, LLC
6A	342		108+22	108+56	Plaza Inn, Inc.
6B	75		109+54	109+62	Plaza Inn, Inc.
6.1		2751	108+22	109+62	Plaza Inn, Inc.
7		2961	112+02	113+43	Rowland, Meredith & Jeff- Liv Trt
8		2889	112+02	113+43	D & J Land, LLC
9		58	114+22	115+62	Goodmain, Inc.
10	1296		116+63	117+22	North Porter Center, LLC
10.1		147	116+63	117+22	North Porter Center, LLC
Porter Ave from Hughbert to Robinson St					
West Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
21		34	136+88	136+92	Boomer's Express Corp.
14	65		143+93	144+02	Vaughn, Jessie M - 2003 Rev Liv Trust - Trustee
15	812		144+58	145+88	Physicians & Surgeons Medical, LLC
17	546		147+92	149+22	Physicians & Surgeons Medical, LLC
18	184		149+69	150+68	Rieger, LLC
18.1		22	150+61	150+68	Rieger, LLC
19		359	155+31	155+71	Mark Stanley A- Rev Trt
Porter Ave from Hughbert to Robinson St					
East Side					
Parcel	Sidewalk & Utility Easement	Temporary Construction Easement	Station Start	Station End	Landowner Information
20.1		420	139+31	140+71	Norman Municipal Hospital Trust
13	99		143+99	144+11	Luttrell, Richard C - Trustee
20A	400		144+51	144+71	Norman Municipal Hospital Trust
20.2		1181	144+71	148+45	Norman Municipal Hospital Trust
20B	63		148+45	148+58	Norman Municipal Hospital Trust
20C	59		148+83	148+88	Norman Regional Hospital Authority

L:\CAB\Projects\374 - Porter Avenue Streetscape\DWG\ODOT Sheets\Norman Parcel Map - ODOT.dwg  
Location Map - ODOT - LOCATION MAP  
SCPrice  
10/12/2021 4:02 PM



## AFFIDAVIT OF MANAGING MEMBER

Burk Collins, the Managing Member of Physicians & Surgeons Medical, LLC, an Oklahoma limited liability company hereby certifies as follows:

1. Physicians & Surgeons Medical, LLC, an Oklahoma limited liability company is the record owner of the following described property, to-wit:

Please see attached legal and exhibit for parcel 15

2. The Physicians & Surgeons Medical, LLC, an Oklahoma limited liability company is still in full force and effect.
3. I, Burk Collins, am the appointed Managing Member of Physicians & Surgeons Medical, LLC, an Oklahoma limited liability company and that I have full power and authority pursuant to said agreement to convey unto the City of Norman, OK the above referenced property.

Burk Collins  
Managing Member

2-8-22

Date

State of Texas

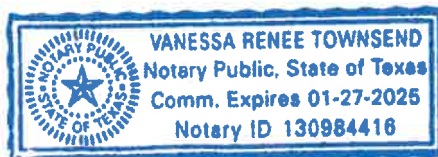
County of Tarrant

On this 8th day of February, 20 22, before me the undersigned, a Notary Public in and for the county and state aforesaid, personally appeared Burk Collins to me known to be the identical person who executed the within and foregoing instrument as its Managing Partner and acknowledged to me that Burk Collins executed the same as his free and voluntary act and deed for the uses and purposes therein set forth. Given under my hand and seal of office the day and year last above written.

My Commission Expires: 1-27-25 Commission# 130984416

Notary Public Vanessa Renee Townsend

STAMP SEAL:





**File Attachments for Item:**

13. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF NORMAN RURAL CERTIFICATE OF SURVEY COS-2122-9 AND A VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR TRACT 8 FOR OAK HILL RANCH AND EASEMENT E-2122-31. (LOCATED AT THE INTERSECTION OF 108TH AVENUE S.E. AND ETOWAH ROAD)



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 02/22/2022

**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-2122-9 AND A VARIANCE IN THE MINIMUM ACREAGE REQUIREMENT FOR TRACT 8 FOR OAK HILL RANCH AND EASEMENT E-2122-31. (LOCATED AT THE INTERSECTION OF 108TH AVENUE S.E. AND ETOWAH ROAD)

### **BACKGROUND:**

This item is Norman Rural Certificate of Survey No. COS-2122-9 for Oak Hill Ranch and is located at the northwest corner of the intersection of 108<sup>th</sup> Avenue S.E. and Etowah Road.

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

Planning Commission, at its meeting of January 13, 2022, approved Norman Rural Certificate of Survey COS-2122-9 for Oak Hill Ranch with a variance in the minimum acre requirement for Tract 8 from 10 acres to 9.06 acres.

### **DISCUSSION:**

This property consists of 79.06 acres. Tract 1 consists of 10.00 acres, Tract 2 consists of 10.00 acres, Tract 3 consists of 10.00 acres, Tract 4 consists of 10.00 acres, Tract 5 consists of 10.00 acres, Tract 6 consists of 10.00 acres, Tract 7 consists of 10.00 acres and Tract 8 consists of 9.06 acres. Rather than creating all of the tracts less than 10 acres, the developer requested a variance for one tract. The tract is still sufficient in size to develop.

This certificate of survey, if approved, will allow one single family structure on each tract. Private individual sanitary sewer systems and water wells 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 trucks.

A private road easement is located on Tracts 3 and 4 for a future private road serving future tracts to the west.

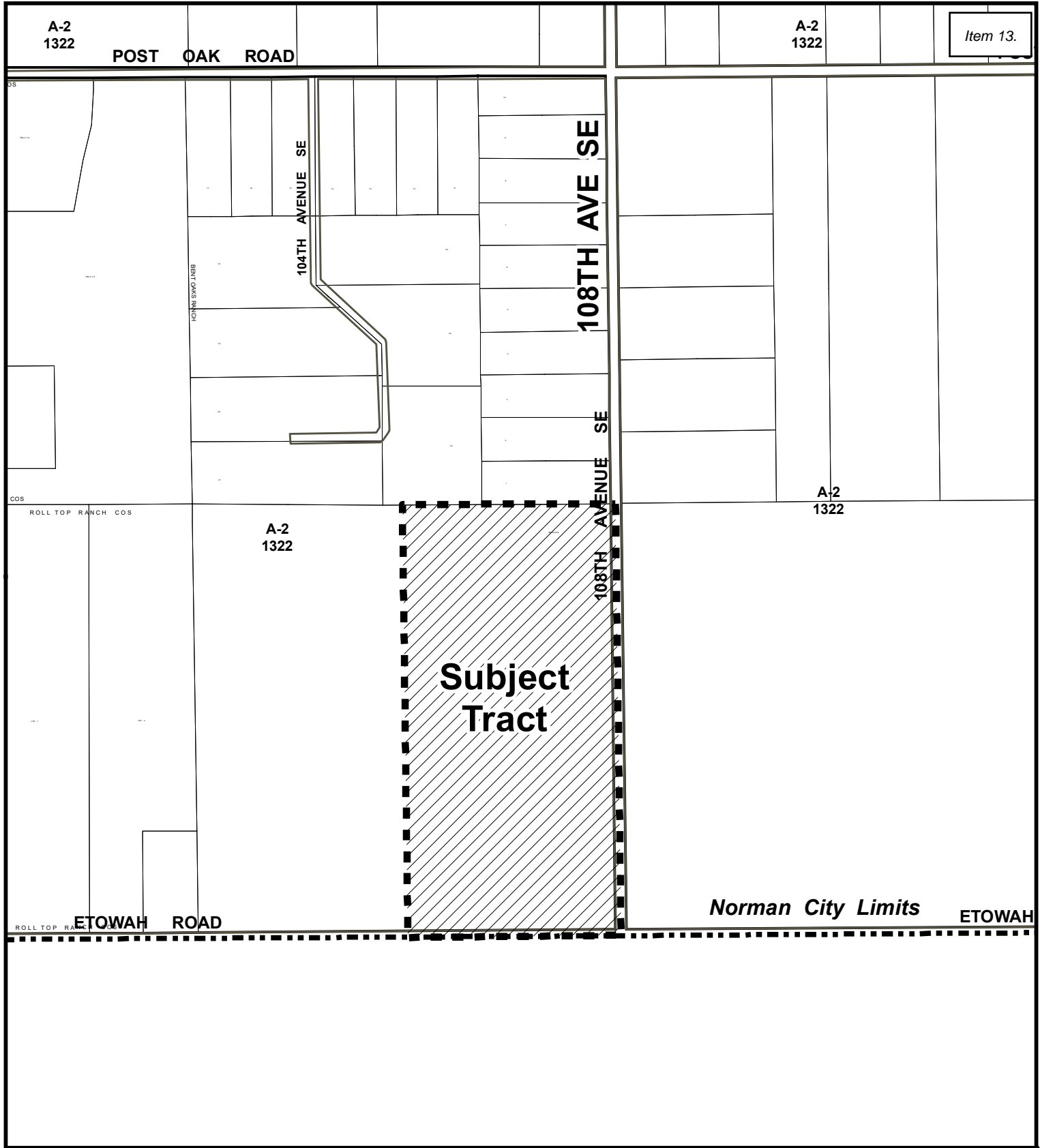
Tracts 4 and 5 contain Water Quality Protection Zone (WQPZ) to establish a stream buffer for Clear Creek which is a tributary of Lake Thunderbird. However, there is sufficient area to

construct structures outside of the WQPZ. This area will be protected by the owners per required covenants.

Covenants addressing the WQPZ are being reviewed by City Legal staff.

**RECOMMENDATION:**

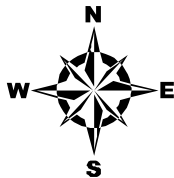
The surveyor has requested a variance in the minimum acre requirement from 10 acres to 9.06 acres for Tract 8. Based upon the above information, staff recommends approval of the request for a variance in the minimum requirements for 10 acres to 9.06 acres and approval of Norman Rural Certificate of Survey No. COS-2122-9, Easement No. E-2122-31 for Oak Hill Road.



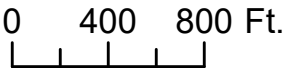
# Location Map





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 7, 2021



-  Subject Tract
-  Zoning

G:\arcGIS10\MapTemplates&T1\_LocationMapAndMap10.mxd





GRANT OF EASEMENT

WOPZ  
E-2122-31

KNOW ALL MEN BY THESE PRESENTS:

THAT T-Plus, LLC, an Oklahoma limited liability company, 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, does hereby grant, bargain, sell, and convey unto the City of Norman, a municipal corporation, a drainage easement over, across, and under the following described real estate and premises situated in the City of Norman, Cleveland County, Oklahoma, to wit:

See Exhibit A for Legal Description

with the right of ingress and egress to and from the same, for the purpose of surveying, laying out, constructing, maintaining, and operating a drainage easement as indicated below:

Drainage and Other Rights for Water Quality Protection Zone

To have and to hold the same unto the said City, its successors, and assigns forever.


SIGNED and delivered this 22 day of February 2022.

T-PLUS, LLC

Signature:

Printed Name:

Title:

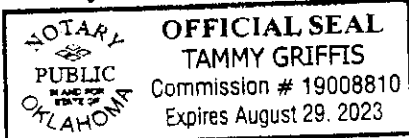
  
Michael D. Thomas  
Manager

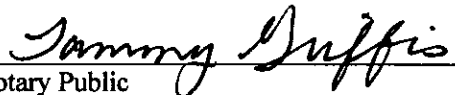
REPRESENTATIVE ACKNOWLEDGMENT

STATE OF OKLAHOMA, COUNTY OF CLEVELAND, SS:

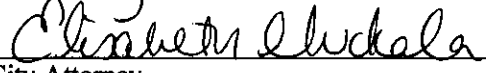
Before me, the undersigned, a Notary Public in and for said County and State, on this 17<sup>th</sup> day of February, 2022 personally appeared Michael D. Thomas, as Manager of T-Plus, LLC, an Oklahoma limited liability company, to me known to be the identical person(s) who executed the foregoing grant of easement and acknowledged to me that he executed the same as his free and voluntary act and deed for the uses and purposes therein set forth.

WITNESS my hand and seal the day and year last above written.



  
Notary Public

Approved as to form and legality this 22 day of February, 2022.

  
City Attorney

Approved and accepted by the Council of the City of Norman, this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
Mayor

ATTEST:

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

SEAL:

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, before me personally appeared \_\_\_\_\_ and \_\_\_\_\_, to me known to be the identical persons who executed the same as their free and voluntary act and deed of such municipal corporation, for the uses and purposes therein set forth.

Witness my hand and official seal the day and year last above written.

\_\_\_\_\_  
Notary Public

**EXHIBIT A****LEGAL DESCRIPTION OF WOPZ EASEMENT**

E-2122-31

**WATER QUALITY PROTECTION ZONE  
LEGAL DESCRIPTION**

A tract of land located in the Southeast Quarter (SE/4) of Section Twenty-Two (22), Township Eight (8) North, Range One (1) West of the Indian Meridian (I.M.), Oklahoma City, Cleveland County, Oklahoma, being more particularly described as follows:

COMMENCING at the Southeast Corner of the Southeast Quarter (SE/4) of said Section Twenty-Two; Thence N00°44'02"W a distance of 1174.15 feet to the POINT OF BEGINNING; Thence from said POINT OF BEGINNING S89°15'58"W a distance of 58.18 feet; Thence N80°20'56"W a distance of 110.77 feet; Thence N46°39'47"W a distance of 339.49 feet; Thence N38°35'18"E a distance of 150.96 feet, Thence S90°00'00"E a distance of 75.90 feet; Thence S45°58'53"E a distance of 290.77 feet; Thence N89°15'58"E a distance of 33.00 feet; Thence S00°44'02"E a distance of 167.19 feet, to the POINT OF BEGINNING and containing 1.95 acres more or less and subject to any easements or rights-of-way of record.

Planning Commission Agenda  
January 13, 2022

---

CERTIFICATE OF SURVEY  
COS-2122-9

---

ITEM NO. 4

**STAFF REPORT**

**ITEM:** Consideration of **NORMAN RURAL CERTIFICATE OF SURVEY NO. COS-2122-9 FOR OAK HILL RANCH.**

**LOCATION:** Located at the northwest corner of the intersection of 108<sup>th</sup> Avenue S.E. and Etowah Road.

**INFORMATION:**

1. Owners. T-Plus, LLC.
2. Developer. T-Plus, LLC.
3. Surveyor. Anchor Engineering.

**HISTORY:**

1. October 21, 1961. City Council adopted Ordinance No. 1315 annexing a portion of this property into the Norman Corporate City limits without zoning.
2. October 21, 1961. City Council adopted Ordinance No. 1318 annexing the remainder of this property into the Norman Corporate City limits without zoning.
3. October 30, 1961. Planning Commission recommended to City Council that this property be placed in A-2, Rural Agricultural District.
4. 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.
3. Water. Individual water wells will be installed in accordance with City and Oklahoma Department of Environmental Quality standards.

4. Acreage. This property consists of 79.06 acres. Tract 1 consists of 10.00 acres, Tract 2 consists of 10.00 acres, Tract 3 consists of 10.00 acres, Tract 4 consists of 10.00 acres, Tract 5 consists of 10.00 acres, Tract 6 consists of 10.00 acres, Tract 7 consists of 10.00 acres and Tract 8 consists of 9.06 acres.
5. Private Road. A private road easement is located on Tracts 3 and 4 for a future private road serving future tracts to the west.
6. Water Quality Protection Zone. Tracts 4 and 5 contain WQPZ. However, there is sufficient area to construct structures outside of the WQPZ. This area will be protected by the owners per required covenants.
7. Covenants. Covenants addressing the WQPZ are being reviewed by City Legal staff.

**SUPPLEMENTAL MATERIAL:** Copies of a location map, Norman Rural Certificate of Survey No. COS-2122-9 for Oak Hill Ranch and a letter of request for a variance in the minimum acreage requirement for Tract 8 are included in the Agenda Book.

**STAFF COMMENTS AND RECOMMENDATION:** The applicant's surveyor is requesting a variance to the ten (10) acre requirement for Tract 8 based on the fact this is a short section and there was never a full 160 acres. Staff supports the variance and Norman Rural Certificate of Survey No. COS-2122-9 for Oak Hill Ranch.

**ACTION NEEDED:** Recommend approval or disapproval of a variance in the minimum acreage requirement for Tract 8 from 10 acres to 9.06 acres and recommend approval or disapproval of Norman Rural Certificate of Survey No. COS-2122-9 for Oak Hill Ranch to City Council.

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

OAK HILL RANCH  
COS VARIANCE REQUEST

The following information is intended to request a variance for the proposed application of the Oak Hill Ranch Norman Rural Certificate of Survey. Subdivision Regulations were rewritten and adopted by City Council on November 14, 2000. With adoption, requirements for subdividing in the rural Norman area required that a Norman Rural Certificate of Survey be submitted to the Greenbelt Commission, Planning Commission and City Council and that all tracts shall be a minimum of 10 acres.

The subject property Tract 8 measures 9.06 +/- acres. The section corners have a measured separation that is less than 1 mile, or 5,280 feet. As a result the southeast quarter of the subject section measured less than 160 acres. If the section was a true square mile then the subject property would measure precisely 160 acres.

Given the information stated above, the applicant respectfully requests a variance for the subject property.



GBC 21-35

APPLICANT	T-Plus, LLC
LOCATION	The NW corner of 108th Ave SE & Etowah Rd NW
PROPOSAL	Oak Hill Ranch COS; Divide approximately 80 acres into 8 tracts; slated for approximately 10 acres each
NORMAN 2025 LAND USE	Current: Country Residential
LAND USE	Current: Vacant Proposed: Single-family residential

Greenbelt Commission Final Comments - GBC 21-35

Greenbelt forwards this item with no additional comments.

**NORMAN PLANNING COMMISSION  
REGULAR SESSION MINUTES**

**JANUARY 13, 2022**

The Planning Commission of the City of Norman, Cleveland County, State of Oklahoma, met in Regular Session in Conference Room D, Building A of the Norman Municipal Building, 201 West Gray Street, on the 13<sup>th</sup> day of January, 2022.

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

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

\* \* \*

Item No. 1, being:

**ROLL CALL**

MEMBERS PRESENT

Sandy Bahan  
Dave Boeck  
Kevan Parker  
Michael Jablonski  
Steven McDaniel  
Erica Bird

MEMBERS ABSENT

Erin Williford

A quorum was present.

STAFF MEMBERS PRESENT

Lora Hoggatt, Planning Services Manager  
Colton Wayman, Planner I  
Roné Tromble, Recording Secretary  
Bryce Holland, Multimedia Specialist  
Heather Poole, Asst. City Attorney  
Todd McLellan, Development Engineer  
Jami Short, Traffic Engineer

\* \* \*

**CONSENT DOCKET**

Item No. 2, being:

**CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF THE MINUTES OF THE DECEMBER 9, 2021 REGULAR PLANNING COMMISSION MEETING.**

Item No. 3, being:

**COS-2122-8 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY JACOB AND DANA BRADFORD (POLLARD & WHITED SURVEYING, INC.) FOR BRADFORD HILLS ESTATES, WITH A VARIANCE IN THE PRIVATE ROAD WIDTH, FOR 39.9757 ACRES OF PROPERTY GENERALLY LOCATED SOUTH OF STELLA ROAD AND ½ MILE WEST OF 144<sup>TH</sup> AVENUE N.E.**

Item No. 4, being:

**COS-2122-9 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY T-PLUS, L.L.C. (ANCHOR ENGINEERING) FOR OAK HILL RANCH FOR 79.06 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF 108<sup>TH</sup> AVENUE S.E. AND ETOWAH ROAD.**

**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.

*Sandy Bahan moved to approve the Consent Docket as presented. Dave Boeck seconded the motion.*

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

YEAS

NAYES

MEMBERS ABSENT

Sandy Bahan, Dave Boeck, Kevan Parker, Michael Jablonski, Steven McDaniel, Erica Bird

None

Erin Williford

Ms. Tromble announced that the motion, to adopt the Consent Docket as presented, passed by a vote of 6-0.

\* \* \*

Item No. 4, being:

**COS-2122-9 – CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A NORMAN RURAL CERTIFICATE OF SURVEY SUBMITTED BY T-PLUS, L.L.C. (ANCHOR ENGINEERING) FOR OAK HILL RANCH FOR 79.06 ACRES OF PROPERTY GENERALLY LOCATED AT THE NORTHWEST CORNER OF 108<sup>TH</sup> AVENUE S.E. AND ETOWAH ROAD.**

**ITEMS SUBMITTED FOR THE RECORD:**

1. Location Map
2. Certificate of Survey for OAK HILL RANCH
3. Staff Report
4. Variance Request
5. Greenbelt Commission Comments

This item was recommended to City Council for approval on the Consent Docket by a vote of 6-0.

\* \* \*

**File Attachments for Item:**

14. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-18: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NELSON\NYGAARD CONSULTING ASSOCIATES, INC., INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$16,952 FOR A REVISED CONTRACT AMOUNT OF \$166,952 TO AMEND THE TRANSIT LONG RANGE PLAN (GO NORMAN TRANSIT PLAN) TO REFLECT THE PROPOSED LOCATION OF THE NEW TRANSIT CENTER AND CONDUCT ADDITIONAL ANALYSES RELATED TO TRANSIT CENTER OPERATIONS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 3/08/2022

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

**PRESENTER:** Shawn O'Leary, Director of Public Works

**TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AMENDMENT NO. ONE TO CONTRACT K-2021-18: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND NELSON\NYGAARD CONSULTING ASSOCIATES, INC., INCREASING THE CONTRACT IN AN AMOUNT NOT-TO-EXCEED \$16,952 FOR A REVISED CONTRACT AMOUNT OF \$166,952 TO AMEND THE TRANSIT LONG RANGE PLAN (GO NORMAN TRANSIT PLAN) TO REFLECT THE PROPOSED LOCATION OF THE NEW TRANSIT CENTER AND CONDUCT ADDITIONAL ANALYSES RELATED TO TRANSIT CENTER OPERATIONS AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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### **BACKGROUND:**

City Council, in its meeting of July 14, 2020, approved Contract K-2021-18 with Nelson/Nygaard Consulting Associates, Inc., in an amount not-to-exceed \$150,000 to update the Transit Long Range Plan and perform associated tasks.

Over the course of 11 months between July 2020 and June 2021, City staff and staff from Nelson\Nygaard Consulting Associates, Inc. collaborated to use feedback from citizens and key stakeholders to complete the Go Norman Transit Plan. The Go Norman Transit Plan is the long range transit plan for the City of Norman and serves as a guide for updates and improvements to the public transportation system in Norman. The Go Norman Transit Plan was adopted unanimously by the City Council on June 22, 2021.

During the development of Go Norman Transit Plan, many sites were considered in the City downtown area for a new transit center. Ultimately, The Depot was identified as the preferred site for a City bus transit center; however, after the Plan was completed and approved the City revived interest in purchasing real property at 320 East Comanche Street in Norman to be used as the City's public transportation transit center. After working with the seller, Council approved a purchase sale agreement (PSA) for the property at 320 E. Comanche Street on January 18, 2022. The City closed on the property on March 4, 2022.



## **DISCUSSION:**

In order to integrate the real property being purchased for the Transit Center into the existing Go Norman Transit Plan, a contract amendment is proposed for additional work to make the needed updates outlined below:

- Update System and Route Maps - Produce updated system maps and individual route maps reflecting the alignment changes necessary to serve the proposed Transit Center location at 320 E. Comanche Street.
- Transit Center Bus Bay Requirements and Transfer Matrix - Develop a transfer matrix identifying potential adjustments to route schedules to enable transfers between all routes at the downtown Transit Center and identify the number of bus bays required to accommodate all routes in the current system. This analysis will include an evaluation of the system's future expansion as developed in the existing Go Norman Transit Plan.
- New Downtown Transit Center Map - Evaluate the pedestrian infrastructure immediately surrounding the proposed transit center to ensure safe and convenient accessibility.
- Transit Center Amenity Considerations - Identify the potential amenities that may be included at the physical Transit Center location such as passenger waiting areas, lighting, open space, and restroom facilities.

Included in the proposal from Nelson\Nygaard Consulting Associates, Inc. is one presentation to the Council Community Planning & Transportation Subcommittee detailing the project findings and relevant updates to the Go Norman Transit Plan. The estimated cost of the proposal is \$16,952 and the project would be complete by the end of May 2022.

## **RECOMMENDATION NO. 1:**

Staff recommends approval of Amendment One to Contract K-2021-18 with Nelson\Nygaard Consulting Associates, Inc. to amend the transit long range plan (Go Norman Transit Plan) to reflect the proposed location of the new Transit Center and conduct additional analyses related to transit center operations

## **RECOMMENDATION NO. 2:**

Staff recommends a budget appropriation in the amount of \$16,952 from the General Fund Balance (10-29000) to Professional Services Consultant-Design (27550277-44002).

**Amendment No. 1**  
**AGREEMENT FOR CONSULTING SERVICES**

This Amendment No. 1 to Contract No. 2021 is between City of Norman, Oklahoma, a municipal corporation (hereinafter referred to as CITY) and Nelson\Nygaard, (hereinafter referred to as CONSULTANT) is hereby amended as set forth below.

**WITNESSETH:**

WHEREAS, for the purpose and subject to the terms and conditions hereinafter set forth, the CITY contracted for the performance of certain services from CONSULTANT in Contract No. K-2121-18 to complete a Long-Range Transit Plan (LRTP), *GONORMAN*.

WHEREAS, the Agreement was for 40 months and a total of \$323,040.00.

WHEREAS, the *GoNorman* Transit Plan, identifies the Depot as the preferred site for a City bus transit center; however, after the Plan was completed and approved the City revived interest in purchasing real property at 320 East Comanche Street in Norman to be used as the City's public transportation transit center. That property was purchased on March 4, 2022 necessitating a revision of the *GoNorman* Transit Plan. In order to integrate the real property being purchased for the Transit Center into the existing Go Norman Transit Plan, this amendment to the underlying contract is needed.

WHEREAS, review of the Agreement has led the CITY and CONSULTANT to agree to revise Article 21 as set out below.

NOW, THEREFORE, the parties desire to amend Contract No. K-2021-18 as follows:

1. The Project shall be amended to allow the CONSULTANT an additional 100-hours of work at a cost of \$16,952, to assist the CITY in tasks set out in Exhibit A.

**All other terms and conditions set forth in Contract No. K-2021-18 shall remain the same and unaltered by this Amendment No. 1 for the duration of this AGREEMENT.**

IN WITNESS THEREOF, CITY and CONTRACTOR have executed this Amendment No. 1 to Contract No. K-2021-18.

DATED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

**CITY OF NORMAN, OKLAHOMA**

By: \_\_\_\_\_

Mayor Breea Clark

Amendment No. 1 to K-2021-18

ATTEST:

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

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Office of the City Attorney

**NELSON\NYGAARD CONSULTING ASSOCIATES, INC.**

By: 

Name: Tom Bacus

Title: Director of Operations

# MEMORANDUM

**To:** Taylor Johnson, City of Norman

**From:** James Gamez, Nelson\Nygaard  
Peter Soderberg, Nelson\Nygaard

**Date:** February 7, 2022

**Subject:** Go Norman Transit Plan Update

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Nelson\Nygaard completed a Long-Range Transit Plan (LRTP), branded as *Go Norman*, in June 2021. Following the completion of the LRTP, the City of Norman has pursued a real estate purchase agreement to develop a new transit center in the downtown Norman area. As a result of this purchase, the City of Norman is interested in continuing its partnership with Nelson\Nygaard by entering into an agreement to update the LRTP to reflect the location of this transit center and conduct additional analyses related to transit center operations. Specific tasks related to these updates were discussed with the city and are identified below.

## Task 1 – Updated System and Route Maps

Building upon design work previously completed for *Go Norman*, the project team will design and produce updated system maps and individual route maps reflecting the alignment changes necessary to serve the proposed transit center location. These maps will be included in the revised LRTP document and delivered as digital files that will be made available for print and uploading to the city website.

## Task 2 – Transit Center Bus Bay Requirements and Transfer Matrix

Using existing service frequency, spans, and schedules, the Nelson\Nygaard team will develop a transfer matrix identifying potential adjustments to route schedules to enable transfers between all routes at the downtown transit center. Additionally, this analysis will identify the number of bus bays required at the transit center to accommodate all routes in the EMBARK Norman system. This analysis will include an evaluation of the system expansion identified in the LRTP to evaluate the number of bus bays required for full system build out. This ensures that the transit center is developed to align with the growth assumptions identified in the LRTP.

## Task 3 – New Downtown Transit Center Map

Recognizing that the majority of transit riders begin and end their trips as pedestrians, it is necessary to evaluate the pedestrian infrastructure immediately surrounding the proposed transit center to ensure safe and convenient accessibility. The Nelson\Nygaard team will develop a map denoting the transit center area and include proposed infrastructure upgrades, including but not limited to, sidewalks, crosswalks, and signal lights.

## Task 4 – Transit Center Amenity Considerations

In addition to the recommended infrastructure improvements surrounding the transit center identified in Task 3, there are several types of amenities that may be included at the physical transit center location. This task will identify the potential amenities for the city to consider, including passenger waiting areas, lighting, open space, and restroom facilities, among others.

## Task 5 – Planning & Transportation Subcommittee Presentation

Following the completion of Tasks 1-4, the Nelson\Nygaard team will be available to provide one presentation to the Planning & Transportation Subcommittee detailing the project findings and relevant updates to the EMBARK Norman system.

## BUDGET

		Nelson\Nygaard Labor Costs								
		James Gamez	Peter Soderberg	Alexandra Weber						
Principal		Senior Associate I	Associate I							
70.7		40.38	30.3							
133.50		76.28	57.22							
20.42		11.67	8.75							
Total Billing Rate		\$224.59	\$128.33	\$96.26	Hours	Cost	Total Labor Hours	Total Labor Costs	Total Travel Expenses	Total Costs
Task	Description									
0	PROJECT MANAGEMENT and QA/QC	10	10		20	\$3,529	20	\$3,529		\$3,529
1	Updated System and Route Maps									
1.1	Updated System and Route Maps	2	4	30	36	\$3,850	36	\$3,850		\$3,850
Task Total		2	4	30	36	\$3,850	36	\$3,850	\$0	\$3,850
2	Transit Center Bus Bay Requirements and Transfer Matrix									
2.1	Transit Center Bus Bay Requirements and Transfer Matrix	8	8		16	\$2,823	16	\$2,823		\$2,823
Task Total		8	8	0	16	\$2,823	16	\$2,823	\$0	\$2,823
3	New Downtown Transit Center Map									
3.1	New Downtown Transit Center Map	4	4	8	16	\$2,182	16	\$2,182		\$2,182
Task Total		4	4	8	16	\$2,182	16	\$2,182	\$0	\$2,182
4	Transit Center Amenity Considerations									
4.1	Transit Center Amenity Considerations	4	4		8	\$1,412	8	\$1,412		\$1,412
Task Total		4	4	0	8	\$1,412	8	\$1,412	\$0	\$1,412
5	Planning and Transportation Subcommittee Presentation									
5.1	Planning and Transportation Subcommittee Presentation	2	2		4	\$706	4	\$706		\$706
Task Total		2	2	0	4	\$706	4	\$706	\$2,450	\$3,156
TOTAL HOURS		30	32	38	100		100			
TOTAL COSTS		\$6,738	\$4,106	\$3,658		\$14,502		\$14,502	\$2,450	\$16,952

# SCHEDULE

Item 14.

		2022																				
		February				March				April				May					June			
Task	Description	7	14	21	28	7	14	21	28	4	11	18	25	2	9	16	23	30	6	13	20	27
0	Project Managemenet and QA/QC																					
1	Updated System and Route Maps																					
1.1	Updated System and Route Maps																					
2	Transit Center Bus Bay Requirements and Transfer Matrix																					
2.1	Transit Center Bus Bay Requirements and Transfer Matrix																					
3	New Downtown Transit Center Map																					
3.1	New Downtown Transit Center Map																					
4	Transit Center Amenity Considerations																					
4.1	Transit Center Amenity Considerations																					
5	Planning and Transportation Subcommittee Presentation																					
5.1	Planning and Transportation Subcommittee Presentation																					



**File Attachments for Item:**

15. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-53: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$184,533.80 FOR A REVISED CONTRACT AMOUNT OF \$2,810,441.45 AND ADDING 203 CALENDAR DAYS TO THE CONTRACT TO ADD AN ADDITIONAL PROJECT FOR STORMWATER IMPROVEMENTS ON UNIVERSITY BOULEVARD TO THE PORTER AND ACRES INTERSECTION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/08/2022

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

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. TWO TO CONTRACT K-2021-53: BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND RUDY CONSTRUCTION COMPANY INCREASING THE CONTRACT AMOUNT BY \$184,533.80 FOR A REVISED CONTRACT AMOUNT OF \$2,810,441.45 AND ADDING 203 CALENDAR DAYS TO THE CONTRACT TO ADD AN ADDITIONAL PROJECT FOR STORMWATER IMPROVEMENTS ON UNIVERSITY BOULEVARD TO THE PORTER AND ACRES INTERSECTION PROJECT AND BUDGET TRANSFER AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

On February 26, 2013, City Council approved engineering services Contract K-1213-165 with the engineering firm of Cabiness Engineering, L.L.C., in the amount of \$55,300.00, to provide a conceptual design for the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On November 25, 2014, the Norman City Council approved Programming Resolution R-1415-54 for the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On July 11, 2017, City Council approved Amendment No. One to engineering services Contract K-1213-165 with the engineering firm of Cabiness Engineering, L.L.C., in the amount of \$160,000 to provide final design for the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. One of the nineteen 2019 bond projects is the Porter Avenue and Acres Street Intersection Bond Project. Please see the attached location map showing the project boundaries.

Proposed improvements for the Porter Avenue and Acres Street Intersection 2019 Bond Project include:

1. Revised geometry of the intersection to enhance traffic operations and pedestrian safety
2. New traffic signals with ADA compliant ramps and crossings.

3. New storm water structures meeting current City of Norman codes and ordinances
4. Dedicated left turn lanes to enhance traffic operations
5. Reconfigured access from Daws Street to accommodate intersection improvements at Porter and Acres
6. Utility relocations as needed to accommodate intersection improvements
7. New ADA compliant pedestrian sidewalks adjacent to the roadway

On September 22, 2020, the City of Norman accepted the final easements required for construction of the Porter and Acres Intersection 2019 Bond Project.

On October 27, 2020, City Council approved Contract K-2021-53 with Rudy Construction Co. in the amount of \$2,600,996.65 for the construction of the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On November 17, 2020, the City of Norman issued the Notice to Proceed to begin construction on the Porter Avenue and Acres Street Intersection 2019 Bond Project.

On February 23, 2021 City Council approved Change Order No. One to Contract K-2021-53 with Rudy Construction Co., in the amount of \$24,911 and adding 45 calendar days.

## **DISCUSSION:**

The City of Norman Department of Public Works has been notified of drainage issues requiring remediation along University Boulevard in the vicinity of White Street, near the construction site of a new hotel.

In order to remedy the situation, it is necessary to make modifications to the existing storm sewer. These modifications further result in necessary changes to the existing waterlines in the area to accommodate the new storm sewer.

The water line relocations necessary will be performed by the City of Norman Utilities Authority's Line Maintenance Department.

This change order is to modify the existing construction contract with Rudy Construction Co. (K-2021-53) for the Porter and Acres Intersection 2019 Bond Project, to add these additional storm sewer improvements along University Boulevard as well as associated pavement repair activities necessary to restore pavement in the area disturbed by the construction.

The total cost of Change Order No. Two is \$184,533.80 or 7.09% of the original contract. This would bring the overall contract amount to \$2,810,441.45 or 8.05% over the original contract amount. Funding for this change order will be separate from the bond funds used for the base contract and is available in the Lake Thunderbird TMDL account (50599968-46201, Project DR0061).

Apart from this change order, the project will require an additional \$11,000 to cover materials costs for the water line relocations required, which will be performed by the Norman Utilities Authority. The project will require a transfer of funds into the University Boulevard and White Street Drainage Improvements Project (50595528-46101, Project DR0021)

In addition, Change Order Two modifies the contract time adding 203 calendar days to account for additional work and other issues outside of the contractor's control.

**RECOMMENDATION 1:**

Staff recommends approval of Change Order No. Two for the Porter and Acres Intersection 2019 Bond Project, Contract K-2021-53 with Rudy Construction Co. of Oklahoma City, Oklahoma in the amount of \$195,533.80 plus 203 additional calendar days.

**RECOMMENDATION 2:**

Staff recommends the transfer of funds, in the amount of \$195,533.80 from the Lake Thunderbird TMDL account (50599968-46201, Project DR0061) to the University Boulevard and White Street Drainage Improvements Project (50595528-46101, Project DR0021).

CHANGE ORDER SUMMARY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

CHANGE ORDER NO. 2DATE: February 22, 2022CONTRACT NO.: K-2021-53SUBMITTED BY: Paul D'AndreaPROJECT: Porter and Acres Intersection 2019 Bond Project

CONTRACTOR: Rudy Construction Co.  
3101 NE 63<sup>rd</sup> Street  
Oklahoma City, Oklahoma 73121

Original Completion Date: August 13, 2021Previous Completion Date: September 27, 2021 ORIGINAL CONTRACT AMOUNT \$ 2,600,996.65(Increase) this change order 203 Calendar daysNew Completion Date: April 18, 2022 PRESENT CONTRACT AMOUNT \$ 2,625,907.65

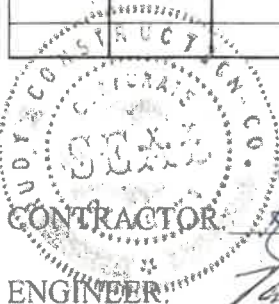
DESCRIPTION	DECREASE	INCREASE
Change in Pay Quantities	\$0.00	\$184,533.80

NET CHANGE \$184,533.80REVISED CONTRACT AMOUNT \$2,810,441.45

See Detailed Quantity Change Summary on Page 2 of 2.

ITEM NO.	CODE NO.	DESCRIPTION	UNIT	UNIT CHANGE	UNIT PRICE	INCREASE	DECREASE
202(A)	0183	UNCLASSIFIED EXCAVATION	CY	268	\$20.00	\$5,360.00	
230(A)	2806	SOLID SLAB SODDING	SY	143	\$2.60	\$371.80	
402(E)	0225	TRAFFIC BOUND SURFACE COURSE TYPE E	TON	512	\$25.00	\$12,800.00	
609(B)	1500	1'-8" COMB. CURB & GUTTER (6" BARRIER)	LF	210	\$27.00	\$5,670.00	
610(B)	0399	6" CONCRETE DRMEWAY (H.E.S.)	SY	225	\$60.00	\$13,500.00	
611(G)	5119	INLET CI DES. 2 (2D)	EA	4	\$4,000.00	\$16,000.00	
611(L)	0487	JUNCTION BOXES	EA	2	\$3,500.00	\$7,000.00	
619(B)	4726	REMOVAL OF CURB & GUTTER	LF	210	\$10.00	\$2,100.00	
619(B)	4727	REMOVAL OF CONCRETE PAVING	SY	180	\$10.00	\$1,800.00	
619(C)	0924	SAWING PAVEMENT	LF	429	\$3.00	\$1,287.00	
641	1552	MOBILIZATION	LS	0.60	\$75,000.00	\$45,000.00	
642(B)	0096	CONSTRUCTION STAKING LEVEL II	LS	0.10	\$25,000.00	\$2,500.00	
880(J)	8905	CONSTRUCTION TRAFFIC CONTROL	LS	0.14	\$35,000.00	\$5,000.00	
39		PERMANENT PAVEMENT CUT & REPAIR	SY	180.00	\$110.00	\$19,800.00	
CO 2.1		28.5" X 18" RCPA	LF	403	\$115.00	\$46,345.00	

Totals \$184,533.80 \$0.00  
Difference \$184,533.80

CONTRACTOR: VPENGINEER: VPCITY ATTORNEY: VPACCEPTED BY: VP

(Mayor)

DATE: 2-17-22DATE: 2-17-22DATE: 2/18/22DATE: - , -





Approximate Project Location

The Other Place

University Blvd

S University Blvd

S University Blvd

S University Blvd

My I.T.

Othello's Italian  
Italian • \$\$

Shell Belle's Bakery

Okie Kush Club

White St

First Presbyterian Church

Buchanan Ave

Second Wind  
Coffeehouse

Blush  
Women's clothing store

Tulips  
Gift shop

Blackbird Gastropub

Buchanan Ave

Old Faculty Club

Google Wicked Clouds Smoke  
Vapor Kratom & CBD

**File Attachments for Item:**

16. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-61: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$44,972.35 FOR A REVISED CONTRACT AMOUNT OF \$1,458,002.35 AND ADDING 30 CALENDAR DAYS TO THE CONTRACT FOR THE INTERSTATE DRIVE WATER LINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$76,934.07.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/8/2022

**REQUESTER:** Rachel Croft

**PRESENTER:** Rachel Croft, Staff Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CHANGE ORDER NO. ONE TO CONTRACT K-2021-61: BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND CIMARRON CONSTRUCTION COMPANY, L.L.C., INCREASING THE CONTRACT AMOUNT BY \$44,972.35 FOR A REVISED CONTRACT AMOUNT OF \$1,458,002.35 AND ADDING 30 CALENDAR DAYS TO THE CONTRACT FOR THE INTERSTATE DRIVE WATER LINE REPLACEMENT PROJECT, FINAL ACCEPTANCE OF THE PROJECT, AND FINAL PAYMENT IN THE AMOUNT OF \$76,934.07.

### BACKGROUND:

The restaurants and businesses along Interstate Drive have experienced various water line ruptures that were disruptive to their business. This project upgraded approximately 8,600 feet of old ductile iron waterline with new C-900 polyvinyl chloride (PVC) waterline, north along Interstate Drive from Sooner Fashion Mall north to Northwest Blvd; and along Copperfield Drive from Northwest Blvd to Interstate Drive, with an extension west into the Spring Brook Addition, as well as a section on Parkway Drive.

On February 26, 2019, the Norman Utilities Authority (NUA) approved Contract K-1819-72 with Parkhill (formerly Cardinal Engineering) in the amount of \$90,400 to provide surveying, design, and associated construction services for approximately 7,500 feet of 12- inch PVC pipe along North Interstate Drive, along Copperfield Drive, and an extension into the Spring Brook Addition. On August 27, 2019, the NUA approved Amendment No. 1 to Contract K-1819-72 with Parkhill in the amount of \$18,000 (total contract of \$108,400) to provide additional engineering, design, bidding and construction management services associated with approximately 1,700 additional feet of waterline.

The construction contract, K-2021-61, for the construction of the Interstate Drive Waterline Replacement project was awarded to Cimarron Construction Company, LLC by the NUA on January 7, 2021 in the amount of \$1,413,030.

**DISCUSSION:**

The proposed final Change Order No. 1 includes three items:

1. Bid quantities will be reconciled to match final as-built quantities.
2. Four new pay items will be created for the reconnection of fire service lines identified during construction.
3. Additional contract time needed for testing.

As shown in the change order, the overall project cost will increase by a total of \$44,972.35 or approximately 3.18 percent above the original contract amount. Funding for Change Order No. 1 will be from the Construction account for this project (31993360-46101; Project WA0245) which has an available balance of \$51,130.57 to cover the change order increase (the retainage is already encumbered and accounted for).

Approval of Change Order No. 1, acceptance of the project, and payment of the final claim are recommended by the Engineer.

**RECOMMENDATION:**

Staff recommends the NUA approve Change Order No.1; accept the Interstate Waterline Replacement Project (WA0245) as complete; and authorize final payment in the amount of \$76,834.07 to Cimarron Construction Company, LLC.



NORMAN UTILITIES AUTHORITY  
CITY OF NORMAN  
CLEVELAND COUNTY, OKLAHOMA

DATE: January 14, 2022  
 CHANGE ORDER NO.: One (1) - Final  
 CONTRACT NO.: K-2021-61  
 PROJECT: WA0245 - Interstate Waterline Replacement Project  
 CONTRACTOR: Cimarron Construction Company  
 3501 NE 63rd Street, Oklahoma City, OK 73121

	<u>Contract Time</u>		<u>Contract Amount</u>	
ORIGINAL:	270	calendar days	\$1,413,030.00	
PREVIOUS CHANGE ORDERS:	0	calendar days	\$0.00	
THIS CHANGE ORDER:	30	calendar days	\$44,972.35	3.18%
REVISED AMOUNT:	300	calendar days	\$1,458,002.35	

ORIGINAL START DATE: March 3, 2021  
 ORIGINAL COMPLETION DATE: November 28, 2021  
 PREVIOUS COMPLETION DATE: November 28, 2021  
 NEW COMPLETION DATE: December 28, 2021

DESCRIPTION:	Increase / Decrease (\$)
Item 1: Increase and decrease existing pay items to modify original bid quantities to match as-built conditions. This also includes the addition of 150 feet of 12-inch line across Parkway Boulevard along Interstate Drive as requested by Line Maintenance due to existing <u>pipe condition</u> .	40,831.35
Item 2: Create new pay items to reconnect fire service line identified during construction.	4,141.00
Item 3: Increase contract time by thirty (30) calendar days to allow modifying the original contract period from 270 calendar days to 300 <u>calendar days</u> .	0.00
Cimarron Construction Company agrees to complete the work as amended and modified by Change Order No. 1 as described above.	

SUBMITTED BY  
CONTRACTOR:

  
Cimarron Construction Company

Date: 1-18-2022

RECOMMENDED BY  
ENGINEER:

  
Josh Wisley, P.E., Parkhill

Date: 01/26/2022

APPROVED AS TO FORM  
AND LEGALITY:

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

Date: \_\_\_\_\_

ACCEPTED BY  
NORMAN UTILITIES AUTHORITY:

\_\_\_\_\_  
Mayor

Date: \_\_\_\_\_

## Attachment 1

Bid Item	Description	Units	Original Contract		Original Contract		Proposed Quantity Increase/ Decrease	Cost Increase / Decrease		Percent Change
			Amount	Unit Price	Amount			Decrease		
1	4" DIA. C900 PVC PIPE (DR 18)	LF	60	\$ 40.00	\$2,400.00		-38.00	-\$1,520.00		-63.33%
2	6" DIA. C900 PVC PIPE (DR 18)	LF	740	\$ 40.00	\$29,600.00		198.00	\$7,920.00		26.76%
3	8" DIA. C900 PVC PIPE (DR 18)	LF	1,800	\$ 57.00	\$102,600.00		210.00	\$11,970.00		11.67%
4	12" DIA. C900 PVC PIPE (DR 18)	LF	3,200	\$ 86.00	\$275,200.00		318.00	\$27,348.00		9.94%
6	6" WET CONNECTION	EA	3	\$ 1,600.00	\$4,800.00		3.00	\$4,800.00		100.00%
7	8" WET CONNECTION	EA	6	\$ 2,100.00	\$12,600.00		2.00	\$4,200.00		33.33%
10	8" X 6" TEE	EA	1	\$ 600.00	\$600.00		2.00	\$1,200.00		200.00%
12	12" X 6" TEE	EA	4	\$ 1,000.00	\$4,000.00		1.00	\$1,000.00		25.00%
13	12" X 8" TEE	EA	11	\$ 1,200.00	\$13,200.00		-6.00	-\$7,200.00		-54.55%
14	12" X 12" TEE	EA	2	\$ 1,500.00	\$3,000.00		0.00	\$0.00		0.00%
20	6" X 8" REDUCER	EA	2	\$ 375.00	\$750.00		1.00	\$375.00		50.00%
21	8" X 12" REDUCER	EA	4	\$ 475.00	\$1,900.00		1.00	\$475.00		25.00%
23	6" GATE VALVE & BOX	EA	5	\$ 800.00	\$4,000.00		6.00	\$4,800.00		120.00%
24	8" GATE VALVE & BOX	EA	8	\$ 1,400.00	\$11,200.00		1.00	\$1,400.00		12.50%
25	25 12" GATE VALVE & BOX	EA	14	\$ 2,700.00	\$37,800.00		3.00	\$8,100.00		21.43%
26	FIRE HYDRANT ASSEMBLY	EA	27	\$ 5,200.00	\$140,400.00		1.00	\$5,200.00		3.70%
27	REMOVE FIRE HYDRANT	EA	27	\$ 150.00	\$4,050.00		1.00	\$150.00		3.70%
28	6" 45 DEG BEND	EA	4	\$ 420.00	\$1,680.00		6.00	\$2,520.00		150.00%
29	6" 90 DEG BEND	EA	1	\$ 475.00	\$475.00		6.00	\$2,850.00		600.00%
30	8" 11.25 DEG BEND	EA	10	\$ 500.00	\$5,000.00		5.00	\$2,500.00		50.00%
31	8" 22.5 DEG BEND	EA	5	\$ 510.00	\$2,550.00		-4.00	-\$2,040.00		-80.00%
32	8" 45 DEG BEND	EA	10	\$ 550.00	\$5,500.00		11.00	\$6,050.00		110.00%
33	8" 90 DEG BEND	EA	2	\$ 600.00	\$1,200.00		1.00	\$600.00		50.00%
34	12" 11.25 DEG BEND	EA	2	\$ 800.00	\$1,600.00		-1.00	-\$800.00		-50.00%
35	12" 22.5 DEG BEND	EA	7	\$ 810.00	\$5,670.00		-5.00	-\$4,050.00		-71.43%
36	12" 45 DEG BEND	EA	9	\$ 910.00	\$8,190.00		3.00	\$2,730.00		33.33%
37	12" 90 DEG BEND	EA	4	\$ 1,000.00	\$4,000.00		-1.00	-\$1,000.00		-25.00%
39	1" SINGLE SHORT SERVICE (SSS)	EA	6	\$ 1,350.00	\$8,100.00		6.00	\$8,100.00		100.00%
40	1" SINGLE LONG SERVICE (SLS)	EA	3	\$ 1,815.00	\$5,445.00		1.00	\$1,815.00		33.33%
41	1.5" SINGLE SHORT SERVICE (SSS)	EA	5	\$ 2,925.00	\$14,625.00		3.00	\$8,775.00		60.00%
43	2" SINGLE SHORT SERVICE (SSS)	EA	9	\$ 3,375.00	\$30,375.00		-2.00	-\$6,750.00		-22.22%
44	2" SINGLE LONG SERVICE (SLS)	EA	1	\$ 4,000.00	\$4,000.00		1.00	\$4,000.00		100.00%
45	RELOCATED 2" WATER METER	LF	10	\$ 70.00	\$700.00		-10.00	-\$700.00		-100.00%
46	ADA TACTILE SURFACE EA	EA	24	\$ 300.00	\$7,200.00		-18.00	-\$5,400.00		-75.00%
47	REMOVE AND REPLACE CURB & GUTTER	LF	100	\$ 25.00	\$2,500.00		411.00	\$10,275.00		411.00%
48	REMOVE AND REPLACE P.C. CONCRETE PAVING	SY	100	\$ 135.00	\$13,500.00		-53.24	-\$7,187.40		-53.24%
49	REMOVE AND REPLACE HOT MIX ASPHALTIC CONCRI	SY	400	\$ 135.00	\$54,000.00		-90.64	-\$12,236.40		-22.66%
50	REMOVE AND REPLACE GRAVEL	SY	20	\$ 60.00	\$1,200.00		-20.00	-\$1,200.00		-100.00%
51	REMOVE AND REPLACE CONCRETE DRIVEWAY	SY	500	\$ 135.00	\$67,500.00		359.39	\$48,517.65		71.88%
52	REMOVE AND REPLACE CONCRETE SIDEWALK	SY	1,600	\$ 65.00	\$104,000.00		-1371.47	-\$89,145.55		-85.72%
53	SOLID SLAB SODDING	SY	2,000	\$ 3.00	\$6,000.00		-379.00	-\$1,137.00		-18.95%
B1	8" FUSIBLE PVC PIPE (DR-18) BY HORIZOZNTAL DIREC	LF	1,500	\$ 77.00	\$115,500.00		-359.00	-\$27,643.00		-23.93%
B2	B2 12" FUSIBLE PVC PIPE (DR-18) BY HORIZONTAL DI	LF	1,180	\$ 104.00	\$122,720.00		41.00	\$4,264.00		3.47%
B3	B3 REMOVE AND REPLACE CURB & GUTTER	LF	50	\$ 25.00	\$1,250.00		22.00	\$550.00		44.00%
B4	B4 REMOVE AND REPLACE P.C. CONCRETE PAVING	SY	250	\$ 135.00	\$33,750.00		218.20	\$29,457.00		87.28%
B5	B5 REMOVE AND REPLACE HOT MIX ASPHALTIC CON	SY	150	\$ 135.00	\$20,250.00		-22.97	-\$3,100.95		-15.31%
<b>SUBTOTAL</b>					<b>\$1,413,030.00</b>			<b>\$40,831.35</b>		<b>2.89%</b>
<b>CHANGE ORDER PAY ITEMS</b>										
CO1-1	4-Inch Gate Valve and Box	EA	0	\$982.00	0		1.00	\$982.00		N/A
CO1-2	4-Inch 90 Degree Bend	EA	0	\$463.00	0		1.00	\$463.00		N/A
CO1-3	6-Inch x 6-Inch tee	EA	0	\$864.00	0		2.00	\$1,728.00		N/A
CO1-4	8-Inch x 8-Inch tee	EA	0	\$968.00	0		1.00	\$968.00		N/A
<b>SUBTOTAL</b>					<b>\$0</b>			<b>\$4,141.00</b>		<b>0.29%</b>

Original Contract Amount

\$1,413,030.00

Change Order No. 1

\$44,972.35

3.18%

Final Contract Amount

\$1,458,002.35



## APPLICATION AND CERTIFICATE FOR PAYMENT

Page 1 of 5

Owner: Norman Utilities Authority, 201-C West Gray, Norman, OK 73070  
 Project Name: WA0245 - Interstate Waterline Replacement Project  
 Contract No. K-2021-61 PO No. 21008001  
 Start Date: March 3, 2021 End Date: November 1, 2021

Contractor: Cimarron Construction Company  
 Address: 3501 NE 63rd Street, Oklahoma City, OK 73121

Application No. 9 - Final Application Date: January 13, 2022

For the period: January 1, 2022 thru January 1, 2022, inclusive.

## CONTRACTOR'S APPLICATION FOR PAYMENT

1	Original Contract Amount	<u>\$1,413,030.00</u>
2	Net Change by Change Order(s)	<u>\$44,972.35</u>
3	Revised Contract Amount ( Line 1 + Line 2)	<u>\$1,458,002.35</u>
4	Total Completed To Date	<u>\$1,458,002.35</u>
5	Stored Materials This Date	<u>\$0.00</u>
6	Total Completed and Stored (Line 4 + Line 5)	<u>\$1,458,002.35</u>
7	Retainage:	
a	Completed Work at <u>0%</u> of Line 4	<u>\$0.00</u>
b	Stored Materials at <u>0%</u> of Line 5	<u>\$0.00</u>
	Total Retainage (Lines 7a + 7b)	<u>\$0.00</u>
8	Total Earned Less Retainage (Line 6 less Line 7)	<u>\$1,458,002.35</u>
9	Previous Payments:	
a	Previously Paid to Contractor	<u>\$868,018.82</u>
b	Previously Paid to Vendors	<u>\$513,149.46</u>
	Total Previously Paid (Lines 9a + 9b)	<u>\$1,381,168.28</u>
10	Amount Due This Estimate	
a	Invoices to be Paid by NUA (new materials stored)	<u>\$0.00</u>
b	Amount Due to Contractor	<u>\$76,834.07</u>
	Total Amount Due This Estimate (Line 8 less Line 9)	<u>\$76,834.07</u>
11	Balance to Complete, Including Retainage	<u>\$0.00</u>

Page 2 of 5

The undersigned Contractor certifies that to the best of the Contractor's knowledge, information and belief the Work covered by this Application for Payment has been completed in accordance with the Contract Documents, that all amounts have been paid by the Contractor for Work for which previous Certificates for Payment were issued and payments received from the Owner, and that current payment shown is now due.

Contractor: Cimarron Construction Company

By: Chris McMurtrey  
Chris McMurtrey, Project Manager

Date: 1/13/2022

State of: Oklahoma

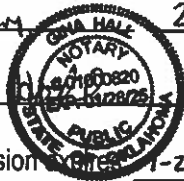
County of: Oklahoma

Subscribed and sworn to before me this

1<sup>st</sup> day of February, 2022

Notary Public: Shirley

My Commission Expires 1-28-25



### ENGINEER'S CERTIFICATE FOR PAYMENT

In accordance with the Contract Documents, based on on-site observations and the data comprising this application, the Engineer certifies to the Owner that to the best of the Engineer's knowledge, information and belief the Work has progressed as indicated, the quality of Work is in accordance with the Contract Documents, and the Contractor is entitled to the AMOUNT CERTIFIED.

AMOUNT CERTIFIED: \$76,834.07

Engineer: Parkhill

By: Josh Risley  
Josh Risley, P.E., Project Manager

Date: 02/02/2022

Issuance, payment, and acceptance of payment are without prejudice to any rights of the Owner or Contractor under this contract.

### APPROVAL OF THE OWNER

Owner: Norman Utilities Authority

By: Rachel Croft  
Rachel Croft, Staff Engr.

Date: 2/2/2022

## INVOICE AFFIDAVIT

State of: Oklahoma P. O. No. 21008001  
 County of: Oklahoma Invoice No. 9  
 Amount \$76,834.07

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, specifications furnished the Affiant. Affiant further states that (s)he has made no payment, 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, or money or any other thing of value to obtain payment of the invoice or procure award of this Contract order pursuant to which an invoice is submitted.

Contractor: Cimarron Construction Company

By: Chris McMurtrey  
 Chris McMurtrey, Project Manager

Subscribed and sworn to before me this

1<sup>st</sup> day of February 2022  
 Notary Public: Gina Hall  
 My Commission expires 8-25



THIS FORM MUST BE COMPLETED AND SUBMITTED BEFORE ANY INVOICE OVER \$25,000.00 CAN BE PROCESSED FOR PAYMENT.

February 15, 2022

Ms. Rachel Croft, Utilities Staff Engineer  
City of Norman  
PO Box 370  
Norman, OK 73070

Re: WA0245 – Interstate Waterline Replacement Project  
Project Completion Acceptance Recommendation

Dear Ms. Croft:


The work associated with the project noted above is ready for final acceptance by the Norman Utilities Authority (NUA) and Norman City Council (NCC). The final inspection and subsequent punch list items were completed by the Contractor, Cimarron Construction Co., as of December 28, 2021. It is the opinion of Parkhill that the Work has been completed in accordance with the terms and conditions of the Contract Documents as of that date.

Based on the above, Parkhill recommends that the project be submitted to NUA and or/NCC for Final Acceptance and approval of Final Payment at the earliest available date. Should there be any questions or comments, please contact me at 405.832.9893.

Sincerely,

PARKHILL

By



Josh Risley, PE  
Project Manager

MJR/ac

**File Attachments for Item:**

17. CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-44 AND CONTRACT K-2122-86: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MATTHEWS TRENCHING COMPANY, INC., IN THE AMOUNT OF \$799,630, PERFORMANCE BOND B-2122-61, STATUTORY BOND B-2122-62, AND MAINTENANCE BOND MB-2122-46 FOR THE 36TH AVENUE N.W. PHASE 2 WATER LINE RELOCATION PROJECT, AND RESOLUTION R-2122-78 GRANTING TAX EXEMPT STATUS



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/08/2022

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

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF AWARDING, ACCEPTANCE, APPROVAL, ADOPTION, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF BID 2122-44 AND CONTRACT K-2122-86: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND MATTHEWS TRENCHING COMPANY, INC., IN THE AMOUNT OF \$799,630, PERFORMANCE BOND B-2122-61, STATUTORY BOND B-2122-62, AND MAINTENANCE BOND MB-2122-46 FOR THE 36TH AVENUE N.W. PHASE 2 WATER LINE RELOCATION PROJECT, AND RESOLUTION R-2122-78 GRANTING TAX EXEMPT STATUS

### **BACKGROUND:**

On August 28, 2012, the citizens of Norman voted in favor of a General Obligation Bond Issue to finance the local share of eight transportation/stormwater improvement projects. One of the eight 2012 bond projects is the 36th Avenue Northwest Widening Bond Project between Tecumseh Road and Indian Hills Road (please see the attached location map showing the project boundaries).

On November 22, 2011, the Norman City Council approved Programming Resolution R-1112-64, requesting federal funds for the 36<sup>th</sup> Avenue Northwest Bond Project. This resolution states the City's commitment to adhere to the terms and conditions of a federally funded project including engineering design, acquisition of all necessary rights-of-way and relocation of utilities and encroachments at 100% the City's cost. In return, the Association of Central Oklahoma Governments (ACOG), through the Oklahoma Department of Transportation (ODOT), agrees to provide 80% of the construction cost, estimated at \$11,500,000, and administration of the construction with the matching share from the City of Norman.

On March 12, 2013, City Council approved engineering services Contract K-1213-170 with the engineering firm of CP&Y in the amount of \$703,878.50 to design 36<sup>th</sup> Avenue Northwest Bond project from Tecumseh Road to Indian Hills Road.

On June 26, 2018, City Council approved Resolution R-1819-12 declaring the 36<sup>th</sup> Avenue Northwest Project a recoupment project.

Proposed improvements for the 36<sup>h</sup> Avenue Northwest Bond Project include:



1. Widen two miles of roadway from two lanes to four lanes
2. New traffic signals at 36<sup>th</sup> Avenue Northwest and Franklin Road and 36<sup>th</sup> Avenue Northwest and Indian Hills Road
3. Interconnect signals between Tecumseh Road and Indian Hills Road
4. Dedicated left turn lanes at All Saints Catholic School
5. Fifth lane north of Indian Hills Road to Market Place
6. Storm water improvements
7. Continuous sidewalks along both sides of the roadway with the 10 foot wide legacy trail from Tecumseh Road to Franklin Road on the east side
8. Bicycling facilities as listed in the Norman Bike Plan
- 9.

On February 26, 2019, City Council approved Authorization for Expenditure No. One to Contract K-1314-102 with Smith-Roberts Land Services, Inc., for the 36<sup>th</sup> Avenue Northwest Bond Project – Phase 1, in the amount of \$54,324, for right of way acquisition services.

On May 28, 2019, City Council approved Amendment No. One to Contract K-1213-170 for engineering design of the 36<sup>th</sup> Avenue Northwest Widening Bond Project from Tecumseh Road to Market Place, with CP&Y, Inc., in the amount of \$193,895.

On February 11, 2020, City Council accepted the last of the easements from ten (10) parcels required for construction of Phase 1 of the project.

On October 13, 2020, City Council Awarded Contract K-2021-41 to W.E.B. Construction Inc., in the amount of \$184,684, for construction of the 36<sup>th</sup> Avenue NW Phase 1 Waterline Relocations project.

On August 10, 2021, City Council approved the final acceptance of contract K-2021-41 with W.E.B. Construction Inc., in the amount of \$182,409.50 for construction of the 36<sup>th</sup> Avenue NW Phase 1 Waterline Relocation project.

This agenda item is for the proposed award of bids and approval of Contract K-2122-86 and associated bonds and resolution for the 36<sup>th</sup> Avenue NW Phase 2 Waterline Relocation project. This project will relocate waterlines as necessary to construct Phase 2 of the future 36<sup>th</sup> Avenue NW Roadway Widening project between Franklin Road and Market Place along 36<sup>th</sup> Avenue NW.

## **DISCUSSION:**

Prior to the construction of the 36<sup>th</sup> Avenue Northwest Widening Bond Project - Phase 2, all utilities in conflict with the proposed improvements must be relocated. The City has existing water lines in conflict with the proposed roadway improvements at various locations along 36<sup>th</sup> Avenue Northwest, between Franklin Road and Market Place, where the waterline will need to be lowered or relocated to allow construction of the new roadway drainage improvements. As a result, approximately 900 feet of 6", 4500 feet of 8" and 10 feet of 12" water line need to be relocated ahead of the road project at the City's expense. Bid documents and specifications for the construction of the 36<sup>th</sup> Avenue Northwest Phase 2 Water Line Relocation Project were

advertised according to State Law on January 13, 2022. Four (4) bids were received on February 10, 2022.

The low bidder is Matthews Trenching Co., Inc. of Oklahoma City, Oklahoma in the amount of \$799,630, which is \$43,240 less than the next lowest bidder. The Engineer's estimate for the project is \$617,120, approximately 22.82% lower than the low bid. Staff has done a comparative analysis of these bids and believes the low bid is competitive and represents a fair bid. Due to increases in cost for price of materials, Matthews Trenching Co., Inc. has completed several similar construction projects in Oklahoma and has met the bidding requirements set forth in the bid documents.

The funding for this project is available in Project BP0197, 36th Avenue Northwest Widening Bond Project, Utilities (50595552-46701).

This relocation project is anticipated to be completed by October 1 2022. The Phase 2 widening project will be bid as soon as possible pending availability of federal funding.

**RECOMMENDATION NO. 1:**

The project team has reviewed the bids and recommends that Bid 2122-44 for the 36th Avenue Northwest Phase 2 Water Line Relocation Project be awarded to the low bidder, Matthews Trenching Co., Inc. of Oklahoma City, Oklahoma, in the amount of \$799,630.

**RECOMMENDATION NO. 2:**

Staff further recommends that the following contract and bonds be approved:

Contract K-2122-86  
Performance Bond B-2122-61  
Statutory Bond B-2122-62  
Maintenance Bond MB-2122-46

**RECOMMENDATION NO. 3:**

Staff further recommends that Matthews Trenching Co., Inc., be authorized and appointed as Project Agent via Resolution R-2122-78 to avoid the payment of sales tax on materials purchases.

CITY OF NORMAN  
Public Works Department- Engineering  
Norman, Oklahoma  
February 11, 2022

TABULATION OF QUOTES

The following is a tabulation of quotes received by the City of Norman for the 36<sup>th</sup> Avenue NW Water Relocation Project Phase I. Funding for this project is available in the 36th Avenue NW Bond Project No. BP0197, Account No. 50595552 46701.

<u>Vendors</u>	<u>Total Bid</u>
Cimarron Construction Company Oklahoma City, Oklahoma	\$990,640.00
W. E. B. Construction Moore, Oklahoma	\$915,570.00
Southwest Water Works Oklahoma City, Oklahoma	\$842,870.00
<b>Matthews Trenching Co., Inc.</b> Moore, Oklahoma	<b>\$799,630.00</b>

RECOMMENDATION: That the project be awarded to Matthews Trenching Co., Inc., in the amount of \$799,630.00 as the lowest and best quote to meet specifications.

City of Norman



Paul D'Andrea, Capital Projects Engineer



February 11, 2022

Mr. Paul D'Andrea, P.E.  
City of Norman  
201 West Gray Street, Bldg A  
Norman, Oklahoma 73069

**Re: 36<sup>th</sup> Avenue NW Water Line Relocation Project Phase 2  
Bid Opening February 10, 2022 – Bid tabulation and Recommendation of award**

Mr. D'Andrea,

Regarding the 36<sup>th</sup> Avenue NW Water Line Relocation Phase 2 Project, bids were opened on February 10, 2022, at 2:00 pm at the City of Norman offices. Six bids were received and are summarized below along with the Engineer's Estimate:

Contractor	Bid Amount
Engineer's Estimate	\$617,120.00
Matthews Trenching Co., Inc	\$799,630.00
Southwest Water Works, LLC	\$842,870.00
WEB Construction, Inc	\$915,870.00
Cimarron Construction Company	\$990,640.00

During the bid opening, Matthews Trenching Co., Inc. submitted the apparent low bid in the amount of \$799,630.00. This bid has been reviewed for mathematical accuracy and evaluated to identify any irregularities, to which none were found. The low bid is approximately 30% above the Engineer's Estimate. The Bid Tabulation is attached for your use.

Given that the major discrepancy in the low bid and the Engineer's Estimate is mainly due to the inflated prices for all the steel items, CP&Y recommends award of Contract No. K-2122-86 to Matthews Trenching Co., Inc. at the total price bid.

Respectfully,



Michael J. Knapik, P.E., Project Manager  
**CP&Y, Inc.**

## C O N T R A C T

THIS CONTRACT made and entered into this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by and between  
Matthews Trenching Co., Inc. as Party of the First Part, hereinafter designated as the CONTRACTOR,  
and the City of Norman, a municipal corporation, hereinafter designated as the CITY, Party of the Second Part.

### W I T N E S S E T H

WHEREAS, the CITY has caused to be prepared in accordance with law, specifications, and other bidding documents for the work hereinafter described and has approved and adopted all of said bidding documents, and has caused Notice to Bidders to be given and advertised as required by law, and has received sealed proposals for the furnishing of all labor and materials for the following projects:

### **BID 2122-44 36<sup>TH</sup> AVENUE NW WATER LINE RELOCATION PROJECT: PHASE 2**

as outlined and set out in the bidding documents and in accordance with the terms and provisions of said CONTRACT; and,

WHEREAS, the CONTRACTOR in response to said Notice to Bidders, has submitted to the CITY on the manner and at the time specified, a sealed proposal in accordance with the terms of this Contract; and,

WHEREAS, the CITY, in the manner provided by law, has publicly opened, examined, and canvassed the proposals submitted and has determined and declared the above-named CONTRACTOR to be the lowest and best Bidder on the above-prepared project, and has duly awarded this CONTRACT to said CONTRACTOR, for the sum named in the proposal, to wit:

(WRITTEN) Seven Hundred Ninety Nine Thousand Six Hundred Thirty and zero cents -- (DOLLARS):

(NUMERALS) (\$ 799,630.00 ) .

NOW, THEREFORE, for and in consideration of the mutual agreements and covenants herein contained, the parties to this CONTRACT have agreed, and hereby agree, as follows:

1) The CONTRACTOR shall, in a good and first-class, workman-like manner at his own cost and expense, furnish all labor, materials, tools, and equipment required to perform and complete said work in strict accordance with this CONTRACT and the following CONTRACT Documents: The Bid Notice published in the Norman Transcript, the Notice to Bidders, Instructions to Bidders, the Contractor's Bid or Proposal, the Construction Drawings, Specifications, Provisions, and Bonds thereto, all of which documents are on file in the Office of the Purchasing Agent of the City of Norman, and are made a part of this CONTRACT as fully as if the same were set out at length.

2) The CITY shall make payments as stipulated in the contract documents to the CONTRACTOR in the following manner: On or about the first day of each month, the project engineer, or other appropriate person, will make accurate estimates of the value, based on CONTRACT prices, or work done, and materials incorporated in the work and of materials suitably stored at the site thereof during the preceding calendar month. The CONTRACTOR shall furnish to the project engineer, or other appropriate person, such detailed information as he may request to aid him as a guide in the preparation of the monthly estimates.

Each monthly estimate for payment must contain or have attached an affidavit in accordance with the Constitution of the State of Oklahoma, Title 62, Section 310.9.

Norman Public Works Department  
Project BP-0197  
36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
Bid No. 2122-44  
1/5/2022

On completion of the work, but prior to the acceptance thereof by the CITY, it shall be the duty of the project engineer, or other appropriate person, to determine that said work has been completely and fully performed in accordance with said CONTRACT Documents; and upon making such determinations said official shall make his final certificate to the CITY.

The CONTRACTOR shall furnish proof that all claims and obligations incurred by him in connection with the performance of said work have been fully paid and settled; said information shall be in the form of an affidavit, which shall bear the approval of the surety on the CONTRACT Bonds for payment of the final estimate to the CONTRACTOR; thereupon, the final estimate (including retainages) will be approved and paid.

3) It is further agreed that the CONTRACTOR will commence said work within 10 days following receipt of a NOTICE-TO-PROCEED, and prosecute the same vigorously and continuously. The Contractor shall complete the work in Accordance with the terms of this Agreement within a period of time not to exceed one hundred and eighty (180) calendar days following issuance by the CITY of a Work Order authorizing the CONTRACTOR to commence work on the project. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.

4) That the CITY shall pay the CONTRACTOR for the work performed as follows:

- a. Payment for unit price items shall be at the unit price bid for actual construction quantities.
- b. Construction items specified but not included as bid items shall be considered incidental and shall not be paid for directly, but shall be included in the bid price for any or all of the pay quantities.

Should any defective work or materials be discovered, or should a reasonable doubt rise as to the quality of any work completed, there will be deducted from the next estimate an amount equal to the value of the defective or questionable work and shall not be paid until the defects are remedied.

And that the CONTRACTOR'S bid is hereby made a part of this Agreement.

5) That the CONTRACTOR will not undertake to furnish any materials or to perform any work not specifically authorized under the terms of this Agreement unless additional materials or work are authorized by written Change Order, executed by the CITY; and that in the event any additional are provided by the CONTRACTOR without such authorization, the CONTRACTOR shall not be entitled to any compensation therefore whatsoever.

6) That if any additional work is performed or additional materials provided by the CONTRACTOR upon authorization by the CITY, the CONTRACTOR shall be compensated therefore at the unit price and as agreed to by both parties in the execution of the Change Order.

7) That the CONTRACTOR shall perform the work and provide the materials strictly in accordance with the specifications as to quality and kind and all work and materials shall be subject to rejection by the CITY through its authorized representatives for failure to meet such requirements, and in the event of such rejection, the CONTRACTOR shall replace the work and materials without compensation therefore by the CITY.



Norman Public Works Department  
 Project BP-0197  
 36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
 Bid No. 2122-44  
 1/5/2022

8) The CONTRACTOR shall complete the work in accordance with the terms of this Agreement. The CONTRACTOR further agrees to pay as liquidated damages as stipulated in the contract document General Conditions for each calendar day thereafter.

9) The CONTRACTOR shall furnish surety bonds and certificate of insurance as specified herein which bonds and insurance must be approved by the CITY prior to issuance of the Work Order and commencement of work on the project. The CONTRACTOR shall provide written documentation from the Maintenance Bond Company that all work, including Change Orders, is covered by the Maintenance Bond before final acceptance of the project.

10) IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed, in four (4) duplicate originals, the day and year first above written.

To that end, no provision of this CONTRACT or of any such aforementioned document shall be interpreted or given legal effect to create an obligation on the part of the CITY to third persons, including, by way of illustration but not exclusion, sureties upon performance bonds, payment bonds or other bonds, assignees of CONTRACTOR, subcontractors, and persons performing labor, furnishing material or in any other way contributing to or assisting in the performance of the obligations of the CONTRACTOR; nor shall any such provisions be interpreted or given legal effect to afford a defense against any obligation owed or assumed by such third person to the CITY or in any way to restrict the freedom of the third person to the CITY or in any way to restrict the freedom of the CITY to exercise full discretion in its dealing with the Contractor.

12) The sworn, notarized statement below must be signed and notarized before this Contract will become effective.

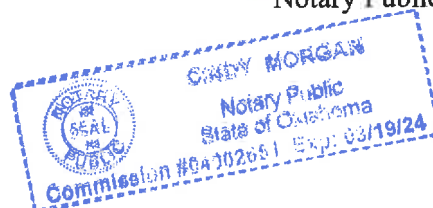
STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF Oklahoma )

Gary L. Matthews, of lawful age, being first duly sworn, on oath says that (s)he is the agent authorized by CONTRACTOR to submit the above CONTRACT to the CITY. Affidavit further states that CONTRACTOR has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the CITY any money or other thing of value, either directly or indirectly, in the procuring of the CONTRACT.

  
 Contractor

Subscribed and sworn to before me this 1st day of March, 20 22.

  
 Notary Public



Norman Public Works Department  
 Project BP-0197  
 36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
 Bid No. 2122-44  
 1/5/2022

IN WITNESS WHEREOF, the said parties of the First and Second Part have hereunto set their hands and seals respectively the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

Principal

ATTEST:

Authorized Representative

Signed: \_\_\_\_\_

Title: President

Corporate Secretary (where applicable)

Address PO Box 15479

Telephone: 405-677-4525

CITY OF NORMAN:

Approved as to form and legality this 3 day of March, 2022.

\_\_\_\_\_  
 Elisabeth Ibbotson

Approved by the Council of the City of Norman, this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
 Mayor

Norman Public Works Department  
 Project BP-0197  
 36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
 Bid No. 2122-44  
 1/5/2022

### CONTRACT AFFIDAVIT

STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF Oklahoma )

Gary L. Matthews, of lawful age, being first duly sworn, on oath says that (s)he is the Agent authorized by the Firm of Matthews Trenching Co., Inc. to submit the above Contract to the City of Norman, Oklahoma.

Affidavit further states that such firm has not paid, given or donated or agreed to pay, give, or donate to any officer or employee of the City of Norman, Oklahoma, any money or other thing of value, either directly or indirectly, in the procuring of the Contract.

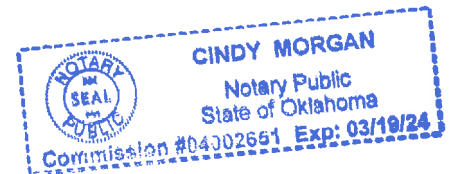
*Gary L. Matthews*  
 Contractor

Subscribed and sworn to before me this 1st day of March, 2022.

*Cindy Morgan*  
 Notary Public

My Commission Expires:

3-19-24



## PERFORMANCE BOND

Known all men by these presents, that Mathews Trenching Co., Inc. as PRINCIPAL, and Fidelity and Deposit Company of Maryland Corporation organized under the laws of the State of Illinois and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Seven Hundred Ninety-Nine Thousand Six Hundred Thirty & 00/100 DOLLARS, (\$ 799,630.00), for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

### **BID 2122-44 36<sup>TH</sup> AVENUE NW WATER LINE RELOCATION PROJECT: PHASE 2**

has entered into a written CONTRACT (\_\_\_\_\_) with THE CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if PRINCIPAL shall, in all particulars, well and truly perform and abide by said CONTRACT and all specifications and covenants thereto; and if the PRINCIPAL shall promptly pay or cause to be paid all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of this PROJECT, whether incurred by the PRINCIPAL or subcontractors; and if the PRINCIPAL shall protect and hold harmless the CITY from all loss, damage, and expense to life or property suffered or sustained by any person, firm, or corporation caused by PRINCIPAL or his or its agents, servants, or employees in the construction of the PROJECT, or by or in consequence of any negligence, carelessness or misconduct in guarding and protecting the same, or from any act or omission of PRINCIPAL of his or its agents, servants, or employees; and if the PRINCIPAL shall protect and save the CITY harmless from all suits and claims of infringement or alleged infringement or patent rights or processes, then this obligation shall be null and void. Otherwise this obligation shall remain in full force and effect.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in the CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

Norman Public Works Department  
 Project BP-0197  
 36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
 Bid No. 2122-44  
 1/5/2022

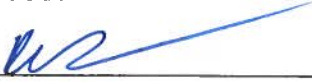
IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), and the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative(s) on the day of \_\_\_\_\_, 20\_\_\_\_.

Matthews Trenching Co., Inc.

Principal

(Corporate Seal) (where applicable)

ATTEST:



Corporate Secretary (where applicable)

Principal

Signed:



Authorized Representative

Title:

\_\_\_\_\_

Address: PO Box 15479, Oklahoma City, OK 73155

\_\_\_\_\_

Telephone: 405-677-4525

(Corporate Seal) (where applicable)

ATTEST:



Vicki Wilson, Witness

Surety: Fidelity and Deposit Company of Maryland

Signed:



Authorized Representative

Printed:

Carey L. Kennemer

Authorized Representative

Title:

Attorney-in-Fact

Address: 9401 Cedar Lake Ave, OKC, OK 73114

Telephone: 405-677-4525

Norman Public Works Department  
 Project BP-0197  
 36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
 Bid No. 2122-44  
 1/5/2022

### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 1 day of March, 2022 by  
Garrett Matthews Representative (Name and Title), of  
Matthews Trunching, a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 1 day of March, 2022.



Cindy Morgan  
 Notary Public

My Commission Expires:

8-19-24

### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires:

\_\_\_\_\_

### PARTNERSHIP ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent) on  
 behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.



Norman Public Works Department  
Project BP-0197  
36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
Bid No. 2122-44  
1/5/2022

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

**CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
Mayor



MATTRE-01

SSCHWARZ

## CERTIFICATE OF LIABILITY INSURANCE

DATE (M)  
2/2 Item 17.

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b> Rich & Cartmill, Inc. 9401 Cedar Lake Avenue Oklahoma City, OK 73114	<b>CONTACT NAME:</b> Shelia Schwarz	
	<b>PHONE (A/C, No, Ext):</b> (405) 463-7510	<b>FAX (A/C, No):</b>
<b>INSURED</b>  Matthews Trenching Co, Inc. PO Box 15479 Oklahoma City, OK 73155	<b>E-MAIL ADDRESS:</b> sschwarz@rcins.com	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
	<b>INSURER A:</b> BITCO GENERAL INS CORP	
	<b>INSURER B:</b>	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
<b>INSURER E:</b>		
<b>INSURER F:</b>		
<b>NAIC #</b> 20095		

## COVERAGES

## CERTIFICATE NUMBER:

## REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			CLP3704560	4/1/2021	4/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP3704569	4/1/2021	4/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
A	<input checked="" type="checkbox"/> WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) <input type="checkbox"/> Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	WC3703871	4/1/2021	4/1/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Project BP-0197  
36th Ave. NW Waterline Reloc.: Phase 2

As required by written contract, subject to policy terms and exclusions,  
General Liability includes the following as additional insured City of Norman

## CERTIFICATE HOLDER

## CANCELLATION

City of Norman  
201-A West Gray  
Norman, OK 73070

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

*John K. Kim*

Norman Public Works Department  
Project BP-0197  
36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
Bid No. 2122-44  
1/5/2022

### STATUTORY BOND

Known all men by these presents that Matthews Trenching Co., Inc. as PRINCIPAL, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as Surety, are held and firmly bound unto the State of Oklahoma in the sum of Seven Hundred Ninety-Nine Thousand Six Hundred Thirty & 00/100 DOLLARS (\$ 799,630.00), or the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs executors, administrators, successors and assigns jointly and severally.

WHEREAS, the conditions of this obligation are such, that the PRINCIPAL, being the lowest and best Bidder on the following PROJECT:

#### **BID 2122-44 36<sup>TH</sup> AVENUE NW WATER LINE RELOCATION PROJECT: PHASE 2**

has entered into a written CONTRACT (\_\_\_\_\_) with THE CITY OF NORMAN, dated this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by reference as if fully set forth.

NOW, THEREFORE, if the PRINCIPAL, shall properly and promptly complete the work on this PROJECT in accordance with the CONTRACT, and shall well and truly pay all indebtedness incurred for labor and materials and repairs to and parts for equipment furnished in the making of the PROJECT, whether incurred by the PRINCIPAL, his subcontractors, or any material men, then this obligation shall be void. Otherwise this obligation shall remain in full force and effect. If debts are not paid within thirty (30) days after the same becomes due and payable, the person, firm, or corporation entitled thereto may sue and recover on this Bond, subject to the provisions of 61 O.S. S2, for the amount so due and unpaid.


It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the SURETIES, or any of them, from the obligation of this Bond.

It is further expressly agreed that the Principal's obligations under this Bond include payment of not less than the prevailing hourly rate of wages as established by the Commissioner of Labor of the State of Oklahoma and by the Secretary of the U.S. Department of Labor or as determined by a court on appeal.

IN WITNESS WHEREOF, the PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name and its corporate seal to be hereunto affixed by its authorized representative on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST

  
Corporate Secretary (where applicable)

Principal Matthews Trenching Co., Inc.

Signed:   
Authorized Representative

Title: \_\_\_\_\_

Address: PO Box 15479, Oklahoma City, OK 73155

Telephone: 405-677-4525

(Corporate Seal) (where applicable)

Surety: Fidelity and Deposit Company of Maryland

Norman Public Works Department  
 Project BP-0197  
 36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
 Bid No. 2122-44  
 1/5/2022

ATTEST:

Vicki Wilson

Vicki Wilson, Witness

Signed:

Carey L. Kennemer

Authorized Representative

Printed: Carey L. Kennemer

Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Ave

Oklahoma City, OK 73114

Telephone: 405-418-8600

### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )  
 ) ss:  
 COUNTY OF Oklahoma )

The foregoing instrument was acknowledge before me this 1 day of March, 2022, by  
Carey L. Kennemer (Name and Title), of Matthew T. Smiley  
 a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 1 day of March, 2022

Cindy Morgan  
 Notary Public

My Commission Expires:

3-19-24



### INDIVIDUAL ACKNOWLEDGEMENT

STATE OF \_\_\_\_\_ )  
 ) ss  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires:  
 \_\_\_\_\_

Statutory Bond No. B-2122-62  
 Page 2 of 3

Norman Public Works Department  
 Project BP-0197  
 36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
 Bid No. 2122-44  
 1/5/2022

### **PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent) on behalf of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires:  
 \_\_\_\_\_

### **CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
 Mayor

**ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND  
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by **Robert D. Murray, Vice President**, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint **Clayton HOWELL, Vicki WILSON, Robert JENSEN, Austin K. GREENHAW, J. Kelly DEER, Shelli R. SAMSEL, Travis E. BROWN, Jamie BURRIS, Vaughn P. GRAHAM, Vaughn P. Graham, Jr., Stephen M. POLEMAN, Deborah L. RAPER, Dwight A. PILGRIM, Gary LILES, Randy D. WEBB, Bobby Joe YOUNG, Aaron WOOLSEY, Carey L. KENNEMER and Cathy COMBS, all of Oklahoma City, Oklahoma**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 26th day of September, A.D. 2019.



ATTEST:  
ZURICH AMERICAN INSURANCE COMPANY  
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY  
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*  
Vice President

By: *Dawn E. Brown*  
Secretary

**State of Maryland  
County of Baltimore**

On this 26th day of September, A.D. 2019, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.



*Constance A. Dunn*

Constance A. Dunn, Notary Public  
My Commission Expires: July 9, 2023



Norman Public Works Department  
 Project BP-0197  
 36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
 Bid No. 2122-44  
 1/5/2022

## CITY OF NORMAN MAINTENANCE BOND

Know all men by these presents that Matthews Trenching Co., Inc., as Principal, and Fidelity and Deposit Company of Maryland, a corporation organized under the laws of the State of Illinois, and authorized to transact business in the State of Oklahoma, as SURETY, are held and firmly bound unto THE CITY OF NORMAN, a Municipal Corporation of the State of Oklahoma, herein called CITY, in the sum of Seventy Nine Thousand Nine Hundred Sixty Four & 00/100 DOLLARS (\$ 79,964.00), such sum being equal to the contract price and being in force for a period of one year from the date of the acceptance of the below described improvements by the City Council, and thereafter for the sum of One Hundred Nineteen Thousand Nine Hundred Forty Four & 50/100 DOLLARS (\$ 119,944.50), such sum being not less than fifteen percent (15%) of the total contract price of said improvements for a period of 1 year(s) thereafter, for the payment of which sum PRINCIPAL and SURETY bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally.

WHEREAS, the conditions of this obligation are such that the PRINCIPAL, being the lowest and best bidder on the following project:

### **BID 2122-44 36<sup>TH</sup> AVENUE NW WATER LINE RELOCATION PROJECT: PHASE 2**

has entered into a written CONTRACT (\_\_\_\_\_) with the CITY OF NORMAN, dated this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ for the erection and construction of this PROJECT, that CONTRACT being incorporated herein by references as if fully set forth; and,

WHEREAS, under the ordinances of the CITY the PRINCIPAL is required to furnish to the CITY a maintenance bond covering said construction of this PROJECT, the bond to include the terms and provisions hereinafter set forth, as a condition precedent to final acceptance of the PROJECT.

NOW, THEREFORE, if the PRINCIPAL shall keep and maintain, subject to normal wear and tear, the construction, except for defects not occasioned by improper workmanship, materials, or failure to protect new work until it is accepted, and if the PRINCIPAL shall promptly repair, without notice from the CITY or expense to the CITY any and all defects arising from improper workmanship, materials, or failure to protect new work until it is accepted; all for a period of two (2) years from the date of the written final acceptance by the CITY, then this obligation shall be null and void. Otherwise, this obligation shall remain in full force and effect at all times.

Provided further, however, that upon neglect, failure or refusal of the PRINCIPAL to maintain or make any needed repairs upon the construction on the PROJECT, as set out in the preceding paragraph, within ten (10) days after the mailing of notice to the PRINCIPAL by letter deposited in the United States Post Office at Norman, Oklahoma, addressed to the PRINCIPAL at the address set forth below, then the PRINCIPAL and SURETY shall jointly and severally be liable to the CITY for the cost and expense for making such repair, or otherwise maintaining the said construction.

It is further expressly agreed and understood by the parties hereto that no changes or alterations in said CONTRACT and no deviations from the plan or mode of procedure herein fixed shall have the effect of releasing the sureties, or any of them, from the obligations of this Bond.

Norman Public Works Department  
Project BP-0197  
36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
Bid No. 2122-44  
1/5/2022

IN WITNESS WHEREOF, the said PRINCIPAL has caused these presents to be executed in its name and its corporate seal (where applicable) to be hereunto affixed by its duly authorized representative(s), on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, and the SURETY has caused these presents to be executed in its name its corporate seal to be hereunto affixed by its authorized representative(s) on the \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

(Corporate Seal) (where applicable)

ATTEST:

[Signature]

Corporate Secretary (where applicable)

Principal Matthews Trenching Co., Inc.

Signed: [Signature]  
Authorized Representative

Title: \_\_\_\_\_

Address: PO Box 15479, Oklahoma City, OK 73155

Telephone: 405-677-4525

(Corporate Seal) (where applicable)

ATTEST:

[Signature]  
Vicki Wilson, Witness

Surety: Fidelity and Deposit Company of Maryland

Signed: [Signature]  
Authorized Representative

Printed: Carey L. Kennemer  
Authorized Representative

Title: Attorney-in-Fact

Address: 9401 Cedar Lake Ave, OKC, OK 73114

Telephone: 4050-418-8600

### CORPORATE ACKNOWLEDGEMENT

STATE OF Oklahoma )  
 ) ss:  
COUNTY OF Oklahoma )

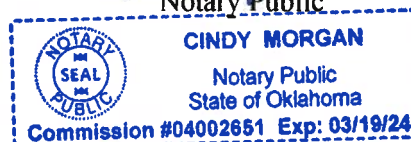
The foregoing instrument was acknowledge before me this 1 day of March, 2022 by Gary L. Matthews Represented (Name and Title), of Matthews Trenching a(n) corporation, on behalf of the corporation.

WITNESS my hand and seal this 1 day of March, 2022

[Signature]  
Notary Public

My Commission Expires:

3-19-24



Norman Public Works Department  
 Project BP-0197  
 36<sup>th</sup> Ave. NW Waterline Reloc.: Phase 2

Contract K-2122-86  
 Bid No. 2122-44  
 1/5/2022

### **INDIVIDUAL ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) of \_\_\_\_\_,  
 a(n) corporation.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires:  
 \_\_\_\_\_

### **PARTNERSHIP ACKNOWLEDGEMENT**

STATE OF \_\_\_\_\_ )  
 ) ss:  
 COUNTY OF \_\_\_\_\_ )

The foregoing instrument was acknowledge before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, by  
 \_\_\_\_\_ (Name and Title) \_\_\_\_\_ (partner/agent) on behalf  
 of \_\_\_\_\_, a partnership.

WITNESS my hand and seal this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

\_\_\_\_\_  
 Notary Public

My Commission Expires:  
 \_\_\_\_\_

### **CITY OF NORMAN**

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

Approved by the Council of the City of Norman this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

ATTEST:

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

\_\_\_\_\_  
 Mayor

R-2122-78

A RESOLUTION OF THE COUNCIL OF THE CITY OF  
NORMAN, OKLAHOMA, AUTHORIZING AND APPOINTING  
MATTHEWS TRENCHING COMPANY, INC., AS PROJECT  
AGENT FOR THE 36TH AVENUE N.W. WATER LINE  
RELOCATION PROJECT, PHASE 2, FOR THE CITY OF  
NORMAN.

- § 1. WHEREAS, the City of Norman, Oklahoma, does hereby acknowledge that the tax-exempt status of this political subdivision is a significant factor in determining the agreed contract price bid by Matthews Trenching Company, Inc., for the 36th Avenue N.W. Water Line Relocation Project, Phase 2, for the City of Norman; and
- § 2. WHEREAS, the City of Norman, Oklahoma, in compliance with State law, desires to confer on Matthews Trenching Company, Inc., its special State and Federal sales tax exemptions and in order to achieve such end, finds it necessary to appoint Matthews Trenching Company, Inc., as its direct purchasing agent to purchase materials which are in fact used for the 36th Avenue N.W. Water Line Relocation Project, Phase 2, for the City of Norman; and
- § 3. WHEREAS, this limited agent status is conferred with the express understanding that Matthews Trenching Company, Inc., shall appoint employees and subcontractors as subagents who shall be authorized to make purchases on their behalf.

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

- § 4. That the City of Norman, Oklahoma, on the 8th day of March 8, 2022, did appoint Matthews Trenching Company, Inc., who is involved with the 36th Avenue N.W. Water Line Relocation Project, Phase 2, an agent of the City of Norman, Oklahoma, solely for the purpose of purchasing, on a tax-exempt basis, materials and tangible personal property to be used exclusively for the 36th Avenue N.W. Water Line Relocation Project, Phase 2, for the City of Norman.

PASSED AND ADOPTED THIS 8th day of March, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

Norman City Limits

Indian Hills Road

PHASE 2

Franklin Road

Ruby Grant Park

PHASE 1

Tecumseh Road

36th Avenue NW

## 36th Avenue NW from Tecumseh to Indian Hills Road



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



March 19, 2013

0 1,000 2,000 Ft.

 New Traffic Signal

 Project Location

**File Attachments for Item:**

18. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AIR QUALITY SMALL GRANT PROGRAM FUNDING IN THE AMOUNT OF \$11,402 TO PROVIDE BICYCLE LANES ALONG WEBSTER AVENUE BETWEEN DAWS STREET AND DUFFY STREET AND UNIVERSITY BOULEVARD BETWEEN APACHE STREET AND BOYD STREET, CONTRACT K-2122-94, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/2022

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF AN ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AIR QUALITY SMALL GRANT PROGRAM FUNDING IN THE AMOUNT OF \$11,402 TO PROVIDE BICYCLE LANES ALONG WEBSTER AVENUE BETWEEN DAWS STREET AND DUFFY STREET AND UNIVERSITY BOULEVARD BETWEEN APACHE STREET AND BOYD STREET, CONTRACT K-2122-94, AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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### BACKGROUND:

The Association of Central Oklahoma Governments (ACOG) Air Quality Small Grant Program funds small transportation infrastructure projects and congestion relief efforts that strive towards the improvement of regional air quality. A minimum of \$400,000 in total grant awards have been made available to eligible applicants through a competitive bidding process. Applicants were required to provide a minimum of 20 percent in matching local funds, and grant awards are to be conferred as reimbursement. All projects will have two years upon execution of a grant award contract to be completed in full. A variety of projects were eligible, but all must serve to address long-term reduction in transportation-related emissions that contribute to the formation of ground-level ozone.

The promotion of alternative modes of transportation was deemed as a key strategy of the ACOG Air Quality Small Grant Program. In keeping with this strategy, Traffic Division Staff submitted three projects for consideration. These included a sidewalk gap project on Rock Creek Road west of Porter Avenue, a sidewalk gap project on Robinson Street east of Peters Avenue, and bike lane projects on University Boulevard and Webster Avenue. All three projects fulfill the spirit of the promotions of alternative modes of transportation strategy and all three address Action Items in the City's Comprehensive Transportation Plan. The \$400,000 in funds available, when looking at all eligible applications, allowed only the bike lane projects on University Boulevard and Webster Avenue to be funded in this grant cycle.

### DISCUSSION:

Every five years, ACOG, as the Metropolitan Planning Organization, completes a long-range, Metropolitan Transportation Plan that projects Central Oklahoma's growth over a three-decade period and identifies necessary changes to the region's transportation network.

The most recent plan, Encompass 2040 adopted in 2016, included a series of goals and strategies to guide transportation planning efforts into the future. Of those strategies, ACOG's Air Quality Small Grant Program has been developed to address (1) the promotion of alternate modes of transportation, (2) investment in projects that enhance the efficiency of the existing transportation system, (3) provision of efficient connections within and between modes and facilities, and (4) encourage procedures that preserve traffic operations.

It is a proven tip for reducing air pollution to carpool, use public transportation, bike, or walk whenever possible. Bicycle lanes are missing along Webster Avenue (Daws Street to Duffy Street) as well as along University Boulevard (Apache Street to Boyd Street). These two portions of missing bicycle lanes are located along two of the primary routes between Downtown Norman and the University of Oklahoma Campus/Campus Corner area. The completion of these two projects will strengthen the multimodal connections between Downtown Norman and the University of Oklahoma Campus/Campus Corner area thereby reducing dependence on private automobile travel, parking demands, etc.

The City of Norman's Comprehensive Transportation Plan (CTP), adopted in May 2014, contains a series of Guiding Principles. The second guiding principle involves Actions to Enhance Mobility for all User Groups. Within this guiding principle, Action M6a is: Restripe Identified Existing Streets to Install Bike Lanes. Within M6a, five locations are specifically identified. One of these is to restripe University Boulevard between Apache Street and Boyd Street from 15-foot lanes to 10-foot lanes with a 5-foot bicycle lane in each direction and another is to restripe Webster Avenue between Daws Street and Duffy Street from 15-foot lanes to 10-foot lanes with a 5-foot bicycle lane in each direction. Completing these projects will address a portion of Action M6a in the CTP.

The Call for Projects (a copy of which is attached) for the 2021 ACOG Air Quality Small Grant Program opened on October 1, 2021. The bike projects are on University Boulevard between Apache and Boyd Streets (University Boulevard Location Map attached) and on Webster Avenue between Daws and Duffy Streets (Webster Avenue Location Map attached). The Grant Application (Project Application is attached) was submitted to ACOG on November 23, 2021. A cost estimate (Cost Estimate is attached) was developed for the project and submitted with the Grant Application. The Notice of Award was received on January 27, 2022, and the contract (ACOG-Norman-AQ Contract FY2022 is attached) was received on January 31, 2022. Contract K-2122-94, is in the amount of \$11,402 of the \$16,907.50 on the cost estimate for a local share of \$5,505.50 or 32.5 percent of the total anticipated construction cost.

Once Contract K-2122-94 has been fully executed, ACOG will issue a Notice to Proceed. Once the Notice to Proceed has been received and the City completes its effort to fulfill the annual striping contract for calendar year 2022, an assignment will be issued for the striping of the bike lanes on both University Boulevard and Webster Avenue within the project limits. Staff will then come behind the striping contractor and install the bicycle lane signage to accompany the new lanes. The staff efforts to install the signage represents the local share of the Grant Project. The efforts to install all of the signage for the bicycle lanes will represent the city's responsibilities

toward the \$5,505.50 local share (available in Maintenance Supplies – Traffic & Street Signs, 10550223-43213).

**RECOMMENDATION NO 1:**

Staff recommends approval of Contract K-2122-94 by and between the Association of Central Oklahoma Governments and the City of Norman in the amount of \$11,402.

**RECOMMENDATION NO 2:**

Staff recommends appropriation of \$11,402 from Special Grants Fund Balance (account number 22-29000) to Maintenance and Repair Services – Pavement Marking (account number 22550223-44235). At the appropriate time, Staff will issue the assignment to stripe the bike lanes and submit to ACOG for reimbursement upon satisfactory completion of the assignment. Reimbursement will be deposited into revenue account Other Revenue – ACOG Miscellaneous Grant (225-333364).

Grant #: CMAQ2022-01

K-2122-94

**AIR QUALITY SMALL GRANT CONTRACT**

**BY AND BETWEEN THE**

**ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS**

**AND**

**THE CITY OF NORMAN**

This Grant Contract, dated the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Association of Central Oklahoma Governments, a public agency (hereinafter “ACOG”), and the City of Norman, a city located within the Central Oklahoma Transportation Management Area, (hereinafter “Grantee”) is for the provision of reimbursement of certain costs incurred for the creation of bicycle lanes along University Boulevard and Webster Avenue as further defined in the "SCOPE OF SERVICES."

**Amount of Grant not to exceed: \$11,402.**

**A. SCOPE OF SERVICES**

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and incorporating the RFP issued by ACOG on Friday, October 1, 2021, and the Grantee’s application in response thereto dated October 28, 2021, and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.1.a. Grantee agrees these grant funds shall be used for the creation of bicycle lanes along University Boulevard from Apache Street to Boyd Street as well as on Webster Avenue from Daws Street to Duffy Street in Norman. Marketing, promotion, education, and branding (i.e., decals, signage) associated with the project are included as allowable costs.
- A.1.b. Grantee shall provide local matching funds of \$5,506.
- A.1.c. Grantee shall obtain all required City permits and approvals.
- A.1.d. Grantee shall ensure all infrastructure components of this project are accessible to the public and available for public use.
- A.1.e. Grantee shall publish press release announcing installation of infrastructure. Grantee shall monitor infrastructure for regular usage and collect data. Grantee shall provide data electronically to ACOG as part of annual reports described in Section A.4.
- A.1.f. Grantee will visibly and distinctly brand all ACOG Air Quality Small Grant-funded infrastructure project components with the current ACOG logo and brand standards, to be furnished by ACOG.

- A.1.g. The Grantee, or a party identified in a signed, binding document submitted as part of the grant application, shall be solely responsible for all ongoing maintenance of infrastructure and required branding to ensure functionality until the end of the infrastructure's useful life or until such time as it is no longer practical or feasible to continue to maintain. All infrastructure and branding maintenance costs are the responsibility of the Grantee.
- A.2. **CMAQ Funding:** The intention of ACOG in awarding these grant funds is to fund transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, and particulate matter as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality (CMAQ) funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments. The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
- A.3. **Progress Reports:** Grantee shall provide to ACOG quarterly project progress reports once the contract has been executed and a Notice to Proceed is issued. Progress reports are required until such time as all grant-funded materials and infrastructure have been purchased and installed and final reimbursement requests are provided to ACOG.
- A.3.a. **Project Completion:** Once the project is operational/complete, Grantee will provide ACOG notification that the project is operational/complete to ensure the tracking of annual reporting.
- A.4. **Annual Reports:** Grantee shall provide to ACOG a minimum of three (3) annual reports covering at least 12 full months of project operation. The first annual report should cover the period commencing with project completion and ending with the first anniversary of project completion. Additional reporting should occur each following year on that date.

## **B. GRANT CONTRACT TERMS**

- B.1. ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing with the Notice to Proceed date and ending 24 months after the Notice to Proceed date, hereinafter referred to as Part I of Contract Terms.
- B.2. Reporting requirements as described in Section A.3. of this Grant Contract shall be effective for the period commencing with the Notice to Proceed date and ending with the date of project completion, hereinafter referred to as Part II of Contract Terms.
- B.3. Reporting requirements as described in Section A.4. of this Grant Contract shall be effective for the period commencing with the first anniversary of project completion and ending not later than three years after project completion, hereinafter referred to as Part III of Contract Terms.
- B.4. ACOG presently has CMAQ funds available, allocated through the Federal Highway Administration and administered by the Oklahoma Department of Transportation, which may be used to facilitate CMAQ projects. This Grant Contract is contingent upon the continued availability of federal CMAQ funds.

**C. PAYMENT TERMS AND CONDITIONS**

- C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed \$11,402.
- C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the creation of bicycle lanes along University Boulevard and Webster Avenue as described in Section A.1.a., not to exceed the maximum liability established in Section C.1.
- C.2.a. Allowable Costs are defined as expenditures directly related to the purchase, installation, branding (e.g., decals, signage), and marketing for items described in Section A.1.a.
- C.2.b. The Grantee shall submit invoices accompanied by bills of sale and documentation as further described in Sections C.3., within 30 days of project completion.
- C.3. **Invoice Requirements:** Grantee shall invoice ACOG with all necessary supporting documentation, to:

ACOG  
Attn: Hannah Nolen, Transportation Planning Services  
4205 N. Lincoln Blvd  
Oklahoma City, OK 73105  
Telephone: 405-234-2264  
Email: hnolen@acogok.org

- C.3.a. Each invoice shall clearly and accurately detail the following required information:
- (1) Invoice/Reference Number (assigned by the Grantee)
  - (2) Invoice Date
  - (3) Grant Contract Number (CMAQ2022-01, assigned by ACOG to this Grant Contact)
  - (4) Grantee Name
  - (5) Grantee Federal Employer Identification Number
  - (6) Grantee Remittance Address
  - (7) Grantee Contact (name, phone, and/or email address for the individual to contact with invoice questions)
  - (8) Complete Itemization of Reimbursement Requested which shall include documentation of paid expenses and shall include each of the following:
    - i. Itemized Bill of Sale showing dates of sale/service
    - ii. Itemized Invoices for any Capital Costs for which reimbursement is requested
    - iii. Total reimbursement amount requested
- C.3.b. Each invoice shall be accompanied by a digital photo file(s) of the completed project displaying required branding (as described in section A.1.f.).
- C.3.c. Each invoice shall be accompanied by a press release, as well as social media post announcing the completion of the project and the Grantee's partnership with ACOG. ACOG can be mentioned on Twitter and Facebook (ACOGOK).



- C.4. **Invoice Timing and Limitations:** The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Section A.1.a. and Sections C.2., C.2.a. and C.2.b. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for reimbursement must be received by ACOG within 30 days of project completion and shall include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. All invoices for reimbursement for costs incurred through June 30, 2022, for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2022. The same applies to any subsequent fiscal years.
- C.4.c. The Grantee's failure to provide all invoices to ACOG as required, shall result in the Grantee being deemed ineligible for reimbursement of those invoices under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for allowable costs relating to the Scope of Services as described, review and process invoice as well as request reimbursement from ODOT for Grantee's expenditures. Once ODOT has provided reimbursement for Grantee's expenditures, ACOG will issue payment to Grantee.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs. Unallowable Costs include but are not limited to personnel and administrative costs as well as maintenance, architectural, engineering, or project inspection fees.

## **D. STANDARD TERMS AND CONDITIONS**

- D.1. **Required Approvals:** ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is fully executed and a Notice to Proceed is issued to Grantee.
- D.3. **Modification and Amendment:** This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.
- D.4. **Termination for Cause:** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. **Records:** The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. **Progress Reports:** The Grantee shall submit quarterly progress reports, as described in Section A.3., to ACOG in addition to annual reports as described in Section A.4.
- D.7. **ACOG Liability:** Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of infrastructure and related materials shall remain with and will be the sole responsibility of the Grantee.
- D.8. **Force Majeure:** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics, or any other similar cause.
- D.9. **State and Federal Compliance:** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. **Completeness:** This Grant Contract and attachments is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

## **E. SPECIAL TERMS AND CONDITIONS**

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts:** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

**ACOG:**

Hannah Nolen, Transportation Planning Services  
4205 N. Lincoln Blvd  
Oklahoma City, OK 73105  
Telephone: 405-234-2264  
Email: hnolen@acogok.org

**Grantee:**

The City of Norman  
c/o David Riesland, Transportation Engineer  
201A West Gray Street  
Norman, OK 73069  
Telephone: 405-217-7762  
Email: david.riesland@normanok.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. **Hold Harmless:** To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

**ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS**

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mark W. Sweeney, AICP, Executive Director

**REVIEWED** for form and legality.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Pete White, ACOG General Counsel

**THE CITY OF NORMAN**

By: \_\_\_\_\_

Date: \_\_\_\_\_

## PROJECT SELECTION CRITERIA

A committee consisting of representatives from the Association of Central Oklahoma Governments, the Oklahoma Department of Transportation, the Oklahoma Department of Environmental Quality, and/or other partner non-profits will receive, evaluate, and score all project applications.

Committee members will review each application and score based on a 100-point system.

Category	Maximum Points
Pollutant reduction	10
Cost effectiveness	10
Transportation impact	15
Community involvement	5
Consistent planning	10
Community benefit	5
Vulnerable populations	10
Funding	15
Project readiness	10
Evaluation metrics	10
<b>Total Points Available</b>	<b>100</b>

Please fill out the following pages by selecting the appropriate answer choice, filling in each subscore, and verifying the final score. Completed Scoring Worksheet should be submitted as part of project application.

## 1. POLLUTANT REDUCTION

Project must demonstrate the potential to reduce ozone-forming pollutants. Primary pollutants of concern include Nitrogen Oxides (NO<sub>x</sub>) and Volatile Organic Compounds (VOC). Please provide a detailed description of how the proposed project is expected to play a role in reducing ozone-forming pollutants.

**How will the project contribute to a reduction in ozone-forming emissions?**

*(10 points maximum)*

It is a proven tip for reducing air pollution to carpool, use public transportation, bike, or walk whenever possible. Bicycle lanes are missing along Webster Avenue (Daws Street to Duffy Street) as well as along University Boulevard (Apache Street to Boyd Street). These two portions of missing bicycle lanes are located along two of the primary routes between Downtown Norman and the University of Oklahoma Campus/Campus Corner area. The completion of these two projects will strengthen the multimodal connections between Downtown Norman and the University of Oklahoma Campus/Campus Corner area thereby reducing dependence on private automobile travel, parking demands, etc.

**1. SUBSCORE** 10

## 2. COST EFFECTIVENESS

Cost effectiveness is a measure of the project's ability to reduce emissions per dollar invested. Funds can be used on a variety of project types. Certain project types are expected to be more cost effective and will therefore be more competitive.

**How cost effective in terms of pollutant removal is the proposed project?**

*(10 points maximum)*

Bicycle/pedestrian infrastructure, Intelligent Transportation System (ITS) projects, traffic management and control devices, new transit facilities <i>(10 pts)</i>	<input checked="" type="checkbox"/>
Transit equipment, transit operating assistance, traveler information services, traffic signalization projects, transit management systems <i>(7 pts)</i>	<input type="checkbox"/>
Traffic calming measures, eligible projects not currently addressed in the grant manual <i>(5 pts)</i>	<input type="checkbox"/>

**Note:** If the project falls in two or more of the categories listed above, the points must be averaged together to get a final score.

**2. SUBSCORE** 10



### 3. TRANSPORTATION IMPACT

Will the project improve the transportation system?

- a. Projects that aim to reduce single-occupancy vehicle trips by encouraging travel by other modes – walking, bicycling, or public transit – will be most competitive.

**Will the project promote multimodal options? (5 points)**

Project promotes multimodal options and aims to reduce single occupancy vehicle trips (5 pts)	<input checked="" type="checkbox"/>
Project does not promote multimodal options (0 pts)	<input type="checkbox"/>

- b. Enhanced connectivity improves the ability to get from place to place. For example, projects that extend a current bike path or projects that improve access to public transit will be more competitive.

**Will the project enhance connectivity by addressing a network limitation? (5 points for bicycle/pedestrian/transit projects)**

Project addresses a gap in the existing bicycle, pedestrian, or transit facilities network by creating a new connection from one existing network to another (5 pts)	<input checked="" type="checkbox"/>
Project contributes to the eventual desired network by connecting an existing segment to a proposed segment (4 pts)	<input type="checkbox"/>
Project expands an existing network in a new direction where no segment is existing and none is currently proposed (3 pts)	<input type="checkbox"/>
Project does not connect to an existing segment but connects two segments proposed in a published plan at any level (2 pts)	<input type="checkbox"/>
Project connects a proposed segment in a new direction where none is existing and none is currently proposed (0 pts)	<input type="checkbox"/>

- b. Projects should focus on easing regional congestion and/or decreasing single-occupancy vehicle (SOV) trips, therefore reducing transportation-related emissions and improving air quality. More points will be awarded if the project addresses a corridor that experiences moderate to severe a.m. or p.m. peak hour congestion.

**Will the project reduce congestion?** (5 points for vehicular associated projects)

Project will reduce congestion, reduce volume, and/or improve travel time in a congested corridor (5 pts)	<input type="checkbox"/>
Project will reduce congestion, reduce volume, and/or improve travel time in general (3 pts)	<input type="checkbox"/>
Project is not expected to reduce congestion (0 pts)	<input type="checkbox"/>

- c. Projects that address an identified safety issue will be more competitive.

**Will the project improve vehicular, pedestrian, or bicycle safety?** (5 points)

Project improves safety (5 pts)	<input checked="" type="checkbox"/>
Project does not improve safety (0 pts)	<input type="checkbox"/>

**3. SUBSCORE 15**

## 4. COMMUNITY INVOLVEMENT

Community support and partnership strengthens the project application.

**Does the project have the support of the community?** (5 points maximum)

Applicant included 3 or more letters of support from community partners in promotion of the project (5 pts)	<input checked="" type="checkbox"/>
Applicant included 1 or 2 letters of support from community partners in promotion of the project (3 pts)	<input type="checkbox"/>
No letters of support included (0 pts)	<input type="checkbox"/>

**4. SUBSCORE 5**

## 5. CONSISTENT PLANNING

Projects that have been identified through a previous planning effort will be more competitive. The project should address an issue identified in one of the following types of plans:

Regional Plans (produced by ACOG):

- [Regional Active Transportation Plan](#)
- [Congestion Management Process \(CMP\)](#)

Local Plans:

- Comprehensive plans
- Bicycle/pedestrian plans
- ITS plans

**Note:** Projects must be included in or be consistent with ACOG's long-range transportation plan, [Encompass 2040](#), to receive funding.

### Is the project consistent with regional and/or local comprehensive land use and transportation plans? (10 points maximum)

Project is consistent with a published regional transportation plan (10 pts)	<input checked="" type="checkbox"/>
Project is consistent with a published local transportation or trails plan (8 pts)	<input type="checkbox"/>
Project is consistent with a published local comprehensive plan (5 pts)	<input type="checkbox"/>
Project is consistent with unpublished ideas of the community's future direction (3 pts)	<input type="checkbox"/>
Not addressed (0 pts)	<input type="checkbox"/>

**5. SUBSCORE 10**

## 6. COMMUNITY BENEFIT

Applicant must be able to demonstrate how the community will benefit from this project be it through increased safety, reduced congestion and travel time, and/or greater connectivity.

### Does the project plan include a clear demonstration of need and indicate how the community will benefit from the project? (5 points maximum)

Applicant clearly demonstrates a need for the project and examines how the community will benefit (5 pts)	<input checked="" type="checkbox"/>
Applicant briefly addresses in a limited capacity how the community will benefit (3 pts)	<input type="checkbox"/>
Applicant does not address how the community will benefit from the project (0 pts)	<input type="checkbox"/>

**6. SUBSCORE 5**

## 7. VULNERABLE POPULATIONS

Children and the elderly are particularly vulnerable to ozone pollution. Projects will be most competitive if they are located near large concentrations of these populations, such as schools. Minority and low-income status also influences susceptibility to the effects of ozone pollution.

To aid in identifying areas with potential air quality related vulnerable populations, ACOG's Air Quality Small Grant Program is utilizing EPA's EJSCREEN. EJSCREEN is a screening-level Environmental Justice (EJ) tool that combines demographic indicators with environmental factors, such as ozone, to create an EJ index. More information is available at: <https://www.epa.gov/ejscreen>.

Please use the EJ Index Ozone map, available at <http://arcg.is/1jOD19>, to answer the following question.

**Does the project address the air quality near populations particularly vulnerable to poor air quality? (10 points maximum)**

Project is located in an EJ Index Ozone area of the 80<sup>th</sup> percentile or higher or the project is within ¼ mile of a school (10 pts)

☒

Project is located in an EJ Index Ozone area between the 50<sup>th</sup> and 80<sup>th</sup> percentile or the project is within ½ mile of a school (5 pts)

☐

Project is located in a 50<sup>th</sup> percentile or lower EJ Index Ozone area and is not expected to impact vulnerable populations (0 pts)

☐

**7. SUBSCORE 10**

## 8. FUNDING

Funds are based on reimbursement and require a minimum 20 percent match of local funds. How well is the applicant financially prepared to secure local matching funds and implement the project?

- a. Project applications that can show a larger proportion of other sources of dedicated funding for the project will be the most competitive.

**The extent to which applicants show proof of commitment to provide funding above the minimum 20 percent matching requirement. (5 points)**

Local match is 30 percent or higher (5 pts)

☒

Local match is between 21 percent and 29 percent (3 pts)

☐

Local match is 20 percent (0 pts)

☐

- b. Project applications that include a detailed and realistic cost estimate will prove project readiness and be more competitive.

**Does the project plan include a detailed and realistic cost estimate? (5 points)**

Application includes a detailed, itemized cost estimate, showing a good faith effort to consider all elements of the project (5 pts)	<input checked="" type="checkbox"/>
Application includes a summary estimate with no details (3 pts)	<input type="checkbox"/>
Application does not include a cost estimate (0 pts)	<input type="checkbox"/>

- c. Projects must include a maintenance plan that demonstrates applicant ownership and sustainable long-term care.

**Does the project include a clear plan for future maintenance costs? (5 points)**

Application includes details on existing maintenance standards and how the sponsor would fund future maintenance (5 pts)	<input checked="" type="checkbox"/>
Application seems to discount level of maintenance necessary and/or failed to get letters of support from entity claimed to be responsible for future maintenance (3 pts)	<input type="checkbox"/>
No maintenance plan is included (0 pts)	<input type="checkbox"/>

**8. SUBSCORE 15**

## 9. PROJECT READINESS

All projects and programs have two years upon execution of a grant award contract to be completed in full. The applicant must include a detailed timeline and clear work plan for implementation of the project.

- a. Projects have two years upon execution of a grant award to be completed in full. A detailed and realistic timeline is essential to the success of the project.

**Is the project schedule detailed and realistic? (5 points)**

Project schedule is detailed and realistic (5 pts)	<input checked="" type="checkbox"/>
Project schedule is detailed but ambitious (3 pts)	<input type="checkbox"/>
Project schedule lacks sufficient detail and underestimates how long infrastructure projects take (0 pts)	<input type="checkbox"/>

- b. Project application must include a description of the tasks and activities to be completed as part of the project. This shows the readiness of the project and how the project will be implemented.

**Has the project been conceptually designed and includes a clear and adequate project description?**  
(5 points)

Application includes clear and adequate project descriptions (5 pts)	<input checked="" type="checkbox"/>
Application includes abbreviated and/or preliminary descriptions (3 pts)	<input type="checkbox"/>
Application does not include project descriptions (0 pts)	<input type="checkbox"/>

**9. SUBSCORE** 10

## 10. EVALUATION METRICS

ACOG is required to collect data metrics to evaluate how successful the project was after implementation. The applicant is expected to gather data for evaluation such as daily usage figures and estimated vehicle trips removed.

**Does the applicant include a plan for gathering meaningful evaluation metrics for the project?**  
(10 points maximum)

Applicant includes detailed plans for gathering evaluation metrics (10 pts)	<input checked="" type="checkbox"/>
Applicant includes generalized plan for gathering evaluation metrics (5 pts)	<input type="checkbox"/>
No plan for gathering evaluation metrics included (0 pts)	<input type="checkbox"/>

**10. SUBSCORE** 10

**FINAL SCORE** 100



4205 N. Lincoln Blvd. | OKC

AIR QUALITY SMALL GRANT PROGRAM

# APPLICATION GUIDEBOOK

OPENS: OCTOBER 1

CLOSES: NOVEMBER 19



2021  
acog

AQ

## TABLE OF CONTENTS

<b>INTRODUCTION .....</b>	<b>1</b>
BACKGROUND .....	1
<b>ELIGIBLE PROJECTS .....</b>	<b>2</b>
SMALL INFRASTRUCTURE PROJECTS.....	2
Bicycle and Pedestrian Infrastructure .....	3
TRANSIT IMPROVEMENTS.....	3
CONGESTION REDUCTION AND TRAFFIC FLOW IMPROVEMENTS .....	3
Traffic Flow Improvements.....	3
Travel Demand Management .....	3
INELIGIBLE PROJECTS AND PROGRAMS .....	4
PROJECT REQUIREMENTS AND RECOMMENDATIONS.....	4
Bicycle Infrastructure .....	4
Pedestrian Infrastructure .....	5
<b>APPLICANT ELIGIBILITY .....</b>	<b>5</b>
<b>APPLICATION REQUIREMENTS .....</b>	<b>6</b>
<b>PROJECT SELECTION CRITERIA .....</b>	<b>7</b>
1. POLLUTANT REDUCTION .....	7
2. COST EFFECTIVENESS .....	8
3. TRANSPORTATION IMPACT .....	8
4. COMMUNITY INVOLVEMENT .....	10
5. CONSISTENT PLANNING.....	10
6. COMMUNITY BENEFIT .....	11
7. VULNERABLE POPULATIONS.....	11
8. FUNDING.....	12
9. PROJECT READINESS .....	13
10. EVALUATION METRICS.....	13
<b>APPENDIX I .....</b>	<b>14</b>
OKLAHOMA CITY AREA REGIONAL TRANSPORTATION STUDY BOUNDARY (OCARTS).....	14

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FOR QUESTIONS REGARDING THE AIR QUALITY SMALL GRANT PROGRAM, PLEASE  
CONTACT HANNAH NOLEN AT (405) 234-2264 OR [HNOLEN@ACOGOK.ORG](mailto:HNOLEN@ACOGOK.ORG)

## INTRODUCTION

The Association of Central Oklahoma Governments' (ACOG) Air Quality Small Grant Program funds small transportation infrastructure projects and congestion relief efforts that strive towards the improvement of regional air quality. A minimum of **\$400,000** in total grant awards will be made available to eligible applicants through a competitive grant process. Applicants are required to provide a minimum of 20 percent in matching local funds, and grant awards will be conferred as reimbursement. All projects have two years upon execution of a grant award contract to be completed in full. A variety of projects are eligible, but all must serve to address long-term reduction in transportation-related emissions that contribute to the formation of ground-level ozone.

## BACKGROUND

Transportation is a significant source of precursors such as volatile organic compounds (VOCs) and nitrogen oxides (NO<sub>x</sub>), the gasses that react to form ozone. Referred to as mobile source emissions, these precursors are emitted through vehicle exhaust and fuel evaporation, reacting to sunlight in windless conditions to create tropospheric ozone pollution. Research continues to demonstrate the effects of ozone pollution on all populations, but children, the elderly, and anyone with respiratory illnesses such as asthma are particularly vulnerable. Any reduction of ozone-forming emissions translates to increased quality of life for everyone in Central Oklahoma.

Every five years, ACOG, as the Metropolitan Planning Organization (MPO), completes a long-range, Metropolitan Transportation Plan (MTP) that projects Central Oklahoma's growth over a three-decade period and identifies necessary changes to the region's transportation network. The most recent plan, [Encompass 2040](#) adopted in 2016, included a series of goals and strategies to guide transportation planning efforts into the future. Of those strategies, ACOG's Air Quality Small Grant Program has been developed to address the following:

1. The promotion of alternative modes of transportation
2. Investment in projects that enhance the efficiency of the existing transportation system
3. Provision of efficient connections within and between modes and facilities
4. Encourage procedures that preserve traffic operations

The implementation of these strategies is made possible by the use of funds through the federal Congestion Mitigation and Air Quality (CMAQ) Improvement Program. Because these funds are intended to assist transportation projects and programs in meeting and maintaining the requirements of the Clean Air Act, CMAQ funds are ideal in addressing improvements to Central Oklahoma's air quality and offer unique flexibility in their application.

The goal of the Air Quality Small Grant Program is to improve regional air quality by reducing reliance on the single-occupancy vehicle trip. This program will accomplish that goal through two approaches:

1. Funding small active transportation infrastructure and transit improvement projects
2. Funding congestion relief efforts

## ELIGIBLE PROJECTS

First and foremost, applicants should ensure their project meets the minimum eligibility laid out in the following resources published by the Federal Highway Administration (FHWA):

- [Interim Program Guidance Under MAP-21](#)
- [Revised Interim Guidance on CMAQ Operating Assistance under MAP-21](#)
- [CMAQ Essentials](#)
- [CMAQ Fact Sheet – FAST Act](#)
- [Buy America](#)

All projects must satisfy the basic eligibility requirements under Titles 23 and 49 of the United States Code and complete National Environmental Policy Act (NEPA) requirements. Projects must follow a similar NEPA documentation process as with STBG-UZA and TAP projects.

Because ACOG is permitted to further limit project and program eligibility to reflect funding limitations and regional priorities, there are additional eligibility requirements beyond those provided through CMAQ.

Applications for any project are encouraged to be a minimum of \$20,000 but applications will be considered on a case by case basis. Additionally, no single entity can receive more than 56 percent of the total available funding for the Air Quality Small Grant Program until all entities' projects have been considered.\* The initial threshold of 56 percent may be exceeded if there are not sufficient projects ready for obligation by other entities. Additional components may be added to projects if excess funds are available. ACOG reserves the right to negotiate grant awards.

There are three categories eligible for funding through ACOG's Air Quality Small Grant Program: small infrastructure projects, transit improvements, and congestion relief efforts. While similar, each category has unique and specific requirements intended to address regional air quality. In evaluation and scoring, each category will be treated equally.

Applicants are not limited to types of projects listed. Innovation and customization to achieve the best results in reducing transportation emissions and meeting the needs of each community is encouraged. ACOG staff can work with prospective applicants to develop projects as needed.

\*56% of the FY 2022 Air Quality Small Grant Program is \$224,000.

## SMALL INFRASTRUCTURE PROJECTS

Infrastructure projects must be defined as low-cost additions or improvements. Infrastructure projects require inclusion of a maintenance plan to demonstrate applicant ownership and sustainable long-term care of funded projects.

Eligible small infrastructure projects include:

### Bicycle and Pedestrian Infrastructure

- |   |   |
|---|---|
| <ul style="list-style-type: none"> <li>• Bicycle racks</li> <li>• Bicycle shelters</li> <li>• Bicycle lockers</li> <li>• Bicycle public service/repair stations</li> <li>• Bicycle signage</li> <li>• Pedestrian signage</li> </ul> | <ul style="list-style-type: none"> <li>• Pedestrian lighting</li> <li>• Bicycle/pedestrian pavement markings</li> <li>• Sidewalks</li> <li>• Bicycle lanes</li> </ul> |
|---|---|

Note that federal guidance specifies that fundable bicycle and pedestrian facilities and infrastructure, including support facilities such as bicycle racks, must not be exclusively recreational but rather serve to reduce vehicle trips.

## TRANSIT IMPROVEMENTS

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• New transit facilities – lines, stations, stops, terminals, or transfer facilities – associated with new or enhanced public transit</li> <li>• Transit equipment – advanced signal and communications systems</li> </ul> | <ul style="list-style-type: none"> <li>• Operating assistance for new transit service or expanding existing transit service</li> </ul> |
|---|--|

To be considered eligible for funding, transit-related projects must demonstrate the ability to increase transit capacity and/or transit ridership and illustrate the potential to reduce congestion.

## CONGESTION REDUCTION AND TRAFFIC FLOW IMPROVEMENTS

Projects in this category should focus on easing regional congestion and/or decreasing single-occupancy vehicle (SOV) trips, therefore reducing transportation-related emissions and improving air quality. Equipment and infrastructure projects require inclusion of a maintenance plan to demonstrate applicant ownership and sustainable long-term care of funded projects.

Eligible projects include:

### Traffic Flow Improvements

- Traffic management and control services
- Traffic signalization projects, including synchronization
- Intelligent Transportation System (ITS) projects

### Travel Demand Management

- Traveler information services
- Traffic calming measures
- Transit management systems

Note that eligibility for funding is limited to projects that explicitly aim to reduce SOV trips and related emissions.

## INELIGIBLE PROJECTS AND PROGRAMS

Federal guidance provides some specification on ineligible projects and programs.

Although a broad scope of projects are eligible, the program's limited funds and administrative needs require additional ineligibility. The Air Quality Small Grant Program will not fund the following:

- Use of funds as salaries or stipends
- Use of funds to defray administrative costs
- Use of funds as a sub-grant program
- Use of funds to add new capacity for single occupancy vehicles
- Use of funds to model or monitor emissions or networks
- Use of funds for planning documents such as master plans, environmental analyses, and comprehensive plans
- Use of funds to subsidize transit fare
- Use of funds for routine maintenance and rehabilitation projects including road repavement and repair
- Use of funds to purchase conventional or alternative fuel and vehicles and/or fueling/charging infrastructure
- Use of funds for residential, commercial, or industrial energy efficiency
- Use of funds for the purchase of street furniture such as waste receptacles, benches, or tables

Prospective applicants are encouraged to contact Hannah Nolen at 405.234.2264 or [hnolen@acogok.org](mailto:hnolen@acogok.org), with questions regarding project eligibility.

## PROJECT REQUIREMENTS AND RECOMMENDATIONS

Projects shall be completed within two years after receiving a Notice to Proceed. During project execution, regular progress reports will be required. After the completion of the project, annual reports will be required for three years.

All funded projects will be required to use the current ACOG logo. This includes any and all collateral, digital assets, advertising, et cetera. Small infrastructure projects are required to address how the branding will be applied to infrastructure. This cost can be covered by the grant award but should be included as a line item within the proposed budget. Branding maintenance must be included in the maintenance plan. Logos and brand standards will be furnished by ACOG.

In addition, project sponsors are required to issue a press release upon completion of project. ACOG can provide an example press release or assist in writing a press release. Project sponsors shall also announce their partnership with ACOG and project completion on social media.

### Bicycle Infrastructure

ACOG recommends using the [NACTO Urban Bikeway Design Guide](#), AASHTO Guide for Development of Bicycle Facilities, and the [FHWA Bikeway Selection Guide](#) when selecting, designing, and constructing bicycle facilities in the region. For intersections, it is recommended local communities use the NACTO guide [Don't Give Up at the Intersections](#). These guides are based on the experience of the top cycling cities in the world. While these designs have proven effective in many cities around the world, it is important for local officials to tailor the treatment to fit the individual situation.

## Pedestrian Infrastructure

General design standards for sidewalks is difficult, given that their construction is based on amount and location of right-of-way, though it is important to ensure all sidewalks are adequate given their situation. Below are the standards as set by FHWA and adopted by ACOG.

[FHWA Designing Sidewalks and Trails for Access](#) guidelines sets sidewalk requirements by roadway classification and land use. The Federal Highway Administration (FHWA) also promotes Safe Transportation for Every Pedestrian (STEP). This program recommends several countermeasures to ensure pedestrians have safe facilities to travel. These improvements primarily focus on conflict points, such as marked and unmarked crossings.

View ACOG's [Facility and Design Guidance](#) for more recommendations.

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## APPLICANT ELIGIBILITY

Eligibility for the Air Quality Small Grant Program is limited. All applicants must be located within the Oklahoma City Area Regional Transportation Study (OCARTS) boundaries.

(Please see [Appendix I](#))

Eligible applicants within the OCARTS boundaries are:

- |   |  |
|---|--|
| <ul style="list-style-type: none"> <li>• Local governments (towns, cities, and counties)</li> <li>• Transit agencies</li> <li>• Tribal governments</li> </ul> | <ul style="list-style-type: none"> <li>• Public school districts, public schools, or public universities<br/>(with support from local municipality)</li> </ul> |
|---|--|

Although organizations such as neighborhood associations, non-profits, private schools, and private universities are not eligible as applicants, these organizations are encouraged to collaborate with their local governments on project applications.

Because funds are based on reimbursement and require a minimum 20 percent match of local funds, such collaborations can benefit all parties involved. In-kind match is not allowed. All applicants are encouraged to secure partnerships to demonstrate community buy-in and benefit.



## APPLICATION REQUIREMENTS

All applications must be completed in full, including the addition of any required paperwork, to be considered. Any materials submitted with an application will not be returned.

The following items are to be submitted with each project application:

- Project location map showing street names, project limits, and north arrow
- Signed letter(s) of support specific to the proposed Air Quality Small Grant project for all involved partner entities and organizations
- Preliminary cost estimate/project budget (must be no older than 6 months prior to the date of the resolution)
- Signed maintenance plan
- Detailed timeline and work plan
- Plan for gathering evaluation metrics
- Detailed plan on applying program branding to infrastructure (cost must be included in the overall proposed budget and branding maintenance must be included in maintenance plan)
- Adopted resolution (with original signatures or a certified copy. An agenda item for an upcoming public meeting will be accepted as long as final adopted resolution is provided before project selection)
- Scoring criteria worksheet

All applications **must** be submitted no later than 4pm CST on **Friday, November 19, 2021**.

Applications, including supplemental documents such as resolutions, letters of support, project budget and work plans, must be completed and submitted online through ACOG's eTRACKER website:

<https://etracker.acogok.org/secure/login>

Instructions for creating an eTRACKER account and completing the application can be found in the eTRACKER Guidebook:

[http://www.acogok.org/wp-content/uploads/2020/10/eTRACKER-Guidebook\\_October2020\\_Final.pdf](http://www.acogok.org/wp-content/uploads/2020/10/eTRACKER-Guidebook_October2020_Final.pdf)

DATE	ACTION
Friday, October 1, 2021	Application cycle opens
November 19, 2021	Applications due to ACOG by 4:00pm
January 2022	ACOG staff present project recommendations to committees. ACOG Board of Directors approves project selections.
February – March 2022 (estimated)	Contract execution and Notice to Proceed

If you have questions regarding the Air Quality Small Grant Program, please contact Hannah Nolen at [hnolen@acogok.org](mailto:hnolen@acogok.org)

## PROJECT SELECTION CRITERIA

A committee consisting of representatives from the Association of Central Oklahoma Governments, the Oklahoma Department of Transportation, the Oklahoma Department of Environmental Quality, and/or other partner non-profits will receive, evaluate, and score all project applications.

Committee members will review each application and score based on a 100-point system.

Category	Maximum Points
Pollutant reduction	10
Cost effectiveness	10
Transportation impact	15
Community involvement	5
Consistent planning	10
Community benefit	5
Vulnerable populations	10
Funding	15
Project readiness	10
Evaluation metrics	10
<b>Total Points Available</b>	<b>100</b>

### 1. POLLUTANT REDUCTION

Project must demonstrate the potential to reduce ozone-forming pollutants. Primary pollutants of concern include Nitrogen Oxides (NO<sub>x</sub>) and Volatile Organic Compounds (VOC). Please provide a detailed description of how the proposed project is expected to play a role in reducing ozone-forming pollutants.

**How will the project contribute to a reduction in ozone-forming emissions?**  
(10 points maximum)

## 2. COST EFFECTIVENESS

Cost effectiveness is a measure of the project's ability to reduce emissions per dollar invested. Funds can be used on a variety of project types. Certain project types are expected to be more cost effective and will therefore be more competitive.

How cost effective in terms of pollutant removal is the proposed project? (10 points maximum)	
Bicycle/pedestrian infrastructure, Intelligent Transportation System (ITS) projects, traffic management and control devices, new transit facilities	10 pts
Transit equipment, transit operating assistance, traveler information services, traffic signalization projects, transit management systems	7 pts
Traffic calming measures, eligible projects not currently addressed in the grant manual	5 pts

**Note:** If the project falls in two or more of the categories listed above, the points must be averaged together to get a final score.

## 3. TRANSPORTATION IMPACT

Will the project improve the transportation system?

- a. Projects that aim to reduce single-occupancy vehicle trips by encouraging travel by other modes – walking, bicycling, or public transit – will be most competitive.

Will the project promote multimodal options? (5 points)	
Project promotes multimodal options and aims to reduce single occupancy vehicle trips	5 pts
Project does not promote multimodal options	0 pts

- b. Enhanced connectivity improves the ability to get from place to place. For example, projects that extend a current bike path or projects that improve access to public transit will be more competitive.

**Will the project enhance connectivity by addressing a network limitation?**

*(5 points for bicycle/pedestrian/transit projects)*

Project addresses a gap in the existing bicycle, pedestrian, or transit facilities network by creating a new connection from one existing network to another	5 pts
Project contributes to the eventual desired network by connecting an existing segment to a proposed segment	4 pts
Project expands an existing network in a new direction where no segment is existing and none is currently proposed	3 pts
Project does not connect to an existing segment but connects two segments proposed in a published plan at any level	2 pts
Project connects a proposed segment in a new direction where none is existing and none is currently proposed	0 pts

- b. Projects should focus on easing regional congestion and/or decreasing single-occupancy vehicle (SOV) trips, therefore reducing transportation-related emissions and improving air quality. More points will be awarded if the project addresses a corridor that experiences moderate to severe a.m. or p.m. peak hour congestion.

**Will the project reduce congestion?** *(5 points for vehicular associated projects)*

Project will reduce congestion, reduce volume, and/or improve travel time in a congested corridor	5 pts
Project will reduce congestion, reduce volume, and/or improve travel time in general	3 pts
Project is not expected to reduce congestion	0 pts

- c. Projects that address an identified safety issue will be more competitive.

**Will the project improve vehicular, pedestrian, or bicycle safety?** *(5 points)*

Project improves safety	5 pts
Project does not improve safety	0 pts

## 4. COMMUNITY INVOLVEMENT

Community support and partnership strengthens the project application.

Does the project have the support of the community? (5 points maximum)	
Applicant included 3 or more letters of support from community partners in promotion of the project	5 pts
Applicant included 1 or 2 letters of support from community partners in promotion of the project	3 pts
No letters of support included	0 pts

## 5. CONSISTENT PLANNING

Projects that have been identified through a previous planning effort will be more competitive. The project should address an issue identified in one of the following types of plans:

Regional Plans (produced by ACOG):

- [Regional Active Transportation Plan](#)
- [Congestion Management Process \(CMP\)](#)

Local Plans:

- Comprehensive plans
- Bicycle/pedestrian plans
- ITS plans

**Note:** Projects must be included in or be consistent with ACOG's long-range transportation plan, [Encompass 2040](#), to receive funding.

Is the project consistent with regional and/or local comprehensive land use and transportation plans? (10 points maximum)	
Project is consistent with a published regional transportation plan	10 pts
Project is consistent with a published local transportation or trails plan	8 pts
Project is consistent with a published local comprehensive plan	5 pts
Project is consistent with unpublished general ideas of the community's future direction	3 pts
Not addressed	0 pts

## 6. COMMUNITY BENEFIT

Applicant must be able to demonstrate how the community will benefit from this project be it through increased safety, reduced congestion and travel time, and/or greater connectivity.

**Does the project plan include a clear demonstration of need and indicate how the community will benefit from the project? (5 points maximum)**

Applicant clearly demonstrates a need for the project and examines how the community will benefit	5 pts
Applicant briefly addresses in a limited capacity how the community will benefit	3 pts
Applicant does not address how the community will benefit from the project	0 pts

## 7. VULNERABLE POPULATIONS

Children and the elderly are particularly vulnerable to ozone pollution. Projects will be most competitive if they are located near large concentrations of these populations, such as schools. Minority and low-income status also influences susceptibility to the effects of ozone pollution.

To aid in identifying areas with potential air quality related vulnerable populations, ACOG's Air Quality Small Grant Program is utilizing EPA's EJSCREEN. EJSCREEN is a screening-level Environmental Justice (EJ) tool that combines demographic indicators with environmental factors, such as ozone, to create an EJ index. More information is available at: <https://www.epa.gov/ejscreen>.

Please use the EJ Index Ozone map, available at <http://arcg.is/1iOD19>, to answer the following question.

**Does the project address the air quality near populations particularly vulnerable to poor air quality? (10 points maximum)**

Project is located in an EJ Index Ozone area of the 80 <sup>th</sup> percentile or higher or the project is within ¼ mile of a school	10 pts
Project is located in an EJ Index Ozone area between the 50 <sup>th</sup> and 80 <sup>th</sup> percentile or the project is within ½ mile of a school	5 pts
Project is located in a 50 <sup>th</sup> percentile or lower EJ Index Ozone area and is not expected to impact vulnerable populations	0 pts

## 8. FUNDING

Funds are based on reimbursement and require a minimum 20 percent match of local funds. How well is the applicant financially prepared to secure local matching funds and implement the project?

- a. Project applications that can show a larger proportion of other sources of dedicated funding for the project will be the most competitive.

**The extent to which applicants show proof of commitment to provide funding above the minimum 20 percent matching requirement. (5 points)**

Local match is 30 percent or higher	5 pts
Local match is between 21 percent and 29 percent	3 pts
Local match is 20 percent	0 pts

- b. Project applications that include a detailed and realistic cost estimate will prove project readiness and be more competitive.

**Does the project plan include a detailed and realistic cost estimate? (5 points)**

Application includes a detailed, itemized cost estimate, showing a good faith effort to consider all elements of the project	5 pts
Application includes a summary estimate with no details	3 pts
Application does not include a cost estimate	0 pts

- c. Projects must include a maintenance plan that demonstrates applicant ownership and sustainable long-term care.

**Does the project include a clear plan for future maintenance costs? (5 points)**

Application includes details on existing maintenance standards and how the sponsor would fund future maintenance	5 pts
Application seems to discount level of maintenance necessary and/or failed to get letters of support from entity claimed to be responsible for future maintenance	3 pts
No maintenance plan is included	0 pts



## 9. PROJECT READINESS

All projects and programs have two years upon execution of a grant award contract to be completed in full. The applicant must include a detailed timeline and clear work plan for implementation of the project.

- a. Projects have two years upon execution of a grant award to be completed in full. A detailed and realistic timeline is essential to the success of the project.

### Is the project schedule detailed and realistic? (5 points)

Project schedule is detailed and realistic	5 pts
Project schedule is detailed but ambitious	3 pts
Project schedule lacks sufficient detail and underestimates how long infrastructure projects take	0 pts

- b. Project application must include a description of the tasks and activities to be completed as part of the project. This shows the readiness of the project and how the project will be implemented.

### Has the project been conceptually designed and includes a clear and adequate project description? (5 points)

Application includes clear and adequate project descriptions	5 pts
Application includes abbreviated and/or preliminary descriptions	3 pts
Application does not include project descriptions	0 pts

## 10. EVALUATION METRICS

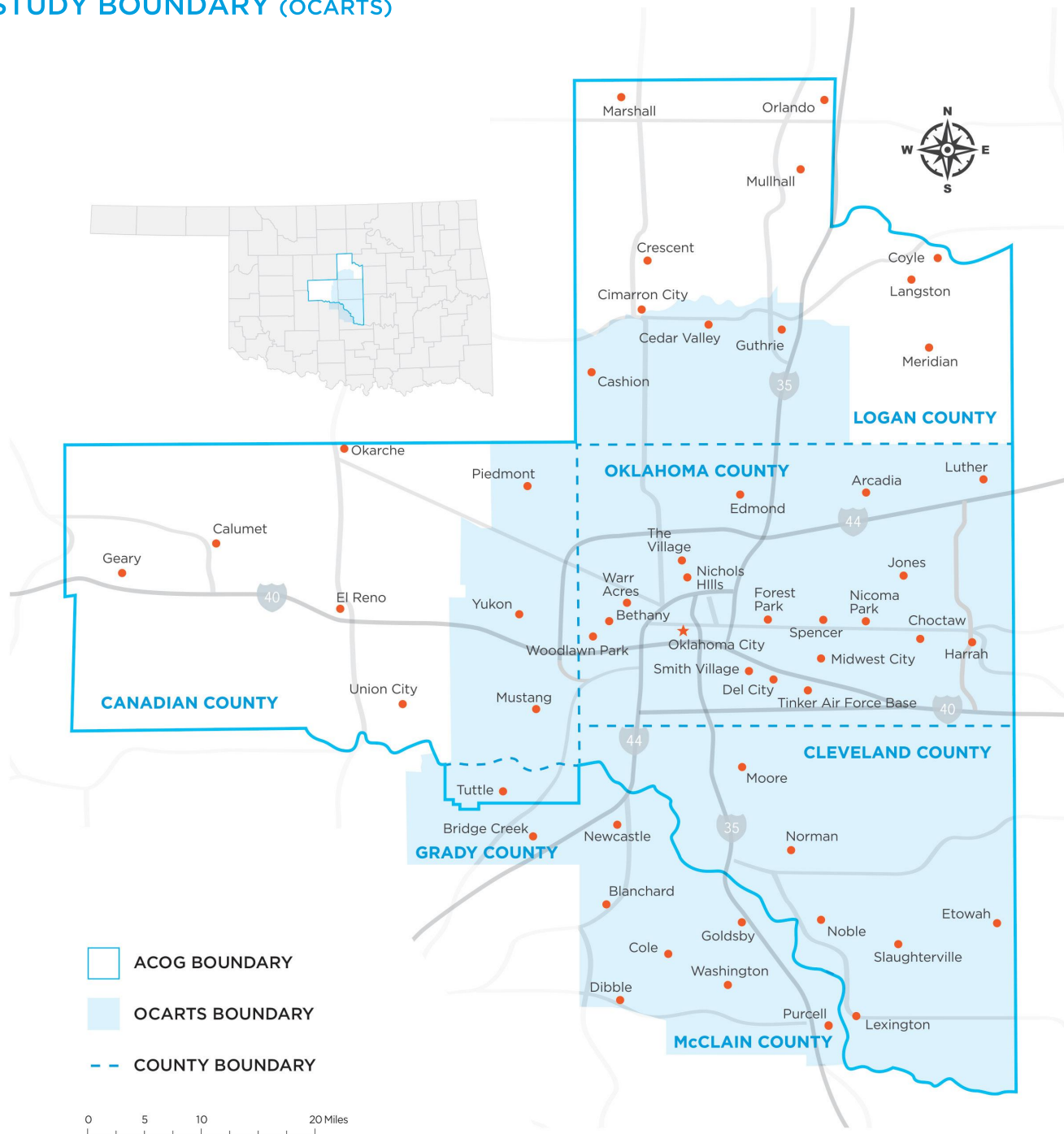
ACOG is required to collect data metrics to evaluate how successful the project was after implementation. The applicant is expected to gather data for evaluation such as daily usage figures and estimated vehicle trips removed.

### Does the applicant include a plan for gathering meaningful evaluation metrics for the project? (10 points maximum)

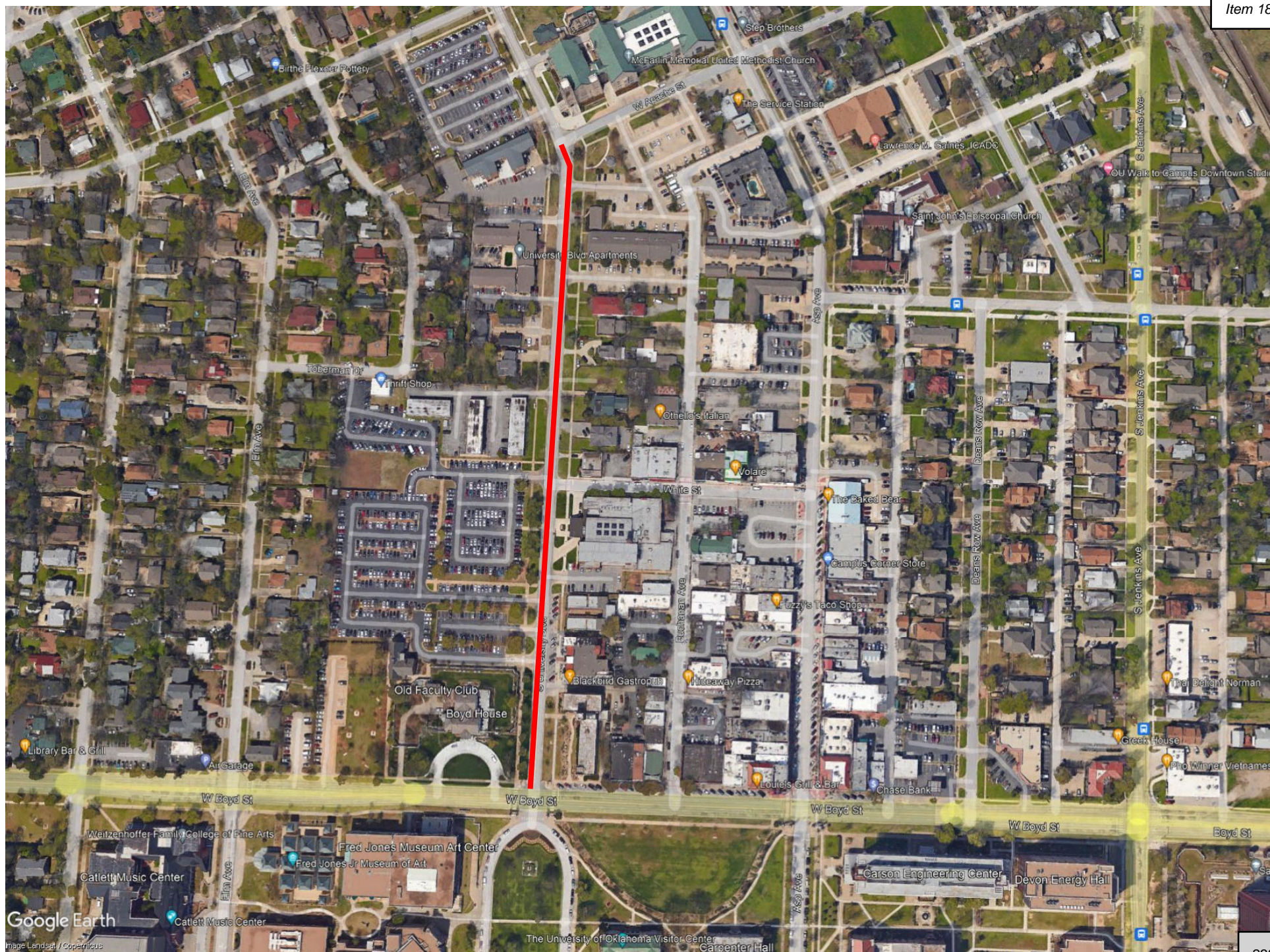
Applicant includes detailed plans for gathering evaluation metrics	10 pts
Applicant includes generalized plan for gathering evaluation metrics	5 pts
No plan for gathering evaluation metrics included	0 pts

## APPENDIX I

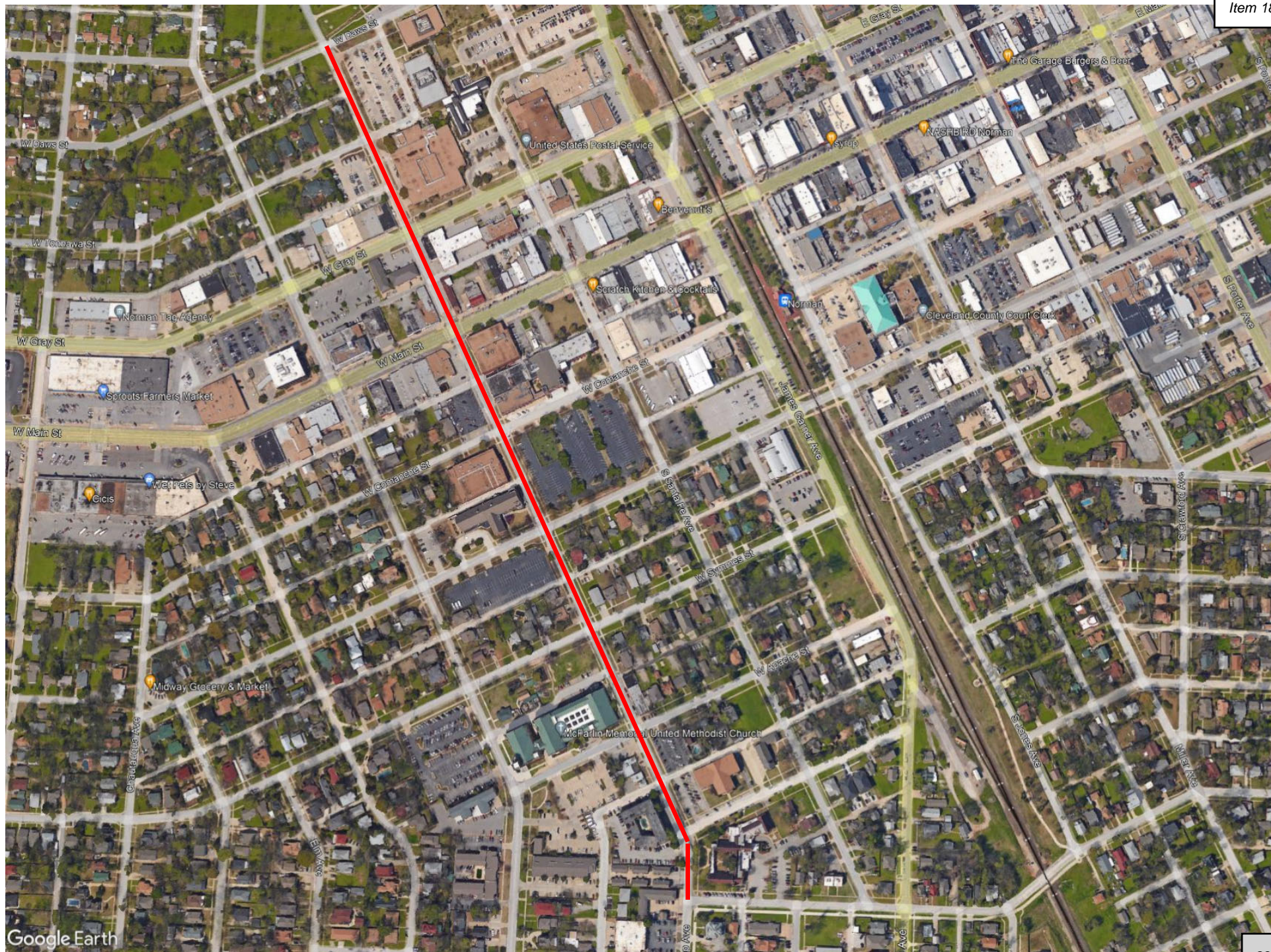
## OKLAHOMA CITY AREA REGIONAL TRANSPORTATION STUDY BOUNDARY (OCARTS)













## Webster Avenue Bike Lanes--Daws Street to Duffy Street

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
4 inch white thermoplastic stripe	5,400	L.F.	\$ 0.75	\$ 4,050.00
White thermoplastic bicycle lane symbols	16	Each	\$ 370.00	\$ 5,920.00
Bike lane sign installations	16	Each	\$ 102.50	\$ 1,640.00
Sub-Total				\$ 11,610.00

## University Boulevard Bike Lanes--Apache Street to Boyd Street

<u>Item</u>	<u>Quantity</u>	<u>Unit</u>	<u>Unit Price</u>	<u>Total Price</u>
4 inch white thermoplastic stripe	2,750	L.F.	\$ 0.75	\$ 2,062.50
White thermoplastic bicycle lane symbols	6	Each	\$ 370.00	\$ 2,220.00
Bike lane sign installations	6	Each	\$ 102.50	\$ 615.00
Miscellaneous (v-locs, etc.)	1	L.S.	\$ 400.00	\$ 400.00
Sub-Total				\$ 5,297.50

Total both Projects \$ 16,907.50

Prepared by Dennis Davis, City of Norman Traffic Control Supervisor, 10/26/21

**File Attachments for Item:**

19. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-101: A CONTRACT BY AND BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND THE CITY OF NORMAN, OKLAHOMA, FOR A REIMBURSEMENT IN AN AMOUNT NOT-TO-EXCEED \$20,000 FOR THE COLLECTION OF TRAFFIC DATA AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/2022

**REQUESTER:** Katherine Coffin

**PRESENTER:** David Riesland, Transportation Engineer

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-101: A CONTRACT BY AND BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS AND THE CITY OF NORMAN, OKLAHOMA, FOR A REIMBURSEMENT IN AN AMOUNT NOT-TO-EXCEED \$20,000 FOR THE COLLECTION OF TRAFFIC DATA AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

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### **BACKGROUND:**

The Association of Central Oklahoma Governments (ACOG) is responsible for the administration of the Unified Planning Works Program (UPWP) in the Oklahoma City Metropolitan Area. The program's purpose is to maintain a comprehensive, continuing, and cooperative planning process for the region. The Oklahoma Department of Transportation provides Federal Highway Administration funds for this planning process and the many tasks associated with it, which include activities such as travel time/delay studies, monitoring of intersection related accidents, traffic data collection, traffic signal monitoring, and congestion management.

### **DISCUSSION:**

During the last twenty-five years, our City has been able to participate in the program by collecting traffic data at a number of locations throughout the City. For Fiscal Year 2021-2022, ACOG has offered us reimbursement not to exceed \$20,000 in federal funds to cover the cost associated with this activity. These funds will be reimbursed to the City upon completion of the work.

The Traffic Control Division collects traffic data on a routine basis. The additional funds made available through ACOG have allowed us to expand our program and offset some of the local expenses associated with this work activity. In order to receive these funds, the City must enter into a contractual agreement with ACOG. Staff and ACOG officials developed Contract K-2122-101 for this specific purpose. The City Attorney has reviewed this document and found its content to be acceptable.



**RECOMMENDATION No. 1:**

Staff recommends approval of Contract K-2122-101 for the collection of traffic data.

**RECOMMENDATION No. 2:**

Staff recommends appropriation of \$20,000 from Special Grants Fund Balance (account number 22-29000) to Maintenance Supplies – Traffic Signal Parts (account number 22550223-43212). Reimbursement requests will be recorded into revenue account Other Revenue – ACOG Traffic Grant (account number 225-371312).

**CONTRACT****Between****ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS****and the****CITY OF NORMAN****1. PARTIES AND PURPOSE**

This CONTRACT made and entered into for Fiscal Year (FY) 2022, by and between the Association of Central Oklahoma Governments (ACOG) and the City of Norman (NORMAN) reaffirms the Metropolitan Transportation Planning process of the ACOG Metropolitan Planning Organization (MPO). The above cited parties to this CONTRACT will hereinafter be referred to individually as ACOG and NORMAN respectively or, individually or collectively as the PARTICIPANT and PARTICIPANTS. Frequent reference will be made in this CONTRACT to the Federal Highway Administration, United States Department of Transportation, hereinafter referred to as FHWA.

The intent of this CONTRACT is to provide NORMAN funding of the Metropolitan Transportation Planning activities within the ACOG MPO transportation management area (TMA) as identified in the FY 2022 Unified Planning Work Program (UPWP). The purpose of this CONTRACT is to maintain the comprehensive, continuing, and cooperative transportation planning process in order to provide the most desirable multi-modal transportation system that is compatible with community goals and at minimum expense.

**2. EFFECTIVE DATE**

The provisions of this CONTRACT shall become effective on the first day of July 2021, or on the day this Federal-aid project is authorized by FHWA, whichever comes later. This CONTRACT shall be effective until all funding provided under Section 5 have been expended but in no event shall the term of this CONTRACT be extended beyond June 30, 2022 for expenditure of FHWA Planning (PL) Funds without supplementation as provided by Section 15 (Travel) of this CONTRACT. This CONTRACT may be terminated earlier upon thirty (30) days written notice by either party as provided for in Section 16 (Amendments or Modification of Contract) of this CONTRACT.

**3. ORGANIZATION**

Policy direction, plan selection, and development of programs for plan implementation of the ACOG MPO Planning Process shall be vested in an ACOG MPO Policy Committee (ACOG MPO PC) whose membership and responsibilities are detailed in the Memorandum of Understanding signed July 6, 2021. The ACOG MPO PC will send transportation plans, policies, and implementation programs for review and endorsement.

#### 4. UNIFIED PLANNING WORK PROGRAM

The specific activities to be conducted and financed during the CONTRACT period are prescribed in the FY 2022 UPWP. The UPWP details the tasks, work responsibilities, costs, and funding sources of each activity to be undertaken within the TMA. The product of the UPWP will be a twenty-year comprehensive and multi-modal transportation plan for the ACOG MPO TMA. Approval of the UPWP by the PARTICIPANTS, the ACOG MPO PC, and FHWA will constitute acceptance of the UPWP as a part of this CONTRACT, subject to the financing provisions of Section 5 herein.

#### 5. FINANCING

ACOG presently has funds available, allocated through the FHWA and administered by ODOT, which may be used to facilitate Metropolitan Transportation Planning. Contingent upon the continued availability of such funds, ACOG agrees to participate in the planning effort to be conducted within the TMA boundary as detailed in the UPWP. The PARTICIPANTS agree that the financing of the ACOG MPO as set forth in this CONTRACT shall not exceed **\$20,000** of which **\$16,000** are FHWA's PL Funds and shall be on the basis of direct and indirect actual auditable cost as stated in 23 CFR Chapter 1, §420.113 and the provisions of the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 Code of Federal Regulations (CFR) 200 Subpart E.

**The financing provided by this CONTRACT is for eighty percent (80%) of total actual auditable costs. The remaining twenty percent (20%) of the costs are to be funded by NORMAN.**

CFDA Number: 20.205 (HIGHWAY PLANNING AND CONSTRUCTION)

#### 6. AUDIT

As part of this CONTRACT, NORMAN agrees to provide ACOG with a Single Audit performed in accordance with the "Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards," 2 CFR 200 Subpart F to ensure compliance with federal and state laws, regulations, and provisions of the CONTRACT. The Single Audit will be performed by an independent auditor in accordance with generally accepted government auditing standards covering financial audits. If federal or state exceptions are found, the PARTICIPANTS will resolve the outstanding issues as provided under Section 7.

#### 7. DISPUTES RELATED TO FINANCES

In the event of disagreement between the PARTICIPANTS relative to the eligibility of or NORMAN's financial participation in any work item or items contained in the UPWP, the details of such disagreement shall be forwarded to both the Executive Director of ACOG and the City Manager of NORMAN who jointly shall make the final determination.

#### 8. PAYMENT

Payments for services described in the UPWP and this CONTRACT for cooperative funding shall be disbursed by ACOG on the basis of documented monthly billings from NORMAN showing the total actual costs incurred in conformance with the UPWP. Such billings shall be submitted to ACOG along with a narrative progress report. The billings shall be submitted by the tenth (10th) day after the end of any month in which data for 10

or more traffic count locations (including midblock and intersection turning movement counts) have been collected, except for work completed during the month of June as noted below. The billings shall include a list of the traffic count locations, billable at the agreed upon rate of \$150/count. If fewer than 10 traffic counts are collected in any given month, the data shall accumulate to a total of 10 or more, and a billing shall be submitted in a later month, accordingly. The final billing, for work completed before or during June 2022, shall be submitted on or before **July 15, 2022**.

## **9. PROGRESS REPORTS**

NORMAN shall provide ACOG progress reports regarding the date, time, and location of the traffic counts. Such reports shall provide hourly and 24-hour counts at midblock locations, and 15-minute interval counts for turning movements at the intersections specified on the forms furnished by ACOG. NORMAN shall provide ACOG progress reports regarding the date, time, and location of the bicycle and pedestrian counts. The reports shall be submitted along with a billing by the tenth (10th) day after the end of a month for which the billing and report are prepared. The final progress report shall be submitted on or before **July 15, 2022**.

## **10. INSPECTION OF WORK**

ACOG shall be accorded proper facilities for review and inspection of the work hereunder and shall at all reasonable times have access to the premises, to all reports, books, records, correspondence, instructions, receipts, vouchers, memoranda and any other materials of every description which ACOG considers pertinent to the work hereunder. The PARTICIPANTS will fully inform each other in the event of any review and inspection of work specified hereunder by other than PARTICIPANTS. ACOG shall maintain the responsibility of review and concurrence in all techniques and methodology utilized in this study.

## **11. RECORDS**

NORMAN shall maintain accounting records and other evidence pertaining to the costs incurred under this CONTRACT. This data will be made available for inspection by ACOG, at all reasonable times at the respective offices during the contract period and for three years after the date of the final payment of Federal funds to ACOG with respect to the study. Copies of such records shall be furnished at cost to ACOG.

## **12. OWNERSHIP OF DATA**

The ownership of the data collected under this CONTRACT, together with reports, brochures, summaries, and all other materials of every description derived therefrom, shall be vested in the PARTICIPANT having the major funding responsibility for its development, subject to the applicable Federal and State laws and regulations.

## **13. INFORMATION AND REPORTS**

All information, reports, proposals, brochures, summaries, written conclusions, graphic presentations, and similar materials developed by NORMAN and/or its consultants and financed in whole or in part by ACOG, shall be submitted to ACOG for review and concurrence and shall have the approval of the appropriate study committee prior to its public release, presentation, dissemination, publication, or other distribution. The distribution of such information and reports, whether draft or final and including the UPWP, to any unit of the FHWA shall be made through ACOG only. NORMAN is a public

entity subject to the Oklahoma Open Records Act. To the extent that anything in this paragraph conflicts with the Open Records Act, it shall be void.

#### **14. PUBLICATION PROVISIONS**

NORMAN shall be free to copyright material developed under this CONTRACT with the provision that ACOG and FHWA reserve a royalty-free, nonexclusive, and irrevocable License to reproduce, publish or otherwise use, and to authorize others to use, the work for Government purposes. All reports published under this CONTRACT shall contain a credit reference to the FHWA; such as "prepared in cooperation with the U.S. Department of Transportation, Federal Highway Administration."

#### **15. TRAVEL**

There are no travel or training expenses eligible for reimbursement under this CONTRACT.

#### **16. AMENDMENTS OR MODIFICATION OF CONTRACT**

No changes, revisions, amendments or alterations in the manner, scope or type of work or compensation to be paid by ACOG shall be effective unless reduced to writing and executed by the PARTICIPANTS with the same formalities as are observed in the execution of this CONTRACT.

#### **17. TERMINATION OF CONTRACT**

This CONTRACT was entered into by the PARTICIPANTS because of their mutual accord that the comprehensive, continuing, and cooperative transportation planning process provided herein was necessary. Either PARTICIPANT may terminate its interest and its obligation under this CONTRACT by giving thirty (30) days notice in writing to the other PARTICIPANT, it being understood that such termination may be adverse to the interests of the other PARTICIPANT. In the event of such termination, NORMAN shall deliver at cost to ACOG all items mentioned in Sections 10 and 11 of this CONTRACT within thirty (30) calendar days following the effective termination date.

#### **18. GOVERNMENTWIDE NONPROCUREMENT SUSPENSION AND DEBARMENT**

In order to protect the public interest, the "Federal-aid Eligibility Certification" (Exhibit A) shall be signed by the City Clerk of NORMAN as to current history regarding suspension, debarment, ineligibility, voluntary exclusion, criminal convictions, or civil judgments involving fraud or official misconduct of himself/herself and any person associated in the administration and management of this federally funded project.

#### **19. USE OF CONSULTANTS**

Under the terms of this CONTRACT, NORMAN may engage qualified consultants to perform certain duties on their behalf. All contracts with other parties for services within the scope of the Transportation Planning Process shall be justified, in writing, by NORMAN and are subject to prior written approval by ACOG. Contracts for work to be done, must, as a minimum, meet the requirements of law relative to non-collusion and the provisions of 49 CFR Part 18. U.S. Department of Transportation regulations (49 CFR Part 29) require that ACOG shall insure that NORMAN insert in each subcontract the provisions required by "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion" (Exhibit B) and further shall require its inclusion in any covered transaction NORMAN may

make. All contracts and discussions between ACOG and consultants retained by NORMAN must be initiated through NORMAN.

## **20. RESPONSIBILITY FOR CLAIMS AND LIABILITY**

To the extent permitted by law, including the Oklahoma Constitution, NORMAN and/or its consultants shall hold harmless ACOG, ODOT, and FHWA from all suits, actions, or claims brought on account of any injuries or damages sustained by any person or property in consequence of any negligent acts or misconduct by NORMAN and/or its consultants or the negligent acts or misconduct of their subcontractors, agents, or employees arising from this CONTRACT or on account of any claims or amount recovered for an infringement of patent, trademark, or copyright, or from any claim or amounts arising or recovered under the Workers' Compensation Laws or any other laws. NORMAN and/or its consultants shall not be released from such responsibility until all claims have been settled and suitable evidence to the effect furnished ACOG.

## **21. COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964**

NORMAN and ACOG agree that all operations under the terms of this CONTRACT will be in compliance with the applicable requirements of Title 49, Code of Federal Regulations, Part 21, which was promulgated to effectuate Title VI of the Civil Rights Act of 1964. In furtherance of requirements of Title 49, the following clauses and the "Nondiscrimination of Employees" (Exhibit C) are made a part of this contract.

The term contractor or consultant shall mean NORMAN and/or its consultants.

- A. **Compliance with Regulations:** The contractor will comply with the Regulations of the US Department of Transportation relative to nondiscrimination in federally-assisted programs of the US Department of Transportation (Title 49, Code of Federal Regulations, Part 21, hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.
- B. **Nondiscrimination:** The contractor, with regard to the work performed by it after award and prior to completion of the contract work, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurement of materials and leases of equipment. The contractor will not participate either directly or indirectly in the discrimination prohibited by Section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Exhibit C of the Regulations.
- C. **Solicitations for Subcontracts, Including Procurement of Materials and Equipment:** In all solicitations, either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurement of materials or equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color or national origin.
- D. **Information and Reports:** The contractor will provide all information and reports required by the Regulations, or orders and instructions issued pursuant thereto, and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by ACOG or the FHWA to be pertinent to ascertain compliance with such Regulations, orders and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to ACOG or the FHWA as



appropriate, and shall set forth what efforts it has made to obtain the information.

- E. Sanctions for Noncompliance: In the event of the contractor's noncompliance with the non-discrimination provisions of this contract, ACOG shall impose such contract sanctions as it or the FHWA may determine to be appropriate including, but not limited to:
- 1) withholding of payments to the contractor under the contract until the contractor complies, and/or
  - 2) cancellation, termination, or suspension of the contract, in whole or in part.
- F. Incorporation of Provisions: The contractor will include the provisions of paragraph (A) through (F) in every subcontract, including procurement of the Regulations, order, or instructions issued pursuant thereto. The contractor will take such action with respect to any subcontract or procurement as ACOG or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the State to enter into such litigation to protect the interests of the State, and, in addition, the contractor may request the United States Attorney to enter into such litigation to protect the interests of the United States.

## **22. COMPLIANCE WITH MINORITY BUSINESS ENTERPRISE ACT**

NORMAN and ACOG agree to adhere to the requirements that are specified in Sec. 23. 43, (General Requirements for Recipients) of 49 CFR 23 "Participation by Minority Business Enterprise in Department of Transportation Programs." A copy of the "Disadvantaged Business/Women's Business Enterprises" (Exhibit D) is attached hereto and becomes part of this CONTRACT.

## **23. COMPLIANCE WITH CERTIFICATION REGARDING LOBBYING**

NORMAN agrees to adhere to Section 1352, Title 31, U.S. Code which in part prohibits the use of Federal appropriated funds by the PARTICIPANT(S) for influencing the making or modification of any Federal contract, grant, loan, or cooperative agreement. A signed copy of the "Certification for Federal-Aid Contracts" (Exhibit E) regarding lobbying is attached hereto and becomes part of this CONTRACT.

## **24. COVENANTS AGAINST CONTINGENT FEES**

NORMAN warrants that it has not employed or retained any company or person specifically to solicit or secure this CONTRACT, and that it has not paid or agreed to pay any fee, commission, percentage, brokerage fee, gifts, or any other consideration, contingent upon or resulting from the award or making of this CONTRACT. For breach or violation of this warranty ACOG shall have the right to annul this CONTRACT without liability, or at its discretion, to deduct from the CONTRACT price or consideration, or otherwise recover, the full amount of such fee, commission, percentage brokerage fee, gift, or contingent fee.

## **25. PRIOR UNDERSTANDING**

This CONTRACT incorporates and reduces to writing all prior understanding, promises, agreements, commitments, covenants or conditions, and constitutes the full and complete understanding and contractual relationship of the PARTICIPANTS.

## 26. GOVERNING LAWS AND REGULATIONS

NORMAN and its subcontractors shall comply with all Federal, State and local laws, statutes, ordinances, rules and regulations, and the orders and decrees of any court or administrative bodies or tribunals in any nature affecting the performance of this CONTRACT including workman's compensation laws, minimum and maximum salary and wage statutes and regulations. When required, NORMAN shall furnish ACOG with satisfactory proof of its compliance therewith.

This CONTRACT shall be governed and construed in accordance with the laws of the State of Oklahoma and the applicable rules, regulation, policies, and procedures of the Oklahoma Transportation Commission.

## 27. HEADINGS

Article headings used in this CONTRACT are inserted for convenience of reference only and shall not be deemed a part of this CONTRACT for any purpose.

## 28. BINDING EFFECT

This CONTRACT shall be binding upon and inure to the benefit of ACOG and NORMAN and shall be binding upon their successors and subject to the limitation of Oklahoma Law.

## 29. NOTICES

All demands, requests, or other communications which may be or are required to be given, served or sent by either party to the other pursuant to the CONTRACT shall be in writing and shall be deemed to have been properly given or sent:

- A. if intended for ACOG, by electronic transmission to [bgarner@acogok.org](mailto:bgarner@acogok.org), or by mail, addressed to ACOG at:

Association of Central Oklahoma Governments  
4205 N. Lincoln Blvd.  
Oklahoma City, OK 73105

- B. if intended for NORMAN, by electronic transmission to [david.riesland@normanok.gov](mailto:david.riesland@normanok.gov), or by mail addressed to NORMAN at:

The City of Norman  
Attention: Transportation Engineer  
201 West Gray St., Bldg. A  
PO Box 370  
Norman, OK 73070

## 30. SEVERABILITY

If any provision, clause or paragraph of this contract or any document incorporated by reference shall be determined invalid by a court of competent jurisdiction, such determination shall not affect the other provisions, clauses or paragraphs of this contract which is not affected by the determination. The provisions, clauses or paragraphs and any documents incorporated by reference are declared severable and the invalidation of any such provision, clause, paragraph, or document incorporated by reference shall not affect the remaining provisions, clauses, paragraphs and documents incorporated by reference which shall continue to be binding and of full legal efficacy.

## EXECUTION OF CONTRACT

IN WITNESS WHEREOF, ACOG AND THE CITY OF NORMAN HAVE EXECUTED THIS CONTRACT.

ATTEST:

ASSOCIATION OF CENTRAL  
OKLAHOMA GOVERNMENTS

\_\_\_\_\_  
Secretary

\_\_\_\_\_  
Chairperson, Board of Directors

\_\_\_\_\_  
Date

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Pete White, General Counsel

ATTEST:

THE CITY OF NORMAN

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

\_\_\_\_\_  
Mayor

\_\_\_\_\_  
Date

Approved as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Legal Counsel, City of Norman

## EXHIBIT A

### FEDERAL-AID ELIGIBILITY CERTIFICATION

The undersigned hereby certifies to the best of his or her knowledge and belief:

1. That he or she is the fully authorized agent of the Prospective Participant in this project which involves, federal funding and has full knowledge and authority to make this certification.
2. That, neither the Prospective Participant nor any person associated therewith in the capacity of director, officer, manager, auditor, or accountant, nor any person in a position involving the administration of federal funds:
  - a. Is currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any federal agency; and
  - b. Has been suspended, debarred, voluntarily excluded or determined ineligible by any federal agency within the past three (3) years; and
  - c. Has a proposed debarment pending; and
  - d. Has been indicted, convicted, or had a civil judgment rendered against any of the aforementioned by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past three years, except:

If none, so state by entering the word "none": \_\_\_\_\_

\_\_\_\_\_  
Date

\_\_\_\_\_  
City Clerk, City of Norman

## EXHIBIT B (page 1 of 2)

### ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS

This certification applies to subcontractors, material suppliers, vendors, and other lower tier participants.

- Appendix B of 49 CFR Part 29 -

Appendix B -- Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions

#### Instructions for Certification

1. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
3. The prospect lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to which this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the department or agency with which this transaction originated.
6. The prospective lower tier participant further agrees by submitting this proposal that it will include this clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.



**EXHIBIT B** (page 2 of 2)**ADDENDUM TO FORM FHWA-1273, REQUIRED CONTRACT PROVISIONS**

7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the Nonprocurement List.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.

**Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion -- Lower Tier Covered Transactions**

1. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
2. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

## EXHIBIT C (page 1 of 2)

### NONDISCRIMINATION OF EMPLOYEES

During the performance of this contract, NORMAN, for itself, its assignees, and successors in interest hereby covenants and agrees as follows:

1. NORMAN and its subcontractors shall provide equal employment opportunities for all qualified persons within the limitations hereinafter set forth, and shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, age, or handicap.
2. That any subcontract entered into by NORMAN for performance of any portion of the work covered under this Contract shall incorporate all of the provisions of this Special Provision, "Nondiscrimination of Employees," and the same shall be appended to said subcontract and incorporated therein by reference.
3. NORMAN shall refrain from "discriminatory practices," as hereinafter defined. It is a discriminatory practice for NORMAN to:
  - a. Fail or refuse to hire, to discharge or otherwise to discriminate against an individual with respect to compensation or the terms, conditions, privileges or responsibilities or employment, because of race, color, religion, sex, national origin, age, or handicap
  - b. Limit, segregate, or classify an employee in a way which would deprive or tend to deprive an individual of employment opportunities or otherwise adversely affect the status of an employee, because of race, color, religion, sex, national origin, age, or handicap
  - c. Discriminate against an individual because of race, color, religion, sex, national origin, age or handicap, in admission to, or employment in, any program established to provide apprenticeship, on-the-job training or retraining
  - d. Publish or cause to be printed or published any notice or advertisement relating to employment by NORMAN indicating a preference, limitation, specification, or discrimination, based on race, color, religion, sex, national origin, age or handicap, except where such preference, limitation, specification or discrimination based on religion, sex or national origin is a bona fide occupational qualification for employment
  - e. Retaliate or discriminate against a person because said person has opposed a discriminatory practice, or because said person has made a charge, filed a complaint, testified, assisted, or participated in an investigation, proceeding, or hearing under Chapter 21, Title 25, Oklahoma Statutes, 1991
  - f. Aid, abet, incite, or coerce a person to engage in a discriminatory practice
  - g. Willfully interfere with the performance of a duty or the exercise of a power by the Oklahoma Human Rights Commission or one of its members or representatives

## EXHIBIT C (page 2 of 2)

### NONDISCRIMINATION OF EMPLOYEES

- h. Willfully obstruct or prevent a person from complying with the provisions of Chapter 21, Title 25, Oklahoma Statutes, 1991
  - i. Attempt to commit, directly or indirectly, a discriminatory practice, as defined herein and as defined in Chapter 21, Title 25, Oklahoma Statutes, 1991
- 4. NORMAN further agrees to refrain from discrimination by reason of race, color, religion, sex, national origin, age, or handicap, against any persons, firm or corporation furnishing independent contract labor or materials to NORMAN in the performance of this Contract.
- 5. **Sanctions for Noncompliance** - In the event NORMAN violates or refuses to abide by any of the provisions herein set forth, ACOG reserves the right and option to:
  - a. Withhold payments to NORMAN until NORMAN furnishes satisfactory evidence of compliance and correction of all violations
  - b. Cancel, terminate, or suspend the Contract, in whole or in part, without further liability to ACOG other than payment for work performed up to the effective date of cancellation or termination of the contract.
  - c. Report all violations, which are not corrected by NORMAN within such time as is specified by ACOG in its notice of violation, to the Oklahoma Human Rights Commission for such further proceedings as said Commission deems reasonable and necessary.
- 6. Immediately upon notification of Contract award, NORMAN shall submit to ACOG's Internal Equal Employment Officer a list by number, percentage, and position, including the identifying minority group employees who will be actively engaged in the Contract performance.
- 7. NORMAN hereby agrees to be bound by and subject itself to the provisions of Title 29, Code of Federal Regulations, Parts 1601-1605, inclusive, insofar as the same have been adopted by the Oklahoma Human Rights Commission for governing procedural matters concerning the administrative operations, functions, duties, and responsibilities of said Commission.
- 8. NORMAN further agrees to be bound by and be subject to any and all laws, statutes, or regulations of administrative agencies of the State of Oklahoma, pertaining to employment practices in contracts being funded either in whole or in part with funds of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma, and to the requirements of any and all laws, statutes or regulations of administrative agencies of the State of Oklahoma pertaining to equal employment opportunity and nondiscrimination requirements in such contracts and public projects being so funded.

**EXHIBIT D** (page 1 of 2)**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
DISADVANTAGED BUSINESS/WOMEN'S BUSINESS ENTERPRISES  
POLICY STATEMENT**

It is the policy of the Oklahoma Department of Transportation to ensure that Disadvantaged Business/Women's Enterprises (DBE/WBE) as defined in 49 CFR Part 23 shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds under this CONTRACT. Consequently, the DBE/WBE (formerly MBE) requirements of 49 CFR Part 23 apply to this CONTRACT.

The Oklahoma Department of Transportation or its Consultants which are recipients of Federal-aid funds agree to ensure that disadvantaged business/women's enterprises as defined in 49 CFR Part 23 have the maximum opportunity to participate in the performance of contracts and subcontracts financed in whole or in part with federal funds provided under this CONTRACT. In this regard, the Oklahoma Department of Transportation, ACOG, NORMAN, and Consultants shall take all necessary and reasonable steps in accordance with 40 CFR Part 23 to ensure that disadvantaged business/women's business enterprises have the maximum opportunity to compete for and perform contracts. The Oklahoma Department of Transportation, ACOG, NORMAN, and Consultants shall not discriminate on the basis of race, color, national origin, religion, or sex in the award and performance of Oklahoma Department of Transportation assisted contracts.

Failure to carry out the requirements set forth above shall constitute a breach of contract and, after the notification of the Oklahoma Department of Transportation, may result in termination of the contract by the recipient or other such remedy as the recipient deems appropriate.

**EXHIBIT D** (page 2 of 2)**OKLAHOMA DEPARTMENT OF TRANSPORTATION  
CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S  
BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS**

1. It is national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, and services. Affirmative steps shall include the following:
  - a. Including qualified small and minority business on solicitation lists.
  - b. Assuring that small and minority businesses are solicited whenever they are potential sources.
  - c. When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
  - d. Where the requirement permits, establishing delivery schedules which will encourage participation by small and minority business.
  - e. Using the services and assistance of the Small Business Administration, the Office of Minority Business Enterprise of the Department of Commerce and the Community Services Administration as required.
  - f. If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in (a) through (e) above.
2. Grantees shall take similar appropriate affirmative action in support of women's business enterprises.
3. Grantees are encouraged to procure goods and services from labor surplus areas.
4. Grantor agencies may impose additional regulations and requirements in the foregoing areas only to the extent specifically mandated by statute or presidential direction.

## EXHIBIT E

### CERTIFICATION FOR FEDERAL-AID CONTRACTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit standard Form-LLL, "Disclosure Forms to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards in excess of \$100,000, at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by Section 1352, Title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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Date

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City Clerk, City of Norman



**File Attachments for Item:**

**20. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY IN THE AMOUNT OF \$150,000 TO BE USED FOR THE MIDWAY DRIVE STORMWATER PROJECT SCOPING, CONTRACT K-2122-102, AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.**



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 3/08/2022

**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 HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY IN THE AMOUNT OF \$150,000 TO BE USED FOR THE MIDWAY DRIVE STORMWATER PROJECT SCOPING, CONTRACT K-2122-102, AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.

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### BACKGROUND:

Several houses along Midway Drive have experienced repeated instances of flooding during rain events. Consequently, this area has been identified as a repetitive loss area. In November of 2020, with approval from the City Manager, the City applied for a Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) grant through the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS). These grants are designed for pre-disaster mitigation and are competitively awarded. In February 2022, ODEMHS notified the City of the approval to award funds for the FEMA BRIC Grant for the City of Norman Midway Drive Project Scoping.

### DISCUSSION:

Federal funding for this project is a \$112,500 (75%) reimbursement with a local match requirement of \$37,500 (25%) as part of the FEMA BRIC Grant. This grant is to conduct a comprehensive hydraulic and hydrologic study of the drainage basin around Midway Drive to identify the source of the stormwater causing the flooding and provide design alternatives for the infrastructure necessary to address the repetitive flooding losses occurring in this area due to localized flooding. Alternatives may include property acquisition or infrastructure enhancements/additions. The project will also involve the preparation of preliminary and final construction plans, specifications, and bid documents in accordance with the requirements of the City for the selected infrastructure improvements. This project, once completed (and recommended construction or acquisition is completed), will mitigate a repetitive loss area.

If approved, the City would create a Request For Proposals (RFP) by mid-April. The selection process for the award recipient of the RFP would be completed by the end of July, at which

point, a contract proposal would be brought before Council for approval. Following Council approval of the contract, the project would have an estimated completion time of 3-5 months.

In addition to accepting the above award, a Hazard Mitigation Assistance Grant State and Local Agreement (SLA) in the form of Contract K-2122-102 needs to be approved, obligating the City to comply with the outlined rules for grant administration and federal regulations with regards to purchasing and expending federal funds. The City's obligations under this agreement are to submit Quarterly Project Reports (QPRs) until this project is closed out as well as completing any final reports and requests for reimbursement. Additionally, the City is required to follow current federal procurement standards. The City's existing purchasing rules meet or exceed the standards outlined within the SLA.

**RECOMMENDATION 1:**

Staff recommends acceptance of the FEMA EMT-2020-BR-014-0004 BRIC award grant through the ODEMHS in the amount of \$150,000.

**RECOMMENDATION 2:**

Staff further recommends approval of Contract K-2122-102 between the City of Norman and the ODEMHS.

**RECOMMENDATION 3:**

Staff requests approval for a budget appropriation in the amount of \$112,500 from the Special Grants Fund Balance (Account 22-29000), to Midway Drive Stormwater Drainage, Design (Account 22592214-46201; Project DR022) for the federal share of the grant. Staff further requests approval of budget appropriation in the amount of \$37,500 from Capital Fund Balance (Account 50-29000), to Midway Drive Stormwater Drainage, Design (Account 50592214-46201; Project DR022) for the local match portion of the grant. All reimbursed funds will be placed in the Special Revenue Fund, Revenue Account (225-333322).



# **HAZARD MITIGATION ASSISTANCE GRANT STATE AND LOCAL AGREEMENT**

**Between**

**STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT and  
HOMELAND SECURITY**

**And**

**CITY OF NORMAN, OKLAHOMA**  
**(Local Applicant)**

This agreement between the State of Oklahoma, Governor's Authorized Representative (GAR), Mark Gower, Director, Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), and City of Stillwater shall apply to all Hazard Mitigation Assistance funds. These funds are provided through or by the State of Oklahoma pursuant in the amount specified on the obligating document, to support the Building Resilient Infrastructure and Communities Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended.

## EXECUTION OF THE AGREEMENT

### SIGNATURE AUTHORITY

1. Because your request for Hazard Mitigation Assistance (HMA) Grant funding has been approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), hereafter referred to as the Grantee/Recipient. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub grantee/Sub recipient must be attached to the Agreement for review by ODEMHS.
  - a. **Corporation:** the Chair of the Board of Directors or President;
  - b. **City:** the Mayor, City Manager, or Town Administrator
  - c. **County:** the Chairman of the Board of County Commissioners
  - d. **School Board:** the Superintendent
  - e. **Fire District:** the District Chief
  - f. **Special Districts:** the Executive Director
  - g. **Institution of Higher Education:** the President of the institution
  - h. **Charter School:** the Chair of the Board of Directors
  - i. **County Sheriff's Office:** the Sheriff
  - j. **State Agencies:** the Director or Deputy Director of the agency
  - k. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity.

### The Sub-recipient certifies and acknowledges that:

1. The State of Oklahoma has legal authority to apply for Hazard Mitigation Assistance funding on behalf of the Sub-recipient.
2. The Sub-recipient must use hazard mitigation assistance funds solely for the purposes as stated in the approved project award, provided scope of work, schedule, costs and overall project goals approved by the Federal Emergency Management Agency (FEMA) and the State.

3. The Sub-recipient is aware of and will be responsible for the cost-sharing requirements of federal and state hazard mitigation assistance, specifically, federal assistance is limited to no more than 75% of eligible expenditures, and the Sub-recipient will provide, from the Sub-recipient's funds, the remaining 25% of eligible costs.
4. Hazard Mitigation Assistance includes but is not limited to the following: Building Resilient Infrastructure and Communities, Pre-Disaster Mitigation, Flood Mitigation Assistance, and the Hazard Mitigation Grant Programs. Additional hazard mitigation grant programs may be available later for assistance requests and may be covered by this agreement.
5. The Sub-recipient will return to the State, within 15 days of such request by the Governors Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Sub-recipient.
6. The Sub-recipient must establish and maintain a proper accounting system to record expenditures of hazard mitigation assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.
7. The Sub-recipient is aware all hazard mitigation assistance funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by ODEMHS and FEMA grant guidelines.
8. The Sub-recipient will accurately document the events and expenses incurred in the execution of the hazard mitigation assistance project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and be maintained by the Sub-recipient as the permanent record of the project. This process must include all backup and corresponding documentation and be filed with the project. The sub-recipient must provide a copy of the documentation to the State and FEMA for review, reconciliation, claims payment, and archiving upon request.
9. The Sub-recipient's records and supporting documentation relating to claims will be kept for three (3) years after closeout of the award.
10. All records and supporting documentation shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management and Homeland Security(ODEMHS), Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG) or other appropriate State agencies or their vendors, as designated by ODEMHS, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this agreement.

11. The Sub-recipient will provide ODEMHS with quarterly project status reports within 10 calendar days following the end of the last day of each quarter.
12. If the Sub-recipient expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Sub-recipient shall accomplish a Single Audit requirement and submit a copy of that audit to ODEMHS in accordance with 2 CFR §§ 200.
13. The Sub-recipient will comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations
14. The Sub-recipient will comply with all applicable provisions of Federal, State, and Local laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§200.318 General procurement standards through 200.326 Contract provisions. Current provisions of 2 CFR §§ 200. 318-326 including Appendix II are herein attached as Appendix A.
15. The Sub-recipient affirms they have not received duplicate benefits from another federal source for the indicated project related to the hazard mitigation assistance request unless exempted by law. If the Sub-recipient receives duplicate benefits from another source for projects related to this application, the Sub-recipient agrees to refund the benefits provided by the State.
16. The Sub-recipient will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
17. The Sub-recipient will comply, as applicable, with Federal, State, and Local statutes and regulations pertaining to discrimination and equal opportunity.
18. The Sub-recipient will comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
19. The Sub-recipient will comply with requirements of the Federal, State, and Local adopted regulations regarding the National Flood Insurance Program and its provisions.
20. The Sub-recipient will not enter any cost-plus percentage of costs or contingency contract for completion of eligible work through the hazard mitigation assistance program.
21. The Sub-recipient will not enter contracts, grants, loans, or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
22. The Sub-recipient must not enter any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities must be verified by the sub-recipient through SAM.GOV.



23. The Sub-recipient will comply with all applicable Federal, State, and Local codes and standards as it pertains to the hazard mitigation project.
24. As a condition for receipt of State or Federal funds, the Sub-recipient certifies that upon project completion, it will have legal responsibility for the maintenance, upkeep, and implementation of hazard mitigation activities for which it is applying for disaster assistance.
25. The Sub-recipient certifies that it has all necessary lands, easements, rights-of-way, and accesses necessary to complete the Hazard Mitigation Assistance projects for which it has and/or will apply. The Sub-recipient agrees and understands that neither the State nor FEMA will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.
26. The Sub-recipient agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.
27. All required documentation in support of the project costs for the closeout will be **submitted within 30 days** following completion of work on the project.
28. The Sub-recipient understands and will abide by the indicated period of performance as detailed in the FEMA and State Award documents. Period of performance schedule extensions will be granted solely for conditions beyond the Sub-recipient's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the ODEMHS and FEMA and must be requested by the sub-recipient in writing.
29. **By signing this agreement, the Subrecipient further acknowledges that the effective date of this agreement shall be as of the date of the Federal Award, dated February 2<sup>nd</sup>, 2022, and the established Period of Performance begins February 2<sup>nd</sup>, 2022, and ends on February 2<sup>nd</sup>, 2025. unless extended upon approval by ODEMHS and FEMA.**

**I acknowledge by my signature, as a Elected Official or Jurisdiction Representative of the sub-recipient, should any part of this agreement not be in compliance with any or all regulations, funding for this project and future projects maybe denied by ODEMHS.**

Signed: \_\_\_\_\_  
(Elected Official or Jurisdiction Representative authorized to enter into governmental agreements)

Printed Name: \_\_\_\_\_

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_

Signed or attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name(s) of person(s)).

\_\_\_\_\_  
NOTARY PUBLIC or SEAL OF THE JURISDICTION

Title (and Rank):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
My Commission Expires:

\*\*\*\*\*

**APPROVED** on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.

Signed: \_\_\_\_\_  
**MARK GOWER, DIRECTOR ODEMHS**  
**GOVERNOR'S AUTHORIZED REPRESENTATIVE**

MARK GOWER  
State Director



J. KEVIN STITT  
Governor

STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT  
AND HOMELAND SECURITY

February 14, 2022

Honorable Breea Clark  
City of Norman  
P.O. Box 370  
Norman OK 73070

Attn: Jason Murphy, City of Norman Stormwater Program Manager

Reference: FEMA EMT-2020-BR-014-0004 BRIC Award, City of Norman Midway Drive Project Scoping Approval

Dear Honorable Mayor Clark,

Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) is pleased to announce the approval by FEMA Region VI of funds for the above-referenced project. Federal funding for this project in the amount of \$112,500.00, with a Local match requirement of \$37,500.00 as part of the FEMA Building Resilient Infrastructure and Communities Grant (BRIC).

In accordance with the FEMA BRIC Award, the period of performance for this project expires on February 02, 2025. Within this period, the City of Norman is expected to complete and close out the project with ODEMHS and FEMA Region VI, in accordance with the approved project scope of work and State and Federal grant requirements.

Also, please read the enclosed ODEMHS *State and Local Agreement*, which is required to be signed by the Chief Elected Official or community official authorized to apply for and receive Federal Grants. Please submit a signed copy to this agreement to our office or via email as soon as possible and no later than February 28, 2022. Requests for reimbursements will not be processed by ODEMHS before signing and returning the above referenced agreement.

**MARK GOWER**  
State Director



**J. KEVIN STITT**  
Governor

STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT  
AND HOMELAND SECURITY

As part of the sub-recipient administration of the project, the City of Norman is required to submit Quarterly Project Reports (QPRs) via [ok.emgrants.com](http://ok.emgrants.com) until this project is closed out, and according to the following schedule:

FEMA – OEMHS Quarterly Progress Reports		
	Project Progress Reported:	Report Due Date:
1st Quarter:	October, November, December	Jan 10
2nd Quarter:	January, February, March	April 10
3rd Quarter:	April, May, June	Jul 10
4th Quarter:	July, August, September	October 10
Include details about work that has been completed, any significant events, delays, or anticipated problems during the reported period.		

As a recipient of a Federal Disaster Assistance Grant, the City of Norman is also required to follow current procurement standards under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Rules”), which are codified at 2 C.F.R. §§ 200 and supersede the procurement regulations formerly in effect. This includes specific provisions as indicated for Non-Federal Entities. The detailed records of procurement standards, proposals and project selection criteria used on the procurement of goods and services by the City of Norman is required to be maintained on file with the City of Norman for Federal, State, and Local monitoring and audit purposes and uploaded to the project in [ok.emgrants.com](http://ok.emgrants.com).

- You may request one or more requests for reimbursements for eligible project costs prior to project completion. Please limit your requests to once a quarter or approximately 20% of the project, except in the most unusual circumstances
- Electronic submittal of Request for Reimbursement (RfR) must be completed via [ok.emgrants.com](http://ok.emgrants.com).
- RfR Requests must include appropriate invoices and proof of payments to substantiate the amount of the request and coincide with Cost Estimate Line Items in the application. Provide all applicable documentation relating to the expenditure of the 75% federal share of funds and the 25% local share of funds available for review.

**MARK GOWER**  
State Director



**J. KEVIN STITT**  
Governor

STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT  
AND HOMELAND SECURITY

- d) If requesting Local In Kind match, request need to conform to the follow for consideration; [Hazard Mitigation Assistance Cost Share Guide \(fema.gov\)](https://www.fema.gov/hazard-mitigation-assistance-cost-share-guide), and is required to be submitted as part of a reimbursement request.
- e) Only 75% of the federal share will be disbursed with the remaining 25% held until project is completed and closeout is requested by the City of Norman that all project conditions have been met.
- f) Upon completion of this project, please submit a letter stating that the work is completed and a request to close the project in [ok.emgrants.com](https://ok.emgrants.com). This letter must be signed by the Chief Elected Official or community official, and meet the following requirements:
  - a. Only those funds that are eligible, reasonable, verified, and completed in performance of the sub-grant will be disbursed, and the remaining funds that have been deemed to be ineligible or not requested will be de-obligated and returned to FEMA

If at any point you have questions or concerns, please feel free to contact ODEMHS.

Respectfully,

*Matthew Rollins*

Matthew Rollins CFM  
State Hazard Mitigation Officer  
(405) 521-3140 | [Matthew.Rollins@oem.ok.gov](mailto:Matthew.Rollins@oem.ok.gov).

*Enclosures: FEMA Award Letter and State Local Agreement*





## Midway Dr Project Scoping Study Area

### Site Plan

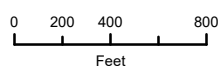
DATE: 2/25/2022



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.



1 INCH = 800 FEET



### LEGEND



Midway Dr Project Scoping Study Area  
2021 Aerial Photo



**File Attachments for Item:**

21. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY IN THE AMOUNT OF \$100,000 TO BE USED FOR A FLOOD WARNING SYSTEM DEVELOPMENT PROJECT, CONTRACT K-2122-103, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND AND THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.





## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 3/08/2022

**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 HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY IN THE AMOUNT OF \$100,000 TO BE USED FOR A FLOOD WARNING SYSTEM DEVELOPMENT PROJECT, CONTRACT K-2122-103, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANT FUND AND THE CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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### BACKGROUND:

The City of Norman experiences flood events on a regular basis which lead to road closures. The current process to identify and barricade flooded roadways is a manual process which can take a significant amount of time and puts both the emergency responders and traveling public at risk. In November of 2020, with approval from the City Manager, the City applied for a Federal Emergency Management Agency (FEMA) Building Resilient Infrastructure and Communities (BRIC) grant through the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS). These grants are designed for pre-disaster mitigation and are competitively awarded. In February 2022, ODEMHS notified the City of Norman of the approval to award funds for the FEMA BRIC Grant for the City of Norman Flood Warning System Development Project.

### DISCUSSION:

Federal funding for this project is a \$75,000 (75%) reimbursement with a local match requirement of \$25,000 (25%) as part of the FEMA BRIC Grant program. Acceptance of this grant is to design the framework for a flood warning system for the City modeled after the Charlotte-Mecklenburg Flood Information & Notification System. Working with personnel from the Public Works, Police, Fire (Emergency Management), and Information Technology Departments, information on current processes and future needs will be gathered. Sub-watersheds citywide will be analyzed to determine the best locations for installation of up to 25 stream and rain gauges and cameras as well as the feasibility of incorporating ten existing monitoring locations used for Lake Thunderbird Total Maximum Daily Load (TMDL) compliance. Once locations are identified through this scoping project, stream gauges, rain gauges, and cameras will be installed pending availability of funding either through future appropriations or grant opportunities. In addition to

the installed equipment, a GIS map will be created and added to the City's website to provide a way for emergency responders and the general public to monitor water levels at each of these sites in real time. This project will also research ways that this system can be incorporated in to existing Police and Fire Department warning systems, as well as the City's proposed Traffic Management Center (TMC) to notify the public of flooded roadways in their area.

If approved, the City would create an RFP by mid-April. The selection process for the award recipient of the RFP would be completed no later than end of July, at which point, a contract proposal would be brought before the council for approval. Following council approval of the contract, the project would have an estimated completion time of 3-5 months.

In addition to accepting the above award, a Hazard Mitigation Assistance Grant State and Local Agreement (SLA) in the form of Contract K-2122-103 needs to be approved obligating the City to comply with the outlined rules for grant administration and federal regulations with regards to purchasing and expending federal funds. The City's existing purchasing rules meet or exceed the standards outlined within the SLA.

#### **RECOMMENDATION 1:**

Staff recommends acceptance of the FEMA EMT-2020-BR-014-0005 BRIC award grant through the ODEMHS in the amount of \$100,000.

#### **RECOMMENDATION 2:**

Staff further recommends approval of Contract K-2122-103 with ODEMHS.

#### **RECOMMENDATION 3:**

Staff requests approval for budget appropriation in the amount of \$75,000 from Special Grants Fund (22-29000) to Flood Warning System, Design (Account 22592214-46201; Project DR0023) for the Federal Share of the grant. Staff further requests approval of budget appropriation in the amount of \$25,000 from Capital Fund Balance (Account 50-29000), to Flood Warning System, Design (Account 50592214-46201; Project DR0023) for the Local Match portion of the grant. All reimbursed funds will be placed in the Special Grants Fund, Revenue Account (225-333322).



## **HAZARD MITIGATION ASSISTANCE GRANT STATE AND LOCAL AGREEMENT**

**Between**

**STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT and  
HOMELAND SECURITY**

**And**

**CITY OF NORMAN, OKLAHOMA**

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**(Local Applicant)**

This agreement between the State of Oklahoma, Governor's Authorized Representative (GAR), Mark Gower, Director, Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), and City of Stillwater shall apply to all Hazard Mitigation Assistance funds. These funds are provided through or by the State of Oklahoma pursuant in the amount specified on the obligating document, to support the Building Resilient Infrastructure and Communities Grant Program, authorized under 42 U.S.C. 5133, Section 203, of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act), Public Law 93-288, as amended.

## EXECUTION OF THE AGREEMENT

### SIGNATURE AUTHORITY

1. Because your request for Hazard Mitigation Assistance (HMA) Grant funding has been approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), hereafter referred to as the Grantee/Recipient. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub grantee/Sub recipient must be attached to the Agreement for review by ODEMHS.
  - a. **Corporation:** the Chair of the Board of Directors or President;
  - b. **City:** the Mayor, City Manager, or Town Administrator
  - c. **County:** the Chairman of the Board of County Commissioners
  - d. **School Board:** the Superintendent
  - e. **Fire District:** the District Chief
  - f. **Special Districts:** the Executive Director
  - g. **Institution of Higher Education:** the President of the institution
  - h. **Charter School:** the Chair of the Board of Directors
  - i. **County Sheriff's Office:** the Sheriff
  - j. **State Agencies:** the Director or Deputy Director of the agency
  - k. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity.

### The Sub-recipient certifies and acknowledges that:

1. The State of Oklahoma has legal authority to apply for Hazard Mitigation Assistance funding on behalf of the Sub-recipient.
2. The Sub-recipient must use hazard mitigation assistance funds solely for the purposes as stated in the approved project award, provided scope of work, schedule, costs and overall project goals approved by the Federal Emergency Management Agency (FEMA) and the State.

3. The Sub-recipient is aware of and will be responsible for the cost-sharing requirements of federal and state hazard mitigation assistance, specifically, federal assistance is limited to no more than 75% of eligible expenditures, and the Sub-recipient will provide, from the Sub-recipient's funds, the remaining 25% of eligible costs.
4. Hazard Mitigation Assistance includes but is not limited to the following: Building Resilient Infrastructure and Communities, Pre-Disaster Mitigation, Flood Mitigation Assistance, and the Hazard Mitigation Grant Programs. Additional hazard mitigation grant programs may be available later for assistance requests and may be covered by this agreement.
5. The Sub-recipient will return to the State, within 15 days of such request by the Governors Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Sub-recipient.
6. The Sub-recipient must establish and maintain a proper accounting system to record expenditures of hazard mitigation assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.
7. The Sub-recipient is aware all hazard mitigation assistance funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by ODEMHS and FEMA grant guidelines.
8. The Sub-recipient will accurately document the events and expenses incurred in the execution of the hazard mitigation assistance project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and be maintained by the Sub-recipient as the permanent record of the project. This process must include all backup and corresponding documentation and be filed with the project. The sub-recipient must provide a copy of the documentation to the State and FEMA for review, reconciliation, claims payment, and archiving upon request.
9. The Sub-recipient's records and supporting documentation relating to claims will be kept for three (3) years after closeout of the award.
10. All records and supporting documentation shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG) or other appropriate State agencies or their vendors, as designated by ODEMHS, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this agreement.

11. The Sub-recipient will provide ODEMHS with quarterly project status reports within 10 calendar days following the end of the last day of each quarter.
12. If the Sub-recipient expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Sub-recipient shall accomplish a Single Audit requirement and submit a copy of that audit to ODEMHS in accordance with 2 CFR §§ 200.
13. The Sub-recipient will comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations
14. The Sub-recipient will comply with all applicable provisions of Federal, State, and Local laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§200.318 General procurement standards through 200.326 Contract provisions. Current provisions of 2 CFR §§ 200. 318-326 including Appendix II are herein attached as Appendix A.
15. The Sub-recipient affirms they have not received duplicate benefits from another federal source for the indicated project related to the hazard mitigation assistance request unless exempted by law. If the Sub-recipient receives duplicate benefits from another source for projects related to this application, the Sub-recipient agrees to refund the benefits provided by the State.
16. The Sub-recipient will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
17. The Sub-recipient will comply, as applicable, with Federal, State, and Local statutes and regulations pertaining to discrimination and equal opportunity.
18. The Sub-recipient will comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
19. The Sub-recipient will comply with requirements of the Federal, State, and Local adopted regulations regarding the National Flood Insurance Program and its provisions.
20. The Sub-recipient will not enter any cost-plus percentage of costs or contingency contract for completion of eligible work through the hazard mitigation assistance program.
21. The Sub-recipient will not enter contracts, grants, loans, or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
22. The Sub-recipient must not enter any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities must be verified by the sub-recipient through SAM.GOV.



23. The Sub-recipient will comply with all applicable Federal, State, and Local codes and standards as it pertains to the hazard mitigation project.
24. As a condition for receipt of State or Federal funds, the Sub-recipient certifies that it has the legal responsibility for the maintenance, upkeep, and implementation of hazard mitigation activities for which it is applying for disaster assistance.
25. The Sub-recipient certifies that it has all necessary lands, easements, rights-of-way, and accesses necessary to complete the Hazard Mitigation Assistance projects for which it has and/or will apply. The Sub-recipient agrees and understands that neither the State nor FEMA will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.
26. The Sub-recipient agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.
27. All required documentation in support of the project costs for the closeout will be **submitted within 30 days** following completion of work on the project.
28. The Sub-recipient understands and will abide by the indicated period of performance as detailed in the FEMA and State Award documents. Period of performance schedule extensions will be granted solely for conditions beyond the Sub-recipient's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the ODEMHS and FEMA and must be requested by the sub-recipient in writing.
29. **By signing this agreement, the Subrecipient further acknowledges that the effective date of this agreement shall be as of the date of the Federal Award, dated February 2<sup>nd</sup>, 2022, and the established Period of Performance begins February 2<sup>nd</sup>, 2022, and ends on February 2<sup>nd</sup>, 2025. unless extended upon approval by ODEMHS and FEMA.**

**I acknowledge by my signature, as a Elected Official or Jurisdiction Representative of the sub-recipient, should any part of this agreement not be in compliance with any or all regulations, funding for this project and future projects maybe denied by ODEMHS.**

Signed: \_\_\_\_\_  
(Elected Official or Jurisdiction Representative authorized to enter into governmental agreements)

Printed Name: \_\_\_\_\_

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_

Signed or attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name(s) of person(s)).

\_\_\_\_\_  
NOTARY PUBLIC or SEAL OF THE JURISDICTION

Title (and Rank):

\_\_\_\_\_  
Print Name:

\_\_\_\_\_  
My Commission Expires:

\*\*\*\*\*

**APPROVED on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.**

Signed: \_\_\_\_\_  
**MARK GOWER, DIRECTOR ODEMHS**  
**GOVERNOR'S AUTHORIZED REPRESENTATIVE**

MARK GOWER  
State Director



J. KEVIN STITT  
Governor

STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT  
AND HOMELAND SECURITY

February 14, 2022

Honorable Breea Clark  
City of Norman  
P.O. Box 370  
Norman OK 73070

Attn: Jason Murphy, City of Norman Stormwater Program Manager

Reference: FEMA EMT-2020-BR-014-0005 BRIC Award, City of Norman Flood Warning System Development Project Approval

Dear Honorable Mayor Clark,

Oklahoma Department of Emergency Management and Homeland Security (ODEMHS) is pleased to announce the approval by FEMA Region VI of funds for the above-referenced project. Federal funding for this project in the amount of \$75,000.00, with a Local match requirement of \$25,000.00 as part of the FEMA Building Resilient Infrastructure and Communities Grant (BRIC).

In accordance with the FEMA BRIC Award, the period of performance for this project expires on February 02, 2025. Within this period, the City of Norman is expected to complete and close out the project with ODEMHS and FEMA Region VI, in accordance with the approved project scope of work and State and Federal grant requirements.

Also, please read the enclosed ODEMHS *State and Local Agreement*, which is required to be signed by the Chief Elected Official or community official authorized to apply for and receive Federal Grants. Please submit a signed copy to this agreement to our office or via email as soon as possible and no later than February 28, 2022. Requests for reimbursements will not be processed by ODEMHS before signing and returning the above referenced agreement.

**MARK GOWER**  
State Director



**J. KEVIN STITT**  
Governor

STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT  
AND HOMELAND SECURITY

As part of the sub-recipient administration of the project, the City of Norman is required to submit Quarterly Project Reports (QPRs) via [ok.emgrants.com](http://ok.emgrants.com) until this project is closed out, and according to the following schedule:

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As a recipient of a Federal Disaster Assistance Grant, the City of Norman is also required to follow current procurement standards under the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (“Uniform Rules”), which are codified at 2 C.F.R. §§ 200 and supersede the procurement regulations formerly in effect. This includes specific provisions as indicated for Non-Federal Entities. The detailed records of procurement standards, proposals and project selection criteria used on the procurement of goods and services by the City of Norman is required to be maintained on file with the City of Norman for Federal, State, and Local monitoring and audit purposes and uploaded to the project in [ok.emgrants.com](http://ok.emgrants.com).

- a) You may request one or more requests for reimbursements for eligible project costs prior to project completion. Please limit your requests to once a quarter or approximately 20% of the project, except in the most unusual circumstances
- b) Electronic submittal of Request for Reimbursement (RfR) must be completed via [ok.emgrants.com](http://ok.emgrants.com).
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**MARK GOWER**  
State Director



**J. KEVIN STITT**  
Governor

STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT  
AND HOMELAND SECURITY

- d) If requesting Local In Kind match, request need to conform to the follow for consideration; [Hazard Mitigation Assistance Cost Share Guide \(fema.gov\)](https://www.fema.gov/hazard-mitigation-assistance-cost-share-guide), and is required to be submitted as part of a reimbursement request.
- e) Only 75% of the federal share will be disbursed with the remaining 25% held until project is completed and closeout is requested by the City of Norman that all project conditions have been met.
- f) Upon completion of this project, please submit a letter stating that the work is completed and a request to close the project in [ok.emgrants.com](https://ok.emgrants.com). This letter must be signed by the Chief Elected Official or community official, and meet the following requirements:
  - a. Only those funds that are eligible, reasonable, verified, and completed in performance of the sub-grant will be disbursed, and the remaining funds that have been deemed to be ineligible or not requested will be de-obligated and returned to FEMA

If at any point you have questions or concerns, please feel free to contact ODEMHS.

Respectfully,

*Matthew Rollins*

Matthew Rollins CFM  
State Hazard Mitigation Officer  
(405) 521-3140 | [Matthew.Rollins@oem.ok.gov](mailto:Matthew.Rollins@oem.ok.gov).

*Enclosures: FEMA Award Letter and State Local Agreement*

**File Attachments for Item:**

22. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY IN THE AMOUNT OF \$893,590.45 TO BE USED FOR THE VINEYARD DRAINAGE IMPROVEMENT PROJECT; CONTRACT K-2122-104, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANTS AND CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 3/08/2022

**REQUESTER:** Jason Murphy, Stormwater Program Manager

**PRESENTER:** Shawn O'Leary, Director of Public Works

**TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A HAZARD MITIGATION ASSISTANCE GRANT FROM THE OKLAHOMA DEPARTMENT OF EMERGENCY MANAGEMENT AND HOMELAND SECURITY IN THE AMOUNT OF \$893,590.45 TO BE USED FOR THE VINEYARD DRAINAGE IMPROVEMENT PROJECT; CONTRACT K-2122-104, AND BUDGET APPROPRIATION FROM THE SPECIAL GRANTS AND CAPITAL FUND BALANCE AS OUTLINED IN THE STAFF REPORT.

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### **BACKGROUND:**

The Oklahoma Department of Emergency Management (OEM) and Federal Emergency Management Agency (FEMA) provide disaster response and recovery assistance and pre-disaster mitigation grant funding for mitigation projects designed to prevent or reduce future loss of lives and property and/or minimize the costs of future disaster response and recovery. The Hazard Mitigation Grant Program (HMGP) provides federal funds up to 75% of the costs associated with hazard mitigation projects. The required 25% local match can be in the form of cash funding or "in kind" services.

For several years, residents of The Vineyard Addition have experienced property damage due to flooding. In July 2015, the City hired Meshek and Associates to perform an analysis of flooding issues reported by the residents of The Vineyard Addition. This included a review of the previous drainage reports and studies that were available. Additional detailed modeling was done to determine if any structural changes could be made that would reduce the risk of flooding in this area.

On January 29, 2016, Meshek and Associates submitted a report detailing the results and recommendations of their analysis. Two possible alternatives were identified that would help alleviate some of the flooding reported by residents, including re-grading The Vineyard detention pond and replacing the existing 18-inch pipe with a double 30-inch pipe; however, no funding was available at that time for final design of the selected alternative.



During the FYE 2018 budget process, City Council approved funding for the final design of The Vineyard Addition Drainage Improvements. Amendment No. 1 to Contract K-1617-120 with Meshek and Associates for The Vineyard Addition Drainage Improvements in the amount of \$30,000 was approved by City Council on October 10, 2017.

Meshek and Associates provided preliminary and final project plans for this project. These plans propose to reduce the flood risk by expanding and re-grading the existing detention pond to increase the storm water storage. The existing sidewalk will be shifted several feet to the north to allow for the pond to be expanded. The dam on the eastern boundary of the pond will be raised approximately five feet above existing grade to provide additional storm water storage. Any water from the spillway would be conveyed across a new 15-foot-wide flume into a tributary of Rock Creek 500 feet east of the new pond. The vertical wall on either side of the flume will vary in height along the length of the channel but will provide at least two feet of depth for stormwater storage and conveyance. This flume will also serve as a sidewalk for residents in the area. The existing discharge pipe will be upsized to address the flow. The detention pond and channel design will provide protection to residents from flooding caused by pond overtopping for storm events up to the 100-year frequency storm.

Based on discussions with staff at Meshek and ODEMHS, the Vineyard Drainage Improvement Project was submitted for consideration, with City Manager approval, of a Hazard Mitigation Grant Program (HMGP) grant in the summer of 2019 at a cost of \$753,600. In anticipation of approval, Meshek and Associates were consulted for an update of project costs in the summer/fall of 2021. The estimated cost of the project was increased to \$893,590.45 based on increases of materials and other costs that occurred since the original application in 2019. The grant application was amended to reflect these new costs.

## **DISCUSSION:**

On January 19, 2022 the City was notified that the Vineyard Detention Pond Project was selected and approved by the Oklahoma Department of Emergency Management and Homeland Security for \$893,590.45. FEMA grants require the City to pay all costs up front and then receive reimbursement. The grant provides 75% of the project funds with a federal share in the amount of \$670,192.84 and a 25% local match of \$223,397.61. During the Fiscal Year 2021-2022 (FYE 2022) budget process, the Vineyard Detention Drainage Project, Construction was allocated \$753,600 (Account 50595528-46101; Project DR0020), based on the original grant application costs.

With the acceptance of this grant, Federal matching funds will need to be transferred in the amount of \$530,203 from the Capital Fund, Vineyard Detention Pond, Construction (Account 50595528-46101; Project DR0020) to the Special Grants Fund, Vineyard Detention Pond, Construction (Account 22595528-46101; Project DR0020). Also, an appropriation of \$139,990 needs to be made from Special Grants Fund Balance (22-29000) to the Vineyard Detention Pond, Construction Account (22595528-46101; Project DR0020).

Reimbursed funds will be placed in the Special Grants Fund, Revenue Account (225-333322). A summary of the cost split between the OEM grant and Capital Fund (local match) is given below:

<b>DR-4438-0012-OK</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>	<b>Total</b>
Project Costs	\$670,192.84 (75%)	\$223,397.61 (25%)	\$893,590.45 (100%)
Subrecipient	\$0.00 (100%)	\$0.00	\$0.00
Management Costs		(0%)	(100%)
Total Obligation	\$670,192.84	\$223,397.61	\$893,590.45

In addition to accepting the above award, a Hazard Mitigation Assistance Grant State and Local Agreement (SLA) in the form of Contract K-2122-104 needs to be approved obligating the City of Norman to comply with the outlined rules for grant administration and federal regulations with regards to purchasing and expending federal funds. The City's obligations under this agreement are to submit Quarterly Project Reports (QPRs) until this project is closed out as well as completing any final reports and requests for reimbursement. Additionally, the City is required to follow current federal procurement standards. The City's existing purchasing rules meet or exceed the standards outlined within the SLA. While the City is administering this grant and managing construction, it has no claim to the property other than access for existing utility and drainage easements. Additionally, the Vineyard's Property Owner's Association has an agreement in place with the property owner to continue maintenance of these improvements after construction is complete. This includes mowing, tree trimming, and removal of debris after a runoff event to ensure the continued effectiveness of the improvements.

If approved, this project is ready to send out for construction bids within 30 days. The bid selection process should take one to two months, at which point a construction contract would be brought before Council for approval. Once construction begins, the project should take an estimated 5-7 months for completion. All work and grant administration is required to be completed no later than November 2023, but should be completed well in advance of that date.

#### **RECOMMENDATION 1:**

Staff recommends acceptance of the Oklahoma Department of Emergency Management and Homeland Security Hazard Mitigation Grant in the amount of \$893,590.45.

#### **RECOMMENDATION 2:**

Staff further recommends approval of Contract K-2122-104 between the City of Norman and the Oklahoma Department of Emergency Management and Homeland Security.

#### **RECOMMENDATION 3:**

Staff requests budget transfer in the amount of \$530,203 from the Capital Fund, Vineyard Drainage Project to the Special Grants Fund, Vineyard Drainage Project.

#### **RECOMMENDATION 4:**

Staff further recommends an appropriation of \$139,990 from the Special Grants Fund Balance to the Vineyard Drainage Project. Reimbursed funds will be deposited to the Special Grants Fund.



## **HAZARD MITIGATION ASSISTANCE GRANT STATE AND LOCAL AGREEMENT**

**Between**

**STATE OF OKLAHOMA  
DEPARTMENT OF EMERGENCY MANAGEMENT and  
HOMELAND SECURITY**

**And**

**CITY OF NORMAN, OKLAHOMA**

---

**(Local Applicant)**

This agreement between the State of Oklahoma, Governor's Authorized Representative (GAR), Mark Gower, Director, Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), and the City of Norman, Oklahoma apply to all Hazard Mitigation Assistance funds. These funds are provided through or by the State of Oklahoma pursuant to the Major Disaster Declaration of the President of the United States, designated FEMA DR-4438, and declared on the **1st** day of **June 2019**.

## EXECUTION OF THE AGREEMENT

### SIGNATURE AUTHORITY

1. Because your request for Hazard Mitigation Assistance (HMA) Grant funding has been approved, it is now necessary for you, as the Subgrantee/Subrecipient, to enter into the attached Agreement with the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS). Hereafter referred to as the Grantee/Recipient. The following specific officers/officials, or their authorized designees, are required to sign this Agreement on behalf of the specified type of Subgrantee/Subrecipient. (NOTE: If this Agreement is signed by a designee, a duly authenticated delegation of authority evidencing the signer's authority to execute the Agreement for and on behalf of the Sub grantee/Sub recipient must be attached to the Agreement for review by ODEMHS.
  - a. **Corporation:** the Chair of the Board of Directors or President;
  - b. **City:** the Mayor, City Manager, or Town Administrator
  - c. **County:** the Chairman of the Board of County Commissioners
  - d. **School Board:** the Superintendent
  - e. **Fire District:** the District Chief
  - f. **Special Districts:** the Executive Director
  - g. **Institution of Higher Education:** the President of the institution
  - h. **Charter School:** the Chair of the Board of Directors
  - i. **County Sheriff's Office:** the Sheriff
  - j. **State Agencies:** the Director or Deputy Director of the agency
  - k. **All other Sub grantee/Sub recipients:** the Chief Executive Officer of the entity.

### The Applicant certifies and acknowledges that:

1. The State of Oklahoma has legal authority to apply for Hazard Mitigation Assistance funding on behalf of the Applicant.
2. The Applicant must use hazard mitigation assistance funds solely for the purposes as stated in the approved project award, provided scope of work, schedule, costs and overall project goals approved by the Federal Emergency Management Agency (FEMA) and the State.

3. The Applicant is aware of and will be responsible for the cost-sharing requirements of federal and state hazard mitigation assistance, specifically, federal assistance is limited to no more than 75% of eligible expenditures, and the Applicant will provide, from the Applicants funds, the remaining 25% of eligible costs.
4. Hazard Mitigation Assistance includes but is not limited to the following: Pre-Disaster Mitigation, Flood Mitigation Assistance, and the Hazard Mitigation Grant Programs. Additional hazard mitigation grant programs may be available at a later date for assistance requests and may be covered by this agreement.
5. The Applicant will return to the State, within 15 days of such request by the Governors Authorized Representative, any advance funds which are not supported by audit or other Federal or State review of documentation maintained by the Applicant.
6. The Applicant must establish and maintain a proper accounting system to record expenditures of hazard mitigation assistance funds in accordance with generally accepted accounting standards. The accounting system must follow the approved practices as outlined in 2 CFR Part 200.
7. The Applicant is aware all hazard mitigation assistance funding will be provided on a reimbursement basis only and must follow the reimbursement processes established by ODEMHS and FEMA grant guidelines.
8. The Applicant will accurately document the events and expenses incurred in the execution of the hazard mitigation assistance project. All the documentation pertaining to a project shall be filed together with the corresponding grant documentation and be maintained by the Applicant as the permanent record of the project. This process must include all backup and corresponding documentation and be filed with the project. The applicant must provide a copy of the documentation to the State and FEMA for review, reconciliation, claims payment, and archiving upon request.
9. The Applicant's records and supporting documentation relating to claims will be kept for three (3) years after closeout of the Major Disaster Declaration, designated FEMA DR-4438, and declared on the **1st** day of **June, 2019**.
10. All records and supporting documentation shall be available for inspection and audit at all reasonable times by the Oklahoma Department of Emergency Management and Homeland Security (ODEMHS), Oklahoma Office of the State Auditor and Inspector (SAI) and the US Department of Homeland Security Office of Inspector General (OIG).
11. The Applicant will give the appropriate State agencies, as designated by ODEMHS, access to and the right to examine all records, documents, papers relating to any activity undertaken for funding under this agreement.
12. The Applicant will provide ODEMHS with quarterly project status reports within 10 calendar days following the end of the last day of the quarter.

13. If the Applicant expends \$750,000 or more in total Federal assistance (all programs) in a single year, the Applicant shall accomplish a Single Audit requirement and submit a copy of that audit to ODEMHS in accordance with 2 CFR §§ 200.
14. The Applicant will comply with the U.S. Environmental Protection Agency regulations contained in Title 40 of the Code of Federal Regulations
15. The Applicant will comply with all applicable provisions of Federal, State, and Local laws and regulations in regard to procurement of goods, services, and contracts which conform to federal law and the standards identified in 2 CFR §§200.318 General procurement standards through 200.326 Contract provisions. Current provisions of 2 CFR §§ 200. 318-326 including Appendix II are herein attached as Appendix A.
16. The Applicant affirms they have not received duplicate benefits from another federal source for the indicated project related to the hazard mitigation assistance request unless exempted by law. If the Applicant receives duplicate benefits from another source for projects related to this application, the Applicant agrees to refund the benefits provided by the State.
17. The Applicant will comply with provisions of the Hatch Act of 1939 limiting the political activities of public employees, as it relates to the programs funded.
18. The Applicant will comply, as applicable, with Federal, State, and Local statutes and regulations pertaining to discrimination and equal opportunity.
19. The Applicant will comply, as applicable, with the provisions of the Davis-Bacon Act relating to labor standards.
20. The Applicant will comply with requirements of the Federal, State, and Local adopted regulations regarding the National Flood Insurance Program and its provisions.
21. The Applicant will not enter any cost-plus percentage of costs or contingency contract for completion of eligible work through the hazard mitigation assistance program.
22. The Applicant will not enter contracts, grants, loans, or cooperative agreements for which payment is contingent upon receipt of state or federal funds.
23. The Applicant must not enter any contract with any party that has been prohibited from participating in Federal or State assistance programs. Entities may be verified through SAM.GOV.
24. The Applicant will comply with all applicable Federal, State, and Local codes and standards as it pertains to the hazard mitigation project.



25. As a condition for receipt of State or Federal funds, the Applicant certifies that upon project completion, it will have legal responsibility for the maintenance, upkeep and implementation of hazard mitigation activities for which it is applying for disaster assistance.
26. The Applicant certifies that it has all necessary lands, easements, rights-of-way and accesses necessary to complete the Hazard Mitigation Assistance projects for which it has and/or will apply. The Applicant agrees and understands that neither the State nor FEMA will be responsible for obtaining any land, easement, right-of-way and/or access necessary to perform work on an approved project.
27. The Applicant agrees to indemnify and hold the State and FEMA harmless from any damages arising out of the projects funded under this agreement.
28. All required documentation in support of the project costs for the closeout will be **submitted within 30 days** following completion of work on the project.
29. The Applicant understands and will abide by the indicated period of performance as detailed in the FEMA and State Award documents. Period of performance schedule extensions will be granted solely for conditions beyond the Applicant's control which result in an inability to complete approved projects within the approved timeline. All extensions will be subject to approval of the ODEMHS and FEMA, and must be requested by the applicant in writing.
30. By signing this agreement, the Applicant further acknowledges that the effective date of this agreement shall be as of the date of the Federal Declaration of Disaster dated 1st Day of June, 2019, and the established Period of Performance ends on November 28, 2023, unless extended by FEMA upon request through ODEMHS.

**Appendix A;****Title 2 Subtitle A Chapter II PART 200—UNIFORM ADMINISTRATIVE REQUIREMENTS, COST PRINCIPLES, AND AUDIT REQUIREMENTS FOR FEDERAL AWARDS-**[https://ecfr.io/Title-02/cfr200\\_main](https://ecfr.io/Title-02/cfr200_main)**Subpart D—Post Federal Award Requirements PROCUREMENT STANDARDS****§200.317 Procurements by states.**

When procuring property and services under a Federal award, a state must follow the same policies and procedures it uses for procurements from its non-Federal funds. The state will comply with §200.322 Procurement of recovered materials and ensure that every purchase order or other contract includes any clauses required by section §200.326 Contract provisions. All other non-Federal entities, including sub recipients of a state, will follow §§200.318 General procurement standards through 200.326 Contract provisions.

**§200.318 General procurement standards.**

(a) The non-Federal entity must use its own documented procurement procedures which reflect applicable State, local, and tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in this part.

(b) Non-Federal entities must maintain oversight to ensure that contractors perform in accordance with the terms, conditions, and specifications of their contracts or purchase orders.

(c)(1) The non-Federal entity must maintain written standards of conduct covering conflicts of interest and governing the actions of its employees engaged in the selection, award and administration of contracts. No employee, officer, or agent may participate in the selection, award, or administration of a contract supported by a Federal award if he or she has a real or apparent conflict of interest. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of the non-Federal entity may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. However, non-Federal entities may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of the non-Federal entity.

(2) If the non-Federal entity has a parent, affiliate, or subsidiary organization that is not a state, local government, or Indian tribe, the non-Federal entity must also maintain written standards of conduct covering organizational conflicts of interest. Organizational conflicts of interest means that because of relationships with a parent company, affiliate, or subsidiary organization, the non-Federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization.

(d) The non-Federal entity's procedures must avoid acquisition of unnecessary or duplicative items. Consideration should be given to consolidating or breaking out procurements to obtain a

more economical purchase. Where appropriate, an analysis will be made of lease versus purchase alternatives, and any other appropriate analysis to determine the most economical approach.

(e) To foster greater economy and efficiency, and in accordance with efforts to promote cost-effective use of shared services across the Federal Government, the non-Federal entity is encouraged to enter into state and local intergovernmental agreements or inter-entity agreements where appropriate for procurement or use of common or shared goods and services.

(f) The non-Federal entity is encouraged to use Federal excess and surplus property in lieu of purchasing new equipment and property whenever such use is feasible and reduces project costs.

(g) The non-Federal entity is encouraged to use value engineering clauses in contracts for construction projects of sufficient size to offer reasonable opportunities for cost reductions. Value engineering is a systematic and creative analysis of each contract item or task to ensure that its essential function is provided at the overall lower cost.

(h) The non-Federal entity must award contracts only to responsible contractors possessing the ability to perform successfully under the terms and conditions of a proposed procurement. Consideration will be given to such matters as contractor integrity, compliance with public policy, record of past performance, and financial and technical resources. See also §200.213 Suspension and debarment.

(i) The non-Federal entity must maintain records sufficient to detail the history of procurement. These records will include, but are not necessarily limited to the following: rationale for the method of procurement, selection of contract type, contractor selection or rejection, and the basis for the contract price.

(j)(1) The non-Federal entity may use a time and materials type contract only after a determination that no other contract is suitable and if the contract includes a ceiling price that the contractor exceeds at its own risk. Time and materials type contract means a contract whose cost to a non-Federal entity is the sum of:

(i) The actual cost of materials; and

(ii) Direct labor hours charged at fixed hourly rates that reflect wages, general and administrative expenses, and profit.

(2) Since this formula generates an open-ended contract price, a time-and-materials contract provides no positive profit incentive to the contractor for cost control or labor efficiency. Therefore, each contract must set a ceiling price that the contractor exceeds at its own risk. Further, the non-Federal entity awarding such a contract must assert a high degree of oversight in order to obtain reasonable assurance that the contractor is using efficient methods and effective cost controls.

(k) The non-Federal entity alone must be responsible, in accordance with good administrative practice and sound business judgment, for the settlement of all contractual and administrative issues arising out of procurements. These issues include, but are not limited to, source evaluation, protests, disputes, and claims. These standards do not relieve the non-Federal entity of any contractual responsibilities under its contracts. The Federal awarding agency will not substitute its judgment for that of the non-Federal entity unless the matter is primarily a Federal concern.

Violations of law will be referred to the local, state, or Federal authority having proper jurisdiction.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 43309, July 22, 2015]

**§200.319 Competition.**

(a) All procurement transactions must be conducted in a manner providing full and open competition consistent with the standards of this section. In order to ensure objective contractor performance and eliminate unfair competitive advantage, contractors that develop or draft specifications, requirements, statements of work, or invitations for bids or requests for proposals must be excluded from competing for such procurements. Some of the situations considered to be restrictive of competition include but are not limited to:

- (1) Placing unreasonable requirements on firms in order for them to qualify to do business;
- (2) Requiring unnecessary experience and excessive bonding;
- (3) Noncompetitive pricing practices between firms or between affiliated companies;
- (4) Noncompetitive contracts to consultants that are on retainer contracts;
- (5) Organizational conflicts of interest;
- (6) Specifying only a “brand name” product instead of allowing “an equal” product to be offered and describing the performance or other relevant requirements of the procurement; and
- (7) Any arbitrary action in the procurement process.

(b) The non-Federal entity must conduct procurements in a manner that prohibits the use of statutorily or administratively imposed state, local, or tribal geographical preferences in the evaluation of bids or proposals, except in those cases where applicable Federal statutes expressly mandate or encourage geographic preference. Nothing in this section preempts state licensing laws. When contracting for architectural and engineering (A/E) services, geographic location may be a selection criterion provided its application leaves an appropriate number of qualified firms, given the nature and size of the project, to compete for the contract.

(c) The non-Federal entity must have written procedures for procurement transactions. These procedures must ensure that all solicitations:

- (1) Incorporate a clear and accurate description of the technical requirements for the material, product, or service to be procured. Such description must not, in competitive procurements, contain features which unduly restrict competition. The description may include a statement of the qualitative nature of the material, product or service to be procured and, when necessary, must set forth those minimum essential characteristics and standards to which it must conform if it is to satisfy its intended use. Detailed product specifications should be avoided if at all possible. When it is impractical or uneconomical to make a clear and accurate description of the technical requirements, a “brand name or equivalent” description may be used as a means to define the performance or other salient requirements of procurement. The specific features of the named brand which must be met by offers must be clearly stated; and

(2) Identify all requirements which the offerors must fulfill and all other factors to be used in evaluating bids or proposals.

(d) The non-Federal entity must ensure that all prequalified lists of persons, firms, or products which are used in acquiring goods and services are current and include enough qualified sources to ensure maximum open and free competition. Also, the non-Federal entity must not preclude potential bidders from qualifying during the solicitation period.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.320 Methods of procurement to be followed.**

The non-Federal entity must use one of the following methods of procurement.

(a) Procurement by micro-purchases. Procurement by micro-purchase is the acquisition of supplies or services, the aggregate dollar amount of which does not exceed the micro-purchase threshold (§200.67 Micro-purchase). To the extent practicable, the non-Federal entity must distribute micro-purchases equitably among qualified suppliers. Micro-purchases may be awarded without soliciting competitive quotations if the non-Federal entity considers the price to be reasonable.

(b) Procurement by small purchase procedures. Small purchase procedures are those relatively simple and informal procurement methods for securing services, supplies, or other property that do not cost more than the Simplified Acquisition Threshold. If small purchase procedures are used, price or rate quotations must be obtained from an adequate number of qualified sources.

(c) Procurement by sealed bids (formal advertising). Bids are publicly solicited and a firm fixed price contract (lump sum or unit price) is awarded to the responsible bidder whose bid, conforming with all the material terms and conditions of the invitation for bids, is the lowest in price. The sealed bid method is the preferred method for procuring construction, if the conditions in paragraph (c)(1) of this section apply.

(1) In order for sealed bidding to be feasible, the following conditions should be present:

- (i) A complete, adequate, and realistic specification or purchase description is available;
- (ii) Two or more responsible bidders are willing and able to compete effectively for the business; and
- (iii) The procurement lends itself to a firm fixed price contract and the selection of the successful bidder can be made principally on the basis of price.

(2) If sealed bids are used, the following requirements apply:

- (i) Bids must be solicited from an adequate number of known suppliers, providing them sufficient response time prior to the date set for opening the bids, for local, and tribal governments, the invitation for bids must be publicly advertised;
- (ii) The invitation for bids, which will include any specifications and pertinent attachments, must define the items or services in order for the bidder to properly respond;
- (iii) All bids will be opened at the time and place prescribed in the invitation for bids, and for local and tribal governments, the bids must be opened publicly;

(iv) A firm fixed price contract award will be made in writing to the lowest responsive and responsible bidder. Where specified in bidding documents, factors such as discounts, transportation cost, and life cycle costs must be considered in determining which bid is lowest. Payment discounts will only be used to determine the low bid when prior experience indicates that such discounts are usually taken advantage of; and

(v) Any or all bids may be rejected if there is a sound documented reason.

(d) Procurement by competitive proposals. The technique of competitive proposals is normally conducted with more than one source submitting an offer, and either a fixed price or cost-reimbursement type contract is awarded. It is generally used when conditions are not appropriate for the use of sealed bids. If this method is used, the following requirements apply:

(1) Requests for proposals must be publicized and identify all evaluation factors and their relative importance. Any response to publicized requests for proposals must be considered to the maximum extent practical;

(2) Proposals must be solicited from an adequate number of qualified sources;

(3) The non-Federal entity must have a written method for conducting technical evaluations of the proposals received and for selecting recipients;

(4) Contracts must be awarded to the responsible firm whose proposal is most advantageous to the program, with price and other factors considered; and

(5) The non-Federal entity may use competitive proposal procedures for qualifications-based procurement of architectural/engineering (A/E) professional services whereby competitors' qualifications are evaluated and the most qualified competitor is selected, subject to negotiation of fair and reasonable compensation. The method, where price is not used as a selection factor, can only be used in procurement of A/E professional services. It cannot be used to purchase other types of services though A/E firms are a potential source to perform the proposed effort.

(e) [Reserved]

(f) Procurement by noncompetitive proposals. Procurement by noncompetitive proposals is procurement through solicitation of a proposal from only one source and may be used only when one or more of the following circumstances apply:

(1) The item is available only from a single source;

(2) The public exigency or emergency for the requirement will not permit a delay resulting from competitive solicitation;

(3) The Federal awarding agency or pass-through entity expressly authorizes noncompetitive proposals in response to a written request from the non-Federal entity; or

(4) After solicitation of a number of sources, competition is determined inadequate.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014; 80 FR 54409, Sept. 10, 2015]

**§200.321 Contracting with small and minority businesses, women's business enterprises, and labor surplus area firms.**

- (a) The non-Federal entity must take all necessary affirmative steps to assure that minority businesses, women's business enterprises, and labor surplus area firms are used when possible.
- (b) Affirmative steps must include:
  - (1) Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
  - (2) Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
  - (3) Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority businesses, and women's business enterprises;
  - (4) Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority businesses, and women's business enterprises;
  - (5) Using the services and assistance, as appropriate, of such organizations as the Small Business Administration and the Minority Business Development Agency of the Department of Commerce; and
  - (6) Requiring the prime contractor, if subcontracts are to be let, to take the affirmative steps listed in paragraphs (1) through (5) of this section.

**§200.322 Procurement of recovered materials.**

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

[78 FR 78608, Dec. 26, 2013, as amended at 79 FR 75885, Dec. 19, 2014]

**§200.323 Contract cost and price.**

- (a) The non-Federal entity must perform a cost or price analysis in connection with every procurement action in excess of the Simplified Acquisition Threshold including contract modifications. The method and degree of analysis is dependent on the facts surrounding the particular procurement situation, but as a starting point, the non-Federal entity must make independent estimates before receiving bids or proposals.
- (b) The non-Federal entity must negotiate profit as a separate element of the price for each contract in which there is no price competition and in all cases where cost analysis is performed. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the contractor, the contractor's investment, the amount of



subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.

(c) Costs or prices based on estimated costs for contracts under the Federal award are allowable only to the extent that costs incurred or cost estimates included in negotiated prices would be allowable for the non-Federal entity under Subpart E—Cost Principles of this part. The non-Federal entity may reference its own cost principles that comply with the Federal cost principles.

(d) The cost plus a percentage of cost and percentage of construction cost methods of contracting must not be used.

**§200.324 Federal awarding agency or pass-through entity review.**

(a) The non-Federal entity must make available, upon request of the Federal awarding agency or pass-through entity, technical specifications on proposed procurements where the Federal awarding agency or pass-through entity believes such review is needed to ensure that the item or service specified is the one being proposed for acquisition. This review generally will take place prior to the time the specification is incorporated into a solicitation document. However, if the non-Federal entity desires to have the review accomplished after a solicitation has been developed, the Federal awarding agency or pass-through entity may still review the specifications, with such review usually limited to the technical aspects of the proposed purchase.

(b) The non-Federal entity must make available upon request, for the Federal awarding agency or pass-through entity pre-procurement review, procurement documents, such as requests for proposals or invitations for bids, or independent cost estimates, when:

- (1) The non-Federal entity's procurement procedures or operation fails to comply with the procurement standards in this part;
- (2) The procurement is expected to exceed the Simplified Acquisition Threshold and is to be awarded without competition or only one bid or offer is received in response to a solicitation;
- (3) The procurement, which is expected to exceed the Simplified Acquisition Threshold, specifies a “brand name” product;
- (4) The proposed contract is more than the Simplified Acquisition Threshold and is to be awarded to other than the apparent low bidder under a sealed bid procurement; or
- (5) A proposed contract modification changes the scope of a contract or increases the contract amount by more than the Simplified Acquisition Threshold.

(c) The non-Federal entity is exempt from the pre-procurement review in paragraph (b) of this section if the Federal awarding agency or pass-through entity determines that its procurement systems comply with the standards of this part.

(1) The non-Federal entity may request that its procurement system be reviewed by the Federal awarding agency or pass-through entity to determine whether its system meets these standards in order for its system to be certified. Generally, these reviews must occur where there is continuous high-dollar funding, and third party contracts are awarded on a regular basis;

(2) The non-Federal entity may self-certify its procurement system. Such self-certification must not limit the Federal awarding agency's right to survey the system. Under a self-certification

procedure, the Federal awarding agency may rely on written assurances from the non-Federal entity that it is complying with these standards. The non-Federal entity must cite specific policies, procedures, regulations, or standards as being in compliance with these requirements and have its system available for review.

**§200.325 Bonding requirements.**

For construction or facility improvement contracts or subcontracts exceeding the Simplified Acquisition Threshold, the Federal awarding agency or pass-through entity may accept the bonding policy and requirements of the non-Federal entity provided that the Federal awarding agency or pass-through entity has made a determination that the Federal interest is adequately protected. If such a determination has not been made, the minimum requirements must be as follows:

- (a) A bid guarantee from each bidder equivalent to five percent of the bid price. The “bid guarantee” must consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder will, upon acceptance of the bid, execute such contractual documents as may be required within the time specified.
- (b) A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.
- (c) A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by law of all persons supplying labor and material in the execution of the work provided for in the contract.

**§200.326 Contract provisions.**

The non-Federal entity's contracts must contain the applicable provisions described in Appendix II to Part 200—Contract Provisions for non-Federal Entity Contracts Under Federal Awards.

**§ Appendix II to Part 200 - Contract Provisions for Non-Federal Entity Contracts Under Federal Awards**

In addition to other provisions required by the Federal agency or non-Federal entity, all contracts made by the non-Federal entity under the Federal award must contain provisions covering the following, as applicable.

- (A) Contracts for more than the simplified acquisition threshold currently set at \$150,000, which is the inflation adjusted amount determined by the Civilian Agency Acquisition Council and the Defense Acquisition Regulations Council (Councils) as authorized by 41 U.S.C. 1908, must address administrative, contractual, or legal remedies in instances where contractors violate or breach contract terms, and provide for such sanctions and penalties as appropriate.
- (B) All contracts in excess of \$10,000 must address termination for cause and for convenience by the non-Federal entity including the manner by which it will be effected and the basis for settlement.
- (C) Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-

1.3 must include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor."

(D) Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144) as supplemented by Department of Labor regulations (29 CFR Part 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland "Anti-Kickback" Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

(E) Contract Work Hours and Safety Standards Act (40 U.S.C. 3701-3708). Where applicable, all contracts awarded by the non-Federal entity in excess of \$100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 CFR Part 5). Under 40 U.S.C. 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

(F) Rights to Inventions Made Under a Contract or Agreement. If the Federal award meets the definition of "funding agreement" under 37 CFR § 401.2 (a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 CFR Part 401, "Rights to Inventions Made by Nonprofit Organizations and

Small Business Firms Under Government Grants, Contracts and Cooperative Agreements,” and any implementing regulations issued by the awarding agency.

(G) Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended - Contracts and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

(H) Debarment and Suspension (Executive Orders 12549 and 12689) - A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

(I) Byrd Anti-Lobbying Amendment (31 U.S.C. 1352) - Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

(J) See 2 CFR § 200.322 Procurement of recovered materials.

§ 200.322 Procurement of recovered materials.

A non-Federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

**I acknowledge by my signature, I am aware should any part of this agreement not be in compliance with all regulations, funding for this and possibly future disasters, will be jeopardized.**

Signed: \_\_\_\_\_  
(Elected Official or Jurisdiction Representative authorized to enter into governmental agreements)

Printed Name: \_\_\_\_\_

STATE OF OKLAHOMA

COUNTY OF \_\_\_\_\_

Signed or attested before me on \_\_\_\_\_ (date)

by \_\_\_\_\_ (name(s) of person(s)).

\_\_\_\_\_  
NOTARY PUBLIC or SEAL OF THE JURISDICTION

Title (and Rank):

\_\_\_\_\_

Print Name:

\_\_\_\_\_

My Commission Expires:

\_\_\_\_\_

\*\*\*\*\*

**APPROVED on this \_\_\_\_\_ Day of \_\_\_\_\_, 20\_\_\_\_\_.**

Signed: \_\_\_\_\_

**MARK GOWER, DIRECTOR ODEMHS  
GOVERNOR'S AUTHORIZED REPRESENTATIVE**





# Vineyards Detention Pond Project Area

## Site Plan

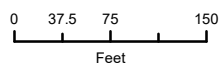
DATE: 2/25/2022



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.



1 INCH = 150 FEET



## LEGEND



Vineyard Detention Pond Project Area  
2021 Aerial Photo



U.S. Department of Homeland Security  
FEMA Region 6  
800 N. Loop 288  
Denton, TX 76209



**FEMA**

January 19, 2022

Mr. Mark Gower, Director  
Oklahoma Department of Emergency  
Management and Homeland Security  
P.O. Box 53365  
Oklahoma City, OK 73152-3365

Attn: Mr. Matt Rollins, State Hazard Mitigation Officer

Re: 4438-0012-OK  
City of Norman – Vineyard Detention Pond  
Approval  
CFDA 97.039 Hazard Mitigation Grant Program

Dear Mr. Gower:

This letter provides official notification that the Federal Emergency Management Agency (FEMA) approves the application submitted by the City of Norman for the Vineyard Detention Pond project. The Federal share is available through the Hazard Mitigation Grant Program (HMGP) under DR-4438. The non-federal match requirement of \$223,397.61 will be provided by subrecipient.

Pursuant to Section 1215 of the Disaster Recovery Reform Act of 2018, which amended Section 324 of the Robert T. Stafford Disaster Relief and Assistance Act, Subrecipient Management Costs (MC) up to five percent (5%) of the Project Costs are eligible, however none have been requested at this time. Subrecipient MC must be requested by the application deadline to be eligible.

Summary of funding for the project is illustrated below:

<b>DR-4438-0012-OK</b>	<b>Federal Share</b>	<b>Non-Federal Share</b>	<b>Total</b>
Project Costs	\$670,192.84 (75%)	\$223,397.61 (25%)	\$893,590.45 (100%)
Subrecipient Management Costs	\$0.00 (100%)	\$0.00 (0%)	\$0.00 (100%)
Total Obligation	\$670,192.84	\$223,397.61	\$893,590.45

The following is the approved Scope of Work (SOW) for the above-referenced project: The City of Norman proposes to reduce the flood risk to flood prone houses on Harwich Court in the Vineyards subdivision of Norman, Cleveland County, Oklahoma. The existing detention pond located between Porter Avenue and Harwich Court (35.254783, -97.440685) will be



Mr. Gower  
January 19, 2022  
Page 2

expanded and regraded to provide 4.8 acre-feet of stormwater storage. The existing sidewalk which borders the north side of the pond will be shifted several feet to the north to allow for the pond to be expanded. The sidewalk currently serves as a dam/berm on the northern edge of the pond. The dam on the eastern boundary of the pond will be raised approximately five (5) feet above existing grade. A 70-foot-long weir will be installed at the eastern dam and discharge stormwater at the 10-year frequency storm event and higher. Water from the weir spillway will then be conveyed across a new 15-foot-wide flume into a tributary of Rock Creek 500 feet east of the new pond. The vertical wall on either side of the flume will vary in height along the length of the channel but will provide at least two (2) feet of depth for stormwater storage and conveyance. This flume will also serve as a sidewalk for residents in the area. The existing 18-inch discharge pipe that extends to the creek east of the pond will be replaced with a double 36-inch corrugated plastic pipe, which will be installed below ground under the flume. This detention pond and channel design will provide protection to residents from flooding caused by pond overtopping for storm events up to the 100-year frequency storm.

This project has been determined to be Categorically Excluded (CATEX) in accordance with FEMA Instruction 108-1-1 and Department of Homeland Security (DHS) Instruction 023-01-001-01; CATEX n9 from the need to prepare either an Environmental Impact Statement or Environmental Assessment (EA). No extraordinary circumstances in accordance with DHS Instruction 023-01-001-01 have been identified regarding this action. The applicant must comply with all conditions set forth in the attached Record of Environmental Consideration (REC). Failure to comply with these conditions may jeopardize federal assistance including funding.

The BCA submitted was revised with the damage depth function table for two story residential buildings. The revised BCA and calculations are attached. Should the sub-applicant need to submit a scope of work or budget modification, these BCA files should be utilized.

The milestones included in the application indicate that the time to complete this subaward will be 17.7-months from the date of this letter. FEMA will not establish activity completion timeframes for individual sub awards. The Period of Performance (POP) for DR-4438 is November 28, 2023, which is 36 months from the close of the application period. It is the responsibility of the recipient and subrecipient to ensure all approved activities associated with this subaward are completed by the end of the POP. Any costs incurred prior to the date of this approval or after the POP will be disallowed.

A change to the approved SOW requires prior approval from FEMA. The National Environmental Policy Act (NEPA) stipulates that additions or amendments to a HMGP SOW shall be reviewed by all state and federal agencies participating in the NEPA process. NEPA sign-off for all SOW additions or amendments is essential before the revised SOW can be approved by FEMA or implemented by the HMGP subrecipient.

In accordance with FEMA Policy #104-11-1 Interim Hazard Mitigation Grant Program Management Costs, any MC provided will be obligated in increments sufficient to cover recipient and subrecipient needs for no more than one year unless contractual agreements require

Mr. Gower  
January 19, 2022  
Page 3

additional funding. Actual subrecipient MC are to be reconciled quarterly during the review of expenditures submitted by the subrecipient through quarterly report process.

Subrecipient MC can be expended for a maximum time of 180 days after work is completed for the subaward or the end of the Period of Performance (POP), whichever is sooner.

The initial quarterly progress reports for the HMGP project is due at the end of the approving quarter. Please include this HMGP project in your future quarterly reports. Note that 44 CFR § 206.438(c) indicates the State must provide a quarterly progress report to FEMA indicating the status and completion date for each project funded. The report will include any problems or circumstances affecting completion dates, SOW, or project cost that may result in non-compliance with the approved grant conditions.

In accordance with HMGP rules and policy, we require the submittal of all closeout documentation within 90 days of the project completion, not to exceed POP. Section 206.438(d) of 44 CFR requires the Governors Authority Representative (GAR) to "certify that reported costs were incurred in the performance of eligible work, that the approved work was completed, and that the mitigation measure is in compliance with the provisions of the FEMA-State Agreement."

The Obligation Report and REC are included for your records.

If you have any questions regarding the information, please contact Loree Boyanton, Hazard Mitigation Assistance (HMA) Specialist, at (202) 713-7207 or [loree.boyanton@fema.dhs.gov](mailto:loree.boyanton@fema.dhs.gov).

Sincerely,



Brianne Schmidtke  
HMA Branch Chief

Attachments: Obligation Report  
REC

**File Attachments for Item:**

23. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-105: A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COWAN GROUP ENGINEERING IN THE AMOUNT OF \$80,000 TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF THE FYE 2023 URBAN RECONSTRUCTION PROJECTS ON FAIRFIELD DRIVE AND JUNIPER LANE AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 03/08/2022

**REQUESTER:** Joseph Hill, Streets Program Manager

**PRESENTER:** Shawn O'Leary, Public Works Director

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-105:  
A CONTRACT BY AND BETWEEN THE CITY OF NORMAN, OKLAHOMA, AND COWAN GROUP ENGINEERING IN THE AMOUNT OF \$80,000 TO PROVIDE ENGINEERING SERVICES FOR THE DESIGN OF THE FYE 2023 URBAN RECONSTRUCTION PROJECTS ON FAIRFIELD DRIVE AND JUNIPER LANE AND BUDGET APPROPRIATION AS OUTLINED IN THE STAFF REPORT.

### **BACKGROUND:**

On Tuesday, April 6, 2021, Norman residents voted to approve the issuance of \$27 million in bonds to fund the resurfacing, rehabilitation and reconstruction of neighborhood streets as part of a 5-year, 5-category program. The five categories include (1) Urban Asphalt Street Rehabilitation, (2) Urban Concrete Street Rehabilitation, (3) Urban Road Reconstruction, (4) Rural Road Rehabilitation, and (5) Preventive Maintenance. Prior to the election, the City provided a list of all streets included in the program based upon the pavement condition data from the City's current Pavement Management System. The following is the list of Road Reconstruction projects included in the program:

#### **2022**

Grover Lane – Berry Road to Hall Avenue  
McCullough Street – Monnett Avenue to Front Street

#### **2023**

Juniper Lane – Chautauqua Avenue to Lahoma Avenue  
Fairfield Drive – McCall Drive to Willow Lane

#### **2024**

Oakbrook Drive – Pickard Avenue to Fairfield Drive  
Pickard Avenue – Imhoff Road to Lakewood Drive

#### **2025**

North Base Avenue – Main Street to Kansas Street

**2026**

Sherry Avenue – Main Street to Holiday Street

Danfield Lane – Danfield Drive to Brookhaven Boulevard

On December 1, 2021, City staff advertised Request for Proposal RFP 2122-42 to solicit Consulting Engineering Services for the reconstruction design of Juniper Lane and Fairfield Drive. Eleven (11) proposals were received by the 4:00 pm deadline on January 7, 2022. The selection committee consisting of three (3) City staff (Joseph Hill, Streets Program Manager; Chris Smith, Construction Manager; and Brandon Brooks, Staff Engineer) and two (2) citizens (Sara Downard, ODOT District 8 East Project Manager, and Ron LaSpisa, P.E., Retired University of Oklahoma Professor) shortlisted three (3) consultant teams for interviews held January 27, 2022. Following the interviews, the consultant team selected was Cowan Group Engineering based in Oklahoma City.

Contract K-2122-105 with Cowan Group Engineering is submitted for Council's approval for design of the Street Maintenance Bond FYE 2023 Urban Reconstruction locations at Fairfield Drive and Juniper Lane to Cowan Group Engineering (maps of the locations are attached).

**DISCUSSION:**

The funds for these project locations will not be available until the start of the new fiscal year. Therefore, an appropriation from the Capital Fund Balance will be necessary. Cowan is prepared to begin work immediately on this project after the Notice to Proceed is issued to ensure that the City is prepared for construction at the start of FYE 2023.

Cowan's Scope of Services includes:

- Detailed Topographic Survey
- Geotechnical Testing
- Design Plan submittals at 30%, 60%, and Final Plan stages
- Utility Investigations
- Construction support and record drawings

If approved, funding for these design services in the amount of \$80,000 will need to be appropriated from the Capital Fund Balance (50-29000) (General Obligation Bond, Series 2021) to the following Street Maintenance Bond FYE 2023 Urban Reconstruction Project accounts:

- \$40,000 to Ross's Addition, Design (Account 50593385-46201; Project BP0520)
- \$40,000 to Willowbrook Addition, Design (Account 50593385-46201; Project BP0521)

The contract, which includes a detailed scope, schedule, and fees is attached.

**RECOMMENDATION 1:**

Staff recommends the appropriation from the Capital Fund Balance (50-290000) bas follows:

- \$40,000 to Project BP0520, Ross's Addition, Design (50593385-46201; Project BP0520)
- \$40,000 to Project BP0521, Willowbrook Addition, Design (Account 50593385-46201)

**RECOMMENDATION 2:**

Staff recommends approval of Contract K-2122-105, with Cowan Group Engineering for the Street Maintenance Bond FYE 2023 – Urban Reconstruction Designs in the amount of \$80,000.

## **AGREEMENT FOR PROFESSIONAL SERVICES**

THIS AGREEMENT is entered into between The City of Norman (OWNER) and Cowan Group Engineering LLC. (CONSULTANT) for the following reasons:

1. The OWNER intends to reconstruct Juniper Lane from Chautauqua Avenue to Lahoma Avenue and Fairfield Drive from McCall Drive to Willow Lane (the PROJECT); and,
2. The OWNER requires certain professional survey, design, analysis and engineering 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 \_\_th day of \_\_\_\_\_, 2022.

### **ARTICLE 2 - GOVERNING LAW**

This AGREEMENT shall be governed by the laws of the State of Oklahoma.

### **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 applicable 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. In any and all claims asserted by any employee of the CONSULTANT against any indemnified party, the indemnification obligation shall not be limited in any way by any limitation on the amount or type of damages, compensation, or benefits payable by or for the CONSULTANT or any of the CONSULTANT's employees under workers' compensation acts, disability benefit acts, or other employee benefit acts. The acceptance by OWNER or its representatives of any certification of insurance providing for coverage other than as required in this Agreement to be furnished by the CONSULTANT shall in no event be deemed a waiver of any of the provisions of this indemnity provision. None of the foregoing provisions shall deprive the OWNER of any action, right, or remedy otherwise available to the OWNER at common law.

Survival. The terms and conditions of this ARTICLE shall survive completion of the SERVICES, or any termination of this Agreement.

## **ARTICLE 9 - INSURANCE**

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

- a) General Liability Insurance, with a limit of \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
- b) Automobile Liability Insurance, with a combined single limit of \$1,000,000 for each person and \$1,000,000 for each accident.
- c) Workers' Compensation Insurance in accordance with statutory requirements and Employers' Liability Insurance, with a limit of \$500,000 for each occurrence.
- d) Professional Liability Insurance, with a limit of \$1,000,000 per claim and annual aggregate.

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; (b) the failure of any contractor, subcontractor, vendor, or other PROJECT participant, not under contract to 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; (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 whose existence the CONSULTANT cannot 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 subconsultants against all judgments, losses, damages, injuries, and expenses, including reasonable attorneys' fees, arising out of or resulting from such reuse. Any verification or adaptation of documents will entitle 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:**

Brandon L. Brooks, E.I.T., CFM  
Staff Engineer  
City of Norman  
P.O. Box 370  
Norman, OK 73070  
(405) 366-5459 Phone  
(405) 366-5418 FAX

**CONSULTANT:**

Cowan Group Engineering LLC.  
Jeff Cowan, P.E.  
Principal / Managing Member  
OKLAHOMA CITY OFFICE  
7100 N. Classen Blvd, Suite 500  
Oklahoma City, OK 73116  
(405) 463-3369 Phone

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 any such dispute, the parties may pursue any and all remedies available under applicable law.

**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. 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 COWAN GROUP ENGINEERING LLC. have executed this AGREEMENT.

DATED this \_\_\_th day of \_\_\_\_\_, 2022.

The City of Norman  
(OWNER)

Signature \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

Attest:

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

Cowan Group Engineering LLC.  
(CONSULTANT)

Signature  \_\_\_\_\_

Name Jeff Cowan, P.E.

Title Managing Member

Date 3/4/2022

Attest:

  
Secretary

Approved as to form and legality this 4 day of March 2022.

  
City Attorney

## ATTACHMENT A SCOPE OF SERVICES

Article 3 of the AGREEMENT is amended and supplemented to include the following agreement of the parties. CONSULTANT shall, except as otherwise provided for herein, furnish all Engineering services, labor, equipment, and incidentals (SERVICES) as required for this AGREEMENT.

### DESCRIPTION OF PROJECT

The scope of work for the FYE 2023 Urban Reconstruction Project is to improve two (2) existing neighborhood streets as a part of the City of Norman's 2021 Street Maintenance Bond Program. The two (2) streets are Juniper Lane from Chautauqua Avenue to Lahoma Avenue and Fairfield Drive from McCall Drive to Willow Lane.

#### Juniper Lane

Juniper is an existing two (2) lane concrete roadway with existing sidewalks on the south side of the street. The existing roadway width is 24-foot with trees lining the streets. The two connecting asphalt streets of Chautauqua Avenue and Lahoma Avenue have been previously improved.

#### Fairfield Drive

Fairfield is an existing two (2) lane concrete roadway with 26-foot-wide curb and gutter section. The connecting intersection to the south at McCall Drive has been previously improved.

The scope of work will include topographic survey, existing property boundary research, geotechnical analysis, utility coordination, roadway design, and ADA Compliance. Design of utility relocations is not included in this scope of work.

### DESIGN SERVICES

The following design services shall align with the tasks set forth in **Attachment C – Compensation**.

#### 1. Roadway / Street

Juniper and Fairfield will be redesigned to a new two (2) lane local roadway per City of Norman Standard Typical Section. All drainage shall be surface drainage with a positive flow downstream to connecting streets. All driveways and sidewalks shall be designed to meet the most current version of the ADA, AASHTO, and PROWAG guidelines.

#### Juniper Lane

The proposed design is the reconstruction of the street with a new concrete or asphalt roadway with concrete curb and gutter and sidewalks on both sides. Roadway design shall meet City of Norman Standards and Specifications.

#### Fairfield Drive

The proposed design is the reconstruction of the street with a new 26-foot-wide concrete roadway with concrete curb and gutter. Roadway design shall meet City of Norman



Standards and Specifications.

**2. Traffic**

Phased traffic control will be designed to facilitate construction to allow a minimum of one-way traffic through the duration of construction and access to all residents along project corridor.

**3. Survey**

Topographic survey will be provided along the corridor from the centerline Juniper Lane and the centerline of Fairfield Drive from 10 feet outside of right-of-way and 20 feet outside each residential driveway at the right-of-way. The survey will also include a minimum of 100 feet or through the first driveway, whichever distance is greater, in all directions at all side street and cross street intersections.

Survey control will be based on the City of Norman Control network and will include 1-foot contour intervals with spot elevations at all key locations such as drainage features, sanitary sewer manholes, etc. Survey will denote the location of all visible utilities, those identified through OKIE 811 requests and any obtained from the City of Norman utility atlas maps. Additional items to be shown include all improvements within the scope areas such as drives, parking lots, landscaping, etc.

The CONSULTANT will notate identification/ownership of all adjoining properties and their rights-of-way and/or easements along the surveyed corridor.

Landowner notifications, generation of exhibits/legal descriptions for obtaining new rights-of-way/easements, right-of-way acquisition services, and survey data sheets are not provided as part of this contract but can be added through amendment as needed.

**4. Geotechnical Testing**

Roadway geotechnical investigation will include five (5) borings to be drilled on alternating sides of the roadway. The borings will include two (2) along Juniper and three (3) along Fairfield. The borings will extend 36 inches beneath the existing pavement and will consist of grab samples at depths of material changes. Dynamic Cone Penetrometer (DCP) testing will also be performed in the borings. In the laboratory, testing will include water content, Atterberg limits and full sieve analysis, which will be performed on selected recovered samples. Soil samples will be classified in accordance with AASHTO and Unified Soil Classification Systems. In addition, two (2) Standard Proctor and California Bearing Ratio (CBR) tests will be performed on representative composite bulk samples.

Pavement subgrade and section recommendations for the full-depth reconstruction will be included. Both a concrete and asphalt pavement design will be provided.

Bridge geotechnical, retaining wall geotechnical and sign/light pole foundation recommendation are not provided as part of this contract but can be added through amendment as needed.

**5. Right-Of-Way (R/W)**

Right-of-way is not anticipated on this project. The CONSULTANT is not expected to prepare exhibits/legal descriptions. R/W plans, R/W Staking, and acquisition assistance is not included as part of this contract but can be added through amendment.

## **6. Utilities**

The CONSULTANT will provide utility investigations along the corridor for the Preliminary (30%) Plan and Design Analysis milestone in coordination with the CITY. The CONSULTANT will discuss the level, location, and requirements for spot or segment wide subsurface investigations at that time with the CITY. Subsurface utility Investigations are not included as part of this contract but can be added through amendment.

The CONSULTANT will provide a color-coded Utility Map according to OKIE 811 color coding along the corridor.

The CONSULTANT shall help coordinate and attend utility meetings at each milestone, as needed. Utility coordination will include communication with utility companies and the City's utility department.

Design of utility relocations is not included in this scope of work but can be added through amendment.

## **7. Construction**

### **a. Bidding**

Once the final opinion of probable construction cost are accepted by the OWNER, the CONSULTANT shall:

- Attend the Pre-Bid Meeting and provide information to the OWNER as appropriate to clarify, correct, or change the bidding documents; the OWNER will submit any required Addenda.
- Analyze and evaluate bids in order to make a written recommendation for award to the OWNER.

### **b. Construction Support**

CONSULTANT shall attend a Pre-Construction Meeting and will be available throughout construction to answer questions, including formal Requests for Information (RFIs), and assist the OWNER as necessary, helping to resolve any complications or conflicts that may arise. If shop drawings are to be produced during construction, CONSULTANT will be available to assist the OWNER in review. CONSULTANT shall attend regularly scheduled monthly progress meetings as requested (up to 6 meetings).

### **c. Record Drawings**

Record Drawings will be prepared and submitted to the OWNER based upon field documents provided by the construction administrator.

## **MEETINGS**

The CONSULTANT shall schedule milestone meetings or conference calls with the OWNER to discuss current project status, upcoming milestones, and any issues arising on the project. Brief weekly conference calls between the OWNER Project Manager and CONSULTANT Project Manager shall be conducted.

## DESIGN CRITERIA

The design and plans shall conform to current (at the time of bidding) Federal, State of Oklahoma, City of Norman, and American Association of State Highway and Transportation Officials (AASHTO) policies and standards unless modified in writing at the direction of the OWNER.

## DELIVERABLES

The CONSULTANT shall provide monthly project status updates that include (but are not limited to) schedule updates, action items, and the anticipated submittal date for upcoming milestones. CONSULTANT shall make available all design calculations upon request. CONSULTANT shall complete thorough quality control reviews prior to the submittal of all deliverables.

### 1. Design Plans – 30/60/90 Milestone Schedule

#### a. Plan Requirements

Plan submissions will include both hard-copy and electronic deliverables. The hard-copy submittal shall consist of one (1) 24 x 36-inches (full-size) and (4) 11 x 17-inches (half-size) plan sets printed to scale (per ODOT standards) and delivered to the City of Norman Engineering Department.

#### b. Preliminary (30%) Plans

The 30% Preliminary Design Submittal should include, but is not limited to, the following:

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Roadway Plan and Profile Sheets
- Opinion of Probable Construction Cost
- Updated Design Schedule

#### c. 60% Plans

The 60% Preliminary Design Submittal should include, but is not limited to, the following:

- Title Sheet (with sheet index and standard drawings listed)
- Typical Section/Detail Sheet
- Horizontal Control Sheet
- Storm Water Management Plan
- Roadway Plan and Profile Sheets
- Sign and Striping Sheets
- Demolition Sheets
- Estimate of Earthwork
- Preliminary Cross Sections
- Preliminary Construction Sequencing
- Opinion of Probable Construction Cost
- Updated Design Schedule

**d. Plans, Specifications, and Estimate (PS&E) Submittal**

The 100% Final Design Submittal should include, but is not limited to, the following:

- Title Sheet
- Typical Section/Detail Sheet
- Pay Item Lists and Notes
- Summary Sheets
- Horizontal Control Sheet
- Storm Water Management Plan
- Erosion Control Sheets
- Roadway Plan and Profile Sheets
- Signing and Striping Sheets
- Demolition Sheets
- Final Estimate of Earthwork
- Final Cross Sections
- Detail Sheets
- Sequence of Construction & Traffic Control Plans
- Final Opinion of Probable Construction Cost

**ADDITIONAL SERVICES NOT INCLUDED**

1. Environmental Mitigation Plans such as Wetlands, LUST, Hazmat, Section 404 Permitting, etc.
2. Full time construction inspection or observation
3. Construction surveying or surveying for as-built conditions
4. Proposed Right-of-Way or Preparation of Legal Descriptions and Tract Maps
5. Property Acquisition
6. Appraisals - Negotiations & Acquisitions
7. GIS mapping services or assistance with these services
8. Providing renderings, model, and mock-ups
9. Utility Relocation Design
10. Subsurface and/or potholing for utility locations
11. HEC-RAS Modeling
12. Federal, State, or Local Permits
13. Roadway and Pedestrian Lighting Design
14. Assisting OWNER in preparing for, or appearing at litigation, mediation, arbitration, dispute review boards, or other legal and/or administrative proceedings in the defense or prosecution of claims disputes with Contractor(s).
15. Design, contract modifications, studies or analysis required to comply with local, State, Federal or other regulatory agencies that become effective after the date of this agreement.

16. Plan Revisions: Plan revisions (minor alterations) are expected and therefore are included as part of our services in the base contract. Although, if plan adjustments exceed normal revisions or if a complete redesign is required then additional services shall be negotiated to meet an adjusted scope of services.

**ATTACHMENT B  
PROJECT SCHEDULE**

Article 4 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

It is understood and agreed that the date of beginning, rate of progress, and the time of completion of SERVICES under this AGREEMENT are essential provisions of this AGREEMENT. It is further understood and agreed that the services under this AGREEMENT shall commence upon execution of the AGREEMENT between OWNER & CONSULTANT and after receipt of a written Notice to Proceed from CONSULTANT. The parties mutually agree that time is of the essence in the performance of this AGREEMENT in order for OWNER to have advantage of existing funding. SUBCONSULTANT agrees to provide SERVICES for each phase of PROJECT as stated in Attachment A – Scope of Services, in accordance with the time frame as stated below:

TASK/MILESTONE	ANTICIPATED COMPLETION DATE
Notice to Proceed	March 8, 2022
Survey	March 21, 2022 (10 Days)
30% Plans	March 28, 2022 (6 Days)
60% Plans	May 5, 2022 (28 Days)
Final Plans	May 25, 2022 (14 Days)
Bid Advertisement	May 26, 2022

The parties further agree that CONSULTANT will meet this schedule using standards and procedures for their submissions consistent with those currently used by Engineers/Surveyors practicing in Oklahoma. This schedule excludes the governing agency review time (except as provided above) and any time lost while CONSULTANT is waiting for direction either by government agency or OWNER, and any excusable delays as described in Article 15 of the AGREEMENT.

Dates indicated are dependent upon timely review by OWNER & ~~ODOT~~, Environmental Clearance, Right-of-Way Acquisition, Utility Relocations, and other factors beyond direct control of CONSULTANT.

### ATTACHMENT C COMPENSATION

Article 5 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

The CONSULTANT agrees to perform the SERVICES identified in **Attachment A – Scope of Services**, in accordance with the limitations and conditions set forth in the AGREEMENT to pay a lump sum amount of \$ 80,000 unless changed or modified by a mutually executed contract amendment between the OWNER and the CONSULTANT.

The OWNER shall pay the CONSULTANT for completion of the SERVICES of each task identified in **Attachment A – Scope of Services**, in accordance with the amounts stated below:

#### SCOPE OF SERVICES

Task 1: Survey	\$	7,700
Task 2: Preliminary (30%) Plans	\$	10,100
Task 3: 60% Plans	\$	23,600
Task 4: Plans, Specifications, and Estimate (PS&E) Submittal	\$	19,400
Task 5: Bidding / Construction Support / Record Drawings	\$	9,600
Task 6: Geotechnical Investigations	\$	9,600
<b>PROJECT TOTAL (LUMP SUM)</b>	<b>\$</b>	<b>80,000</b>



Other services that are not associated with the agreed Scope of Services shall be considered as additional services. Additional services would include OWNER directed work that is clearly outside of the Scope of Services in Attachment A. The fee structure for additional services shall be based on time and expense from CONSULTANT's Professional Hourly Rates. CONSULTANT will notify OWNER for OWNER's approval before proceeding.

### **HOURLY RATE SCHEDULE**

#### **Professional Services:**

Principal	\$260.00
Associate	\$224.00
Client Manager	\$204.00
Team Lead	\$191.00
Project Manager	\$185.00
Project Engineer III	\$174.00
Project Engineer II	\$165.00
Project Engineer I	\$153.00
Engineer Level II	\$142.00
Engineer Level I	\$130.00
Engineering Technician II	\$123.00
Engineering Technician I	\$112.00
CAD Technician	\$100.00
GIS Technician I	\$78.00
Survey Technician I	\$78.00
Survey Technician II	\$92.00
Survey Manager	\$158.00
Survey Crew - One-Man	\$138.00
Survey Crew - Two-Man	\$215.00
Survey Crew - Scanner	\$297.00
Construction Services Administrator	\$148.00
Resident Project Representative II	\$118.00
Resident Project Representative I	\$109.00
Administrative	\$112.00
Clerical	\$80.00
Intern	\$54.00

#### **Expenses:**

Xerox Copies Letter or Legal	\$0.15 per copy
Xerox Copies Ledger	\$0.25 per copy
Plot Prints	\$0.75 per S.F.
Color/Mylar Plot Prints	\$1.75 per S.F.
Mileage	IRS Allowable

The rates and expenses described may be revised annually.

### **REIMBURSABLE EXPENSES**

The following expenses shall be considered as reimbursable expenses:

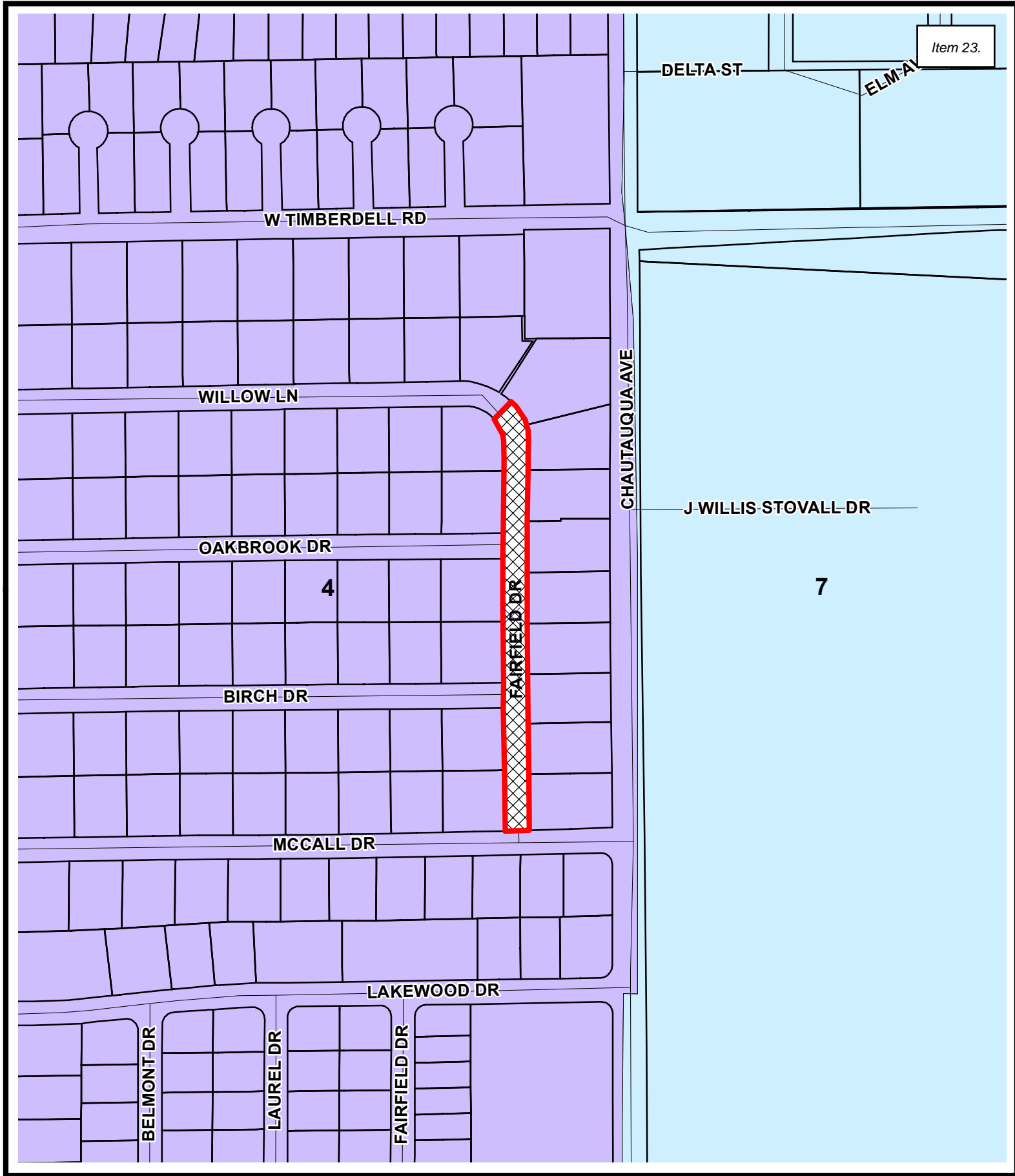
- Application and Review Fee(s) to Applicable Government Agency
- Cost of ownership list and/or title work required
- Travel expenses to include lodging, transportation & meals
- Shipping and postage
- Plotting and reproduction for progress meetings, presentations and submittals
- Large format scans and colored plots (11" x 17" and larger documents)
- Board mounted presentation graphics

## **ATTACHMENT D OWNER'S RESPONSIBILITIES**

ARTICLE 6 of the AGREEMENT is amended and supplemented to include the following agreement of the parties.

### **OWNER RESPONSIBILITIES**

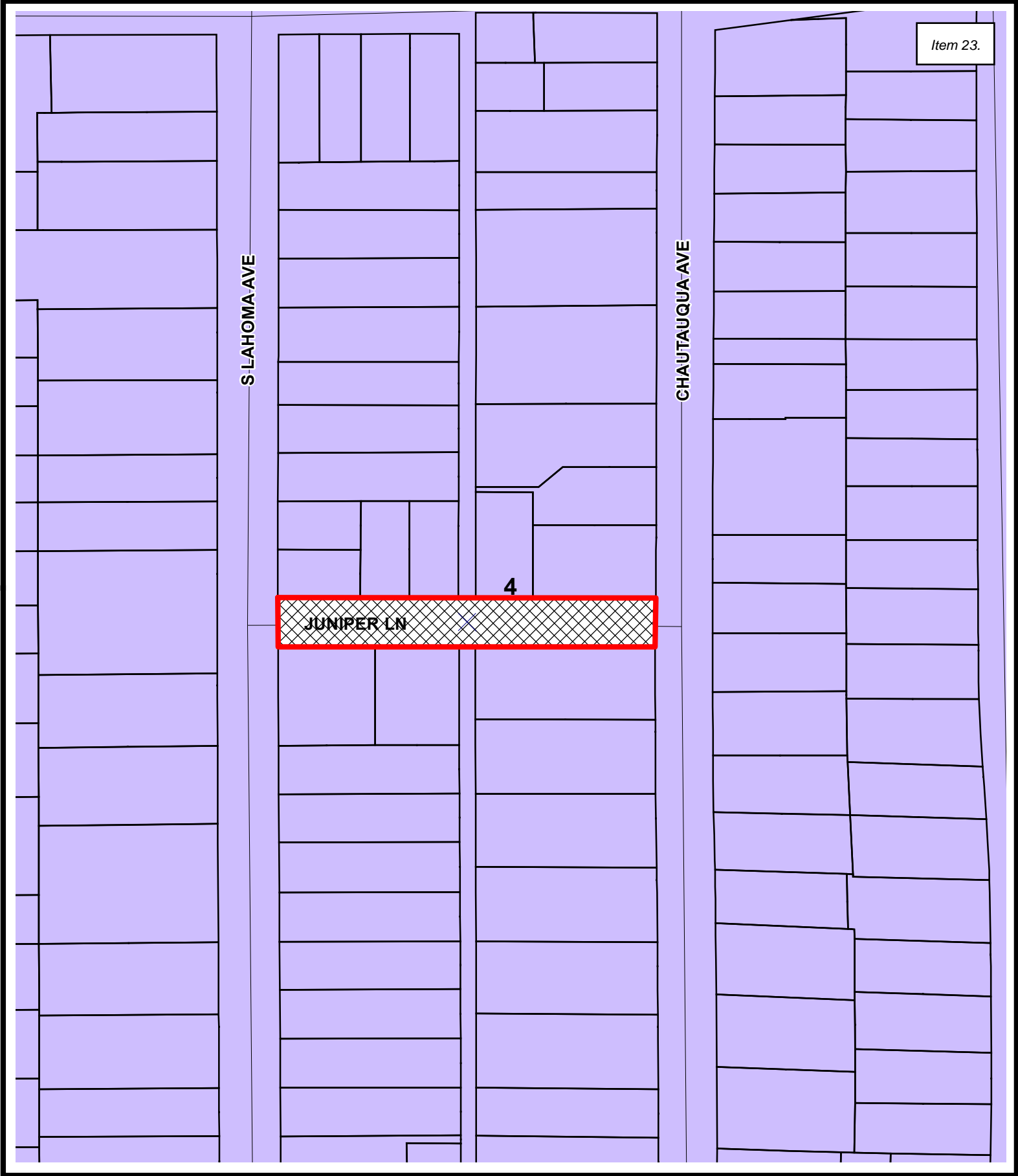
1. The OWNER shall furnish to the CONSULTANT all available information pertinent to PROJECT including previous reports, construction plans and any other data relative to design and construction of the PROJECT.
2. The OWNER shall be responsible for all permit fees.
3. The OWNER shall examine all studies, 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 furnish assistance in locating existing OWNER-owned underground utilities and expediting their relocation in preparation for construction.
7. 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.



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.

## Fairfield Drive



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.

## Juniper Lane

**File Attachments for Item:**

24. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONGESTION MITIGATION AIR QUALITY (CMAQ) SMALL GRANT IN THE AMOUNT OF \$186,000 FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS TO BE USED TO BUILD TWO (2) ELECTRIC VEHICLE CHARGING STATIONS LOCATED AT CITY HALL, CONTRACT K-2122-107, AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/22

**REQUESTER:** Michele Loudenback, Environmental and Sustainability Manager

**PRESENTER:** Michele Loudenback, Environmental and Sustainability Manager

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONGESTION MITIGATION AIR QUALITY (CMAQ) SMALL GRANT IN THE AMOUNT OF \$186,000 FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS TO BE USED TO BUILD TWO (2) ELECTRIC VEHICLE CHARGING STATIONS LOCATED AT CITY HALL, CONTRACT K-2122-107, AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.

---

### **BACKGROUND:**

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

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

### **DISCUSSION:**

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

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

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

On November 30, 2022, City Council approved Resolution R-2122-65 (City of Norman City Hall EV Charger Project) requesting Congestion Mitigation Air Quality – Public Fleet Conversion Grant Funding for 76% of the anticipated \$246,000 construction cost.

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

Of the anticipated construction costs of \$246,000, 76% (\$186,000) would be reimbursed by the Congestion Mitigation Air Quality- Public Fleet Conversion Grant Funding through ACOG and the remaining 24% (\$60,000) would be provided in local match. The \$186,000 in CMAQ funding would be reimbursed to the City once the project is completed.

To complete the project, the following appropriations are needed:

1. \$186,000 appropriation from Special Revenue Fund Balance (22-29000) to Project BG0086, Construction (22550480-46101); and
2. \$60,000 appropriation from Capital Fund Balance (50-29000) to Project BG0086, Construction (50594408-46101).

Funds received as reimbursement under the grant will be recorded into the Special Grants Fund Revenue (225-333364).

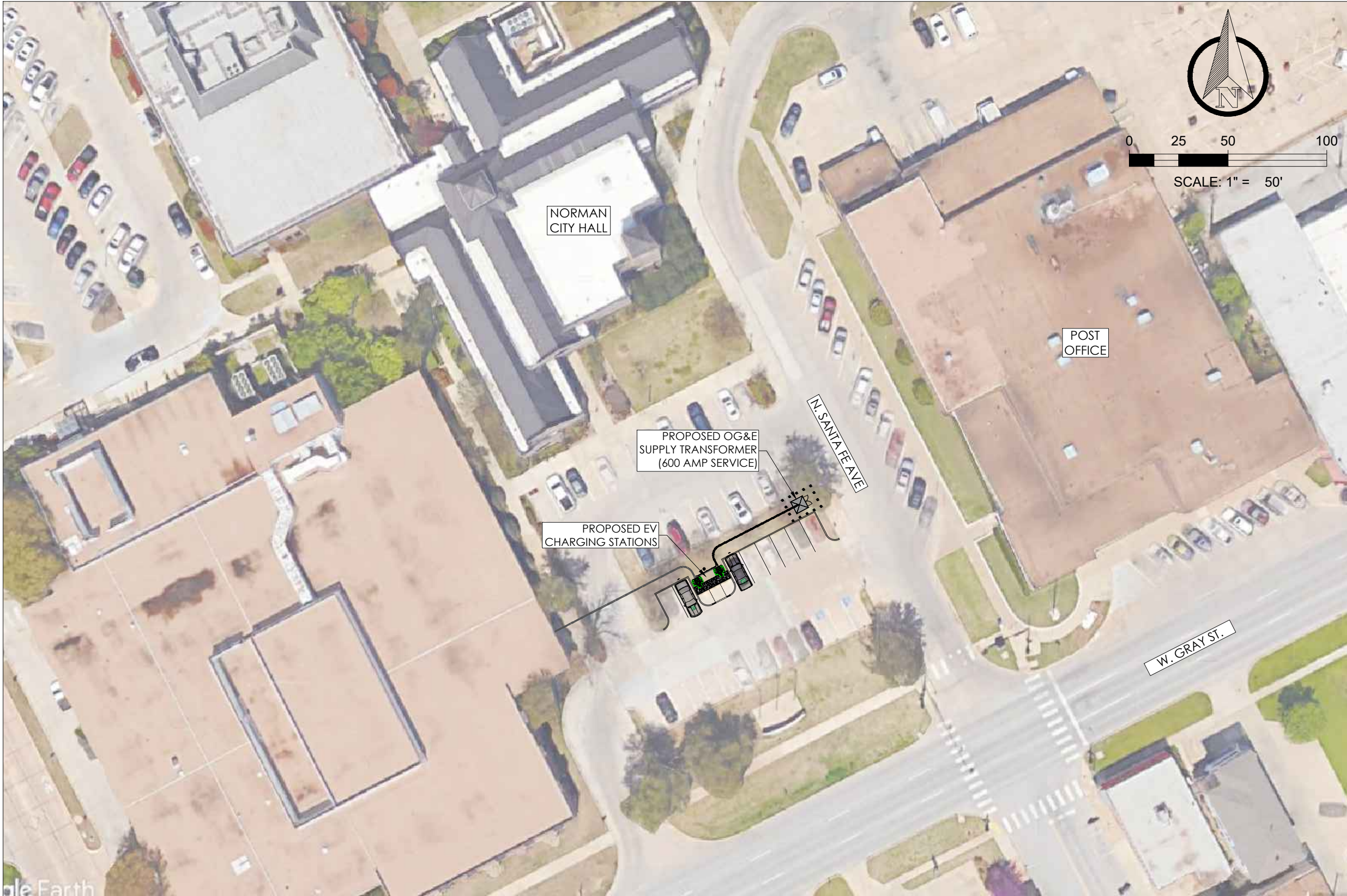
#### **RECOMMENDATION NO. 1:**

Staff recommends approval of Contract K-2122-107, a grant contract with ACOG accepting the CMAQ Funding in the amount of \$186,000 for an eligible public fleet conversion project consisting of two (2) dual DC fast electric vehicle charging stations.

#### **RECOMMENDATION NO. 2:**

Staff recommends an appropriation of \$186,000 from Special Revenue Fund Balance (22-29000) for project expenses for the grant-funded portion and \$60,000 from the Capital Fund Balance (50-29000) to cover project expenses for the City-Funded portion to Project BG0086, City Hall Electric Vehicle Charging Station, Construction (22550480-46101).





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TEL: 417.624.2333  
FAX: 417.624.2441  
EMAIL: jbolte@smallarrow.com

SMALL ARROW ENGINEERING, LLC.  
CERTIFICATES OF AUTHORIZATION:  
MISSOURI: E-2010013647  
KANSAS: E-1930  
ARKANSAS: 2097  
OKLAHOMA: 5937

NOT FOR CONSTRUCTION

JOHN H. BOLTE - PROFESSIONAL ENGINEER  
MO LIC E22511 OK LIC 18035  
KS LIC 14094 AR LIC 14310

CITY HALL EV CHARGING STATION  
CITY OF NORMAN  
201 W. GRAY ST.  
NORMAN, OK 73069  
SITE PLAN - ACOG CONCEPT

SURVEY BY: N/A PROJECT #: 21044  
DRAWN BY: CAD DATE: 11/15/21  
CHECKED BY: JHB SCALE: 1"= 50'

PROJECT: EV CHARGING

SHEET DESC: CONCEPT

SHEET: 1 OF 2

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CITY HALL EV CHARGING STATION  
CITY OF NORMAN  
201 W. GRAY ST.  
NORMAN, OK 73069  
SITE PLAN - ACOG CONCEPT

SURVEY BY: N/A	PROJECT #: 21044
DRAWN BY: CAD	DATE: 11/15/21
CHECKED BY: JHB	SCALE: 1"= 10'
PROJECT: EV CHARGING	
SHEET DESC: CONCEPT	
SHEET: 2	OF: 2

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Grant # R1-2022 NORMAN

K-2122-107

**PUBLIC FLEET CONVERSION GRANT CONTRACT**  
**BETWEEN THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS**  
**AND**  
**CITY OF NORMAN**  
(CFDA 20.205)

This Grant Contract, by and between the Association of Central Oklahoma Governments, hereinafter referred to as "ACOG" and the City of Norman hereinafter referred to as the "Grantee," is for the provision of reimbursement of certain costs incurred for the purchase two (2) dual DC fast charging stations as further defined in the "SCOPE OF SERVICES."

**Amount of Grant not to exceed:** One hundred and eighty-six thousand dollars (\$186,000.00)

Grantee Federal Employer Identification: 73-6005334

**A. SCOPE OF SERVICES**

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
- A.2. The intention of ACOG in awarding these grant funds is to seed the advancement of alternative fuel vehicles, certain hybrid vehicles, and alternative fuel infrastructure as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments. The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this project is 20.205, title Highway Planning and Construction.
  - A.2.a. Grantee agrees that all equipment, parts, vehicles purchased with ACOG Public Fleet Conversion Grants funds, hereinafter referred to as "ACOG CLEAN AIR Public Fleet Grants," will be new and unused.
  - A.2.b. Funds are intended to defray costs related to the purchase of two (2) dual DC Fast Charging electric vehicle charging stations.
  - A.2.c. Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of these vehicles, or equipment, remains with and will be the sole responsibility of the Grantee.
  - A.2.d. Grantee shall be solely responsible for all ongoing maintenance of the vehicle(s) or equipment.
  - A.2.e. Grantee will prominently and visibly mark all ACOG CLEAN AIR Public Fleet Grants-funded vehicles, fueling or charging station(s) in such a way that promotes alternative fuels or clean fuel vehicle technology, and clean air. Acceptable station signage shall include station banners, flags, marquees, pump toppers and pump wraps or other prominent pump signage. Acceptable vehicle signage shall include vehicle wraps or partial wraps, prominent slogans affixed to the vehicles,

and the like. This signage shall remain affixed to fuel dispensers, and vehicles until the grant-funded equipment and/or vehicles are retired from Grantee's fleet service.

A.2.f. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded vehicles with the following: "Funded in partnership with ACOG" or "Funded in Partnership with (ACOG logo)."

A.2.g. Grantee will visibly and distinctly label all ACOG CLEAN AIR Public Fleet Grants-funded *infrastructure* project with the following: CLEAN AIR Fueling Project funded in partnership with the Association of Central Oklahoma Governments or CLEAN AIR Fueling Facility funded in partnership with the Association of Central Oklahoma Governments.

- A.3. **Progress Reports:** Grantee shall provide to ACOG quarterly progress reports once the contract has been executed and a notice to proceed is issued. The quarterly reports should consist of a short summary of the status of the project and any issues that may have come up.

A.3.a. Project Completion: Once the project is operational/complete the grantee will provide ACOG notification that the project is operational/complete to ensure the tracking of annual reporting. Any missing quarterly reports or the notification that the project is operational/complete will delay the process of reimbursement.

- A.4. **Annual Reports:** Grantee shall provide to ACOG a minimum of four (4) annual reports covering 12 full months of project operation. These reports are due each year after the project is complete and additional reporting should occur each year after on this date. The maximum number of required annual reports period shall not exceed five (5) years. Missing or late annual reports will delay the process of reimbursement.

A.4.a. Annual Reports for vehicle projects shall include annual odometer readings, annual fuel/electricity consumption records, any maintenance or repair records and costs other than normal, routine vehicle maintenance associated with each vehicle purchased with ACOG CLEAN AIR Public Fleet Grants funds.

A.4. b. Annual reports for fueling/charging infrastructure projects shall include the amount of fuel(s) or electricity dispensed at the station(s), the number of grantee owned vehicles refueling/charging at the station(s), maintenance and repair records and written documentation of all other cost associated with the station equipment and installation purchase with ACOG CLEAN AIR Public Fleet Grants funds.

## **B. GRANT CONTRACT TERMS**

- B.1. ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing the date of the notice to proceed.
- B.2. Reporting requirements as described in Sections A.4.,A.4.a A.4.b. of this Grant Contract shall be effective for the period commencing from the date of the notification to proceed from ACOG and ending no later than five years after project completion, herein after to as Part II of Contract terms.

## C. PAYMENT TERMS AND CONDITIONS

C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed; one hundred and eighty-six thousand dollars (\$186,000.00).

C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the purchase of two (2) dual electric vehicle charging stations as described in Section A.2.b., not to exceed the maximum liability established in Section C.1.

C.2.a. Allowable Costs are further defined as excluding any expenses such as personnel cost, land acquisition costs, administrative and legal expenses, appraisals, architectural and engineering fees, project inspection fees, site work, demolition and removal.

C.2.b. The grantee shall submit invoices accompanied by a bill of sale, retail sales order or other documentation as further described in Sections C.3.a through C.3.d, within 30 days of project completion.

C.3. **Invoice Requirements:** Grantee shall invoice ACOG with all necessary and supporting documentation, to:

ACOG

Attention: Eric Pollard, Air Quality and Clean Cities Coordinator

4205 North Lincoln Blvd.

Oklahoma City, Oklahoma 73105

Telephone: 405-778-6175

Email: [EPollard@acogok.org](mailto:EPollard@acogok.org)

C.3.a. Each invoice shall clearly and accurately detail the following required information:

- (1) Invoice/Reference Number (assigned by the Grantee);
- (2) Invoice Date;
- (3) Grant Contract Number (assigned by ACOG to this Grant Contract);
- (4) Grantee Name;
- (5) Grantee Federal Employer Identification Number (as referenced in this Grant Contract) & CFDA 20.205
- (6) Grantee Remittance Address;
- (7) Grantee Contact (name, phone, and/or email for the individual to contact with invoice questions);
- (8) Complete Itemization of Reimbursement Requested which shall include Documentation of Paid Expenses and shall include each of the following:

An Itemized Bill of Sale or sales order for each vehicle purchased, including VIN number.

An Itemized Bill of Sale or sales order for each vehicle conversion, upfit, and/or engine repower to include separate line itemizations for the following:

1. Labor costs
2. Cost of each alternative fuel system equipment package (exclusive of fuel tanks)

3. Itemized Bill of Sale or sales order for all fueling infrastructure storage and dispensing equipment
4. Total Reimbursement Amount Requested

- C.3.b. Each invoice shall be accompanied by a copy of the EPA emissions certification for each conversion, upfit, and/or engine repower unless the engine is EPA certified.
- C.3.c. Each invoice shall be accompanied by proof of removal from fleet and/or scrappage of vehicle(s), as applicable. Documentation for the vehicle listed in the contract for removal will include the VIN number of any/all vehicles scrapped.
- C.3.d. Each invoice shall be accompanied by a digital photo file(s) of the project displaying required labeling and signage promoting alternative fuels or clean fuel vehicle technology, and clean air.
- C.4. The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Section A.2.b. and Sections C.2., C.2.a., C.2.b. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for **reimbursement must be received by ACOG no later than August 31, 2023** to include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. The Grantee's failure to provide an invoice to ACOG by August 31, 2023 as required, shall result in the Grantee being deemed ineligible for reimbursement under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.4.c. All invoices for reimbursement for costs incurred through June 30, 2022 for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2022. The same applies to any subsequent fiscal years.
- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for eligible expenses relating to the purchase of vehicles, equipment, materials, labor and installation, review and process invoice as well as request reimbursement from ODOT for grantee's expenditures. Once ODOT has provided reimbursement for grantee's expenditures ACOG will issue payment to grantee.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs.

#### D. STANDARD TERMS AND CONDITIONS

- D.1. **Required Approvals:** ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is executed and a letter of Notice to Proceed is issued to Grantee.
- D.3. **Modification and Amendment:** This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.

- D.4. **Termination for Cause:** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.
- D.5. **Records:** The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final report and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. **Progress Reports:** The Grantee shall submit brief, quarterly progress reports, as described in Section A.3., to ACOG in addition to annual reports as described in Sections A.4 through A.4.b.
- D.7. **ACOG Liability:** ACOG shall have no liability except as specifically provided in this Grant Contract.
- D.8. **Force Majeure:** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics or any other similar cause.
- D.9. **State and Federal Compliance:** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. **Completeness:** This Grant Contract is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

#### **E. SPECIAL TERMS AND CONDITIONS**

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts:** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight



courier service with an asset tracking system, or by EMAIL or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address, facsimile number, or EMAIL address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

**ACOG:**

Eric Pollard, Air Quality and Clean Cities Coordinator  
4205 North Lincoln Blvd.  
Oklahoma City, Oklahoma 73105  
405-234-2264  
[epollard@acogok.org](mailto:epollard@acogok.org)

**Grantee:**

Michele Loudenback, Environmental and Sustainability Manager  
City of Norman  
201 A West Gray Street  
Norman, OK 73069  
405-217-7761  
[Michele.Loudenback@NormanOK.gov](mailto:Michele.Loudenback@NormanOK.gov)

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. **Hold Harmless:** To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS

By: \_\_\_\_\_

Date: \_\_\_\_\_

Mark W. Sweeney, AICP, Executive Director

REVIEWED for form and legality.

By: \_\_\_\_\_

Date: \_\_\_\_\_

Pete White, ACOG General Counsel

THE CITY OF NORMAN

By: \_\_\_\_\_

Date: \_\_\_\_\_

Breea Clark, Mayor

ATTEST

\_\_\_\_\_  
Brenda Hall, Secretary

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**File Attachments for Item:**

25. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONGESTION MITIGATION AIR QUALITY (CMAQ) SMALL GRANT FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) IN THE AMOUNT OF \$120,000 TO BE USED FOR AN ELIGIBLE TRANSIT IMPROVEMENT PROJECT CONSISTING OF NEW BUS STOPS ASSOCIATED WITH THE RECOMMENDED ROUTE NETWORK IN THE GO NORMAN TRANSIT PLAN; APPROVAL OF CONTRACT K-2122-109; AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 3/8/2022

**REQUESTER:** Taylor Johnson, Transit and Parking Program Manager

**PRESENTER:** Shawn O'Leary, Director of Public Works

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A CONGESTION MITIGATION AIR QUALITY (CMAQ) SMALL GRANT FROM THE ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS (ACOG) IN THE AMOUNT OF \$120,000 TO BE USED FOR AN ELIGIBLE TRANSIT IMPROVEMENT PROJECT CONSISTING OF NEW BUS STOPS ASSOCIATED WITH THE RECOMMENDED ROUTE NETWORK IN THE GO NORMAN TRANSIT PLAN; APPROVAL OF CONTRACT K-2122-109; AND BUDGET APPROPRIATIONS AS OUTLINED IN THE STAFF REPORT.

### BACKGROUND:

Each year, the Association of Central Oklahoma Governments (ACOG) issues a Call for Projects for the Congestion Mitigation Air Quality – CMAQ Small Grant Funding cycle. The grant program is designed to fund small transportation infrastructure projects and congestion relief efforts that strive toward the improvement of regional air quality.

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

### DISCUSSION:

Every five years, ACOG, as the Metropolitan Planning Organization (MPO), completes a long-range, Metropolitan Transportation Plan that projects Central Oklahoma’s growth over a three-decade period and identifies necessary changes to the region’s transportation network. The most recent plan, Encompass 2040 adopted in 2016, included a series of goals and strategies to guide transportation planning efforts into the future. Of those strategies, ACOG’s Air Quality Small Grant Program has been developed to address (1) the promotion of alternate modes of

transportation, (2) investment in projects that enhance the efficiency of the existing transportation system, (3) provision of efficient connections within and between modes and facilities, and (4) encourage procedures that preserve traffic operations.

The Go Norman Transit Plan, adopted in June 2021, contains a series of recommendations and priorities for investments in the City's public transportation system. The main, near-term recommendation is to adjust the transit route network to make it easier to use for the passengers. With this route network adjustment, there is a need to establish 80 new bus stops, discontinue 49 existing stops, while leaving 63 existing stops unchanged. This would result in a total of 149 stops in the City of Norman, an increase of 37 bus stops. The proposed, preliminary estimate outlined in the Go Norman Transit Plan for each new bus stop is \$2,000. This includes a concrete landing pad and associated signage. Some stop locations may be more or less depending on site specific situations.

On November 30, 2021 City Council approved Resolution R-2122-54 (New Bus Stops Associated with the Recommended Route Network in the Go Norman Transit Plan) requesting Congestion Mitigation Air Quality-AQ Small Grant Funding for 75% of the anticipated \$160,000 construction cost.

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

Of the anticipated construction costs of \$160,000, 75% (\$120,000) would be provided in the Congestion Mitigation Air Quality- CMAQ Small Grant through ACOG and the remaining 25% (\$40,000) would be provided in local match. The \$120,000 in CMAQ funding would be reimbursed to the City once the project is completed.

#### **RECOMMENDATION:**

1. Staff recommends accepting the Congestion Mitigation Air Quality - CMAQ Small Grant Funding in the amount of \$120,000 for an eligible transit improvement project consisting of new bus stops associated with the recommended route network in the Go Norman Transit Plan.
2. Staff recommends approval of contract K-2122-109.
3. Staff recommends an appropriation of \$120,000 from Special Revenue Fund Balance (22-29000) to Construction (Account 22550480-46101; Project BG0085) and of \$40,000 from Capital Fund Balance (50-29000) to Construction (Account 50593379-46101; Project BG0085) to cover project expenses until the project is complete. When reimbursement under the grant of \$120,000 is sent to the City it should be recorded into Special Grant Fund, Revenue (account 225-333364).

Grant #: CMAQ2022-03

K-2122-109

**AIR QUALITY SMALL GRANT CONTRACT**

**BY AND BETWEEN THE**

**ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS**

**AND**

**THE CITY OF NORMAN**

This Grant Contract, dated the \_\_\_\_ day of \_\_\_\_\_, 2022, by and between the Association of Central Oklahoma Governments, a public agency (hereinafter “ACOG”), and the City of Norman, a city located within the Central Oklahoma Transportation Management Area, (hereinafter “Grantee”) is for the provision of reimbursement of certain costs incurred for the installation of 80 bus stops throughout Norman as further defined in the "SCOPE OF SERVICES."

**Amount of Grant not to exceed: \$120,000.**

**A. SCOPE OF SERVICES**

- A.1. The Grantee shall provide all services and deliverables as required, described, and detailed by this Scope of Services and incorporating the RFP issued by ACOG on Friday, October 1, 2021, and the Grantee’s application in response thereto dated November 19, 2021, and shall meet all service and delivery timelines specified in the Scope of Services section or elsewhere in this Grant Contract.
  - A.1.a. Grantee agrees these grant funds shall be used for the provision of reimbursement of certain costs incurred for the installation of 80 bus stops throughout Norman. Each bus stop will include an ADA-compliant concrete bus landing pad and sign. Marketing, promotion, education, and branding (i.e., decals, signage) associated with the project are included as allowable costs.
  - A.1.b. Grantee shall provide local matching funds of \$40,000.
  - A.1.c. Grantee shall obtain all required City permits and approvals.
  - A.1.d. Grantee shall ensure all infrastructure components of this project are accessible to the public and available for public use.
  - A.1.e. Grantee shall publish press release announcing installation of infrastructure. Grantee shall monitor infrastructure for regular usage and collect data. Grantee shall provide data electronically to ACOG as part of annual reports described in Section A.4.
  - A.1.f. Grantee will visibly and distinctly brand all ACOG Air Quality Small Grant-funded infrastructure project components with the current ACOG logo and brand standards, to be furnished by ACOG.

- A.1.g. The Grantee, or a party identified in a signed, binding document submitted as part of the grant application, shall be solely responsible for all ongoing maintenance of infrastructure and required branding to ensure functionality until the end of the infrastructure's useful life or until such time as it is no longer practical or feasible to continue to maintain. All infrastructure and branding maintenance costs are the responsibility of the Grantee.
- A.2. **CMAQ Funding:** The intention of ACOG in awarding these grant funds is to fund transportation projects or programs that will contribute to attainment or maintenance of the National Ambient Air Quality Standards (NAAQS) for ozone, carbon monoxide, and particulate matter as delineated by the Federal Highway Administration's Congestion Mitigation Air Quality (CMAQ) funding guidelines within the Central Oklahoma region to reduce vehicle emissions and to support the Clean Air Act and its amendments. The State of Oklahoma considers ACOG a subrecipient of the federal funds it receives as reimbursement under this Agreement. The Catalog of Federal Domestic Assistance (CFDA) number for this Project is 20.205, title Highway Planning and Construction.
- A.3. **Progress Reports:** Grantee shall provide to ACOG quarterly project progress reports once the contract has been executed and a Notice to Proceed is issued. Progress reports are required until such time as all grant-funded materials and infrastructure have been purchased and installed and final reimbursement requests are provided to ACOG.
- A.3.a. **Project Completion:** Once the project is operational/complete, Grantee will provide ACOG notification that the project is operational/complete to ensure the tracking of annual reporting.
- A.4. **Annual Reports:** Grantee shall provide to ACOG a minimum of three (3) annual reports covering at least 12 full months of project operation. The first annual report should cover the period commencing with project completion and ending with the first anniversary of project completion. Additional reporting should occur each following year on that date.

## **B. GRANT CONTRACT TERMS**

- B.1. ACOG shall have no obligation for costs incurred by the Grantee outside the period commencing with the Notice to Proceed date and ending 24 months after the Notice to Proceed date, hereinafter referred to as Part I of Contract Terms.
- B.2. Reporting requirements as described in Section A.3. of this Grant Contract shall be effective for the period commencing with the Notice to Proceed date and ending with the date of project completion, hereinafter referred to as Part II of Contract Terms.
- B.3. Reporting requirements as described in Section A.4. of this Grant Contract shall be effective for the period commencing with the first anniversary of project completion and ending not later than three years after project completion, hereinafter referred to as Part III of Contract Terms.
- B.4. ACOG presently has CMAQ funds available, allocated through the Federal Highway Administration and administered by the Oklahoma Department of Transportation, which may be used to facilitate CMAQ projects. This Grant Contract is contingent upon the continued availability of federal CMAQ funds.



### **C. PAYMENT TERMS AND CONDITIONS**

- C.1. **Limitation of Liability:** In no event shall the maximum liability of ACOG under this Grant Contract exceed \$120,000.
- C.2. **Payment Methodology:** The Grantee shall be reimbursed for Allowable Costs related to the installation of 80 bus stops throughout Norman as described in Section A.1.a., not to exceed the maximum liability established in Section C.1.
- C.2.a. Allowable Costs are defined as expenditures directly related to the purchase, installation, branding (e.g., decals, signage), and marketing for items described in Section A.1.a.
- C.2.b. The Grantee shall submit invoices accompanied by bills of sale and documentation as further described in Sections C.3., within 30 days of project completion.
- C.3. **Invoice Requirements:** Grantee shall invoice ACOG with all necessary supporting documentation, to:

ACOG  
Attn: Hannah Nolen, Transportation Planning Services  
4205 N. Lincoln Blvd  
Oklahoma City, OK 73105  
Telephone: 405-234-2264  
Email: hnolen@acogok.org

- C.3.a. Each invoice shall clearly and accurately detail the following required information:
- (1) Invoice/Reference Number (assigned by the Grantee)
  - (2) Invoice Date
  - (3) Grant Contract Number (CMAQ2022-03, assigned by ACOG to this Grant Contact)
  - (4) Grantee Name
  - (5) Grantee Federal Employer Identification Number
  - (6) Grantee Remittance Address
  - (7) Grantee Contact (name, phone, and/or email address for the individual to contact with invoice questions)
  - (8) Complete Itemization of Reimbursement Requested which shall include documentation of paid expenses and shall include each of the following:
    - i. Itemized Bill of Sale showing dates of sale/service
    - ii. Itemized Invoices for any Capital Costs for which reimbursement is requested
    - iii. Total reimbursement amount requested
- C.3.b. Each invoice shall be accompanied by a digital photo file(s) of the completed project displaying required branding (as described in section A.1.f.).
- C.3.c. Each invoice shall be accompanied by a press release, as well as social media post announcing the completion of the project and the Grantee's partnership with ACOG. ACOG can be mentioned on Twitter and Facebook (ACOGOK).

- C.4. **Invoice Timing and Limitations:** The Grantee understands and agrees that an invoice to ACOG under this Grant Contract shall include only reimbursement requests for actual expenditures as described in Section A.1.a. and Sections C.2., C.2.a. and C.2.b. of this Grant Contract subject to the liability limits of the Grant Award as described in Section C.1.
- C.4.a. All invoices for reimbursement must be received by ACOG within 30 days of project completion and shall include only expenses incurred during the period delineated as Part I of Contract Terms.
- C.4.b. All invoices for reimbursement for costs incurred through June 30, 2022, for projects meeting all grant requirements at that time must be received by ACOG no later than July 15, 2022. The same applies to any subsequent fiscal years.
- C.4.c. The Grantee's failure to provide all invoices to ACOG as required, shall result in the Grantee being deemed ineligible for reimbursement of those invoices under this Grant Contract, and any and all financial and legal liabilities related to the awarded project shall be upon the Grantee and not the responsibility or liability of ACOG.
- C.5. **Payment of Invoice:** ACOG shall, within 90 days of receipt of invoice for allowable costs relating to the Scope of Services as described, review and process invoice as well as request reimbursement from ODOT for Grantee's expenditures. Once ODOT has provided reimbursement for Grantee's expenditures, ACOG will issue payment to Grantee.
- C.6. **Unallowable Costs:** The Grantee's invoice shall be subject to reduction for amounts included in any invoice which are determined by ACOG, on the basis of the terms of this Grant Contract and stated intent of the Grant Award, not to constitute allowable costs. Unallowable Costs include but are not limited to personnel and administrative costs as well as maintenance, architectural, engineering, or project inspection fees.

#### **D. STANDARD TERMS AND CONDITIONS**

- D.1. **Required Approvals:** ACOG is not bound by this Grant Contract until it is approved by the appropriate government entity legal signatory in accordance with applicable laws and regulations.
- D.2. **Notice to Proceed:** Reimbursable costs cannot be incurred until Grant Contract is fully executed and a Notice to Proceed is issued to Grantee.
- D.3. **Modification and Amendment:** This Grant Contract may be modified only by a written amendment executed by all parties hereto and approved by ACOG.
- D.4. **Termination for Cause:** If the Grantee fails to properly perform its obligations under this Grant Contract in a timely or proper manner, or if the Grantee violates any terms of this Grant Contract, ACOG shall have the right to terminate the Grant Contract and withhold any and all award funds for reimbursement regardless of any financial liability for equipment or services incurred by the Grantee. Notwithstanding the above, the Grantee shall not be relieved of liability to ACOG for damages sustained by virtue of any breach of this Grant Contract by the Grantee.

- D.5. **Records:** The Grantee shall maintain documentation for all purchases and installations under this Contract. The books, records, and documents of the Grantee, insofar as they relate to money received under this Contract, shall be maintained for a period of three (3) full years from the date of the final payment and shall be subject to audit at any reasonable time and upon reasonable notice by ACOG, the Oklahoma Department of Transportation and/or Federal Highway Administration, the Oklahoma State Auditor and Inspector, or their duly appointed representatives.
- D.6. **Progress Reports:** The Grantee shall submit quarterly progress reports, as described in Section A.3., to ACOG in addition to annual reports as described in Section A.4.
- D.7. **ACOG Liability:** Except for circumstances described in Section D.8., Grantee agrees that any and all liability of any kind stemming from the purchase and use of infrastructure and related materials shall remain with and will be the sole responsibility of the Grantee.
- D.8. **Force Majeure:** The obligations of the parties to this Grant Contract are subject to prevention by causes beyond the parties' control that could not be avoided by the exercise of due care including, but not limited to, acts of God, riots, wars, epidemics, or any other similar cause.
- D.9. **State and Federal Compliance:** The Grantee shall comply with all applicable state and federal laws and regulations in the performance of this Grant Contract.
- D.10. **Governing Law:** This Grant Contract shall be governed by and construed in accordance with the laws of the State of Oklahoma.
- D.11. **Completeness:** This Grant Contract and attachments is complete and contains the entire understanding between the parties relating to the subject matter contained herein, including all the terms and conditions of the parties' agreement. This Grant Contract supersedes any and all prior understandings, representations, negotiations, and discussions between the parties relating hereto, whether written or oral.
- D.12. **Severability:** If any terms and conditions of this Grant Contract are held to be invalid or unenforceable as a matter of law, the other terms and conditions hereof shall not be affected thereby and shall remain in full force and effect. To this end, the terms and conditions of this Grant Contract are declared severable.

#### **E. SPECIAL TERMS AND CONDITIONS**

- E.1. **Conflicting Terms and Conditions:** Should any of these special terms and conditions conflict with any other terms and conditions of this Grant Contract, these special terms and conditions shall control.
- E.2. **Communications and Contacts:** All instructions, notices, consents, demands, or other communications required or contemplated by this Grant Contract shall be in writing and shall be made by certified, first-class mail, return receipt requested and postage prepaid, by overnight courier service with an asset tracking system, or by email or facsimile transmission with recipient confirmation. Any such communications, regardless of method of transmission, shall be addressed to the respective party at the appropriate mailing address or email address as set forth below or to that of such other party or address, as may be hereafter specified by written notice.

ACOG:  
Hannah Nolen, Transportation Planning Services  
4205 N. Lincoln Blvd  
Oklahoma City, OK 73105  
Telephone: 405-234-2264  
Email: hnolen@acogok.org

Grantee:  
The City of Norman  
c/o Taylor Johnson, Transit and Parking Program Manager  
201A West Gray Street  
Norman, OK 73069  
Telephone: 405-217-7761  
Email: taylor.johnson@normanok.gov

All instructions, notices, consents, demands, or other communications shall be considered effectively given upon receipt or recipient confirmation as may be required.

- E.3. **Hold Harmless:** To the extent that Oklahoma law permits, the Grantee agrees to hold harmless ACOG as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of the Grantee, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. The Grantee further agrees it shall be liable for the reasonable cost of attorneys for ACOG in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of the Grantee to ACOG.

Likewise, ACOG agrees to hold harmless Grantee as well as its officers, agents, and employees from and against any and all claims, liabilities, losses, and causes of action which may arise, accrue, or result to any person, firm, corporation, or other entity which may be injured or damaged as a result of acts, omissions, or negligence on the part of ACOG, its employees, or any person acting for or on its or their behalf relating to this Grant Contract. ACOG further agrees it shall be liable for the reasonable cost of attorneys for Grantee in the event such service is necessitated to enforce the terms of this Grant Contract or otherwise enforce the obligations of ACOG to Grantee.

In the event of any such suit or claim, the Grantee shall give ACOG immediate notice thereof and shall provide all assistance required by ACOG in ACOG's defense. ACOG shall give the Grantee written notice of any such claim or suit, and the Grantee shall have full right and obligation to conduct the Grantee's own defense thereof. Nothing contained herein shall be deemed to accord to the Grantee, through its attorney(s), the right to represent ACOG in any legal matter.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the last date written below.

**ASSOCIATION OF CENTRAL OKLAHOMA GOVERNMENTS**

By: \_\_\_\_\_  
Mark W. Sweeney, AICP, Executive Director

Date: \_\_\_\_\_

**REVIEWED** for form and legality.

By: \_\_\_\_\_  
Pete White, ACOG General Counsel

Date: \_\_\_\_\_

**THE CITY OF NORMAN**

By: \_\_\_\_\_  
Brea Clark, Mayor

Date: \_\_\_\_\_

ATTEST

\_\_\_\_\_  
Brenda Hall, Secretary

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

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

**File Attachments for Item:**

26. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-110: A LEASE BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DISH WIRELESS L.L.C. (DISH) IN THE AMOUNT OF \$2,500 PER MONTH TO ALLOW ANTENNA SPACE ON BROOKHAVEN WATER TOWER FOR A PERIOD OF FIVE YEARS.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/22

**REQUESTER:** Chris Mattingly, Director of Utilities

**PRESENTER:** Chris Mattingly, Director of Utilities

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF CONTRACT K-2122-110: A LEASE BY AND BETWEEN THE NORMAN UTILITIES AUTHORITY AND DISH WIRELESS L.L.C. (DISH) IN THE AMOUNT OF \$2,500 PER MONTH TO ALLOW ANTENNA SPACE ON BROOKHAVEN WATER TOWER FOR A PERIOD OF FIVE YEARS.

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### **BACKGROUND:**

The Norman Utilities Authority has leased space on its water towers to various telecommunications and other entities for antenna and related equipment. There is currently sufficient space on the Brookhaven water tower for the minimal space being requested by DISH (identified in A-2 attached to contract). There will also be space set aside at the base of the tower for DISH to install a raised platform for equipment (identified in A-1 attached to contract).

### **DISCUSSION:**

The DISH lease shall be for five (5) years with four (4) renewal options for five (5) year terms.

The initial lease payment will be \$2,500 a month, with 3 percent annual increases. Lease payments will be recorded into revenue account Rental Water Towers (319-362582).

### **RECOMMENDATION:**

Staff recommends approval of Contract K-2122-110 for lease of antenna space on the Brookhaven water tower between Norman Utilities Authority and DISH for five (5) years at \$2,500 a month with 3 percent annual increase in rent and four (4) renewal options for five (5) year terms.



### **LEASE AGREEMENT**

This LEASE AGREEMENT ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_ 2022 ("Effective Date"), by and between NORMAN UTILITIES AUTHORITY, a Public Trust, hereinafter called the LESSOR, and DISH Wireless L.L.C., hereinafter called LESSEE.

WHEREAS, the LESSOR is the owner of a water tower (the "Tower") located at 4151 W. Robinson Street, Norman, OK 73072 (said parcel being hereinafter referred to as the "Property"), and more fully described in Exhibit "A" attached hereto and made a part hereof, and

WHEREAS, LESSEE desires to lease antenna space on said Tower and a ground lease area as shown on "Exhibit A" in which to construct and maintain a 5' x 7' raised platform and other pertinent telecommunications equipment.

NOW THEREFORE, in and for the covenants, conditions, agreements and rents hereinafter set forth, and other good and valuable consideration, the adequacy of which is hereby acknowledged, LESSOR hereby leases to LESSEE, and LESSEE takes from LESSOR, approximately 150 square foot ground lease area, including access thereto as shown on Exhibit "A", located in what is known as the Brookhaven Water Tower and antenna space on the structure of the said Tower, together with access and utility rights as provided for herein as follows:

The equipment space and antenna space on the Tower described above is hereinafter referred to as the "Leased Premises". In addition, LESSOR grants to LESSEE the right to construct the necessary conduit and/or duct space on the Tower and the Property, for electrical wiring, telephone lines, and coaxial cable, pipes, tubes and appurtenances thereto, all of which are required by LESSEE as an integral part of its mobile communication facility. LESSEE shall be allowed to install, operate, maintain, replace and remove its communications equipment, and related cables, wires, conduit, antennas, air conditioning equipment, and other appurtenances as it may from time to time require. Although such equipment and appurtenances may become fixtures, they shall be and shall remain the property of LESSEE and LESSEE shall have the right to remove all of them at the expiration of termination of this lease. However, in the event of termination or default, LESSEE's equipment and appurtenances, if not removed from Leased Premises within sixty (60) days, LESSOR may, after giving 30 days prior notice, remove and store equipment at LESSEE's expense, however any and all equipment shall be and shall remain the property of the LESSEE. LESSEE shall pay LESSOR within 15 days of receipt of charges for storage and removal of the property based upon the LESSOR's cost of said of removal and storage.

## ARTICLE I

This Agreement shall be effective as of the Effective Date. The initial term ("Initial Term") of this Agreement shall be five (5) years, commencing on the first day of the month following the commencement of LESSEE's installation of its equipment (the "Commencement Date") and extending through 11:59 PM on the day immediately preceding the fifth (5<sup>th</sup>) anniversary of the Commencement Date unless terminated sooner, renewed or extended in accordance with this Agreement. This Agreement shall be automatically renewed for four (4) additional consecutive terms of five (5) years each (each, a "**Renewal Term**" and together with the Initial Term, the "**Term**"), unless LESSEE provides the LESSOR with written notice of intention not to renew not less than ninety (90) days prior to the expiration of the then-current five-year term.

The basic monthly rental rate payable by LESSEE to LESSOR shall be Two Thousand Five Hundred Dollars (\$2,500.00). The rentals payable hereunder shall be paid monthly; the first rent payment shall be made within twenty (20) business days of the Commencement Date, with subsequent rent payable on or before the tenth day of each month.

The rental will be increased annually on the anniversary of the Commencement Date by three percent (3%) of the then-current rent. Payments shall be delivered to the address designated by LESSOR in Article XIII, or by electronic payment. All payments for any fractional month shall be prorated based upon the number of days during such month that the payment obligation was in force. LESSEE shall require receipt of a validly completed IRS approved W-9 form (or its equivalent) prior to paying any rent or any other amount(s) due under this Agreement.

## ARTICLE II

Upon LESSOR approval of applicable utility easements, which approval shall not be unreasonably withheld, conditioned or delayed, LESSOR shall permit the electric, fiber and telephone utility companies providing services to LESSEE to use the Easements and, upon LESSOR approval of any necessary applicable utility easements, which shall not be unreasonably withheld, conditioned or delayed, LESSOR shall permit such utility companies the right to extend their lines and facilities over, across and if necessary into, through or under LESSOR's Property for such purposes without the payment of additional consideration by LESSEE or the utility company. LESSOR will cooperate with LESSEE in LESSEE's efforts to obtain utilities from any location provided by LESSOR or the servicing utility, including signing any easement(s) or other instrument(s) reasonably required by the utility company. If there is a loss of electrical service at the Leased Premises (as defined in Article VI below), LESSEE may, at its expense, install and maintain a temporary generator and fuel storage tank at the Leased Premises. The location of emergency generator and fuel must be within the fenced area of the Ground Space, unless otherwise approved by LESSOR in writing, such approval not to be unreasonably withheld,

conditioned or delayed. LESSEE's fuel tank must be double walled or other containment provided in accordance with applicable federal regulations.

LESSEE shall have a separate power meter installed for its electric service and LESSEE shall pay all costs related to said electric service.

### ARTICLE III

LESSEE agrees that it will operate its equipment in a manner which will not cause harmful interference with, (i) LESSOR's existing communications systems, or, (ii) the equipment existing as of the Effective Date of any other existing tenant sharing the use of this location. Should such harmful interference be identified as being caused by LESSEE's equipment, LESSEE shall immediately take every reasonable step to mitigate and eliminate said interference.

LESSOR shall require that all future persons or entities desiring to use this location will first coordinate with LESSEE to ensure that their frequencies and antenna locations will be compatible with LESSEE's so as to prevent such harmful interference.

If the Director of Utilities of LESSOR shall reasonably determine that any such harmful interference caused by LESSEE's equipment adversely affects the ability of the police, the fire department of any other department or agency furnishing emergency services to carry out their duties and thereby endangers the health, safety and welfare of the public, LESSEE shall discontinue the use of its equipment until the interference has been eliminated.

### ARTICLE IV

It is understood and agreed that LESSEE's ability to use the Leased Premises is contingent upon a satisfactory structural analysis showing that the Tower is suitable for LESSEE's use and equipment ("Structural Analysis") and LESSEE's obtaining and maintaining, either before or after the Effective Date of this Agreement, all of the certificates, permits, and other approvals that may be required by any federal, state or local authorities. LESSEE shall make due and timely application for all such necessary certificates and approvals, and LESSOR shall take no action which would adversely affect the status of the Leased Premises with respect to the proposed use thereof by LESSEE. LESSOR authorizes LESSEE to file and submit for such governmental approvals, at LESSEE's sole cost and expense, and LESSOR agrees to cooperate with LESSEE with respect to obtaining any required zoning or other governmental approvals for the Leased Premises. In the event that: (i) a Structural Analysis is unsatisfactory; (ii) any of such applications is finally rejected, conditioned, materially delayed or otherwise not approved for any or no reason; (iii) LESSEE determines, in LESSEE's sole and absolute discretion, that such approvals cannot be

obtained in a timely and commercially reasonable manner; or, (iv) any certificate, permit, license or approval issued to LESSEE is canceled or otherwise withdrawn or terminated by governmental authority so that LESSEE in its sole discretion will be unable to use the Lease Premises for its specified purposes, the LESSEE shall have the right to terminate this Agreement. Notice of said termination shall be given to the LESSOR in writing as required by Article XIII. All rental paid pursuant to this Agreement to said termination date shall be retained by the LESSOR. Upon such termination, this Agreement shall become null and void, and said parties shall have no further obligations, including the payment of money, to each other.

## ARTICLE V

Except to the extent caused by the breach of this Agreement by LESSOR or the acts or omissions of LESSOR, its officers, agents, employees, contractors, or any other person or entity for whom LESSOR is legally responsible, LESSEE shall defend, indemnify and hold LESSOR and its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of LESSEE, its officers, agents, employees, contractors, or any other person or entity for whom LESSEE is legally responsible; or (ii) a breach of any representation, warranty or covenant of LESSEE contained or incorporated in this Agreement.

To the extent permitted by law, except to the extent caused by the breach of this Agreement by LESSEE or the acts or omissions of LESSEE, its officers, agents, employees, contractors, or any other person or entity for whom LESSEE is legally responsible, LESSOR shall defend, indemnify and hold LESSEE, its officers, directors, shareholders, employees, agents and representatives harmless from and against any and all claims, demands, litigation, settlements, judgments, damages, liabilities, costs and expenses (including, without limitation, reasonable attorneys' fees) arising directly or indirectly out of: (i) any act or omission of LESSOR, its officers, agents, employees, contractors or any other person or entity for whom LESSOR is legally responsible; (ii) a breach of any representation, warranty or covenant of LESSOR contained or incorporated in this Agreement; and/or (iii) the generation, possession, use, storage, presence, release, spill, treatment, transportation, manufacture, refinement, handling, production and/or disposal of Hazardous Substances in, on, about, adjacent to, under or near the Premises and/or the Property, and/or any contamination of the Premises and/or the Property by any Hazardous Substance, but only to the extent not caused by LESSEE or its employees, agents, customers/invitees or contractors.

LESSEE's and LESSOR's obligations under this Article shall survive the expiration or earlier termination of this Agreement for two (2) years.

The Party seeking indemnification (the "**Indemnified Party**") shall promptly send Notice to the Party from whom indemnification is being sought (the "**Indemnifying Party**") of the claim or suit for which indemnification is sought. The Indemnified Party shall not make any admission as to liability or agree to any settlement of or compromise any claim without the prior written

consent of the Indemnifying Party. The Indemnified Party shall, at the Indemnifying Party's request and expense, give the Indemnifying Party all reasonable assistance in connection with such negotiations and litigation.

#### ARTICLE VI

In consideration of the obligations of LESSOR and LESSEE set forth herein, LESSOR leases to LESSEE, and LESSEE hereby leases from LESSOR: (i) a portion of LESSOR's Tower located on the Property for the installation of LESSEE's equipment comprised of a radiation center with a minimum of five (5) feet in each vertical direction of separation from adjacent occupants on the Tower ("Tower Space"); (ii) approximately 150 square feet of ground space ("Ground Space") for LESSEE's ground equipment; and (iii) additional space on the Property for the installation, use, operation, modification, repair, replacement, monitoring and maintenance of wires, cables, fiber/T-1, conduits, pipes running between and among the Ground Space, Tower Space, Easements and/or public right of way, and to all necessary electrical, fiber and telephone utility sources located on the Property ("Cable Space"). The Tower Space, Ground Space, and Cable Space are collectively referred to as the "Leased Premises" and are depicted on the drawings attached hereto and incorporated herein as Exhibit "A". LESSEE shall install and locate its transmittal equipment within the lease area as shown on Exhibit "A". LESSOR agrees that LESSEE may use the Leased Premises for the purpose of the installation, operation, and management of a telecommunications facility, including, without limitation, antennas, nodes, wires, cables, conduits, piping, electrical and utility lines, and other related equipment or personal property, which shall include the right, subject to below, to replace, repair, add, or otherwise modify LESSEE's equipment or any portion thereof and the frequencies over which LESSEE's equipment operates (collectively, "Permitted Use").

The location of the LESSEE's equipment and property to be constructed and installed by LESSEE on the Leased Premises and on the Tower and LESSEE's use of said Leased Premises and Tower shall in no way unreasonably interfere with the LESSOR's use thereof. The location of such equipment and property shall be approved by the Director of Utilities of the City of Norman before being installed or constructed by LESSEE, which approval shall not be unreasonably withheld, conditioned or delayed. Specifically, LESSEE shall submit plans for the installation or modification of LESSEE's equipment to LESSOR for approval. LESSEE shall at its expense complete all make ready work and install its equipment and antennas in accordance with plans and specifications prepared by LESSEE and submitted to LESSOR for approval. LESSOR shall have thirty (30) working days to review said construction plans and approve them, or in the alternative, to advise LESSEE of necessary changes. If LESSOR fails to respond to any request for approval within thirty (30) days, then the request shall be deemed approved. LESSEE shall not commence construction until said approval has been received from LESSOR. LESSEE further agrees to comply with all applicable rules and regulations of the Federal Communications Commission and all applicable local building and electrical codes.

LESSEE shall, at its expense, repair all damages to LESSOR's water tower which are a direct result of LESSEE's activities. If LESSEE fails to make such repairs within fifteen (15) working days after LESSEE's receipt of written notice that the damage has occurred, LESSOR shall have the right to make all necessary and reasonable repairs and LESSEE shall reimburse LESSOR for its reasonable expense within fourteen (14) days of LESSOR presenting to LESSEE a statement showing the cost of such repairs.

LESSEE represents and agrees that the installation and operation of its property and equipment shall not cause damage of any kind to LESSOR's water tower structure and that LESSEE shall in no way interfere with the use, repair and/or maintenance of such tower by LESSOR.

#### ARTICLE VII

LESSEE will procure and maintain a public liability policy, with limits of \$2,000,000 for bodily injury, \$3,000,000 for property damage, \$5,000,000 aggregate, with a certificate of insurance to be furnished to LESSOR within thirty (30) days of a written request. Such policy will name LESSOR as an additional insured and provide that cancellation will not occur without at least thirty (30) days prior written notice to LESSOR.

Insurance Requirements. All policies required to be maintained by this Article VII shall be issued by insurers that are (1) licensed to do business in the state in which the Property are located, and (2) rated A- or better by Best's Key Rating Guide.

#### ARTICLE VIII

LESSEE shall not be deemed to have abandoned the Leased Premises even though LESSEE may cease using the communications facilities for a period of time so long as LESSEE continues to pay all rental.

#### ARTICLE IX

If any portion of said Tower is destroyed or becomes damaged by fire, wind, water or other natural disaster not caused by or arising from LESSEE's gross negligence or willful misconduct (collectively, "Casualty") so as to render the Leased Premises, in the sole judgment of the LESSEE, unfit in whole or in part for occupancy or use by the LESSEE, LESSEE's rent shall abate as of the date of the Casualty and LESSOR shall restore or cause to be restored within a reasonable period of time. In the event the Tower cannot be restored within sixty (60), LESSOR or LESSEE shall have the option of terminating this Agreement.

## ARTICLE X

Subject to the limitations below, the Parties acknowledge and agree that commencing on the Effective Date and continuing throughout the Term, LESSEE, its employees, agents and contractors shall have unrestricted access to the Premises 24 hours per day, 7 days per week and at no additional cost or expense to the Ground Space, and LESSEE, its employees, agents and contractors shall have access to the Tower and the area around the Tower, at reasonable times which shall not interfere with the maintenance or use of said Tower and adjacent area by LESSOR, for the purpose of installing, constructing, inspecting, operating, repairing, replacing and maintaining LESSEE's equipment and constructing its facilities and its Permitted Use. LESSEE shall be responsible for installing any drive or surface features that allow vehicles to access area of installation for maintenance purposes if desired by LESSEE. If LESSEE elects LESSEE shall be responsible for any required permits or inspections regarding such surface installations. LESSOR will not have unsupervised access to LESSEE's Leased Premises and shall give LESSEE prior notice before accessing LESSEE's Leased Premises, and give LESSEE an opportunity to accompany LESSOR during any such access.

Presence and operation of proposed equipment must have minimal impact on the Tank's periodic maintenance work. This may include but shall not be limited to, tank inspections, painting and maintenance of Federal Aviation Administration required equipment and/or police, fire and other emergency communications system equipment. No cables, or other equipment of LESSEE may be installed on or near access ladders.

LESSEE shall be responsible to remove its telecommunication facilities to a mutually agreed upon location on the Property (a "Temporary Location") during any LESSOR required maintenance of the Tower after ninety (90) day written notice from LESSOR and then re-install on the Tower at no cost to the LESSOR. LESSEE shall be allowed to install at the Temporary Location a "cell on wheels" or a functionally equivalent mobile structure or other interim cell siting arrangement and all equipment necessary or advisable for the operation thereof. If the LESSEE does not remove its facilities, the LESSOR shall notify LESSEE of such failure to remove. If LESSEE does not remove its facilities within thirty (30) days of such notice, LESSOR shall have the right to either remove the LESSEE's facilities by an approved contractor, and bill LESSEE for such actual and reasonable costs or LESSEE agrees that facilities left in place following notice of upcoming maintenance may receive sandblasting and painting related maintenance actions

LESSOR agrees that the Authorized Parties (as defined below) of the LESSEE may enter upon the Leased Property to perform maintenance, repair or renovations to the water and the adjacent premises upon execution of this Agreement. However, LESSEE agrees that access for routine maintenance, repair or renovations will be denied unless LESSEE identifies (email is sufficient), at least twenty-four (24) hours prior to entry, those employees, agents and independent



contractors whom are authorized parties of LESSEE ("Authorized Parties"). Authorized Parties must report to LESSOR prior to entry and may access the Property only between the hours of 7:00 a.m. and 7:00 p.m.

However, for emergency repairs, Authorized Parties of the LESSEE shall have full and free access to LESSEE's equipment and antennas twenty-four (24) hours per day, seven (7) days a week, upon first providing proper identification to the on-site water plant operator. LESSEE will coordinate said operations with LESSOR.

LESSEE shall have the option to maintain a city issued time-stamp or other key to the facility. LESSEE shall place a \$200 deposit to the City for the issuance of such key. Upon completion or termination of the contract, the key must be returned within sixty (60) days for a refund on deposit.

LESSEE shall at all times comply with security and confidentiality regulations provided to them in effect at the LESSOR's Property. Information belonging to the LESSOR shall be safeguarded by the LESSEE to the same extent as the LESSEE safeguards their information of like kind relating to its own operation.

LESSOR shall provide parking privileges at no cost to LESSEE for at least one vehicle to be used by LESSEE's maintenance personnel.

#### ARTICLE XI

Notwithstanding anything to the contrary contained herein, LESSOR's prior written consent shall not be required, nor shall LESSOR have the right to cancel this Lease if LESSEE assigns or subleases, this Agreement or any interest herein or the Lease Premises, ground lease area or other rented area hereunder to any corporation, partnership or other entity which (i) is controlled by, controlling or under common control with LESSEE, or (ii) shall merge or consolidate with or into LESSEE, or (iii) shall succeed to all or substantially all the assets, property and business of LESSEE or (iv) LESSEE or its affiliates have any direct or indirect equity investment. LESSEE may not assign or sublease their rights under this Agreement to any independent or non-related entity without prior written approval of LESSOR, which approval shall not be unreasonably withheld, conditioned or delayed.

#### ARTICLE XII

Should LESSEE fail to pay the rental herein above specified when the same shall become due and payable, or should LESSEE attempt to use the Leased Premises for any purpose other than that described herein above, or should the LESSEE attempt to assign or sublet this Lease without prior written consent of the LESSOR, except as provided for above, or should LESSEE in any

default in its performance of any of the conditions of this Agreement, LESSOR may, at its option, thereupon declare this Lease terminated, provided, however, LESSOR shall have first given LESSEE notice in writing of said default and opportunity to cure as set forth herein. Upon receipt of such notice, LESSEE shall have thirty (30) days to correct the condition or conditions and bring same into compliance with the terms of this Lease. If said conditions of default persist after thirty (30) days of notice thereof by LESSOR to LESSEE, then LESSOR may declare this Lease terminated. This Agreement may not be terminated if LESSEE commences action to cure the default within the thirty (30) day period and diligently pursues it and LESSOR agrees in writing to grant LESSEE additional time within such thirty (30) day period to fully cure the default. Upon written notice of said termination to LESSEE, LESSOR shall be entitled to possession of the above described Leased Premises subject to LESSEE's holdover rights and/or Removal Period in this Agreement as provided in Article XVII below; provided, however, that any such termination shall not relieve LESSEE of its obligations to pay any rental, damages, storage and removal expenses which may be due and payable to the date of said termination.

LESSEE shall have the right, but not the obligation, to terminate this Agreement without further liability upon thirty (30) days prior written notice to LESSEE due to any one or more of the following: (i) changes in applicable law which prohibit or adversely affect LESSEE's ability to operate LESSEE's equipment at the Leased Premises; (ii) LESSEE, in its sole discretion, determines that LESSEE's Permitted Use of the Leased Premises is obsolete or unnecessary; (iii) LESSOR or a third party installs any structure, equipment, or other item on the Tower, Property or an adjacent property, which blocks, hinders, limits, or prevents LESSEE from being able to use the LESSEE equipment for LESSEE's Permitted Use; or (iv) LESSOR defaults in the performance of any of its obligations under this Agreement and fails to cure such default within 30 days after receipt of written notice from LESSEE.

### ARTICLE XIII

Any notice or demand made pursuant to this Agreement shall be sufficiently given if made in writing, by certified mail, in a sealed envelope, postage prepaid, or by overnight courier service, charges prepaid, to the party to be notified, and addressed as shown below:

LESSEE:     DISH Wireless L.L.C.  
              Attn: Lease Administration  
              5701 South Santa Fe Blvd.  
              Littleton, Colorado 80120

With a copy to:

Site Name: Brookhaven Water Tower  
Site ID: 5751 Brookhaven

Item 26.

Contract K-      K-2122-110

DISH Wireless L.L.C.  
Attn: Office of the General Counsel

*If by overnight courier service:*  
9601 South Meridian Blvd.  
Englewood, Colorado 80112

*If by first-class certified mail:*  
P.O. Box 6655  
Englewood, Colorado 80155

LESSOR:

Norman Utilities Authority  
Attn: City Clerk  
P.O. Box 370  
Norman, OK 73070  
Tax ID: 52-1645638  
Phone: (405) 366-5386  
Fax: (405) 366-5389

With a copy to:

City of Norman  
Attn: Director of Utilities  
P.O. Box 370  
Norman, OK 73070  
Phone: (405) 366-5443  
Fax: (405) 366-5447

The receipt of such notice (in the case of delivery by first-class certified mail or by overnight courier service) will constitute the giving thereof. LESSOR or LESSEE may from time to time designate any other address for this purpose by thirty (30) days prior written notice to the other party.

#### ARTICLE XIV

LESSOR warrants that it has full right and power to execute and perform this Lease, and to grant the estate demised herein.

#### ARTICLE XV

Subject to the other terms of this Lease, LESSOR covenants that LESSEE shall, and may peacefully have, hold and enjoy the Leased Premises for the Lease Term free of any claims by any party claiming by, through or under LESSOR, provided that LESSEE pays the rent to be paid to LESSOR under this Agreement and performs all LESSEE's covenants and agreements herein contained.

#### ARTICLE XVI

Should LESSOR fail to perform any of its obligations hereunder, LESSEE may (but shall not be obligated to), enter upon the Leased Premises and perform all or any part of such obligations. LESSEE may deduct the cost of such performance from subsequent rental payments. No action taken by LESSEE under this Section shall relieve LESSOR from any of its obligations under this Agreement or from any consequences of liabilities arising from the failure to perform

such obligations. LESSEE shall give LESSOR thirty (30) days notice in writing to correct defect as provided in Article XIII.

#### ARTICLE XVII

LESSEE, upon expiration or earlier termination of this Agreement, shall within ninety (90) days ("Removal Period"), remove its personal property and restore the Leased Premises as nearly as reasonably possible to its original condition, reasonable wear and tear expected, provided, however, that LESSEE shall have no obligation to remove any LESSEE's equipment or other objects that are below the surface of the Property (such as cables) or any concrete or equivalent installation pad. In the event any applicable equipment installed on the Leased Premises by LESSEE is not timely removed, LESSOR may notify LESSEE of such failure to remove. In the event any applicable equipment installed on the Leased Premises by LESSEE is not removed within thirty (30) days of such notice, LESSOR will have the right to remove such equipment from the Leased Premises. LESSEE agrees to be responsible to LESSOR for the actual costs of such removal. LESSEE shall continue to pay rent to LESSOR until LESSEE's property is removed from the Leased Premises as required.

#### ARTICLE XVIII

Any sale by the LESSOR of all or part of the Leased Premises to a purchaser other than LESSEE shall be under and subject to this Lease Agreement and LESSEE's rights hereunder.

#### ARTICLE XIX

This Agreement shall extend to and bind heirs, executors, administrators, successors and assigns of the parties hereto.

#### ARTICLE XX

At LESSOR's option, this Agreement shall be subordinate to any mortgage by LESSOR which from time to time may encumber all or part of the Leased Premises; provided, however, every such mortgage shall recognize the validity of this Agreement in the event of a foreclosure of LESSOR's interest and also LESSEE's right to remain in occupancy of and have access to the Leased Premises as long as LESSEE is not in default of this Agreement. LESSEE shall execute whatever instruments may reasonably be required to evidence this subordination clause provided that such documents are in form and content reasonably acceptable to LESSEE. If the Property is encumbered by a mortgage as of the Effective Date, then LESSOR shall, promptly following LESSEE's request, obtain and furnish to LESSEE a non-disturbance agreement, in recordable form, for each such mortgage. If LESSOR defaults in any payment or other performance obligations under any mortgage encumbering the Property, LESSEE may, at its option (but without any obligation), cure or correct such default and, upon doing so, LESSEE: (a) shall be subrogated to any and all rights, titles, liens, and/or equities of the holders of such mortgage; and (b) may offset the full amount against any rent or other amount owed by LESSEE to LESSOR under this Agreement.

#### ARTICLE XXI

This Lease Agreement and the performance thereof shall be governed, interpreted, construed, and regulated by the laws of the State of Oklahoma, and the parties hereto agree to the venue and personal jurisdiction of these courts.

#### ARTICLE XXII

The parties hereto declare that they have read and do understand each and every term, condition and covenant contained in this Agreement and in any document incorporated by reference. This lease includes the entire Agreement between the parties relating hereto and supersedes all prior or contemporaneous negotiations, commitments, representation, writings and/or oral understandings or Agreement. The parties signed this Agreement for the consideration herein expressed. Any addition to, variation or modification of this Agreement shall be void and ineffective unless in writing signed by the parties hereto.

#### ARTICLE XXIII

LESSEE represents that it is a Limited Liability Corporation in good standing in the State of Colorado and qualified to do business as a Limited Liability Corporation in the State of Oklahoma.

#### ARTICLE XXIV

LESSEE shall not have exclusive use or possession of any portion of the Property and premises upon which the LESSOR's Tower and other facilities are located, except for the Leased Premises and the equipment to be constructed and installed by LESSEE in the Ground Space and Tower Space, and LESSEE's rights hereunder shall be subject and subordinate to LESSOR's right to use and occupy said Property for any municipal purpose or purposes, so long as LESSOR's use does not unreasonably interfere with LESSEE's use hereunder.

#### ARTICLE XXV

LESSOR represents and warrants to LESSEE that it has no knowledge of any substance, chemical or waste on the Property that is identified as hazardous, toxic or dangerous (collectively, "Substance") in any applicable federal, state or local law or regulation. LESSEE will not introduce or use any Substance on the Property in violation of any applicable law. LESSOR will have sole responsibility for the identification, investigation, monitoring and remediation and/or cleanup of any Substance discovered at the Property unless the presence or release of the Substance is caused by the activities of LESSEE. LESSOR understands and agrees that notwithstanding anything contained in this Agreement to the contrary, in no event shall LESSEE have any liability whatsoever with respect to any Substance that was on, about, adjacent to, under or near the Tower or Property prior to the Effective Date, or that was generated, possessed, used, stored, released, spilled, treated, transported, manufactured, refined, handled, produced or disposed of on, about,

adjacent to, under or near the Property and/or Tower by: (1) LESSOR, its agents, employees, contractors or invitees; or (2) any third party who is not an employee, agent, contractor or invitee of LESSEE.

#### ARTICLE XXVI

The provisions of this agreement shall be considered severable and, in the event any part or provision shall be held void by a court of competent jurisdiction, the remaining parts shall then constitute the agreement.

#### ARTICLE XXVII

Both parties to this agreement recognize that this is a property lease agreement. This agreement shall not be construed as creating any agency or third party beneficiary agreements in any form or manner whatsoever.

Both parties assume responsibility for its personnel, and will make all deductions for social security and withholding taxes, and contributions for employment compensation funds, and shall comply with all requirements of the Oklahoma Workers Compensation Act.

Both parties herein, shall be exclusively liable for loss resulting from its torts or the torts of its employees acting within the scope of their employment, the LESSOR subject to the limitations and exceptions specified in the Governmental Tort Claims Act, 51 OS 1990 Supp., Sec. 151-171# therefore, neither party shall be liable for the acts or omissions of the other party.

#### ARTICLE XXVIII

Force Majeure. Notwithstanding anything to the contrary in this Agreement, neither party shall be liable to the other party for nonperformance or delay in performance of any of its obligations under this Agreement due to causes beyond its reasonable control, including, without limitation, strikes, lockouts, pandemics, labor troubles, acts of God, accidents, technical failure governmental restrictions, insurrections, riots, enemy act, war, civil commotion, fire, explosion, flood, windstorm, earthquake, natural disaster or other casualty ("**Force Majeure**"). Upon the occurrence of a Force Majeure condition, the affected Party shall immediately notify the other Party with as much detail as possible and shall promptly inform the other party of any further developments. Immediately after the Force Majeure event is removed or abates, the affected Party shall perform such obligations with all due speed. Neither party shall be deemed in default of this Agreement to the extent that a delay or other breach is due to or related to a Force Majeure event. A proportion of the rent, according to the extent that such Force Majeure event shall interfere with the full enjoyment and use of the Leased Premises, shall be suspended and abated from the date of commencement of such Force Majeure event until the date that such Force Majeure event subsides. If such Force Majeure event prevents the affected Party from performing its obligations under this Agreement, in whole or in part, for a period of sixty (60) or more days, then the other party may terminate this Agreement immediately upon Notice to the affected party.

Waiver. It is agreed that, except as expressly set forth in this Agreement, the rights and remedies herein provided in case of default or breach by either LESSOR or LESSEE are cumulative and shall not affect in any manner any other remedies that the non-breaching party may have by reason of such default or breach. The exercise of any right or remedy herein provided shall be without prejudice to the right to exercise any other right or remedy provided herein.

Compliance with Law. Each party shall, with respect to its actions and/or inactions pursuant to and in connection with this Agreement, comply with all applicable statutes, laws, rules, ordinances, codes and governmental or quasi-governmental orders or regulations (in each case, whether federal, state, local or otherwise) and all amendments thereto, now enacted or hereafter promulgated and in force during the Term of this Agreement, a Renewal Term or any extension of either of the foregoing.

Counterparts. This Agreement may be executed in any number of identical counterparts and, as so executed, shall constitute one agreement, binding on all the parties hereto, notwithstanding that all the Parties are not signatories to the original or the same counterpart.

Attorneys' Fees. If an action is brought by either party for breach of any lease covenant and/or to enforce or interpret any provision of this Agreement, the prevailing Party may recover Court ordered reasonable costs, expenses and attorneys' fees, both at trial and on appeal, in addition to all other sums allowed by law.

*[Reminder of page intentionally left blank. Signature page follows.]*



Site Name: Brookhaven Water Tower  
Site ID: 5751 Brookhaven

Item 26.

Contract K- K-2122-110

IN WITNESS WHEREOF, the parties have approved this Agreement and authorized signatures below as of the dates there set out.

APPROVED by the NORMAN UTILITIES AUTHORITY, a Public Trust this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

LESSOR: NORMAN UTILITIES AUTHORITY, A PUBLIC TRUST

By: \_\_\_\_\_  
\_\_\_\_\_, Chairman

ATTEST: \_\_\_\_\_  
Brenda Hall, City Clerk

APPROVED as to form and legality this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

By: \_\_\_\_\_  
Kathryn Walker, City Attorney

LESSEE: DISH Wireless L.L.C.

By: \_\_\_\_\_  
Name: Dave Mayo  
Title: EVP

Site Name: Brookhaven Water Tower  
Site ID: 5751 Brookhaven

Item 26.

Contract K- K-2122-110

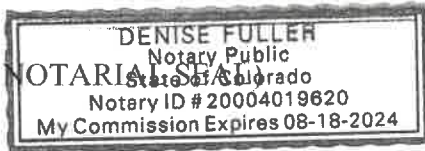
**LESSEE NOTARY BLOCK:**

STATE OF Colorado

COUNTY OF Arapahoe

The foregoing instrument was acknowledged before me this 15<sup>th</sup> day of Feb., 2022, by Dave Mayo, who is authorized to execute contracts on behalf of DISH Wireless L.L.C., who executed the foregoing instrument on behalf of DISH Wireless L.L.C.

(AFFIX



A handwritten signature in blue ink, appearing to read "Denise Fuller", written over a horizontal line.

(OFFICIAL NOTARY SIGNATURE)

8.18.2024  
COMMISSION EXPIRES

Denise Fuller  
PRINTED NAME OF NOTARY

Site Name: Brookhaven Water Tower  
Site ID: 5751 Brookhaven

Item 26.

Contract K-       K-2122-110      

Exhibit "A"

**Description of Property:**

Property located in Cleveland County, Oklahoma

The following described real property and premises situate in Cleveland County, State of Oklahoma, to-wit:

Part of the Southeast Quarter (SE 1/4) of Section Twenty-two (22), Township Nine (9) North, Range Three (3) West of the Indian Meridian more particularly described as follows:

Beginning at the Southwest corner of said Southeast Quarter, thence North 00°31'10" East a distance of 236.51 feet, thence East a distance of 220.41 feet, thence South a distance of 236.50 feet, thence West a distance of 222.55 feet to the point or place of beginning, containing 1.20 acres, more or less, and subject to a 33 foot statutory roadway right of way along the South property line.

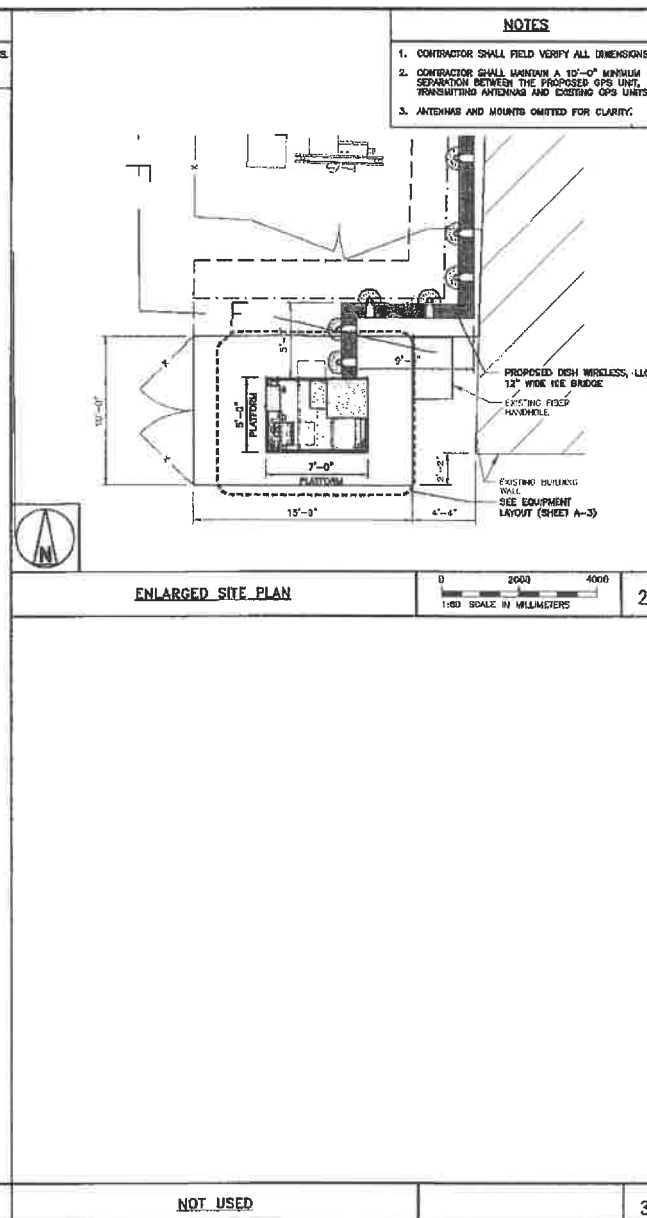
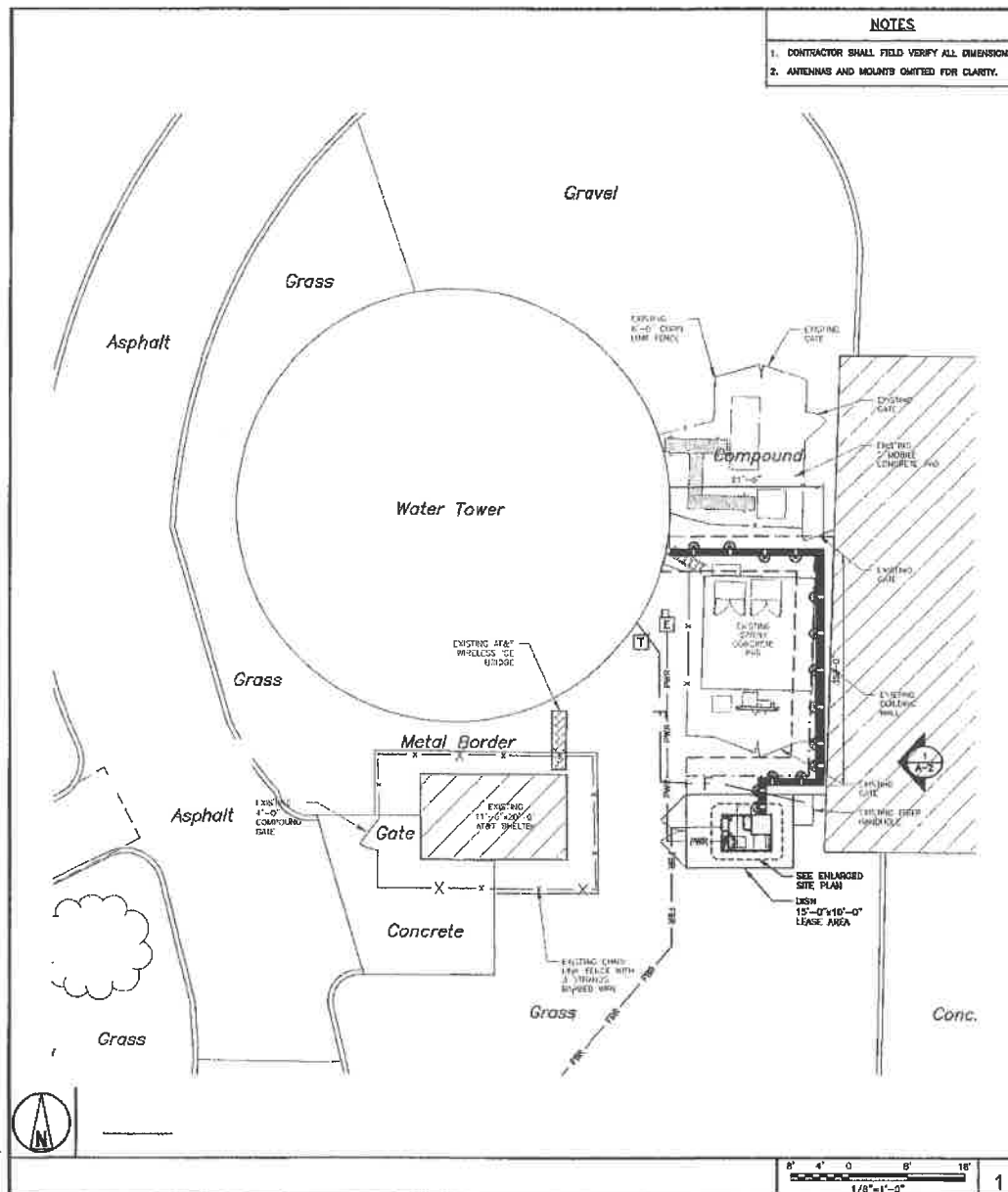
AND BEING the same property conveyed to City of Norman from Don Cies and Patricia O. Cies by Warranty Deed dated April 18, 1973 and recorded April 27, 1973 in Deed Book 430, Page 127.

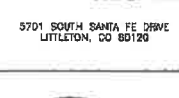

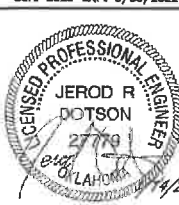
Tax Parcel No. 23465

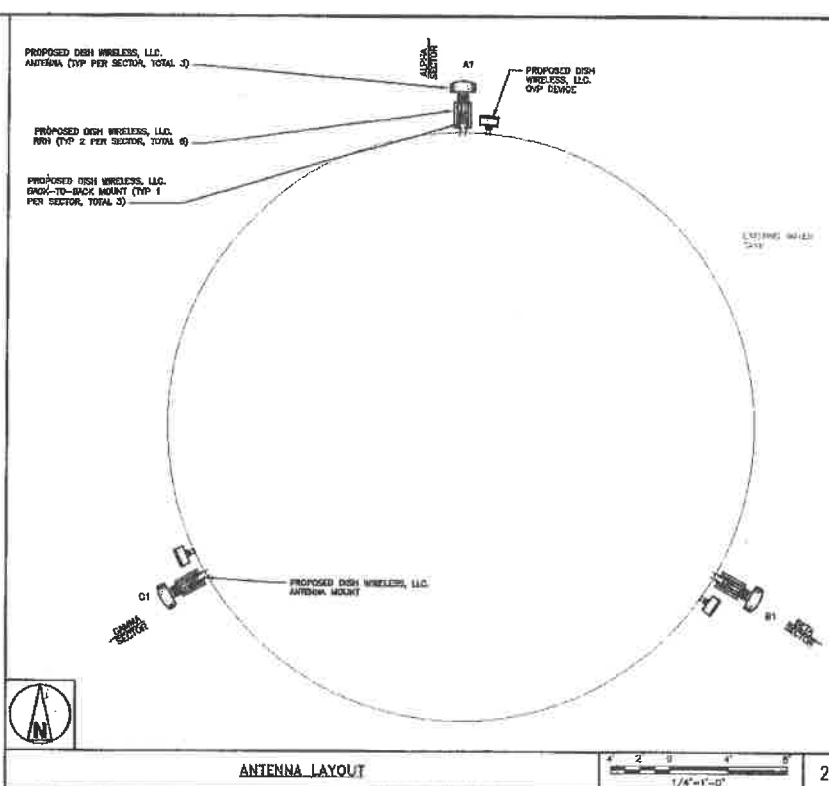
**Description of Premises:**

See attached drawings.

NOTE: LESSEE may be referred to in the attached as "DISH" or "DISH Wireless, LLC".



	
5701 SOUTH SANTA FE DRIVE LITTLETON, CO 80120	
	
BRANCH COMMUNICATIONS, LLC <small>A SOLUTIONS PROVIDER</small> BRANCH COMMUNICATIONS, LLC 7335 S LEWIS AVE STE 300 TULSA, OKLAHOMA 74306 (918) 949-4551 COA. 8525 EXP. 8/30/2022	
	
PE # 27778 EXP. 12/31/2023	
<small>IF IS A DEDUCTION OF LAW FOR ANY PERSON, UNLESS THEY ARE ACTING UNDER THE ELECTION OF A LICENSED PROFESSIONAL ENGINEER, TO ALTER THIS DOCUMENT.</small>	
DRAWN BY: CHECKED BY: APPROVED BY:	
SSC	JWM
RFD REV #1: 2	
<h2 style="margin: 0;">CONSTRUCTION DOCUMENTS</h2>	
<h3 style="margin: 0;">SUBMITTALS</h3>	
REV	DATE DESCRIPTION
A	08/17/2021 ISSUED FOR REVIEW
B	1/7/2022 ISSUED FOR REVIEW
C	1/18/2022 ISSUED FOR REVIEW
D	1/14/2023 ISSUED FOR CONSTRUCTION
A&E PROJECT NUMBER DKOKC00065B	
DISH WIRELESS, LLC PROJECT INFORMATION DKOKC00065B 4151 W ROBINSON ST NORMAN, OK 73072	
SHEET TITLE OVERALL AND ENLARGED SITE PLAN	
SHEET NUMBER <h1 style="margin: 0;">A-1</h1>	



SECTOR	POSITION	ANTENNA						TRANSMISSION CABLE
		EXISTING OR PROPOSED	MANUFACTURER - MODEL NUMBER	TECHNOLOGY	SIZE (sqm)	AZIMUTH	RAD. COV.	FEED LINE TYPE AND LENGTH
ALPHA	A1	PROPOSED	JMA - MOOFPROB65	50	72.0" x 20.0"	0°	75°-0°	(1) HIGH-CAPACITY FIBER CABLE (150' LONG)
BETA	B1	PROPOSED	JMA - MOOFPROB65	50	72.0" x 20.0"	180°	75°-0°	
GAMMA	C1	PROPOSED	JMA - MOOFPROB65	50	72.0" x 20.0"	240°	75°-0°	

EDITOR	POSITION	FRN		TECHNOLOG
		MANUFACTURER -	MODEL -	
		NUMBER		
ALPHA	A1	FWITSU	-TA0025-8505	n71 jn29
	A1	FWITSU	-TA0025-8504	n70 jn58
BETA	B1	FWITSU	-TA0025-8505	n71 jn29
	B1	FWITSU	-TA0025-8504	n70 jn58
GAMMA	C1	FWITSU	-TA0025-8505	n71 jn29
	C1	FWITSU	-TA0025-8504	n70 jn58

NOTES

1. CONTRACTOR TO REFER TO FINAL CONSTRUCTION RDS FOR ALL RF DETAILS.
2. ANTENNA AND RRH MODELS MAY CHANGE DUE TO EQUIPMENT AVAILABILITY. ALL EQUIPMENT CHANGES MUST BE APPROVED AND REMAIN IN COMPLIANCE WITH THE PROPOSED DESIGN AND STRUCTURAL ANALYSES.

42

A-2

**File Attachments for Item:**

27. CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$10,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE EMERGENCY MANAGEMENT MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT, CONTRACT K-2122-111; AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/2022

**REQUESTER:** David Grizzle, Emergency Management Coordinator

**PRESENTER:** Travis King, Fire Chief/Emergency Management Director

**ITEM TITLE:** CONSIDERATION OF ACCEPTANCE, APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF A GRANT IN THE AMOUNT OF \$10,000 FROM THE NATIONAL ASSOCIATION OF CITY AND COUNTY HEALTH OFFICIALS (NACCHO) TO SUPPORT THE EFFORTS OF THE EMERGENCY MANAGEMENT MEDICAL RESERVE CORPS VOLUNTEER PROGRAM FOR THE FIRE DEPARTMENT, CONTRACT K-2122-111; AND BUDGET TRANSFERS AS OUTLINED IN THE STAFF REPORT.

---

### BACKGROUND:

In November 2021, the Norman Office of Emergency Management applied for a grant through the National Association of City and County Health Officials (NACCHO) to support the efforts of the Medical Reserve CORPS volunteer program, managed by Norman Emergency Management.

### DISCUSSION:

During January 2022, NACCHO provided notice to the Medical Reserve CORPS units of the availability of a grant for operational readiness. Norman Emergency Management coordinates the activities of the City of Norman/Cleveland County Medical Reserve CORPS. The grant was applied for and was approved for disaster response activities. The grant allows for the continued collaboration between Emergency Management, Envision Success for Veterans and the Oklahoma University School of Social Work for expenses related to the Internship project. This grant allows for a continued funding to Envision Success as the project agency of the intern project. This grant allows for travel funds to attend workshops and conferences as continuing education and training.

### RECOMMENDATION:

It is therefore recommended the Grant be received in the amount of \$10,000; be receipted into the Special Grants Fund, revenue account [Emergency Management/Other Revenue \(226-333360\)](#) and allocated as follows: \$4,000 to Emergency Management/ Other Professional Services (22695508-44099); \$2,400 to Emergency Management/Rentals and Leases: Other Rentals (22695508-44599); \$1,500 to Emergency Management/Minor Equipment and Tools



(22695508-43610); and \$2,100 to Employee Travel – Emergency Management/Workshops and Seminars (22695508-44604). The expenditure and revenue accounts project number is GF0026.

# National Association of County and City Health Officials

## AGREEMENT

National Association of County and City Health Officials  
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005  
Tel. (202)783-5550 Fax. (202)783-1583

**CONTRACT # MRC 22 - 0333**

This Agreement is entered into, effective as of the date of the later signature indicated below (the “Effective Date”), by and between the **National Association of County and City Health Officials** (“NACCHO”), with its principal place of business at 1201 (I) Eye Street NW 4th Fl., Washington, DC 20005 and **City of Norman** (“Organization”), with its principal place of business at 415 E. Main, Norman, Oklahoma 73071.

WHEREAS, NACCHO has received a grant from the Department of Health and Human Services’ Office of the Assistant Secretary of Preparedness and Response (Grant No. 5 HITEP 200045-02-00, CFDA # 93.008) (the “Grant”) to build the capacity of local Medical Reserve Corps (“MRC”) units;

WHEREAS, pursuant to the terms of the Grant, NACCHO has agreed, among other things, to provide support to MRC units and to encourage these units to provide certain information to The Office of the Assistant Secretary of Preparedness and Response, Medical Reserve Corps Program (“MRC Program”);

WHEREAS, Organization is either the unit sponsoring agency or is an MRC unit that is registered in good standing with the MRC Program;

WHEREAS, pursuant to the terms of the Grant, NACCHO desires to provide funding to Organization in exchange for Organization agreeing, among other things, to undertake the activities indicated in their capacity building application or oversee such activities and to provide certain information to the MRC Program;

NOW, THEREFORE, NACCHO and Organization, intending to be legally bound, in consideration of the promises and mutual covenants and obligations contained herein, hereby agree as follows:

1. **TERM OF AGREEMENT:** The term of the Agreement shall begin from the Effective Date and shall continue until September 29, 2022 (the “Term”).
2. **PAYMENT FOR SERVICES:** In consideration for the completion of services performed by Organization as set forth in Section 3, NACCHO shall pay Organization a Firm Fixed Price payment of \$10,000. The parties agree that payment method shall be made by check, via postage-paid first-class mail, at the address for the giving of notices as set forth in Section 15 of this Agreement.
3. **ORGANIZATION’S OBLIGATIONS:** In consideration for the payment described,

# National Association of County and City Health Officials

## AGREEMENT

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Tel. (202)783-5550 Fax. (202)783-1583

Organization agrees, during the Term of this Agreement, by performing the following criteria below:

- a. Has 501c (3), is a governmental agency, or is an organization capable of and willing to receive federal funds on its behalf.
- b. Organization receiving the funds must be actively registered in SAM.gov.
- c. Utilizes MRC Operational Readiness Award funds for approved purposes, and as indicated in its award application.
- d. Submission of a signed contract and Deliverable 1 by April 15, 2022 - See Appendix A (Required to receive 100% of payment).
- e. Submission of Deliverable 2 by July 29, 2022 – See Appendix B.  
If Deliverable 2 is not completed by July 29, 2022, 50% of the received payment as described in Clause 3.d. shall be refunded back to NACCHO. Organization shall contact NACCHO promptly to notify and start the process of refund.
- f. Submission of Deliverable 3 – All awardees will be required to complete a final project survey as part of the funding agreement. Completion of Deliverable 3 is required to be considered in the next MRC award selection.

4. REVISIONS AND AMENDMENTS: Any revisions or amendments to this Agreement, including changes of payment method and/or address, must be made in writing and signed by both parties.
5. ASSIGNMENT: Organization may not assign this Agreement nor delegate any duties herein without the expressed written approval of NACCHO.
6. INTERFERING CONDITIONS: Organization shall promptly and fully notify NACCHO of any condition that interferes with, or threatens to interfere with, the successful carrying out of Organization's duties and responsibilities under this Agreement, or the accomplishment of the purposes thereof. Such notice shall not relieve Organization of said duties and responsibilities under this Agreement.
7. PUBLICATION: Organization hereby acknowledge that the research reported in the publication/press release was supported by the Department of Health and Human Services Office of the Assistant Secretary for Preparedness and Responses under award No. 5 HITEP200045-02-00 CFDA 93.008. The content of such publication or press release is solely the responsibility of the authors and does not necessary represent the official view of the Department of Health and Human Services Office of the Assistant Secretary of Preparedness,
8. RESOLUTION OF DISPUTES: The parties shall use their best, good faith efforts to cooperatively resolve disputes and problems that arise in connection with this Agreement. Both parties will make a good faith effort to continue without delay to carry out their

## National Association of County and City Health Officials

### AGREEMENT

National Association of County and City Health Officials  
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005  
Tel. (202)783-5550 Fax. (202)783-1583

respective responsibilities under the Agreement while attempting to resolve the dispute under this section. If a dispute arises between the parties that cannot be resolved by direct negotiation, the dispute shall be submitted to a dispute board for a nonbinding determination. Members of the dispute board shall be the Director or Chief Executive Officer of the Organization, the Executive Director of NACCHO, and the Senior Staff of NACCHO responsible for this Agreement. The costs of the dispute board shall be paid by the Organization and NACCHO in relation to the actual costs incurred by each of the parties. The dispute board shall timely review the facts, Agreement terms and applicable law and rules, and make its determination. If such efforts fail to resolve the differences, the disputes will be submitted to arbitration in the District of Columbia before a single arbitrator in accordance with the then-current rules of the American Arbitration Association. The arbitration award shall be final and binding upon the parties and judgment may be entered in any court of competent jurisdiction.

9. ENTIRE AGREEMENT: This Agreement contains all agreements, representations, and understandings of the parties and supersedes and replaces all previous understandings, commitments, or agreements, oral or written.
10. PARTIAL INVALIDITY: If any part, term, or provision of this Agreement shall be held void, illegal, unenforceable, or in conflict with any law, that part, term, or provision shall be restated to effectuate the parties' intentions, and the validity of the remaining portions or provisions shall not be affected.
11. GOVERNING LAW: This Agreement shall be governed by and construed in accordance with the laws of the District of Columbia (without regard to its conflict of law rules).
12. COMPLIANCE WITH FEDERAL LAWS AND REGULATIONS: Organization's use of funds under this Agreement is subject to the directives of and full compliance with 45 CFR Part 74 (Uniform Administrative Requirements for Awards and Subawards to Institutions of Higher Education, Hospitals, Other Non-Profit Organizations, and Commercial Organizations) and 2 CFR Part 200 (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards). It is the Organization's responsibility to understand and comply with all requirements set forth therein.
13. DEBARRED OR SUSPENDED ORGANIZATIONS: Pursuant to Executive Order 12549 and Executive Order 12689 entitled "Debarment and Suspension" and 2 CFR 180, Organization certifies to the best of its knowledge that it is not presently debarred or suspended and will execute no subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs.

**National Association of County and City Health Officials**

Item 27.

**AGREEMENT**

National Association of County and City Health Officials  
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005  
Tel. (202)783-5550 Fax. (202)783-1583

14. AUDITING: Organization agrees to permit independent auditors to have access to its books, records and financial statements for the purpose of monitoring compliance with this contract.
15. NOTICE: All notices under this Agreement shall be in writing and shall be sent via email and first-class mail, postage prepaid, to the addresses below. Either party may update its address by providing written notice to the other party pursuant to the terms of this provision.

**FOR NACCHO:**

National Association of County and City Health Officials  
Attn: NACCHO MRC Team  
1201 (I) Eye Street NW 4th Fl.  
Washington, DC 20005  
Tel. (202) 783-5550  
Fax (202) 783-1583  
Email: [mrc@naccho.org](mailto:mrc@naccho.org)

**FOR ORGANIZATION:**

City of Norman  
Breea Clark  
Mayor  
415 E. Main  
Norman, Oklahoma 73071  
Tel. (405) 307-7190  
Email: [david.grizzle@normanok.gov](mailto:david.grizzle@normanok.gov)

National Association of County and City Health Officials

Item 27.

AGREEMENT

National Association of County and City Health Officials  
1201 (I) Eye Street NW 4th Fl., Washington, DC 20005  
Tel. (202)783-5550 Fax. (202)783-1583

IN WITNESS WHEREOF, the persons signing below warrant that they are duly authorized to sign for and on behalf of, the respective parties.

AGREED AND ACCEPTED AS ABOVE:

NACCHO:

Authorized Signature:

ORGANIZATION:

Authorized Signature:

By: \_\_\_\_\_

Name: Jerome Chester  
Title: Chief Financial Officer  
EIN: 52-1426663

Date: \_\_\_\_\_

By: \_\_\_\_\_

Name: Breea Clark  
Title: Mayor, City of Norman  
EIN: 73-6005350  
DUN: 101501240

Date: \_\_\_\_\_

## CERTIFICATION OF NON-DEBARMENT OR SUSPENSION

In accordance with Executive Order 12549 and Executive Order 12689, entitled Debarment and Suspension, and any applicable implementing regulations, this certification must be completed by the Organization:

1. Under penalty of perjury, except as noted below, all persons or firms or any person associated therewith in the capacity of owner, partner, director, officer, or manager:
  - a. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency.
  - b. Have not, within the three (3) year period preceding this certification, been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (federal, state, or local) transaction or contract under a public transaction, violation of Federal or state antitrust statutes, or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;
  - c. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (federal, state, or local) with commission of any of the offenses listed in subparagraph (1)(b) of this certification; and
  - d. Have not, within the three (3) year period preceding this certification, had one or more public transactions (Federal, state, or local) terminated for cause or default.
  - e. Will not subcontract with parties listed on the General Services Administration's List of Parties Excluded from Federal Procurement or Non-procurement Programs
2. If such persons or firms later become aware of any information contradicting the statements of paragraph (1), they will promptly provide that information to NACCHO.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE
Breea Clark	Mayor, Norman Oklahoma
ORGANIZATION	DATE SIGNED
City of Norman	



MRC 2022 Operational Readiness Awards Budget					
MRC Unit Name:	Oklahoma Region 6 - Cleveland County MRC				
Sponsoring Agency:	City of Norman Oklahoma				
MRC Unit Contact:	David Grizzle				
MRC Unit Email:	<a href="mailto:david.grizzle@normanok.gov">david.grizzle@normanok.gov</a>				
	333	State:	OK	Date:	11/29/2021
Proposed Budget:	\$10,000.00				
Section 1 Budget Amt:	\$0.00	Section 5 Budget Amt:	\$0.00		
Section 2 Budget Amt:	\$4,000.00	Section 6 Budget Amt:	\$2,100.00		
Section 3 Budget Amt:	\$2,400.00	Section 7 Budget Amt:	\$0.00		
Section 4 Budget Amt:	\$1,500.00	GRAND TOTAL:	\$10,000.00		
<b>Section 1: Administrative Costs and Fees</b>					
Line	Item	Description	Qty.	Unit Cost/Rate	Total
1					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub Total					\$0.00
<b>Section 2: Professional Service Fees</b>					
Line	Item	Description	Qty.	Unit Cost/Rate	Total
1	Intern	Internship program stipends	2	\$800.00	\$1,600.00
	Intern Supervisor	Supervisor Stipend	2	\$1,200.00	\$2,400.00
		2 semester 16 wk semseters			\$0.00
		Continued project from 2021			\$0.00
					\$0.00
Sub Total					\$4,000.00
<b>Section 3: Facilities, Rentals, and AV Fees</b>					
Line	Item	Description	Qty.	Unit Cost/Rate	Total
1	Facility cost share	Cost for office provided with	12	\$200.00	\$2,400.00
	Envision Success	phone and access to printer			\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub Total					\$2,400.00
<b>Section 4: Uniforms, Equipment, and Resources</b>					
Line	Item	Description	Qty.	Unit Cost/Rate	Total

1	AED	Auto Electronic Defibrillator	1	\$1,500.00	\$1,500.00
2		for First Aid trailer and Envision	1	\$0.00	\$0.00
					\$0.00
					\$0.00
					\$0.00
					<b>\$1,500.00</b>

#### Section 5: Training & Exercises (T&E)

Line	Item	Description	Qty.	Unit Cost/Rate	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub Total					<b>\$0.00</b>

#### Section 6: Travel/Transportation Services

Line	Item	Description	Qty.	Unit Cost/Rate	Total
1	Workshop	Regional Conf/workshop	1	\$2,100.00	\$2,100.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub Total					<b>\$2,100.00</b>

#### Section 7: Recognition, Recruitment and Outreach

Line	Item	Description	Qty.	Unit Cost/Rate	Total
					\$0.00
					\$0.00
					\$0.00
					\$0.00
					\$0.00
Sub Total					<b>\$0.00</b>

**David Grizzle**

**From:** MRC <mrc@naccho.org>  
**Sent:** Wednesday, January 19, 2022 12:50 PM  
**To:** MRC  
**Subject:** EXTERNAL EMAIL : 2022 MRC Operational Readiness Award Decision  
**Attachments:** 2022-MRC-ORA-Notification.pdf

Dear MRC Unit Leader:

Thank you for applying for a 2022 MRC Operational Readiness Award (ORA). The National Association of County and City Health Officials (NACCHO) is pleased to inform you that your unit has been awarded a Tier 2 award in the amount of \$10,000. **Congratulations!** This funded award is intended to strengthen your MRC unit's current capabilities for evolving response missions.

Please see the attached notification of award letter for the next steps in contract processing and award payment, noting that action is needed by March 18<sup>th</sup>, 2022. Thank you for your dedication and commitment to the Medical Reserve Corps mission.

Sincerely,

NACCHO MRC Team





January 19, 2022

Congratulations! The National Association of County and City Health Officials (NACCHO) is pleased to inform you that your application for a 2022 Medical Reserve Corps (MRC) Operational Readiness Award (ORA) is approved.

Please read this letter in entirety to understand the next steps in the award process. Your action is needed as **NACCHO is requiring the submission of deliverables to begin distributing funding.**

- **Contract processing:**
  - NACCHO will send an electronic copy of your unit's contract in approximately 2-4 weeks to the person listed in the application with signing authority, cc'ing the unit leader. Requests for corrections or changes to designated approving authorities, housing agencies, or addresses on the contract must be submitted to [mrc-contracts@naccho.org](mailto:mrc-contracts@naccho.org) by March 11, 2022.
  - Awardees are to return the following as one combined document to [mrc-contracts@naccho.org](mailto:mrc-contracts@naccho.org) by March 18, 2022:
    1. Signed contract.
    2. Signed certification of non-debarment or suspension.
  - In order to fully execute the contract, your sponsoring agency's SAM.gov account must remain active throughout contract processing. If the registration expires within the next eight weeks, please update/renew the entity to maintain active status.
- **Award payment process:**
  - Funding will be distributed in one, full payment upon receipt of the following:
    1. Deliverable 1 (Invoice and ORA Action Plan) by March 18, 2022 via [Qualtrics \(https://naccho.co1.qualtrics.com/jfe/form/SV\\_9GBQmlljPvzxyJw\)](https://naccho.co1.qualtrics.com/jfe/form/SV_9GBQmlljPvzxyJw).
      - Complete and upload this [template](#) to fulfil the Deliverable 1 requirement.
      - Tip: Refer to the information provided in [your application](#) to complete the ORA Action Plan.
    2. Active SAM.gov account throughout the duration of contract processing.
    3. Signed contract and certification of non-debarment or suspension returned via email to [mrc-contracts@naccho.org](mailto:mrc-contracts@naccho.org) by March 18, 2022.
- **Reminders regarding your budget and use of funds:**
  - Awardees are expected to use funds as outlined in the application budget to support MRC response capabilities. Funds should not be used to support non-MRC agency activities or purchases.
  - Awardees must follow all applicable guidelines, laws, and executive orders. Please see Federal Guidance [45 CFR Part 75](#) and [2 CFR Chapter I, Chapter II, Part 200](#) (Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards) for guidance on using federal funding.
  - Any branding of durable equipment purchases must include the MRC brand to acknowledge the intent of the funding. Equipment purchases are not transferable to partner agencies or organizations.
  - Using funds to purchase gift cards as incentives, stipends, or as a form of reimbursement is not allowed.



**Public Health**  
Prevent. Promote. Protect.





National Association of County & City Health Officials

- Using funds for donations, entertainment, or promotional 'giveaways' is not allowed.
- Awardees are to notify NACCHO MRC staff at [mrc@naccho.org](mailto:mrc@naccho.org) for requests for budget modifications that exceed 10% of the overall budget.

Once again, congratulations on this award! NACCHO values the important work of the MRC and looks forward to highlighting and sharing the impact of the funding through the information you provide in your Interim Project Survey and Final Project Evaluation Survey. We encourage you to capture your volunteer and unit activities throughout the project period for inclusion in these reports. If you have any questions, please contact NACCHO MRC staff at [mrc@naccho.org](mailto:mrc@naccho.org).

Thank you for your dedication and commitment to the Medical Reserve Corps mission.

Sincerely,

A handwritten signature in blue ink that reads "Kathy Deffer".

**Kathy Deffer**

Director, Preparedness

National Association of County and City Health Officials (NACCHO)



**File Attachments for Item:**

28. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-98: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$149,454 FROM THE CAPITAL FUND BALANCE TO COMPLETE THE PURCHASE OF FIVE (5) 3500 DODGE PROMASTER VANS FOR THE PUBLIC TRANSPORTATION FLEET THAT HAD BEEN PREVIOUSLY APPROVED BY CITY COUNCIL ON DECEMBER 14, 2021.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/2022

**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-2122-98: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$149,454 FROM THE CAPITAL FUND BALANCE TO COMPLETE THE PURCHASE OF FIVE (5) 3500 DODGE PROMASTER VANS FOR THE PUBLIC TRANSPORTATION FLEET THAT HAD BEEN PREVIOUSLY APPROVED BY CITY COUNCIL ON DECEMBER 14, 2021.

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### BACKGROUND:

The City of Norman took over the operations of the City public transportation system on June 1, 2019, from the University of Oklahoma. Since then, staff has worked diligently to pursue federal grant opportunities to maximize local funding to replace the aged vehicles that were inherited as a part of the transition of service.

The Federal Transit Administration's (FTA) Grants for Buses and Bus Facilities Formula Program - 5339(a) provides funding to states and transit agencies through a statutory formula to replace, rehabilitate and purchase buses and related equipment to construct bus-related facilities. Eligible Recipients include designated recipients that operate fixed-route bus services or that allocate funding to fixed-route bus operators; and State or local governmental entities that operate fixed-route bus services that are eligible to receive direct grants under sections 5307 and 5311. The City of Norman is the operator of fixed-route bus service and receives direct grants under section 5307, thus making it eligible for section 5339 annual appropriation.

When the City became the Norman Urbanized Area grantee for FTA funds and took over the service from the University, there were un-programmed section 5339 funds that became available. \$346,703 of those federal funds are programmed and available in FTA grant OK-2020-026 for replacing vehicles in the public transportation paratransit fleet.

On December 14, 2021 the City Council passed and adopted resolution R-2122-72 appropriating \$346,703 from the capital fund balance to the public transit and parking fund to be used to purchase five (5) 3500 Dodge Promaster vans for the Public Transportation Fleet.



## DISCUSSION:

Since taking over the transit operations, the City has replaced one paratransit vehicle in the spring of 2020 with one new 3500 Dodge Promaster. Out of the fifteen (15) paratransit vehicles, this is the only vehicle that is not eligible to be retired based on FTA grant requirements. In addition, one of the vehicles has been decommissioned due to a transmission failure which cost more than the vehicle's value. Thus, out of the fifteen (15) paratransit vehicles in the public transportation fleet, the City has one (1) new vehicle, one (1) decommissioned vehicle, and thirteen (13) that are so old and have such high mileage that they are eligible to be retired.

Once the five (5) new vehicles are received, approximately 1/3 of the vehicles in the paratransit fleet will be in acceptable condition. Purchasing the vehicles using the State of Oklahoma contract SW0797 will satisfy Norman's code section 8-204. In addition, the State of Oklahoma contract SW0797 was bid to meet the proper Federal Transit Administration (FTA) requirements.

The original quote received per vehicle is \$93,903, making a total quote for five (5) vehicles \$469,515. This would result in the City matching the \$346,703 (73%) federal grant funding with \$122,812 (27%) in local funding. Funds for the local match are available in the FYE 2022 budget in Public Works/Transit Division General Fund, Service Equipment/Bus (27550276-45007). A budget appropriation of \$346,703 was approved from the Capital Fund Balance (account number 50-29000), for the up-front expenses covered by the FTA grant.

Due to supply chain issues associated with the ongoing pandemic, a new quoted price per vehicle of \$116,933 was received on February 16, 2022, making the total for five (5) vehicles \$584,655. Staff is proposing to increase the FTA grant funding to \$496,157 (approximately 85%) using funds that are not yet obligated to a specific project but are appropriated to the Norman Urbanized Area and program the funds as a budget amendment to FTA grant OK-2020-026. This increase in federal grant funding would reduce the local match to \$88,508 (approximately 15%), a reduction of \$34,304 in local matching funds despite increase in the overall cost.

To complete the purchase, additional funds would need to be appropriated from the Capital Fund Balance to the Public Transit and Parking Fund. The additional funds would be the difference between the new total grant funding (\$496,157) less the amount already approved by Council (\$346,703) for a total of \$149,454. Once the new vehicles are received, City staff will replace those vehicles that are most needed to be retired and that are in line with the City's vehicle ranking replacement process. Staff will then submit for reimbursement from FTA for the federal share (\$496,157) of the project.

If approved, staff will initiate a purchase order to Creative Bus Sales to put the vehicles in the queue for production. Due to a delay and backlog of chassis' available for these vehicles, delivery to Norman is expected to be approximately August-September 2022. Once received and inspected, these vehicles will be utilized to provide the City's paratransit service.

## RECOMMENDATION:

Staff recommends approval of resolution R-2122-98 appropriating an additional \$149,454 from the Capital Fund Balance (50-29000) to Service Equipment/Bus (27550276-45007) in the Public Transit and Parking Fund to be used to purchase five (5) 3500 Dodge Promaster vans for the public transportation fleet.



Creative Bus Sales

# State of Oklahoma Contract

SW0797C

FY 2022

Preparer: Brent Roy

## Base Model

Lone Star Promaster 3500 3.6L V6 9,350 GVWR

Base Model Price: \$ 119,920.00

Options: \$ 1,185.00

Other Available Options: \$ (10,012.00)

Unpublished Options: \$ 5,840.00

**LONE STAR**  
**ADA Vans**  
 A Division of **FOREST RIVER**

Vehicle Length	Lift Position	WC Positions	Total # Passengers	CDL Required
19'	Front	2	9	No

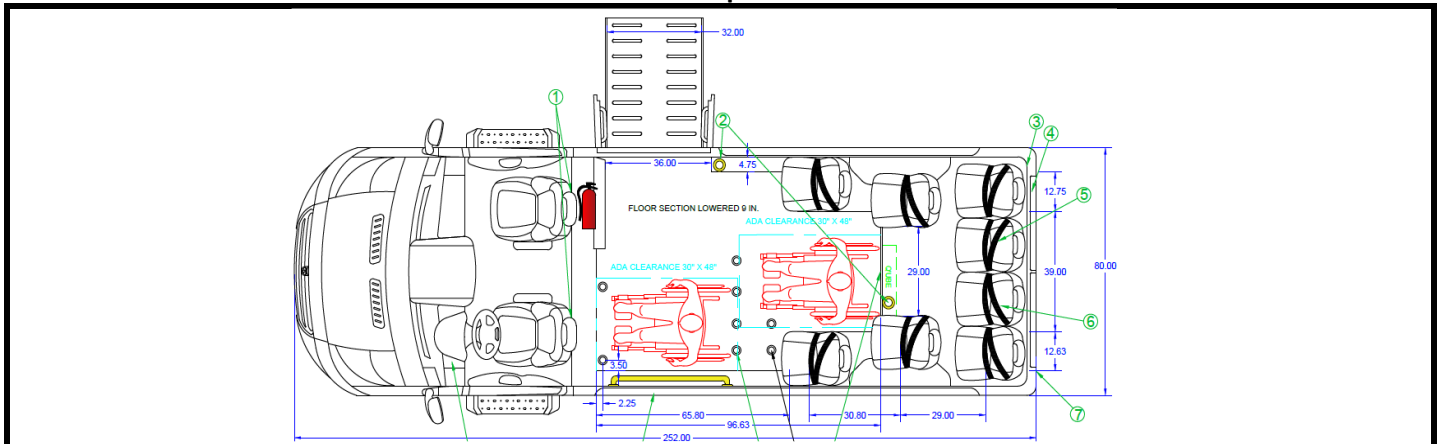
QTY Vehicles: 5 Total Contract Price: \$ 584,665.00

Per Vehicle Price: \$ 116,933.00

## Customer Info

Customer:	City of Norman, OK
Address:	1301 Da Vinci, Norman, OK 73069
Contact:	Taylor Johnson
Office Phone:	405-217-7761
Mobile Phone:	405-818-7092
E-Mail:	<a href="mailto:taylor.johnson@normanok.gov">taylor.johnson@normanok.gov</a>

## Floorplan



**Chassis**

Ram Promaster 3500 High Roof chassis - 9,350 GVWR, 159" WB EXT  
3.6L V6 24V VVT gasoline engine  
6-Speed Automatic 62TE Transmission  
220-amp alternator  
Power-assisted hydraulic front & rear disc brakes  
4-wheel anti-lock brake system  
22-gallon OEM fuel tank  
16"x6" aluminum wheels  
Cruise control  
Cloth driver and co-pilot seats  
Driver/Co-pilot sun visor  
Power windows  
Power door locks  
Power-heated mirrors  
OEM chassis dash heater, A/C, and defroster  
Bright white clear coat

**Body**

Lowered floor behind driver/co-pilot for ADA access  
Driver side step  
Electric passenger entry door (A&M Systems)  
3-pt passenger seat belts  
ABS interior paneling - walls and ceiling  
Altro flooring

**ADA**

Manual swing away ramp providing 32" usable width  
One (1) set of Q'Straint retractable wheelchair securement systems  
ADA interlock  
ADA-compliant ramp and door entrance lighting

**Safety**

5 lb. fire extinguisher  
First aid kit  
Emergency triangle kit  
Backup alarm  
Emergency window

**Options**

Qty	Description	FY 2022 List Price	QTY Total
1	Additional Wheelchair Securement Position (includes Q'Straint Q'UBE system)	\$ 1,185.00	\$ 1,185.00
-	<b>Subtotal Manufacturer Options:</b>		<b>\$ 1,185.00</b>

**Other Available Options**

Qty	Description	FY 2022 List Price	QTY Total
1	Delete Air Ride kneeling suspension system	\$ (10,012.00)	\$ (10,012.00)
-	<b>Subtotal Manufacturer Options:</b>		<b>\$ (10,012.00)</b>

**CBS Unpublished Options**

Qty	Description	FY 2022 List Price	QTY Total
1	Angel Trax camera system - City of Norman Specs	\$5,840	\$ 5,840.00
-	<b>Subtotal CBS Unpublished Options:</b>		<b>\$ 5,840.00</b>

R-2122-98

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, APPROPRIATING \$149,454 FROM THE CAPITAL FUND BALANCE TO PROVIDE ADDITIONAL FUNDING DUE TO A PRICE INCREASE TO COMPLETE THE PURCHASE OF FIVE (5) 3500 DODGE PROMASTER VANS FOR THE PUBLIC TRANSPORTATION FLEET THAT HAD BEEN PREVIOUSLY APPROVED BY CITY COUNCIL ON DECEMBER 14, 2021.

- § 1. WHEREAS, On December 14, 2021, City Council approved Resolution R-2122-72 appropriating \$346,703 from the Capital Fund Balance to be used to purchase five (5) 3500 Dodge Promaster Vans for the Public Transportation Fleet; and
- § 2. WHEREAS, the original quote received per vehicle was \$93,903 for a total amount of \$469,515 for all five vans with the City providing \$122,812 (27%) in local funding; and
- § 3. WHEREAS, due to supply chain issues associated with the ongoing pandemic, a new quoted price per vehicle of \$116,933 was received for a total cost of \$584,655 for five vehicles; and
- § 4. WHEREAS, Staff is proposing to increase the Federal Transportation Administration (FTA) Grant funding to \$496,157 (approximately 85%) using funds not yet obligated to a specific project but appropriated to the Norman Urbanized Area and those funds will be programmed as a budget amendment to FTA Grant OK-2020-026 which will reduce the local match to \$88,508 (approximately 15%); and
- § 5. WHEREAS, if approved, staff will initiate a purchase order to Creative Bus Sales to put the vehicles in the queue for production with delivery to be approximately August-September, 2022.

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

- § 6. That the following appropriation be made for the reason as stated above.

<u>Account Name</u>	<u>Losing Account</u>	<u>Gaining Account</u>	<u>Amount</u>
Service Equipment/Bus	50-29000	27550276-45007	\$149,454

PASSED AND ADOPTED this 8th day of March, 2022.

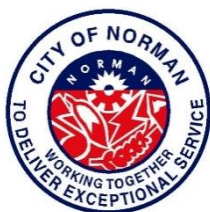
\_\_\_\_\_  
Mayor

ATTEST:

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

**File Attachments for Item:**

29. CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-100: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY STACEY ERIN CLEMENT UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *STACEY ERIN CLEMENT V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE NO. 2020-04580 R; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.



## CITY OF NORMAN, OK STAFF REPORT

**MEETING DATE:** 3/08/2022

**REQUESTER:** Jeanne Snider

**PRESENTER:** Jeanne Snider, Assistant City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, REJECTION, AMENDMENT, AND/OR POSTPONEMENT OF RESOLUTION R-2122-100: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY STACEY ERIN CLEMENT UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF STACEY ERIN CLEMENT V. THE CITY OF NORMAN, WORKERS' COMPENSATION COMMISSION CASE NO. 2020-04580 R; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

### BACKGROUND:

Stacey Erin Clement was injured on June 4, 2020, and filed an Oklahoma Workers Compensation Commission No. 2020-04580 R on August 14, 2020, alleging a single incident injury to the head, face, neck, back, both shoulders, arms, hands, and legs as a result of a motor vehicle accident. The claim was accepted and has proceeded through the normal litigation process.

Prior to a trial being held, Ms. Clement has agreed to settle her claim for 20 percent permanent partial disability to the whole body in the total amount of \$25,200 which represents 4% (\$5,040) to the head, 8% (\$10,080) to the neck, 3% (\$3,780) to the back, 2.5% (\$3,150) to the right shoulder, 2.5% (\$3,150) to the left shoulder and 0% to the face, arms, hands, and legs. The settlement offer is being recommended and is being presented to the City Council for consideration.

### DISCUSSION:

Ms. Clement is a Police Captain for the City of Norman's Police Department. She was hired September 24, 2002, reclassified to a Master Police Officer September 11, 2006 and promoted to Lieutenant February 7, 2014 and Captain February 28, 2020.



Medical Treatment. Ms. Clement was seen in the emergency room at Norman Regional Hospital the day of her injury, treated conservatively and directed to follow-up with Norman Regional Occupational Medicine. On June 18, 2020, she was seen at Norman Regional Occupational Medicine and was treated conservatively to include physical therapy. Due to continued symptomatology without improvement, Ms. Clement was sent for a MRI of the cervical spine on July 23, 2020 and referred to an orthop-spine specialist, Dr. Stephen Eichert. On August 10, 2020, Dr. Eichert referred Ms. Clement to Dr. Rita Hancock for pain management. She was then evaluated by Dr. Lonnie Litchfield on August 26, 2020 and referred to a new treating physician Dr. Jason Leinen. Dr. Leinen treated Ms. Clement conservatively to include physical therapy and underwent an epidural steroid injection by Dr. Darryl Robinson on December 11, 2020. She was released by Dr. Leinen maximum medical improvement on March 1, 2021 without restrictions.

Issues for Trial. Since there is no question Ms. Clement's injury to the head, neck, back, right and left shoulder, occurred while in the course of her employment with the City, the primary issues to be tried in this case before the Workers' Compensation Commission are the extent of her injury and whether the injury is permanent in nature. Permanent partial disability is a factual determination made by the Workers' Compensation Commission Trial Judge based on doctors' opinions and medical records regarding the extent of permanent partial impairment.

Evaluations. Ms. Clement was evaluated by Dr. Litchfield on March 17, 2021, regarding the above claim and opined a total rating of 28 percent permanent partial disability to the whole body over and above any prior injury. This rating represented 5% (\$6,300) to the head, 8% (\$10,080) to the cervical spine, 5% (\$6,300) to the thoracic spine, 5% (\$6,300) to the right shoulder, 5% (\$6,300) to the left shoulder and 0% to the face, bilateral arms, hands, and legs. On November 5, 2021, Dr. C.B. Pettigrew, the medical expert for the City, opined 2 percent (\$2,520) permanent partial impairment to the whole body regarding the cervical spine and 0 percent to the head, thoracic spine, right shoulder, left shoulder, face, bilateral arms, hands, and legs. The City's maximum exposure for total PPD would be \$35,280.

Trial. The case proceeded through the normal litigation process; however, Ms. Clement has agreed to a settlement of this case as outlined below. If a trial was held in this case, the Judge could determine nature and extent to her injuries and award permanent partial disability.

Proposed Settlement. The proposed settlement closes the case in a lump sum payment of \$25,200 (less 20% attorney fee) representing the settlement amount discussed above. Pursuant to 85A O.S. § 31(7), for injuries occurring on or after July 1, 2019, a Multiple Injury Trust Fund assessment in the amount of \$756, representing (3%) of the permanent partial disability award shall be deducted and paid to the Oklahoma Tax Commission.

It is felt that the settlement to close this case is fair and reasonable. A settlement is beneficial to the City in that it is a full, final and complete settlement of any and all claims and closes out any continued medical treatment. This settlement is beneficial to Ms. Clement in that it provides certainty for an award and would be paid in a lump sum rather than at a weekly rate over a period of time.

Furthermore, if this case is settled in this manner, the City would incur additional costs and fees

of:

Workers' Compensation Administration Fund Tax in the amount of \$504; Special Occupational Health & Safety Tax in the amount of \$189; and Workers Comp Commission Filing fee in the amount of \$140.00. In addition, the City would incur an additional cost and fee for the Cleveland County Court Filing Fee in the amount of \$154.14.

These additional costs and fees total \$987.14, which brings the total cost of this settlement to the City to \$26,187.14. Adequate funds are available in the Order/Settlements Account (43330102-42131).

**RECOMMENDATION:**

For the reasons outlined above, it is believed this settlement is fair, reasonable, and in the best interest of the City. Acceptance of the settlement would require the payments as outlined above. If approved, the settlement amount would be paid to Ms. Clement and her attorney in a lump sum. The settlement would be certified to the Cleveland County District Court to be placed on the property tax rolls for collection over the next three years in accordance with 85A O.S. § 107, 51 O.S. § 159, and 62 O.S. § 361, *et seq* and 85 O.S. § 313, 51 O.S. § 159, and 62 O.S. § 361, *et seq*. Certifying the order to the property tax rolls would, in effect, reimburse the City's Workers' Compensation Fund over the next three years.

R-2122-100

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING JOINT PETITION SETTLEMENT OF THE CLAIM FILED BY STACEY ERIN CLEMENT UNDER THE PROVISIONS OF THE WORKERS' COMPENSATION STATUTES OF THE STATE OF OKLAHOMA IN THE CASE OF *STACEY ERIN CLEMENT V. THE CITY OF NORMAN*, WORKERS' COMPENSATION COMMISSION CASE NO. 2020-04580 R; DIRECTING THE LEGAL DEPARTMENT TO THEN FILE SUCH SETTLEMENT AND ALL ATTENDANT COSTS IN THE WORKERS' COMPENSATION COMMISSION, OKLAHOMA CITY, OKLAHOMA; AND AUTHORIZING AND DIRECTING THE FINANCE DIRECTOR TO SUBSEQUENTLY PURCHASE SUCH WORKERS' COMPENSATION COMMISSION JUDGMENT FROM THE RISK MANAGEMENT INSURANCE FUND.

- §1. WHEREAS, STACEY ERIN CLEMENT, a Police Captain for the City of Norman's Police Department, alleged a single incident injury to the head, face, neck, back, both shoulders, arms, hands, and legs as a result of a motor vehicle accident on June 4, 2020; and
- §2. WHEREAS, the City of Norman has negotiated settlement for the claim of STACEY ERIN CLEMENT against the City of Norman, under the Workers' Compensation Statutes for a total of \$25,200, which represents 20 percent permanent partial disability to the whole body (\$5,040 - 4% head, \$10,080 - 8% neck, \$3,780 - 3% back, \$3,150 - 2.5% right shoulder, \$3,150 - 2.5% left shoulder and 0% face, arms, hands, and legs) to be paid in a lump sum settlement to Ms. Clement, and such settlement is believe to be fair and reasonable; and
- §3. WHEREAS, the City shall incur additional costs for the settlement for payment of Workers Compensation Commission Case No. 2020-04580 R to the Workers' Compensation Administration Fund in the amount of \$504; the Special Occupational Health and Safety Fund in the amount of \$189; filing fee in the Workers' Compensation Commission in the amount of \$140; and filing fee in the Cleveland County District Court in the amount of \$154.14; and
- §4. WHEREAS, the Risk Management Insurance Fund of the City of Norman has heretofore appropriated funds for the payment of Workers' Compensation settlements covering injuries to qualified persons employed by the City of Norman; and



R-2122-100

§5. WHEREAS, the judgment and award should be transmitted and certified to the Workers' Compensation Commission, Oklahoma City, Oklahoma, which when filed will constitute judgment against the City of Norman, which it is entitled to purchase with funds out of the Risk Management Insurance Fund pursuant to Okla. Stat. tit. 85A, § 107, Okla. Stat. tit. 51, § 159, and Okla. Stat. tit. 62, § 361, *et seq.*; and

§6. WHEREAS, the City Council finds it will be in the best interest of the City if the funds of the Risk Management Insurance Fund are invested in said judgment; and

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

§7. That the Legal Department is authorized to enter into settlement with one STACEY ERIN CLEMENT for not more than \$25,200 for any and all claims that she has or may have against the City of Norman under the Workers' Compensation Statutes for any and all injuries known or unknown which occurred while working for the City of Norman; and

§8. That the Legal Department is directed to hereinafter file such settlement in the Workers' Compensation Court, Oklahoma City, Oklahoma, along with all attendant costs therefore, as provided by law; and

§9. That the Finance Director is authorized and directed to purchase such judgment of the Workers' Compensation Commission, Oklahoma City, Oklahoma, out of funds of the Risk Management Insurance Fund of the City of Norman.

PASSED AND ADOPTED this \_\_\_\_\_ day of \_\_\_\_\_, 2022.

\_\_\_\_\_  
Mayor

ATTEST:

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

CLEMENT, Stacey Erin

CM-20-04580R (Hd, Face, Nk, Bk, Both Shldrs, Ams, Hds, Lgs)

Date of Injury: 6/4/20 (SI)

PPD Wage: \$350

City Council Date 3/8/22

Atty: Marcus Gowens

Trial Date: N/A Order Date: N/A

DOH: NA Separation (if applicable): N/A

RTW: NA MMI: 3/1/21

Memo

Resolution R-2122-100

Purchase Requisitions

## Permanent Partial Disability Settlement

\$5,040.00	4% Head
\$10,080.00	8% Neck
\$3,780.00	3% Back
\$3,150.00	2.5% R. Shldr.
\$3,150.00	2.5% L. Shldr.
\$0.00	0% Face, Arms, Hands, Legs

Amount Payable to Claimant &amp; Attorney

\$25,200.00 20% %Total PPD Whole Body

Attorney Fees (20% of PPD)

\$ (5,040.00)

Net to Claimant

\$20,160.00

Total Settlement

\$25,200.00

Multiple Injury Trust Fund (3% of PPD-After 7/1/19)

(\$756.00)

43330102-42134

**Net to Attorney & Claimant****\$24,444.00**

43330102-42131

City's Settlement Costs (953-092)

Workers Comp. Admn. Fund ( 2% of PPD)

\$ 504.00

Vendor

2267

43330102-42133

Occupational &amp; Health Trust Fund (0.75%)

\$ 189.00

1950

43330102-42135

Filing Fee - Workers Compensation **Commission**

\$ 140.00

12122

43330102-44704

\$ 833.00

Filing Fee - Cleveland County District Court

\$ 154.14

434

43330102-44703

\$987.14

Total Settlement Cost

\$26,187.14

**Settlement forms:****Copies**

Filed in WCC

Filed in Dist.Ct.

IF Compromise Settlement

11

x

Affidavit of Foreign Judgment

4

x

Assignment of Judgment

4

x

Checks with case name on them

1

Certificate of Mailing

3

x

**File Closing procedure**

Completion

Date

Send Tax Roll Memo to Finance (1st) w/Agenda Approval

Send in Taxes to Tax Commission

Send filing fee to Comp Court

Mail Certified Copy of JP or CS - Mail to all providers

File Affidavit &amp; Assignment in District Court

Send Tax Roll Memo to Finance (1nd) w/Aff &amp; Assignment

Final Letter to Attorney (Sending Aff/Assignment)

Log onto Legal's tracking spreadsheet (Legal/WC/Audits)

Index in file list &amp; place in storage

Send Closing Letter to Claimant's Attorney

**File Attachments for Item:**

30. CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2122-101: A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE PORTER STREETScape 2019 BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY IMPROVEMENTS INCLUDING SIDEWALK, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.



## CITY OF NORMAN, OK STAFF REPORT

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**MEETING DATE:** 03/08/2022

**REQUESTER:** Elisabeth E. Muckala, Asst. City Attorney

**PRESENTER:** Elisabeth E. Muckala, Asst. City Attorney

**ITEM TITLE:** CONSIDERATION OF APPROVAL, ACCEPTANCE, REJECTION, AMENDMENT AND/OR POSTPONMENT OF RESOLUTION R-2122-101:  
A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE PORTER STREETSCAPE 2019 BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY IMPROVEMENTS INCLUDING SIDEWALK, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.

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### BACKGROUND:

The Porter Avenue Corridor from Robinson Street south to Alameda Street along with the intersection of Porter Avenue and Acres Street, has been the subject of much discussion and study over the years, due to concerns over traffic and pedestrian safety.

In 2010, Ochsner Hare & Hare, prepared a Porter Avenue Corridor Study which sought to analyze the area and provide a vision for future improvements to the corridor.

An evaluation of traffic control needs revealed that traffic volumes had reached levels that justify the installation of a new traffic signal at Porter Avenue and Acres Street. Approximately 20,000 vehicles pass through the intersection every day. An aerial photograph of the two 2019 Bond projects within the Porter Avenue Corridor is included in the exhibits to this agenda item.

On April 2, 2019, the citizens of Norman voted in favor of a Bond Issue to finance the local share of nineteen transportation improvement projects. Two of the nineteen 2019 bond projects are the Porter Avenue and Acres Street Intersection Bond Project and the Porter Avenue Streetscape Bond Project. The Porter Avenue Streetscape Bond Project consists of design and construction of streetscape elements along the Porter Avenue corridor between Robinson Avenue on the north and Alameda Street on the south. Proposed improvements include:



- New sidewalks
- Driveway consolidation or elimination (access management)
- Decorative roadway and pedestrian lighting
- Landscaping
- New curb and gutter
- Street furniture (e.g., benches, trash receptacles, ash urns, etc.)

The Porter Avenue and Acres Avenue Intersection Project began construction in November of 2020 and was completed in January of 2022. The Porter Avenue Streetscape project has been approved to receive federal funds to aid in the construction costs and is anticipated to be out for bid in summer of 2022 pending right of way and utility relocations and ODOT environmental review.

On September 10, 2019, the Norman City Council approved Amendment No. 2 to contract K-1213-165 with Garver Engineers, in the amount of \$185,500.00, for a total contract amount of \$400,800.00, for the design of the Porter Avenue Streetscape project including the portion of the project from Robinson Avenue to Hughbert Street, which coincides with the northern boundary of the Porter Avenue and Acres Street Intersection Project.

On April 28, 2020, the Norman City Council approved Amendment No. 3 to contract K-1213-165 with Garver Engineers, in the amount of \$175,000.00, for a total contract amount of \$575,800.00, for the design of the Porter Avenue Streetscape project, which expands the design scope to encompass the full project, adding the section of Porter Avenue from the southern boundary of the Porter Avenue and Acres Street Intersection Bond Project to Alameda Street.

On September 8, 2020, the Norman City Council approved Resolution R-2021-48, Programming Federal Surface Transportation Block Grant Program Urbanized Area (STPBG-UZA) funds for roadway improvements along Porter Avenue between Robinson Street and Alameda Street in Norman.

On July 13 2021, the Norman City Council approved Authorization for Expenditure No. Six under on-call Contract K-1314-102, with Smith-Roberts Land Services (SRLS), in the amount of \$89,055, for right-of-way acquisition services.

On October 26, 2021 City Council approved Authorization for Expenditure No. Seven, under Contract K-1314-102 between the City of Norman, OK and Smith-Roberts Land Services, Inc., in an amount not-to-exceed \$10,884.00, to provide acquisition services under an on-call contract utilizing funds from the Porter Avenue Streetscape Bond Project.

## **DISCUSSION:**

For the project, twenty-one (21) necessary acquisitions were identified. Offer letters for the necessary permanent and temporary easements were first sent to the property owners on January 10, 2022. Since that time, the City and its hired consultants have made contact with every owner and endeavored to amicably acquire the necessary easements. Many acquisitions have been achieved by amicable means. Four parcels (six total easements) are brought for City Council's consideration and acceptance on this same date. Additionally, easements for as many

as seven additional parcels will be brought for City Council's consideration and acceptance at the March 22, 2022 City Council Meeting.

The City contracted with Smith Roberts Land Service Inc., acquisition agent, to acquire the necessary right-of-way and easements within the project boundaries to construct and maintain the proposed project. On acquisitions valued over \$10,000, an appraisal of the property is required to determine fair market value for the individual parcel. Easements less than \$10,000 utilize an average value based on the parcels involved in the project area. In addition to paying landowners for the acquired property, they are paid for any damages such as to fences or trees, and other items located within the easement that may need to be replaced, acquired or relocated. After the easement values are determined, the acquisition agent meets with the landowner to discuss the purchase of the easement. If the landowner agrees with the terms, then the documents are signed and the landowner is compensated for the easement including any damages upon City Council approval.

If the landowner and appraiser cannot agree on a fair value for the property, the land may be acquired through a process called eminent domain, which allows a government to acquire private property for public use with compensation. In this process, a third party establishes an independent fair market value of the property being acquired, which becomes the purchase price of the property regardless of whether it is more or less than the original appraised value.

The appraisal of the property was conducted by an Oklahoma Department of Transportation (ODOT) Certified Appraiser. Following completion of the appraisal, another appraiser certified by ODOT conducted a review appraisal. The purpose of the "review appraisal" is to evaluate the appraisal in order to correct any deficiencies and to insure that the appraisal of the property is in order.

The basis of requiring an appraisal and a review appraisal is that it insures that the provisions of the Fifth Amendment of the United States Constitution and the Constitution of the State of Oklahoma are met. The Fifth Amendment provides in part: ". . . nor shall private property be taken for public use without just compensation." Further, the Constitution of the State of Oklahoma provides: "Private property shall not be taken or damaged for public use without just compensation. Just compensation shall mean the value of the property taken, . . ."

Finally, 11 O.S. § 22-104 provides that "every municipality shall have a right to:(3) exercise the right of eminent domain for any municipal purpose,..."

Section 22-105 provides:

Private property may be taken for public use, or for the purpose of giving a right-of-way or other privilege for any necessary purpose, in the manner provided by law; but in every case the municipality shall make adequate compensation to the person or persons whose property shall be taken or injured thereby as provided by law.

By requiring the appraisal and a review of the appraisal, it helps insure that the offer to the property owner is adequate. The Courts have viewed "just compensation" as the fair market value of the property taken... fair market value ... means money which [the] purchaser willing

but not obligated to buy property would pay to the owner willing but not obligated to sell it.” *Grand River Dam Authority v. Bonford*, 111 P.2d 182 (Okla. 1941).

The City of Norman, directly and/or through its right-of-way agents, has been working with the property owners’ agents to address any concerns they might have regarding the acquisitions. However, the City and its agents have not yet been able to complete acquisitions with respect to 10 parcels (14 total easements): Parcels 1, 3, 5, 7, 8, 11, 16, 18, 19, and 21.

Parcels 1 and Parcels 3 and 5 are owned by a person and affiliated entity, so all acquisition discussions have involved the same owner representative and been conducted collectively for all parcels. A resolution has not been able to be reached as to the value of the land acquisition as well as the value of certain damages. The City believes that the parties have likely reached an impasse in negotiations; nonetheless, attempts to resolve amicably will continue for these three parcels.

Parcels 8 and 18 have both rejected the City’s offer on the basis of both land and damages value. However, either parcel has yet to provide a counter-offer or otherwise engage in negotiations aimed to resolve the acquisition. In the interests of time, the City must pursue eminent domain through court in order to preserve the project timeline, but will be ready to consider any counter-offer eventually presented by these parties.

Parcels 7, 11, 16 have rejected the City’s initial offer and have engaged in some negotiations, but due to various factors these discussions have been unduly protracted such that the failure to complete acquisitions threatens the overall project timeline. City Staff is very hopeful that these acquisitions will resolve meaningfully before eminent domain actions advance very far, which will avoid cost and expense for both the City and these parcel owners. Amicable attempts to reach a resolution will continue.

Parcel 21 involves an out-of-state owner that has been unavailable or otherwise unable to be reached for the nearly two-months City Staff has spent pursuing acquisitions. This owner is now in contact regarding acquisitions, but have not yet provided meaningful response regarding the City’s initial offer. Parcel 19 also involves an out-of-state owner; however, this owner has only recently acquired the property, and City Staff in endeavoring to get the new owner caught up on the project and amicably complete the acquisition without the need for eminent domain. In the interests of preserving the project timeline, these parcels are included in this resolution so that, upon a determination by the City Attorney that reasonable efforts to acquire have resulted in an impasse, eminent domain may be timely pursued to complete the acquisitions.

The City has: (1) followed both federal and state regulations concerning the acquisition of private property for this public project; (2) provided the property owners property rights information as required by the regulations; (3) conducted appraisals and review appraisals as required by the regulations; (4) provided the property owners with all requested information with respect to this Project and their property; (5) representatives of the City and City Staff have been available at all times to discuss any issue with the property owners; and (6) requested information from the property owners that would assist City Staff in resolving the issue of acquiring these properties.

Staff believes that pursuing eminent domain may serve to avoid significant cost increases and avoid devaluing funds already invested in this project. Although Staff desires to settle the acquisition process with the property owners, it is necessary to take the next step and file for eminent domain to have this project ready for the next available Federal Funding opportunity. Filing an eminent domain action does not mean that efforts toward settlement will cease. It will ensure, rather, that the property is acquired in a timely fashion.

**RECOMMENDATION:**

Based upon the above and foregoing, it is the recommendation of Staff that proposed Resolution R-2122-101 concerning the necessity of acquiring the previously described tract of property located on Porter Avenue, and authorizing the filing of eminent domain proceedings for the acquisition thereof, be approved.

R-2122-101

A RESOLUTION OF THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA, AUTHORIZING THE ACQUISITION OF CERTAIN REAL PROPERTY, MORE PARTICULARLY HEREINAFTER DESCRIBED, ALL WITHIN THE CITY OF NORMAN, COUNTY OF CLEVELAND, STATE OF OKLAHOMA, FOR THE PURPOSE OF THE PORTER STREETScape 2019 BOND PROJECT IN THE CITY OF NORMAN; AND DECLARING THE NECESSITY FOR ACQUIRING SAID PROPERTY FOR ROADWAY IMPROVEMENTS INCLUDING SIDEWALK, UTILITY AND DRAINAGE PURPOSES, AND AUTHORIZING INITIATION OF EMINENT DOMAIN PROCEEDINGS FOR THAT PURPOSE.

- § 1. WHEREAS, on September 8, 2020, the Norman City Council approved Resolution R-2021-48, Programming Federal Surface Transportation Block Grant Program Urbanized Area (STPBG-UZA) funds for roadway improvements along Porter Avenue between Robinson Street and Alameda Street in Norman; and
- § 2. WHEREAS, the City of Norman has found it necessary to appropriate the hereinafter tracts of land for the above-designated public purpose; and
- § 3. WHEREAS, the City of Norman made a diligent effort, in good faith, to acquire, by purchase, from the owners thereof, the tracts of land hereinafter described and the said owners have refused, and still refuse, to grant and convey to the City of Norman the lands necessary for purpose as aforesaid; and
- § 4. WHEREAS, although negotiations as to value of the parcel(s) to be taken may continue upon mutual election, it is necessary to initiate eminent domain proceedings in order to acquire said parcel(s) to construct the public roadway project stated;

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF NORMAN, OKLAHOMA;

- § 5. That the acquisition and appropriation of the hereinafter described real estate is hereby declared necessary for the Porter Avenue Streetscape 2019 Bond Project. The easements to be acquired are more particularly described in the attached Exhibits "A" through "J"; and
- § 6. That the City of Norman has heretofore offered to the owners of said properties a fair, just and reasonable price for the purchase of said lands and that the said offers have been rejected and all negotiations and/or efforts to date to purchase the said real properties, by agreement, have failed, to date, to result in an acquisition; and

§ 7. That the City Attorney is hereby authorized and directed to institute eminent domain proceedings as necessary for condemnation of the hereinabove described real properties for the public purposes as heretofore stated; and

PASSED AND ADOPTED this 8th day of March, 2022.

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Mayor

ATTEST:

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City Clerk

## **Exhibit A – PARCEL 1**

### **1.0 – Permanent Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A permanent sidewalk easement that runs parallel to the existing public Right of Way on the east side of Porter Avenue. The POB is the northwest corner of LOT 32, BLOCK 28, Norman, Original Township. From the POB, the easement extends:

S 27°37'46.46" E for a distance of 20.43-ft, thence,  
 N 89°57'17.72" E for a distance of 19.14-ft, thence,  
 N 64°38'11.66" W for a distance of 8.86-ft, thence,  
 N 27°13'27.27" W for a distance of 22.21-ft, thence,  
 S 62°22'13.54" W for a distance of 11.79-ft to the Point of Beginning (POB).

Said tract containing 286.04 square feet or 0.007 acres, more or less.

### **1.1 – Temporary Construction Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary driveway easement that runs parallel to the existing public Right of Way on the east side of Porter Avenue. The Point of Commencement (POC) is the northwest corner of LOT 32, BLOCK 28, Norman, Original Township. From the POC, travel northeast on a bearing of N62°22'13.54"E for a distance of 11.79' to the Point of Beginning (POB). From the POB, the easement extends:

S 27°13'27.27" E for a distance of 22.21-ft, thence,  
 S 64°38'11.66" E for a distance of 8.86-ft, thence,  
 N 89°42'00.07" E for a distance of 12.24-ft, thence,  
 N 27°37'46.46" W for a distance of 34.91-ft, thence,  
 S 62°22'13.54" W for a distance 16.05-ft to the Point of Beginning (POB).

Said tract containing 484.52 square feet or 0.011 acres, more or less.



## **Exhibit B – PARCEL 3**

### **3.0 – Permanent Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A permanent sidewalk easement that runs parallel to the existing public Right of Way on the east side of Porter Avenue. The Point of Beginning (POB) is the northwest corner of LOT 32, BLOCK 29, Norman Original Township, and then extends:

S 27°37'46.46" E for a distance of 140.00-ft, thence,  
 N 62°22'13.54" E for a distance of 2.80-ft, thence,  
 N 27°37'46.46" W for a distance of 140.00-ft, thence,  
 S 62°22'13.54" W for a distance of 2.80-ft to the Point of Beginning (POB).

Said tract containing 391.64 square feet or 0.009 acres, more or less.

### **3.1 – Temporary Construction Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary construction easement that runs parallel to the existing public Right of Way on the east side of Porter Avenue. The Point of Commencement (POC) is the northwest corner of LOT 32, BLOCK 29, Norman Original Township. From the POC, travel northeast on a bearing of N62°22'13.54" E for a distance of 2.80-ft to the Point of Beginning (POB). From the Point of Beginning (POB), The easement extends:

S 27°37'46.46" E for a distance of 60.58-ft, thence,  
 N 62°22'13.54" E for a distance of 14.92-ft, thence,  
 N 27°21'36.42" W for a distance of 60.58-ft, thence,  
 S 62°22'13.54" W for a distance of 15.21-ft to the Point of Beginning (POB).

Said tract containing 912.65 square feet or 0.021 acres, more or less.

## **Exhibit C – PARCEL 5**

### **5.0 – Permanent Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A permanent sidewalk easement that is parallel to Porter Avenue on the east side of Porter Avenue. The Point of Beginning is the northwest Corner of LOT 32, BLOCK 30, Norman Original Township, and the easement extends;

S 27°33'34.39"E for a distance of 20.86-ft, thence,  
 N 62°46'11.90"E for a distance of 10.11-ft, thence,  
 N 27°45'09.42"W for a distance of 20.93-ft, thence,  
 S 62°22'13.54"W for a distance of 10.04-ft to the Point of Beginning (POB).

Said tract containing 210.55 square feet or 0.005 acres, more or less.

### **5.1 – Temporary Construction Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary construction easement is parallel to the existing public Right of Way on the east side of Porter Avenue. The Point of Commencement (POC) is the northwest corner of LOT 32, BLOCK 30, Norman Original Township. From the POC, proceed at a bearing of N 62°22'13.54"E for a distance of 10.04-ft to the Point of Beginning (POB). From the POB, the easement extends:

S 27°44'22.48" E for a distance of 20.93-ft, thence,  
 S 62°46'11.90" W for a distance of 10.11-ft, thence,  
 S 27°38'30.58" E for a distance of 119.14-ft, thence,  
 N 62°22'13.54" E for a distance of 20.05-ft, thence,  
 N 27°37'03.52" W for a distance of 140.00-ft, thence,  
 S 62°22'13.54" W for a distance of 10.04-ft to the Point of Beginning (POB).

Said tract containing 2,601.94 square feet or 0.060 acres, more or less.

**Exhibit D – PARCEL 7****7.0 – Temporary Construction Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary driveway easement that lies on the east side of Porter Avenue, and is parallel to Porter Avenue. The Point of Beginning (POB) is the northwest corner of LOT 1, BLOCK 31, Norman Original Township, and extends;

S 27°40'05.57" E for a distance of 140.00-ft, thence,  
N 62°22'13.54" E for a distance of 17.03-ft, thence,  
N 27°02'53.02" W for a distance of 72.46-ft, thence,  
N 62°22'13.54" E for a distance of 7.14-ft, thence,  
N 27°36'19.48" W for a distance of 67.54-ft, thence,  
S 62°22'13.64" W for a distance of 25.03-ft to the Point of Beginning (POB).

Said tract containing 2,956.87 square feet or 0.068 acres, more or less.

**Exhibit E – PARCEL 8****8.0 – Temporary Construction Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary driveway easement that lies on the east side of Porter Avenue, and is parallel to Porter Avenue. The Point of Beginning (POB) is the northwest corner of LOT 32, BLOCK 32, Norman Original Township, and extends:

S 27°37'43.67" E for a distance of 140.00-ft, thence,  
N 62°12'58.02" E for a distance of 17.78-ft, thence,  
N 27°37'46.46" W for a distance of 68.74-ft, thence,  
N 60°10'44.07" E for a distance of 5.63-ft, thence,  
N 27°37'46"46" W for a distance of 71.00-ft, thence.  
S 62°22'13.10" W for a distance of 23.40-ft to the Point of Beginning.

Said tract containing 2,888.60 square feet or 0.066 acres, more or less.

**Exhibit F – PARCEL 11****11.0 – Permanent Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A permanent sidewalk easement that is parallel to Porter Avenue, and lies on the west side of Porter Avenue. The Point of Beginning (POB) is the northeast corner of LOT 16, BLOCK 23, Norman, Original Township. From the POB, the easement extends:

S 62°19'01.90" W for a distance of 3.33-ft, thence,  
S 35°04'01.39" E for a distance of 25.73-ft, thence,  
N 27°37'46.46" W for a distance of 25.52-ft to the Point of Beginning (POB).

Said tract containing 42.50 square feet or 0.001 acres, more or less.

**Exhibit G – PARCEL 16****16.0 – Temporary Construction Easement**

A tract of land lying in the Southwest Quarter of Section Twenty-Nine, Township Nine North, Range Two West of the Indian Meridian (SW/4, S29, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary construction easement that is parallel to Porter Avenue, and lies on the west side of Porter Avenue. The Point of Beginning (POB) is the northeast corner of LOT 17, BLOCK 24, Norman Original Township. From the POB, the easement extends:

S 62°22'13.54" W for a distance of 4.01-ft, thence,  
N 27°37'46.46" E for a distance of 50.00-ft, thence,  
N 62°22'13.54" E for a distance of 4.01-ft, thence,  
N 27°37'46.46" W for a distance of 50.00-ft to the Point of Beginning (POB).

Said tract containing 200.64 square feet or 0.005 acres, more or less.

## **Exhibit H – PARCEL 18**

### **18.0 – Permanent Easement**

A tract of land lying in the Northeast Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NE/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A permanent sidewalk easement that is parallel to Porter Avenue, and lies on the west side of Porter Avenue. The Point of Beginning (POB) is the northeast corner of LOT 1, BLOCK 3, Highland Addition. From the POB, the easement extends:

S 00°09'01.04" E for a distance of 98.95-ft, thence,  
 N 02°04'07.95" W for a distance of 88.32-ft, thence,  
 N 20°37'59.41" W for a distance of 11.41-ft, thence,  
 N 89°53'45.64" E for a distance of 6.95-ft to the Point of Beginning (POB).

Said tract containing 183.43 square feet or 0.004 acres, more or less.

### **18.1 – Temporary Construction Easement**

A tract of land lying in the Northeast Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NE/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary construction easement that is parallel to Porter Avenue, and lies on the west side of Porter Avenue. The Point of Commencement (POC) is the northeast corner of LOT 1, BLOCK 3, Highland Addition. From the POC, proceed west on a bearing of S 89°53'45.64" W for a distance of 7.00-ft to the Point of Beginning (POB). From the POB, the easement extends:

S 89°55'17.69" W for a distance of 6.77-ft, thence,  
 N 55°30'43.86" E for a distance of 11.13-ft, thence,  
 N 20°51'29.78" W for a distance of 6.75-ft to the Point of Beginning (POB).

Said tract containing 21.37 square feet or 0.001 acres, more or less.



**Exhibit I – PARCEL 19****19.0 – Temporary Construction Easement**

A tract of land lying in the Northeast Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NE/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary construction easement that begins at the southeast corner of LOT 1, BLOCK 5, Highland Addition then extends N 00°09'01.04" W and parallel to the existing public Right of Way on the west side of Porter Avenue for a distance of 73.64-ft, thence S89°36'22.30"W for a distance of 15.00-ft, to the Point of Beginning (POB). From the POB, the easement extends:

S 89°41'07.03" W for a distance of 5.82-ft, thence,  
N 00°23'37.70" W for a distance of 14.55-ft, thence,  
N 45°52'50.00" W for a distance of 26.74-ft, thence,  
N 89°45'08.79" W for a distance of 16.66-ft, thence,  
N 00°14'51.21" E for a distance of 7.17-ft, thence,  
N 89°54'30.90" E for a distance of 16.36-ft, thence,  
S 45°22'00.85" E for a distance of 35.62-ft, thence,  
S 00°09'01.04" E for a distance of 15.38-ft to the POB.

Said tract containing 358.34 square feet or 0.008 acres, more or less.

**Exhibit J – PARCEL 21****21.0 – Temporary Construction Easement**

A tract of land lying in the Northeast Quarter of Section Thirty, Township Nine North, Range Two West of the Indian Meridian (NE/4, S30, T9N, R2W, IM), Cleveland County, Oklahoma, being more particularly described as follows:

A temporary construction easement that is parallel to Porter Avenue, and lies on the west side of Porter Avenue. The Point of Beginning (POB) is the northeast corner of LOT 17, BLOCK 2, J. A. Jones Addition. From the POB, the easement extends:

S 89°47'33.57" W for a distance of 15.91-ft, thence,  
S 75°10'52.28" E for a distance of 16.47-ft, thence,  
N 00°09'01.04" W for a distance of 4.27-ft to the Point of Beginning (POB).

Said tract containing 33.98 square feet or 0.001 acres, more or less.

